ATTACHMENTS

I

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

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described properties from Class NR-6 Neighborhood Residential to Class UC Urban Commercial Classification:

1421 St. Clair Ave.
1417 St. Clair Ave.
1411 St. Clair Ave.
1132 N. 14th St.
1126 N. 14th St.
1124 N. 14th St.
1120 N. 14th St.
1420 Erie Ave.

Section 22, T15N, R23E. All of Lots, 1, 2, 3 and the east half of Lot 4, and the east 30′ of the south 75′ of Lot 9, in Blk. 82 of the Original Plat. Located in the SE ¼ of the NE ¼ of Section 22, T15N, R23E, in the City of Sheboygan, Sheboygan County, State of Wisconsin.

All interested persons will now be heard.

Hammond / Carlson
closed

Publish - May 16 and 23, 2014
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., June 2, 2014, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described properties from Class NR-6 Neighborhood Residential to Class UC Urban Commercial Classification:

1421 St. Clair Ave.
1417 St. Clair Ave.
1411 St. Clair Ave.
1132 N. 14th St.
1126 N. 14th St.
1124 N. 14th St.
1120 N. 14th St.
1420 Erie Ave.

More particularly described as:

Section 22, T15N, R23E. All of Lots, 1, 2, 3 and the east half of Lot 4, and the east 30' of the south 75' of Lot 9, in Blk. 82 of the Original Plat. Located in the SE ¼ of the NE ¼ of Section 22, T15N, R23E, in the City of Sheboygan, Sheboygan County, State of Wisconsin.

SUSAN RICHARDS
City Clerk

Res. No. 2 - 14 - 15. By Alderpersons Donohue, Matichek, Thiel and Kath. May 5, 2014.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for properties located at:

1421 St. Clair Ave.
1417 St. Clair Ave.
1411 St. Clair Ave.
1132 N. 14th St.
1126 N. 14th St.
1124 N. 14th St.
1120 N. 14th St.
1420 Erie Ave.

from Class NR-6 Neighborhood Residential to Class UC Urban Commercial Classification.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., June 2, 2014, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property

from Class NR-6 Neighborhood Residential to Class UC Urban Commercial Classification:

Section 22, T15N, R23E. All of Lots, 1, 2, 3 and the east half of Lot 4, and the east 30′ of the south 75′ of Lot 9, in Blk. 82 of the Original Plat. Located in the SE ¼ of the NE ¼ of Section 22, T15N, R23E, in the City of Sheboygan, Sheboygan County, State of Wisconsin.

_____

_____

_____

_____

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

May 23, 2014

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., June 2, 2014, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of the following described property from Class NR-6 Neighborhood Residential to Class UC Urban Commercial Classification:

1421 St. Clair Ave.
1417 St. Clair Ave.
1411 St. Clair Ave.
1132 N. 14th St.
1126 N. 14th St.
1124 N. 14th St.
1120 N. 14th St.
1420 Erie Ave.

Section 22, T15N, R23E. All of Lots, 1, 2, 3 and the east half of Lot 4, and the east 30′ of the south 75′ of Lot 9, in Blk. 82 of the Original Plat. Located in the SE ¼ of the NE ¼ of Section 22, T15N, R23E, in the City of Sheboygan, Sheboygan County, State of Wisconsin.

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377**.

Yours very truly,

SUSAN RICHARDS
City Clerk

Pid	Situs Full	Situs City	Names Both	Owners Full Street	Owners City
59281202950		CITY OF SHEBOYGAN	KENNEDY, JAMES F DEBRA G	318 SUPERIOR AVE	SHEBOYGAN
59281204840		CITY OF SHEBOYGAN	S WI DIST LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
59281204860		CITY OF SHEBOYGAN	S WI DISTRICT LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
59281205840		CITY OF SHEBOYGAN	BUTCHER, ROBERT	320 ONTARIO AVE	SHEBOYGAN
59281204720	1107 N. 14TH ST.	CITY OF SHEBOYGAN	LONG, ROBERT/ PIZZA HUT	2120 PEWAUKEE RD SUITE 200	WAUKESHA
59281204870	1115 N. 15TH ST.	CITY OF SHEBOYGAN	WAGNER, LINDA M.	W6647 COUNTY ROAD Z	PLYMOUTH
59281204700	1119 N. 14TH ST.	CITY OF SHEBOYGAN	MC MULLEN, T. JOHN	N2050 COUNTY ROAD GW	CEDAR GROVE
59281204690	1123 N. 14TH ST.	CITY OF SHEBOYGAN	MC MULLEN, T. JOHN	N2050 COUNTY ROAD GW	CEDAR GROVE
59281203170	1203 N. 14TH ST.	CITY OF SHEBOYGAN	LEE, VANG	1203 N 14TH ST	SHEBOYGAN
59281202960	1203 N. 15TH ST.	CITY OF SHEBOYGAN	ARIAS, TOMAS H. SONIA E.	824 HUMBOLDT AVE	SHEBOYGAN
59281203010	1204 N. 14TH ST.	CITY OF SHEBOYGAN	SPRINGS HOMES LLC	309 BROADWAY ST	SHEBOYGAN FLS
59281203160	1209 N. 14TH ST.	CITY OF SHEBOYGAN	MEILAHN, RICHARD & KIM KRISTINE	370 PLAZA LN	PLYMOUTH
59281203020	1210 N. 14TH ST.	CITY OF SHEBOYGAN	ELLEFSON, KERMIT L. KATHLEEN M.	N7131 MELODY LN	SHEBOYGAN FLS
59281204660	1305 ST CLAIR AVE	CITY OF SHEBOYGAN	RCS EMPOWERS INC CENTER OF SHEB INC	1607 GEELE AVE	SHEBOYGAN
59281203000	1412 ST CLAIR AVE	CITY OF SHEBOYGAN	VUE, JOHN BEE & YIA THAO	1412 SAINT CLAIR AVE	SHEBOYGAN
59281205810	1413 ERIE AVE	CITY OF SHEBOYGAN	SCHAAL, GARRY M.	5417 LONG ACRE RD	SHEBOYGAN
59281202990	1416 ST CLAIR AVE	CITY OF SHEBOYGAN	SHAW, ERIC R & AMANDA A	1416 SAINT CLAIR AVE	SHEBOYGAN
59281205820	1417 ERIE AVE	CITY OF SHEBOYGAN	SCHAAL, GARRY M.	5417 LONG ACRE RD	SHEBOYGAN
59281205830	1421 ERIE AVE	CITY OF SHEBOYGAN	BUTCHER, ROBERT G	320 ONTARIO AVE	SHEBOYGAN
59281204820	1421 ST CLAIR AVE	CITY OF SHEBOYGAN	GEIDEL ENTERPRISES, LLC	907 N MAIN ST	WEST BEND
59281202980	1422 ST CLAIR AVE	CITY OF SHEBOYGAN	MUELLER, KENNETH A	1422 SAINT CLAIR AVE	SHEBOYGAN
59281204910	1424 ERIE AVE	CITY OF SHEBOYGAN	BREHER, THOMAS F	1424 ERIE AVE	SHEBOYGAN
59281204830	1425 ST CLAIR AVE	CITY OF SHEBOYGAN	BAILEY, TERRANCE M	1425 SAINT CLAIR AVE	SHEBOYGAN
59281202970	1426 ST CLAIR AVE	CITY OF SHEBOYGAN	JUNGE, RALPH	3833 S 15TH ST	SHEBOYGAN
59281204900	1428 ERIE AVE	CITY OF SHEBOYGAN	DICKMANN, SCOTT L.	PO BOX 602	JACKSON
59281205850	1429 ERIE AVE	CITY OF SHEBOYGAN	ECKWIELEN, BRADLEY/WENDY	409 S 11TH ST	OOSTBURG
59281204890	1430 ERIE AVE	CITY OF SHEBOYGAN	BAT HOLDINGS TWO LLC	1112 PRICE AVE	COLUMBIA
59281204850	1431 ST CLAIR AVE	CITY OF SHEBOYGAN	S WI DIST LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
59281204880	1436 ERIE AVE	CITY OF SHEBOYGAN	BERTHIAUME, SCOTT R. JULIET C.	1201 SAINT CLAIR AVE	SHEBOYGAN

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

ALL OF LOTS 1, 2, 3 AND THE EAST HALF OF LOT 4, AND THE EAST 30' OF THE SOUTH 75' OF LOT 9, IN BLOCK 82 OF THE ORIGINAL PLAT, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

II

R. O. No. _____ - 14 - 15. By CITY PLAN COMMISSION. June 2, 2014.

Your Commission to whom was referred Gen. Ord. No. 6-14-15 by Alderperson Carlson and Damrow and R.O. No. 39-14-15 by City Clerk requesting an encroachment on City right-of-way to reconstruct a failing retaining wall at 2010 N 6th St; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 27, 2014, and after due consideration, recommends approval of the General Ordinance and RO.

Consent

_____
Director of Planning & Development

X

7.1

Gen. Ord. No. 6 - 14 - 15. By Alderpersons Carlson and Damrow.
May 19, 2014.

AN ORDINANCE granting Aaron C. and Jenny K. Brault, their heirs and assigns, the privilege of encroaching upon described property located at 2010 N. 6th St. for the purpose of reconstructing and maintaining a failing retaining wall.

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

Section 1. Subject to the terms and conditions contained herein, Aaron C. and Jenny K. Brault, their heirs and assigns, are hereby granted the privilege of encroaching upon described property located at 2010 N. 6th St., that part of the right of way for Bluff Ave. being to Lot 5, Blk. 1, of Jacob Hilperthausers Addition in the NE 1/4 of the SW ¼ Section 14 T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin, for the purpose of reconstructing and maintaining a failing retaining wall, in accordance with the sketch attached hereto and made a part hereof.

Commencing at the SE corner of said Lot 5 also being the point of beginning, thence east along the south line of said Lot 5 also being the north right of way line for Bluff Ave. 68.00′, thence south 3.00′ to the north edge of a concrete sidewalk, thence west along the north edge of said sidewalk 68.00′, thence north 3.00′ to the point of beginning, said described parcel contains 204 square feet.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Aaron C. and Jenny K. Brault, their heirs and assigns:

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

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Aaron C. and Jenny K. Brault, their heirs and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Aaron C. and Jenny K. Brault, their heirs and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City Plan approve

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

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

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

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

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

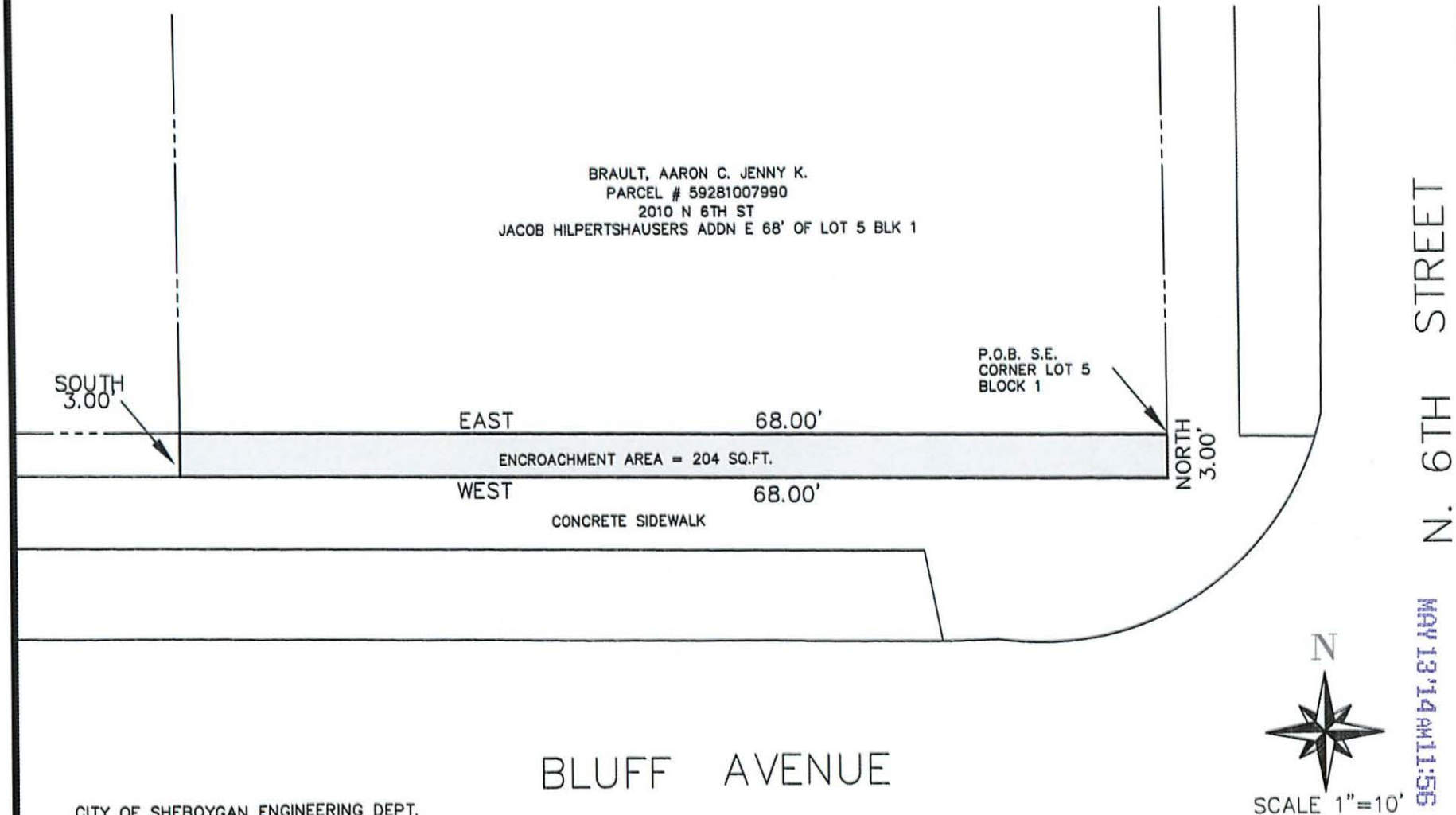
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ENCROACHMENT DESCRIPTION
FOR 2010 NORTH 6TH STREET RETAINING WALL

THAT PART OF THE RIGHT OF WAY FOR BLUFF AVENUE ADJACENT TO LOT 5 BLOCK 1 OF JACOB HILPERTHAUSERS ADDITION IN THE NE¼ OF THE SW¼ SECTION 14 T.15N., R.23E. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 5 ALSO BEING THE POINT OF BEGINNING, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 ALSO BEING THE NORTH RIGHT OF WAY LINE FOR BLUFF AVENUE 68.00 FEET, THENCE SOUTH 3.00 FEET TO THE NORTH EDGE OF A CONCRETE SIDEWALK, THENCE WEST ALONG THE NORTH EDGE OF SAID SIDEWALK 68.00 FEET, THENCE NORTH 3.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 204 SQUARE FEET.



MAY 13 '14 AM 11:56

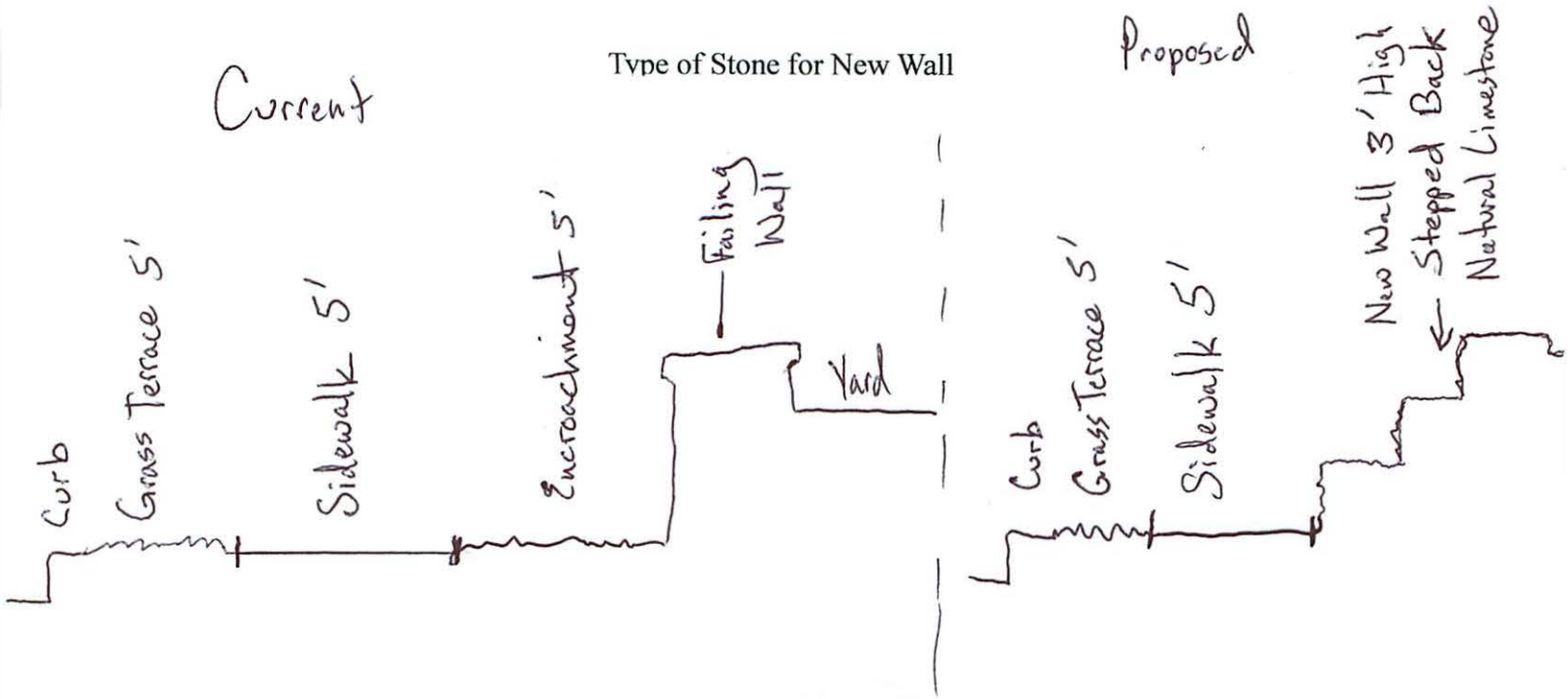
CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\02\2014

2010 N 6th Street Encroachment Request

Current Condition Looking NW

Current Condition Looking NE

Type of Stone for New Wall



II

4.4

R. O. No. 39 - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a communication from Aaron and Jenny Brault requesting an encroachment on City right of way to reconstruct a failing retaining wall on their property at 2010 N. 6th St.

City Plan
Ave File

Susan Richards
City Clerk

Schroeder, Linda

From: Aaron C. Brault <aaron.brault@SheboyganCounty.com>
Sent: Tuesday, May 13, 2014 12:12 PM
To: Schroeder, Linda
Subject: Encroachment Request

MAY 13 '14 PM12:41

Dear Mr. Mayor & Common Council Members,

My wife and I are requesting an encroachment (see attached survey) on City right-of-way to reconstruct a failing retaining wall on our property (2010 N 6th Street). The current brick retaining wall is nearly 100 years old and has failed beyond repair (see attached pictures). There is a pronounced bulge, the concrete "skim-coating" the previous owners did is chipping off in many areas, and during this past winter, a number of bricks actually fell out on one of the corners threatening it's stability.

The current wall is set approximately 1" behind the property line. Rather than a stark vertical wall as a replacement, we would like to have a more stepped type of wall made of natural stone. This natural stone will match other landscaping we have done previously (updated front walk). The new wall will also be 3' or less in height so as not to require a railing. By utilizing the 3' of lawn (encroachment area) directly behind the sidewalk, we will be able to avoid large amounts of earthwork and the associated time that would take. Also, though one can never know, we do not see the City needing the 3' of right-of-way for any kind of road and/or utility work any time soon, if ever. Bluff Avenue was reconstructed in 2003 along with the sidewalk. There are no utilities under this section of sidewalk or under the encroachment area. All foreseeable work would occur in the street or in the 5' grass terrace behind the back of the curb. The encroachment would not hinder future sidewalk replacement either. The new wall will be professionally installed by a local landscape company.

If we can provide any further information, please let us know.

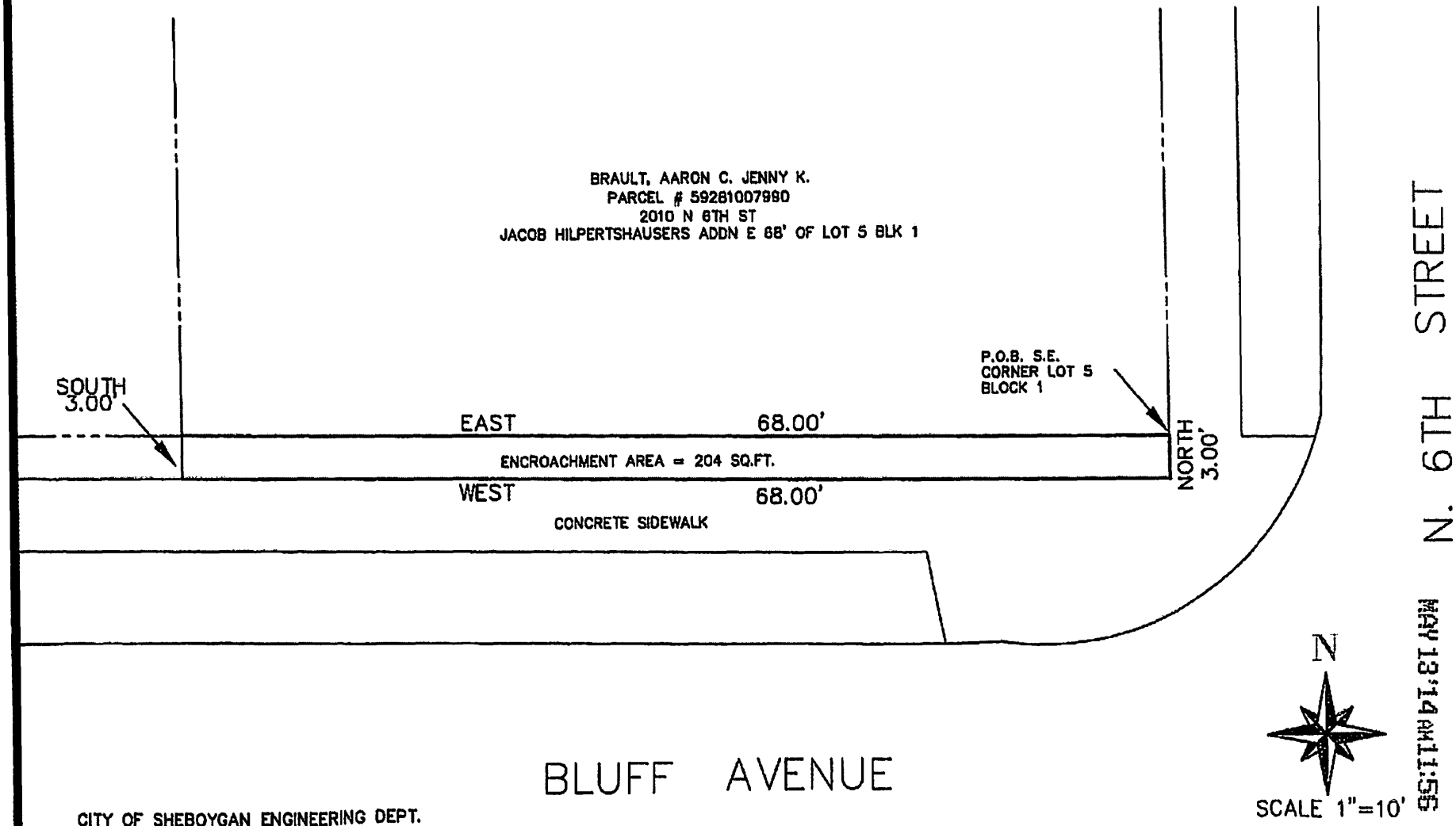
Aaron Brault
Director
Planning & Conservation

P: 920-459-3060

www.sheboygancounty.com

ENCROACHMENT DESCRIPTION
FOR 2010 NORTH 6TH STREET RETAINING WALL

THAT PART OF THE RIGHT OF WAY FOR BLUFF AVENUE ADJACENT TO LOT 5 BLOCK 1 OF JACOB HILPERTHAUSERS ADDITION IN THE NE¼ OF THE SW¼ SECTION 14 T.15N., R.23E. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 5 ALSO BEING THE POINT OF BEGINNING, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 ALSO BEING THE NORTH RIGHT OF WAY LINE FOR BLUFF AVENUE 68.00 FEET, THENCE SOUTH 3.00 FEET TO THE NORTH EDGE OF A CONCRETE SIDEWALK, THENCE WEST ALONG THE NORTH EDGE OF SAID SIDEWALK 68.00 FEET, THENCE NORTH 3.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 204 SQUARE FEET.

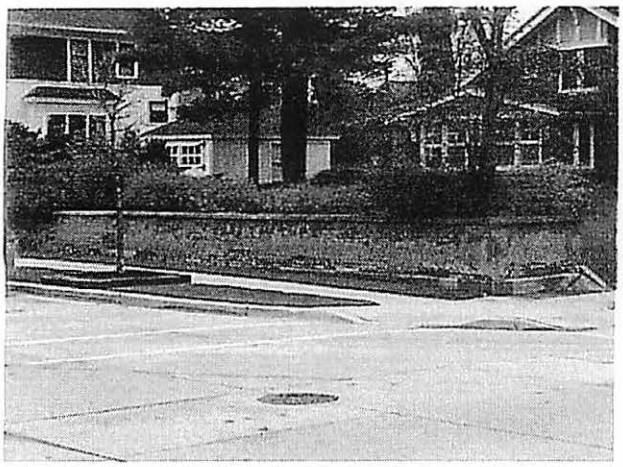


CITY OF SHEBOYGAN ENGINEERING DEPT.
DRAFTED BY: BRIAN SANDBERG
DATE: 4\02\2014

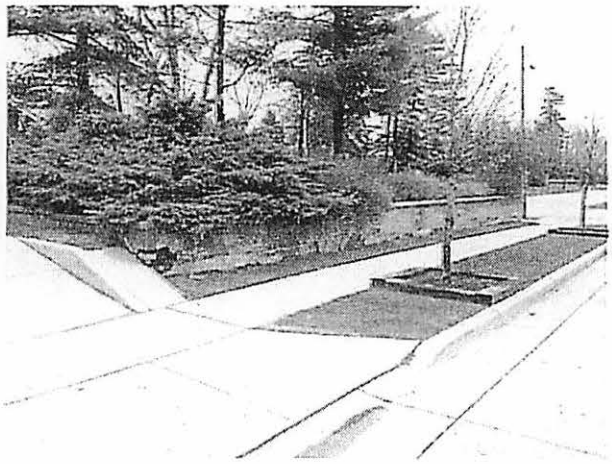
MAY 13, 14 @ 11:55

2010 N 6th Street Encroachment Request

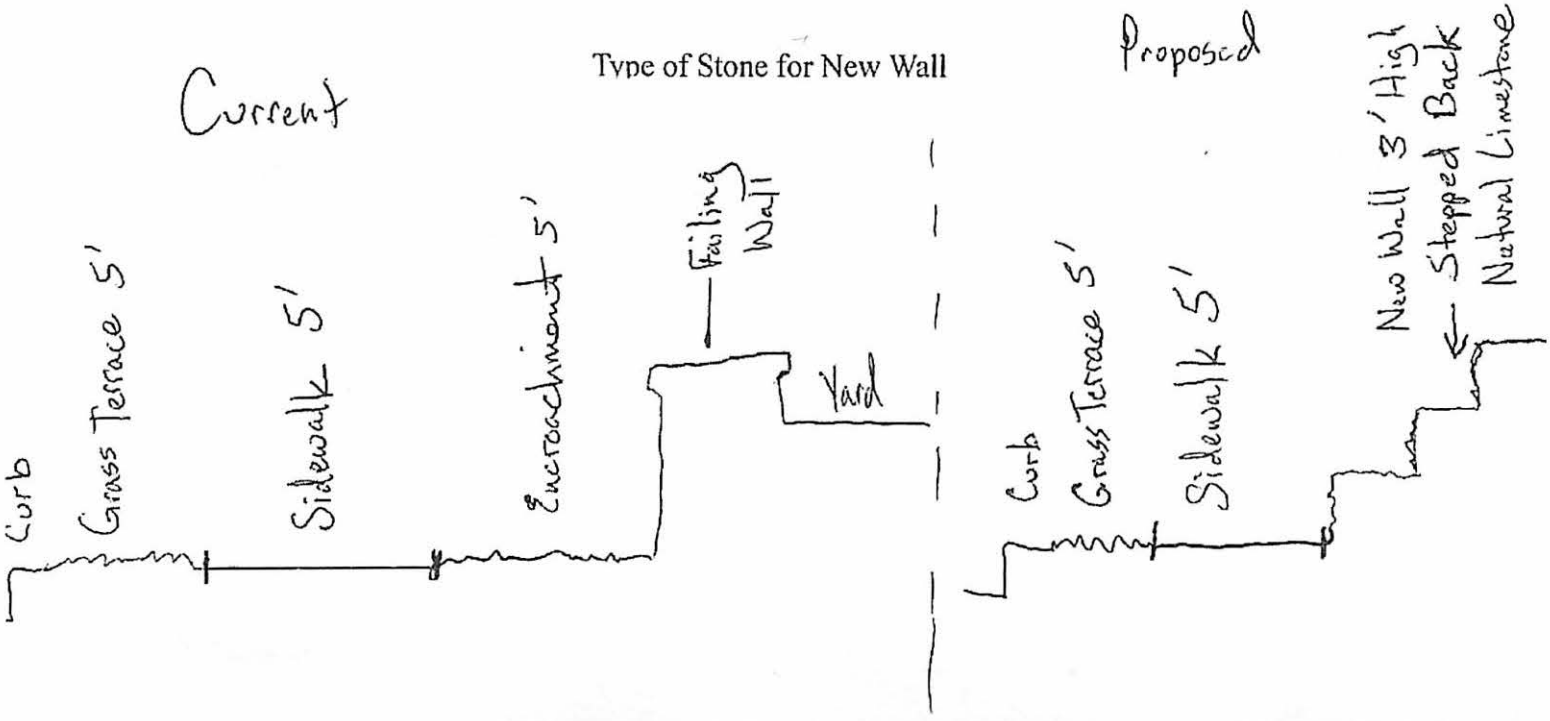
Current Condition Looking NW



Current Condition Looking NE



Type of Stone for New Wall



III

Res. No. _____ - 14 - 15. By Alderpersons Bitters, Hermann, Bitters and Matichek. June 2, 2014.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the replacement of lead and/or galvanized iron water laterals in various streets.

RESOLVED: That the installation of replacement water laterals of appropriate size, with the necessary fire hydrants in the following locations:

1217 S. 17th St.
S. 8th St. from Kentucky Ave. to Union Ave.
S. 12th St. from Indiana Ave. to Alabama Ave.
Kentucky Ave. from S. 12th St. to S. 13th St.

is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats., and that such report shall contain the following information:

a. Preliminary or final plans and specifications
b. An estimate of the entire cost of the proposed work or improvement
c. A schedule of the proposed assessments
d. A statement that the work or improvement constitutes an exercise of the municipality's police power
e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of $100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds $5,000.00 for a single parcel of property, under §66.0703, Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

Consent

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 40-50 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

_____

_____

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. June 2, 2014.

Your Committee to whom was referred, pursuant to 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 that the following license be granted contingent upon the application being corrected, and with a warning to include all violations on future application

TAXICAB DRIVER'S LICENSE (December 31, 2014)

No.	Name	Address
0341	Kau, Calvin James	1621 Martin Ave.

Consent

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. June 2, 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 the following licenses be granted:

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

No.	Name	Address
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. 7th St., Oostburg
*8163	Gill, Kiranpal K.	624 N. 7th St., Oostburg

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

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. 2nd St.
0389	Luna, Edgar	1606A N. 8th St.
0374	Manning, Rebecca A.	4403 Primrose Ct.
0369	Moyer, Jessica H.	4057 Country Meadows Dr.
0388	Pelzek, Tara M.	1826 N. 19th St.
0376	Perleberg, Heather L.	1128 St. Clair Ave.
0357	Schultz, Laura K.	2903 Rammer Ct.
0386	Stahl, Jason D.	1526 N. 36th St.
8541	Starr, Bradley	2322 S. 12th St.
0363	Stuckmann, Carrie S.	4116 S. 12th St.
*9007	Wegner, Angela J.	1329 S. 23rd St.

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

0371	Yang, Maximus P.	1624 N. 11th St.

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

No.	Name	Address
7389	Altenberger, Jerald J. (Club)	2620 Wedemeyer St.
*9737	Ames, Samuel D.	2323 S. 11th St.

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

Concur

6743	Apel, Jay R.	1601 N. 8th St., #C
5222	Ashburn, John S.	2720 S. 14th St.
8571	Autiero, Lino	1307 S. 25th St.

7407	Baird, Jerry E.(Club)	557 Upper Rd., Kohler
8717	Ballantine, Tina R.	1818 N. 10th St.
7164	Bath, Sherry A.	2509 N. 28th 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. 38th St.
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. 8th St.

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

7926	Eigenberger, Sheila L.	2208 S. 12th 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. 13th St.

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

1390	Goetsch, Cynthia M.	1622 S. 8th St.
*2672	Grabner, Thomas A. (Club)	1706 Grams Ct.

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

8941	Grovogel, Dale A.(Club)	1827 N. 20th St.
7112	Gutschow, Tyson R.	4881 Dennwood Dr.
3679	Hajenga, Gail J.	2606 S. 7th St.
9695	Hasenberg, David L.	119 N. Lar Ann St., Belgium
9648	Hawkins, Tanner D.	2010 S. 25th St.
9572	Helmke, Christopher M.	2339 Skyline Dr.
8201	Hemenway, Kenneth R.	1408 N. 28th St.
2872	Hendrikse, Larry A.	1416 Logan Ave.
6387	Hiebing, Robert F.	5537 Timberline Ln.
6635	Hoffmann, Laura M.	1515 N. 7th St.
8915	Hoffmann, Vici L.	W2939 Warbler Ln., Sheb. Falls
7409	Husa, Darrel F.(Club)	1934 N. 6th St.
4041	Jenkins, Brian J.	1634 S. 20th St.
1574	Johnston, Janet	1628 S. 19th St.
2073	Kappellen, Sandra J.	1633 Indiana Ave.
6708	Kidd, Larschelby E.	916A Mayflower Ave., #3
7872	Kinyon, Kirt D.	724 N. 15th St.
9623	Klumb, Jennifer J.	2432 N. 8th 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.
7090	Kraus, Steven R.	1640 S. 17th St.
5924	Lehman, Tarrie L.	709 Spring Ave.

8190	Lilge, Courtney M.	3024	N. 9th St., Apt. 1
5724	Limberg, Molly A.	324	Smith St., Plymouth
8916	Lukonen, Tina M.	1805	N. 11th St.
7400	MacDonald, Jason T.	2431	N. 29th St.
1194	Manier, Cherie L.	2404	N. 22nd St.
7941	Maurer, Dale L.	2917	S. 15th 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. 18th St.
3365	Meyer, Wendy K.	1209	Humboldt Ave.
7946	Mikulice, Christian M.	1424	S. 20th St.
9667	Millan, Christina M.	2722	N. 10th St., #104
7140	Miller, Joan	1909	Mead Ave.
1911	Nickel, Kathleen A.	808	S. 16th St.
1913	Niesing, Mary M.	618A	N. 9th St.
2352	Orvis, Parmalee	1821	S. 12th St.
6661	Pearson, Lisa Marie	1122	S. 19th St.
3359	Petermann, Richard J.	4408	White Oak Ln.
3731	Reinke, Steven G.	2228	S. 8th 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. 12th St.
6247	Schneider, Lisa M.	2713	S. 11th 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
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. 24th St.
7319	Weimer, Thomas J.(Club)	1127	Bell Ave.
9566	Western, Amy J.	3231	S. 10th St.
6373	Widra, Kerri Ann	20	Winnebago Pl.
9627	Wilke, Glenn J.(Club)	4022	Hazelnut Ct.
6707	Wise, Scott W.	1424	S. 24th St.
8868	Yankunas, Barbara J.	629	E Jefferson Ave., Cleveland
8028	Ziegelbauer, Robert J.(Club)	N8540	Lakeshore Rd.

TAXICAB DRIVER LICENSE (December 31, 2014)NEW ***Expiration date changed to follow ordinance**

No.	Name	Address
0379	Hernandez, Christina L.	1326 N. 12th St.
0378	Montanez, Edward James	1905 Park Ave.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. June 2, 2014.

Your Committee to whom was referred Res. No. 13-14-15 by Alderperson Heidemann authorizing entering into Amendment No. 1 to Agreement between Sheboygan Athletic Club, Inc. and City of Sheboygan for use of Wildwood Baseball Park; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 13 - 14 - 15. By Alderperson Heidemann. May 19, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into Amendment No. 1 to Agreement Between Sheboygan Athletic Club, Inc. and City of Sheboygan For Use of Wildwood Baseball Park.

WHEREAS, the City and the Sheboygan Athletic Club, Inc. (hereinafter "SAC") entered into a ten-year agreement for use of the City's Wildwood Baseball Park on June 7, 2000; and

WHEREAS, by its terms, the Agreement automatically renewed for a successive ten-year term effective January 1, 2011; and

WHEREAS, the SAC is currently in compliance with the Agreement and there are no outstanding delinquencies/deficiencies; and

WHEREAS, the SAC has requested an amendment to the Agreement to address application of any insurance proceeds for the buildings received as a result of damage or destruction to the buildings, structures and other improvements to the City-owned park facility which have been built and/or paid for over the years by the SAC and which, by reason of their becoming real estate improvements, are owned by the City; and

WHEREAS, the City is willing to enter into an amendment to the Agreement to address this concern, provided that the Agreement also be amended to allow the City the ability to charge the Sheboygan Recreation Department and the American Legion for use of the park facility.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into Amendment No. 1 to the Agreement, in form substantially similar to that attached hereto.

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

AMENDMENT NO. 1 TO AGREEMENT BETWEEN SHEBOYGAN ATHLETIC CLUB, INC. AND CITY OF SHEBOYGAN FOR USE OF WILDWOOD BASEBALL PARK

THIS AMENDMENT NO. 1 is made as of the _____ day of _____, 2014, by and between the City of Sheboygan ("CITY") and the Sheboygan Athletic Club, Inc. ("SAC") (collectively, the "Parties").

RECITALS

A. The Parties entered into a ten-year Agreement for Use of Wildwood Baseball Park dated as of June 7, 2000 (the "Agreement").

B. By its terms, the Agreement automatically renewed for a successive ten-year term effective January 1, 2011.

C. SAC has asked the CITY to amend the Agreement to address a certain scenario, and the CITY is willing to do so on the terms and conditions herein.

D. The execution of this Amendment No. 1 was authorized by Res. No. _____-14-15 of the City's Common Council dated _____, 2014.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Subsection B.3.c. of the Agreement is amended to read as follows:

> "c. It is mutually understood and agreed that the REC. DEPT. and the AMERICAN LEGION shall be granted use of the PARK at the CITY'S standard rates for their games and promotions."

2. Add a new Section F.5. to read as follows:

"F. Improvements.

. . .

5. a. That SAC shall advise the CITY of all SAC-funded buildings, structures and other permanent improvements to the PARK premises. CITY agrees to use reasonable efforts to obtain and maintain insurance on said buildings, structures and improvements to the extent coverage is available to the CITY for such improvements through the State of Wisconsin Local Government Property Insurance Program at reasonable cost.

b. In recognition of the fact that SAC has contributed its time, effort and monies towards the improvement of the PARK, during the term of the Agreement and any extensions thereof, the CITY agrees that any insurance proceeds it receives from said Local Government Property Insurance Program Fund resulting from damage/destruction of the SAC-funded buildings, structures and other permanent improvements to the Premises will be earmarked towards repair, replacement or rehabilitation of the PARK provided that SAC continues to use the PARK for its baseball program, and provided further that it makes financial sense to do so at the time."

Except as otherwise specifically set forth herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date and year first above written.

SHEBOYGAN ATHLETIC CLUB, INC.

BY: _____

ATTEST:

_____

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST:

_____
Susan Richards
City Clerk

Examined and Approved as to Form and Execution this _____ day of _____, 2014.

_____
Stephen G. McLean
City Attorney

This Amendment No. 1 is authorized by and in accordance with Res. No. _____-14-15.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. June 2, 2014.

Your Committee to whom was referred Res. No. 12-14-15 by Alderpersons Heidemann and Bohren authorizing signing easements for mini-storm sewers in various locations (Janey, Heinrich, Krueger, Heinen, Kalk); recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.1

Res. No. 12 - 14 - 15. By Alderpersons Heidemann and Bohren.
May 19, 2014.

A RESOLUTION authorizing signing an easement for mini-storm sewers in various locations.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign easements for the City for mini-storm sewers in the following lots:

1. Sara A. Janey, 3949 S. 17th Place
2. Thomas W. Heinrich, 3953 S. 17th Place
3. Randy L. and Lisa M. Krueger, 3955 S. 17th Place
4. Andrew G. Heinen, 3960 S. 17th Place
5. Richard W. and Robin J. Kalk, 3321 N. 9th St.

Pub. Wks. 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

EASEMENT

THIS INDENTURE, made this ____day of _____, 2014, by Sara A. Janey, 3949 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410780
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east ten feet (10') of the west ninety-three feet (93') of the following described property:

CAMELOT ESTATES, N 60' OF LOT 25 BLK 2, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 5 day of ~~March~~ May (5), 2014.

Sara A. Janey
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5 day of May, 2014, Sara A. Janey, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jodie Edney

Notary Public-Sheboygan County
My commission expires 8-21-17

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 7th day of May, 2014, by Thomas W. Heinrich, 3953 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410775
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east ten feet (10') of the west ninety-three feet (93') of the following described property:

CAMELOT ESTATES, PRT OF LOTS 24 & 25 BLK 2, DESC AS: COM IN W LINE OF LOT 25 S-00-DEG-44'-30"E 60' OF NW COR LOT 25 BLK 2, TH N-89-DEG-15'-30"E 190.28' TO E LINE LOT 25, TH S-08-DEG-27'-22"W 60.78', TH S-89-DEG 15'-30"W 181.18' TO E LINE OF S. 17TH PLACE, TH NLY 16.86' ALG THE ARC OF A CURVE CONVEX ELY HAVING A RADIUS OF 228.52', THE CHORD OF WHICH BEARS N-01-DEG-22'- 21"E 16.86', TH N-00-DEG-44' -30"W 43.15' TO BEG. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 7th day of May, 2014.

Thomas W. Heinrich
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 7th day of May, 2014, Thomas W. Heinrich, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Cheryl Senkbeil

Cheryl Senkbeil
Notary Public-Sheboygan County
My commission expires July 1, 2017

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this ____day of _____, 2014, by and between Randy L. and Lisa M. Krueger, husband and wife, residing at 3955 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410770
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north six feet (6') of the following described property:

CAMELOT ESTATES PRT OF LOTS 23 & 24 BLK 2 DESC AS: COM IN NE LINE OF LOT 24 N-08-DEG-27'-22"E 19.28' OF NE COR OF LOT 23, TH S-77-DEG-53'-20"W 191.38' TO E LINE OF S. 17TH PLACE, TH NLY 23.47' ALG THE ARC OF A CURVE CONVEX WLY HAVING A RADIUS OF 100', THE CHORD OF WHICH BEARS N-08-DEG-00'-43" E 23.42', TH NLY 44.87' ALG THE ARC OF A CURVE CONVEX ELY HAVING A RADIUS OF 228.52', THE CHORD OF WHICH BEARS N-09-DEG-06'-42"E 44.80', TH N-89-DEG-15'-30"E 181.18', TH S-08-DEG-27'-22" W 29.95' TO BEG, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 8 day of May, 2014.

Randy L. Krueger
Randy L. Krueger
(Sign in the presence of a Notary Public)

Lisa M Krueger
Lisa M. Krueger
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8th day of May, 2014, Randy L. and Lisa M. Krueger, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12-11-2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this ____day of_____, 2014, by Andrew G. Heinen residing at 3960 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410795
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north ten feet (10') of the following described property:

> CAMELOT ESTATES, PART OF LOTS 1 & 2, BLK 3, DESCRIBED AS: COM AT SE COR SD LOT 2, TH N 62 DEG 44'W 59' ALG N LINE OF CAMELOT BLVD., TH N 16 DEG 32'-37"E 109.69', TH N 89 DEG 15'-30"E 45.09' TO W LINE OF S. 17TH PL., TH S 00 DEG 44'-30"W 43.15' ALG SD W LINE, TH S 15 DEG 15'- 23"W 92.89' ALG SD W LINE TO BEG, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN.

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 8 day of May, 2014.

Andrew G. Heinen
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8th day of May, 2014, Andrew G. Heinen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/16

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 6 day of May, 2014, by and between Richard W. and Robin J. Kalk, husband and wife, residing at 3321 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-716600
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east twelve feet (12') of the following described property:

NORTH SHORE SUBD NO 1, LOTS 18 & 19 BLK 10 & W ½ OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING E OF & ADJ TO SD LOTS, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 6 day of May, 2014.

Richard W Kalk
Richard W. Kalk
(Sign in the presence of a Notary Public)

Robin J Kalk
Robin J. Kalk
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6 day of May, 2014, Richard W. and Robin J. Kalk, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Wendy J Gorges
Wendy J Gorges
Notary Public-Sheboygan County
My commission expires 12-30-2015

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. June 2, 2014.

Your Committee to whom was referred Res. No. 14-14-15 by Alderperson Heidemann authorizing the acceptance of temporary limited easements for the Sidewalk Gap Project; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.3

Res. No. 14 - 14 - 15. By Alderperson Heidemann. May 19, 2014.

A RESOLUTION authorizing the acceptance of temporary limited easements for the Sidewalk Gap Project.

WHEREAS: The State of Wisconsin will solicit bids for the project in July 2014 and enter into contract in September 2014 for the Sidewalk GAP Project.

RESOLVED: That the City hereby is authorized to accept the temporary limited easements for the Sidewalk GAP Project.

Pub Wks. 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

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Van Horn Holdings, LLC** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Nine Hundred Fifty** dollars (**$950.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59024351652
59281215827

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature 5/7/14 Date

Charles E. Van Horn, Manager
Print Name

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Basil J. Buchko Jr.
Print Name, Notary Public, State of Wisconsin

Permanent
Date Commission Expires

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan

Parcel No.: 5

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 5

A Temporary Limited Easement over that part of Grantor's property lying within the following described parcel of land:

A part of the NW 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue, said point being the Point of Beginning of this description;
thence N25°-56'-29"E, 2.00 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 170.00 feet;
thence N25°-56'-29"E, 15.00 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 303.07 feet to the east line of Lot 2 of a Certified Survey Map filed in Volume 14 of Certified Survey Maps, Pages 193-194;
thence S00°-47'-45"W, along said east lot line, 5.52 feet;
thence S64°-03'-31"E, parallel with said northeasterly right-of-way line, 233.12 feet;
thence S63°-00'-25"E, parallel with said northeasterly right-of-way line, 200.30 feet;
thence S63°-55'-00"E, parallel with said northeasterly right-of-way line, 93.93 feet to the east line of Lot 1, of a Certified Survey Map filed in Volume 14 of Certified Survey Maps, Page 240;
thence S01°-59'-44"W, along said east lot line, 13.15 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, along said northeasterly right-of-way line, 99.39 feet;
thence N63°-00'-25"W, along said northeasterly right-of-way line, 200.29 feet;
thence N64°-03'-31"W, along said northeasterly right-of-way line, 708.43 feet to the Point of Beginning and the end of this description.
Containing 6,326 square feet of Grantor's property.

Parcel No.:	5
Grantor:	Van Horn Holdings LLC (Tax Key No.59024351652 & 59281215827)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

PERMANENT LIMITED EASEMENT

Exempt from fee: s.77.25(2r) Wis. Stats.
LPA1552 08/2011 (Replaces LPA3043) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **MMW Properties, LLC** GRANTOR, conveys a permanent limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Six Thousand Nine Hundred Eighty** dollars (**$6,980.00**) for the purpose of: **drainage area.**

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281312560

MARY J. KAPELLEN NOTARY PUBLIC STATE OF WISCONSIN

JDW 5/2/14.
Signature Date

JEREMY WILLIAMS
Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

5-2-14
Date

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Mary J. Kapellen
Signature, Notary Public, State of Wisconsin

Mary J. Kapellen
Print Name, Notary Public, State of Wisconsin

1-3-16
Date Commission Expires

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan

Parcel No.: 13

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 6

A Temporary Limited Easement over that part of Grantor's property lying within the following described parcel of land:

A part of the SE 1/4 of the SW 1/4 of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 35;
thence S89°-47'-18"W, along the south line of the SW 1/4 of said Section 35, 1300.70 feet;
thence N00°-12'-42"W, 671.75 feet to a point on the north right-of-way line of Washington Avenue at the east right-of-way line of S. 9th Street, said point being the Point of Beginning of this description;
thence N00°-19'-12"E, along said east right-of-way line of S. 9th Street, 4.00 feet;
thence S89°-52'-43"E, 444.90 feet;
thence N00°-07'-17"E, 16.00 feet;
thence S89°-52'-43"E, 45.13 feet;
thence S00°-25'-05"W, 12.00 feet;
thence S89°-52'-43"E, 110.17 feet;
thence S00°-25'-05"W, 6.00 feet;
thence S89°-52'-43"E, 69.79 feet;
thence N00°-07'-17"E, 6.00 feet;
thence S89°-52'-43"E, 45.00 feet;
thence S00°-07'-17"E, 8.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-52'43"W, along said north right-of-way line, 715.22 feet to the Point of Beginning and the end of this description.
Containing 1,780 square feet of Grantor's property, exclusive of the area of the Permanent Limited Easement described below.

Also, a Permanent Limited Easement over that part of Grantor's property lying within the following described parcel of land:

A part of the SE 1/4 of the SW 1/4 of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 35;
thence S89°-47'-18"W, along the south line of the SW 1/4 of said Section 35, 1300.70 feet;

thence N00°-12'-42"W, 671.75 feet to a point on the north right-of-way line of Washington Avenue at the east right-of-way line of S. 9th Street;
thence S89°-52'-43"E, along said north right-of-way line of Washington Avenue, 444.90 feet, to the Point of Beginning of this description;
thence N00°-07'-17"E, 20.00 feet;
thence S89°-52'-43"E, 45.13 feet;
thence S00°-25'-05"W, 20.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-52'43"W, along said north right-of-way line, 45.03 feet to the Point of Beginning and the end of this description.
Containing 901 square feet of Grantor's property.

Parcel No.:	13
Grantor:	MMW Properties LLC (Tax Key No.59281312560)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services April 16, 2012, revised June 8, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **Board of Water Commissioners** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Fifty** dollars (**$50.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281431020

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature 4/14/14 Date

JOE TRUEBLOOD
Print Name

Signature Date /

Print Name

Date

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Jane Werner
Signature, Notary Public, State of Wisconsin

JANE WERNER
Print Name, Notary Public, State of Wisconsin

4/2015
Date Commission Expires

JANE M WERNER NOTARY PUBLIC STATE OF WISCONSIN

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan

Parcel No.: 18

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the SW 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 909.92 feet;
thence N00°-25'-09"W, 1171.46 feet to a point on the arc of the curve of the southeasterly right-of-way line of Georgia Avenue, said point being the Point of Beginning of this description, the radius point of said curve lying southeasterly, 2086.00 feet;
thence northeasterly 250.37 feet along the arc of said curve, the long chord of which bears N52°-10'-16"E, 250.22 feet;
thence S35°-58'18"E, 1.00 feet to a point on the arc of a concentric curve to the left, having its radius point bearing southeasterly 2085.00 feet;
thence southwesterly 250.37 feet along the arc of said curve, the long chord of which bears S52°-10'-13"W, 250.22 feet;
thence N35°-59'-29"W, 1.00 feet to the Point of Beginning and the end of this description.
Containing 250 square feet of Grantor's property.

Parcel No.:	18
Grantor:	City of Sheboygan Board of Water Commissioners (Tax Key No.59281431020)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Neil A. Schneider and Linda M. Schneider** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Four Hundred Thirty** dollars (**$430.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215829

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature 4/17/14 Date

Neil Schneider
Print Name

Signature 4/17/14 Date

Linda Schneider
Print Name

4/17/14
Date

State of ~~Wisconsin~~ South Carolina)
) ss.
Charleston County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State ~~of Wisconsin~~ South Carolina

Stanley F. Huff
Print Name, Notary Public, State ~~of Wisconsin~~ South Carolina

8/17/2015
Date Commission Expires

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 28

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the North 1/4 corner of said Section 21;
thence S88°-46'-57"W, along the north line of the NW 1/4 of said Section 21, 82.00 feet;
thence S01°-13'-03"E, 33.00 feet to a point on the south right-of-way line of Superior Avenue and the Point of Beginning of this description;
thence N88°-46'-57"E, along said south right-of-way line, 2.33 feet to an angle point in said right-of-way line;
thence S48°-11'-49"E, 51.56 feet to an angle point in said right-of-way line;
thence S00°-25'-53"W, on a line 40 feet west of and parallel with the east line of said NW 1/4 of Section 21, being the west right-of-way line of Taylor Drive, 626.44 feet to the beginning of a curve to the right, having its radius point bearing westerly 955.00 feet;
thence southerly 216.22 feet along the arc of said right-of-way curve, the long chord of which bears S06°-55'-03"W, 215.76 feet;
thence S13°-24'-13"W, along the west right-of-way line of Taylor Drive, 32.18 feet;
thence S20°-14'-46"W, along the west right-of-way line of Taylor Drive, 10.38 feet to the south line of Tract 1 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S88°-41'-12"W, along said south line, 10.75 feet;
thence N20°-14'-46"E, 13.73 feet;
thence N13°-24'-13"E, 31.58 feet to the beginning of a curve to the left, having its radius point bearing westerly, 945.00 feet;
thence northeasterly 213.96 feet along the arc of said curve, the long chord of which bears N06°-55'-03"E, 213.50 feet;
thence N00°-25'-53"E, 24.18 feet to the north line of said Tract 1 of the Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S89°-03'-24"W, along said north line, 5.00 feet;
thence N00°-25'-53"E, 197.44 feet;
thence N89°-34'-07"W, 25.00 feet;
thence N00°-25'-53"E, 41.42 feet;
thence N88°-39'-32"E, 29.01 feet;
thence N00°-25'-53"E, 370.19 feet;
thence N48°-11'-49"W, 40.00 feet to the Point of Beginning and the end of this description.
Containing 2,833 square feet of Grantor's property.

Parcel No.:	28
Grantor:	Neil A. & Linda M. Schneider (Tax Key No.59281215829)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012, revised February 3, 2014

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Taylor-Superior, LLC** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Six Hundred Twenty** dollars (**$620.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215900

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature Date

Print Name

Signature 4-15-14
Date

Thomas Schak owner
Print Name

4-15-14
Date

State of Wisconsin)
) ss.
Milwaukee County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Jhousy Leon
Print Name, Notary Public, State of Wisconsin

March 15, 2016
Date Commission Expires

Com # DD303 438
JHOUSY LEON
Notary Public
State of Wisconsin
Exp. 3-15-16

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 30

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the North 1/4 corner of said Section 21;
thence S88°-46'-57"W, along the north line of the NW 1/4 of said Section 21, 82.00 feet;
thence S01°-13'-03"E, 33.00 feet to a point on the south right-of-way line of Superior Avenue and the Point of Beginning of this description;
thence N88°-46'-57"E, along said south right-of-way line, 2.33 feet to an angle point in said right-of-way line;
thence S48°-11'-49"E, 51.56 feet to an angle point in said right-of-way line;
thence S00°-25'-53"W, on a line 40 feet west of and parallel with the east line of said NW 1/4 of Section 21, being the west right-of-way line of Taylor Drive, 626.44 feet to the beginning of a curve to the right, having its radius point bearing westerly 955.00 feet;
thence southerly 216.22 feet along the arc of said right-of-way curve, the long chord of which bears S06°-55'-03"W, 215.76 feet;
thence S13°-24'-13"W, along the west right-of-way line of Taylor Drive, 32.18 feet;
thence S20°-14'-46"W, along the west right-of-way line of Taylor Drive, 10.38 feet to the south line of Tract 1 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S88°-41'-12"W, along said south line, 10.75 feet;
thence N20°-14'-46"E, 13.73 feet;
thence N13°-24'-13"E, 31.58 feet to the beginning of a curve to the left, having its radius point bearing westerly, 945.00 feet;
thence northeasterly 213.96 feet along the arc of said curve, the long chord of which bears N06°-55'-03"E, 213.50 feet;
thence N00°-25'-53"E, 24.18 feet to the north line of said Tract 1 of the Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence S89°-03'-24"W, along said north line, 5.00 feet;
thence N00°-25'-53"E, 197.44 feet;
thence N89°-34'-07"W, 25.00 feet;
thence N00°-25'-53"E, 41.42 feet;
thence N88°-39'-32"E, 29.01 feet;
thence N00°-25'-53"E, 370.19 feet;
thence N48°-11'-49"W, 40.00 feet to the Point of Beginning and the end of this description.
Containing 4,101 square feet of Grantor's property.

Parcel No.:	30
Grantor:	Taylor-Superior LLC (Tax Key No.59281215900)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **Lutheran Church of Our Redeemer** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Eighty** dollars (**$80.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215100

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature — Date: May 5, 2014

Kenneth R. Hemenway
Print Name
Congregational Chairman

Signature — Date

Print Name

Date

DEBORA L. SCHNUELLE NOTARY PUBLIC STATE OF WISCONSIN

May 5, 2014

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Debora L. Schnuelle
Signature, Notary Public, State of Wisconsin

Debora L. Schnuelle
Print Name, Notary Public, State of Wisconsin

10-9-16
Date Commission Expires

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 1

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 4

A Temporary Limited Easement over that part of Grantor's property lying within the following described parcels of land:

A part of the SW 1/4 of the NE 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southwest corner of the NE 1/4 of said Section 21;
thence N89°-21'-49"E, along the south line of the NE 1/4 of said Section 21, 451.99 feet;
thence N00°-38'-11"W, 826.50 feet to the south right-of-way line of Wilgus Avenue, said point being on the arc of a curve to the right, having its radius point bearing southerly, 1399.42 feet, said point also being the Point of Beginning of this description;
thence easterly 34.66 feet along the arc of said right-of-way curve, the long chord of which bears N79°-44'-44"E, 34.66 feet;
thence S09°-41'-57"E, 5.68 feet;
thence S79°-35'-13"W, 34.59 feet;
thence N10°-25'-46"W, 5.77 feet to the Point of Beginning and the end of this description.
Containing 201 square feet of Grantor's property.
part of Grantor's property lying within the following described parcels of land:

Also, a part of the SW 1/4 of the NE 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the Southwest corner of the NE 1/4 of said Section 21;
thence N89°-21'-49"E, along the south line of the NE 1/4 of said Section 21, 451.99 feet;
thence N00°-38'-11"W, 826.50 feet to the south right-of-way line of Wilgus Avenue, said point being on the arc of a curve to the right, having its radius point bearing southerly, 1399.42 feet;
thence easterly 140.69 feet along the arc of said right-of-way curve, the long chord of which bears N81°-54'-59"E, 140.64 feet to the Point of Beginning of this description;
thence continuing easterly 42.55 feet along the arc of said south right-of-way line, the long chord of which bears N85°-40'-02"E, 42.55 feet;
thence S03°-42'-01"E, 7.33 feet;
thence S85°-30'-42"W, 42.33 feet;
thence N05°-21'-35"W, 7.44 feet to the Point of Beginning and the end of this description.
Containing 318 square feet of Grantor's property.

Parcel No.:	1
Grantor:	Lutheran Church of our Redeemer (Tax Key No.59281215100)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **Shamer LLC** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Fifty** dollars (**$50.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215824

see Addendum A

This easement shall terminate upon completion of the construction project for which this instrument is given.

Signature: [signature] Date: 4/28/14
Print Name: George Bullard

Signature: [signature] Date: 4-28-14
Print Name: Shannon Bullard

Date: 4-28-14

State of Wisconsin
Sheboygan County ss.
On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin: [signature]
Print Name, Notary Public, State of Wisconsin: JOSEPH H. COADY
Date Commission Expires: 2-1-15

JOSEPH H. COADY NOTARY PUBLIC STATE OF WISCONSIN

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 9

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 5

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue;
thence S64°-03'-31"E, along said northeasterly right-of-way line, 708.43 feet;
thence S63°-00'-25"E, along said northeasterly right-of-way line, 200.29 feet;
thence S63°-55'-00"E, along said northeasterly right-of-way line, 99.39 feet to the west line of Tract A of a Certified Survey Map filed in Volume 4 of Certified Survey Maps, Page 32, and the Point of Beginning of this description;
thence N01°-59'-44"E, along said west line, 7.67 feet;
thence S63°-55'-00"E, 200.06 feet;
thence S01°-59'-44"W, 2.19 feet;
thence S63°-55'-00"E, 250.84 feet;
thence S00°-35'-08"W, 3.32 feet;
thence S63°-55'-00"E, 139.17 feet;
thence N00°-35'-04"E, 1.10 feet;
thence S63°-55'-00"E, 198.70 feet;
thence S00°-33'-40"W, 1.10 feet;
thence S63°-55'-00"E, 90.88 feet;
thence S26°-05'-00"W, 2.00 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, 878.84 feet to the Point of Beginning and the end of this description.
Containing 278 square feet of Grantor's property.

Parcel No.:	9
Grantor:	Shamer LLC (Tax Key No.59281215824)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

Addendum A

STATEMENT TO CONSTRUCTION ENGINEER

LPA1528 8/2011 (Replaces DT3034) s. 84.09 Wis. Stats.

Provide copies to: project engineer, parcel folder and owner

Owner Name(s)	Address	Area code - phone
Shamer LLC	640 School Street Kohler, WI 53044-1430	Home: Cell: 920-627-2092 Work: 920-452-2446
Tenant, if any	**Address**	**Area code – phone**
		Home: Cell: Work:

- **Basic concepts of construction project have been explained to owner.**
- **All commitments agreed upon between negotiator and property owner are listed below.**
- **No other commitments, either verbal or implied, are valid.**
- **All commitments are subject to approval of WisDOT.**

Commitments made (fences, driveways, trees, drainage or other items):

The City of Sheboygan has agreed to move the sidewalk toward Wilgus Avenue along the portion of the property near the company signs so the signs will not be disturbed.

Any lawn area disturbed to be replaced and reseeded.

Any driveway area disturbed to be replaced in kind.

Other matters of interest and owner concerns:

Please contact landonwer during construction prior to any limits on traffic in the driveway areas, in order for the company to contact patients regarding access/parking.

4-28-14

Property Owner Signature Date

5/1/2014

Negotiator Signature Carol J. Ahles Date

4-28-14

Property Owner Signature Date

Commitments Approved:

Approving Authority Signature and Title

Date

Project No.: 4996-01-54 County: Sheboygan Parcel No.: 9

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **QSO Taylor, LLC** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Two Hundred Ten** dollars (**$210.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281215828

This easement shall terminate upon completion of the construction project for which this instrument is given.

Deborah DeBlacy 5/7/14
Signature Date

Deborah DeBlacy
Print Name

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s).

Truda Muench
Signature, Notary Public, State of Wisconsin

Truda Muench
Print Name, Notary Public, State of Wisconsin

9.3.17
Date Commission Expires

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 12

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 5

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Northwest corner of said Section 21;
thence N88°-46'-57"E, along the north line of the NW 1/4 of said Section 21, 733.36 feet;
thence S01°-13'-03"E, 339.51 feet to a point on the northeasterly right-of-way line of Wilgus Avenue;
thence S64°-03'-31"E, along said northeasterly right-of-way line, 708.43 feet;
thence S63°-00'-25"E, along said northeasterly right-of-way line, 200.29 feet;
thence S63°-55'-00"E, along said northeasterly right-of-way line, 99.39 feet to the west line of Tract A of a Certified Survey Map filed in Volume 4 of Certified Survey Maps, Page 32, and the Point of Beginning of this description;
thence N01°-59'-44"E, along said west line, 7.67 feet;
thence S63°-55'-00"E, 200.06 feet;
thence S01°-59'-44"W, 2.19 feet;
thence S63°-55'-00"E, 250.84 feet;
thence S00°-35'-08"W, 3.32 feet;
thence S63°-55'-00"E, 139.17 feet;
thence N00°-35'-04"E, 1.10 feet;
thence S63°-55'-00"E, 198.70 feet;
thence S00°-33'-40"W, 1.10 feet;
thence S63°-55'-00"E, 90.88 feet;
thence S26°-05'-00"W, 2.00 feet to the northeasterly right-of-way line of Wilgus Avenue;
thence N63°-55'-00"W, 878.84 feet to the Point of Beginning and the end of this description.
Containing 181 square feet of Grantor's property.

Parcel No.:	12
Grantor:	QSO Taylor LLC (Tax Key No.59281215828)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 15

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being a part of Tract 2 of a Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316, and located in part of the NE 1/4 of the NW 1/4 of Section 21, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the Center of said Section 21;
thence N00°-25'-53"E, along the east line of the NW 1/4 of said Section 21, 1667.55 feet;
thence N89°-34'-07"W, 106.25 feet to a point on the westerly right-of-way line of Taylor Drive and the Point of Beginning of this description;
thence N76°-30'-53"W, 23.83 feet;
thence N13°-29'-07"E, 46.90 feet to the north line of Tract 2 of said Certified Survey Map filed in Volume 7 of Certified Survey Maps, Page 316;
thence N88°-41'-12"E, along said north tract line, 24.65 feet to the westerly right-of-way line of said Taylor Drive;
thence S13°-29'-07"W, along said westerly right-of-way line, 53.20 feet to the Point of Beginning and the end of this description.
Containing 1,193 square feet of Grantor's property.

Parcel No.:	12
Grantor:	QSO Taylor LLC (Tax Key No.59281215828)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

COPY

THIS EASEMENT, made by **Wisconsin Power & Light Co.** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **One Hundred Forty** dollars (**$140.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

Grantee shall indemnify and hold Grantor harmless from and against any claims arising by way of the Grantee's acts or omissions in the course of its work in the easement area; but only to the extent caused by, arising out of, or relating to the work of Grantee.

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281312540

This easement shall terminate upon completion of the construction project for which this instrument is given.

Laurie Sokolak 5-1-14
Signature Date

Laurie Sokolak, Manager Real Estate and Right-of-Way
Print Name

Signature Date

Print Name

Date

JASON HOGAN NOTARY PUBLIC STATE OF WISCONSIN

State of Wisconsin)
) ss.
Dane County)

On the above date, this instrument was acknowledged before me by the named person(s).

Jason Hogan
Signature, Notary Public, State of Wisconsin

Jason Hogan
Print Name, Notary Public, State of Wisconsin

August 4, 2017
Date Commission Expires

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 14

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 6

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the SE 1/4 of the SW 1/4 of Section 35, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 35;
thence S89°-47'-18"W, along the south line of the SW 1/4 of said Section 35, 1300.70 feet;
thence N00°-12'-42"W, 671.75 feet to a point on the north right-of-way line of Washington Avenue at the east right-of-way line of S. 9th Street, said point being the Point of Beginning of this description;
thence N00°-19'-12"E, along said east right-of-way line of S. 9th Street, 4.00 feet;
thence S89°-52'-43"E, 444.90 feet;
thence N00°-07'-17"E, 16.00 feet;
thence S89°-52'-43"E, 45.13 feet;
thence S00°-25'-05"W, 12.00 feet;
thence S89°-52'-43"E, 110.17 feet;
thence S00°-25'-05"W, 6.00 feet;
thence S89°-52'-43"E, 69.79 feet;
thence N00°-07'-17"E, 6.00 feet;
thence S89°-52'-43"E, 45.00 feet;
thence S00°-07'-17"E, 8.00 feet to the north right-of-way line of Washington Avenue;
thence N89°-52'43"W, along said north right-of-way line, 715.22 feet to the Point of Beginning and the end of this description.
Containing 881 square feet of Grantor's property.

Parcel No.:	14
Grantor:	Wisconsin Power & Light Co. (Tax Key No.59281312540)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services April 16, 2012, revised June 8, 2012

STATEMENT TO CONSTRUCTION ENGINEER

LPA1528 8/2011 (Replaces DT3034) s. 84.09 Wis. Stats.

Provide copies to: project engineer, parcel folder and owner

Owner Name(s)	Address	Area code - phone
Wisconsin Power & Light Co.	4421 Tower Drive Sheboygan, WI 53081-8478	Home: Cell: Work:
Tenant, if any	**Address**	**Area code – phone**
		Home: **Cell:** **Work:**

- **Basic concepts of construction project have been explained to owner.**
- **All commitments agreed upon between negotiator and property owner are listed below.**
- **No other commitments, either verbal or implied, are valid.**
- **All commitments are subject to approval of WisDOT.**

Commitments made (fences, driveways, trees, drainage or other items):

None. —

Other matters of interest and owner concerns:

Laurie Sokolak April 17, 2014
Property Owner Signature Date
Laurie Sokolak, Manager Real Estate and Right-of-Way

Carol J. Olson 5/2/2014
Negotiator Signature Date

Property Owner Signature Date

Commitments Approved:

Ryan J. Zayas 5/14/14
Approving Authority Signature and Title Date

Project No.: 4996-01-54 County: Sheboygan Parcel No.: 14

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **Inreit BL Sheboygan, LLC** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **One Thousand One Hundred Eight** dollars (**$1,180.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
59281431063

This easement shall terminate upon completion of the construction project for which this instrument is given.

Brad Swenson 4-22-14
Signature Date

Brad Swenson - President
Print Name

Signature Date

Print Name

Date

State of ~~Wisconsin~~ North Dakota)
) ss.
Cass County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of ~~Wisconsin~~ North Dakota

Karrah L Hallisey
Print Name, Notary Public, State of ~~Wisconsin~~ North Dakota

March 19, 2019
Date Commission Expires

KARRAH L. HALLISEY
Notary Public
State of North Dakota
My Commission Expires Mar. 19, 2019

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 17

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, located in part of the SW 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 268.07 feet;
thence N00°-25'-09"W, 33.00 feet to a point on the north right-of-way line of Union Avenue at the west right-of-way line of Georgia Avenue, said point being the Point of Beginning of this description;
thence S89°-34'-51"W, along the north right-of-way line of Union Avenue, 20.01 feet;
thence N01°-41'-03"E, 336.00 feet;
thence S88°-18'-57"E, 20.00 feet to the west right-of-way line of Georgia Avenue;
thence S01°-41'-03"W, along said west right-of-way line, 335.26 feet to the Point of Beginning and the end of this description.
Containing 6,713 square feet of Grantor's property.

Also, commencing at the South 1/4 corner of said Section 28;
thence N89°-34'-51"E, along the south line of the SE 1/4 of said Section 28, 268.07 feet;
thence N00°-25'-09"W, 33.00 feet to a point on the north right-of-way line of Union Avenue at the west right-of-way line of Georgia Avenue;
thence N01°-41'-03"E, along said west right-of-way line of Georgia Avenue, 364.19 feet to the Point of Beginning of this description;
thence N88°-18'-57"W, 5.00 feet;
thence N01°-41'-03"E, 203.51 feet to the beginning of a curve to the right, having its radius point bearing easterly 312.84 feet;
thence northerly 32.23 feet along the arc of said curve, the long chord of which bears N04°-44'-52"E, 32.21 feet to the south line of Lot 99, First Addition to Rammer Estates Subdivision;
thence S82°-06'-52"E, along said south lot line, 5.00 feet to a point on the arc of the west right-of-way line of Georgia Avenue, the radius point of which bears easterly 307.84 feet;
thence southerly 31.69 feet along the arc of the curve to the left, the long chord of which bears S04°-44'-48"W, 31.68 feet, to the end of said curve;
thence S01°-41'-03"W, along the west right-of-way line of Georgia Avenue, 203.50 feet to the Point of Beginning and the end of this description.
Containing 1,177 square feet of Grantor's property.

Parcel No.: 17

Grantor:	Inreit BL Sheboygan LLC (Tax Key No.59281431063)
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **The Settlement at Lost Creek Condominium Association** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **One Thousand Five Hundred** dollars (**$1,500.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number

This easement shall terminate upon completion of the construction project for which this instrument is given.

James F. Krause 4/24/14
Signature Date

James F. Krause
Print Name

President

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
Maricopa County)

On the above date, this instrument was acknowledged before me by the named person(s).

Jeanine M. Conwell-Foszcz
Signature, Notary Public, State of Wisconsin

Jeanine M. Conwell-Foszcz
Print Name, Notary Public, State of Wisconsin

March 26, 2018
Date Commission Expires

Jeanine M. Conwell-Foszcz
Notary Public - Arizona
Maricopa County
My Commission Expires
March 26, 2018

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 20

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being part of the common area of The Settlement at Lost Creek Condominium, located in part of the NE 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the East 1/4 corner of said Section 28;
thence S00°-00'-26"E, along the east line of the SE 1/4 of said Section 28, 536.40 feet;
thence S89°-59'-34"W, 4.42 feet to the east line of said Condominium at a point 12 feet southeasterly of the southeasterly right-of-way line of Georgia Avenue, said point being on the arc of a curve whose radius point lies southeasterly 2433.00 feet;
thence southwesterly 131.71 feet along the arc of said curve to the left, the long chord of which bears S55°-36'-40"W, 131.69 feet;
thence S54°-03'-25"W, 10.93 feet to the east right-of-way line of Black Walnut Trail;
thence N13°-29'-09"W, along said east right-of-way line, 12.98 feet to the southeasterly right-of-way line of Georgia Avenue;
thence S54°-03'-25"W, 85.06 feet to the southwesterly right-of-way line of Black Walnut Trail at the southeasterly right-of-way line of Georgia Avenue and the Point of Beginning of this description;
thence S35°-50'-34"E, along said southwesterly right-of-way line of Black Walnut Trail, 18.00 feet;
thence S54°-03'-25"W, 78.03 feet to the beginning of a curve to the right, having its radius point bearing northwesterly 2195.25 feet;
thence southwesterly 482.72 feet along the arc of said curve, the long chord of which bears S60°-21'-23"W, 481.75 feet to Grantor's west property line;
thence N15°-06'-10"W, along said west line, 18.19 feet to the southeasterly right-of-way line of Georgia Avenue, said point lying on the arc of a curve to the left, having its radius point bearing northwesterly 2177.25 feet;
thence northeasterly 476.16 feet along the arc of said right-of-way curve, the long chord of which bears N60°-19'-20"E, 475.21 feet;
thence N54°-03'-25"E, along said southeasterly right-of-way line, 78.06 feet to the Point of Beginning and the end of this description.
Containing 10,035 square feet of Grantor's property.

Parcel No.:	20
Grantor:	The Settlement at Lost Creek Condominium Association
Grantee:	City of Sheboygan

Description by: Ken Wolf, AECOM Technical Services
March 30, 2012

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 10/2011 (Replaces LPA3042)

THIS EASEMENT, made by **The Settlement at Lost Creek Condominium Association** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **Two Hundred Sixty** dollars (**$260.00**) for the purpose of **grading and/or sloping**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

Legal description:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

COPY

This space is reserved for recording data

Return to
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number

This easement shall terminate upon completion of the construction project for which this instrument is given.

James F. Krause 4/24/14
Signature Date

James F. Krause
Print Name

President

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
Maricopa County)

On the above date, this instrument was acknowledged before me by the named person(s).

Jeanine M. Conwell-Foszcz
Signature, Notary Public, State of Wisconsin

Jeanine M. Conwell-Foszcz
Print Name, Notary Public, State of Wisconsin

March 26, 2018
Date Commission Expires

Jeanine M. Conwell-Foszcz
Notary Public - Arizona
Maricopa County
My Commission Expires
March 26, 2018

Project ID: 4996-01-54 This instrument was drafted by: Carol Ahles on behalf of the City of Sheboygan Parcel No.: 22

EASEMENT DESCRIPTION
For Sidewalk Construction
Sheboygan, WI
Segment 9

That part of Grantor's property lying within the following described parcel of land:

A parcel of land for a Temporary Limited Easement, being part of the common areas of The Settlement at Lost Creek Condominium, located in part of the NE 1/4 of the SE 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as:

Commencing at the East 1/4 corner of said Section 28;
thence S00°-00'-26"E, along the east line of the SE 1/4 of said Section 28, 536.40 feet;
thence S89°-59'-34"W, 4.42 feet to the east line of said Condominium at a point 12 feet southeasterly of the southeasterly right-of-way line of Georgia Avenue and the Point of Beginning of this description, said point being on the arc of a curve to the left, whose radius point lies southeasterly 2433.00 feet;
thence southwesterly 131.71 feet along the arc of said curve, the long chord of which bears S55°-36'-40"W, 131.69 feet;
thence S54°-03'-25"W, 10.93 feet to the east right-of-way line of Black Walnut Trail;
thence N13°-29'-09"W, along said east right-of-way line, 12.98 feet to the southeasterly right-of-way line of Georgia Avenue;
thence N54°-03'-25"E, along said southeasterly right-of-way line, 5.83 feet to the beginning of a curve to the right, having its radius point bearing southeasterly 2445.00 feet;
thence northeasterly 140.24 feet along the arc of said right-of-way curve, the long chord of which bears N55°-42'-01"E, 140.22 feet to the northeast corner of said Condominium;
thence S00°-00'-26"W, along the east line of said Condominium, 14.27 feet to the Point of Beginning and the end of this description.
Containing 1,732 square feet of Grantor's property.

Parcel No.:	22
Grantor:	The Settlement at Lost Creek Condominium Association
Grantee:	City of Sheboygan
Description by:	Ken Wolf, AECOM Technical Services March 30, 2012

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. June 2, 2014.

Your Committee to whom was referred Res. No. 15-14-15 by Alderperson Heidemann authorizing signing an easement for a mini-storm sewer (Crycan); recommends that the Resolution be passed.

Concurs

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.9

Res. No. 15 - 14 - 15. By Alderperson Heidemann
May 19, 2014.

A RESOLUTION authorizing signing an easement for a mini-storm sewer in various locations.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign an easement for the City for mini-storm sewer in the following location:

1. Cynthia L. Grycan and Stanley M. Crycan, 1126 Cherry Ln.

Pub Wks. 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

EASEMENT

THIS INDENTURE, made this 15th day of May, 2014, by Cynthia L. Grycan and Stanley M. Grycan, a married couple, residing at 1126 Cherry Lane, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return to:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-318310
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north 15 feet (15') of the west twenty feet (20') of the following described property:

SCHIPPERS SOUTH HIGH SUBD NO 2, LOT 29, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 15th day of May, 2014.

Cynthia L. Grycan

Cynthia L. Grycan
(Sign in the presence of a Notary Public)

Stanley M. Grycan

Heidemann
Bohren

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 15 day of May, 2014, Cynthia L. Grycan and Stanley M. Grycan, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public-Sheboygan County
My commission expires _____
MY COMMISSION EXPIRES 12/9/17

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. June 2, 2014.

Your Committee to whom was referred Res. No. 12-14-15 by Alderpersons Heidemann and Bohren authorizing signing easements for mini-storm sewers in various locations (Janey, Heinrich, Krueger, Heinen, Kalk); recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.1

Res. No. 12 - 14 - 15. By Alderpersons Heidemann and Bohren.
May 19, 2014.

A RESOLUTION authorizing signing an easement for mini-storm sewers in various locations.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign easements for the City for mini-storm sewers in the following lots:

1. Sara A. Janey, 3949 S. 17th Place
2. Thomas W. Heinrich, 3953 S. 17th Place
3. Randy L. and Lisa M. Krueger, 3955 S. 17th Place
4. Andrew G. Heinen, 3960 S. 17th Place
5. Richard W. and Robin J. Kalk, 3321 N. 9th St.

Pub. Wks. 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

EASEMENT

THIS INDENTURE, made this ____day of _____, 2014, by Sara A. Janey, 3949 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410780
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east ten feet (10') of the west ninety-three feet (93') of the following described property:

CAMELOT ESTATES, N 60' OF LOT 25 BLK 2, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 5 day of ~~March~~ May (5), 2014.

Sara A. Janey
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5 day of May, 2014, Sara A. Janey, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jodie Edney

Notary Public-Sheboygan County
My commission expires 8-21-17

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 7th day of May, 2014, by Thomas W. Heinrich, 3953 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410775
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east ten feet (10') of the west ninety-three feet (93') of the following described property:

CAMELOT ESTATES, PRT OF LOTS 24 & 25 BLK 2, DESC AS: COM IN W LINE OF LOT 25 S-00-DEG-44'-30"E 60' OF NW COR LOT 25 BLK 2, TH N-89-DEG-15'-30"E 190.28' TO E LINE LOT 25, TH S-08-DEG-27'-22"W 60.78', TH S-89-DEG 15'-30"W 181.18' TO E LINE OF S. 17TH PLACE, TH NLY 16.86' ALG THE ARC OF A CURVE CONVEX ELY HAVING A RADIUS OF 228.52', THE CHORD OF WHICH BEARS N-01-DEG-22'- 21"E 16.86', TH N-00-DEG-44' -30"W 43.15' TO BEG. CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 7th day of May, 2014.

Thomas W. Heinrich
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 7th day of May, 2014, Thomas W. Heinrich, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Cheryl Senkbeil
Notary Public-Sheboygan County
My commission expires July 1, 2017

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this ____day of _____, 2014, by and between Randy L. and Lisa M. Krueger, husband and wife, residing at 3955 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410770
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north six feet (6') of the following described property:

CAMELOT ESTATES PRT OF LOTS 23 & 24 BLK 2 DESC AS: COM IN NE LINE OF LOT 24 N-08-DEG-27'-22"E 19.28' OF NE COR OF LOT 23, TH S-77-DEG-53'-20"W 191.38' TO E LINE OF S. 17TH PLACE, TH NLY 23.47' ALG THE ARC OF A CURVE CONVEX WLY HAVING A RADIUS OF 100', THE CHORD OF WHICH BEARS N-08-DEG-00'-43" E 23.42', TH NLY 44.87' ALG THE ARC OF A CURVE CONVEX ELY HAVING A RADIUS OF 228.52', THE CHORD OF WHICH BEARS N-09-DEG-06'-42"E 44.80', TH N-89-DEG-15'-30"E 181.18', TH S-08-DEG-27'-22" W 29.95' TO BEG, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 8 day of May, 2014.

Randy L. Krueger
Randy L. Krueger
(Sign in the presence of a Notary Public)

Lisa M Krueger
Lisa M. Krueger
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8th day of May, 2014, Randy L. and Lisa M. Krueger, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12-11-2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this ____day of_____, 2014, by Andrew G. Heinen residing at 3960 S. 17th Place, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-410795
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north ten feet (10') of the following described property:

> CAMELOT ESTATES, PART OF LOTS 1 & 2, BLK 3, DESCRIBED AS: COM AT SE COR SD LOT 2, TH N 62 DEG 44'W 59' ALG N LINE OF CAMELOT BLVD., TH N 16 DEG 32'-37"E 109.69', TH N 89 DEG 15'-30"E 45.09' TO W LINE OF S. 17TH PL., TH S 00 DEG 44'-30"W 43.15' ALG SD W LINE, TH S 15 DEG 15'- 23"W 92.89' ALG SD W LINE TO BEG, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN.

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 8 day of May, 2014.

Andrew G. Heinen
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8th day of May, 2014, Andrew G. Heinen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/16

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

EASEMENT

THIS INDENTURE, made this 6 day of May, 2014, by and between Richard W. and Robin J. Kalk, husband and wife, residing at 3321 N. 9th Street, Sheboygan, Wisconsin 53083, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue
Sheboygan WI 53081

59281-716600
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east twelve feet (12') of the following described property:

NORTH SHORE SUBD NO 1, LOTS 18 & 19 BLK 10 & W ½ OF THAT PRT OF VAC PUBLIC PLAYGROUND LYING E OF & ADJ TO SD LOTS, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

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

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

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

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 6 day of May, 2014.

Richard W Kalk
Richard W. Kalk
(Sign in the presence of a Notary Public)

Robin J Kalk
Robin J. Kalk
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6 day of May, 2014, Richard W. and Robin J. Kalk, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Wendy J Gorges
Wendy J Gorges
Notary Public-Sheboygan County
My commission expires 12-20-2015

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2014, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 0101166

II

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

Submitting various license applications.

City Clerk

AMBULANCE LICENSE (June 30, 2015)

No.	Name	Address
1245	Orange Cross Ambulance	1919 Ashland Ave.

AMUSEMENT LICENSE (June 30, 2015)

No.	Name	Address
3060	TJ's Twisted Chicken	1410 indiana Ave.
2728	Theisen Vending Company	3447 Kohler Memorial Dr.

MOBILE HOME PARK LICENSE (June 30, 2015)

No.	Name	Address
1170	Indian Meadows	3636 S. Business Dr.

TEMPORARY CLASS "B" BEER LICENSE

No.	Name	Address
3031	Military Heritage Museum	824 S. 8th St. - one-day events to be held 6/6/14 & 6/20/14 to include the auditorium Area only.

II

R. O. No. _____ - 14 - 15. By TRANSIT. June 2, 2014.

Your Commission who met and discussed a copy of R. O. No. 339-14-15 by the City Clerk submitting a communication from the John Michael Kohler Arts Center making various requests of the City for the 44th Annual Midsummer Festival of the Arts on July 19 and 20, 2014; recommends approval of the request.

Consent

_____
Director of Parking and Transit

II

3.10

R. O. No. 339- 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a communication from the John Michael Kohler Arts Center making various requests of the City for the 44th Annual Midsummer Festival of the Arts on July 19 and 20, 2014.

PP+S,
P.W.
+ Transit
approve request

Susan Richards
City Clerk

JOHN MICHAEL **KOHLER ARTS CENTER**

expect the unexpected

608 New York Ave.
Sheboygan, WI
53081-4507

P 920 458 6144
F 920 458 4473
www.jmkac.org

March 7, 2014

City Clerk Office
828 Center Ave
Sheboygan, WI 53081

To Whom It May Concern,

The John Michael Kohler Arts Center will be holding the forty-fourth annual Midsummer Festival of the Arts on July 19 and 20, 2014.

John Michael Kohler Arts Center is asking that our requests be directed to the appropriate committees. To implement our plans for the John Michael Kohler Arts Center's forty-second Annual Midsummer Festival of the Arts, we respectfully request the following from the City of Sheboygan:

1. **Permission to close Wisconsin Avenue to traffic between Sixth and Seventh Streets from 11:00 a.m. on Friday, July 18 – 7:00 p.m. on Sunday, July 20.** We are requesting to close this street through the entire weekend (including overnight) so we can place artist booths on Wisconsin Ave. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary. Wells Fargo drive-thru windows would still be accessible on Sixth Avenue.

2. **Permission to close Sixth Street to traffic between the northwestern corner of Sixth Street and New York Avenue and the southeastern corner of Sixth Street and Wisconsin Avenue from 11:00 a.m. on Friday, July 18 - 7:00 p.m. on Sunday, July 20.** We are requesting to close this street through the entire weekend (including overnight) so we can place artist booths on Sixth Street. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary.

3. **Permission to close New York Avenue to traffic between Sixth and Seventh Streets from 11:00 a.m. on Friday, July 18 – 7:00 p.m. on Sunday, July 20.** We are requesting to close New York Avenue through the entire weekend (including overnight) so we can place artist booths on New York Avenue. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary.

4. **Permission to prohibit metered parking** in the following locations starting at 11:00 a.m. on Friday, July 18 until 7:00 p.m. on Sunday, July 20: the north and south sides of New York Avenue between Sixth and Seventh Streets; the west side of Sixth Street between Wisconsin and New York Avenues; and the north

and south sides of Wisconsin Avenue between Sixth Street and Seventh Street; and the east side of Seventh street in between New York and Wisconsin Avenues. as well as metered parking on the corner of Seventh Street and New York Avenue to allow the placement of a dumpster. The Art Center will need to obtain sixty-five parking meter covers for this procedure.

Because the Midsummer Festival of the Arts is a community event sponsored by the Arts Center as a public service, the fees from the prohibition of metered parking have always been waived in the past and we hope that you will continue this policy for this year's festival.

5. **Permission to prohibit all non-metered parking on the east side of Sixth Street** between Wisconsin and New York Avenues. No signage would be required, as the closing of Sixth Street would control parking here.

6. **Permission to place a dumpster on the southwest corner of New York Avenue and 7th Street.** This allows the festival attendees and artists to not be directly located next to the trash as in previous years.

7. **Permission to allow beer and wine to be sold in the food vendor area, located in the Arts Center parking lot.** As in 2013, the Arts Center will be accepting outside food vendors for the 2014 festival. The food vendor will be juried into the show sometime in April and we anticipate accepting between 7-10 vendors total. We are hoping to set up the food vendors along with the wine tent and beer trailer (same as last year) in the Arts Center's parking lot located directly in front of the Arts Center's main building across New York Avenue. We will also have an additional tent upset for beverages on the Arts Center ground by the live music. Since we would be serving alcoholic beverages from these stations we need to request a change of or extension of our normal premise to sell alcohol from the Arts Center's parking across New York Avenue. We will not be selling any alcoholic beverages on the city streets, but festival participants will be consuming their alcoholic beverages on city streets within the festival grounds, which include the streets that we have requested, blocked during festival hours above.

   The wine and beer tents will be operating (selling alcohol) during festive hours only:

   Saturday, July 19 from 10:00 a.m. – 5:00 p.m.

   Sunday, July 20 from 10:00 a.m. – 4:00 p.m.

   The beer trailer will be put into place in the afternoon on Friday, July 18 and removed from our parking lot on Monday, July 21, in the morning.

   We will only be selling wine and beer – no hard liquor will be distributed from these stations.

8. **Permission to rent picnic tables, park benches, and traffic cones from the city.** A fax with exact amounts needed, will be sent over to city.

If you have any questions in regard to these requests, please feel free to contact me at the Arts Center, 920-694-4560. The John Michael Kohler Arts Center deeply appreciates the past support that the City has demonstrated for the Midsummer Festival of the Arts. We look forward to once again bringing this popular event to our residents and visitors to our community. Thank you for your assistance.

Sincerely,

JOHN MICHAEL KOHLER ARTS CENTER

aSalazar.

Amanda Salazar
Special Events and Hospitality Coordinator

VI

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 2, 2014.

Your Committee to whom was referred R. O. No. 46-14-15 by the City Clerk submitting a communication from RCS Empowers requesting permission to display a temporary in-street pedestrian sign at the crosswalk located at the bike path crossing on Geele Ave., just north of their facility; 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

II

4.5

R. O. No. 46 - 14 - 15. By CITY CLERK. May 19, 2014.

Submitting a communication from RCS Empowers requesting permission from the City of Sheboygan to display a temporary in-street pedestrian sign at the crosswalk located at the bike path crossing on Geele Ave., just north of their facility at 1607 Geele Ave.

Pass
ap & file

Susan Richards
City Clerk

RCS Empowers
People. Community. Business.

MAY 14'14 AM10:41

May 13, 2014

City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081
Attn: City Clerk

Re: Permission to Display "Yield to Pedestrian" In-Street Crosswalk Sign

RCS Empowers, Inc. is requesting permission from the City of Sheboygan to display a temporary in-street pedestrian sign at the crosswalk located at the bike path crossing on Geele Avenue, just north of our facility at 1607 Geele Avenue. I did receive information from Ryan Sazama as to the particular signage RCS would need to purchase if approved.

As you may be aware, RCS has and continues to develop the garden area north of Geele Avenue. With this project area being located across Geele Avenue, we many times take groups of our participants (disabled individuals) across the street to learn about gardening or to perform gardening tasks. With the amount of traffic on Geele Avenue, it becomes very challenging to cross the street safely. It is our hope that placing a temporary pedestrian sign on either side of the crosswalk would help in raising the awareness of motorists to the potential for pedestrians crossing in this area.

Thank you so much for your consideration, and I will wait your response.

Sincerely,

Monica L. Senkbeil

Monica L. Senkbeil
Vice President/Human Resources

RCS, Inc.
1607 Geele Avenue
Sheboygan, WI 53083

920-458-8261
Fax: 920-458-8361

www.rcsempowers.com

Community Services Employment Services Contract Packaging

Ronald L. Van Rooyen
President

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 2, 2014.

Your Committee to whom was referred Gen. Ord. No. 7-14-15 by Alderperson Heidemann relating to mid-block crosswalks so as to add a mid-block crosswalk in the 800 block of Broughton Dr.; recommends that the Ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Other Matters

8.10

Gen. Ord. No. 7 - 14 - 15. By Alderperson Heidemann. May 19, 2014.

AN ORDINANCE relating to mid-block crosswalks so as to add a mid-block crosswalk in the 800 block of Broughton Drive.

WHEREAS, pursuant to Section 118-50, Sheboygan Municipal Code, the Sheboygan Police Department has determined that there is particular danger to pedestrians crossing Broughton Drive;

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

Section 1. A mid-block crosswalk shall be created on Broughton Drive 125 feet north of the north curb line of Wisconsin Avenue, to 137 feet north of the north curb line of Wisconsin 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.

PP+S
ac + 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

V

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 2, 2014.

Your Committee to whom was referred Com. No. 1-14-15 from Jim Reinl requesting the "no parking" signs be removed in the alley for the rest of the year other than winter - across from Golden Harbor; recommends that the Communication 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

I

3.1

Com. No. 1 - 14 - 15. May 19, 2014.

Submitting communications from Jim Reinl requesting "no parking" signs be removed in the alley for the rest of the year other than winter - across from Golden Harbor.

Presented to the Common Council by Alderperson Kathryn Donohue.

PP+S
file

A PERSONAL NOTE FROM
James A. Reinl

MAY 12 '14 PM 3:08

Alderwoman,
another week losing 3 parking spots here across from Golden Harbor, with no work done.
If alley would be open, it would be a place to park for a short time.
If you get a chance to drive by---- lots of room now in alley. Thanks

Jim Reinl
5/8/14
(920) 395-2426 or
(920) 946-1480

would like "no parking" sign down for rest of year other than winter.

2014

Innovative Impressions

EP·Direct

ep-directprinting.com

5/4/14

MAY 12 '14 PM 3:08

TO LYN DONOHUE
ALDERWOMAN

I'd like to ask you to petition to take down "No Parking" sign in the alley.

All week long we lost 3 parking places to "GOLDEN HARBOR" for work they expect to do. Nothin' was done all week. We could've parked in the alley but ... "No Pking" for summer we'd at least like the sign down.

Please fix it out soon. Lots of room now. We need it

Jim Reinl

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 2, 2014.

Your Committee to whom was referred Gen. Ord. No. 8-14-15 by Alderperson Heidemann creating a no parking zone on the west side of Broughton Dr. south of Washington Ct.; recommends that the ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Other Matters

8.11

Gen. Ord. No. 8 - 14 - 15. By Alderperson Carlson. May 19, 2014.

AN ORDINANCE creating a no parking zone on the west side of Broughton Drive south of Washington Court.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the west side of Broughton Drive from 145 feet south of the south curb line of Washington Court to 50 feet south of the south curb line of Washington Court is hereby added to the list of locations where no parking is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PP&S
ac + 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

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 2, 2014.

Your Committee to whom was referred Gen. Ord. No. 9-14-15 by Alderperson Heidemann creating a no parking, stopping, or standing zone on the east and west sides of Broughton Dr. south of Washington Ct.; recommends that the Ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Other Matters

8.12

Gen. Ord. No. 9 - 14 - 15. By Alderperson Carlson. May 19, 2014.

AN ORDINANCE creating a no parking, stopping, or standing zone on the east and west sides of Broughton Drive south of Washington Court.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east and west sides of Broughton Drive from the south curb line of Washington Court to 60 feet south of the south curb line of Washington Court is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPS
ac & 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

IX

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. June 2, 2014.

Your Committee to whom was referred Gen. Ord. No. 10-14-15 by Alderperson Heidemann creating a no parking, stopping, or standing zone on the east and west sides of Broughton Dr. north of Washington Ave.; recommends that the Ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Other Matters

8.13.

Gen. Ord. No. 10 - 14 - 15. By Alderperson Carlson. May 19, 2014.

AN ORDINANCE creating a no parking, stopping, or standing zone on the east and west sides of Broughton Drive north of Wisconsin Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the east and west sides of Broughton Drive from the north curb line of Wisconsin Avenue to 90 feet north of Wisconsin Avenue is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PPS
acr 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

I

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

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

Presented to the Common Council by Alderperson _____.
Bohren

Finance

Richards, Susan

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

Sheboygan City Clerk Sue Richards - Sue

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

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.452.1777
jim.bohren@ci.sheboygan.wi.us

2014 - 2015 Committee Assignments
Public Works Committee
Salaries & Grievances Committee
Capital Improvements Commission
Senior Activity Center Commission

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

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

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

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

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

II

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

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

Finance

Susan Richards
City Clerk

MAY 28 '14 AM 11:15

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

05/20/2014

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

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

Dear City Clerk- Linda Schreoder:

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

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

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

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

Please send payment to:

National Document Center
PO Box 268992
Oklahoma City, Ok 73126

Sincerely,

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

DATE RECEIVED 5-28-14 RECEIVED BY JS Schroeder

CLAIM NO. 6-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 28 '14 AM 11:15

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

1. Name of Claimant: Mid-Century Insurance Company A/S/O Bryan Knez

2. Home address of Claimant: 703 N 10th St

3. Home phone number: 715-05-2240

4. Business address and phone number of Claimant: PO Box 268994 Oklahoma City, OK 73126

5. When did damage or injury occur? (date, time of day) 02/28/2014 @ 11:00 PM

6. Where did damage or injury occur? (give full description) 1315 N 23rd St., Sheyboygan, WI

7. How did damage or injury occur? (give full description) The driver of your vehicle struck my insured's parked vehicle.

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

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

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

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

   (a) Public property alleged to be dangerous:

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

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

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

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

Auto:	$ 857.96
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 857.96

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT A/S/O Bryan Kuez DATE 5/20/14

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

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

5/28/14

CLAIM 6-14

LS Schroeder

MAY 28 '14 AM 11:15

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

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 857.96.

SIGNED A/S/O Bryan Knez DATE: 5/26/14

ADDRESS: PO Box 268994
Oklahoma City OK 73126

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

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

Payments

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

Mid-Century Insurance Company

FOR SUPPLEMENT, PLEASE VISIT – WWW.THESHOPOFCHOICE.COM/FARMERS

EMS Estimate

Estimate Identification

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

Owner Information

Owner: BRYAN KNEZ **Phone 1:** **Phone 2:**

Repair Facility

Name: Sheboygan Chev/Buick/GMC/Cad
3400 SOUTH BUSINESS DRIVE
SHEBOYGAN, WI 53081-
(920) 459-6855 FAX: (920) 459-6286

Insurance Company

Name: Mid-Century Insurance Company
Billingsley,Mary
mary.billingsley@hpcs.com
(913) 827-5191

Vehicle Information

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

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

Estimate Line Detail

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

Estimate Totals

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

Labor Summary

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

Part Sources

Additional Information

****

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

subject to fines and confinement in state prison.

****

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

****

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

****

QUALITY REPLACEMENT PARTS WARRANTY

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

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

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

****

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

****

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

****

THIS IS NOT AN AUTHORIZATION TO REPAIR.

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

II

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

Submitting a Claim and Demand for Damages regarding Jaime Olivas.

Finance

Susan Richards
City Clerk

Claim # 26-17
Rec'd 5-28-14
LS Schroeder

PERSONAL SERVICE UPON CITY CLERK

MAY 28 '14 PM 4:02

CLAIM AND DEMAND FOR DAMAGES

( ) Personal ( ) Substitute
( ) Posted (X) Corporate

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

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

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

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

1. That Lisa Olivas is an adult residing at 2216A Kroos Court, Sheboygan, WI 53081.

2. That Aean Olivas is an adult residing at 1237 Trimberger Court, Sheboygan, WI 53081.

3. That Lisa Olivas is the special administrator for the Estate of Jaime Olivas and is the mother of decedent Jaime Olivas.

4. That Aean Olivas is the father of decedent Jaime Olivas.

5. That prior to November 29, 2011 David Biebel authorized the City of Sheboygan to mount a leaf collection system on the front of a City of Sheboygan municipal vehicle so as to obstruct the driver's visibility.

6. That on the 29th day of November, 2011 at approximately 8:15 a.m., the decedent, Jaime Olivas was walking to school at Tower Academy on North 6th Street, in the City of Sheboygan, Wisconsin.

7. That the speed limit on N. 6th Street was 25 miles per hour.

8. That the City of Sheboygan knew that a school known as the Tower Academy occupied the building.

9. That Gary Niemann negligently operated a City of Sheboygan municipal vehicle with a leaf collection system installed so as to obstruct the driver's visibility. Mr. Niemann struck the decedent Jaime Olivas causing him to sustain personal injuries resulting in his death.

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

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

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

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

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

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

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

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

Dated this 27th day of May, 2014.

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

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

David J. Lisko
State Bar No. 1005056

COLLISION RECONSTRUCTION REPORT

FEBRUARY 20, 2012

MUNICIPAL VEHICLE V. PEDESTRIAN

JAIME OLIVAS

NOVEMBER 29, 2011

NORTH 6TH STREET AT NEW YORK AVENUE

CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

PURPOSE

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

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

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

INVESTIGATION

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

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

In reconstructing this collision, we performed the following tasks:

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

COLLISION SITE & VEHICLE INSPECTION

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

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

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

Image 2 – Leaf collector and Ford dump truck

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

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

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

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

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

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

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

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

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

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

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

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

Review of Police Reports

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

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

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

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

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

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

ENGINEERING REPORT

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

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

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

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

TIME & DISTANCE ANALYSIS

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

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

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

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

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

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

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

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

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

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

VISIBILITY ANALYSIS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUMMARY & CONCLUSIONS

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

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

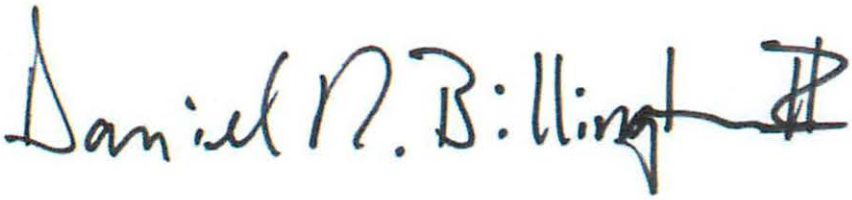
> **Trans. 305.34(6)** Nothing may be placed or suspended in or on the vehicle or windshield so as to obstruct the driver's clear vision through the windshield. There may not be any posters, stickers or other non- transparent material, other than a certificate or sticker issued by order of a governmental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

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

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

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

Respectfully,



Daniel R. Billington II, ACTAR #1913
Senior Collision Reconstructionist – M-CRASH Group, LLC

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Appendix A

LETTER REPORT

Prepared for:

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

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

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

Wolf Technical Services, Inc.◦ 9855 Crosspoint Blvd. Suite 126 ◦ Indianapolis, IN 46256
(800) 783-9653 ◦ (317) 842-6075 ◦ FAX (317) 842-6974

WOLF
9855 Crosspoint Boulevard ▾ Suite 126 ▾ Indianapolis, Indiana 46256-3336 ▾ 800.783.9653 ▾ 317.842.6075 ▾ F: 317.842.6974
specializing in:
FORENSIC AND AEROSPACE ENGINEERING
wolftechnical.com

January 28, 2013

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

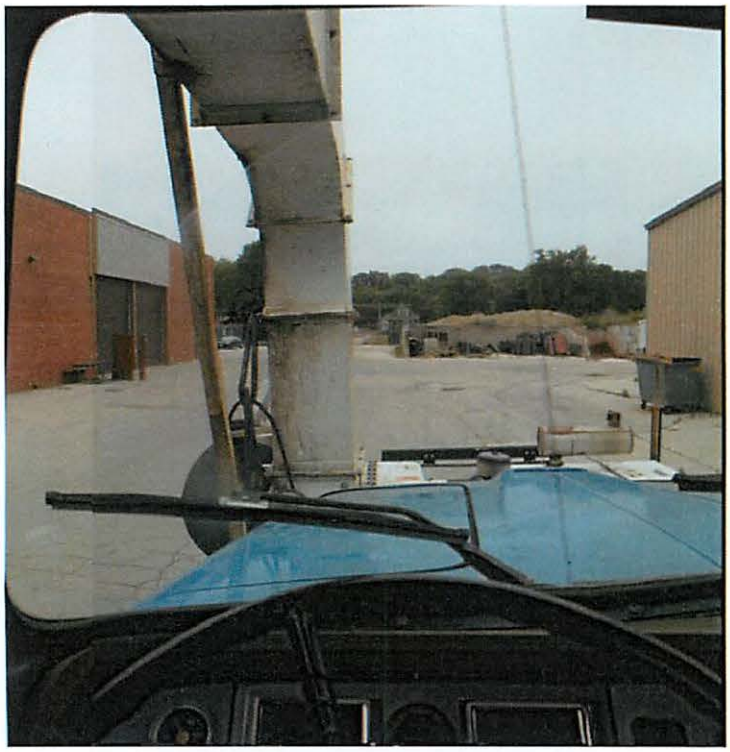
Attn: Dan Billington

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

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

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

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



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

January 28, 2013

ADDITIONAL WORK

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

Respectfully submitted,

James Casassa, P.E.

Reviewed by,

William E. Dickinson, P.E.

WOLF
9855 Crosspoint Boulevard ▾ Suite 126 ▾ Indianapolis, Indiana 46256-3336 ▾ 800.783.9653 ▾ 317.842.6075 ▾ F: 317.842.6974
specializing in:
FORENSIC AND AEROSPACE ENGINEERING
wolftechnical.com

January 28, 2013

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

Attn: Dan Billington

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

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

Appendix B

N
W
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100

N
W
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S
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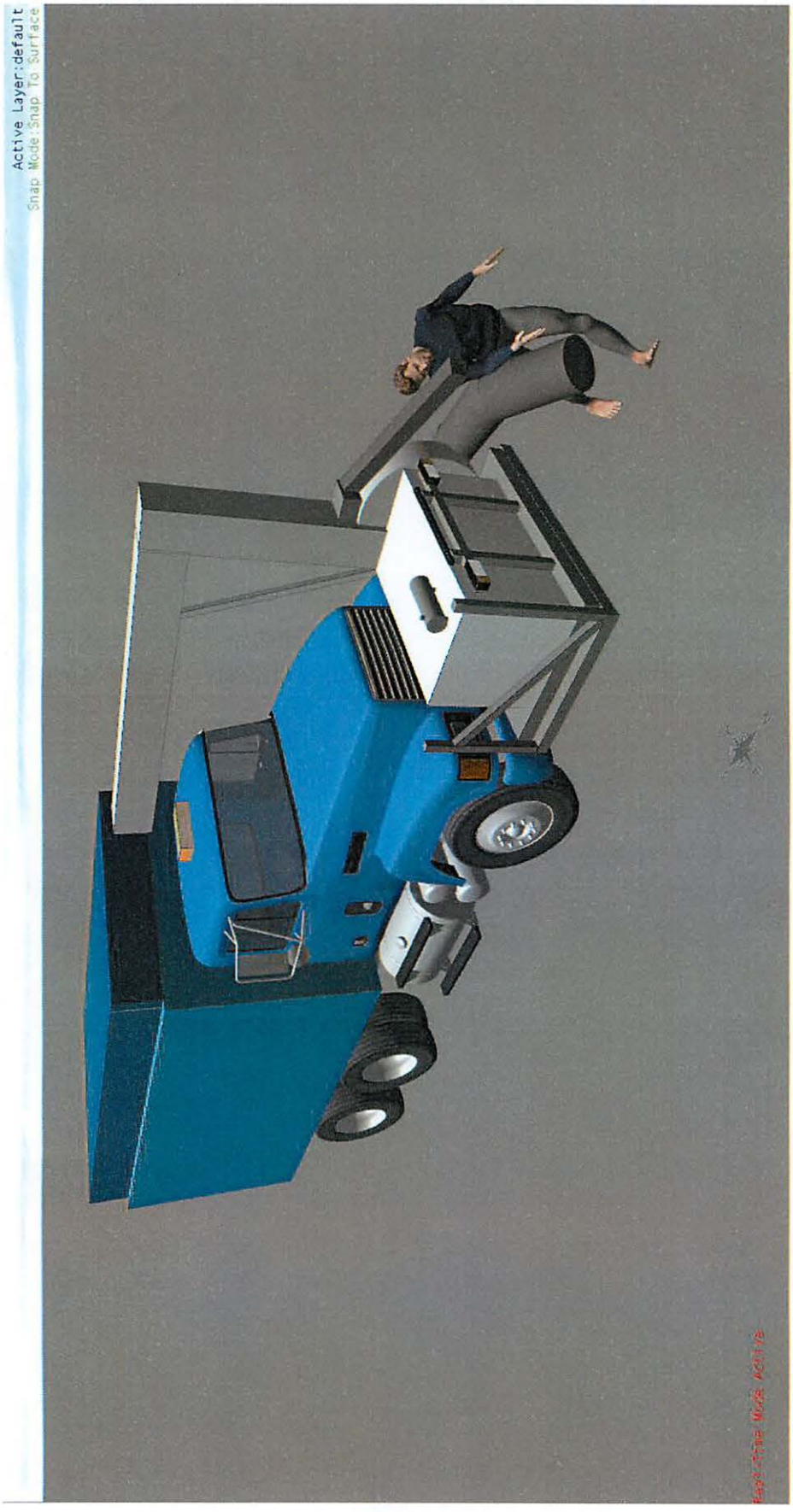
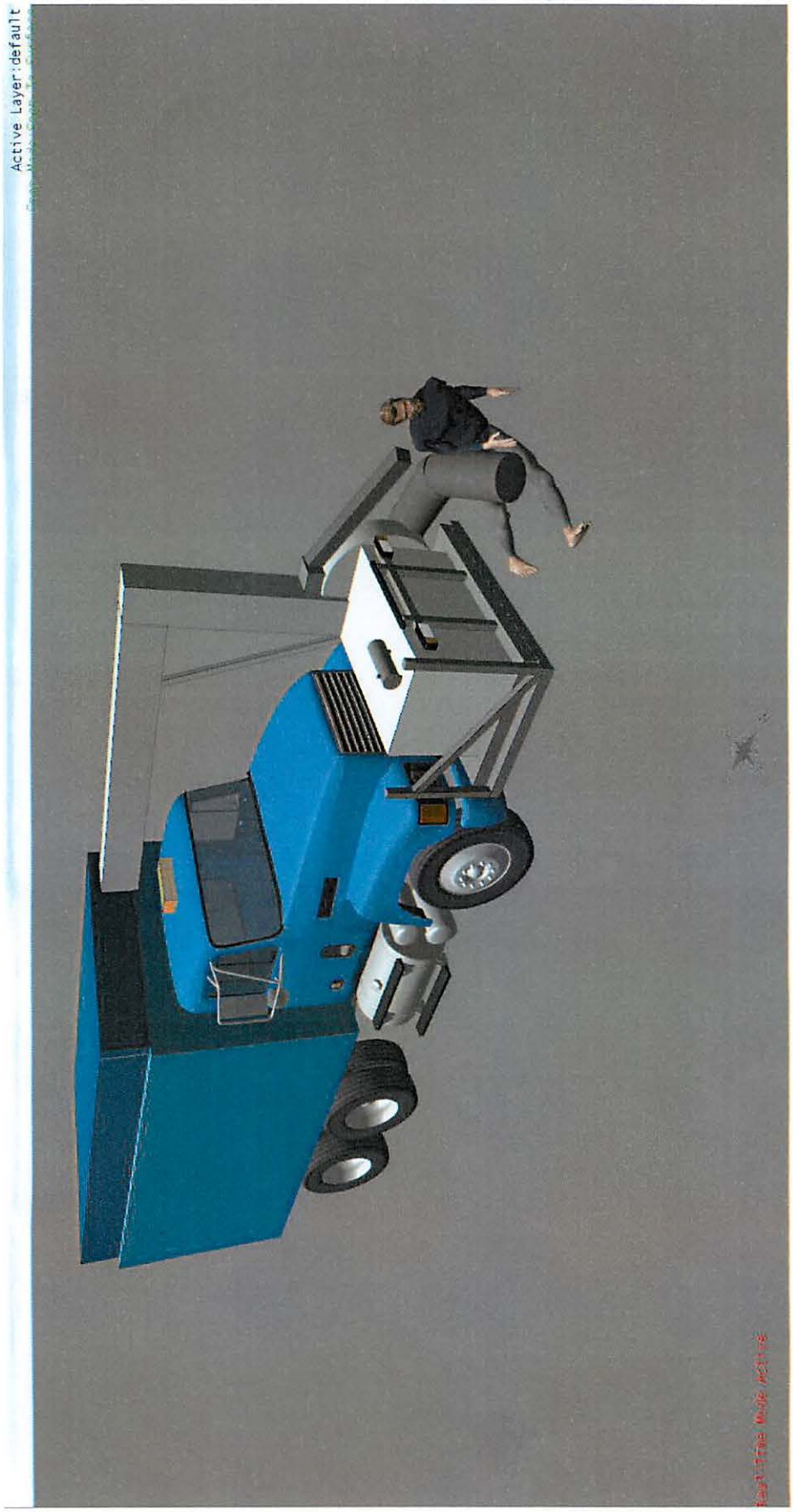
50
100

Appendix C


Active Layer:default
Snap Mode:Snap To Surface


Active Layer:default
Snap Mode:Snap To Surface
Real-Time Mode ACTIVE


Active Layer:default


Active Layer:default
Snap Mode:Snap To Surface

II

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

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

Finance
&
Water Ut.

Susan Richards
City Clerk

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

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

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

April 21, 2014

Dear DEPARTMENT OF PUBLIC WORKS:

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

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

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

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

Sincerely,

Subrogation Specialist.

CITY OF SHEBOYGAN
MAY 22 2014
FINANCE DEPARTMENT

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

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

AFO92-0419-467412135-00536-536

Make check payable to: Afni, Inc

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

DEPT 556 6033224514046
PO BOX 4115
CONCORD CA 94524

ADDRESS SERVICE REQUESTED

#BWNFTZF #AFO6033224514046#

3 04001118868 110632 00000550000

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

AFNI INC
PO BOX 3068
BLOOMINGTON IL 61702-3068

SECURITY CODE

AFO92-0419-467412135-00536-536

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

Credit Card Number _____ Security Code _____

Expiration Date _____ Payment Amount $ _____

Name as it appears on Card _____

Signature of Card Holder _____

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

Address _____

City _____ State _____ Zip _____

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

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

DEPARTMENT OF PUBLIC WORKS

Insurance carrier: _____

Address: _____

Phone number: _____

Policy#: _____

Agent: _____

Claim #: _____

Adjuster Name/Phone: _____

Change of Address:

Address: _____

City, State, Zip: _____

Telephone: _____

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

AFNI INC
PO BOX 3068
BLOOMINGTON IL 61702-3068

II

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

Submitting a communication from Kevin Hartl requesting a waiver from the Sex Offender Residency restrictions in order to live at 1636 Indiana Ave. (apt. # to be determined).

PP&B

Susan Richards
City Clerk

MAY 22 '14 PM 2:50

Date 5-22-14

My name is Kevin Hartl.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1636 Indiana Ave.

Sheboygan, WI 53081 (apt # to be determined)

Signature Kevin Hartl

Phone No 920-331-1960

II

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

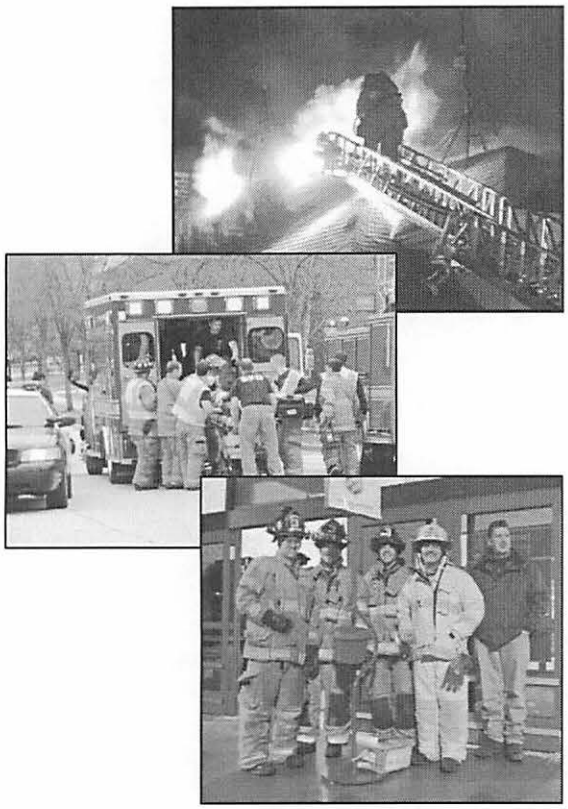
Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2013, and ending December 31, 2013.

pp+5.

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.

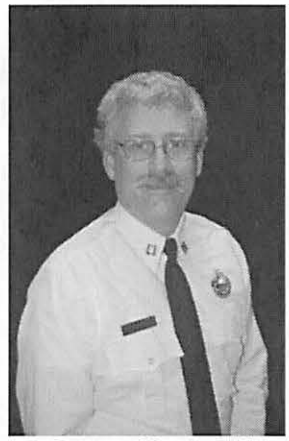
Department Vision

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.

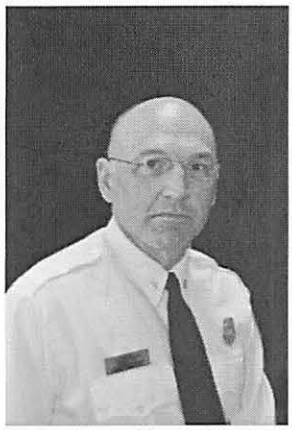
Sheboygan Fire Department Management and Administrative Staff

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

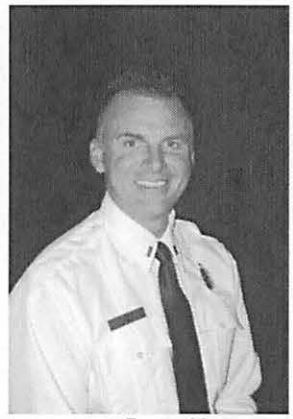


ASSISTANT CHIEF – VERNON KOCH
ASSISTANT CHIEF OF THE DEPARTMENT

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



COMMANDER – KEITH RISSE
SHIFT COMMANDER A SHIFT
TRAINING

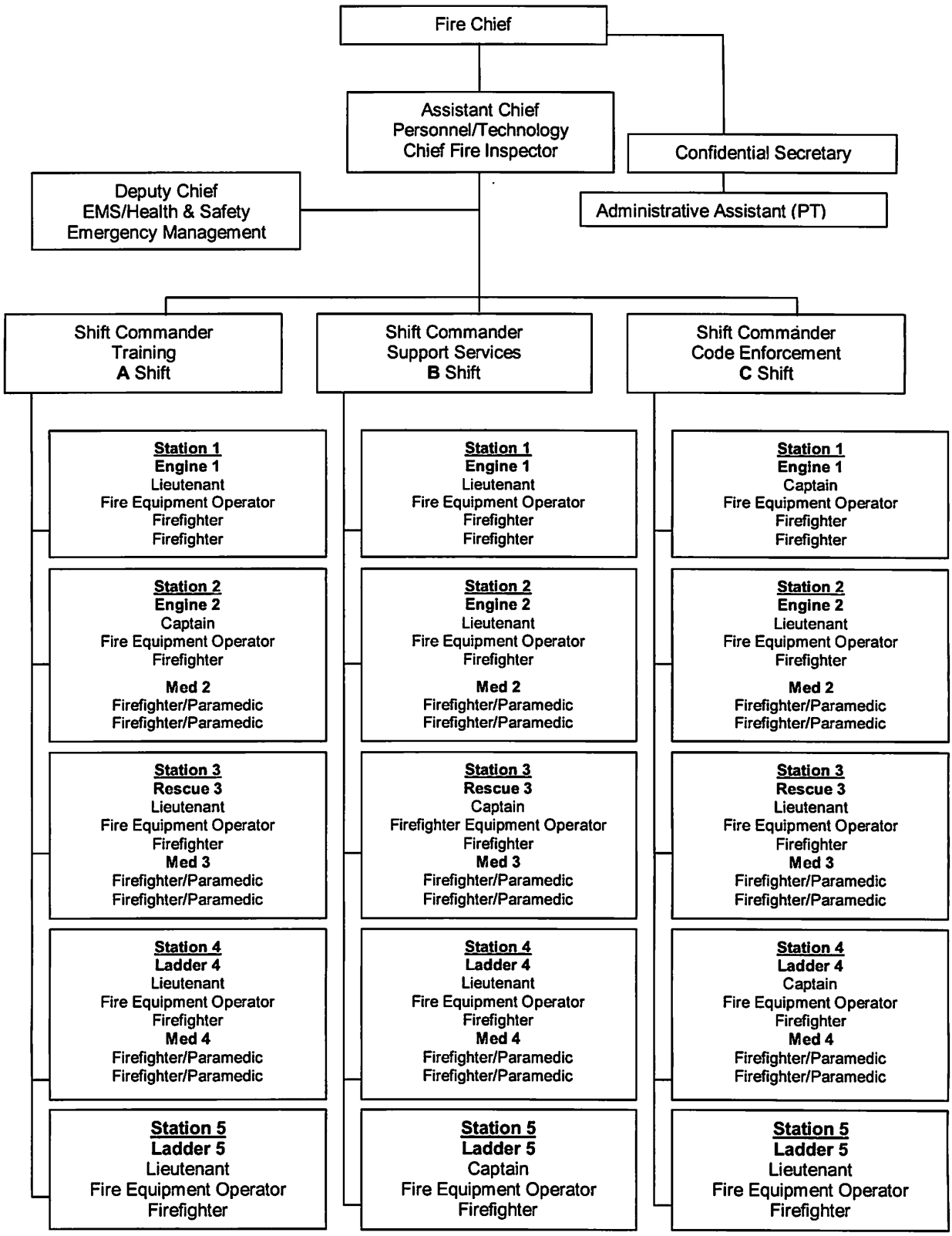


COMMANDER – DEAN KLEIN
SHIFT COMMANDER B SHIFT
SUPPORT SERVICES

COMMANDER – GARY KOLBERG SHIFT
COMMANDER C SHIFT
CODE ENFORCEMENT

CONFIDENTIAL SECRETARY
LISA HORN

ADMINISTRATIVE ASSISTANT
JENNIFER ALBRIGHT


Fire Chief
Assistant Chief
Personnel/Technology
Chief Fire Inspector
Confidential Secretary
Deputy Chief
EMS/Health & Safety
Emergency Management
Administrative Assistant (PT)
Shift Commander
Training
A Shift
Shift Commander
Support Services
B Shift
Shift Commander
Code Enforcement
C Shift
Station 1
Engine 1
Lieutenant
Fire Equipment Operator
Firefighter
Firefighter
Station 1
Engine 1
Lieutenant
Fire Equipment Operator
Firefighter
Firefighter
Station 1
Engine 1
Captain
Fire Equipment Operator
Firefighter
Firefighter
Station 2
Engine 2
Captain
Fire Equipment Operator
Firefighter
Med 2
Firefighter/Paramedic
Firefighter/Paramedic
Station 2
Engine 2
Lieutenant
Fire Equipment Operator
Firefighter
Med 2
Firefighter/Paramedic
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Lieutenant
Fire Equipment Operator
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Captain
Firefighter Equipment Operator
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Captain
Fire Equipment Operator
Firefighter
Med 4
Firefighter/Paramedic
Firefighter/Paramedic
Station 5
Ladder 5
Lieutenant
Fire Equipment Operator
Firefighter
Station 5
Ladder 5
Captain
Fire Equipment Operator
Firefighter
Station 5
Ladder 5
Lieutenant
Fire Equipment Operator
Firefighter

Sheboygan Fire Department Stations

Fire Station #1
833 New York Avenue
Engine 1
Trench Rescue Trailer
Fire Boat

Average Daily Staffing: 3

Fire Station #2
2413 South 18th Street
Engine 2
Med 2
Mobile Operations Command Post Vehicle

Average Daily Staffing: 4

Fire Station #3
1326 North 25th Street – Department Headquarters
Rescue 3
Med 3
Shift Commander Car

Med 6 (Reserve Ambulance)

Average Daily Staffing: 4

Fire Station #4
2622 North 15th Street
Ladder 4
Med 4
Engine 6 (Reserve Engine)

Average Daily Staffing: 4

Fire Station #5
4504 South 18th Street
Ladder 5
Engine 7 (Reserve Engine)

Average Daily Staffing: 2

Services Provided by the Sheboygan Fire Department

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

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

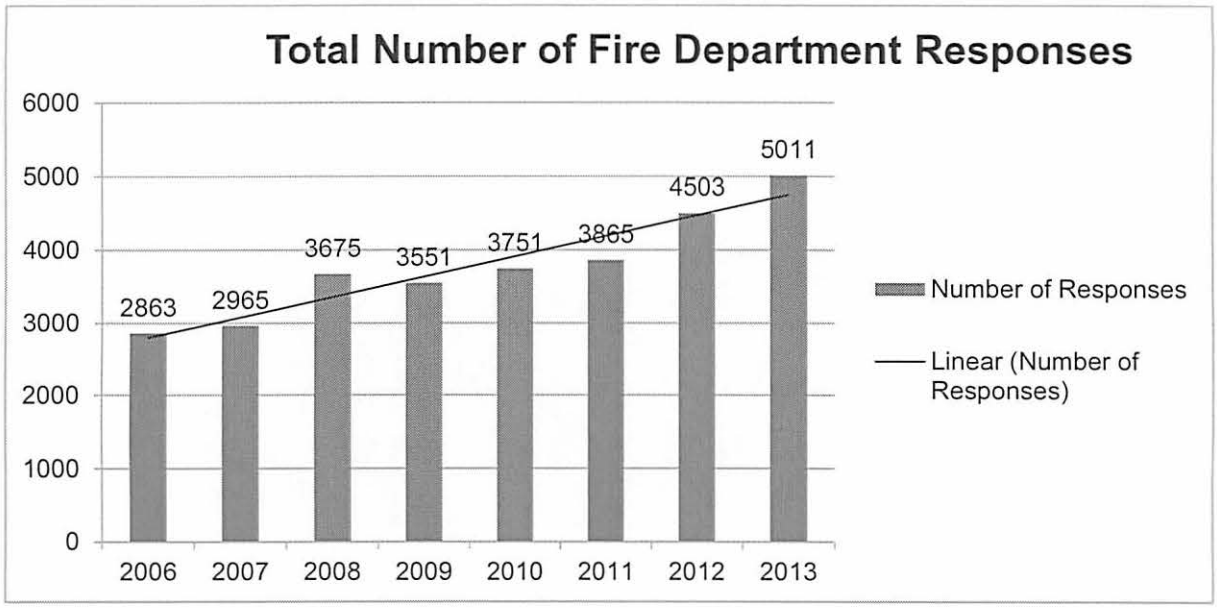
- Tuckpointing on the masonry at Station #4 was completed. Roof replacement process was started to address leaks.
- Kitchen at Station #2 was updated with new countertops and the addition of a dishwasher.
- All stations were inspected and brought up to code for commercial water supplies.
- Apparatus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

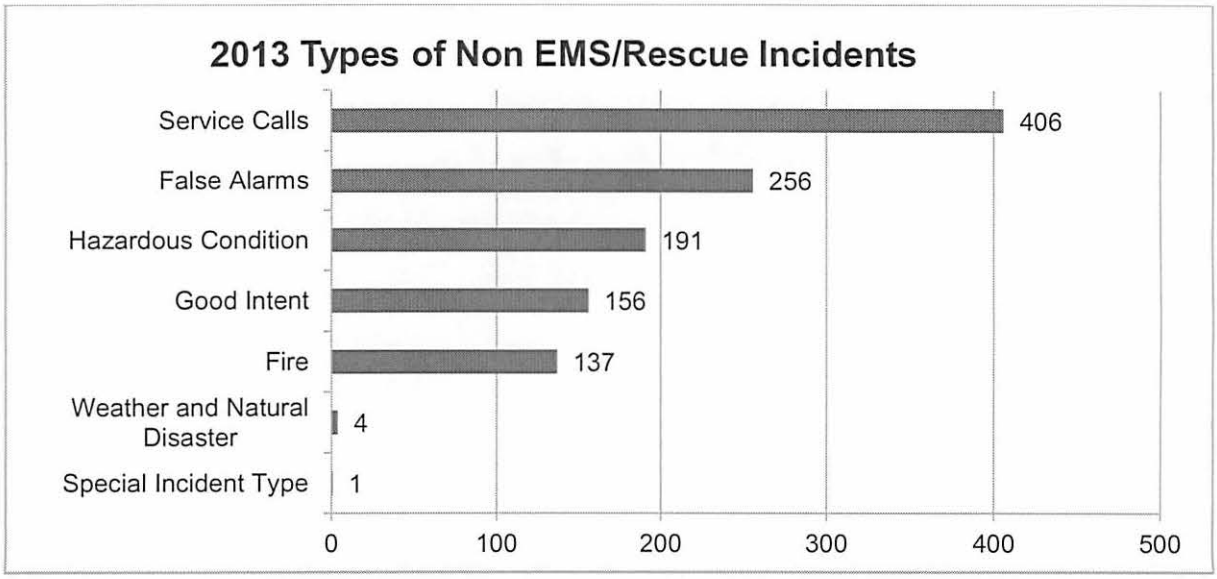
Vehicles

- 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.

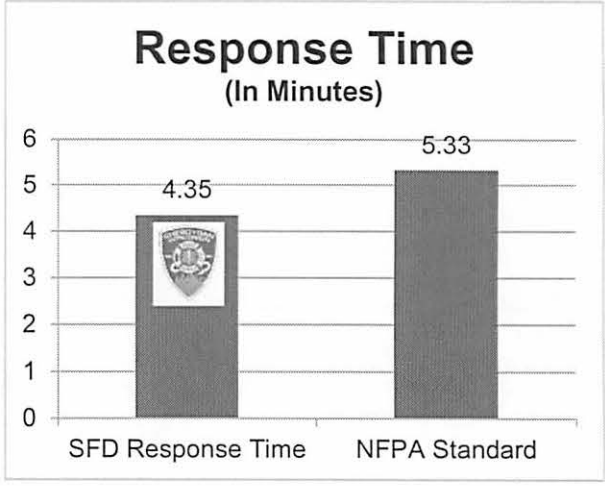
Response Statistics

Total Number of Responses

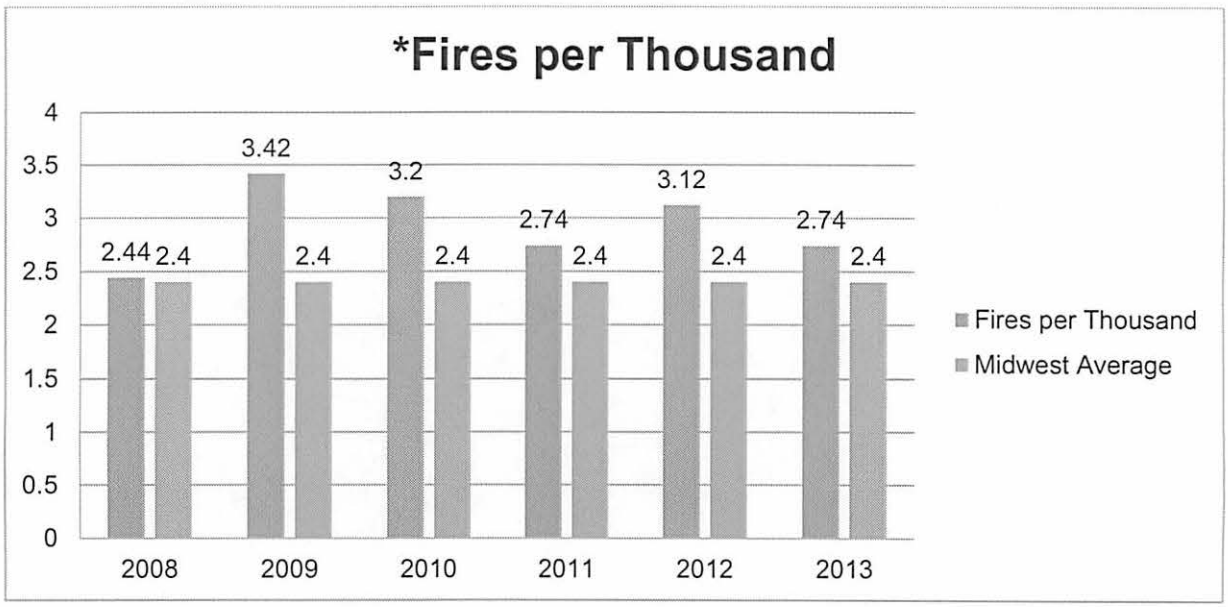




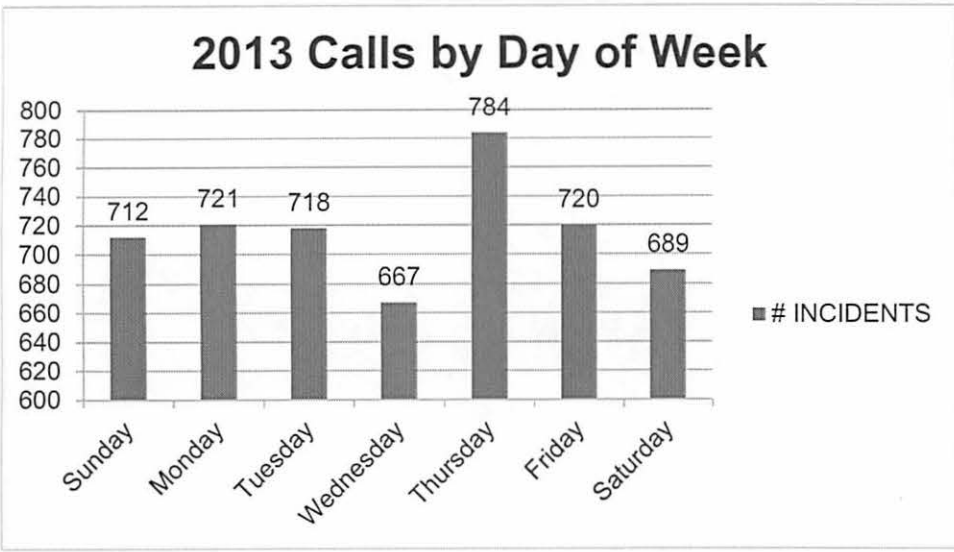
Response Time



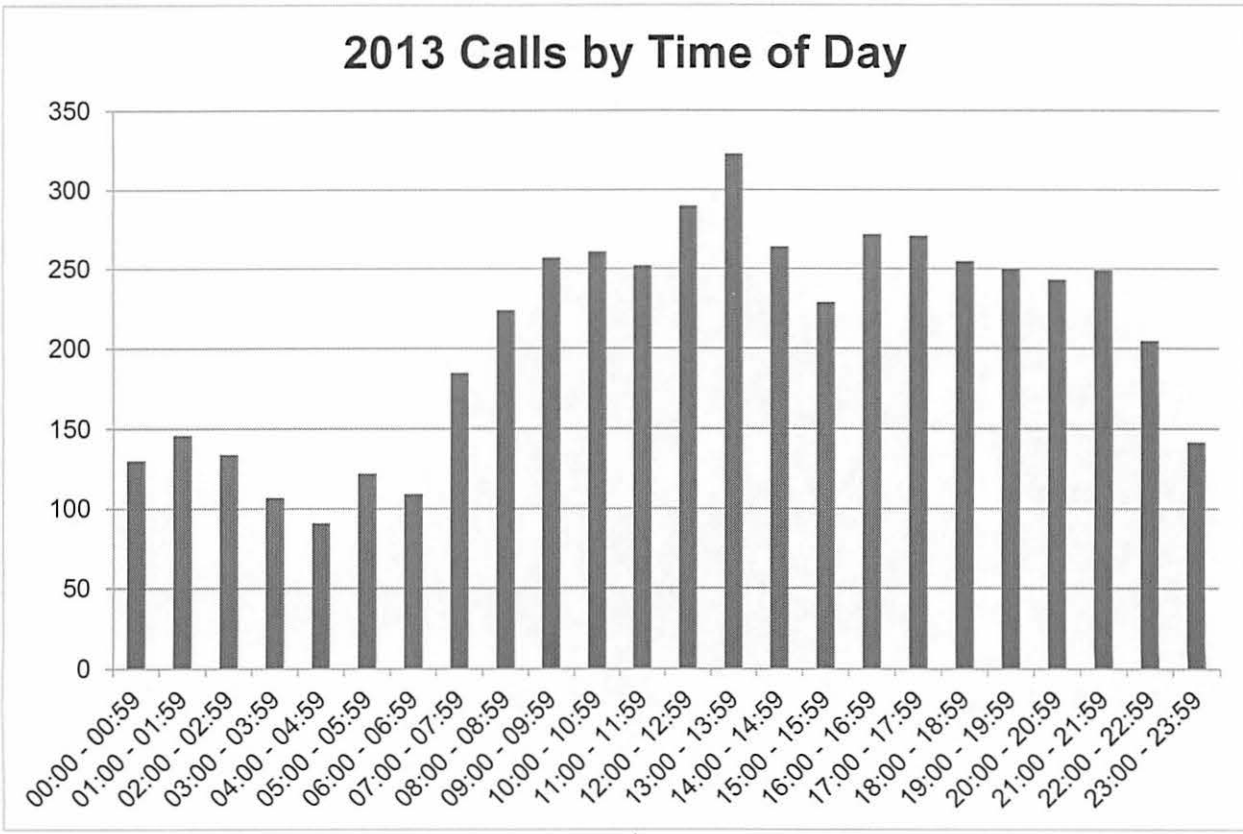
The measure of any organization's effectiveness in a given area requires determining what is expected of that organization by some standard and to then determine the organization's position relative to that standard. For fire department effectiveness in the realm of mitigating emergency incidents such 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.

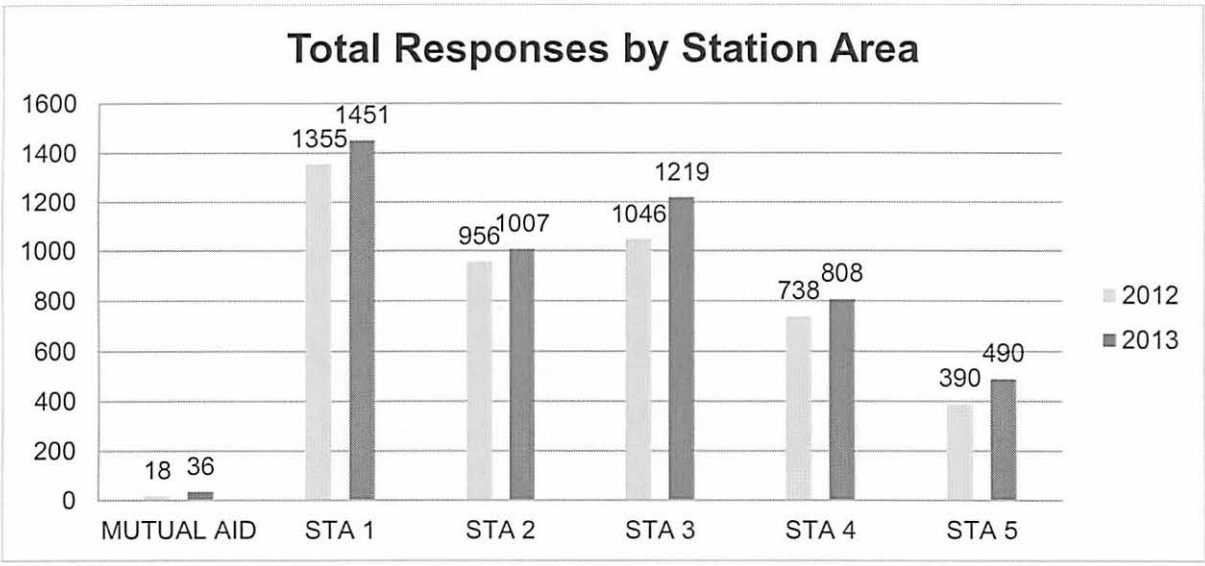


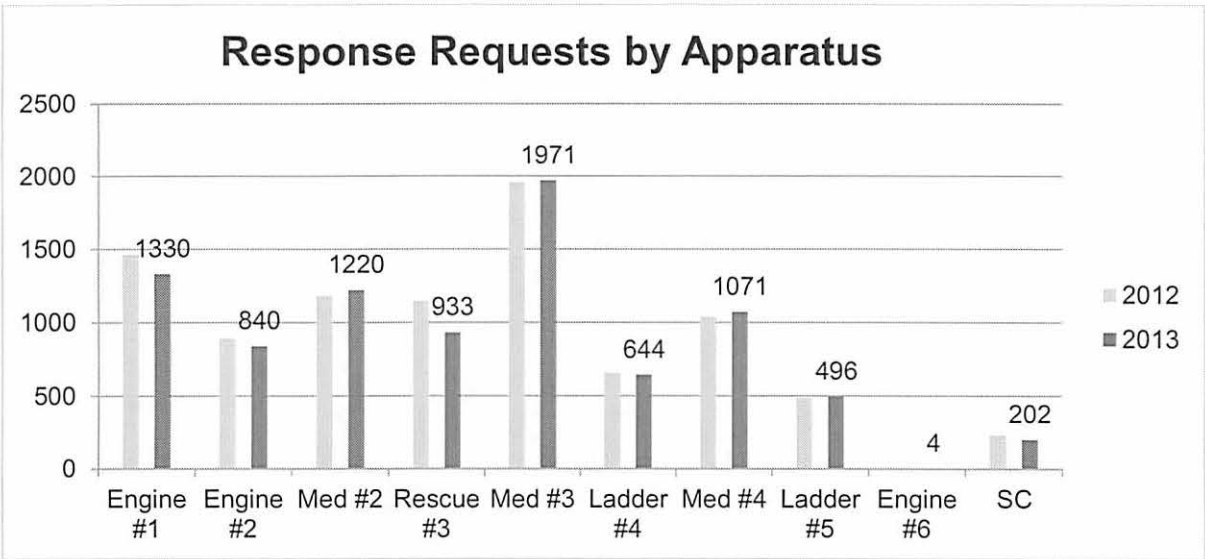
***Data for Average is from 2011 NFPA survey of fire departments U.S Fire Experience for Midwest Cities 50,000-99,000.**



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.







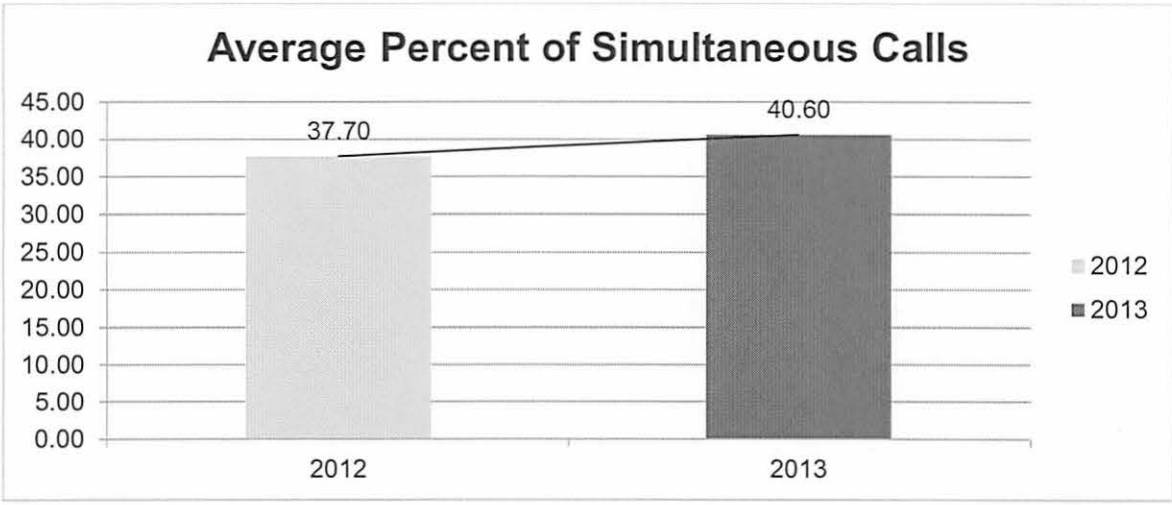
The *Response Requests by Apparatus* graph is a representation of the total number of times that a specific fire unit was dispatched as part of a response. This is an indicator of the multiple unit assignments that occur rather than a one-for-one apparatus response to call number. The average number 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

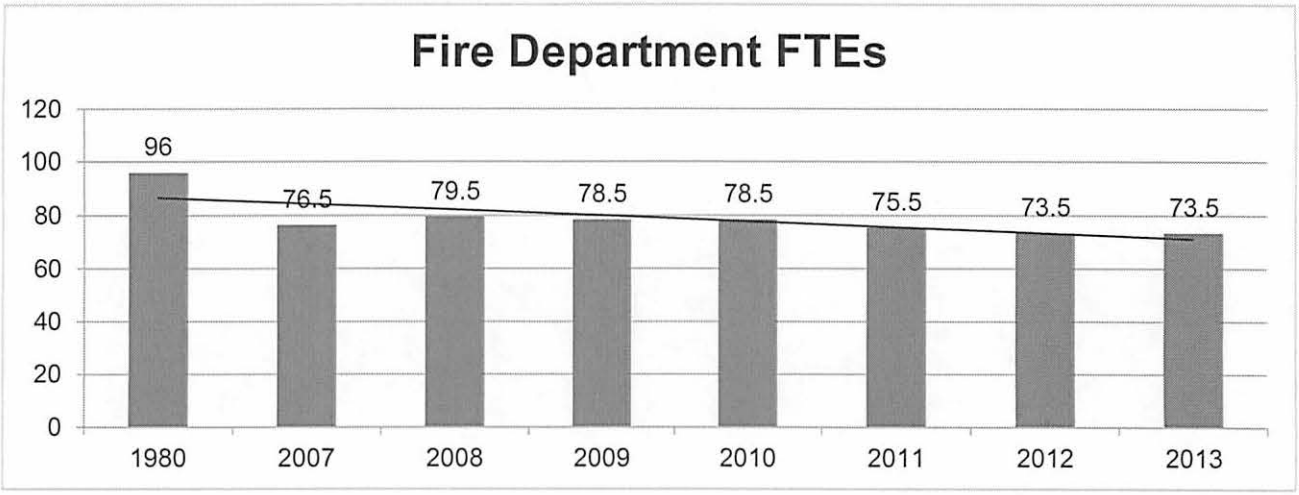
Concurrent Calls

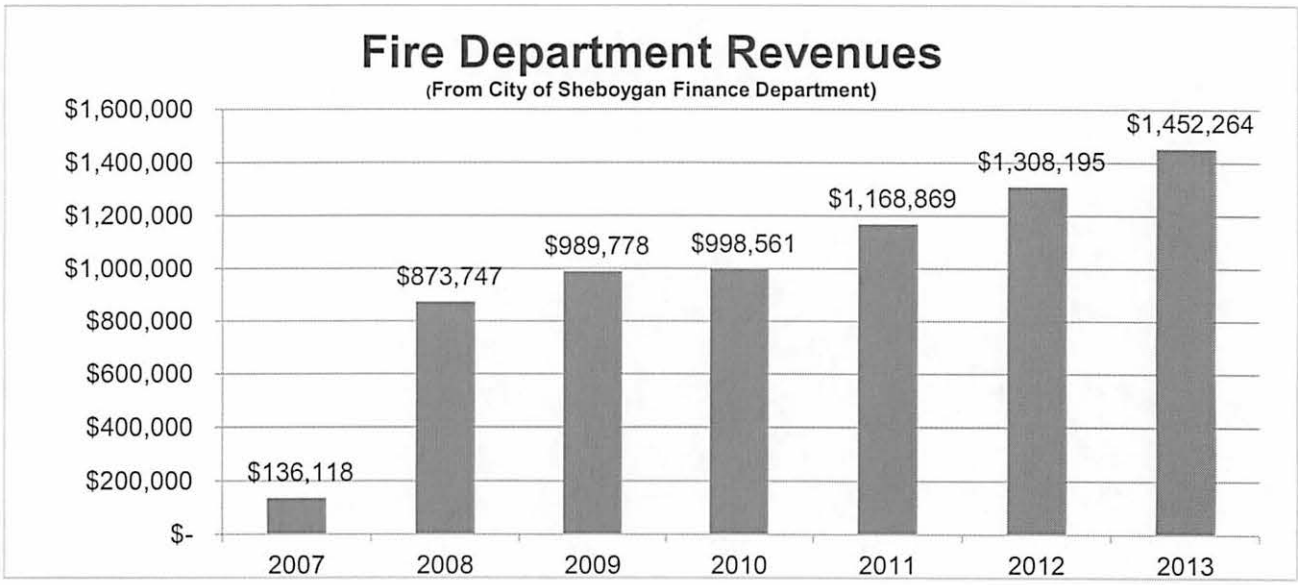


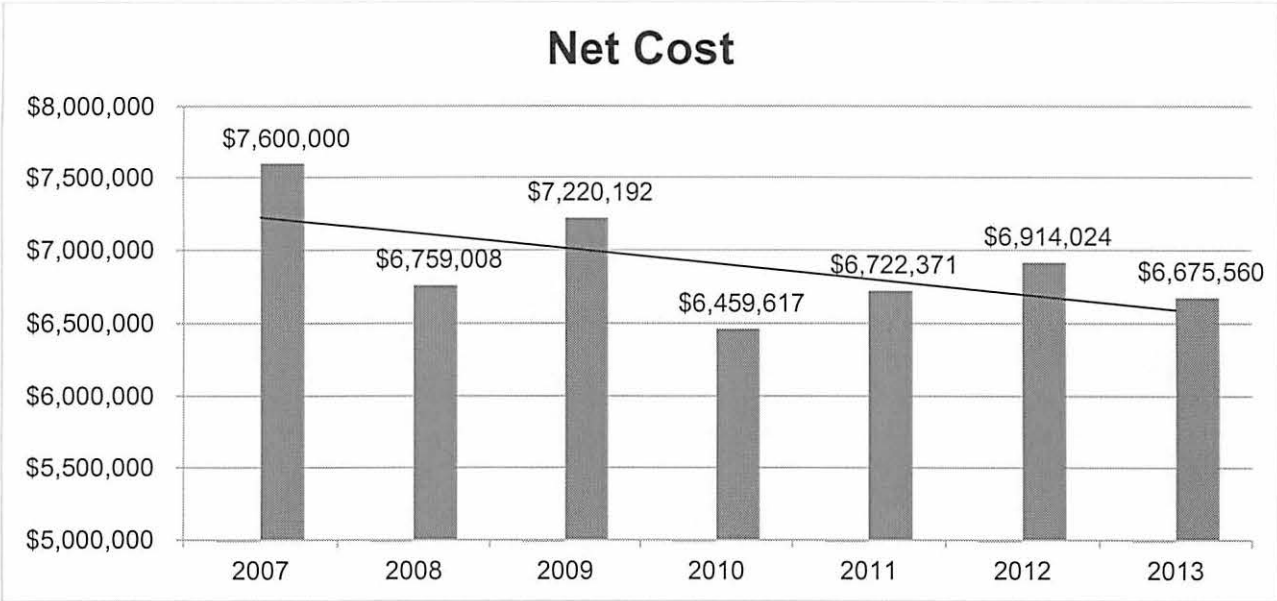
The measure of simultaneous calls represents the percentage of total call requests for the fire department while another call or multiple calls are already in progress. Generally speaking the call requests are random and in 2013 there was an increase in call volume thereby increasing the percentage of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

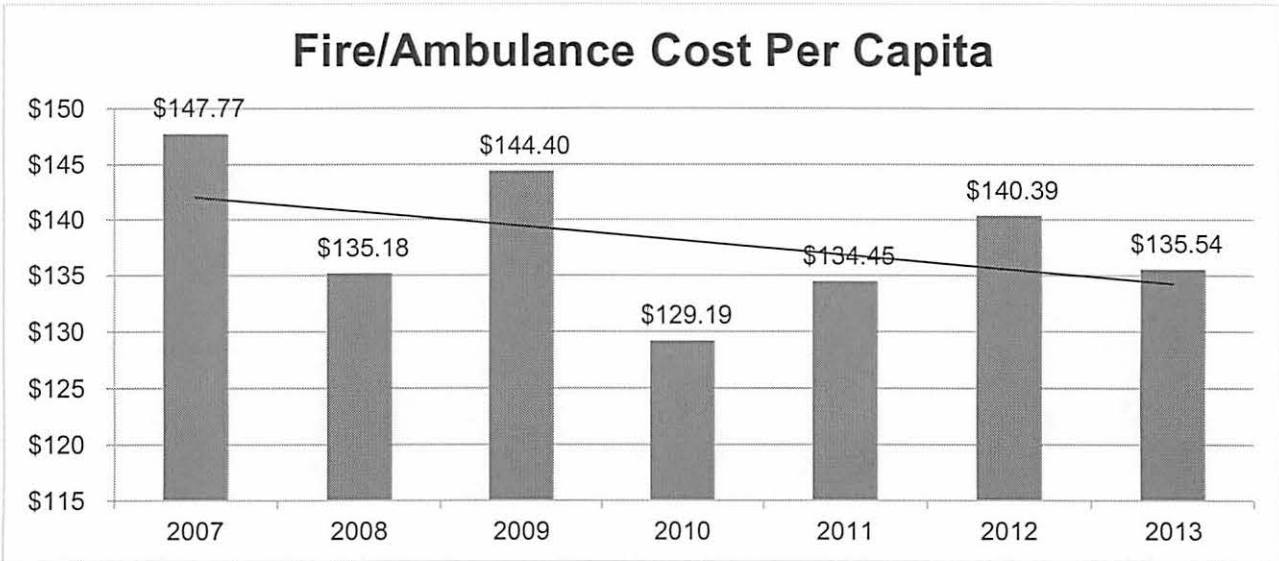
Fire Deaths

	2012	2013
Fire Deaths	0	1


Fire Department FTEs
120
100
80
60
40
20
0
96
76.5
79.5
78.5
78.5
75.5
73.5
73.5
1980
2007
2008
2009
2010
2011
2012
2013


Fire Department Revenues
(From City of Sheboygan Finance Department)
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$-
$136,118
$873,747
$989,778
$998,561
$1,168,869
$1,308,195
$1,452,264
2007
2008
2009
2010
2011
2012
2013





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

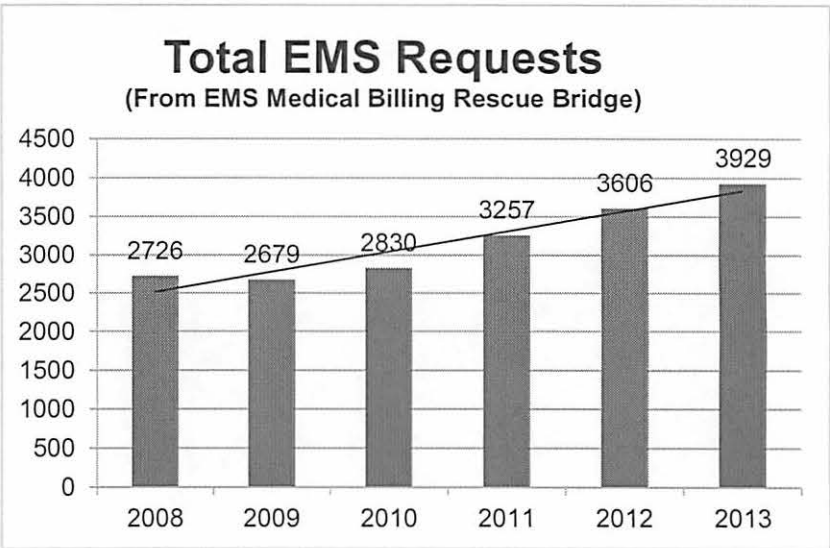
Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	53	1.06%
112 - Fires in structure other than in a building	2	0.04%
113 - Cooking fire, confined to container	40	0.80%
117 - Commercial Compactor fire, confined to rubbish	1	0.02%
118 - Trash or rubbish fire, 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%

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

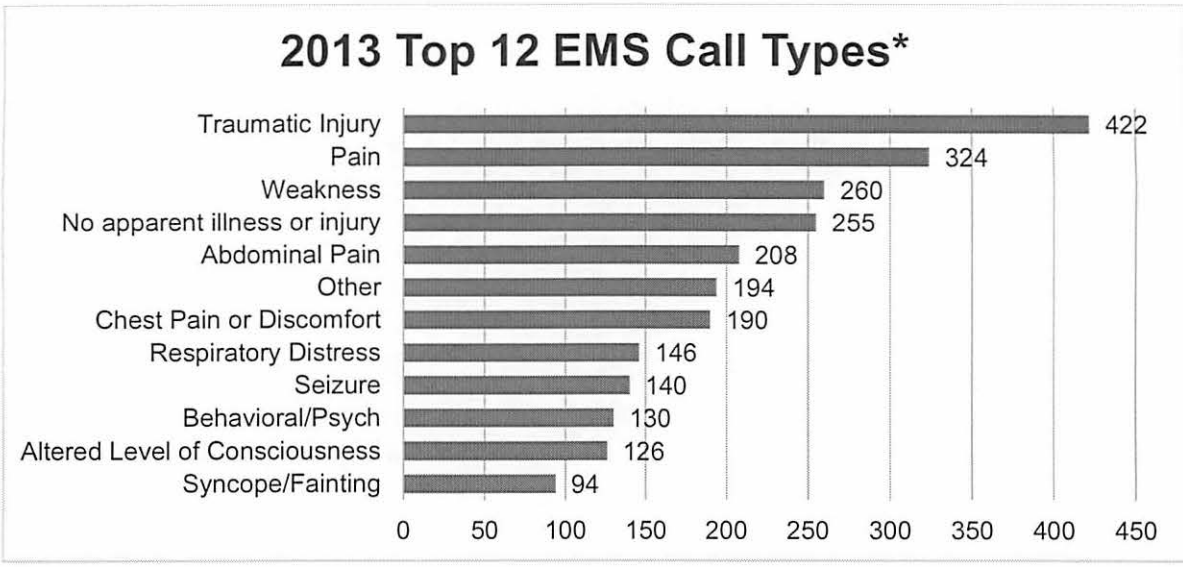
The Sheboygan Fire Department has provided emergency medical care for the citizens of Sheboygan for many years and as of January 1st, 2008 has been a licensed ambulance service provider with the State of Wisconsin. The personnel of the fire department are cross-trained in both fire services and emergency 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

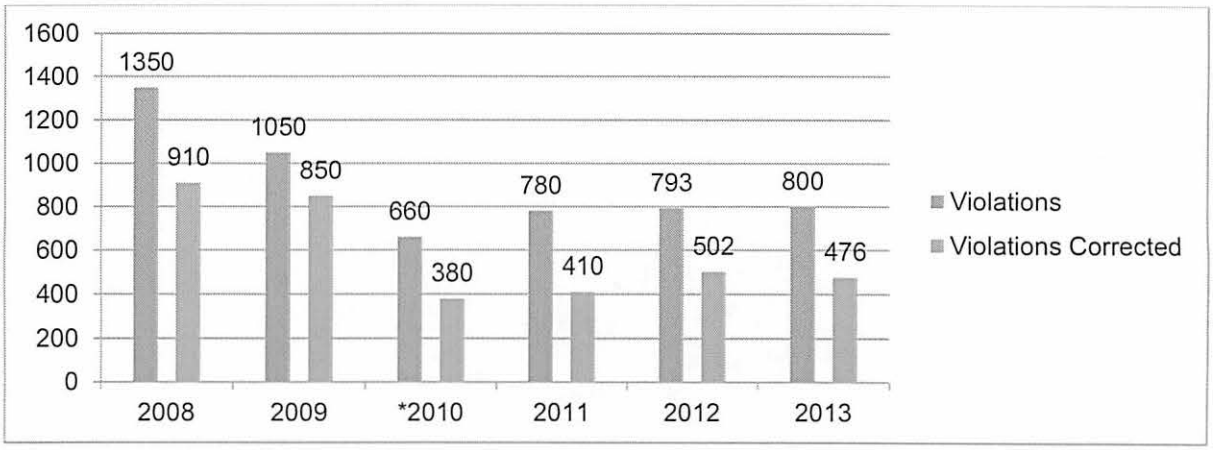
Station Tours

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

BURNED REMAINS OF A BED IN A LOCAL RESIDENCE

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. 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.

BURNED INTERIOR ROOM IN A LOCAL RESIDENCE.

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.

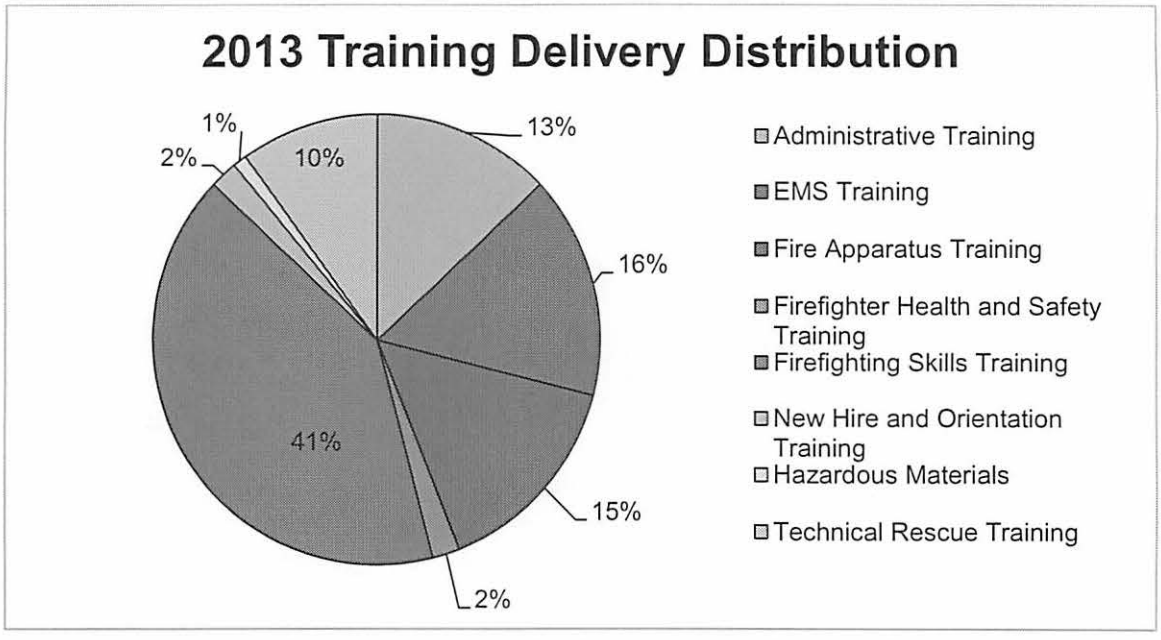
The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right. 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.

FIREFIGHTERS 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 Trainng
- 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.

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.

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

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.

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.

City of Sheboygan
spirit on the lake.

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 Pelishek

Chad D. Pelishek
Director of Planning & Development

Cc: Sheboygan County Chamber of Commerce

FESTIVAL FOODS AGREEMENT:

Mick Cus

Title: Public Relations Director

Date Signed: 5/30/14

II

R. O. No. _____ - 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

III

Res. No. _____ - 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 Wks

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 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.

Pub. Wks.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

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

A RESOLUTION authorizing the appropriate City Official to authorize a purchase order for 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: It is appropriate to seek Common Council approval to authorize the City of Sheboygan to enter an agreement with Siemens, owner of Turblex, Inc, to perform the Class I and Class II inspections of the Sheboygan Regional Wastewater Treatment Plant's Turblex Blowers;

RESOLVED: That the Wastewater Treatment Plant Superintendent is hereby authorized to enter into an agreement with Siemens to perform a Class I and Class II inspection on the Turblex blowers for a price not to exceed $25,000;

BE IT FURTHER RESOLVED: That the funding mechanism to be used to finance this project will be from the General Wastewater Building Equipment Maintenance fund, 60138300-524110.

Pub. Wks.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

Daily Labor Rates					
Personnel Category	daily rate Mon - Fri based on 8 hour work days	daily rate Saturday based on 8 hour work day	daily rate Sunday or local holiday based on 8 hour work day	hourly rate in excess of 8 hours worked Mon - Sat	hourly rate 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

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

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

Doc Code:
TNT/ON/USD/2014/v0

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 online 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 reinstallation 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 offshore 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 to 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. Excessive 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

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

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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 preprinted 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.

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

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").

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 reperformed Equipment or Services or six (6) months after the expiration of the original warranty period (the "Warranty Repair Warranty Period").

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;

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 Subsuppliers' 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.

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 IT 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.

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

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.

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.

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.

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
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Dan Chekay
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E S SO RNA MK 3
840 Nottingham Way
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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 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

SIEMENS

4654 W. Farm Road 130
Springfield, Missouri 65802
Telephone (417) 864-5599
Fax (417) 866-0235

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	
☐	☐	Sufficient lifting equipment is available.
☐	☐	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.
☐	☐	At-least one local helper will be available to assist Siemens personnel with service work.
☐	☐	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.

Form Number: QHSE-6000
Revision: 00
Rev. Date: 02-23-2010
Approved By: Joe Daniel, QHSE Specialist

SIEMENS

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: _____

Form Number: QHSE-6010
Revision: 01
Rev. Date: 08-30-2012
Approved By: Joe Daniel, QHSE Specialist

SIEMENS

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	☐	
KA5	1763 Pounds (US): ENITRE COMPRESSOR	☐	
KA10	925 Pounds (US): GEARCASE	☐	
KA22	1260 Pounds (US): GEARCASE B	☐	
KA44	1970 Pounds (US): GEARCASE B	☐	
KA66	2960 Pounds (US): INLET HOUSING & VOLUTE	☐	
KA80	4856 Pounds (US): GEAR COMPLETE	☐	
KA100	8030 Pounds (US): INLET HOUSING & INNER SPIRAL	☐	

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

III

Res. No. ____ - 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.

Pub Wks.

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.

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 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)

5.2 Was it necessary to enforce?

○ Yes
● No

If Yes, please describe:

6. Septage Receiving

6.1 Did you have requests to receive septage at your facility?

Septic Tanks	Holding Tanks	Grease Traps
● Yes ○ No	● Yes ○ No	● Yes ○ No

6.2 Did you receive septage at your facility? If yes, indicate volume in gallons

Septic Tanks	Holding Tanks	Grease Traps
● Yes ○ No	● Yes ○ No	● Yes ○ No
676762 gal	4220705 gal	525060 gal

6.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes

Plant performance was not affected by receiving the hauled in wastes referenced above.

7. Pretreatment

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?

○ Yes
● No

If Yes, describe the situationand your community's response:

7.2 Did your facility accept hauled industrial wastes, landfill leachate, etc?

● Yes
○ No

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.

Influent Flow and Loading (Continued)

	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.

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

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

2. If any violations occurred, what action was taken to regain compliance?

3. Was the effluent flow meter calibrated in the last year?

O 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)

	● No - explain: There is no effluent flow meter.
4.	What problems, if any, were experienced over the last year that threatened treatment?
	None.
5.	Other Monitoring and Limits
	5.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants suchas metals, pH, residual chlorine, or fecal coliform? ○ Yes ● No If Yes, please describe:
	5.2 At any time in the past year was there an effluent acute or chronic whole effluent toxicity (WET) test? ● Yes ○ No If Yes, please describe: WET testing was completed in July-August 2013. The WET testing demonstrated no toxicity from the Sheboygan Regional WWTP's final effluent discharge.
	5.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? ○ Yes ○ No ● NA Please explain unless not applicable:

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	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	5	1	0	0
March	30	27	4	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	5	1	0	0
July	30	27	3	1	0	0
August	30	27	2	1	0	0
September	30	27	3	1	0	0
October	30	27	3	1	0	0
November	30	27	4	1	0	0
December	30	27	5	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

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

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

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

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.	Biosolids Use/Disposal:	
	1.1 How did you use or dispose of your biosolids?(Check all that apply) ☒ Land Applied Under Your Permit ☐ Publicly Distributed Exceptional Quality Biosolids ☐ Hauled to Another Permitted Facility ☐ Landfilled ☐ Incinerated ☐ Other 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. **1.1.1** If you checked Other, Please describe:	
2.	Land Application Site:	
	Last Year's Approved and Active Land Application Sites 2.1.1 How many acres did you have? — 9382.10 acres 2.1.2 How many acres did you use? — 1736 acres **2.2** If you did not have enough acres for your land application needs, what action was taken?	
	2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?	0
	○ Yes(30 points) ● No	
	2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?	0
	● Yes ○ No (10 points) ○ N/A	
3.	Biosolids Metals	
	Number of biosolids outfalls in your WPDES permit = 1	
	3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year	
	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

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 — 10

Exceedance Points		
○	0	0 Points
●	1-2	10 Points
○	> 2	15 Points

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) — 0

- ● Yes
- ○ No (10 points)
- ○ NA. Did not exceed limits or no HQ limit applies (0 points)
- ○ NA. Did not land apply biosolids until limit was met(0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 1 — 10

Exceedance Points		
○	0	0 Points
●	1	10 Points
○	> 1	15 Points

3.1.4 Were biosolids land applied which exceeded the ceiling limit? — 0

- ○ Yes(20 points)
- ● No (0 points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken?

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/28/2014	Reporting Year: 2013

Biosolids Quality and Management (Continued)

	Has the source of the metals been identifed?	
	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.	
4.	Pathogen Control(per outfall):	

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 Concentratinor 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 Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

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 Concentratinor 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 Concentratinor 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 Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

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 Concentratinor 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)

Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	08/31/2013 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	10/31/2013 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	12/31/2013 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

5.1 If the limit or criteria was exceeded at the time of land application, 40 point 0

5.1.1 Was the limit exceeded or the process criteria not met at any time?

- ○ Yes
- ● No

If yes, what action was taken?

6.	Biosolids Storage:10	
	6.1 How many days of actual,current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?	10

- ○ >+ 180 days (0 points)
- ● 150 - 179 days (10 points)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/28/2014	Reporting Year: 2013

Biosolids Quality and Management (Continued)

	○ 120 - 149 days (20 points) ○ 90 - 119 days (30 points) ○ < 90 days (40 points) ○ Not Applicable (0 points)	
	6.2 If you check Not Applicable above, explain why.	
7.	Issues:	
	7.1 Describe any outstanding biosolids issues with treatment, use or overall mgt? 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.	

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.	Was your wastewater treatment plant adequately staffed last year?	
	● Yes ○ No If No, please describe: Could use more help/staff for:	
2.	Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?	
	● Yes ○ No. Explain	
3.	Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?	0
	● Yes (Continue with questions below) ○ No (40 points and go to question 6) If No, explain:	
4.	Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?	0
	● Yes ○ No (10 points)	
5.	Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?	0
	● Yes ○ (Paper file system) ○ (Computer program) ● (Both Paper and Computer) ○ No (10 points)	
6.	Did your plant have a detailed O&M Manual that was used as a reference when needed?	

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)

	● Yes ○ No	
7.	Rate the overall maintenance of your wastewater plant.	
	○ Excellent ● Very Good ○ Good ○ Fair ○ Poor	
	Describe your rating: 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.	

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.	Did you have a designated operator-in-charge during the report year?	0
	● Yes (0 point) ○ No (20 points) Name: Sharon Thieszen Certification No: 35358	
2.	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?	
	Required: 4 - A,C,E,F,G,I,J Held: 4 - A,C,E,F,G,H,I,J; T - B,E,L	
3.	Was the operator-in-charge certified at the appropriate level to operate this plant?	0
	● Yes (0 point) ○ No (20 points)	
4.	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):	0
	4.1 ☒ one or more additional certified operators on staff 4.2 ☐ an arrangement with another certified operator 4.3 ☐ an arrangement with another community with a certified operator 4.4 ☐ an operator on staff who has an operator-in-training certificate for your plant and is expected be certified within one year 4.5 ☐ a consultant to serve as your certified operator 4.6 ☐ None of the above (20 points) Explain:	
5.	If you had a designated operator-in-charge, was the operator-in-charge earning continuing education credits at the following rates?	
	Grades T, 1, and 2: ● Averaging 6 or more CEUs per year ○ Averaging less than 6 CEUs per year Grades 3 and 4: ● Averaging 8 or more CEUs per year ○ Averaging less than 8 CEUs per year Not applicable:	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/28/2014	Reporting Year: 2013

Operator Certification and Education (Continued)

	O See Question 1.	

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	
	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
	● Yes (0 points) ○ No (40 points) If No, please explain:	
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2013	0
	● 0-2 years ago (0 points) ○ 3 or more years ago (20 points) ○ Not Applicable (Private Facility)	
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
	● Yes ○ No (40 points)	
	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
	● 1-2 years ago (0 points) ○ 3 or more years ago (20 points) ○ Not Applicable Explain:	
	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)

5.2.2	*Adjustments* if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	-	$419,958.17
5.2.3	**Adjusted January 1st Beginning Balance**		$4,903,552.35
5.2.4	*Additions* to Fund (e.g., portion of User Fee, earned interest, etc.)	+	$0.00
5.2.5	*Subtractions* from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*.)	-	$0.00
5.2.6	**Ending Balance as of December 31st for CMAR Reporting Year**		$4,903,552.35

(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.)

*5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above

5.3 What amount should be in your replacement fund? $1,919,124.00

(If you had a CWFP 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.)

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)?

- ● Yes
- ○ No Explain:

6. Future Planning

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?

- ○ Yes (If yes, please provide major project information, if not already listed below)
- ● No

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:

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/28/2014	Reporting Year: 2013

Financial Management (Continued)

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?	
	○ Yes ● No	
2.	Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
	● Yes (go to question 3) ○ No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	☒ **Goals:** Describe the specific goals you have for your collection system: 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 though 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. ☒ **Organization:** Do you have the following written organizational elements (check only those that you have): ☒ Ownership and governing body description ☒ Organizational chart ☒ Personnel and position descriptions ☒ Internal communication procedures ☐ Public information and education program ☒ **Legal Authority:** Do you have the legal authority for the following (check only those that apply): ☒ Sewer use ordinance Last Revised MM/DD/YYYY 12/17/2013 ☒ Pretreatment/Industrial control Programs ☒ Fat, Oil and Grease control ☒ Illicit discharges (commercial, industrial) ☒ Private property clear water (sump pumps, roof or foundation drains, etc) ☐ Private lateral inspections/repairs ☒ Service and management agreements ☒ **Maintenance Activities: details in Question 4** ☒ **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)

- ☒ State plumbing code
- ☒ DNR NR 110 standards
- ☒ Local municipal code requirements
- ☒ Construction, inspection and testing
- ☐ Others:

☒ **Overflow Emergency Response Plan:** Does your emergency response capability include (check only those that you have):

- ☐ Alarm system and routine testing
- ☒ Emergency equipment
- ☒ Emergency procedures
- ☒ Communications/Notifications (DNR, Internal, Public, Media etc)

☒ **Capacity Assurance:** How well do you know your sewer system? Do you have the following?

- ☒ Current and up-to-date sewer map
- ☒ Sewer system plans and specifications
- ☒ Manhole location map
- ☒ Lift station pump and wet well capacity information
- ☒ Lift station O&M manuals

Within your sewer system have you identified the following?

- ☒ Areas with flat sewers
- ☒ Areas with surcharging
- ☒ Areas with bottlenecks or constrictions
- ☒ Areas with chronic basement backups or SSO's
- ☒ Areas with excess debris, solids or grease accumulation
- ☒ Areas with heavy root growth
- ☒ Areas with excessive infiltration/inflow (I/I)
- ☒ Sewers with severe defects that affect flow capacity
- ☒ Adequacy of capacity for new connections
- ☒ Lift station capacity and/or pumping problems

☒ **Annual Self-Auditing of your O&M/CMOM Program** to ensure above components are being implemented, evaluated, and re-prioritized as needed.

☐ **Special Studies Last Year(check only if applicable):**

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

4. Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:

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

**** If there were any SSO's that are not listed above, please contact the DNR and stop work on this section until corrected.**

What actions were taken, or are underway, to reduce or eliminate SSO occurences in the future?

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.

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?

● Yes
○ No

If Yes, please describe:

During high rain events, infiltration/inflow led to sanitary sewer surcharges and basement backups.

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?

● Yes
○ No

If Yes, please describe:

Infiltration/inflow has directly lead to basement backups.

8. Explain any infiltration/inflow(I/I) changes this year from previous years?

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.

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**	

III

Res. No. ____ - 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

_____

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 2, 2014.

A RESOLUTION authorizing the submittal of an Office of Healthy Homes and Lead Hazard Control Grant and approving the Memorandum of Understanding (MOU) between the City of Sheboygan, Sheboygan County, and the Sheboygan Housing Authority.

WHEREAS, the City of Sheboygan has successfully administered three- 3-year grants through HUD's Office of Healthy Homes and Lead Hazard Control and wishes to apply for another grant to remediate lead based paint issues from the qualified homes in Sheboygan.

RESOLVED: the Common Council authorizes the submittal of the grant application and approves the MOU with the partners necessary to administer the grant, if awarded.

reg.

suspend

Res pass.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Memorandum of Understanding

By and Between

This Memorandum of Understanding is between the member organizations of the City of Sheboygan Department of City Development(DCD), Housing Authority of the City of Sheboygan(SHA), and the Sheboygan County Health and Human Services, Division of Public Health(SCDPH)-- herein referred to as Members. This MOU has been established to document the intention of each of the aforementioned organizations to combine efforts to procure funding from the U.S. Department of Housing and Development (HUD) and to implement coordinated program enhancements targeted at the reduction of childhood lead poisoning throughout Sheboygan County. This MOU reflects the members commitment to (1) strengthen the impact of service delivery to meet the needs of households that are in danger of lead poisoning, (2) to provide lead hazard control to owners of properties occupied by low and moderate income families, and (3) to coordinate planning and cooperative delivery of services.

- City of Sheboygan will act as fiscal agent and provide day-to-day management of the HUD Lead Hazard Control (LHC) Program, under the direction of the Director and the Economic Development Manager of the Department of City Development.
- DCD Housing Specialist will enroll homes into HUD LHC program.
- DCD will be responsible for financial and legal contracts, deferred or forgivable loan agreements, and other documents necessary to ensure that lead contractors and property owners meet their financial and legal commitments to DCD to provide lead-safe housing for low-to-moderate income families.
- DCD will maintain environmental records of units enrolled in HUD LHC program.
- Sheboygan County Division of Public Health's Relocation, Education, and Outreach (REO) Specialist will work collaboratively with DCD in providing oversight responsibilities of the HUD LHC program, outreach and enrollment, relocation of families, lead education and screening, and reporting activities to DCD associated with this project.
- SCDPH will maintain lead screening records of children and conduct all medical follow-up if needed on all those served via the HUD LHC program.
- SHA will assume primary role in the dissemination of information regarding HUD LHC program among landlord community.
- SHA will assume primary role of maintaining lead safe 'registry' of homes renovated by the HUD LHC grant since 2003.
- Members will outreach for HUD LHC program as described in "HUD Outreach"—see attached.
- Members agree to job responsibilities as described in "Job Responsibilities"—see attached.
- All parties agree to comply with Health Insurance Portability and Privacy Act (HIPPA) requirements when/if client medical information becomes part of the screening and/or follow-up process.

- Members agree to demonstrate match as indicated in written grant proposal.

The actions described in this Memorandum will be dependent upon the successful procurement of funds via the HUD Lead Hazard Control Grant.

Karlyn A. Raddatz, Health Services Manager/ Health Officer Sheboygan County Health and Human Services	(Date)
Michael Vandersteen, Mayor City of Sheboygan	(Date)
Joe Rupnik, Executive Director Housing Authority of the City of Sheboygan	(Date)

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. June 2, 2014.

Your Committee to whom was referred, pursuant to 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 that Taxicab Driver's License #0311 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the Committee.

reg.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. June 2, 2014.

Your Committee to whom was referred R. C. No. 373-13-14 by Law and Licensing and R. O No. 333-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that Beverage Operator's License #0339 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of a violation related to the licensed activity and her failure to cooperate with the Committee.

Consent

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.2

R. C. No. 373 - 13 - 14. By LAW AND LICENSING. April 14, 2014.

Your Committee to whom was referred R. O. No. 333-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be referred to the Law and Licensing Committee of the new Common Council (2nd meeting - called in):

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0339	Freeland, Jennifer M.	1328 Center Ave.
0338	Gutierrez, Jessica J.	2903 S. 11th St.
5584	Rider, Aaron M.	2329 N. 7th St.
8118	Sawall, Samuel	1925 N. 11th St.
0305	Thompson, Tamara C.	521 North St., Plymouth

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
0337	Velez, Lilibeth	1132 Lincoln Ave.

Law & new C.C

5/5/14 - deny Sawall, Thompson hold Freeland, Gutierrez, Velez & grant Rider

5/19/14 - deny Velez, hold Freeland, grant Gutierrez

6/2/14 - deny Freeland

Jed Vande Weele

Susan J Gerard

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

Other Matters

8.2

II

R. O. No. 333 - 13 - 14. By CITY CLERK. April 2, 2014.

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

Law & Lic
4/14/14 - grant all licenses except refer to new L & L Comm.
Fredlard, Gutierrez, Rider, Sawall, Thompson, Valez
grant Ashakani, Williams contingent

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
1040	Brennan's On Michigan	1101 Michigan Ave. - two-day event to be held 5/3/14 & 5/4/14 to include current premise and the parking lot on the West and South of the building.
1040	Brennan's On Michigan	1101 Michigan Ave. - one-day event to Be held 5/10/14 to include current premise and the parking lot on the West and South of the building.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event to be held 5/10/14 to include current premise and entire parking lot north and east of the building.
2726	JMKAC	608 New York Ave. - one-day events to be held on Thursday 6/19/14; 6/29/14; 7/3/14; 7/10/14; 7/17/14;7/24/14; 7/31/14; 8/7/14; 8/14/14 & 8/21/14 to include current premise and the northwest side of the building, Festival Green.

SIDEWALK CAFE LICENSE (April 14, 2015)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0330	Askalani, Hanaa H.	N6278W Cty Rd A, Glenbeulah
0339	Freeland, Jennifer M.	1328 Center Ave.
0335	Garcia, Javier J.(Club)	1525 Alabama Ave.
0338	Gutierrez, Jessica J.	2903 S. 11th St.
8270	Heitzmann, Adam J.	2206 Sunflower Ave.
5593	Jetzer, Jerome N.	3212 N. 21st St.
0329	Kohlmann, Steven M.	N3039 Dykstra Rd., Waldo
0333	Kraemer, Alexis M.	2526 Mandy Cir.
5584	Rider, Aaron M.	2329 N. 7th St.
0336	Rowe, Vicky L.	829 Huron Ave.
8118	Sawall, Samuel	1925 N. 11th St.
0334	Soerens, Leah R.	1030 Clara Ave.
0305	Thompson, Tamara C.	521 North St., Plymouth
0332	Warner, Cheryl L.	2126 N. 15TH St.
8222	Wenninger, Ingrid I.	2021 Camelot Blvd.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
0337	Velez, Lilibeth	1132 Lincoln Ave.
0331	Williams, Kendrick L.	3647 S. 12th St.
2744	Wills, Elaine K.	1506 N. 22nd St.

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. June 2, 2014.

Your Committee to whom was referred, pursuant to 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;

CHANGE OF PREMISE

No.	Name	Address
2840	4th Street Tap	520 N. 4th 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 3rd to July 6th to include current premise and fenced in area in the Northwest grassy area.
2914	North Star Bar	3004 N. 8th 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.

Law & Lic.

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

No.	Name	Address
3022	Paradigm	1202 N. 8th St.

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

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

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

No.	Name	Address
3061	Sheboygan Food & Gas	2117 Indiana Ave.

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

No.	Name	Address
2606	Citgo	610 S. 14th 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)

No.	Name	Address
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. 8th St.
1892	Gosse's at Northwestern House	1909 Union Ave.
1926	Il Ritrovo	515 S. 8th St.
2193	Kaddyshack LLC, The	1502 S. 13th 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. 8th St.
1699	On The House	1153 High Ave.
1252	Peteks Tavern	2702 S. 8th St.
3035	Retro Bar & Grill	1509 S. 12th 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. 12th St.
2245	Thai Cafe Restaurant	1227 N. 14th St.
1412	Trattoria Stefano	522 S. 8th St.

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

No.	Name	Address
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(Renewal) (June 30, 2015)

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

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. ____ - 14 - 15. By Alderperson Carlson. 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.

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

X

Gen. Ord. No. ____ - 14 - 15. By Alderperson Carlson. 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.

PP+S.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

XI

4.1

R. O. No. 28 - 14 - 15. By CITY PLAN COMMISSION. May 19, 2014.

Your Commission to whom was referred Gen. Ord. No. 4-14-15 by Alderpersons Donohue, Matichek, Thiel, and Kath and R.O. No. 9-14-15 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of properties located at 1421 St. Clair Ave, 1417 St. Clair Ave, 1411 St. Clair Ave, 1132 N 14th St, 1126 N 14th St, 1124 N 14th St, 1120 N 14th St, and 1420 Erie Ave from NR-6 (Neighborhood Residential) to UC (Urban Commercial); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 13, 2014, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

Lies over to June 2nd.

Director of Planning & Development

X

6.4

Gen. Ord. No. 4 - 14 - 15. By Alderpersons Donohue, Matichek, Thiel and Kath. May 5, 2014.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of properties located at:

1421 St. Clair Ave.
1417 St. Clair Ave.
1411 St. Clair Ave.
1132 N. 14th St.
1126 N. 14th St.
1124 N. 14th St.
1120 N. 14th St.
1420 Erie Ave.

from Class NR-6 Neighborhood Residential to Class UC Urban Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR-6 to Class UC Urban Classification:

Section 22, T15N, R23E. All of Lots, 1, 2, 3 and the east half of Lot 4, and the east 30′ of the south 75′ of Lot 9, in Blk. 82 of the Original Plat. Located in the SE ¼ of the NE ¼ of Section 22, T15N, R23E, in the City of Sheboygan, Sheboygan County, State of Wisconsin.

City Plan

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

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

ALL OF LOTS 1, 2, 3 AND THE EAST HALF OF LOT 4, AND THE EAST 30' OF THE SOUTH 75' OF LOT 9, IN BLOCK 82 OF THE ORIGINAL PLAT. LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

II

3.20

R. O. No. 9 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting an application from TMC Wisconsin 2 LLC for a change in the zoning classification of properties located at:

1421 St. Clair Ave.
1417 St. Clair Ave.
1411 St. Clair Ave.
1132 N. 14th St.
1126 N. 14th St.
1124 N. 14th St.
1120 N. 14th St.
1420 Erie Ave.

from Class NR Neighborhood Residential-6 to Class UC Urban Commercial Classification.

City Plan

Susan Richards
City Clerk

MAP

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 140508
FILING FEE: $200.00 (Payable to City of Sheboygan)

Pd. 5/2/14

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: TMC Wisconsin 2 LLC PHONE NO.: (414) 298-8169

ADDRESS: _____ E-MAIL: rdonner@reinhartlaw.com

OWNER OF SITE: See attached PHONE NO.: ( )

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: See attached

LEGAL DESCRIPTION: _____

_____

PARCEL NO. _____ MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: _____

PROPOSED ZONING DISTRICT CLASSIFICATION: _____

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

_____

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

_____

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

Please see attached

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

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

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

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

Please see attached

4. CERTIFICATE

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

Richard Donner

APPLICANT'S SIGNATURE

5-1-2014

DATE

Richard Donner

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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

City of Sheboygan - Application for Amendment of Official Zoning Map

1. **Applicant Information**

TMC Wisconsin 2 LLC, as successor in interest to G.B. Wisconsin 2, LLC
c/o Richard W. Donner
Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202
414-298-8169
rdonner@reinhartlaw.com

2. **Description of the Subject Site**

Owners of Site	Phone #	Addresses of Properties	Parcel Nos.
Geidel Enterprises	414-640-7322	1421 St. Clair Avenue	59281204820
Melissa M. Grunow	920-912-1780	1417 St. Clair Avenue	59281204800
Ze Xiong & Mei Teng Vue	920-917-2457	1411 St. Clair Avenue	59281204790
Leslie J. Gannigan III	920-946-7814	1132 N. 14th Street	59281204780
Paul Zabel & Tracy Zabel	920-912-2150	1126 N. 14th Street	59281204770
Sunkleep LLC	920-918-6737	1124 N. 14th Street	59281204760
Darius S. Leavens	920-582-4737	1120 N. 14th Street	59281204750
Cesar A. Herrera	920-917-4276	1420 Erie Avenue	59281204920

Existing Zoning District Classification: Neighborhood Residential (NR-6)

Proposed Zoning District Classification: Urban Commercial (UC)

Brief Description of the **Existing** Operation or Use: Residential

Brief Description of the **Proposed** Operation or Use: Commercial, CVS proposes to develop the Site for use as an approximately 13,225 square foot community pharmacy for the neighborhood.

3. **Justification of the Proposed Zoning Map Amendment**

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

The proposed retail use as a CVS/Pharmacy is compatible with the neighborhood and consistent with the existing commercial use of surrounding lands along the 14th Street corridor. Operations at the Site, just as operations at other CVS sites across the country, will be of the highest quality. Landscaping, fencing and screening will significantly insulate commercial activity at the Site. On-site lighting and security will ensure that the Site is operated in a safe and protective manner. The Site will be professionally maintained with regular refuse removal and on-site maintenance and landscaping services. A professional staff, including pharmacists, will be employed at the Site. In addition, development of a CVS/Pharmacy at the Site will be an upgrade over the current

use and will enhance the neighborhood and promote other retail and commercial uses in the surrounding area.

Which of the following facts has arisen that are not properly addressed on the Official Zoning Map?

The proposed retail use as a CVS/Pharmacy is compatible with the neighborhood and consistent with the existing commercial use of surrounding lands along the 14th Street corridor.

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

The proposed retail use as a CVS/Pharmacy is compatible with the neighborhood and consistent with the existing commercial use of surrounding lands along the 14th Street corridor.

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

The proposed zoning map amendment will strengthen and support an existing commercial district and promote the City's economic stability and growth, consistent with the goals and objectives of the City's Comprehensive Plan.

CLK322B

City Of Sheboygan
City Clerk's Office

**** General Receipt ****

Receipt No: 140508
License No: 0000
Date: 05/02/2014
Received By: CKL
Received From: TMC WISCONSIN 2 LLC
Memo: ZONING CHANGE
Method of Payment: $200.00 Check No. 000553
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

Pid	Situs Full	Situs City	Names Both	Owners Full Street	Owners City
59281202950		CITY OF SHEBOYGAN	KENNEDY, JAMES F DEBRA G	318 SUPERIOR AVE	SHEBOYGAN
59281204840		CITY OF SHEBOYGAN	S WI DIST LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
59281204860		CITY OF SHEBOYGAN	S WI DISTRICT LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
59281205840		CITY OF SHEBOYGAN	BUTCHER, ROBERT	320 ONTARIO AVE	SHEBOYGAN
59281204720	1107 N. 14TH ST.	CITY OF SHEBOYGAN	LONG, ROBERT/ PIZZA HUT	2120 PEWAUKEE RD SUITE 200	WAUKESHA
59281204870	1115 N. 15TH ST.	CITY OF SHEBOYGAN	WAGNER, LINDA M.	W6647 COUNTY ROAD Z	PLYMOUTH
59281204700	1119 N. 14TH ST.	CITY OF SHEBOYGAN	MC MULLEN, T. JOHN	N2050 COUNTY ROAD GW	CEDAR GROVE
59281204690	1123 N. 14TH ST.	CITY OF SHEBOYGAN	MC MULLEN, T. JOHN	N2050 COUNTY ROAD GW	CEDAR GROVE
59281203170	1203 N. 14TH ST.	CITY OF SHEBOYGAN	LEE, VANG	1203 N 14TH ST	SHEBOYGAN
59281202960	1203 N. 15TH ST.	CITY OF SHEBOYGAN	ARIAS, TOMAS H. SONIA E.	824 HUMBOLDT AVE	SHEBOYGAN
59281203010	1204 N. 14TH ST.	CITY OF SHEBOYGAN	SPRINGS HOMES LLC	309 BROADWAY ST	SHEBOYGAN FLS
59281203160	1209 N. 14TH ST.	CITY OF SHEBOYGAN	MEILAHN, RICHARD & KIM KRISTINE	370 PLAZA LN	PLYMOUTH
59281203020	1210 N. 14TH ST.	CITY OF SHEBOYGAN	ELLEFSON, KERMIT L. KATHLEEN M.	N7131 MELODY LN	SHEBOYGAN FLS
59281204660	1305 ST CLAIR AVE	CITY OF SHEBOYGAN	RCS EMPOWERS INC CENTER OF SHEB INC	1607 GEELE AVE	SHEBOYGAN
59281203000	1412 ST CLAIR AVE	CITY OF SHEBOYGAN	VUE, JOHN BEE & YIA THAO	1412 SAINT CLAIR AVE	SHEBOYGAN
59281205810	1413 ERIE AVE	CITY OF SHEBOYGAN	SCHAAL, GARRY M.	5417 LONG ACRE RD	SHEBOYGAN
59281202990	1416 ST CLAIR AVE	CITY OF SHEBOYGAN	SHAW, ERIC R & AMANDA A	1416 SAINT CLAIR AVE	SHEBOYGAN
59281205820	1417 ERIE AVE	CITY OF SHEBOYGAN	SCHAAL, GARRY M.	5417 LONG ACRE RD	SHEBOYGAN
59281205830	1421 ERIE AVE	CITY OF SHEBOYGAN	BUTCHER, ROBERT G	320 ONTARIO AVE	SHEBOYGAN
59281204820	1421 ST CLAIR AVE	CITY OF SHEBOYGAN	GEIDEL ENTERPRISES, LLC	907 N MAIN ST	WEST BEND
59281202980	1422 ST CLAIR AVE	CITY OF SHEBOYGAN	MUELLER, KENNETH A	1422 SAINT CLAIR AVE	SHEBOYGAN
59281204910	1424 ERIE AVE	CITY OF SHEBOYGAN	BREHER, THOMAS F	1424 ERIE AVE	SHEBOYGAN
59281204830	1425 ST CLAIR AVE	CITY OF SHEBOYGAN	BAILEY, TERRANCE M	1425 SAINT CLAIR AVE	SHEBOYGAN
59281202970	1426 ST CLAIR AVE	CITY OF SHEBOYGAN	JUNGE, RALPH	3833 S 15TH ST	SHEBOYGAN
59281204900	1428 ERIE AVE	CITY OF SHEBOYGAN	DICKMANN, SCOTT L.	PO BOX 602	JACKSON
59281205850	1429 ERIE AVE	CITY OF SHEBOYGAN	ECKWIELEN, BRADLEY/WENDY	409 S 11TH ST	OOSTBURG
59281204890	1430 ERIE AVE	CITY OF SHEBOYGAN	BAT HOLDINGS TWO LLC	1112 PRICE AVE	COLUMBIA
59281204850	1431 ST CLAIR AVE	CITY OF SHEBOYGAN	S WI DIST LUTH CHURCH, THE	8100 W CAPITOL DR	MILWAUKEE
59281204880	1436 ERIE AVE	CITY OF SHEBOYGAN	BERTHIAUME, SCOTT R. JULIET C.	1201 SAINT CLAIR AVE	SHEBOYGAN

Owners State	Owners Zip
WI	53081-2850
WI	53222-1920
WI	53222-1920
WI	53081-4134
WI	53188-2491
WI	53073-3918
WI	53013-1128
WI	53013-1128
WI	53081-3214
WI	53081-6822
WI	53085-1315
WI	53073-4288
WI	53085-2016
WI	53083-4668
WI	53081-3236
WI	53083-3414
WI	53081-3236
WI	53083-3414
WI	53081-4134
WI	53090-2561
WI	53081-3236
WI	53081-3204
WI	53081-3235
WI	53081-7129
WI	53037-0602
WI	53070-1345
SC	29201-1860
WI	53222-1920
WI	53081-3327

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

ALL OF LOTS 1, 2, 3 AND THE EAST HALF OF LOT 4, AND THE EAST 30' OF THE SOUTH 75' OF LOT 9, IN BLOCK 82 OF THE ORIGINAL PLAT. LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

City of Sheboygan
spirit on the lake

REAL ESTATE PURCHASE AGREEMENT
(Grunow)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Melissa M. Grunow** (the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .086 acres located at 1417 St. Clair Avenue in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Grunow" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204800.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars ($5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

(i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.

(ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars ($5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the

SELLER:

By: _____
Melissa M. Grunow

Date Executed: 1-22-14

Address:	1417 St. Clair Avenue Sheboygan, WI 53081
Phone:	(920) 912-1780
E-mail	grunow24025@gotoltc.edu

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By: _____

Printed: Mark Bettenhausen

Title: VP of Real Estate Development

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Ze Xiong and Mai Teng Vue)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Ze Xiong and Mai Teng Vue** (together jointly and severally the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .07 acres located at 1411 N. St. Clair Avenue in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Xiong/Vue" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204790.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars ($5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

(i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.

(ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars ($5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the

SELLER:

By: _____
Ze Xiong

Date Executed: 11-22-13

By: _____
Mai Teng Vue

Date Executed: 11 22 13

Address: 3202 N. 25th Street
Sheboygan, WI 53083-2771

Phone: (920) 917-2457

E-mail zexiong@hotmail.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By: _____

Printed: Mark Bettenhausen
VP of Real Estate Development

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

52164553 v1

REAL ESTATE PURCHASE AGREEMENT
(Gannigan)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Leslie J. Gannigan III** (the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .074 acres located at 1132 N. 14th Street in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Gannigan" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204780.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars ($5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

(i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.

(ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars ($5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the

Revised - Rec'd 12/05/13

SELLER:

By: _____
Leslie J. Gannigan III

Date Executed: Dec. 21, 2013

Address:	N9123 Belgian Road Elkhart Lake, WI 53020
Phone:	(920) 946-7814
E-mail	clgannigan@tds.net

52164616 v1

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By: _____

Printed: Mark Bettenhausen
VP of Real Estate Development

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Zabel)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Paul Zabel and Tracy Zabel** (together jointly and severally the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .079 acres located at 1126 N. 14th Street in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Zabel" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204770.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars ($5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

(i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.

(ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for up to three (3) additional periods of thirty (30) days each (individually an "Extension" and

collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars ($5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the "Development Site". Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligations under this Agreement are contingent on and subject to Buyer closing on the

SELLER:

By: Paul Zabel
Paul Zabel

Date Executed: 2-4-14

By: Tracy Zabel
Tracy Zabel

Date Executed: 2-4-14

Address:	2507 N. 40th Street Sheboygan, WI 53083
Phone:	(920) 912-2150
E-mail	lisadarr@hillcrestbuilders.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By:

Printed: Mark Bettenhausen

Title: VP of Real Estate Development

Date Executed:

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(White/Sunkleep, LLC)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Sunkleep LLC**, a Wisconsin limited liability company (the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .10 acres located at 1124 N. 14th Street, in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "White" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204760.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars ($5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

(i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.

(ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars ($5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days. Also, notwithstanding the foregoing, Buyer agrees that it will give Seller notice of the date of the Closing at least ninety (90) days prior thereto, in order to allow Seller to arrange to have any tenants it has vacate the Property before the Closing.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are

SELLER:

Sunkleep LLC,
a Wisconsin limited liability company

By: _____

Printed: MICHAEL P WHITE

Title: MEMBER

Date Executed: 02-23-2014

Address:	Sunkleep LLC Attn: Michael White 1403 Logan Avenue Sheboygan, WI 53083-4704
Phone:	(920) 918-6737
E-mail	mike@sunkleep.com

52164640 v6 Copy #3

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By: _____

Printed: Mark Bettenhausen

Title: VP of Real Estate Development

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Leavens)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Darius S. Leavens** (the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .21 acres located at 1120 N. 14th Street in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Leavens" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204750.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars ($5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

(i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.

(ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional non-refundable (except in the event of a Seller default) earnest money deposit of Five Thousand and 00/100 Dollars ($5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C (and such is not a result of a default by Seller), the Earnest Money shall be paid to Seller. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right, without Seller's consent, to assign its interest in this Agreement, and in such event Seller agrees to execute any written assignment to acknowledge same. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

G. Seller acknowledges that Buyer's purchase of the Property is part of a development plan that includes Buyer's purchase of a total of ten (10) parcels of land (including the Property) as depicted on Exhibit A attached hereto and incorporated herein, which parcels are located immediately adjacent to or in the vicinity of the Property (collectively, the "Additional Parcels"). The Property and the Additional Parcels are collectively described hereunder as the

SELLER:

By: _____
Darius Leavens

Date Executed: 3-5-2014

Address:	30 S. 6th Street Winneconne, WI 54986-9325
Phone:	(920) 582-4737
E-mail	dariussleavens@gmail.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By: _____

Printed: Mark Bettenhausen

Title: VP of Real Estate Development

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

REAL ESTATE PURCHASE AGREEMENT
(Herrera)

1. **PARTIES:** This Real Estate Purchase Agreement (this "Agreement") is entered into, effective as of the date that the last of the parties signs this Agreement (the "Effective Date"), between **Cesar A. Herrera** (the "Seller"), and **G. B. Wisconsin 2, LLC**, an Indiana limited liability company ("Buyer"), and provides that Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The property to be conveyed is a parcel of land consisting of approximately .05 acres located at 1420 Erie Avenue in the City of Sheboygan, Sheboygan County, State of Wisconsin, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases, rents and security deposits (only with respect to any leases expressly assumed by Buyer herein), Seller's interest in and to all licenses and permits with respect to the property, Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property (only with respect to such contracts that are expressly assumed by Buyer herein), and Seller's interest in all warranties or guaranties relating to the property being sold; all of the above hereinafter collectively called "Property" and which is identified as "Herrera" on Exhibit "A" attached hereto and incorporated herein.

The Tax ID or Parcel ID for the Property is 59281204920.

The metes and bounds description determined by the survey of the Property hereinafter provided for will be attached hereto as Exhibit "A-1"; and will control in the event of a discrepancy between Exhibit "A" and Exhibit "A-1".

3. **PRICE:** The total purchase price shall be .
(the "Purchase Price"), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** Buyer agrees to deposit Five Thousand and 00/100 Dollars ($5,000.00) (the "Earnest Money") with Chicago Title Insurance Company (the "Title Company") in accordance with Paragraph 5B, below. The Earnest Money shall be held by the Title Company pursuant to an earnest money escrow agreement consistent with the terms and conditions of this Agreement and otherwise mutually acceptable to Buyer, Seller and the Title Company (the "Earnest Money Escrow Agreement"). Earnest Money shall be either applied to the Purchase Price at Closing or shall be disbursed or refunded in accordance with the terms and conditions of this Agreement.

5. **SPECIAL PROVISIONS:**

A. Buyer's obligations under this Agreement are subject to the satisfaction (or waiver in writing by Buyer) of the conditions in this Paragraph 5 (individually, a "Condition", and collectively, the "Conditions") within ninety (90) days after the Effective Date (the "Primary Term"). At any time after the Effective Date, Buyer and its agents, representatives, consultants and contractors shall have the right to enter upon the Property and make and conduct any and all tests and inspections that Buyer, in its sole and absolute discretion, deems necessary and/or appropriate to satisfy Buyer as to the condition of the Property; provided, however, that Buyer shall promptly restore any damage to the Property resulting from the entry of Buyer or its agents. All such tests shall be at Buyer's cost and expense. In the event the Conditions are not satisfied on or before expiration of the Primary Term or any Extension thereof, Buyer shall, prior to expiration of the Primary Term, give Seller written notice that such conditions have not been satisfied and either (i) waive any unsatisfied Condition(s) and proceed to the Closing (as hereinafter defined); or (ii) notify Seller that Buyer has elected to terminate the Agreement and that Buyer will not complete the purchase and sale, in which case the Earnest Money shall be fully refunded to Buyer and neither party shall have any further obligation hereunder.

(i) Buyer may complete at Buyer's sole discretion, among other things, due diligence of the Property including but not limited to, satisfaction of adequacy of utilities, title and survey review, financing, environmental and geotechnical testing. If Buyer determines the Property is inadequate for Buyer's intended use as determined by the Buyer in its sole and absolute discretion, then Buyer may terminate the Agreement in accordance with the terms set forth in Paragraph 5A, above.

(ii) Buyer may file, among other things, any necessary zoning change, variance, replat, alley vacation or request for site plan approval. Seller agrees to cooperate with Buyer in the filing for any zoning, variance, replat alley vacation or request for site plan approval (collectively called "Zoning"), including executing any consent prepared by Buyer's counsel. If satisfactory Zoning, as determined by the Buyer in its sole and absolute discretion, is not obtained on or before expiration of the Primary Term, as the same may be extended by Paragraph 5D, below, Buyer may terminate this Agreement in accordance with the terms set forth in Paragraph 5A, above.

B. Buyer will deposit the Earnest Money with the Title Company within thirty (30) days after the full execution of this Agreement.

C. Buyer shall have ninety (90) days after the expiration of the Primary Term (as the same may be extended by the Extension, the "Permits Period") to seek any and all necessary permits, licenses and approvals, and any zoning variances, rezoning, or other relief, permits or approvals, from all applicable governmental agencies and authorities and from any non-governmental entities (if applicable) for Buyer's intended use and development of the Property, including, without limitation, highway access approvals, subdivision approvals, building permits, demolition permits, special use permits, signage approvals, and street or alleyway abandonments (collectively, "Permits"). Buyer will have the right and option to extend the Permits Period for

up to three (3) additional periods of thirty (30) days each (individually an "Extension" and collectively the "Extensions") by delivering written notice to the Seller prior to expiration of the then-current Permits Period (as may have been extended by any previously exercised Extension(s)). Buyer will only be entitled to an Extension of the Permit Period hereunder if it delivers written notice of its desire to exercise any such Extension to the Seller prior to expiration of the then-current Permits Period (as such date may have been extended by any previously exercised Extension(s)). In consideration for each Extension, Buyer shall deliver to the Title Company an additional refundable earnest money deposit of Five Thousand and 00/100 Dollars ($5,000.00) (individually an "Additional Deposit" and collectively the "Additional Deposits") which shall be added to the Earnest Money and applicable against the Purchase Price at the Closing. If Buyer has not received final, unconditional (or subject to conditions acceptable to Buyer in its sole discretion) Permits with any appeal periods having expired without appeal or challenge (or, if appealed or challenged, with such appeal or challenge being dismissed or settled on final terms acceptable to Buyer in its sole discretion) prior to the expiration of the Permits Period, Buyer may terminate the Agreement by written notice to Seller at any time prior to the expiration of the Permits Period (as such Permits Period may have been extended by any Extension(s)). In the event Buyer elects to terminate this Agreement pursuant to Paragraph 5A above, or pursuant to this Paragraph 5C, the Earnest Money shall be fully refundable to Buyer and shall be fully refunded pursuant to the terms of this Agreement. Seller shall cooperate in good faith with Buyer to facilitate Buyer's efforts to obtain all Permits, including, without limitation, timely execution of all applications, consents, or other documents (provided that such documents do not require Seller to incur costs, unless Buyer agrees to reimburse Seller for same) required in connection with such Permits.

D. This transaction will close within thirty (30) days after expiration of the Permits Period or any effectively exercised Extension(s) (as hereinafter defined) (the "Closing"). Notwithstanding the foregoing, Buyer will have the right to extend the Closing date for up to an additional twenty-one (21) days.

E. Buyer has the right to assign its interest in this Agreement, in Buyer's sole and absolute discretion, for the benefit of an entity affiliated with CVS Caremark Corporation ("CVS"), provided, however, Buyer shall not have the right to assign its interest in this Agreement to any other party without the prior written consent of Seller. In the event of any assignment by Buyer (whether permitted by right or with Seller's consent), Seller agrees to execute any written assignment to acknowledge same. Any entity resulting from a merger with CVS shall not be considered an assignee and shall be entitled to all rights, title, and interest of CVS as permitted in this Agreement without any further consent of Seller. Any and all assignees will be bound by this Agreement.

F. In the event Buyer delivers to Seller any proposed amendment to this Agreement (in the form of an additional extension of the Primary Term, extension of the Closing date, or any other amendment relating to the timing of performance of Buyer's obligations or any other provision of this Agreement), delivery thereof shall automatically extend Buyer's right to terminate this Agreement as if the Primary Term (as extended by any previously exercised Extension(s)) had not yet expired, and Seller's execution thereof shall constitute an additional Condition.

SELLER:

By: Cesar Herrera
Cesar Herrera

Date Executed: 01-30-2014

Address:	522 S. 14th Street Sheboygan, WI 53081-4330
Phone:	(920) 917-4276 or (917) 254-2243
E-mail	samianasar@yahoo.com

BUYER

G. B. Wisconsin 2, LLC, an Indiana limited liability company

By: G.B. Managers, Inc., an Indiana corporation, its manager

By: _____

Printed: Mark Bettenhausen
VP of Real Estate Development

Title: _____

Date Executed: _____

Address: c/o T.M. Crowley & Associates, Inc.
501 S Pennsylvania Parkway, Suite 160,
Indianapolis, IN 46280
Attn: Mark Bettenhausen, Vice President of Real Estate

Phone: 317-705-8800

Fax: 317-819-0109

III

4.2

Res. No. 4 - 14 - 15. By Alderperson Hammond. May 5, 2014.

A RESOLUTION authorizing entering into a contract for sale of land for private development with Smet Investments, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Contract for Sale of Land for Private Development by and between the City and Smet Investments, LLC, for the property set forth below, in form substantially similar to the attached.

All of Lots 1, 2, 10, 11, 12 and part of the vacated east/west alley adjacent to said lots, in Block 204, Original Plat of the City of Sheboygan, located in the SW 1/4 of Section 23, T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing from a 1 inch diameter iron pipe marking the southeast corner of Lot 12 of said Block 204 and being the point of beginning of this description, thence N.89°35'04"W. along the south line of said Block 204 also being the north line of New Jersey Avenue 180.00 feet to the southwest corner of Lot 10 Block 204, thence N.0°09'39"E. along the west line of said Lot 10 165.36 feet to the centerline of the vacated east/west Alley in said Block 204, thence N.89°43'10"E. along the centerline of said Alley 60.00 feet to the intersection with the west line of Lot 2 Block 204 extended, thence N.0°09'39"E. along the west line of said Lot 2 and its extension

Finance

161.01 feet to the northwest corner of said Lot 2 also being the south line of Virginia Avenue, thence S.89°36′33″E. along the north line of Lots 1 and 2 Block 204 120.00 feet to the northeast corner of said Lot 1, thence S.0°09′39″W. along the east line of Block 204 also being the west line of S. 8th Street 327.16 feet to the point of beginning.

Said tract contains 49,203 sq. ft. (1.13 acres).

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

CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
SMET INVESTMENTS, LLC

AGREEMENT, made this _____ day of _____, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Smet Investments, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 300 N. Broadway, Suite 2B, Green Bay, Wisconsin 54303;

RECITALS

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by clearing the site and constructing, as determined by Developer, either a mixed use building comprised of retail/commercial space and market rate residential apartments or a building comprised of solely market rate residential apartments, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, all at an estimated cost of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00) dollars (hereinafter called "the Project"), in accordance with this Agreement; and

WHEREAS, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.
SALE: PURCHASE PRICE

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Ten and 00/100 Dollars ($10.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Developer.

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	August 2014
Issuance of Building Permits	September 2014
Start Construction	October 2014
Substantial Completion	October 2015

It is anticipated that the Property will be sold and conveyed as follows:

Sell and Convey Property	July 2014

ARTICLE II.
CONVEYANCE OF PROPERTY

SEC. 201. **Form of Deed.** The City shall convey to the Developer title to the Property described in Exhibit "A" by warranty deed (the "Deed"). Such conveyance and title shall be in addition to the condition subsequent provided for in Section 1104 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, subject to:

(a) Rights or claims of parties in possession not shown by the public records;

(b) Easements or claims of easements, not shown by the public records;

(c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises;

(d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.

(e) And such other liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 205(c) below; provided, however, that Developer has consented to and approved of such liens, encumbrances, covenants or restrictions as permitted encumbrances (the items referenced in Subsections (a)-(d) above and this Subsection (e) are referred to herein collectively as "Permitted Liens").

Furthermore, both the City and Developer recognize and acknowledge that there may be easements, encumbrances or reservations with respect to the Property which will be continued, or newly created or reserved in the conveyance of the Property from the City to the Developer. The City shall use its best efforts to minimize the impact upon Developer's Project of any such easement(s) or encumbrance(s), and Developer's obligation to purchase the Property shall be conditioned upon Developer satisfying itself of the feasibility and suitability of the Property, subject to such easements or encumbrances, prior to the date of closing of the purchase of the Property from the City.

SEC. 202. Time and Place for Delivery of Deed.

(a) The closing of the transaction and conveyance referred to herein shall occur on July 31, 2014, or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the purchase price to the City at such time and place.

SEC. 203. Apportionment of Current Taxes. Real estate taxes on the Property shall be prorated at closing, based upon date of closing values. Special assessments, if any, levied or for work actually commenced prior to the date of this Agreement shall be paid by the City no later than closing. All other special assessments shall be paid by Developer.

SEC. 204. Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records of

Sheboygan County. The Developer shall pay all costs for so recording the Deed.

SEC. 205. Conditions Precedent to Developer's Obligations. The Developer's obligation to conclude the transaction contemplated herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions on or prior to the date of closing:

(a) **Property Acquisition.** Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.

(b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.

(c) **Environmental.**

(1) The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to conclude this transaction is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the date of closing, that such information does not disclose the existence of any recognized environmental conditions or any other environmental issues,

hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object.

(2) Developer obtaining, at Developer's expense, a current Phase I environmental audit of the Property by an environmental engineer satisfactory to Developer, which audit shall indicate that no hazardous condition, material or substance, recognized environmental conditions or any other material condition exists on, in or with respect to the Property, or any real estate adjacent to the Property. If such Phase I environmental report indicates that a Phase II investigation is necessary to ascertain or confirm whether a hazardous material, condition, substance or recognized environmental condition exists on, in or with respect to the Property, Developer may, at Developer's expense, perform such Phase II investigation, and the time to satisfy this condition, and the closing of this transaction, shall be extended an additional ninety (90) days from the date Developer received the Phase I environmental report.

For purposes of this Subsection (b), a hazardous material, condition or substance, recognized environmental condition or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to

the Property, Developer may, at Developer's sole discretion, (i) terminate this Agreement by providing written notice thereof to the City , or (ii) accept the Property "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.

(d) **Title**. The City delivering to Developer, within fifteen (15) days after Developer's request therefor, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Policy") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Policy shall be paid by the City).

Within twenty (20) days after Developer's receipt of such title commitment, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the title commitment; in the absence of such notification, such exceptions shall be deemed accepted by Developer. The Title Policy shall contain such endorsements required by Developer, which endorsements shall be obtained at the Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the title commitment will be paid or satisfied by the City or insured over by the Title Company on or prior to the date of closing.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or disapproved matter, Developer may, within ten (10)

days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure: (i) terminate this Agreement by providing written notice thereof to the City; or (ii) Developer may take title "as-is".

(e) **Survey**. Developer's receipt, within twenty (20) days after execution of this Agreement, at the Developer's expense, of a current survey of the Property, staked, and made by a surveyor licensed in the State of Wisconsin and approved by Developer, showing such detail and criteria as determined by Developer, in Developer's sole discretion.

If such survey shows the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer, within Developer's sole discretion, Developer may (i) terminate this Agreement by providing written notice thereof to the City; or (ii) accept the Property "as-is" despite the existence of such condition.

(f) **Governmental Permits, Licenses and Approvals**. Developer obtaining prior to date of closing, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or agency, for the Project and related Improvements, as determined by Developer, within Developer's sole discretion. The City agrees to cooperate with Developer in the application for any such permits, licenses and approvals.

(g) **Utility Connections**. Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.

(h) **Soil and Topographic Conditions**. The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the

City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this transaction is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the date of closing, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this transaction is further contingent upon Developer obtaining, at Developer's sole expense, on or prior to the date of closing, (i) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project and the Improvements related thereto, and (ii) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

ARTICLE III.
TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

The construction of the Project shall be commenced in any event within three (3) months after the date of closing of the purchase of the Property by Developer and, except as otherwise provided in this Agreement, shall be substantially completed within twelve (12) months after commencement of construction.

ARTICLE IV.
SPECIAL PROVISIONS

SEC. 401. **Minimum Investment**. Developer shall utilize the Property by clearing the site and constructing the Project and all related improvements, at a minimum investment of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00) dollars ("Minimum Investment") by December 31, 2015.

Minimum Investment includes costs for clearing the site and construction of all buildings and other improvements on the Property and leasehold improvements. Minimum Investment shall

not include inventory, moveable equipment, personal property items, or the purchase price of the Property.

Minimum Investment includes all costs and expenditures (both "hard" and "soft") made or incurred by Developer, its successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise), Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.

If the fair market value of the buildings and other improvements on the Property, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than the Minimum Investment amount on January 1, 2016, or such later date as the parties may hereafter agree, then the Developer shall be deemed to have satisfied its obligation with respect to Minimum Investment. If not, Developer shall provide the City a statement of its investment in the Property, computed in accordance with this Section, no later than sixty (60) days after said determination by the City Assessor's office, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for

satisfying the Minimum Investment requirements set forth herein shall be extended by (x) the period required for the completion of all necessary remediation of the Property, or (y) a time period commensurate with the period of delay, as the case may be.

ARTICLE V.
PREPARATION OF PROPERTY FOR DEVELOPMENT

SEC. 501. City Responsibilities. The City shall, without expense to the Developer:

(a) **Assist Developer.** Cooperate with the Developer, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the Developer in connection with the fulfillment of the Developer's obligations under this Agreement.

SEC. 502. Developer's Responsibilities. The Developer shall, without expense to the City:

(a) **Evidence of Financial Capability.** Prior to the execution of this Agreement by the City, the Developer shall submit to the City evidence satisfactory to the City that the Developer has the financial capability to purchase the Property and construct the Project in the manner and by the times set forth in this Agreement.

(b) **Assist City.** Cooperate with the City, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the City in connection with the fulfillment of the City's obligations under this Agreement.

(c) **Conduct Studies.** Prior to closing on the purchase of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

ARTICLE VI.
RIGHTS OF ACCESS TO PROPERTY

SEC. 601. Right of Entry for Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Section 201 hereof.

SEC. 602. Developer Not to Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 201 hereof, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

SEC. 603. Access to Property. Prior to the conveyance of the Property by the City to the Developer, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out this Agreement. After the conveyance of the Property by the City to the Developer, the Developer shall permit the representatives of the City access to the Property at all reasonable times which the City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

ARTICLE VII.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 701. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, the

Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement. The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City. If the City so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

SEC. 702. <u>Changes in Construction Plans</u>. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the

proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

SEC. 703. Evidence of Equity Capital and Mortgage Financing. As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.

SEC. 704. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the City as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 703 hereof, are conditions precedent to the obligations of (a) the Developer to purchase the Property and (b) the City to convey the Property to the Developer.

SEC. 705. Progress Reports. Subsequent to conveyance of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

SEC. 706. Certificate of Completion.

(a) Promptly after completion of the Project in accordance with those provisions of this Agreement relating solely to the obligations of the Developer to construct the Project (including the dates for beginning and completion thereof), and the required

Minimum Investment, the City will furnish the Developer with an appropriate instrument so certifying. Such certification by the City shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the Developer, and its successors and assigns, to construct the Project, the dates for the beginning and completion thereof, and the required Minimum Investment. Provided, that if there is upon the Property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Project and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans and are ready for occupancy then, in such event, the City and the Developer shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Project in accordance with the Construction Plans and, if the other agreements and covenants in this Agreement obligating the Developer in respect of the construction and completion of the Improvements have been fully satisfied, the City shall forthwith issue its certification provided for in this Section. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Project, or any part thereof.

(b) The certification provided for in this Section 707 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Deed. If the City shall refuse or fail to provide the certification in accordance with the provisions of this Section, the City shall, within ten (10) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts

will be reasonably necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

ARTICLE VIII.
RESTRICTIONS UPON USE OF PROPERTY

SEC. 801. **Restrictions on Use**. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

(a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty (20) years from date of completion of the Project; and

(b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 802. **Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

SEC. 803. **City Rights to Enforce**. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and

covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE IX.
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 901. Representations as to Development. The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

(a) the importance of the development of the Property to the general welfare of the community; and

(b) the below market purchase price that has been made available by the City for the purpose of making such development possible.

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

SEC. 902. Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that: Prior to completion of the Improvements as certified by the City, and without the prior written approval of the City, (a) there shall be no transfer of ownership interests in the Developer by any party owning 10 percent or more of the ownership interests in the Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the Developer, or by any owner of 10 percent or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any other method or means. With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that:

(a) Except only:

(1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and (ii) any other purpose or as otherwise authorized by this Agreement,

the Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City,

which approval shall not be unreasonably withheld or delayed. Provided, that prior to the issuance by the City of the certificate provided for in Section 706 hereof as to completion of construction of the Improvements, the Developer may enter into any agreement to sell, lease or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein.

(b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this,

together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

(3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then Developer shall be automatically released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 903 or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

SEC. 904. Information as to Members. In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

(a) the Developer will promptly notify the City of any and all changes whatsoever in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in

the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and

(b) the Developer, its successors or assigns, shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of the Developer, setting forth all of the members of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the company their names and the extent of such interest, all as determined or indicated by the records of the Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own 10 percent or more interest in the Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished the City immediately prior to the delivery of the Deed to the Developer and as a condition precedent thereto and annually thereafter on the anniversary of the date of delivery of the Deed until the issuance of a certificate of completion for all the Property.

ARTICLE X.
MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 1001. Limitation Upon Encumbrance of Property. Prior to the completion of the Project, as certified by the City, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for construction of the Project and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Developer to the City. Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any

part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

SEC. 1002. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

SEC. 1003. Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

SEC. 1004. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 1003 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having

expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Project relating to the Property shall be entitled, upon written request made to the City, to a certification by the City to such effect in the manner provided in Section 707 of this Agreement.

SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Developer (or successor in interest) under this Agreement, the holder of any mortgage on the Property:

(a) has, but does not exercise, the option to construct or complete the Project relating to the Property, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or

(b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do,

the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of

the subsequent management of the Property; (iv) the costs of any improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 1006. City's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

SEC. 1007. Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

ARTICLE XI.
REMEDIES

SEC. 1101. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to

cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 1102. <u>Termination by Developer Prior to Conveyance</u>. In the event that:

(a) the City does not tender conveyance of the Property, or possession thereof, in the manner and condition provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Developer; or

(b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or

(c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

SEC. 1103. <u>Termination by City Prior to Conveyance</u>. In the event that:

(a) prior to conveyance of the Property to the Developer and except as otherwise permitted under this Agreement,

(i) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or

(ii) there is any change in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or

(b) the Developer does not submit Construction Plans, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or

(c) the Developer does not pay the Purchase Price and take title to the Property upon tender of conveyance by the City pursuant to this Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property or any part thereof to the Developer and prior to completion of the Project as certified by the City:

(a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the beginning and completion thereof) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the City so to do; or

(b) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within (i) ninety (90) days after written demand by the City so to do or (ii) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer; or

(c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer;

then the City shall have the right to re-enter and take possession of the Property and to terminate (and revest in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any revesting of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, (i) the lien of any mortgage authorized by this Agreement, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

SEC. 1105. <u>Resale of Reacquired Property; Disposition of Proceeds</u>. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 1104 set forth and provided) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as

any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the revesting of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this

provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 1108. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 1109. Party in Position of Surety With Respect to Obligations. The Developer, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence or modification of terms of contract.

ARTICLE XII.
MISCELLANEOUS

SEC. 1201. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

SEC. 1202. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of

the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

(c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.

(d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.

(e) The Developer will include the provisions of Paragraphs (a) through (e) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

SEC. 1203. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 1204. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 1205. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer; provided, however, that the members or owners of any such related entity or affiliate include one or more of the principals of Smet Investments, LLC or Smet Construction Services Corp. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

SEC. 1206. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 300 N. Broadway, Suite 2B, Green Bay, Wisconsin 54303; and

(b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other

communication shall be deemed delivered and received upon deposit in the U.S. Mail.

SEC. 1207. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

SEC. 1208. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST:

_____
Susan Richards
City Clerk

SMET INVESTMENTS, LLC

BY: _____
Scott R. Smet, Member

BY: _____
Chad L. Smet, Member

This instrument drafted by:

City Attorney Stephen G. McLean
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 01011662

EXHIBIT "A"

Description of Property

All of Lots 1, 2, 10, 11, 12 and part of the vacated east/west alley adjacent to said lots, in Block 204, Original Plat of the City of Sheboygan, located in the SW 1/4 of Section 23, T.15N., R.23E., City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing from a 1 inch diameter iron pipe marking the southeast corner of Lot 12 of said Block 204 and being the point of beginning of this description, thence N.89°35′04″W. along the south line of said Block 204 also being the north line of New Jersey Avenue 180.00 feet to the southwest corner of Lot 10 Block 204, thence N.0°09′39″E. along the west line of said Lot 10 165.36 feet to the centerline of the vacated east/west Alley in said Block 204, thence N.89°43′10″E. along the centerline of said Alley 60.00 feet to the intersection with the west line of Lot 2 Block 204 extended, thence N.0°09′39″E. along the west line of said Lot 2 and its extension 161.01 feet to the northwest corner of said Lot 2 also being the south line of Virginia Avenue, thence S.89°36′33″E. along the north line of Lots 1 and 2 Block 204 120.00 feet to the northeast corner of said Lot 1, thence S.0°09′39″W. along the east line of Block 204 also being the west line of S. 8th Street 327.16 feet to the point of beginning.

Said tract contains 49,203 sq. ft. (1.13 acres).