ATTACHMENTS

Resignation

Henry M. Nelson submitting his resignation from the Mead Public Library Board of Trustees effective March 23, 2018.

March 23, 2018

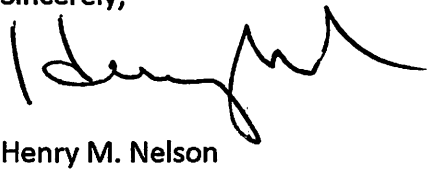
The Honorable Michael Vandersteen, Mayor
City Hall
828 Center Avenue
Sheboygan, WI 53081

Dear Mayor Vandersteen,

It has been an honor to be a member of the Mead Public Library Board of Trustees for these last 8 years. I have been enriched by the education I have received by being connected with the members of the board and the entire staff of the library. During my tenure I am proud to have been part of a team which has helped to create a new vision for the library in terms of its management structure and the way the library provides for the needs of its patrons.

I am inspired to advocate for the library and its mission in order that the library can continue to be a leader of the growth of the revitalization of the new downtown. I tender my resignation knowing that the library will continue to flourish during this new era as it is needed now more than ever.

Sincerely,



Henry M. Nelson

cc. Ms. Maeve Quinn, President, Mead Public Library Board of Trustees
310 St. Clair Avenue
Sheboygan, Wi

Resignation.

Pete Fullerton submitting his resignation from the City of Sheboygan Board of Review effective March 22, 2018.

DeBruin, Meredith

From: Pete Fullerton <pete.fullerton.p4ih@statefarm.com>
Sent: Thursday, March 22, 2018 9:31 AM
To: DeBruin, Meredith
Subject: RE: Board of Review

Hi Meredith,
I have moved outside the City of Sheboygan and therefore have to resign from the Board of Review. Please have this act as my resignation from the board.
Thanks,
Pete

PETE FULLERTON, AGENT
State Farm Insurance
Providing Insurance and Financial Services
1305 North 8th Street
Sheboygan, WI 53081
Phone (920) 458-4211
Fax: (920)458-4630
www.petefullerton.com

Click to Register Online to Access Your Policy 24/7, Make Payments & Much More.

Click the phone below to download our iphone or android app today!

From: DeBruin, Meredith [mailto:Meredith.DeBruin@sheboyganwi.gov]
Sent: Wednesday, March 14, 2018 9:50 AM
To: Pete Fullerton <pete.fullerton.p4ih@statefarm.com>
Subject: RE: Board of Review

Good morning Peter,

II

R. O. No. _____ - 17 - 18. By BOARD OF CONTRACTORS EXAMINERS.
April 4, 2018.

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

38404	Eric Alan Jeske W4313 Woodland Rd Sheboygan Falls, WI 53085-2033	Carpenter Contractor
38436	Micael L Werner 1715 Willow View Ct Sheboygan, WI 53081-9016	Carpenter Contractor

Grant

BOARD OF CONTRACTORS EXAMINERS

II

R. O. No. _____ - 17 - 18. By CITY ADMINISTRATOR. April 4, 2018.

Submitting for your information the 2019 Budget Schedule.

2019 Budget Schedule

April 2, 2018	City Administrator submits 2019 Budget Schedule to Council.
May 14, 2018	City Administrator discusses budget parameters with Finance and Personnel Committee.
May 21, 2018	City Administrator communicates to Management Team the parameters for 2019 budget submittals.
July 9, 2018	Department budget submittals.
July - Sept, 2018	City Administrator review of department budgets.
September 4, 2018	City Administrator submits Budget Resolution to Common Council.
September 5 – 14, 2018	Standing Committee review 2019 Executive Budget and submit recommendations to the Common Council on September 17, 2018.
September 14, 2018	Publish Notice of Public Hearing on 2019 Executive Budget.
September 17, 2018	Common Council refers 2019 Executive Budget and Standing Committee recommendations to the Committee of the Whole.
September 24, 2018	Committee of the Whole review of the 2019 Executive Budget.
October 1, 2018	Committee of the Whole review of the 2019 Executive Budget.
October 15, 2018	Committee of the Whole refers final 2019 Executive Budget to Common Council.
October 15, 2018	Report of Fund Balance and GO Bonded Debt to the Common Council.
October 15, 2018	Public Hearing on 2019 Proposed Budget.
November 5, 2018	Common Council to adopt the Budget Resolution.

Darrell Hofland

Darrell Hofland, City Administrator

Consent

II

UPDATED

R. O. No. 334 - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
3195	Sheboygan Cty Chamber of Commerce	621 S. 8th Street - One day event to be held 04/27/18 at Mead Public Library - 710 N.8th Street.
3195	Sheboygan Cty Chamber of Commerce	621 S. 8th Street - One day event to be held 04/20/2018 at Acuity - 2800 Kohler Memorial Drive. To Include beer and wine.
1842	Early Bird Rotary Foundation	PO Box 64 - One day event to be Held 07/20/2018 at Fountain Park- 1010 N. 8th Street. To include beer and wine.
2134	United Way of Sheboygan County	2020 Erie Avenue - One day event to be held 4/24/2018 at the Senior Activity Center in the Great Room and hospitality room 428 Wisconsin Avenue to include beer and wine.
2184	Lutheran High Crusader Club	3323 University Drive - One day event to be held 04/14/2018 in the gymnasium to include beer and wine.

Consent

TEMPORARY CLASS "B" LICENSE - AMENDED DATE

2457 Friends of The Senior Center	428 Wisconsin Avenue - Senior Center Building. One day event originally scheduled and approved for 04/24/2018 to be held 04/10/2018 to include beer and wine.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

No.	Name	Address
2124	Billmeier, Shelley J.	5111 N. 40th Street

IV

R. C. No. ___ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred Com. No. 7-17-18 presented to the Common Council by Alderperson Savaglio submitting a communication from Meghan Murray concerning the intersection of North 27th Street and Center Avenue; recommends filing the document.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

I

4.2

Com. No. 7 - 17 - 18. March 19, 2018.

Submitting a communication from Meghan Murray concerning the intersection of North 27th Street and Center Avenue.

Presented to the Common Council by Alderperson Savaglio.

Public Works file

DeBruin, Meredith

From: Alderperson Markus Savaglio
Sent: Tuesday, March 13, 2018 2:55 PM
To: DeBruin, Meredith
Cc: meghanmurray3188@gmail.com
Subject: Fwd: Intersection Proposal

Please put this on the next council meeting agenda, for referral to the appropriate place.

There is a 3 way uncontrolled intersection on 25th and Pennsylvania, and I would like to ask that or be reviewed for a yield sign on Penn. please put that on the agenda as well, with a referral to the appropriate place.

Thank you!

Sent from my iPhone

Begin forwarded message:

> **From:** Meghan Murray <meghanmurray3188@gmail.com>
> **Date:** February 27, 2018 at 9:49:40 PM CST
> **To:** <markus.savaglio@sheboyganwi.gov>
> **Subject: Intersection Proposal**
>
> Hi Mr. Savaglio,
>
> I am wondering if you would be the correct contact person regarding a proposal in support of creating a four way stop on the intersection of North 27th Street and Center Avenue. If so, how would I move forward with my thoughts and concerns?
>
> Thanks in advance,
>
> Meghan Murray
> meghanmurray3188@gmail.com
> (920)2076676

VII

R. C. No. ___ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred the below-listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 412-16-17 by Finance to whom was referred R. O. No. 93-16-17 by City Clerk submitting a Summons and Complaint in the matter of Douglas L. Leppanen and Network Health v City of Sheboygan et al;

2. R. C. No. 417-16-17 by Finance to whom was referred R. O. No. 207-16-17 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Janice M. Scheibl et al;

3. R. C. No. 421-16-17 by Finance to whom was referred R. O. No. 252-16-17 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates v David J. Rosenthal et al;

4. R. C. No. 424-16-17 by Finance to whom was referred R. O. No. 44-16-17 by City Clerk submitting a Summons and Complaint in the matter of Sonlight, Inc. and Samuel A. Walker vs the City of Sheboygan and C. Spielvogel & Sons Excavating, Inc.;

5. R. O. No. 61-17-18 by City Clerk submitting a Summons and Complaint-Small Claims regarding "Nyhuis Enterprises, LLC vs. Patrick Eirich (in his capacity as a City employee);

6. R. O. No. 130-17-18 by City Clerk submitting an Amended Summons and Notice of Object of Action in the matter of John G. Justinger vs. Thomas H. Lloyd et al (Case No. 16CV545);

7. R. O. No. 164-17-18 by City Clerk submitting a Summons and Complaint in the matter of U. S. Bank National Association v Luis E. Olmedo et al;

8. R. O. No. 176-17-18 by City Clerk submitting a Summons and Complaint in the matter of PHH Mortgage Corporation f/k/a PHH Mortgage Services v Henry Ye Lee et al;

9. R. O. No. 267-17-18 by City Clerk submitting a Summons and Complaint in the matter of Eric R. Burrows v. Joel Clark and Cameron Stewart;

Consent

10. R. O. No. 315-17-18 by City Clerk submitting a claim from Brian Dorn for alleged damages to his vehicle from a steel pole snow marker that was bent and protruding into the traffic lane at the intersection of Weeden Creek Road and County Road OK;

11. R. O. No. 312-17-18 by City Clerk submitting a claim from Joel Hendrikse for alleged damages to his parked vehicle when it was struck by a snowplow, damaging the passenger side mirror;

12. R. O. No. 301-17-18 by City Clerk submitting a claim from David Dekker for alleged damages to his right front tire when he hit a pothole on South 18th Street.

All R. C.'s and R. O.'s have been reviewed by staff with recommendation to file all claims.

_____ _____

_____ _____

_____ _____

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

5.3

R. C. No. 412 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 93-16-17 by City Clerk submitting a Summons and Complaint in the matter of Douglas L. Leppanen and Network Health v City of Sheboygan et al.; recommends referring to Finance of the new council.

Finance of the New Council file

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

3.4

R. O. No. 93 - 16 - 17. By CITY CLERK. August 15, 2016.

Submitting a Summons and Complaint in the matter of Douglas L. Leppanen and Network Health v City of Sheboygan et al.

City Clerk

Finance

COPY

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Douglas L. Leppanen
2638 N. 20th St.
Sheboygan, WI 53083

Plaintiff,

Case No. 16CV0414
Personal Injury – Other: 30107
Amount claimed is greater than $10,000

Network Health
1570 Midway Place
Menasha, WI 54952

Involuntary Plaintiff,

CIRCUIT COURT BRANCH 5
DANIEL J. BOROWSKI
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

v.

CLERK CIRCUIT COURT
FILED
2016 AUG -3 P 1:29
SHEBOYGAN COUNTY
WISCONSIN

City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Zenith Tech, Inc.
N6 W23633 Bluemound Rd.
Waukesha, WI 53188

ABC Corporation

John Doe

Defendants.

SUMMONS

To the Defendants:

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

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 N. 6th St., Sheboygan, WI 53081, and to Plaintiff's attorney, John Leppanen633 W. Wisconsin Ave., Ste. 1410., Milwaukee, WI 53203.

If you do not provide a proper answer within the 45 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: August 2, 2016

John Leppanen
Attorney for the Plaintiff
State Bar No. 1093787
633 W. Wisconsin Ave., Ste. 1410
Milwaukee, WI 53203
(414) 273-1040, ext. 15
leppanenlaw@gmail.com

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Douglas L. Leppanen
2638 N. 20th St.
Sheboygan, WI 53083

Case No. 16CV0414
Personal Injury – Other: 30107
Amount claimed is greater than $10,000

Network Health
1570 Midway Place
Menasha, WI 54952

Plaintiffs,

v.

City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

Zenith Tech, Inc.
N6 W23633 Bluemound Rd.
Waukesha, WI 53188

ABC Corporation

John Doe

Defendants.

CLERK CIRCUIT COURT
FILED
2016 AUG -3 P 1:30
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiff Douglas L. Leppanen alleges:

PARTIES

1. Plaintiff Douglas L. Leppanen is an individual residing at 2638 N. 20th St., Sheboygan, WI 53083.

2. Plaintiff Network Health is the health insurance provider for Plaintiff Douglas Leppanen and is named in this action as an involuntary plaintiff.

3. Defendant City of Sheboygan is the agent of a municipality, headquartered at 828 Center Ave., Sheboygan, WI 53081.

4. Defendant Zenith Tech, Inc. is a construction company located at N6 W23633 Bluemound Rd., Waukesha, WI 53188.

5. Plaintiff reserves the right to amend the present complaint to include any individuals, companies, municipalities, or municipal agencies as additional Defendants – presently identified as ABC Corporation and John Doe.

JURISDICTION AND VENUE

6. The State of Wisconsin has subject matter jurisdiction over the stated cause of action because the Plaintiff alleges that the events that give rise to the claim occurred in Wisconsin

7. The State of Wisconsin has personal jurisdiction over the Defendant City of Sheboygan because it is a municipality located in the County of Sheboygan, State of Wisconsin.

8. The State of Wisconsin has personal jurisdiction over Defendant Zenith Tech, Inc. because it was a Wisconsin corporation performing work in Sheboygan County, Wisconsin at the time of the events that give rise to this action.

9. Sheboygan County Circuit court is a proper venue for this action because the events that gave rise to this action occurred entirely within the County of Sheboygan, where Plaintiff resides and Defendant City of Sheboygan is located, and where Defendant Zenith Tech, Inc. was performing work at the time.

10. Plaintiff has already filed a timely municipal claim against the City of Sheboygan, which was dismissed.

ALLEGATIONS OF FACT

11. On July 17, 2015, Plaintiff was riding his bicycle along a designated municipal bicycle path in Sheboygan, WI.

12. Plaintiff was not under the influence of any drugs or alcohol at any point during July 17, 2015 or during any day immediately prior.

13. At approximately 8 p.m., Plaintiff was riding westbound in the vicinity of the 14th Street Bridge.

14. As Plaintiff approached the bridge, under which the municipal bicycle path runs, he observed no warnings, barriers, or other indication(s) that he should change course, which were the responsibilty of Defendant City of Sheboygan to provide.

15. As Plaintiff rode under the 14th Street Bridge, he became entangled in apparent construction netting that was hanging from the bridge above as a result of the negligence of Defendant Zenith Tech, Inc.

16. Entangled in the netting, Plaintiff lost control of his bicycle and crashed into a jagged chain link fence next to the municipal bicycle path.

17. As a result of the crash, Plaintiff suffered a severe laceration on his left forearm.

18. As a result of the laceration, Plaintiff required hospitalization and extensive medical care, and has been left with a scar where the laceration occurred.

19. Following the accident, Plaintiff reported the nature of his injuries and the condition of the bicycle path, including the absence of any warnings or barriers, to the Sheboygan Police Department ("the Police").

20. Following Plaintiff's report to the Police, Officer M. Wynveen reported to the site of the crash, confirmed that there were no warnings or barriers present, and blocked the path with police tape. Officer Wynveen then indicated that the Sheboygan Department of Public Works should be notified of the situation.

21. Officer Wynveen further reported that, at the time of the incident, there were warnings and barriers present at the opposite point of entry to the location in question.

22. Several days later, visible warnings and barriers were in place along the westbound portion of the municipal bicycle path approaching the 14th Street Bridge underpass, presumably erected by the Sheboygan Department of Public Works.

CAUSE OF ACTION – PERSONAL INJURY LIABILITY

23. Plaintiff repeats and re-alleges paragraphs 1 through 21 as set forth above.

24. Defendant City of Sheboygan is liable for Plaintiff's injuries.

25. Notwithstanding its status as a municipal entity, Defendant had a ministerial duty to install warnings and/or barriers in light of the known and compelling danger posed by the 14th Street Bridge.

26. Defendant Zenith Tech, Inc. is liable for Plaintiff's injuries as result of its negligent actions or lack of care, specifically in creating a hazard around and beneath the 14th Street Bridge.

27. Plaintiff was in no way negligent in sustaining the injuries in question.

DAMAGES

28. By virtue of Defendant's failure to perform its ministerial duty in the face of a known and compelling danger, Plaintiff suffered psychological and physical trauma.

29. By virtue of Defendant City of Sheboygan's failure to perform its ministerial duty in the face of a known and compelling danger, Plaintiff suffered monetary loss in connection with medical expenses.

30. By virtue of Defendant City of Sheboygan's failure to perform its ministerial duty in the face of a known and compelling danger, Plaintiff suffers ongoing physical disfigurement.

31. By virtue of Defendant Zenith Tech, Inc.'s negligence, Plaintiff suffered trauma, monetary loss, and ongoing physical disfigurement.

PRAYER FOR RELIEF

Plaintiff seeks judgment awarding damages in amounts deemed just by the Court, the reasonable costs and expenses of this action including reasonable attorneys' fees, and any such other relief as may be just.

Dated:. August 2, 2016

Respectfully submitted,

John Leppanen
Attorney for the Plaintiff
State Bar No. 1093787
633 W. Wisconsin Ave., Ste. 1410
Milwaukee, WI 53203
(414) 273-1040, ext. 15
leppanenlaw@gmail.com

VI

5.8

R. C. No. 417 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 207-16-17 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Janice M. Scheibl et al; recommends referring to Finance of the new council.

Finance of the new Council file

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

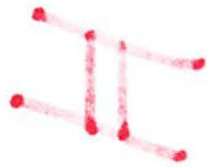
Other Matters 7.2

R. O. No. 207 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Janice M. Scheibl et al.

Finance

City Clerk



STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
Successor by merger to WELLS FARGO
HOME MORTGAGE, INC.
f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

JANICE M. SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

JOHN DOE SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Sheboygan 53081

Defendants.

CASE NO. 17CV0017
FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH 3
ANGELA W. SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS

Pam
11/17/17 Chad Pelishek
828 Cent-Ave #104, Sheboygan

CLERK CIRCUIT COURT
FILED
2017 NOV 17 P 3:50
WISCONSIN

THE AMOUNT CLAIMED EXCEEDS $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment

may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 10th day of January, 2017.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff

BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT (the Act) 15 U.S.C. Section 1692 As Amended

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.

2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.

3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.

4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.

6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.

7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.

8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

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

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

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

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

A Mediation Request is not a response to the Summons.

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

What happens after you apply for Mediation?

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

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

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

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)
Mailing address, if different from above: _____
(street, city or town, zip code)
Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

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

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

   _____

   _____

   _____

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

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

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

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

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

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

_____ _____

Property Owner's Signature Date

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
Successor by merger to WELLS FARGO
HOME MORTGAGE, INC.
f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

JANICE M. SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

JOHN DOE SCHEIBL
1425 North 8th Street
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Sheboygan 53081

Defendants.

CASE NO. 17CV0017
FORECLOSURE CASE CODE - 30404

COMPLAINT

THE AMOUNT CLAIMED EXCEEDS $10,000.00.

CLERK CIRCUIT COURT
FILED
2017 JAN 11 P 3:50
SHEBOYGAN COUNTY
WISCONSIN

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").

2. Defendant, JANICE M. SCHEIBL, is a competent adult who resides at 1425 North 8th Street, Sheboygan, Wisconsin 53081 (hereinafter Borrower).

3. Defendant, JOHN DOE SCHEIBL, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at 1425 North 8th Street, Sheboygan, Wisconsin 53081.

KMK File Number: 10006849

4. Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, with its agent for service of process located at 828 Center Avenue, Suite 104, Sheboygan, Sheboygan 53081.

5. Borrower(s) executed and delivered a Note and Purchase Money Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Purchase Money Mortgage was recorded in the Office of the Register of Deeds for this County on 05/04/1995 in Volume Number 1388, on Page Numbers 532-539, as Document No. 1425464. Plaintiff is the holder of the Note and Purchase Money Mortgage.

6. The foregoing Note and Mortgage were modified by a Loan Modification Agreement by and between Plaintiff and Borrower(s), on 02/07/2013, amending the Mortgage dated 04/28/1995 and recorded in the Office of the Register of Deeds for this County on 05/04/1995 in Volume Number 1388, on Page Numbers 532-539,, as Document No. 1425464 which, among other things, capitalized unpaid interest into the loan, decreased the interest rate to 2.875% and increased the unpaid principal balance to $16,304.18. A copy of this Agreement is attached hereto as an Exhibit.

7. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

8. The unpaid balance due under the Note and Purchase Money Mortgage is immediately due and payable.

9. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Purchase Money Mortgage.

10. As of 01/27/2017, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	$12,165.58
Accrued Interest	199.81
Escrow Advance	286.80
Late Charges	19.77
TOTAL	$12,671.96

*Interest continues to accrue at the rate of 2.875% per year or $.96 per diem after 01/27/2017. Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Purchase Money Mortgage described herein and any judgment entered in this case.

11. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at 1425 North 8th Street, Sheboygan, Wisconsin 53081. The Property cannot be sold in parcels without injury to the interests of the parties.

12. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's Purchase Money Mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

(a) Defendant John Doe Scheibl, possible unknown spouse, by virtue of being the present spouse of Borrower Janice M. Scheibl, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.

(b) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Janice M. Scheibl, to City of Sheboygan, Department of City Development for $8,944.20 dated September 11, 2015 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on September 25, 2015 as Document No. 2009943.

13. Pursuant to Section 846.101 Wis. Stats, and the provisions contained in the Mortgage, **Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property.** Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from entry date of judgment.

14. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.

2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 10th day of January, 2017.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff

BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

FMAN-3502-1

ADJUSTABLE RATE NOTE

(1 Year Treasury Index--Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

APRIL 28 ,19 95 SHEBOYGAN (City) WISCONSIN (State)

1425 NORTH 8TH STREET, SHEBOYGAN, WI 53081 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promised to pay U.S.$ ****26,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORWEST MORTGAGE, INC.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.500 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(b) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on JUNE 01, 19 95. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on MAY 01, 20 25, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at NORWEST MORTGAGE INC.,, P.O. BOX 5137, DES MOINES, IA 503065137 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ ***219.47. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MAY, 2000, and on that day every 12 MONTHS thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 7.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from my initial note rate of interest I have been paying for the preceeding twelve months. My interest rate will never be greater than 15.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates on my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the First Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest as permitted by state law. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Janice M. Scheibl (Seal)
JANICE M. SCHEIBL -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

(Sign Original Only)

WITHOUT RECOURSE
PAY TO THE ORDER OF

Norwest Bank, Wisconsin, N.A.

NORWEST MORTGAGE, INC.

By _____

WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY _____
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT

0022

WITHOUT RECOURSE
PAY TO THE ORDER OF

Norwest Bank, Wisconsin, N.A.

NORWEST MORTGAGE, INC.

By _____
Eileen B. Stelzner
Assistant Secretary

[redacted] 1425464 WICM-3050-C-1 VOL 1388 PAGE 532

RECORDED
SHEBOYGAN COUNTY, WI
Darlene J Nowicki Registrar
In Vol. 1388 of Rec. on page 532

95 MAY -4 AM 8:35

001E#0019 0006 JR $18.
001E#0019 0006 I RIB $2.
001E#0019 0006 CO LRM $4.

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 28, 1995 . The mortgagor is JANICE M. SCHEIBL, A SINGLE PERSON

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF MINNESOTA , and whose address is , P.O. BOX 5137, DES MOINES, IA 503065137 ("Lender"). Borrower owes Lender the principal sum of TWENTY SIX THOUSAND ONE HUNDRED AND 00/100 Dollars (U.S. $*****26,100.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2025 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

THE SOUTH TWENTY-FIVE (25) FEET OF THE NORTH EIGHT-FIVE (85) FEET OF THE WEST ONE HUNDRED (100) FEET OF LOTS FIVE (5) AND SIX (6), BLOCK TWENTY-NINE (29), OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.
TAX KEY #100110

*SEE ADJUSTABLE RATE RIDER
THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137

which has the address of 1425 NORTH 8TH STREET SHEBOYGAN [Street, City], Wisconsin 53081 [Zip Code] ("Property Address");

, TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

24. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] 1-4 Family Rider Biweekly
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Payment Rider Second
[ ] Balloon Rider	[ ] Rate Improvement Rider	[ ] Home Rider
[ ] V.A. Rider	[ ] Other(s) [specify]	

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

Witnesses:

Janice M. Scheibl (Seal)
JANICE M. SCHEIBL -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this APRIL 28, 1995
(date)

by Janice M. Scheibl
(person acknowledging)

My Commission Expires: 1-17-99

Jane M. Osypowski
Notary Public, State of Wisconsin

This instrument was prepared by Jane M. Osypowski
NORWEST MORTGAGE, INC., 118 S. STATE STREET,
(Seal) APPLETON, WI 549120000

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28TH day of APRIL ,19 95 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NORWEST MORTGAGE, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1425 NORTH 8TH STREET, SHEBOYGAN, WI 53081
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MAY , 2000 , and on that day every 12 MONTHS thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 7.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

Lender shall also not exercise this option if; (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; an (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the Loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Janice M. Scheibl (Seal)
JANICE M. SCHEIBL -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Loan Modification Agreement

LOAN NUMBER: [redacted]
PROPERTY ADDRESS: 1425 N 8TH ST, SHEBOYGAN, WI 53081

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on February 7, 2013 (the "Modification Effective Date"), by and between JANICE M SCHEIBL (the "Borrower(s)") and Wells Fargo Home Mortgage (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated April 28, 1995.)

1. BALANCE. As of February 7, 2013, the amount payable under the Note and Security Instrument is U.S. $16,109.97 (the "Unpaid Principal Balance").

2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

A. The current contractual due date has been extended from September 1, 2012 to March 1, 2013. The first modified contractual due date is March 1, 2013.

B. The maturity date has been extended from May 1, 2025 to May 1, 2025.

C. The amount of interest to be included (capitalized) will be U.S. $0.00.
The amount of the Escrow Advance to be capitalized will be U.S. $194.21.
The amount of Recoverable Expenses* to be capitalized will be U.S. $0.00.
The modified Unpaid Principal Balance is U.S. $16,304.18 (the "New Principal Balance").

* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.

D. Interest at the rate of 2.875% will begin to accrue on the New Principal Balance as of February 1, 2013. The first new monthly principal and interest payment of $131.72 on the New Principal Balance will be due on March 1, 2013. Interest due on each monthly payment will be calculated by multiplying the New Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12).

3. NOTE AND SECURITY INSTRUMENT. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note

[redacted]

and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement Statement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. This Agreement shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.

9. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by **Wells Fargo Home Mortgage**. That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan. That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

10. If applicable, the note may contain provisions allowing for changes in the interest rate and the monthly payment. The note limits the amount the borrower's interest rate can change at any one time and the maximum rate the borrowers must pay.

11. CONSENT TO DISCLOSE PERSONAL INFORMATION

I consent to the disclosure of my personal information, including the terms of this modification, to any investor, owner, servicer, insurer or guarantor who owns, services, insures or guarantees my first lien account for purposes related to the second mortgage Consumer Relief Program. I also consent to the disclosure of my personal information to any entity that performs support services for the second mortgage Consumer Relief Program, including marketing, survey, research or other borrower outreach, data processing and technical systems consulting.

[redacted]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Modification Effective Date.

By signing this Agreement I hereby consent to being contacted concerning his loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo Home Mortgage, however any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as February 13, 2013

Janice M. Scheibl

JANICE M SCHEIBL -Borrower -Borrower

-Borrower -Borrower

Wells Fargo Bank, N.A.

By: Hannah Specktor 3/5/13

Its: Hannah Specktor
~~Vice President Loan Documentation~~

[redacted]

Loan No.: 3084914

Correction Agreement

The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants **Wells Fargo Home Mortgage**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification.

_____ (Borrower(s) initial(s))

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from **Wells Fargo Home Mortgage**, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of: February 13, 2013

Janice M. Scheibl

JANICE M SCHEIBL -Borrower

_____ -Borrower

_____ -Borrower

_____ -Borrower

Wells Fargo Bank, N.A.

By: Hannah Specktor 3/5/13

Its: **Hannah Specktor**
Vice President ~~Loan Documentation~~

[redacted]

Affidavit of Eligibility

Mortgage Loan No.: 3084914

JANICE M SCHEIBL, hereby certifies and states:

That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Home Mortgage.

That (he/she/they) (have/has) experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification through the Loan Modification Program.

Dated as of: February 13, 2013

Janice M. Scheibl
JANICE M SCHEIBL Borrower

Borrower

Borrower

Borrower

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EQUAL HOUSING LENDER

[redacted]

VI

5.12

R. C. No. 421 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 252-16-17 by City Clerk Submitting a Summons and Complaint in the matter of U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates v David J. Rosenthal et al.; recommends referring to Finance of the new council.

Finance of the new Council file

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. 252 - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates v David J. Rosenthal et al.

Finance

City Clerk

CIRCUIT COURT BRANCH 2
KENT HOFFMANN
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2005-AR1
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

David J Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

Shannon N. Rosenthal
1803 N 7th St
Sheboygan, WI 53081-2723

City of Sheboygan Department of City Development
807 Center Ave
Sheboygan, WI 53081-4462

Partners for Community Development, Inc.
c/o Lucio Fuentez, Registered Agent
1407 S 13th St
Sheboygan, WI 53081-5247

Defendants.

SUMMONS

Case No. 17CV0126

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

MAR 14'17 PM 3:57

CLERK CIRCUIT COURT
FILED
2017 MAR -9 P 3:25
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be

3-14-17
3:09P

sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 15th day of March, 2017.

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

By: _____
Mark A. Clauss
State Bar No. 1055102
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
072506F01

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

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2005-AR1
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

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Sheboygan, WI 53081-5247

Defendants.

COMPLAINT

Case No. 17CV0126

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

CLERK CIRCUIT COURT
FILED
2017 MAR -9 P 3:25
SHEBOYGAN COUNTY
WISCONSIN

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

1. The plaintiff is the current holder of a certain note, recorded mortgage and loan modification agreement on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the loan modification is attached hereto as Exhibit C and is incorporated by reference.

2. The mortgaged real estate is owned of record by David J Rosenthal and Shannon N. Rosenthal.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $118,705.81 together with interest from the 1st day of July, 2016.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit

and attorney fees be determined.

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

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

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

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

Dated this 6th day of March, 2017.

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

By:

Mark A. Clauss
State Bar No. 1055102
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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

Loan Number: [redacted]

ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

June 28, 2005	Rolling Meadows	IL
(Date)	(City)	(State)

1803 N 7TH ST., SHEBOYGAN, WI 53081
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 137,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Argent Mortgage Company, LLC .

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.575 %. This interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on August 1, 2005 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2035 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my payments at: 505 City Parkway West, Suite 100, Orange, CA 92868

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 969.91 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2008 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage point(s) (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eight of one percent (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.575 % or less than 7.575 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.575 %. or less than 7.575 % .

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. PREPAYMENT PRIVILEGE

I may repay all or any part of the principal balance of this Note in accordance with the terms of this Section without incurring a prepayment charge. A "prepayment" is any amount that I pay in excess of my regularly scheduled payments of principal and interest that the Lender will apply to reduce the outstanding principal balance on this Note

(A) Application of Funds

I agree that when I indicate in writing that I am making a prepayment, the Lender shall apply funds it receives in accordance with the order of application of payments set forth in Section 2 of the Security Instrument.

(B) Monthly Payments

If I make a prepayment of an amount less than the amount needed to completely repay all amounts due under this Note and Security Instrument, my regularly scheduled payments of principal and interest will not change as a result.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

Initials:

Loan Number: [redacted]

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonable determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition of Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

12. GOVERNING LAW PROVISION

This Note and the related Security Interest are governed by the Alternative Mortgage Transaction Parity Act of 1982, 12 USC §3802 et. seq., and, to the extent not inconsistent therewith, Federal and State law applicable to the jurisdiction of the Property.

For Wisconsin residents only: I am [X] married [ ] unmarried [ ] legally separated. If I am married and my spouse is not signing below, the name of my spouse is Shannon N. Rosenthal and my spouse resides at the following address: 1803 N. 7th Street, Sheboygan, WI 53081
If I am a married Wisconsin resident, the obligations evidenced by this Note are being incurred in the interest of my marriage or family.

X _____

VARIABLE RATE DISCLOSURES

Variable Rate. The Note contains a variable rate provision.
Index. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest. The current Index Rate Value is **3.510 %**.
Right to Prepay. I may prepay this Note in whole or part at any time without penalty.
Notice. Notice of any interest rate increase must be given to me at least 30 days before the increase if there is to be an increase in the amount of my periodic payment (other than the final payment) or within 15 days after any increase in the rate of interest if there is to be a change in the final payment or the number of payments.

Oral agreements, promises or commitments to lend money, extend credit, or forbear from enforcing repayment of a debt, including promises to extend, modify, renew or waive such debt, are not enforceable. This written agreement contains all the terms the Borrower(s) and the Lender have agreed to. Any subsequent agreement between us regarding this Note or the instrument which secures this Note, must be in a signed writing to be legally enforceable.

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

_____
BORROWER DAVID J ROSENTHAL

PAY TO THE ORDER OF
WITHOUT RECOURSE
ARGENT MORTGAGE COMPANY, LLC
BY: _____
SAM MARZOUK, PRESIDENT

_____
BORROWER

BORROWER _____
GREGORY G. HANSON, S.F.O.

1772968

SHEBOYGAN COUNTY, WI
RECORDED ON
08/05/2005 01:36PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 47.00
TRANSFER FEE:
STAFF ID 6
TRANS # 66184
OF PAGES: 19

MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS

Argent Mortgage Company, LLC
P.O. Box 5047
Rolling Meadows, IL 60008

[redacted]

PARCEL IDENTIFIER NUMBER
59281013860

[redacted] [Space Above This Line For Recording Data]

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated June 28, 2005 together with all Riders to this document.
(B) "Borrower" is DAVID J ROSENTHAL and SHANNON N. ROSENTHAL, Husband and Wife, as survivorship marital property

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company
organized and existing under the laws of Delaware

[redacted]

Lender's address is One City Boulevard West Orange, CA 92868

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated June 28, 2005
The Note states that Borrower owes Lender one hundred thirty-seven thousand seven hundred and 00/100 Dollars
(U.S. $137,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2035
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

[redacted] Initials: [redacted]

[redacted]

EXHIBIT B

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

which currently has the address of 1803 N 7TH ST.

[Street]

SHEBOYGAN [City], Wisconsin 53081 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

[redacted]

[redacted]

EXHIBIT B

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

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Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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EXHIBIT B

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

[redacted]

Initials: [redacted]

[redacted]

EXHIBIT B

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

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

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

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

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

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

[redacted] Initials: [redacted]

[redacted]

EXHIBIT B

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

Witnesses:

_____ _____ (Seal)
DAVID J ROSENTHAL -Borrower

_____ _____ (Seal)
SHANNON N. ROSENTHAL -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

EXHIBIT B

STATE OF WISCONSIN, Milwaukee County ss:

The foregoing instrument was acknowledged before me this 28 day June, 2005 by
Day/Month/Year

David J. Rosenthal and Shannon Rosenthal

My Commission Expires: 7-20-08

NOTARY PUBLIC
KIM
WEX
STATE OF WISCONSIN

Kim Wex
Notary Public, State of Wisconsin

This instrument was prepared by:
Shannon Otteman
2550 Golf Road, East Tower, 10th Floor, Rolling Meadows, IL 60008

[redacted]

[redacted]

06/28/2005 10:19:54 AM

[redacted]

EXHIBIT B

ADJUSTABLE RATE RIDER

(LIBOR Six-Month-Index (As Published In the Wall Street Journal)- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28th day of June , 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Argent Mortgage Company, LLC (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1803 N 7TH ST., SHEBOYGAN, WI 53081
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of **7.575 %**. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates
The interest rate I will pay may change on the first day of July, 2008 , and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

Initials: _____

Loan Number: [redacted]

EXHIBIT B

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage points (6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.575% or less than 7.575%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One(1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.575)% or less than 7.575)%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

Initials: [signature]

Loan Number: [redacted]

EXHIBIT B

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

_____ (Seal) _____ (Seal)
Borrower DAVID J ROSENTHAL Borrower SHANNON N. ROSENTHAL

_____ (Seal) _____ (Seal)
Borrower Borrower

Loan Number: [redacted]

EXHIBIT B

EXHIBIT A

Lot 8, Block 1, Zimbal's Subdivision, of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

EXHIBIT B

ASC
AMERICA'S SERVICING COMPANY
Return Mail Operations
P.O. Box 10338
Des Moines, IA 50306-0338

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [redacted]

THIS LOAN MODIFICATION AGREEMENT made on December 10, 2009, by and between DAVID J ROSENTHAL and
(the "Borrower(s)") and America's Servicing Company

W I T N E S S E T H

WHEREAS, Borrower has requested, and America's Servicing Company has agreed, subject to the following terms and conditions, to a modification of the note as follows:

NOW THEREFORE, in consideration of the covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows (notwithstanding anything to the contrary contained in the Note and Mortgage):

1. BALANCE. As of December 10, 2009, the amount payable under the Note and Mortgage (the "Unpaid Principal Balance") is U.S. $ 131,936.81.

2. EXTENSION. This agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

   A. The current due date has been extended from 11-01-09 to 02/01/2010.

   B. The maturity date has been extended from 07-35 to 07/01/2035.

   C. The amount of interest to be capitalized will be U.S. $2,556.27. The modified unpaid principal balance is U.S. $140,366.89.

   D. The borrower promises to pay the unpaid principal balance plus interest, to the order of the Lender. Interest will be charged on the unpaid principal balance of U.S. $ 140,366.89. The borrower promises to make monthly payments of principal and interest of U.S. $ 802.26, at a fixed yearly rate of 4.875%, not including any escrow deposit, if applicable. If on the maturity date the borrower still owes amount under the Note and Security Instrument, as amended by this Agreement, borrower will pay these amount in full on the maturity date.

3. NOTE AND MORTGAGE. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Mortgage. Further, except as otherwise specifically provided in this Agreement, the Note and Mortgage will remain unchanged, and borrower and America's Servicing Company will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

EXHIBIT C

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants America's Servicing Company, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification.____ (Borrower Initial)

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from America's Servicing Company , however any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first above written.

12/16/09
Borrower/Date

12-16-2009
Borrower/Date

Borrower/Date

12-16-2009
Borrower/Date

12/18/09
America's Servicing Company (the "Lender")

[redacted] Page 2

Haber-Taffese.
Nap of Loan Documentation

008

EXHIBIT C

SCHEDULE B

Commitment Number: [redacted]

i. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.

j. A Mortgage from David J. Rosenthal and Shannon N. Rosenthal, husband and wife, as survivorship marital property to Argent Mortgage Company, LLC in the original amount of $137,700.00.
Dated: June 28, 2005 Recorded: August 5, 2005
Document No: 1772968

k. A Mortgage from David J. and Shannon N. Rosenthal to City of Sheboygan Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of $2,428.00.
Dated: July 18, 2006 Recorded: August 15, 2006
Document No: 1806007

l. A Mortgage from David J. and Shannon N. Rosenthal to City of Sheboygan Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of $16,980.00.
Dated: April 26, 2007 Recorded: May 3, 2007
Document No: 1825852

m. An Affidavit of Interest in Property from David and Shannon Rosenthal, two married person(s) to Partners for Community Development, Inc., 1407 S. 13th Street, Sheboygan, WI in the original amount of $20,895.00.
Dated: January 10, 2017 Recorded: January 25, 2017
Document No: 2034084

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

First American Title Insurance Company

LIEN REPORT

VI

5.15

R. C. No. 424 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 44-16-17 by City Clerk submitting a Summons and Complaint in the matter of Sonlight, Inc. and Samuel A. Walker vs the City of Sheboygan and C. Spielvogel & Sons Excavating, Inc.; recommends referring to Finance of the new council.

Finance of new Council file

James B. Bohl

John Bo

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

4.1

R. O. No. 44 - 16 - 17. By CITY CLERK. June 6, 2016.

Submitting a Summons and Complaint in the matter of Sonlight, Inc. and Samuel A. Walker vs the City of Sheboygan and C. Spielvogel & Sons Excavating, Inc.

City Clerk

Finance.

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

SONLIGHT, INC.,
a Wisconsin corporation
709 N. 8th Street
Sheboygan, WI 53081,

and

SAMUEL A. WALKER and
JUDITH A. WALKER
adult individuals
2735 N. 31st Place
Sheboygan, WI 53083,

and

S & J WALKER LLC
a Wisconsin limited liability company
2735 N. 31st Place
Sheboygan, WI 53083,

Plaintiffs,

v.

CITY OF SHEBOYGAN,
a Wisconsin municipal corporation
828 Center Avenue
Suite 301
Sheboygan, WI 53081,

and

C. SPIELVOGEL & SONS EXCAVATING, INC.,
a Wisconsin corporation
1810 N. 44th Street,
Sheboygan, WI 53083,

Defendants.

Case Code: 30402
30405
30201

16CV0259

Case No. _____

CLERK CIRCUIT COURT
FILED
16 MAY 17 P 3:53
SHEBOYGAN COUNTY
WISCONSIN

Process Server Paul
Date 5/19/16 Time 4:35 A.M. - P.M.
Served Upon Sue Richards
828 Center Ave Sheboygan
( )Personal ( )Substitute
( )Posted (X)Corporate

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant or Involuntary Plaintiff:

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

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081 and to Rohde Dales LLP, Plaintiffs' attorneys, whose address is 607 North 8th Street, Suite 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 16th day of May, 2016.

ROHDE DALES LLP

By _____

William P. Te Winkle
A Member of the Firm
State Bar No. 1013259
Kyle Borkenhagen
An Associate of the Firm
State Bar No. 1084544
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile(920)458-5874

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

SONLIGHT, INC.,
a Wisconsin corporation
709 N. 8th Street
Sheboygan, WI 53081,

and

SAMUEL A. WALKER and
JUDITH A. WALKER
adult individuals
2735 N. 31st Place
Sheboygan, WI 53083,

and

S & J Walker LLC
a Wisconsin limited liability company
2735 N. 31st Place
Sheboygan, WI 53083,

Plaintiffs,

v.

CITY OF SHEBOYGAN,
a Wisconsin municipal corporation
828 Center Avenue
Suite 301
Sheboygan, WI 53081,

and

C. SPIELVOGEL & SONS EXCAVATING, INC.,
a Wisconsin corporation
1810 N. 44th Street,
Sheboygan, WI 53083,

Defendants.

Case Code: 30402
30405
30201

Case No. 16CV0259

CLERK CIRCUIT COURT
FILED
16 NOV 17 P 3:53
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT AND VERIFIED PETITION

Plaintiffs Sonlight, Inc., Samuel and Judy Walker, and S & J Walker LLC, by their attorneys Rohde Dales, LLP, allege as follows:

1. Plaintiff Sonlight, Inc. ("Sonlight"), is a Wisconsin corporation with its principal place of business located at 709 N. 8th Street, Sheboygan, WI 53081.

2. Plaintiffs Samuel A. Walker and Judith A. Walker ("the Walkers") are adult residents of the City of Sheboygan, residing at 2735 N. 31st Place, Sheboygan, WI 53083.

3. Plaintiff S & J Walker LLC, is a Wisconsin limited liability company with its principal place of business located at 2735 N. 31st Place, Sheboygan, WI 53083.

4. Defendant City of Sheboygan ("the City") is a Wisconsin municipal corporation with principal offices located at 828 Center Avenue, Suite 301, Sheboygan, WI 53081.

5. Defendant C. Spielvogel & Sons Excavating, Inc. ("Spielvogel"), is a Wisconsin corporation with its principal place of business located at 1810 N. 44th Street, Sheboygan, WI 53083.

6. On or about October 12, 2015, within 120 days after the happening of the damage, Sonlight caused a notice of damage and of claim to be personally served on the City, stating in the notice the place where the damage occurred and that Sonlight claimed satisfaction of the City in the amount of $70,794.00.

7. The claim was denied by the City on February 1, 2016.

Common Allegations

8. Upon information and belief, in or around September 2014, the City purchased the property located at 727 N. 8th Street, Sheboygan, WI 53081, which was formerly the site of a Boston Store department store and parking lot ("the Boston Store Property").

9. Upon information and belief, sometime in 2014, the City entered into a contract with Spielvogel, whereby Spielvogel promised to demolish the Boston Store Property.

10. Upon information and belief, during the first few months of 2015, Spielvogel carried out its contract with the City, demolishing the Boston Store Property.

11. Upon information and belief, after demolishing the Boston Store Property, Spielvogel filled in the areas of the Boston Store Property that were formerly occupied by the basement of the Boston Store Property with dirt.

12. Upon information and belief, after the Boston Store Property was filled in with dirt, Spielvogel planted grass and sod on the Boston Store Property.

13. Sonlight is owned by the Walkers. Sonlight operates a Christian bookstore out of a building located at 709 N. 8th Street, Sheboygan, WI 53081, that is owned by the Walkers ("the Sonlight Building"). The Sonlight Building is adjacent to a portion of the Boston Store Property.

14. Before the Boston Store Property was demolished, the entirety of the northern wall of the Sonlight Building abutted a portion of the southern wall of the Boston Store building.

15. Before the Boston Store Property was demolished, the basement of Sonlight's Building never experienced water or humidity problems.

16. On the morning of Monday, July 13, 2015, the Walkers entered the basement of the Sonlight Building and found water in two-thirds of the building's basement. The water was two inches deep at the time of discovery. Approximately ten thousand gallons of water were in the basement of the Sonlight Building.

17. Because of the large amount of water in the basement of the Sonlight Building, on July 13, 2015, the Sheboygan Fire Department assisted Sonlight by using squeegees to push the water to two drains in the basement of the Sonlight Building.

18. The water that flooded the basement flowed from the land that was formerly occupied by the Boston Store Property into and through the foundation of the north wall and basement drain of the Sonlight Building.

19. Since July 13, 2015, the basement of Sonlight's Building continues to periodically experience water seepage due to the flow of water from the City's property. Hereinafter, the initial flooding on July 13, 2015, and the continual exposure of water to Sonlight's Building are collectively referred to as "the Flooding."

FIRST CLAIM FOR RELIEF
NEGLIGENT CREATION AND MAINTENANCE OF PRIVATE NUISANCE
AGAINST CITY AND SPIELVOGEL

20. The Plaintiffs reallege as if fully set forth hereat, paragraphs 1 through 19.

21. Upon information and belief, the land that is directly north of the north wall of the Sonlight Building was graded for the City by Spielvogel after the demolition of the Boston Store Property.

22. The grading of the land directly north of the north wall of the Sonlight Building is a cause and continues to be a cause of the Flooding.

23. The grading was negligent because it diverts water from the City's property into the basement of the Sonlight Building, rather than, for example, into a storm sewer.

24. Sonlight uses the basement of the Sonlight Building as office space. Due to the Flooding, the Plaintiffs suffered and continue to suffer monetary damages, including, but not limited to, the total loss of computer equipment, the destruction of drywall and carpeting throughout the basement, and payments made for services to help remediate the damaged drywall and carpeting.

25. Because of the Flooding, the fair market value of the Sonlight Building has decreased.

26. On September 1, 2015, the mayor of the City, Michael Vandersteen, visited Plaintiff Sam Walker at Sonlight Books. The mayor walked on the green space north of the

Sonlight Building with Plaintiff Sam Walker, seeing how soggy the green space outside the north wall of the Sonlight Building becomes due to the grading of the land.

27. On September 1, 2015, the mayor also entered the basement of the Sonlight Building, observing how the basement has been damaged by the Flooding since the demolition of the Boston Store Property and how water seeps into the basement of the Sonlight Building.

28. The City has notice that it is maintaining a private nuisance and has refused to abate the nuisance.

SECOND CLAIM FOR RELIEF: INVERSE CONDEMNATION: TAKING FLOWAGE EASEMENT IN PLAINTIFFS' PROPERTY AGAINST CITY

29. The Plaintiffs reallege as if fully set forth hereat, paragraphs 1 through 28.

30. The Flooding constitutes an actual physical occupation by the City of the Plaintiffs' property.

31. The Flooding has resulted in a taking of a flowage easement in the Plaintiffs' property.

32. The Flooding has completely destroyed some of the Plaintiffs' personal property that was kept in the Sonlight Building's basement and has damaged Plaintiffs' real property, including ruining drywall and carpeting in the Sonlight Building's basement; eroding the foundation of the Sonlight Building; and diminishing the fair market value of the Sonlight Building.

33. The City has not provided the Plaintiffs with just compensation for the taking of their property.

WHEREFORE, the Plaintiffs respectfully request that this Court commence condemnation proceedings pursuant to Chapter 32 of the Wisconsin Statutes and enter judgment in favor of the Plaintiffs and against the City and Spielvogel as follows:

A. For any and all monetary damages;

B. On its First Claim for Relief against the City for an order requiring the abatement of the flow of water from the City's property into the basement of the Sonlight's Building;

C. On its Second Claim for Relief against the City for Wis. Stat. § 32.28 litigation expenses, including reasonable attorneys' fees;

D. For the costs and disbursements of this action:

E. For such other and further relief that the Court may deem just and proper.

Dated this 16th day of May, 2016.

ROHDE DALES LLP

By _____

William P. Te Winkle
A Member of the Firm
State Bar No. 1013259
Kyle Borkenhagen
An Associate of the Firm
State Bar No. 1084544
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

STATE OF WISCONSIN)
) ss.
SHEBOYGAN COUNTY)

Samuel A. Walker, being first duly sworn on oath, states that he is a Plaintiff/Petitioner named above, that he has read and subscribed the foregoing Petition, and that the allegations thereof are true to his knowledge, excepting those matters stated on information and belief, and as to them he believes them to be true.

Samuel A. Walker

Subscribed and sworn to before me
this 10th day of May, 2016.

NOTARY PUBLIC
KYLE
BORGENHAGEN
STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission is permanent.

II

4.1

R. O. No. 61 - 17 - 18. By CITY CLERK. June 19, 2017.

Submitting a Summons and Complaint-Small Claims regarding "Nyhuis Enterprises, LLC vs. Patrick Eirich (in his capacity as a City employee).

Finance & Personnel file

City Clerk

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)
NYHUIS ENTERPRISES, LLC
442 FOREST BLVD
SHEBOYGAN FALLS, WI 53085

☐ See attached for additional plaintiffs.

-vs-

To: Defendant(s): (Name [first, middle, last], Address, City, State, Zip)
PATRICK EIRICH
3910 N. FIELD DRIVE
SHEBOYGAN, WI 53083-6101

☐ See attached for additional defendants.

CLERK CIRCUIT COURT
FILED
17 MAY 17 P 3:27
SHEBOYGAN COUNTY WISCONSIN

Hon. Angela W. Sutkiewicz

☐ Amended

Summons and Complaint
Small Claims

Case No. 17SC1187

☑ Claim for money ($10,000 or less)	31001
☐ Tort/Personal injury ($5,000 or less)	31010
☐ Return of property (replevin)	31003
☐ Eviction	31004
☐ Eviction due to foreclosure	31002
☐ Arbitration award	31006
☐ Return of earnest money	31008

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):
You are being sued as described on the attached complaint. If you wish to dispute this matter:

☑ You must appear at the time and place stated.

AND/OR

☑ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date: JUN 12 2017	Time: 8:30 AM
Place to Appear/File an Answer	
COURT COMMISSIONER B-10 LOWER LEVEL 615 N. SIXTH STREET SHEBOYGAN, WI 53081	

Clerk/Attorney Signature	Date Summons Issued	Date Summons Mailed
Melody Jorge	MAY 17 2017	

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for *(Check as appropriate)*
   - ☑ Claim for Money $ 3,814.55
   - ☐ Tort/Personal Injury $ _____
   - ☐ Return of property (replevin) *(Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)*
   - ☐ Eviction
   - ☐ Eviction due to foreclosure
   - ☐ Return of Earnest Money
   - ☐ Confirmation, vacation, modification or correction of arbitration award.

   Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:
   (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

MONETARY DAMAGES SUFFERED AS A RESULT OF DEFENDANT'S NEGLIGENT LIES AND ACTIONS.

☐ **See attached for additional information.** Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

Notarization is not required if this Complaint is electronically filed.

State of Wisconsin
County of Sheboygan
Subscribed and sworn to before me on 5-17-18
Notary Public/Court Official
Amelia D. Reiss
Name Printed or Typed
My commission/term expires: Deputy Clerk

I am the: ☑ plaintiff. ☐ attorney for the plaintiff.

Plaintiff/Attorney	Date
NYHUIS ENTERPRISES, LLC	5-17-17
Plaintiff's/Attorney's Telephone Number: 920-207-6560	Attorney's State Bar Number: —
Law Firm and Address: KEVIN S. NYHUIS member	
Kevin S. Nyhuis	920-207-6560

II

3.2

R. O. No. 130 - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting an Amended Summons and Notice of Object of Action in the matter of John G. Justinger vs. Thomas H. Lloyd et al (Case No. 16CV545).

Finance / Personnel file

City Clerk

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY
John G Justinger vs. Thomas H Lloyd et al	**Electronic Filing Notice**	

Case No. 2016CV000545
Class Code: Foreclosure of Mortgage

FILED
07-13-2017
Sheboygan County
Clerk of Circuit Court
2016CV000545
Honorable Kent Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVE., SUITE 205
SHEBOYGAN WI 53081

Process Server
Date 7/13/17 Time 2:00 A.M. P.M.
Served Upon 828 Center Avenue Suite 100, Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

Case number 2016CV000545 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 9a55d6

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

07-13-2017
Date

UNOFFICIAL

FILED
07-13-2017
Sheboygan County
Clerk of Circuit Court
2016CV000545

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

Plaintiff,

vs.

Case Codes: 30404 & 31003

Case No. 16 CV 545

THOMAS H. LLOYD
an adult individual
2513 South 8th Street
Sheboygan, WI 53081

and

TARRIE L. LEHMAN
an adult individual
709 Spring Avenue
Sheboygan, WI 53081

Defendants,

and

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

and

SHEBOYGAN COUNTY CLERK
OF CIRCUIT COURT
615 North 6th Street
Sheboygan, WI 53081

and

SUNNYSIDE MALL, LLC
a domestic limited liability company
c/o Josef Haas
716 Tomahawk Trail
Sheboygan, WI 53081

and

SHEBOYGAN ORAL & MAXILLOFACIAL
ASSOCIATES, LTD.
a service corporation
3637 Wilgus Avenue
Sheboygan, WI 53081

and

FORD MOTOR CREDIT COMPANY LLC
a foreign limited liability company
Tax Dept. Ford WHQ RM 612
One American Rd.
Dearborn, MI 48126

and

ROBERT BEAUDRY
an adult individual
5212 Playbird Road
Sheboygan, WI 53083

and

DISCOVER BANK
a foreign corporation
c/o CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

and

UNITED STATES OF AMERICA
c/o Office of the United States Attorneys
Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Milwaukee, WI 53202

and

COUNTY OF SHEBOYGAN
CHILD SUPPORT AGENCY
615 North 6th Street
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
828 Center AVE., Suite 205
Sheboygan, WI 53081

Added-Defendants.

AMENDED SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this Amended Summons, or forty-five (45) days if you are the State of Wisconsin, you must respond with a written demand for a copy of the complaint. The demand must be sent or delivered to the Court, whose address is 615 North Sixth Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, plaintiff's attorneys, whose address is 607 North 8th Street, Suite 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not demand a copy of the complaint within twenty (20) days, or forty-five (45) days if you are the State of Wisconsin, the Court may grant Judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 11th day of July, 2017.

ROHDE DALES LLP

s/ Ryan J. Zinkel
State Bar ID # 1054786
Attorney for Plaintiff
zinkel@rohdedales.com

P.O. Address:

607 N. 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

FILED
07-13-2017
Sheboygan County
Clerk of Circuit Court
2016CV000545
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

Plaintiff,

vs.

Case Codes: 30404 & 31003

Case No. 16 CV 545

THOMAS H. LLOYD
an adult individual
2513 South 8th Street
Sheboygan, WI 53081

and

TARRIE L. LEHMAN
an adult individual
709 Spring Avenue
Sheboygan, WI 53081

Defendants,

and

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

and

SHEBOYGAN COUNTY CLERK
OF CIRCUIT COURT
615 North 6th Street
Sheboygan, WI 53081

and

SUNNYSIDE MALL, LLC
a domestic limited liability company
c/o Josef Haas
716 Tomahawk Trail
Sheboygan, WI 53081

and

SHEBOYGAN ORAL & MAXILLOFACIAL
ASSOCIATES, LTD.
a service corporation
3637 Wilgus Avenue
Sheboygan, WI 53081

and

FORD MOTOR CREDIT COMPANY LLC
a foreign limited liability company
Tax Dept. Ford WHQ RM 612
One American Rd.
Dearborn, MI 48126

and

ROBERT BEAUDRY
an adult individual
5212 Playbird Road
Sheboygan, WI 53083

and

DISCOVER BANK
a foreign corporation
c/o CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

and

UNITED STATES OF AMERICA
c/o Office of the United States Attorneys
Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Milwaukee, WI 53202

and

COUNTY OF SHEBOYGAN
CHILD SUPPORT AGENCY
615 North 6th Street
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
828 Center AVE., Suite 205
Sheboygan, WI 53081

Added-Defendants.

NOTICE OF OBJECT OF ACTION

TO: JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

and

SHEBOYGAN COUNTY CLERK
OF CIRCUIT COURT
615 North 6th Street
Sheboygan, WI 53081

and

SUNNYSIDE MALL, LLC
a domestic limited liability company
c/o Josef Haas
716 Tomahawk Trail
Sheboygan, WI 53081

and

SHEBOYGAN ORAL & MAXILLOFACIAL ASSOCIATES, LTD.
a service corporation
3637 Wilgus Avenue
Sheboygan, WI 53081

and

FORD MOTOR CREDIT COMPANY LLC
a foreign limited liability company
Tax Dept. Ford WHQ RM 612
One American Rd.
Dearborn, MI 48126

and

ROBERT BEAUDRY
an adult individual
5212 Playbird Road
Sheboygan, WI 53083

and

DISCOVER BANK
a foreign corporation
c/o CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

and

UNITED STATES OF AMERICA
c/o Office of the United States Attorneys
Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Milwaukee, WI 53202

and

COUNTY OF SHEBOYGAN
CHILD SUPPORT AGENCY
615 North 6th Street
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
828 Center AVE., Suite 205
Sheboygan, WI 53081

YOU ARE HEREBY NOTIFIED:

1. That an action has been commenced and is now pending in the above-named Court, in favor of the above-named plaintiff, John G. Justinger (hereinafter "Justinger"), and against the above-named defendants.

2. That one of the objects of said action is to foreclose a Real Estate Mortgage bearing date of January 28, 2011 and having been recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on February 4, 2011 at 3:50 p.m. as Document Number 1919399.

3. The real estate subject to this foreclosure lawsuit is described as follows:

Lot 39 and 40, Block 15, Lake View Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

Parcel ID No.: 59281312110
Property Address: 2513/2513A South 8th Street, Sheboygan, WI 53081.

4. It has been discovered that the additional defendants in this lawsuit, referenced in the Letter Report attached hereto and marked as Exhibit A may have some interest in and to the subject real estate, but that said interest in and to the real estate, which is the subject of this foreclosure action, may either be paid and discharged, or is otherwise subordinate to the plaintiff's Mortgages and shall be foreclosed by this lawsuit.

5. That no personal claim is being made against you.

6. That upon request, and within the time limits fixed within the Amended Summons, a copy of the Complaint will be served upon you.

Dated this 11th day of July, 2017.

ROHDE DALES LLP

s/ Ryan J. Zinkel
State Bar ID # 1054786
Attorney for Plaintiff
zinkel@rohdedales.com

P.O. Address:

607 N. 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

PROPERTY REPORT

Prepared for: Rohde Dales, LLP Attn: Cindy
607 North 8th Street Ste 700
Sheboygan, WI. 53081

Property Address: 2513 South 8th Street, Sheboygan, WI. 53081

Property Description:

Parcel One: Lots 39 & 40, Block 15, Lake View Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

Record Title appears to be vested in **Thomas H. Lloyd and Tarrie L. Lehman,** and is subject to the following matters of record:

MORTGAGES:

Mortgage executed by Hamilton Wesley Watt to Community Bank & Trust, dated January 28, 2011 and recorded February 4, 2011 at 3:50 P.M. as Document No. 1919399, securing the principal sum of $ 174,000.00. Said Mortgage was assigned to John G. Justinger in Document No. 2033146. **Note:** Notice of Lis Pendens filed as Document No. 2028720

Real Estate Security Agreement executed by Hamilton Wesley Watt to Community Bank & Trust, dated January 28, 2011 and recorded February 4, 2011 at 3:51 P.M. as Document No. 1919400. Said Mortgage was assigned to John G. Justinger in Document No. 2033147. **Note:** Notice of Lis Pendens filed as Document No. 2028720

Mortgage executed by Thomas H. Lloyd, a single person to John G. Justinger, dated March 10, 2015 and recorded March 18, 2015 at 11:03 A.M. as Document No. 2000024, securing the principal sum of $ 36,000.00.

JUDGMENTS:

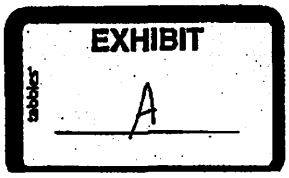
State of Wisconsin vs. Thomas H Lloyd filed as Case No. 2008CM001126, a copy of which is attached hereto.

Sunnyside Mall LLC vs. Thomas H Lloyd filed as Case No. 2010CV001193, a copy of which is attached hereto.

Sheboygan Oral & Maxillofacial vs. Thomas H Lloyd filed as Case No. 2011SC000996, a copy of which is attached hereto.

Ford Motor Credit Company vs. Thomas H Lloyd filed as Case No. 2012SC002769, a copy of which is attached hereto.

Robert Beaudry vs. Thomas H Lloyd filed as Case No. 2014SC000467, a copy of which is attached hereto.



JUDGMENTS:

Discover Bank vs. Tarrie L Lehman filed as Case No. 2011CV000734, a copy of which is attached hereto.

FEDERAL/ STATE TAX LIENS/BANKRUPTCY: Federal Tax Liens against Thomas H Lloyd filed as Document No. 1951929 and as Document No. 1988196, copies of which are attached hereto.

Child Support Lien filed against Thomas Lloyd filed as Docket # 455740, a copy of which is attached hereto.

Bankruptcy filed as Case # 11-36772-bmh regarding Mark A Lehman, Sr. and Tarrie L. Lehman. **Note:** Order Granting Relief From Automatic Stay dated September 28, 2016, a copy of which is attached hereto.

EASEMENTS, RESTRICTIONS, ETC.: None searched or certified to.

****

Real Property Taxes for the year 2015 and prior years have been paid in full.
Real Property Taxes for the year 2016 are due and payable on or before January 31, 2017.
Tax Key Number 59281312110 (Copy of tax statement attached hereto)

****

The undersigned hereby certifies that this report is compiled from the public records of the county in which the Property described herein is located. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance. Attention is called to the fact that this Report is only a check of mortgages and liens of record. No check of the records has been made prior to the date of the last conveyance shown above. This report is limited by its terms and is not a guaranty or opinion of title.

Effective date of this property report is December 30, 2016 at 8:00 A.M.

Sincerely yours,

United Title, LLC
Leon D. Stein
LDS:abm
Encl:

II

5.3

R. O. No. 164 - 17 - 18. By CITY CLERK. September 18, 2017.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Luis E. Olmedo et al.

City Clerk

Finance + Personnel file

SEP 13 '17 PM 2:18

FILED Official Use
08-31-2017
Sheboygan County
Clerk of Circuit Court
2017CV000464
Honorable Rebecca L. Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association
4801 Frederica Street
Owensboro, KY 42301

Plaintiff,

vs.

Case No.

Luis E. Olmedo
Faith R. Olmedo
1520 Superior Avenue
Sheboygan, WI 53081

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

City of Sheboygan
810 Center Avenue
Suite 100
Sheboygan, WI 53081

Process Server: Cory Mull
Time: 2pm Date: 9-13-17
Address of service: 810 Center Ave Suite 100 Sheboygan, WI 53081
Person Served: Mercedes DeBruin

Lakeshore Cap, Inc. of Wisconsin
c/o Michael Huck,
Registered Agent
702 State Street
P.O. Box 2315
Manitowoc, WI 54221-2315

Health Payment Systems, Inc.
c/o Terry Rowinski,
Registered Agent
735 North Water Street, Suite 333
Milwaukee, WI 53202

Defendants.

SUMMONS

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The

Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WI 53081, and to Bass & Moglowsky, S.C., plaintiff's attorneys, whose address is Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the

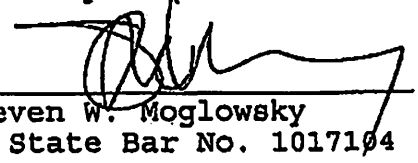
future and may also be enforced by garnishment or seizure of property.

DATED at Milwaukee, Wisconsin, on August 31, 2017.

P. O. Address:

Bass & Moglowsky, S.C.
Suite 300
501 West Northshore Drive
Milwaukee, WI 53217
Telephone: (414) 228-6700

BASS & MOGLOWSKY, S.C.
Attorneys for Plaintiff



Steven W. Moglowsky
WI State Bar No. 1017104

FILED
For Official Use
08-31-2017
Sheboygan County
Clerk of Circuit Court
2017CV000464
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association
4801 Frederica Street
Owensboro, KY 42301

Plaintiff,

vs. Case No.

Luis E. Olmedo
Faith R. Olmedo
1520 Superior Avenue
Sheboygan, WI 53081

City of Sheboygan
810 Center Avenue
Suite 100
Sheboygan, WI 53081

Lakeshore Cap, Inc. of Wisconsin
c/o Michael Huck,
Registered Agent
702 State Street
P.O. Box 2315
Manitowoc, WI 54221-2315

Health Payment Systems, Inc.
c/o Terry Rowinski,
Registered Agent
735 North Water Street, Suite 333
Milwaukee, WI 53202

Defendants.

COMPLAINT

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

NOW COMES the plaintiff, by its attorneys, and alleges:

1. Plaintiff, successor to Firstar Bank, N.A., is a national association organized and existing under the laws of the United States of America and is engaged in the lending business

with offices at the address stated in the captions of the Summons and Complaint.

2. Mortgagor defendants, Luis E. Olmedo and Faith R. Olmedo, are husband and wife whose last-known address is the address stated in the captions of the Summons and Complaint.

3. Mortgagor defendants executed and delivered a Note and purchase money Mortgage to plaintiff for the consideration expressed therein, copies being attached as Exhibits, and that said Mortgage was recorded in the office of the Register of Deeds on July 28, 2000, in Volume 1750, on Page 86, as Document No. 1575794.

4. Mortgagor defendants defaulted by failing to make monthly installment payments when due.

5. Plaintiff, as the holder of the Note and Mortgage, at its option, has declared the unpaid balance immediately payable.

6. Plaintiff is owed the sum of $37,739.87 as of October 1, 2017, plus accrued interest to the date of entry of judgment.

7. The mortgaged premises involves a one- to 4-family residence on real estate of 20 acres or less, and is located at 1520 Superior Avenue, Sheboygan, WI 53081, and that said premises cannot be sold in parcels without injury to the interests of the parties.

8. Plaintiff, for the purpose of obtaining a shortened redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the plaintiff after sale of the mortgaged premises in this action

against every party who is personally liable for the debt secured by the Mortgage, and consents that the mortgagor defendants, unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court.

9. That the following defendants may claim some lien or interest in and to the mortgaged premises, including, but not limited to the interest listed below, but that any such claim, lien, or interest is junior and subordinate to plaintiff's mortgage:

> City of Sheboygan by virtue of a mortgage in the original stated amount of $3,500.00 recorded on July 28, 2000, in Volume 1750, on Page 094, as Document No. 1575795;
>
> Lakeshore Cap, Inc. of Wisconsin by virtue of a mortgage in the original stated amount of $14,999.00 recorded on January 22, 2001, in Volume 1782, on Page 800, as Document No. 1587930;
>
> Lakeshore Cap, Inc. of Wisconsin by virtue of a mortgage in the original stated amount of $2,037.00 recorded on January 22, 2001, in Volume 1782, on Page 802, as Document No. 1587931; and
>
> Health Payment Systems, Inc. by virtue of a judgment docketed on ember 13, 2013, in Case No. 2013SC002711, in the sum of $708.50,

WHEREFORE, plaintiff demands judgment:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Sec. 846.101, Wis. Stats., or if the mortgaged premises was not owner-occupied at the commencement of this action, in accordance with Sec. 846.103(2), Wis. Stats.;

(2) If the mortgagor defendants or their assigns abandon the property, for foreclosure and sale of the mortgaged premises in accordance with Sec. 846.102, Wis. Stats.;

(3) That the mortgagor defendants, or persons occupying the premises, be enjoined and restrained from committing waste during the pendency of the action, and that plaintiff have such other and further relief as may be just and equitable.

Dated: August 31, 2017.

BASS & MOGLOWSKY, S.C.,
Attorneys for Plaintiff

By _____
Steven W. Moglowsky
WI State Bar No. 1017104

P. O. Address:

Bass & Moglowsky, S.C.
501 West Northshore Drive
Suite 300
Milwaukee, WI 53217
contactus@basmog.com
Telephone: (414) 228-6700

FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE
15 U.S.C. SECTION 1692, AS AMENDED

1. Bass & Moglowsky, S.C. is a law firm / debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.

2. The name and address of the creditor that the law firm represents is:

U.S. Bank National Association
4801 Frederica Street
Owensboro, KY 42301

3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.

4. The total amount due on the debt was $37,739.87 as of October 1, 2017. Since interest, late charges, and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

5. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will assume the debt to be valid.

6. If you notify us that you are disputing the debt, or any portion thereof, in writing, within the thirty (30) day period, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be mailed to you.

7. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you.

8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of this Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

9. This Notice should not be construed as a demand for payment. It is merely a disclosure required by federal law.

10. All written requests should be addressed to Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217.

LOAN: [redacted]

Multistate

NOTE

FHA Case No. [redacted]

JULY 28,2000
[Date]

1520 SUPERIOR AVENUE, SHEBOYGAN, WISCONSIN 53081
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means

FIRSTAR BANK, N.A.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of

FORTY NINE THOUSAND FIVE HUNDRED NINETY ONE AND NO/100
Dollars (U.S. $ 49,591.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of EIGHT AND 625/1000
percent (8.625 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on SEPTEMBER 1 , 2000 . Any principal and interest remaining on the first day of AUGUST , 2030 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 4801 FREDERICA STREET, OWENSBORO, KY 42301
or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ 385.72 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

EXHIBIT A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR AND NO/100 percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Luis E. Olmedo (Seal)
LUIS E. OLMEDO -Borrower

Faith R. Olmedo (Seal)
FAITH R. OLMEDO -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE.
FIRSTAR BANK, N.A.
BY
TERESA BULVER
ASSISTANT VICE-PRESIDENT

(Seal) -Borrower

PAY TO THE ORDER OF
Mississippi Valley Life Insurance Co.
WITHOUT RECOURSE.
FIRSTAR BANK, N.A.
BY Teresa Bulver
TERESA BULVER
ASSISTANT VICE-PRESIDENT

(Seal) -Borrower

VMP -1R (9601)

EXHIBIT A

THIS ALLONGE IS HERETO MADE A PART OF THE NOTE FOR:

Loan Number: [redacted]
Borrower Name: Olmedo
Loan Amount: _____
Disbursement Date: _____
Property Address: _____
_____

PAY TO THE ORDER OF

_____
WITHOUT RECOURSE.
Mississippi Valley Life Insurance Co.

BY Teresa Bulver
TERESA BULVER
ASSISTANT VICE-PRESIDENT

EXHIBIT A

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VOL 1750 PAGE 086

1575794

MORTGAGE

DOCUMENT NUMBER:

SHEBOYGAN COUNTY, WI
RECORDED ON
07-28-2000 4:20 PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 24.00
TRANSFER FEE:
041447 5

NAME & RETURN ADDRESS:

RECORD & RETURN TO:
FIRSTAR BANK, N.A.
1550 EAST 79TH STREET
BLOOMINGTON, MN 55425

PARCEL IDENTIFIER NUMBER:

600230

[Space Above This Line For Recording Data]

State of Wisconsin

THIS MORTGAGE ("Security Instrument") is given on JULY 28,2000
The Mortgagor is

LUIS E. OLMEDO AND FAITH R. OLMEDO , HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRSTAR BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 4801 FREDERICA STREET, OWENSBORO, KY 42301 ("Lender"). Borrower owes Lender the principal sum of FORTY NINE THOUSAND FIVE HUNDRED NINETY ONE AND NO/100 Dollars (U.S. $ 49,591.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1,2030 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

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of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

THE WEST TWENTY (20) FEET OF LOT THREE (3) AND THE EAST TWENTY (20) FEET OF LOT FOUR (4), BLOCK SIXTEEN (16) OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1520 SUPERIOR AVENUE, SHEBOYGAN [Street, City], Wisconsin 53081 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

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If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

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Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

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(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider	☐ Growing Equity Rider	☐ Other [specify]
☐ Planned Unit Development Rider	☐ Graduated Payment Rider	

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

Luis E. Olmedo (Seal)
LUIS E. OLMEDO -Borrower

Faith R. Olmedo (Seal)
FAITH R. OLMEDO -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this JULY 28,2000 (date)

by LUIS E. OLMEDO AND FAITH R. OLMEDO , HUSBAND AND WIFE

(person acknowledging)

Kathleen Koeser

Notary Public, State of Wisconsin

My Commission Expires: June 20, 2004

(Seal)

Kathleen Koeser
This instrument was prepared by

SAMANTHA STAHL
FIRSTAR BANK, N.A.
809 SOUTH 60TH STREET
WEST ALLIS, WISCONSIN 53214

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

U.S. Bank National Association vs. Luis E. Olmedo et al

Electronic Filing Notice

Case No. 2017CV000464
Class Code: Foreclosure of Mortgage

FILED
09-01-2017
Sheboygan County
Clerk of Circuit Court
2017CV000464
Honorable Rebecca L. Persick
Branch 4

LUIS E. OLMEDO
1520 SUPERIOR AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000464 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 8425d6

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-01-2017
Date

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

U.S. Bank National Association vs. Luis E. Olmedo et al

Electronic Filing Notice

Case No. 2017CV000464
Class Code: Foreclosure of Mortgage

FILED
09-01-2017
Sheboygan County
Clerk of Circuit Court
2017CV000464
Honorable Rebecca L. Persick
Branch 4

FAITH R. OLMEDO
1520 SUPERIOR AVENUE
SHEBOYGAN WI 53081

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Clerk of Circuit Court

09-01-2017
Date

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY

U.S. Bank National Association vs. Luis E. Olmedo et al

Electronic Filing Notice

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Class Code: Foreclosure of Mortgage

FILED
09-01-2017
Sheboygan County
Clerk of Circuit Court
2017CV000464
Honorable Rebecca L. Persick
Branch 4

CITY OF SHEBOYGAN
810 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

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Clerk of Circuit Court

09-01-2017
Date

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

U.S. Bank National Association vs. Luis E. Olmedo et al

Electronic Filing Notice

Case No. 2017CV000464
Class Code: Foreclosure of Mortgage

FILED
09-01-2017
Sheboygan County
Clerk of Circuit Court
2017CV000464
Honorable Rebecca L. Persick
Branch 4

LAKESHORE CAP, INC. OF WISCONSIN
C/O MICHAEL HUCK, RA
701 STATE STREET, P.O. BOX 2315
MANITOWOC WI 54221

Case number 2017CV000464 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-01-2017
Date

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

U.S. Bank National Association vs. Luis E. Olmedo et al

Electronic Filing Notice

Case No. 2017CV000464
Class Code: Foreclosure of Mortgage

FILED
09-01-2017
Sheboygan County
Clerk of Circuit Court
2017CV000464
Honorable Rebecca L. Persick
Branch 4

HEALTH PAYMENT SYSTEMS, INC.
C/O TERRY ROWINSKI, RA
735 NORTH WATER STREET, SUITE 133
MILWAUKEE WI 53202

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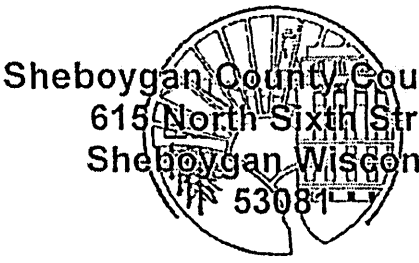
BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-01-2017
Date



Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

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

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

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

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

   _____

   _____

   _____

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

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

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

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

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

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

_____ _____

Property Owner's Signature Date

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

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

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

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

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

A Mediation Request is not a response to the Summons.

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

What happens after you apply for Mediation?

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

II

3.4

R. O. No. 176 - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a Summons and Complaint in the matter of PHH Mortgage Corporation f/k/a PHH Mortgage Services v Henry Ye Lee et al.

City Clerk

Finance / Personnel file

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY
PHH Mortgage Corporation f/k/a PHH Mortgage Services vs. Henry Ye Lee et al	**Electronic Filing Notice**	
	Case No. 2017CV000474 Class Code: Foreclosure of Mortgage	

FILED
09-08-2017
Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT
807 CENTER AVE
SHEBOYGAN WI 53081-4462

SEP 19 '17 PM 4:10

Case number 2017CV000474 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means.

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Pro Se opt-in code: 5b0979

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-08-2017
Date

9-19-17
2:45

FILED
09-08-2017
Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

PHH Mortgage Corporation f/k/a PHH Mortgage Services Corporation
One Mortgage Way, MailStop: SV01
Mt. Laurel, NJ 08054

Plaintiff,

vs.

Henry Ye Lee a/k/a Henry Lee f/k/a Ye Lee
4027 S 15th St
Sheboygan, WI 53081-7505

Cathy Blia Lee a/k/a Cathy Lee f/k/a Blia Xiong
4027 S 15th St
Sheboygan, WI 53081-7505

City of Sheboygan, Department of City Development
807 Center Ave
Sheboygan, WI 53081-4462

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

UnitedOne Credit Union
1117 S 10th St
Manitowoc, WI 54220-5211

Sheboygan Area Credit Union
1707 Indiana Ave
Sheboygan, WI 53081-4831

Payday Loan Store of Wisconsin Inc.
555 E Wells St Ste 1900
Milwaukee, WI 53202-3837

SUMMONS

Case No.

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

State of Wisconsin c/o Attorney General
114 East State Capitol
Madison, WI 53703

Defendants.

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate

you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 8th day of September, 2017.

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

By: _____
William N. Foshag
State Bar No. 1020417
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
060987F02

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

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

FILED
09-08-2017
Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

PHH Mortgage Corporation f/k/a PHH Mortgage Services Corporation
One Mortgage Way, MailStop: SV01
Mt. Laurel, NJ 08054

Plaintiff,

vs.

Henry Ye Lee a/k/a Henry Lee f/k/a Ye Lee
4027 S 15th St
Sheboygan, WI 53081-7505

Cathy Blia Lee a/k/a Cathy Lee f/k/a Blia Xiong
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City of Sheboygan, Department of City Development
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1707 Indiana Ave
Sheboygan, WI 53081-4831

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555 E Wells St Ste 1900
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COMPLAINT

Case No.

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

State of Wisconsin c/o Attorney General
114 East State Capitol
Madison, WI 53703

Defendants.

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

1. The plaintiff is the current holder of a certain note, recorded mortgage and loan modification agreement on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. A true copy of the loan modification is attached hereto as Exhibit C and is incorporated by reference.

2. The mortgaged real estate is owned of record by Henry Ye Lee a/k/a Henry Lee f/k/a Ye Lee.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $50,360.57 together with interest from the 1st day of March, 2017.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the

date of confirmation of the sale by the court.

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

8. That Cathy Lee a/k/a Cathy Blia Lee f/k/a Blia Xiong has or may claim to have an interest in the subject encumbered property by virtue of being the current spouse of Henry Lee a/k/a Henry Ye Lee f/k/a Ye Lee and by virtue of signing said note attached hereto as Exhibit A and by virtue of signing said mortgage attached hereto as Exhibit B and by virtue of signing said loan modification attached hereto as Exhibit C and is incorporated by reference and any such interest is subject and subordinate to the plaintiff's mortgage.

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

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

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

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

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

5. That the defendants and all persons claiming under them be enjoined from committing

waste or doing any act that may impair the value of the mortgaged premises; and

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

Dated this 8th day of September, 2017.

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

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

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FILED
05-08-2017
Sheboygan County
Clerk of Circuit Court
2017CV000474
Honorable Daniel J
Borowski
Branch 5

NOTE

FEBRUARY 3, 1999 SHEBOYGAN (City) WISCONSIN (State)

4027 S 15TH STREET SHEBOYGAN WI 53081 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 60,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is SHEBOYGAN AREA CREDIT UNION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.750 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on APRIL 1, 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on MARCH 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 1707 INDIANA AVENUE SHEBOYGAN WI 53081 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 389.16

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

EXHIBIT A

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

X ..... (Seal)
HENRY YE LEE a/k/a Henry Lee
f/k/a Ye Lee
-Borrower

X ..... (Seal)
CATHY BLIA LEE a/k/a Cathy Lee
f/k/a Blia Kiong
-Borrower

..... (Seal)
-Borrower

[Sign Original Only]

WITHOUT RECOURSE PAY TO THE ORDER OF:
PHH MORTGAGE SERVICES CORPORATION BY:

SHEBOYGAN AREA CREDIT UNION
1707 INDIANA AVE. SHEBOYGAN, WI 53081

CLARICE SMIEJA- PRESIDENT

EXHIBIT A

ALLONGE TO NOTE

BORROWERS NAME: LEE

LOAN NUMBER: [redacted]

PAY TO THE ORDER OF:
WITHOUT RECOURSE

Jill Iannaco, Assistant Vice President
Cendant Mortgage Corporation
DBA PHH Mortgage Services Corporation

EXHIBIT A

[redacted]

VOL 1647 PAGE 0 1534403

SHEBOYGAN COUNTY, WI
RECORDED ON
02-10-1999 9:09 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 22.00
TRANSFER FEE:
011115 7

Return Address: SHEBOYGAN AREA CREDIT UNION
1707 INDIANA AVENUE
SHEBOYGAN, WI 53081

Parcel Number: 411745

MORTGAGE

[Space Above This Line For Recording Data]

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 3, 1999. The mortgagor is HENRY LEE F/K/A YE LEE AND CATHY LEE F/K/A BLIA XIONG, HUSBAND AND WIFE a/k/a Henry Ye Lee a/k/a Cathy Blia Lee ("Borrower"). This Security Instrument is given to SHEBOYGAN AREA CREDIT UNION, which is organized and existing under the laws of THE STATE OF WISCONSIN, and whose address is 1707 INDIANA AVENUE, SHEBOYGAN, WI 53081 ("Lender"). Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100* * * *

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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EXHIBIT B

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

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EXHIBIT B

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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EXHIBIT B

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

PH CK

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EXHIBIT B

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

24. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that chapter.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ 1-4 Family Rider
- ☐ Graduated Payment Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Balloon Rider
- ☐ Rate Improvement Rider
- ☐ Second Home Rider
- ☐ Other(s) [specify]

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

Signed, sealed and delivered in the presence of:

X Henry Y. Lee (Seal)
HENRY YE LEE -Borrower
a/k/a Henry Lee
f/k/a Ye Lee

X Cathy B. Lee (Seal)
CATHY BLIA LEE -Borrower
a/k/a Cathy Lee
f/k/a Blia Xiong cl

(Space Below This Line For Acknowledgment)

STATE OF WISCONSIN, SHEBOYGAN COUNTY County ss:

The foregoing instrument was acknowledged before me this FEBRUARY 3, 1999 (date)

by HENRY LEE F/K/A YE LEE AND CATHY LEE F/K/A BLIA XIONG cl (person acknowledging)

My commission expires: Notary Public, State of Wisconsin

This instrument was prepared by ROBERT C. SCHOERER

EXHIBIT B

Part of Lots 16 and 17, Block 9, Camelot Estates described as follows: Commencing at the Southwesterly corner of Lot 17, Block 9, Camelot Estates, thence Southeasterly 60.01 feet along the arc of a curve having a radius intersection Northerly 1805.00 feet, the chord bearing South 72°-43'-17" East 60.01 feet, thence North 19°-11' East 114.64 feet, thence North 73°-13' West 60.21 feet to a point in the East line of South 15th Street, thence Southwesterly 19.55 feet along the arc of a curve having a radius intersection Westerly 1063.68 feet, the chord bearing South 18°-39'-24" West 19.55 feet, thence South 19°-11' West 94.56 feet to the point of beginning, excepting therefrom the Easterly 2 feet thereof.

Tax Key #411745

EXHIBIT B

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

LOAN MODIFICATION AGREEMENT
(Providing For Fixed Interest Rate)

Parcel ID Number: 59281411745

This Instrument Was Drafted By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
Keith Goldin, Specialist

[Space Above This Line For Recording Data]

Original Recording Date: February 10, 1999
Original Loan Amount: $60,000.00
Original Lender Name: Sheboygan Area Credit Union
New Money: $7,573.97

Loan No: [redacted]
Investor Loan No [redacted]

Prepared Date: June 08, 2015

This Loan Modification Agreement ("Agreement"), made this 8th day of June, 2015, between HENRY LEE, A/K/A HENRY YE LEE, F/K/A YE LEE, AND CATHY LEE, A/K/A CATHY BLIA LEE, F/K/A BLIA IONG, HUSBAND AND WIFE ("Borrower") and PHH Mortgage Corporation, whose address is 1 Mortgage Way, Mt Laurel, NJ 08054 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated February 03, 1999 and recorded in Book/Liber 1647, Page 049, Instrument No: 1534403, of the Official Records (Name of Records) of Sheboygan County, WI (County and State, or other Jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

4027 S 15TH STREET, SHEBOYGAN, WI 53081,
(Property Address)

the real property described being set forth as follows:
SEE ATTACHED EXHIBIT A

Assignment from Sheboygan Area Credit Union to PHH Mortgage Corporation recorded 2/10/1999 bk 1647 pg 056 Instrument 1534404

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

[redacted]

[redacted]

EXHIBIT C

1. As of July 1, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. $51,377.13, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.750%, from July 1, 2015. Borrower promises to make monthly payments of principal and interest of U.S. $309.99, beginning on the 1st day of August, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.750% will remain in effect until principal and interest are paid in full. If on July 1, 2055 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

   If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
   (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
   (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
   (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
   (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any

[redacted]

EXHIBIT C

way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

(f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [ ].

6. This Agreement modifies an obligation secured by an existing security instrument recorded in Sheboygan County, WI, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is $43,803.16. The principal balance secured by the existing security instrument as a result of this Agreement is $51,377.13, which amount represents the excess of the unpaid principal balance of this original obligation.

[redacted]

EXHIBIT C

In Witness Whereof, the Lender and I have executed this Agreement.

_____ (Seal)
HENRY LEE A/K/A HENRY YE LEE, F/K/A YE LEE -Borrower

_____ (Seal)
CATHY LEE A/K/A CATHY BLIA LEE, F/K/A BLIA IONG -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Wisconsin

County of Sheboygan

The instrument was acknowledged before me, a Notary Public on June 19th 2015 by HENRY LEE A/K/A HENRY YE LEE, F/K/A YE LEE and CATHY LEE A/K/A CATHY BLIA LEE, F/K/A BLIA IONG.

_____
Signature of notarial officer

Notary Public
Title or rank

My Commission expires: 06/12/2017

Origination Company: PHH Mortgage Corporation

NMLSR ID: [redacted]

JODI ARENAL NOTARY PUBLIC STATE OF WISCONSIN

[redacted]

EXHIBIT C

PHH Mortgage Corporation

By: _____(Seal) - Lender
Name:
Title:

_____
Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments] _____
State of New Jersey, County of Burlington

On _____, 20____, before me, _____,
(please print NOTARY PUBLIC's name)
a Notary Public in and for said State, personally appeared

_____ of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

_____
Notary Public of New Jersey
My Commission expires: _____

[redacted]

EXHIBIT C

SCHEDULE B

Commitment Number [redacted]

i. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.

j. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.

k. Underground Electric Easement.
Volume: 522 Pages: 336/38
Document No: 895549

l. Eight (8) foot Tree Planting Easement adjacent to street frontages.
Volume: 11 of Plats Page: 46/49

m. A Mortgage from Henry Lee a/k/a Henry Ye Lee f/k/a Ye Lee and Cathy Lee a/k/a Cathy Blia Lee f/k/a Blia Xiong, husband and wife to Sheboygan Area Credit Union in the original amount of $60,000.00.
Dated: February 3, 1999 Recorded: February 10, 1999
Volume: 1647 Page: 049
Document No: 1534403

The foregoing mortgage has been assigned to PHH Mortgage Services Corporation, by assignment.
Recorded: February 10, 1999
Volume: 1647 Page: 056
Document No: 1534404

n. A Mortgage from Henry Ye and Cathy Blia Lee to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin 53081 in the original amount of $20,791.41.
Dated: June 12, 2009 Recorded: June 23, 2009
Document No: 1881030

o. A Mortgage from Henry Ye and Cathy Blia Lee to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin 53081 in the original amount of $936.00.
Dated: October 15, 2009 Recorded: October 16, 2009
Document No: 1889040

LIEN REPORT

First American Title Insurance Company

SCHEDULE B

Commitment Number: [redacted]

p. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $120.00

q. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $151.00

r. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $182.00

s. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $225.00

t. Judgment Case: None given
Docketed: April 3, 2008
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $213.00

u. Judgment Case: 10SC2171
Docketed: September 24, 2010
Debtor: Yee Lee
Creditor: UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220
Amount: $1,239.49

v. Judgment Case: 10CF572
Docketed: August 18, 2011
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $817.83

LIEN REPORT

First American Title Insurance Company

SCHEDULE B

Commitment Number: [redacted]

w. Judgment Case: 10CF572
Docketed: August 22, 2011
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $619.20

x. Judgment Case: 11CF516
Docketed: November 14, 2012
Debtor: Yee Lee
Creditor: Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081
Amount: $3,900.00
Attorney: Christina G. Petros

y. Judgment Case: 13SC1100
Docketed: May 20, 2013
Debtor: Yee Lee
Creditor: Payday Loan Store of Wisconsin Inc. PD0084, 1694 S. Koeller Street, Oshkosh, WI 54902
Amount: $1,434.73

z. Judgment Case: 12CF313
Docketed: April 21, 2015
Debtor: Yee Lee
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI
Amount: $374.00

aa. Delinquent Tax Warrant filed by the State of Wisconsin, Department of Revenue
Filed: May 15, 2017
Warrant Number: 59-11990872
Number: 17TW83
Debtor: Yee Lee
Amount: $5,158.56

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

LIEN REPORT

First American Title Insurance Company

II

Other Matters 6.1

R. O. No. 267 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a Summons and Complaint in the matter of Eric R. Burrows v. Joel Clark and Cameron Stewart.

Finance + Personnel file

CITY CLERK

JAN 12 '18 PM 3:13

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

1/12/2018
CT 2pm

ERIC R. BURROWS

Plaintiff(s)

v.

Civil Action No. 2: 18 CV 48

JOEL CLARK AND CAMERON STEWART
individually and in their official capacities

Defendant(s)

Debra Landgraf
Debra Landgraf
Court Service

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* JOEL CLARK
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD STREET, SUITE 101
SHEBOYGAN, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

ATTORNEY ANDREW SHW
SHAW LAW OFFICES
6815 W. CAPITOL DR., RM .115
MILWAUKEE, WI 53216

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date: 01/10/2018

s/ Linda M. Zik, Deputy Clerk

Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

ERIC R. BURROWS,

Plaintiff,

v. Case No.: 2: 18 CV 48

JOEL CLARK,

and

CAMERON STEWART,

individually
and in their official capacities,

Defendants.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, Eric R. Burrows, by and through his counsel, Andrew Shaw of Shaw Law Offices, alleges and shows the court as follows:

JURISDICTION AND VENUE

1. This is an action for pursuant to 42 U.S.C. § 1983 based upon the violations of Plaintiff's rights under the Fourth Amendment to the United States Constitution.
2. Jurisdiction over Plaintiff's claims is conferred upon this court pursuant to 28 U.S.C. §§ 1331 and 1343, based on 42 U.S.C. § 1983 and questions of federal constitutional law. Jurisdiction also exists under the Declaratory Judgment Act, 28 U.S.C. §§ 2201(a) and 2202.

3. Venue in the United States District Court for the Eastern District of Wisconsin is appropriate under 28 U.S.C. § 1391(b) and 42 U.S.C. § 2000e-5(f)(3), in that the events and conduct complained of herein all occurred in the Eastern District.

PARTIES

4. Plaintiff Eric R. Burrows (hereinafter "Plaintiff") is an adult citizen residing at, village of Elkhart Lake, County of Sheboygan, State of Wisconsin, at all times relevant.

5. Defendant Joel Clark is a law enforcement officer for the Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin. Defendant Clark was acting under color of state law and in the course and scope of his employment as a law enforcement officer with the Sheboygan Police Department at all times material.

6. Defendant Cameron Stewart is a law enforcement officer for the Sheboygan Police Department, 1315 N. 23rd Street, Sheboygan, Wisconsin. Defendant Clark was acting under color of state law and in the course and scope of his employment as a law enforcement officer with the Sheboygan Police Department at all times material.

FACTUAL BACKGROUND

7. Plaintiff Eric R Burrows and Erica Wondra dated in high school and reconnected in January 2015. They lived together from January 2016 to June 25, 2016.

8. On or about June 25, 2016, Wondra and Burrows broke up, and Wondra moved out of Burrows' house.

9. Erica Wondra explained in a narrative written for the Sheboygan Police Department that it was genuine romantic break-up by stating: "I told him that I love him and wanted to know how I could do better." and "I felt like Eric's love for me was very conditional."

10. Erica Wondra and Eric Burrows remained in contact through numerous texts and emails after their breakup in June 2016 to approximately August 18, 2016, the date of Burrows' arrest. According to the Cellebrite extraction of Burrows' emails, Wondra responded to Burrows on 42 occasions during the period from July 20, 2016 through August 18, 2016, and none of Wondra's responses stated that Burrows should stop emailing her.

11. On August 8, 2016, Officer Charlot Endsley of the Sheboygan Police Department was sent to International Autos "regarding a harassment investigation." Erica Wondra called 911 Dispatch to report "threatening voicemails received from a *female* party" directed at her and suspicious letters received by her employer, International Autos. The first voicemail Wondra received on August 3, 2016 and the second voicemail happened on August 8, 2016, the same day she called police. The voicemails described by Erica as being a *woman's* voice. Both voicemails were recorded at the scene by officers. The *female* voice captured in both phone messages made several statements threatening Erica, telling her to stay away from "Eric" and "Ben." According Officer Endsley, the *female* voice in both voicemails was the same.

12. Detective Clark took over the investigation after Officer Endsley's briefing of the complaint.

13. On August 10, 2016, Defendant Detective Clark met with Erica Wondra at the police department to discuss her complaint and review the letters received by International Auto. Detective Clark drafted a supplementary report after reviewing these letters and concluded that "The had [sic] writing appears to be that of a *female* with only a return address of 'Sheboygan.'" In his report, Detective Clark quoted these letters that appeared to be written by a female; one letter included, "I would take this very serious cause *I have nothing to lose besides him.*"

14. According to Defendant Detective Clark, Erica Wondra and Eric Burrows exchanged multiple emails between July 31, 2016 and August 9, 2016. According to Clark's report, Clark did not characterize any of Eric Burrows' emails as being threatening in his report; rather, his report indicates in part that, "The majority of these emails are Eric expressing his love for Erica and trying to rekindle the relationship with her," while other emails from Eric Burrows involved "asking her where a set of car keys were" and "some personal property (hair dryers) left at his house." None of the emails contained any threats of violence by Eric Burrows, nor was there any evidence of psychological distress by Erica Wondra.

15. On August 13, 2016, Detective Clark spoke with Jason Jacquart, Erica Wondra's ex-husband. Jacquart told Detective Clark about a letter mailed to him from Sheboygan. According to Clark's report, the content of the typed letter addressed to Jacquart suggested that it had a *woman* author, it threatened, "I already warned her once," referring to Erica Wondra, and stated in part, "...NOW the [expletive] will pay and find out what kinda crazy bitch she has [expletive] with."

16. On August 17, 2016, a box addressed to Erica Wondra was dropped off at the main office of her apartment complex in Sheboygan. The apartment manager, called Wondra and told her that a box had been delivered to the complex that morning for her. Wondra called Detective Clark, stating that she received a package at her apartment. According to the apartment manager, two different phone calls had come into the apartment office that day, both inquiring about the status of the box delivery. The first call allegedly appeared on caller identification as coming from "B B Metal Proce." Detective Clark had previous knowledge of Eric Burrows' position as Vice President of B & B Metals, Inc. in Newton, Wisconsin. The secretary told officers that the caller was a man. The second call, according to the secretary, allegedly came the same day from a *woman* who inquired about a package to be delivered to Erica Wondra. The call allegedly came from Mr. Burrows' cell phone. Officers retrieved the sealed package from the apartment complex staff and ultimately located a small non-poisonous baby snake inside of it with a typed note, which included a characterization of Erica Wondra being a snake.

17. Erica Wondra never saw the sealed box. Wondra never took possession of the sealed box or viewed its contents.

18. On August 17, 2016, Sheboygan police took the sealed box from the apartment complex to get it x-rayed at a local hospital. The box was taken and finally opened at Sheboygan Police Department by Officer Paul Olsen. Deborah Knockson, a local reptile expert who was present when the box was opened,

identified the contents of the box as a small baby non-poisonous ball python snake, routinely kept as a household pet.

19. On August 17, 2016, when Detective Clark was the lead detective on the investigation against Burrows, the CAD computer request for arrest was issued by the Sheboygan Police Department, which stated as follows:

> 8/17/2016 18:57:52 D926 Narrative: ATL
>
> ****OFFICER SAFETY** ERIC R BURROWS... A TEMPORARY WARRANT HAD BEEN ENTERED REGARDING SHEBOYGAN CASE C16-15346 STALKING. VICTIM IS [E.W.] ...ERIC IS KNOWN TO BE A NAZI SYMPATHIZER AND IS HEAVILY ARMED AT THIS RESIDENCE. HE WILL LIKELY BE ARMED IN ANY VEHICLE HE IS DRIVING... ERIC MAY BE DRIVING ANY ONE OF THE LISTED VEHICLES BELOW...[LIST OF VEHICLES]....**USE CAUTION WHEN COMING IN CONTACT WITH ERIC AS HE HAS REPEATEDLY STATED HE HAS NOTHING TO LOSE.** (Emphasis added.)

20. The CAD Narrative falsely claimed that "Use caution when coming in contact with Eric as he had repeatedly stated he has *nothing to lose*," when Detective Clark fully knew the "nothing to lose *besides him*" quote was from a letter that appeared to be written by a *female* author, according to Detective Clark's August 10, 2016 supplemental report:

> I met with Erica on today's date at the Sheboygan PD. She brought with her two letters that had been delivered via mail to her employer yesterday. ...Both letters appeared to have been mailed via US mail. ...The writing appears to be that of a *female*....
>
> The contents of the letter reads:
>
> "International Motors Sheboygan
> Here is a Suggestion
>
> If I were you I would immediately do something about that blonde whore that you have working in the Subaru Sales Depart. Erica Wondra That bitch has been screwing my man Ben....I would take this very serious cause *I have nothing to lose besides him.* ....(Emphasis added.)

21. The charges of this underlying stalking case do *not* allege any use of a gun. Eric Burrows does *not* have any past criminal history involving guns. On the contrary, Burrows is a respected businessman.

22. Detective Clark and Detective Stewart did *not* go to a judge to secure an arrest warrant, although they had ample time to do that. Upon information and belief, local judges were available for the purpose of securing an arrest warrant on both Wednesday August 17, 2016 and Thursday August 18, 2016.

23. On August 18, 2016, Defendants Detective Joel Clark and Detective Cameron Stewart traveled to the neighboring county, Manitowoc County, for the purpose of orchestrating the arrest of Burrows. Detective Clark summarized Stewart's and his serveillance in Manitowoc County and Clark's request for assistance from Manitowoc County Sheriff's Department as follows:

> On 8/18/2016 Det. Stewart and myself conducted surveillance on B&B Metals in Newton, WI [Manitowoc County]. At approximately 4:46 pm we observed a blue Ford F450 truck belonging to Eric Burrows leave B&B and proceed south on Hwy 42. I had requested assistance from the Manitowoc County Sheriff's Office and they performed a felony stop on the vehicle due to the weapons history with Eric.

24. Contrary to Defendant Detective Clark's August 18, 2016 report falsely claiming that Manitowoc County Sheriff's officers performed a felony stop due to a "weapons history," in fact, Eric Burrows had *no* "weapons history."

25. Manitowoc County deputies were under the false impression that it was a "high-risk traffic stop," as explained in Manitowoc Deputy Resch's report:

> 8/18/16: I, Deputy Resch and Deputy Hemauer responded to B&B METALS to assist SBSO with apprehending ERIC R. BURROWS on a Felony Warrant. Two SBSO Dets. were already on scene at B&B METALS where BURROWS was working. It was decided to conduct a

> traffic stop on BURROWS rather than enter the property due to BURROWS being an avid gun collector, his Nazi affiliation, and him recently stating that he had nothing to lose.
>
> Deputy Hemauer and I were position on Meeme Rd B of CORD XX, and Lt. Cummings was positioned on W Washington Rd. the SBSO Dets. advised that BURROWS was leaving the B&B METALS property and headed SB on STHY 42. A high-risk traffic stop was conducted on County Line Rd W of STHY 42. ....

26. Acting upon the notice and false officer safety warnings, five police vehicles descended upon Eric Burrows' vehicle, with several armed officers ready to shoot or kill Eric Burrows, due to the hyper-exaggerated safety warning falsely described in the CAD report. *No* crime was taking place and Burrows had *no* gun in his possession. Sheboygan officers Detective Clark and Detective Stewart were present, literally orchestrating and supervising the Manitowoc officers who took Eric Burrows from his truck, pushed him to the ground, handcuffed him, and then secured him in a Manitowoc squad car. Contrary to the Sheboygan Police Department's CAD notice, Burrows was *not* armed and did *not* resist the officers with violence.

27. After Burrows had been secured in the Manitowoc squad car, Detective Clark and Detective Stewart then completed their orchestrated multi-step plan of arresting and taking custody of Eric Burrows. Detective Clark and Detective Stewart searched Burrows' truck for evidence at the scene in Manitowoc County while they had Burrows in back of a patrol car, seizing his cell phone and papers without a warrant:

> Once Burrows was in custody, ...While he was still at the scene [in Manitowoc County] in the back of a patrol car he asked me to retrieve his phone from the truck. I advised him that I was seizing his phone pending a search warrant...The interior of the truck in question was search[ed] due

> to the fact that ...I felt it probable that there could be some evidence of stalking in the vehicle.
>
> I found Eric's phone on the dash of the truck and took custody of it. I was called to the driver's door by Detective Stewart who stated he had found a yellow sheet of legal pad paper and that the handwritten note on the sheet was similar to the letters that had been sent to Erica and her employer and acquaintances. It was seized along with a smaller legal pad that had some written notes on it.

28. Upon information and belief, despite the stop involving five squad cars and several officers, there were no police/squad cam or audio recordings of the August 18, 2016 stop.

29. After Eric Burrows was taken into custody on August 18, 2016 in Manitowoc County, he was transported to Howards Grove in Sheboygan County where he was turned over to Sheboygan Officer Matthew Rakow who then took him to the Sheboygan Police Department. After a short interrogation by Detective Clark which no confession was obtained, Burrows was jailed later that evening.

30. Also later that evening on August 18, 2016, Sheboygan police officers obtained a warrant to search Burrows' residence. The warrant to search Burrows' residence did not include an application for entry into his truck, or for seizure of his cell phone and papers in the truck, a seizure that had already occurred earlier that day.

31. Eric Burrows was scared at the August 18, 2016 scene that he would get shot or killed and is still traumatized by this highly aggressive use of police force used against him.

32. On April 21, 2017, Defendant Detective Joel Clark had Eric Burrows' vehicle pulled over by his house with four squad cars in order to execute a search warrant on Burrows for hair follicles:

> On today's date, Det. Olsen and myself were assisted by two Sheboygan County Deputies in the execution of a search warrant on Eric Burrows' person. I had obtained a search warrant to collect 30 plucked hairs and a buccal swab from Burrows for submission to the FBI lab in Quantico, VA, reference in this case. The Sheboygan County Deputies utilized their marked squads to perform a traffic stop on Burrows as he left his Sheboygan County Residence....

33. On April 21, 2017, Defendant Detective Clark already knew that Eric Burrows had retained two attorneys. Either of Burrows' attorneys could have been contacted by police in order to get Burrows to show up at the Sheboygan Police Department to execute the search warrant for hair follicles. Further, at this date, Burrows was wearing a bracelet and had been self-reporting into the Sheboygan detention center every week. Prior to April 21, 2017, Burrows had been *cooperating* with police in this case.

34. Eric Burrows was scared and intimidated by the aggressive April 21, 2017 police stop, planned and orchestrated by Detective Clark. The April 21, 2017 stop triggered traumatic memories in Burrows' mind of the August 18, 2016 stop, where Burrows feared he would be shot or killed.

35. Eric Burrows is anxious whenever he drives, which triggers traumatic memories in Burrows' mind of the August 18, 2016 stop of his vehicle, where Burrows feared he would be shot or killed.

36. Eric Burrows has received counseling/therapy regarding his post-traumatic anxiety regarding the August 18, 2016 stop of his vehicle, where Burrows feared he would be shot or killed.

COUNT I –DECLARATORY JUDGMENT THAT "TEMPORARY WARRANT" IS UNCONSTITUTIONAL / VIOLATES SEPARATION OF POWERS DOCTRINE (Against Defendant Joel Clark and Defendant Cameron Stewart)

37. Realleges by reference all of the allegations set forth in the paragraphs of this Complaint with the same force and effect as if herein set forth in full.

38. The U.S. Supreme Court has historically held that Separation of Powers doctrine regards separation of "assigned constitutional duties," where it is the "province and duty of the judicial department to say what the law is."

> In the performance of assigned constitutional duties, [regarding] each branch of the Government...the interpretation of its powers by any branch is due great respect from the others. ... Many decisions of this Court...have unequivocally reaffirmed the holding of *Marbury v. Madison*, 1 Cranch 137 (1803), that 'it is emphatically the province and duty of the judicial department to say what the law is.' *United States v. Nixon*, 418 U.S. 683, 703 (1974).

39. The U.S. Supreme Court has held that an arrest warrant "interpose[s] the magistrate's determination of probable cause between the zealous officer and the citizen." *Payton v. New York*, 445 U.S. 573, 602-03 (1980). The U.S. Supreme Court's reasoning is as follows:

> The arrest warrant procedure serves to insure that the deliberate, impartial judgment of a judicial officer will be interposed between the citizen and the police, to assess the weight and credibility of the information which the complaining officer adduces as probable cause [citiation omitted]. To hold that an officer may act in his own unchecked discretion upon information too vague and from too untested a source would subvert this fundamental policy. *Wong Sun v. United States*, 371 U.S. 471, 481-82 (1963).

Wisconsin's law echoes the U.S. Supreme Court's holdings: An arrest warrant may be issued only by an impartial magistrate upon a showing of probable cause. *State v. Ward*, 231 Wis. 2d 723, 604 N.W.2d 517 (2000).

40. Wisconsin law enforcement officers cannot issue their own arrest warrants (i.e. "temporary warrant"). Such authority lies exclusively within the province of the judicial branch.

41. There is no such thing as a "temporary warrant" that can be issued by a law enforcement officer without a magistrate's determination of probable cause. Every warrant issued in the United States of America must contain facts, sworn to by the affiant, then signed by a judge or magistrate of that jurisdiction.

42. Defendant Clark and Defendant Stewart knew that a "temporary warrant" was issued and/or posted in the August 17, 2016 CAD report.

43. Defendant Clark and Defendant Stewart knew that the "temporary warrant" of the August 17, 2016 CAD report was *not* an official arrest warrant based upon a judge's determination of probable cause.

44. Defendant Clark and Defendant Stewart had ample time to obtain an official arrest warrant from a judge on Wednesday August 17, 2016 and Thursday August 18, 2016, but did not do so, to avoid the issue of a judge's determination of probable cause.

45. Defendant Clark and Defendant Stewart deliberately used the "temporary warrant" in the August 17, 2016 CAD report to convince Manitowoc County Sheriff's Department officers to stop and arrest Eric Burrows, without a judge's determination of probable cause.

46. Defendant Clark and Defendant Stewart deliberately used the "temporary warrant" in the August 17, 2016 CAD report to stop Eric Burrows and to search

and seize evidence out of his vehicle, without a judge's determination of probable cause.

47. Plaintiff Eric Burrows seeks a declaratory judgment that the "temporary warrant" (as found in the August 17, 2016 CAD report) is unconstitutional and/or a violation of the Separation of Powers doctrine.

COUNT II – § 1983 ACTION
ARREST IN VIOLATION OF 4TH AMENDMENT
(Against Defendant Joel Clark and Defendant Cameron Stewart)

48. Realleges by reference all of the allegations set forth in the paragraphs of this Complaint with the same force and effect as if herein set forth in full.

49. The Fourth Amendment and Article I, Sec. 11 of the Wisconsin Constitution establish the right of Wisconsin citizens to be secure from unreasonable searches and seizures. Under both federal and Wisconsin law, probable cause must exist to justify an arrest and to search and seize property. *State v. Kiper*, 193 Wis.2d 69, 82 532 N.W.2d 698 (1995) citing 1 LaFave, *Search and Seizure*, Sec. 3.1(b), at 544 (2d. ed.).

50. Defendant Joel Clark was acting under the color of state law and within the scope of his employment as a Sheboygan Police Department detective on August 17, 2016 and August 18, 2016, when orchestrating and acting regarding the August 18, 2016 arrest of Eric Burrows and search of his vehicle.

51. Defendant Cameron Stewart was acting under the color of state law and within the scope of his employment as a Sheboygan Police Department detective on August 17, 2016 and August 18, 2016, when orchestrating and acting regarding the August 18, 2016 arrest of Eric Burrows and search of his vehicle.

52. Defendant Joel Clark misused official power which is possessed by him only because he is Sheboygan Police Department officer/detective.

53. Defendant Cameron Stewart misused official power which is possessed by him only because he is Sheboygan Police Department officer/detective.

54. Defendants Joel Clark and Cameron Stewart misused false statements contained in the August 17, 2016 CAD report to convince Manitowoc County Sheriff's Department officers to stop Eric Burrows, without a judge's determination of probable cause.

55. Defendants Joel Clark and Cameron Stewart misused a so-called "temporary warrant" contained in the August 17, 2016 CAD report to convince Manitowoc County Sheriff's Department officers to stop Eric Burrows, without a judge's determination of probable cause.

56. On August 18, 2016, at the time of arrest of Eric Burrows, there was no probable cause to arrest Burrows for § 940.32 Stalking.

57. On August 18, 2016, at the time of arrest of Eric Burrows, probable cause was not met because Stalking requires a "course of conduct," pursuant to § 940.32, Wis. Stats, however, the information available to the police, at best, pointed to Burrows' possible involvement in a single act: the delivery of the non-poisonous baby snake to Erica Wondra's apartment complex. All of the other alleged acts, both in substance and delivery, were the work of an unknown *female.* A single act cannot constitute a "course of conduct."

58. On August 18, 2016, at the time of arrest of Eric Burrows, probable cause was not met because § 940.32 Stalking requires the element that the conduct caused

Erica Wondra to suffer serious emotional distress or induce fear in Erica Wondra of bodily injury or death. Defendant Clark reviewed emails and knew that Erica Wondra had been consistently emailing Eric Burrows throughout May 2016 to August 9, 2016, and Clark knew that none of Wondra's emails to Burrows stated that Burrows should stop emailing her. In reality, Erica Wondra, *herself*, contacted Eric Burrows *42 times* during the time period of May 2016 to August 18, 2016, which is the *direct opposite* of her suffering serious emotional distress or fearing injury or death.

59. Defendant Clark and Defendant Stewart both fully knew that there was *no* properly issued arrest warrant for Eric Burrows when planning, orchestrating, and acting during the August 18, 2016 stop and arrest of Burrows.

60. Defendant Clark and Defendant Stewart actively participated during every single step of their warrantless arrest plan.

61. On August 18, 2016, Defendants Clark and Stewart were out of their jurisdiction and not acting in their official capacity when conducting surveillance at Eric Burrows' business B&B Metals, located in Manitowoc County.

62. A police officer acting outside his or her jurisdiction does not act in his or her official capacity and does not have any official power to arrest. *State v. Slawek*, 338 N.W.2d 120, 121, 114 Wis.2d 332 (Wis. App. 1983).

63. There were no exigent circumstances that made seeking an arrest warrant impractical; Defendant Clark and Defendant Stewart surveilled and waited until the end of the work day on August 18, 2016 (a Thursday during courthouse hours,

during which an officer could seek a warrant) to stake out Burrows' place of employment and then to personally direct his arrest.

64. Defendant Clark and Defendant Stewart made no attempt to obtain a warrant for Burrows' arrest.

65. Defendant Clark and Defendant Stewart did *not* witness Eric Burrows commit a crime in Manitowoc County.

66. Upon seeing Eric Burrows leave his business in Manitowoc County, Defendant Clark personally requested assistance from the Manitowoc County Sheriff's Department officers.

67. Defendant Clark falsely claimed in his report that Manitowoc County Sheriff's Office performed a felony stop "due to the weapons history with Eric." Eric Burrows had *no* weapons history and *no* criminal record at the time of his arrest on August 18, 2016.

68. The arrest of Eric Burrows was, in every real substantive sense, effectuated at every step by Defendants Clark and Stewart. Manitowoc County Sheriff's Department officers literally did not possess the knowledge of case facts to determine whether or not they had probable cause to conduct lawful arrest. There is no evidence that Manitowoc officials had any personal knowledge of the allegations against Burrows, only the claim of stalking behavior with the misleading warning in the CAD narrative that he was armed and dangerous. Manitowoc officials could not lawfully arrest Burrows because they did not possess any knowledge of any facts to determine probable cause. Due to *not*

knowing the case facts, Manitowoc officers were merely following orders directly from Sheboygan Detectives Clark and Stewart who conducted the arrest.

69. Five squad cars and numerous armed officers were involved in the stop of Eric Burrows. Defendants Clark and Stewart orchestrated and supervised the Manitowoc County Sheriff Department officers who took Eric Burrows (Clark's and Stewart's suspect in Sheboygan County) from his truck, pushed him to the ground, handcuffed him, and then secured him in a Manitowoc squad car.

70. Contrary to false statements and misleading statements in the CAD report, Eric Burrows is *not* a Nazi Sympathizer, has *no* criminal history, and *no* history of violence. He had *no* guns with him in his truck. He was *not* armed. He did *not* resist the officers with violence.

71. Eric Burrows was scared at the scene that involved many law enforcement officers with tactical gear who were told that he was likely to be armed with "nothing to lose," and a police dog, and is *still* traumatized by that event. Burrows could have been shot or killed, based upon false information and misleading information contained in the CAD report, which Defendant Clark and Defendant Stewart deliberately misused to arrest Burrows without a warrant in neighboring Manitowoc County.

72. The exaggerated and false claims in the CAD report escalated the level of force to such extent that any actions by Eric Burrows perceived as non-compliance by armed officers, could have resulted in Burrows being seriously injured or killed.

73. Plaintiff Eric Burrows' constitutional rights were violated by Defendant Joel Clark's actions.

74. Plaintiff Eric Burrows' constitutional rights were violated by Defendant Cameron Stewart's actions.

75. Defendant Joel Clark acted with reckless indifference to the federally protected rights of Eric Burrows.

76. Defendant Cameron Stewart acted with reckless indifference to the federally protected rights of Eric Burrows.

COUNT III – § 1983 ACTION
VIOLATION OF 4TH AMENDMENT
UNREASONABLE SEARCH AND SEIZURE
(Against Defendant Joel Clark and Defendant Cameron Stewart)

77. Realleges by reference all of the allegations set forth in the paragraphs of this Complaint with the same force and effect as if herein set forth in full.

78. Immediately following Defendant Clark's and Defendant Stewart's unlawful arrest of Eric Burrows, they conducted an unlawful search of Burrows' person and of Burrows' vehicle.

79. Evidence seized during an unlawful search cannot constitute proof against the victim of the search. *Wong Sun v. United States*, 371 U.S. 471, 484 (1963). "...[W]e have consistently rejected – that a search unlawful at its inception may be validated by what it turns up." *Wong Sun* at 484.

80. According to the police report, Defendant Clark and Defendant Stewart searched Burrows' truck for evidence at the scene in Manitowoc County while they had Burrows in back of a patrol car, seizing his cell phone and papers without a warrant:

> Once Burrows was in custody, ...While he was still at the scene [in Manitowoc County] in the back of a patrol car he asked me to retrieve his phone from the truck. I advised him that I was seizing his phone pending a

> search warrant...The interior of the truck in question was search[ed] due to the fact that ...I felt it probable that there could be some evidence of stalking in the vehicle.
>
> I found Eric's phone on the dash of the truck and took custody of it. I was called to the driver's door by Detective Stewart who stated he had found a yellow sheet of legal pad paper and that the handwritten note on the sheet was similar to the letters that had been sent to Erica and her employer and acquaintances. It was seized along with a smaller legal pad that had some written notes on it.

81. Defendant Clark and Defendant Stewart both fully knew or should have known that the search of Burrows' truck violated Wis. Stat. § 968.11 because a law enforcement may search the "person arrested" and "an area within such person's immediate presence:

> 968.11 Scope of search incident to lawful arrest.
> When a lawful arrest is made, a law enforcement officer may reasonably search the person arrested and **an area within such person's immediate presence** for the purpose of:
>
> 1) Protecting the officer from attack;
> 2) Preventing the person from escaping;
> 3) Discovering and seizing the fruits of the crime; or
> 4) Discovering and seizing any instruments, articles or things which may have been used in the commission of, or which may constitute evidence of the offense.

Because Burrows was already in custody inside a squad car, there was *no area* located in his truck that was in Burrows' "immediate presence," so the truck could *not* lawfully searched without a search warrant by Sheboygan Detectives Clark and Stewart, pursuant to Wis. Stat. § 968.11.

82. Plaintiff Eric Burrows' rights were violated by Defendant Joel Clark's actions involving the unlawful search and seizure of evidence.

83. Plaintiff Eric Burrows' rights were violated by Defendant Cameron Stewart's actions involving the unlawful search and seizure of evidence.

84. Defendant Joel Clark acted with reckless indifference to the federally protected rights of Eric Burrows.

85. Defendant Cameron Stewart acted with reckless indifference to the federally protected rights of Eric Burrows.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Eric Burrows demands judgment against Defendant Joel Clark and Defendant Cameron Stewart as follows:

(1) Count I, in favor of Plaintiff Eric Burrows and against Defendant Joel Clark and Defendant Cameron Stewart, a declaratory judgment that the "temporary warrant" is unconstitutional and/or a violation of Separation of Powers Doctrine;

(2) Count II in favor of Plaintiff Eric Burrows and against Defendant Joel Clark and Defendant Cameron Stewart;

(3) Count III in favor of Plaintiff Eric Burrows and against Defendant Joel Clark and Defendant Cameron Stewart;

(4) Actual and compensatory damages sufficient to make Plaintiff whole;

(5) Punitive damages against Defendant Joel Clark and Defendant Cameron Stewart sufficient to punish them and to deter further wrongdoing;

(6) Attorneys' fees, litigation expenses, costs, and interest as provided by the law;

(7) Such other and further relief as the Court deems just and proper.

Dated at Milwaukee, Wisconsin, this 9th day of Jan., 2018.

Shaw Law Offices
Attorneys for Plaintiff

Andrew Shaw
WI State Bar No.: 01018100

JURY DEMAND

Pursuant to Rule 38(b), Plaintiff hereby requests that all factual issues be tried to a jury of 12 persons.

Andrew Shaw
Attorney for Plaintiff
WI State Bar No.: 01018100

SHAW LAW OFFICES
P.O. Box 18353
Milwaukee, WI 53218
414 535-9626

JS 44 (Rev 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

Place an "X" in the appropriate box (required): ☐ Green Bay Division ☒ Milwaukee Division

I. (a) PLAINTIFFS
Eric R. Burrows

(b) County of Residence of First Listed Plaintiff Sheboygan
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Andrew Shaw, Shaw Law Offices
P.O. Box 18353, Milwaukee, WI 53218 Ph. 414.535.9626

DEFENDANTS
Joel Clark
Cameron Stewart

County of Residence of First Listed Defendant Sheboygan
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*
Unknown

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question *(U.S. Government Not a Party)*
☐ 2 U.S Government Defendant
☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*
Click here for: Nature of Suit Code Descriptions.

CONTRACT
☐ 110 Insurance
☐ 120 Marine
☐ 130 Miller Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise

REAL PROPERTY
☐ 210 Land Condemnation
☐ 220 Foreclosure
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
☐ 365 Personal Injury - Product Liability
☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability

CIVIL RIGHTS
☒ 440 Other Civil Rights
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/ Accommodations
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 448 Education

PRISONER PETITIONS
Habeas Corpus:
☐ 463 Alien Detainee
☐ 510 Motions to Vacate Sentence
☐ 530 General
☐ 535 Death Penalty
Other:
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition
☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 690 Other

LABOR
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Management Relations
☐ 740 Railway Labor Act
☐ 751 Family and Medical Leave Act
☐ 790 Other Labor Litigation
☐ 791 Employee Retirement Income Security Act

IMMIGRATION
☐ 462 Naturalization Application
☐ 465 Other Immigration Actions

BANKRUPTCY
☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
☐ 820 Copyrights
☐ 830 Patent
☐ 835 Patent - Abbreviated New Drug Application
☐ 840 Trademark

SOCIAL SECURITY
☐ 861 HIA (1395ff)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g))

FEDERAL TAX SUITS
☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
☐ 375 False Claims Act
☐ 376 Qui Tam (31 USC 3729(a))
☐ 400 State Reapportionment
☐ 410 Antitrust
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 850 Securities/Commodities/ Exchange
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 893 Environmental Matters
☐ 895 Freedom of Information Act
☐ 896 Arbitration
☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
42 U.S.C. § 1983 and Declaratory Judgement Act, 28 U.S.C. §§ 2201(a) and 2202.
Brief description of cause:
Claims pursuant to 42 U.S.C. § 1983 and Declaratory Judgment pursuant to 28 U.S.C. §§ 2201(a) and 2202.

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND $ 1,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:
JUDGE _____ DOCKET NUMBER _____

DATE 01/09/2018
SIGNATURE OF ATTORNEY OF RECORD Andrew Shaw

FOR OFFICE USE ONLY
RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

II

5.6

R. O. No. 315 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Brian Dorn for alleged damages to his vehicle from a steel pole snow marker that was bent and protruding into the traffic lane at the intersection of Weeden Creek Road and County Road OK.

Finance
Personnel
file

CITY CLERK

DATE RECEIVED 3/5/18 RECEIVED BY JW

CLAIM NO. 36-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 5'18 PM 1:58

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: BRIAN DORN
2. Home address of Claimant: 933 ECHO DRIVE BURLINGTON, WI 53105
3. Home phone number: (262) 949-5549
4. Business address and phone number of Claimant: NORTH SHORE WATER RECLAMATION DISTRICT 14770 W WM KOEPSEL DRIVE GURNEE, IL 60031 (847) 623-6060
5. When did damage or injury occur? (date, time of day) 02/25/18 ~ 9:00 AM
6. Where did damage or injury occur? (give full description) NORTHBOUND EXPRESS TO ROUNDABOUT AT INTERSECTION OF WILSON CREEK ROAD AND COUNTY RD OK S
7. How did damage or injury occur? (give full description) STEEL POLE SNOW MARKER WAS BENT AND PROTRUDED INTO TRAFFIC LANE. I SWERVED TO AVOID IT BUT THE MARKER STRUCK AND DAMAGED THE DRIVER SIDE MIRROR ON MY PICKUP TRUCK.
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: N/A
   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: STEEL POLE INSTALLED AT EXPRESS TO ROUNDABOUT TO MARK CURB
   (b) Claimant's statement of basis for such liability: POLE WAS BENT AND PROTRUDED INTO THE TRAFFIC LANE

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").

SIDE MIRROR ON DRIVER SIDE OF VEHICLE WAS STRUCK AND DAMAGED TO THE EXTENT THAT IT NEEDS TO BE REPLACED

11. Name and address of any other person injured: THERE WERE NO INJURIES

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

Auto:	$ 537.93
Property:	$ 0.00
Personal injury:	$ 0.00
Other: (Specify below	$ 0.00
TOTAL	$ 537.93

MAR 5'18 PM 1:58

Damaged vehicle (if applicable)

Make: CHEVROLET Model: SILVERADO Year: 2015 Mileage: ~ 38,700

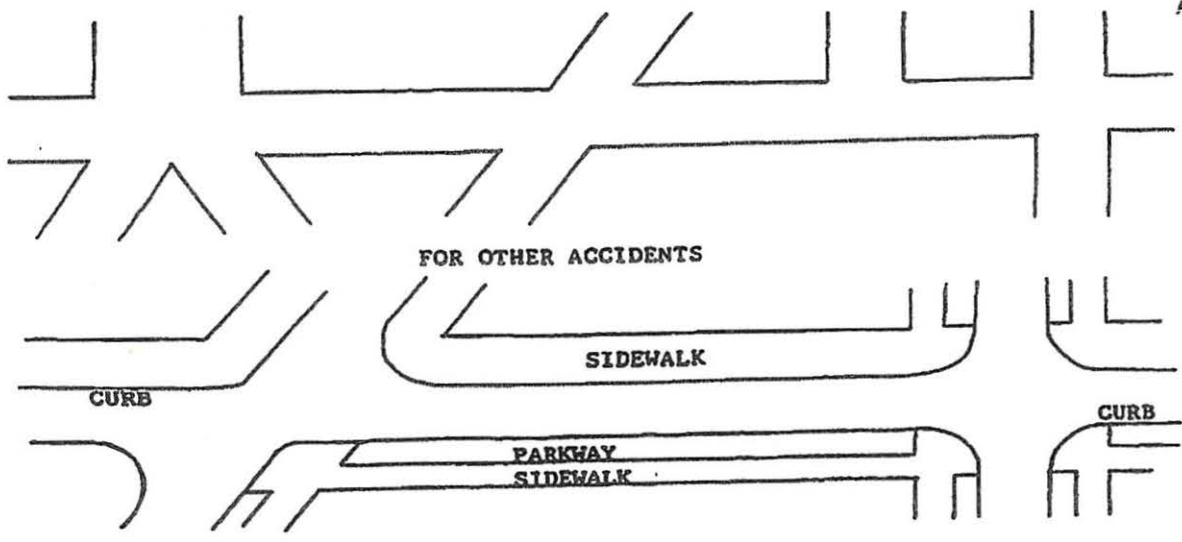
Names and addresses of witnesses, doctors and hospitals: BRAD DORN

339 VISTA VIEW DRIVE COTTAGE GROVE, WI 53012

(PASSENGER IN VEHICLE)

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. SEE ATTACHED.



SIGNATURE OF CLAIMANT [signature] DATE 03/02/18

DATE RECEIVED 3/5/18 RECEIVED BY JJW

CLAIM NO. 30-17

MAR 5'18 PM 1:58

CLAIM

Claimant's Name: BRIAN DORN

Claimant's Address: 933 ECHO DRIVE
BURLINGTON, WI 53105

Claimant's Phone No. (262) 949-5549

Auto	$ 537.93
Property	$ 0.00
Personal Injury	$ 0.00
Other (Specify below)	$ 0.00
TOTAL	$ 537.93

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 $ 537.93 **.**

SIGNED B=D DATE: 03/02/18

ADDRESS: 933 ECHO DRIVE
BURLINGTON, WI 53105

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

Google Maps
N
County Rd Ok S
S Bl
Weeden Creek Rd
Rd
Weeden Creek Rd
Weeden Creek Rd
Jake's Roundabout Steakhouse
LOCATION OF STEEL POLE CURB MARKER WHICH WAS BENT & PROTRUDING INTO NORTHBOUND TRAFFIC LANE
2015 CHEVROLET SILVERADO NORTHBOUND - POLE STRUCK DRIVER SIDE SIDE MIRROR
Google
Savannah Cir
Savannah Cir
Savannah Cir
Manda Ln
Map data ©2018 Google
50 ft
PHOTOS ATTACHED

ONE WAY

WARREN'S AUTO BODY INC
548 DUTTON STREET
BURLINGTON, WI 53105-2060
PHONE: (262) 763-2116
EMAIL: WARRENSAUTO@SBCGLOBAL.NET

***** PRELIMINARY ESTIMATE *****

02/27/2018 08:16 AM

Owner

Owner: BRIAN DORN
Address: 933 ECHO DRIVE
City State Zip: Burlington, WI 53105
Cell: (262)949-5549
FAX:

Control Information

Loss Date/Time:
Loss Type: Liability
Claimant: BRIAN DORN

Inspection

Inspection Date: 02/27/2018 08:14 AM
Inspection Location: Warren's Auto Body Inc
City State Zip: Burlington, WI 53105-2060
Primary Impact: Left Side
Driveable: Yes
Inspection Type: Drive In
Contact:
FAX:
Secondary Impact:
Rental Assisted:
Company: Warrens Auto Body Inc
Contact: Lynnea Rutkowski
Appraiser License # :

Repairer

Repairer: Warren's Auto Body Inc
Address: 548 Dutton Street
City State Zip: Burlington, WI 53105
Email: warrensauto@sbcglobal.net
License # : 39-1725558
Contact:
Work/Day: (262)763-2116
Work/Day:
Regulation ID:
Target Complete Date/Time:
Days To Repair: 1*

Remarks

THANK YOU FOR CHOOSING WARRENS AUTO BODY FOR YOUR ESTIMATING!

Vehicle

OEM Part Price Quote ID: ****

2015 Chevrolet Silverado K1500 2LT 4 DR Crew Cab Extra Short Bed
8cyl Gasoline 5.3
6-Speed Automatic

Lic.Plate: B LK8139
Lic Expire:
Prod Date: 10/2015
Veh Insp# :
Lic State: WI
VIN: 3GCUKREC9FG532256
Mileage: 38,520
Mileage Type: Actual

Condition:		**Code:**	U7865E
Ext. Color:	IRIDIUM GRAY MET	**Int. Color:**	Jet Black
Ext. Refinish:	Two-Stage	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	GXG,WA121V	**Int. Trim Code:**	H0U

Options - ***AudaVIN Information Received***

18 Inch Alloy Wheels	1st Row LCD Monitor(s)	2nd Row Head Airbags
4-Wheel Drive	AM/FM CD Player	Air Conditioning
Anti-Lock Brakes	Auto Headlamp Control	Auxiliary Audio Input
Bodyside Moldings	***Bucket Seats***	Camper/Towing Package
Carpeting	***Center Console***	Chrome Bumper(s)
Cruise Control	Daytime Running Lights	Driver Information Sys
Dual Airbags	***Dual Power Seats***	***Dual Pwr Lumbar Supports***
Electronic Transfer Case	Emergency S.O.S. System	Fog Lights
Full Size Spare Tire	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heavy Duty Battery
Hi-Flow Air Cleaner	Illuminated Visor Mirror	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
Locking Differential	MP3 Decoder	Mexico Built Vehicle
Navigation System	OnStar System	Power Brakes
Power Door Locks	Power Steering	Power Windows
Privacy Glass	Rear Side Airbags	Side Airbags
SiriusXM Satellite Radio	Skid Plates	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tire Pressure Monitor
Touch Screen Display	Tow Hooks	Traction Control System
Trailer Hitch	Trip Computer	USB Audio Input(s)
Vehicle Tracking Service	Velour/Cloth Seats	Wireless Audio Streaming
Wireless Phone Connect		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	229		Housing,Mirror Outer LT	20979673 GM Part	$315.23			1.0	SM
2	E	260		Cover,Frt Door Mirror LT	22919757 GM Part	$39.60			INC	SM
3	L	260	13	Cover,Frt Door Mirror LT	Refinish				1.0	RF
					0.3 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					
Manual Entries										
4	SB	M60		Hazardous Waste Removal	Sublet Repair	$3.00*				SM

4 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$354.83	
Paint & Materials	1.0 Hours @ $38.00	$38.00	
Parts & Material Total			$392.83
Tax on Parts & Material	@ 5.100%		$20.03

Labor	**Rate**	**Repair Hrs**	**Total Hrs**

		Replace Hrs			
Sheet Metal (SM)	$58.00	1.0	1.0	$58.00	
Mech/Elec (ME)	$80.00				
Frame (FR)	$58.00				
Refinish (RF)	$58.00	1.0	1.0	$58.00	
Labor Total			2.0 Hours		$116.00
Tax on Labor		@ 5.100%		$5.92	
Sublet Repairs				$3.00	
Tax on Sublet		@ 5.100%		$0.15	
Gross Total					**$537.93**
Net Total					**$537.93**

Owner To Pay All Damages

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53105 Default
OEM Part Prices DT 02/27/2018 08:16 AM EstimateID 397754986836058112 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.414 ES 02/27/2018 08:21 AM REL 8.0.414 DT 01/01/2018 DB 02/15/2018
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

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GM SUPERSTORE BODY SHOP
2300 BROWNS LAKE DRIVE
BURLINGTON, WI 53105
PH: 262-763-7500 FAX: 262-763-3192

***** PRELIMINARY ESTIMATE *****

02/27/2018 07:53 AM

Owner

Owner: BRIAN DORN
Address: 933 ECHO DR
City State Zip: Burlington, WI 53105
Work/Day: (262)949-5549
FAX:

Inspection

Inspection Date: 02/27/2018 07:55 AM
Inspection Type: Drive In
Appraiser Name: WAYNE COLE
Appraiser License # :

Repairer

Repairer: LYNCH COLLISION REPAIR CENTER
Address: 2300 BROWNS LAKE DR.
City State Zip: Burlington, WI 53105
Email: wcole@shoplynch.com
Contact: WAYNE COLE
Work/Day: (262)757-2952
Cell:

Target Complete Date/Time:
Days To Repair: 1

Vehicle

OEM Part Price Quote ID: ****

2015 Chevrolet Silverado K1500 1LT 4 DR Crew Cab Short Bed
8cyl Gasoline 5.3
6-Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
VIN: 3GCUKREC9FG532256
Mileage: 38,704
Mileage Type: Actual
Code: U7865F
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	Air Conditioning	Aluminum/Alloy Wheels
Anti-Lock Brakes	Auto Headlamp Control	Auxiliary Audio Input
Bodyside Moldings	Carpeting	Chrome Bumper(s)
Chrome Grille	Cruise Control	Daytime Running Lights
Driver Information Sys	Dual Airbags	Electronic Transfer Case
Emergency S.O.S. System	Full Size Spare Tire	Halogen Headlights
Head Airbags	Heated Power Mirrors	Heavy Duty Battery
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mexico Built Vehicle	OnStar System	Power Brakes
Power Door Locks	Power Steering	Power Windows
Privacy Glass	Rear Side Airbags	Side Airbags

SiriusXM Satellite Radio	Split Folding Rear Seat	Split Front Bench Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tire Pressure Monitor
Tow Hooks	Traction Control System	Trip Computer
USB Audio Input(s)	Vehicle Tracking Service	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	229		Housing,Mirror Outer LT	20979673 GM Part	$315.23			1.0	SM
2	E	260		Cover,Frt Door Mirror LT	22919757 GM Part	$39.60			INC	SM
3	L	260	13	Cover,Frt Door Mirror LT	Refinish				1.0	RF
					0.3 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					
Manual Entries										
4	N	M60		Hazardous Waste Removal	Additional Labor	$5.00*				SM

4 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$354.83	
Other Parts		$5.00	
Paint & Materials	1.0 Hours @ $38.00	$38.00	
Parts & Material Total			$397.83
Tax on Parts & Material	@ 5.100%		$20.29

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$60.00	1.0		1.0	$60.00
Mech/Elec (ME)	$105.00				
Frame (FR)	$85.00				
Refinish (RF)	$60.00	1.0		1.0	$60.00

Labor Total	2.0 Hours		$120.00
Tax on Labor	@ 5.100%	$6.12	
Gross Total			**$544.24**
Net Total			**$544.24**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53105 Default
OEM Part Prices DT 02/27/2018 07:53 AM EstimateID 397749309874913280 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.134 ES 02/27/2018 07:56 AM REL 8.0.134 DT 02/01/2018 DB 02/15/2018

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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

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II

5.3

R. O. No. 312 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Joel Hendrikse for alleged damages to his parked vehicle when it was struck by a snowplow, damaging the passenger side mirror.

CITY CLERK

Finance
Personnel
file

DATE RECEIVED 3/9/18 RECEIVED BY JJW

CLAIM NO. 41-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 9'18 AM 9:28

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: Joel Hendrikse
2. Home address of Claimant: 4407 E Parke Ridge Ln
3. Home phone number: 920-946-7141
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) March 6 2018 @ 06:30
6. Where did damage or injury occur? (give full description) 2900 block of S 9th st east side. Roughly 100 feet north of Wilson Ave
7. How did damage or injury occur? (give full description) Vehicle parked when city plow struck vehicle damaging mirror on passenger side.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: Plow driver, plow #65, stated "I should have made it there was plenty of room."
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: _____

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

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

No personal injury. Damage to passenger side exterior mirror on 2003 Chevy Impala

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

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

Auto:	$ 290 to 372
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 290 to 372

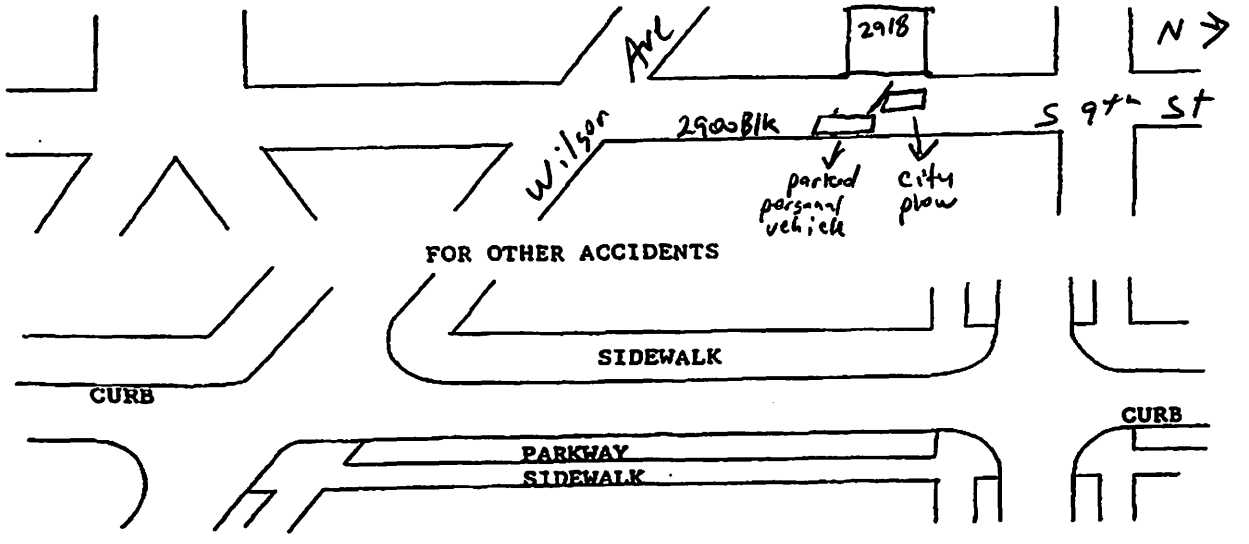
Damaged vehicle (if applicable)

Make: Chevy Model: Impala Year: 2003 Mileage: 53,000

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 Joel Hendrickse DATE March 9 2018

DATE RECEIVED 3/9/18 RECEIVED BY JW

CLAIM NO. 41-17

CLAIM

Claimant's Name:	Joel Hendrikse	Auto	$ 290 to $372
Claimant's Address:	4407 E Parke Ridge Ln Sheboygan, WI 53083	Property	$
		Personal Injury	$
Claimant's Phone No.	920-946 7141	Other (Specify below)	$
		TOTAL	$ 290 to $372

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 $ 290 to $372

SIGNED Joel Hendrikse DATE: March 9 2018

ADDRESS: 4407 E Parke Ridge Ln
Sheboygan, WI 53083

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

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

03/06/2018 04:05 PM

Owner

Owner: JOEL HENDRIKSE
Address: 4407 E. PARKE RIDGE LN
City State Zip: Sheboygan, WI 53083
Work/Day: (920)946-7141
FAX:

Inspection

Inspection Date: 03/06/2018 04:06 PM
Primary Impact: Right Side
Inspection Type:
Secondary Impact:

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com
Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:
Days To Repair: 1

Vehicle

OEM Part Price Quote ID: 29230959

2003 Chevrolet Impala STD 4 DR Sedan
6cyl Gasoline 3.4
4 Speed Automatic

Lic.Plate: 538YKC
Lic Expire:
Prod Date: 03/2003
Veh Insp# :
Condition:
Ext. Color: GALAXY SILVER PRL MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 12,519F
Lic State: WI
VIN: 2G1WF52E239345127
Mileage: 53,043
Mileage Type: Actual
Code: U4163A
Int. Color: Gray w/Heritage/Spirit Cloth Seat Trim
Int. Refinish: Two-Stage
Int. Trim Code: 92B

Options - ***AudaVIN Information Received***

AM/FM CD Player	***Air Conditioning***	Alarm System
Cruise Control	***Dual Airbags***	Dual Zone Auto A/C
Intermittent Wipers	***Keyless Entry System***	Lighted Entry System

Overhead Console	***Power Brakes***	Power Door Locks
Power Drivers Seat	***Power Mirrors***	Power Steering
Power Windows	Rear Window Defroster	Rem Trunk-L/Gate Release
Split Front Bench Seat	Tachometer	Tilt Steering Wheel
Tinted Glass	***Velour/Cloth Seats***	Wood Interior Trim

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	230	#	Mirror,Sport R/C RT # = 01, 46 >> DG7//10331491	10331491 GM Part	$166.67			0.7	SM
2	L	230	13	Mirror,Sport R/C RT	Refinish 0.7 Surface 0.6 Two-stage setup 0.1 Two-stage				1.4	RF
Manual Entries										
3	SB			Hazardous Waste	Sublet Repair	$5.00*				RF*
4	L			Flex Additive	Refinish	$6.00*				SM

4 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts			$166.67	
Other Parts			$6.00	
Paint & Materials	1.4 Hours @ $38.00		$53.20	
Parts & Material Total				$225.87
Tax on Parts & Material	@ 5.500%			$12.42

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	$58.00	0.7		0.7	$40.60	
Mech/Elec (ME)	$105.00					
Frame (FR)	$67.00					
Refinish (RF)	$58.00	1.4		1.4	$81.20	
Labor Total				2.1 Hours		$121.80
Tax on Labor		@ 5.500%			$6.70	
Sublet Repairs					$5.00	
Tax on Sublet		@ 5.500%			$0.28	
Gross Total						**$372.07**
Net Total						**$372.07**

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
OEM Part Prices DT 03/06/2018 04:06 PM EstimateID 400409927601889280 QuoteID 29230959
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.0.035 ES 03/06/2018 04:11 PM REL 8.0.035 DT 02/01/2018 DB 03/01/2018
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

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Solera

SRJJ - HEAVY TRUCK AND AUTO BODY
N7459 HWY 42
SHEBOYGAN, WI 53083
PH 920-565-3325 FX 920-565-3827
FED TAX ID 52-2389786

***** PRELIMINARY ESTIMATE *****

03/08/2018 04:29 PM

Owner

Owner: Joel Hendrikse
Address: 4407 East Park Ridge Lane
City State Zip: Sheboygan, WI 53083
Email: hendrikseja@gmail.com
Cell: (920)946-7141
FAX:

Control Information

Loss Date/Time: 03/06/2018 06:00 AM
Deductible: None
Loss Type: Collision

Inspection

Inspection Date: 03/08/2018 12:10 PM
Primary Impact: Right Side
Driveable: Yes
Inspection Type: Drive In
Secondary Impact:
Rental Assisted:

Company: SRJJ-Heavy Truck & Auto Body, LLC
Contact: Rodd Schirmer
Address: N7459 Hwy 42
City State Zip: Sheboygan, WI 53083
Email: srjjheavytruck@tds.net
Appraiser License # :
Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Repairer

Repairer: SRJJ-Heavy Truck & Auto Body, LLC
Address: N7459 Hwy 42
City State Zip: Sheboygan, WI 53083
Email: srjjheavytruck@tds.net
Contact: Rodd Schirmer
Work/Day: (920)565-3325
FAX: (920)565-3827
Work/Day: (920)565-3324

Target Complete Date/Time:
Days To Repair: 1*

Vehicle

OEM Part Price Quote ID: ****

2003 Chevrolet Impala STD 4 DR Sedan
6cyl Gasoline 3.4
4 Speed Automatic

Lic.Plate: 538-YKC
Lic Expire:
Prod Date: 03/2003
Veh Insp# :
Condition: Good
Lic State: WI
VIN: 2G1WF52E239345127
Mileage: 53,000
Mileage Type: Actual
Code: U4163A

Ext. Color: GALAXY SILVER PRL MET
Int. Color: Gray w/Heritage/Spirit Cloth Seat Trim
Ext. Refinish: Two-Stage
Int. Refinish: Two-Stage
Ext. Paint Code: 12,519F
Int. Trim Code: 92B

Options - *AudaVIN Information Received*

AM/FM CD Player	***Air Conditioning***	Alarm System
Cruise Control	***Dual Airbags***	Dual Zone Auto A/C
Intermittent Wipers	***Keyless Entry System***	Lighted Entry System
Overhead Console	***Power Brakes***	Power Door Locks
Power Drivers Seat	***Power Mirrors***	Power Steering
Power Windows	Rear Window Defroster	Rem Trunk-L/Gate Release
Split Front Bench Seat	Tachometer	Tilt Steering Wheel
Tinted Glass	***Velour/Cloth Seats***	Wood Interior Trim

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	EU	230	46	Mirror,Sport R/C RT	Replace Recycled	$93.75*			0.7	SM
2	L	230	13	Mirror,Sport R/C RT	Refinish				1.4	RF
					0.7 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					
Manual Entries										
3	SB	M60		Hazardous Waste Removal	Sublet Repair	$4.00*				SM

3 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Other Parts		$93.75	
Paint & Materials	1.4 Hours @ $40.00	$56.00	
Parts & Material Total			$149.75
Tax on Parts & Material	@ 5.500%		$8.24

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	0.7		0.7	$40.60
Mech/Elec (ME)	$78.00				
Frame (FR)	$90.00				
Refinish (RF)	$58.00	1.4		1.4	$81.20

Labor Total	2.1 Hours		$121.80
Tax on Labor	@ 5.500%	$6.70	
Sublet Repairs		$4.00	
Tax on Sublet	@ 5.500%	$0.22	
Gross Total			**$290.71**
Less: Deductible			None-
Net Total			**$290.71**

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 53083 Default
OEM Part Prices DT 03/08/2018 04:29 PM EstimateID 401140600461647872 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.414 ES 03/08/2018 06:50 PM REL 8.0.414 DT 02/01/2018
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

This is a preliminary estimate. Additional changes and or charges may be required for the actual repair.
This estimate is valid for a period of 45 days after customer notification. This is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally worn or damaged parts are discovered which may not be evident on the first inspection. Because of this the above prices are not guaranteed. Quotes on parts are current and subject to change.

Rust/Corrosion repair estimates are based on our inspection and may require panel replacement and or more labor once the work has started. We will notify customer of any additional charges or problems once repairs have started. We make every effort to repair correctly rust/corrosion on panels, but rust and corrosion may be hidden or not showing through outer body panels at time of inspection or repair. Therefore we DO NOT guarantee rust/corrosion repair work.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

Audatex a Solera company

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Solera

Alternate Part 1 YQ: 4000000100 QTY: 1 4000000100 Qty Code: 3BPCS Option
OEMPart Promo QT 000000 NOTE QTY: 1 Reference: 401 1 4000000 (3MARZ) Option:
Part Name Current

Adapter Confirmation 6 Date: 5/5/2020 06:38 PM PDT 6.0.414 QT P00: 5012
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This is a preliminary estimate. Additional repairs and or damage may be required for the actual repair.
This estimate is valid for a period of 45 days. If ... use prior notification. This is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Our policy only covers the charges listed on this estimate. In the event that additional damage is found during the repair process or if any additional charges are incurred, you will be notified prior to the work being performed. Decisions on parts are current and subject to change not be availed on the final disposition. In the case of this estimate, those are not guaranteed. Thank you for your business.

Thank you for your business.

Results/Discussion repair estimate was based on our investigation and may require additional disassembly and or more labor once the work has started. We will notify customer of any additional damages or problems once repair / have started. We make every effort to repair correctly resulting in parts, but does not consent for this right to not allowing through other body panels at time of inspection. Customer Thank you for your business.

Op Codes

* = User-Entered Value	^ = Outer Hazmat System Assign o Parts	R = Replace OEM
RD = Replace LKQ	ED = Replace Secondary	OE = Replace PDW OE Sign
UE = Replace OE Surplus	ET = Partial Replace Labor	RT = Replace PDW
EU = Replace Recycled	TE = Partial Replace Type	Rpl = Replace PDW Remove and
UM = Replace Remanufactured	I = Refill Ink	Rp = Replace PDW Remove and
UC = Replace Reconditioned	T = Tint Paint	Rt = Save Transfer
N = Aftermarket Part	Ba = Blend Panels	= Repair
TL = Flat Rate Panel	Ds = Diagnostic	R = Refinish Only
P = Check	Ag = Replacement Alloy Wheels	Rp = Replace PDW Damage

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II

4.3

R. O. No. 301 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from David Dekker for alleged damages to his right front tire when he hit a pothole on South 18th Street.

Finance/Personnel file

CITY CLERK

DATE RECEIVED 3-2-2018 RECEIVED BY JJW

CLAIM NO. 35-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 2'18 AM11:10

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: David Dekker
2. Home address of Claimant: 1731 Plainwood Drive
3. Home phone number: 920-457-7227
4. Business address and phone number of Claimant: retired
5. When did damage or injury occur? (date, time of day) 2/25/18 at 8:30 p.m.
6. Where did damage or injury occur? (give full description) Our right front tire was immediately punctured and deflated within a matter of a minute.
7. How did damage or injury occur? (give full description) We hit a pothole on South Eighteenth Street, which was approximately 5' long by 5" deep. The ~~Eff~~ occurance happen between Fire No's 4427 & 4417. We were northbound.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: South Eighteenth Street. If we would have been driving during daylight hours and another car was approaching and we were trying to avoid the pothole, we could have had a head-on collision.

   (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").

Front right tire damaged and needed to be replaced.

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

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

Auto:	$ 164.91
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 164.91

Damaged vehicle (if applicable)

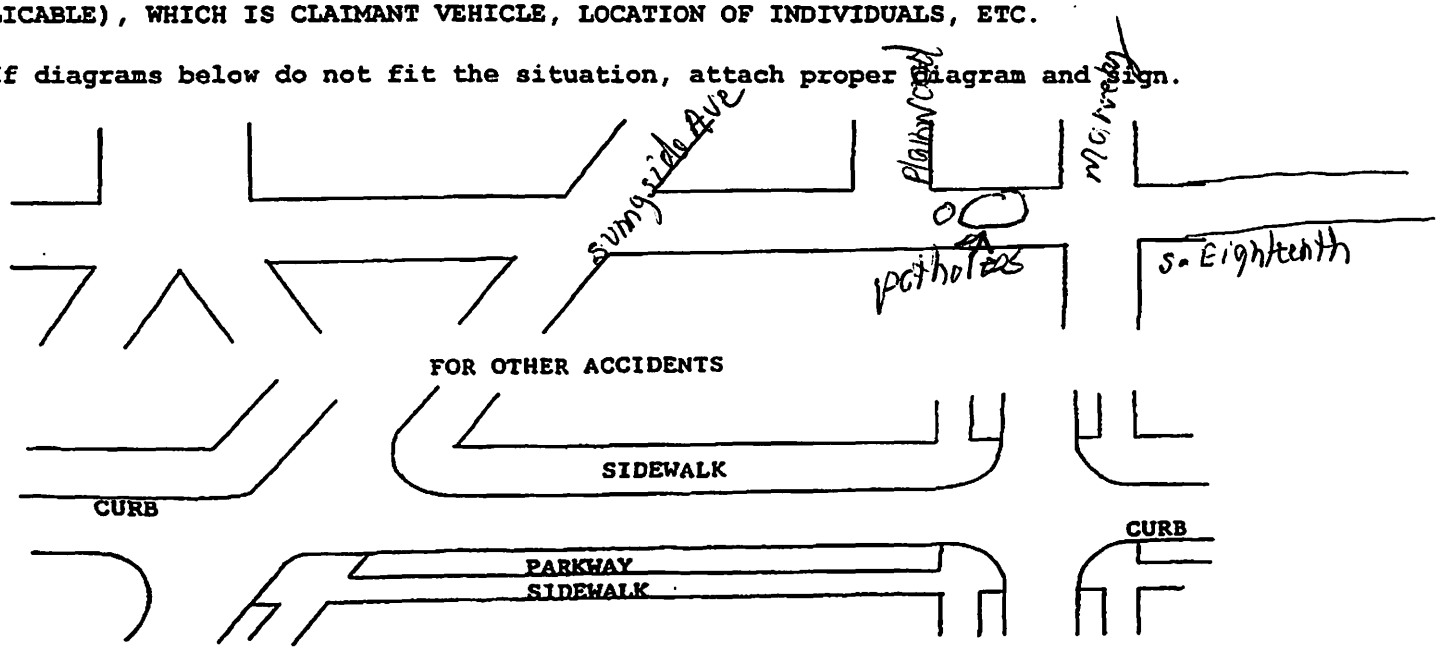
Make: Toyota Model: Prius V Year: 2014 Mileage: 60,000

Names and addresses of witnesses, doctors and hospitals:

Mary Dekker 1731 Plainwood Drive; also two neighbors walked over to see the pothole

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 David N. Dekker DATE 3/2/18

DATE RECEIVED 03-02-2018 RECEIVED BY JW

CLAIM NO. 35-17

CLAIM

Claimant's Name: David Dekker

Claimant's Address: 1731 Plainwood Drive
Sheboygan, WI 53081

Claimant's Phone No. 920.452.3111

Auto	$ 164.91
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 164.91

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 $ 164.91.

SIGNED X David N. Dekker DATE: 3/2/18

ADDRESS: 1731 Plainwood Drive Sheboygan, WI 53081

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

POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE SERVICE, INC.
ATTN: AR DEPARTMENT
P.O. BOX 1630
GREEN BAY, WI 54305-1630

POMP'S TIRE-SHEBOYGAN
4016 HWY 42

SHEBOYGAN, WI 53083

920/457-4814

INVOICE #: 70067183

PAGE: 1

CUSTOMER: DAVE DEKKER
1731 PLAINWOOD DR
482
SHEBOYGAN,WI
53081

CREATED BY SR
BUSINESS: 920/457-7227 0
VEHICLE: NO-VEHICLE
SALESMAN: STEVE REINHEIMER LICENSE: NO-VEHICLE WI
INVOICE DATE: 02/26/18 TERMS: DUE ON DELIVERY

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
215/50VR17/XL CHAMP FUEL FIGHTER F015471		1	138.32		138.32
PASSENGER SPIN BALANCE	722	1.00	12.99		12.99
RUBBER VALVE STEM OR TPMS RESET		1	2.00		2.00
PASSENGER SCRAP DISPOSAL FEE		1	3.00		3.00
Registration: Serial V66ACF14617	Quantity	1			

MERCHANDISE:	140.32
LABOR:	12.99
OTHER:	3.00
SALES TAX:	8.60
INVOICE TOTAL:	164.91

CUSTOMER COPY

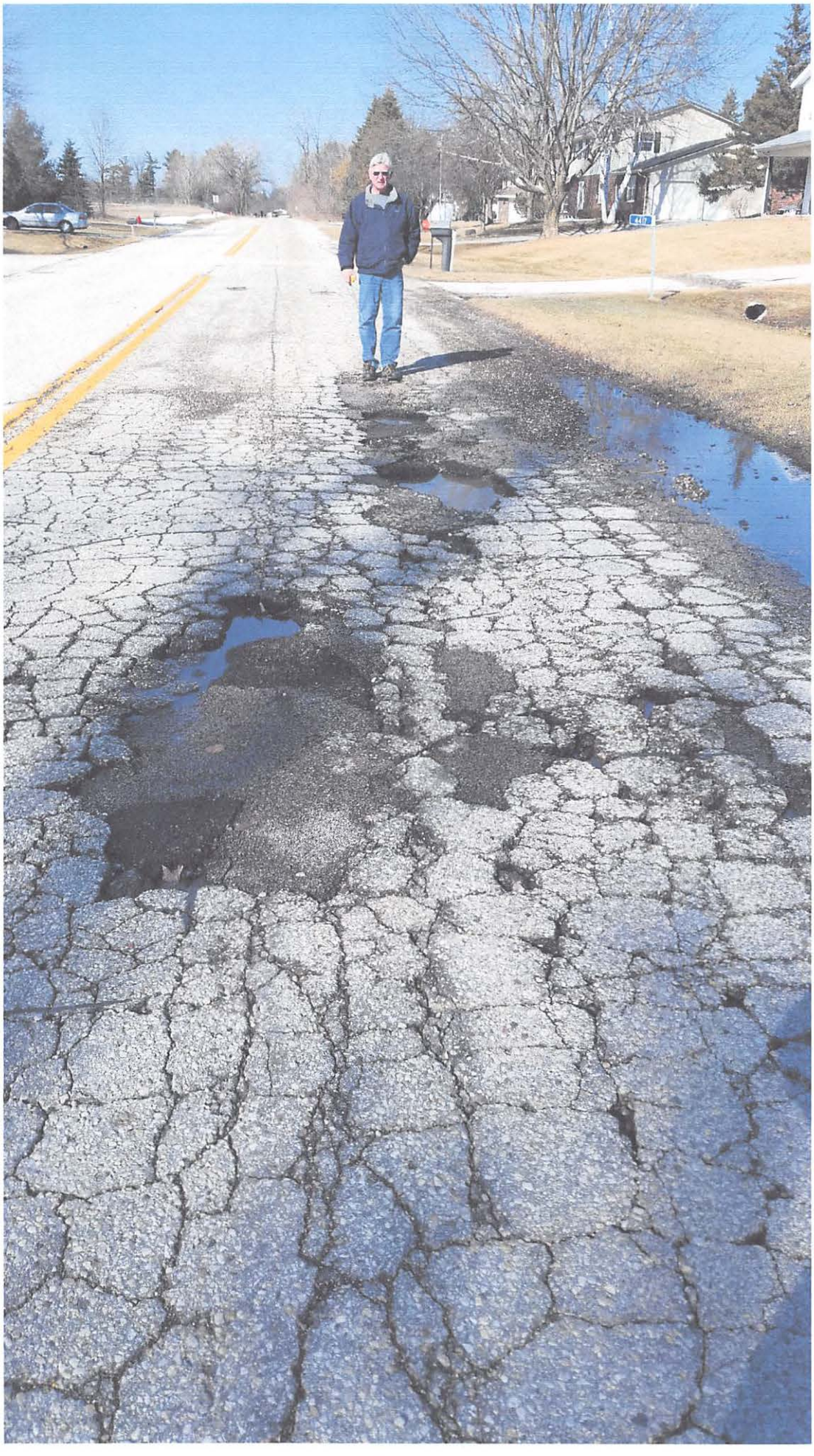
VISA/MASTERCARD/DISCOVER #1 164.91
Acct #: MasterCard****0701 Auth: SALE:01360G:5::928152154:::

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wis Dept of Agriculture, Trade and Consumer Protection, P O Box 8911, Madison, WI 53708-8911.

LUG NUTS MUST BE RE-TORQUED AFTER 50-100 MILES.

Printed Name_____ Signature_____

Rich
920.980.0198



The pothole is Almost 5' in length

The Pothole is 5" deep

The smaller pot hole is 4½" deep

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. 310-17-18 by City Clerk submitting a communication from Peter R. Mayer, on behalf of LJM, Inc., as property owner, and AMRAD, LLC, as a condominium unit purchaser, relating to the ground lease property located at 813-815 Riverfront Drive requesting approval of a condominium land division; recommends approving the request.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.1

R. O. No. 310 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a communication from Peter R. Mayer, on behalf of LJM, Inc., as property owner, and AMRAD, LLC, as a condominium unit purchaser, relating to the ground lease property located at 813-815 Riverfront Drive requesting approval of a condominium land division.

CITY CLERK

Finance & Personnel Approve

MAYER LAW FIRM, S. C.
Client First
Value Added

502 North 6th Street
Sheboygan, WI 53081-4611

(920) 980-8241
e-mail:peter@wisclawyer.com
Firm web site: wisclawyer.com

March 15, 2018

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: Condominium Land Division of Property located at 813-815 Riverfront Drive; LJM, Inc., as Owner, and AMRAD, LLC, as a Unit Purchaser

Dear Mayer Vandersteen, Alderpersons, and City Staff:

We are writing to you on behalf of LJM, Inc., as property owner, and AMRAD, LLC, as a condominium unit purchaser, relating to the ground lease property located at 813-815 Riverfront Drive requesting approval of a condominium land division.

LJM, Inc. (formerly known as LJM Architects, Inc. and also formerly known as Linde Jensen Marcheske Architects, Inc.) is the current legal owner of the leasehold interest in the property located at 813-815 Riverfront Drive in the City of Sheboygan (the "Property"). The Property is more specifically and legally described in Article III of the proposed Condominium Declaration for LJM Riverfront Condominium provided to you with this letter.

The Property has for years operated as the business location for LJM Architects, Inc. professional offices and for A Prive' beauty salon. The professional architecture business of LJM Architects was recently acquired by Distinctive Design Studio. Erik Jensen, the owner of LJM, Inc., has contracted to sell the second floor office unit to AMRAD, LLC, and retain ownership for at least the immediate future of the first floor unit. AMRAD, LLC is a new limited liability company formed by Bradley Wessell and his wife Amber Waite, which will lease the second floor unit to Brad's company, Huhn, Wessel & Company. In reviewing the Property, all of the parties and their lenders have concluded that the highest and best use of the Property is as two separate condominium units operated together under a condominium association, to enable property owner/operators instead of one investment owner. Therefore, we are submitting this request for approval of a condominium land division.

If you have any questions, please feel free to call me.

Sincerely yours,

Peter R. Mayer

PRM/s

Document Number	DECLARATION OF CONDOMINIUM OWNERSHIP AND COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LJM RIVERFRONT CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (the "Act") this ___ day of April, 2018, by LJM, Inc., a Wisconsin corporation formerly known as LJM Architects, Inc. and also formerly known as Linde Jensen Marcheske Architects, Inc. (the "Declarant").

ARTICLE I.
STATEMENT OF DECLARATION.

The purpose of this Declaration is to submit the real estate described in Article III and the improvements constructed on the real estate to the condominium form of ownership in the manner provided by the Act and this Declaration.

Declarant hereby declares that it is the sole owner of the ground leasehold interest in the real estate described in Article III, and is the sole owner of all buildings and improvements on the real estate (together the "Condominium") which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, mortgaged, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Condominium.

This space reserved for Recording Data

Name and Return Address

Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

Part of 59281 1109920
(Parcel Identification Number)

ARTICLE II.
NAME OF CONDOMINIUM.

The Condominium shall be known as **LJM Riverfront Condominium (the "Condominium").** The Condominium is located in the City of Sheboygan, Sheboygan County, Wisconsin, upon the parcel of real estate legally described below, which is located at the building 107 feet South of the South right-of way line of New Jersey Avenue extended East, 68 feet East of the West right-of-way line of South 7th Street extended South, and West of the Sheboygan River, with a assigned street address of 813-815 Riverfront Drive, Sheboygan, Wisconsin.

ARTICLE III.
LEGAL DESCRIPTION OF PROPERTY.

The real estate subject to Condominium covenants by this Declaration is legally described as follows:

> The leasehold interest in and to the premises created by Ground Lease recorded in Volume 1083 of Records, on pages 908/21 described as: the site upon which the building is located, measuring approximately 28 feet North to South, by approximately 72 feet East to West located approximately 107 feet South of the South right-of-way line of New Jersey extended East to the Sheboygan River and 68 feet East of the West right-of-way line of South 7th Street extended 5 feet South, together with an easement over the adjacent 5 feet for purposes of access for repair, maintenance and building improvements, which is a part of Lots 5 and 6, Block 210, Original Plat of the City of Sheboygan (the "Real Estate").

The Real Estate is also described in the Condominium Plat attached hereto as Exhibit A and made a part of this Declaration (the "Condominium Plat").

ARTICLE IV.
DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS.

Section 4.1 Description of Buildings.

(a) Definition. The Real Estate has dimensions of the building footprint of 28 feet North to South and 72 feet East to West, along with an easement over the adjacent 5 feet on all sides, including an easement for maintenance and encroachment for the overhang of the porch, all as more specifically identified on the first sheet of the Condominium Plat attached hereto as Exhibit A. The Declarant has constructed, completed the construction, and obtained a certificate of approval from the ground lessor for one (1) building on the Real Estate described in Article 3 above and in the approximate location identified in Article 2 above and on the first sheet of the Condominium Plat attached hereto as Exhibit A. The building is two (2) stories in height without a basement, shall contain two (2) units, and was constructed principally as a wood frame building with siding and trim, and the roof of the building is covered with asphalt composition roofing shingles (the "Building"). The Building and two (2) units are more fully described by the perimeter outline, dimensions, and square footage depicted upon the Condominium Plat attached hereto as Exhibit A.

(b) Identification. The approximate area of the Building, the location, and further details identifying and describing the Building are as set forth in the Condominium Plat, subject to the provisions of paragraph 4.2(a) below relating to Section 703.32(1), Wis. Stats. and "as built" locations of the Building.

Section 4.2 Description of Units.

(a) Definition. A unit is that part of the Real Estate and a Building intended for individual, private use, comprised of certain cubicles of air at one level of space, having outer boundaries formed by the interior surfaces of exterior walls (along with all windows, window frames, doors, and door frames, of the respective unit), the center of any vertical interior perimeter walls between any two units, the floor boundary extending to four (4) inches beneath the surface of the floor, and the interior surface of the ceiling below the roof trusses (excluding the exposed interior roof rafters and exposed structural framing beams), as such boundaries are shown upon the Condominium Plat or exist "as built" by Declarant, together with all fixtures and improvements contained within the Unit, including the right of ingress thereto and egress therefrom (together the "Unit"). Pursuant to Section 703.32(1), Wis. Stats., each Unit is ultimately and finally determined by the foregoing specified boundaries in the "as built" location constructed by Declarant. Notwithstanding anything in the Condominium Plat to the contrary, the "as built" unit boundaries shall control in the event of any conflict. Each Unit shall consist of designated commercial space, all as more specifically depicted upon the Condominium Plat and shall have additional deck, veranda, or patio space and as a Limited Common Element, along with any other designated Limited Common Element space. Parking shall be available by arrangement of the Unit Owners or the Association with the either designated municipal parking authority or ground lessor as either general public parking or assigned parking spaces. For purposes of insurance policy coverage, each Unit shall include: (a) all exterior and interior walls, windows, and doors; (b) roofs of buildings; (c) all floor surface and carpeting and other floor coverings and window treatments located within the Unit; (d) all electrical wiring and fixtures, plumbing and fixtures, hot water heaters, heating, ventilating, and air conditioning systems serving a Unit or providing service in common to the Building; (e) all appliances located within the Unit; (f) all decks, verandas, patios, canopies, and porches assigned as Limited Common Elements for the Unit; and (g) any parking spaces leased by the Unit Owner.

(b) Identification. Each Unit is designated as set forth in the Condominium Plat, either as Unit 1 or Unit 2. The approximate area of each Unit, the related Limited Common Elements initially designated for that specific Unit, immediate common elements to which the units have access, and further details identifying and describing the Units are as set forth in the Condominium Plat, subject to the provisions of paragraph (a) above.

(c) Legal Description. Units shall be identified by the Unit number specified on the Condominium Plat. For example: Unit 1, LJM Riverfront Condominium or Unit 2, LJM Riverfront Condominium.

Section 4.3 Common Elements and Facilities.

(a) Description. Notwithstanding any depiction on the Condominium Plat to the contrary, the common elements and facilities shall consist of all improvements and appurtenances, except the Buildings and the individual Units, fixtures, and improvements therein (as defined in Section 4.2), and the Limited Common Elements and the fixtures and improvements designated for such Unit (as defined in Section 4.4), and shall include, without limitation, the remainder of the Real Estate, including without limitation (1) those portions of the Real Estate which from time to time are developed, constructed or maintained as private entrances, walkways, and paths, (together the "Access Areas"), (2) those portions of the Real Estate which from time to time are developed, constructed or maintained as common or

non-exclusive fixtures or improvements, including without limitation, any landscaped areas, landscaping planted or growing upon the Real Estate, canopies, exterior steps, interior stairways, common mailboxes, lighting poles and lamps, exterior signage, and if provided by the Condominium Association, then such exterior benches, picnic tables, additional patios and decks which are not designated as Limited Common Elements, and outdoor furniture (together the "Common Improvements"), (3) any utility services provided to or available for more than one Unit Owner, including without limitation any of the following which are in the future located at the Real Estate and are non-exclusive: (a) storm drains, inlets and sewers, (b) sanitary sewers, mains, and laterals, (c) water mains, pipes, laterals and hydrants, (d) fire loops and hydrants, (e) electrical and gas lines, wires and appurtenances, (f) telephone, cable, internet, master antenna, and other forms of signal transmission lines and appurtenances, (g) common heating, ventilating, and air conditioning, (h) utility controls, switches and meters, (i) any equipment, machinery, fixtures, and improvements which are used or to be used to deliver utility services to more than one Unit (together the "Utilities"), (4) the exterior portions of the Buildings, other than windows, window frames, doors, and door frames of the respective Unit, and (5) the structural roof rafters and structural framing beams, even if exposed in the interior of a Unit.

(b) Easements. Each Unit Owner shall have and possess a valid, non-exclusive easement over, across, and upon the Access Areas and such other required portions of the common elements and facilities and Limited Common Elements for the purposes of pedestrian ingress, egress, passage and traffic in, upon, over, across and through the Real Estate, and providing access to, from and between a Unit and the public roads and streets located adjacent to the Condominium (together the "Access Easement"); provided that the rights of the Unit Owner under the Access Easement shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws, including without limitation any designated access routes designed to reduce disruption of other Unit Owners or to maintain the exclusive use of Unit space. Each Unit Owner shall have and possess a valid, non-exclusive easement over, across, and upon (1) the Access Areas, (2) such other required portions of the common elements and facilities, including without limitation any connections to the common Utilities, (3) the appurtenant Limited Common Elements of that Unit, and (4) if reasonable and necessary, the Limited Common Elements appurtenant to another Unit; provided that the rights of the Unit Owner under the Utility easement shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws. The Unit Owner for Unit 1 shall have a non-exclusive easement thru the Limited Common Elements appurtenant to Unit 2, after 24 hours prior verbal notice to the Unit Owner of Unit 2 or its designated representatives except in case of emergency in which case notice shall be given as soon as reasonably practical, for purposes of obtaining access to the Unit 1 Utility facilities located within the Unit 2 first floor Limited Common Element space (the "Unit 1 Utility Easement"). The Condominium Association shall have and possess a valid, non-exclusive easement over, across, and upon (1) the Access Areas, (2) the common elements and facilities, (3) the Limited Common Elements, and (4) if reasonable and necessary, the Units, all for the purposes of the installation, repair, maintenance, alteration, operation, removal, and replacement of the Utilities and as may from time to time be necessary for repair, reconstruction, and maintenance of the Condominium (together the "Condominium Easement").

(c) Use. Each Unit Owner shall have and possess a valid right to the non-exclusive use and enjoyment of the common elements and facilities, including without limitation the Access Areas and Common Improvements; provided that the use is at all times fully in compliance with this Declaration, the By-Laws of the Condominium Association, any rules and regulations properly adopted pursuant to the By-Laws, is consistent with reasonable residential use of the Condominium, does not constitute a nuisance, does not interfere with or materially adversely affect the rights and interests of any other Unit Owner, the Condominium Association, the Declarant, and does not violate any applicable law, statute, code, or ordinance.

Section 4.4 Limited Common Elements.

(a) Description. Notwithstanding any depiction on the Condominium Plat to the contrary, a portion of the common elements and facilities are designated as "Limited Common Elements." The Limited Common Elements are located exterior to the Unit and are reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenant, to the exclusion of the other Units in the Condominium, but subject at all times to the provisions of Section 4.3, including without limitation the Access Easement and the Unit 1 Utility Easement. The Limited Common Elements consist of any entrances, covered porches, decks, verandas, and patios appurtenant to only one or two Units, and any Unit mailbox within a mailbox cluster. The Unit Owner of Unit 2 shall have a designated Limited Common Element space on the first floor of the Building, which shall be appurtenant to its Unit for exclusive Unit access, exclusive meeting space, and limited access to Utilities for both Unit Owners and their authorized and approved agents (the "Unit 2 Interior LCE"). The use of any Limited Common Elements which are shared by both Units, if any, shall at all times be fully in compliance with this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly adopted pursuant to the By-Laws, including without limitation any rules designed to reduce disruption of the other Unit Owner. The Condominium Association may from time to time construct, designate and provide within the common element a storage space assigned to a Unit, which shall then also be a Limited Common Element for that Unit. The storage space shall not be used to store any dangerous, hazardous, or flammable materials, shall only be used for the storage of items owned by the Unit Owner, and all items shall be located within and not in front of the storage space.

(b) Use. The manner of use of the Limited Common Elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Condominium Association, and no Unit Owner shall alter, remove, repair, decorate, landscape, or adorn any Limited Common Element, except for modifications by the Unit Owner of Unit 2 to the interior Limited Common Element appurtenant to its Unit to create meeting space and limited access areas, or permit such, in any manner contrary to such By-Laws and rules and regulations, or in any manner which is not consistent with the common design elements of the Condominium. Except as otherwise allowed under this paragraph, no changes or alterations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Condominium Association, which approval may be given upon such terms and conditions as the Condominium Association deems appropriate.

ARTICLE V.
PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the common elements and facilities and Limited Common Elements as a tenant in common with the other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and Limited Common Elements for all purposes incident to the use and occupancy of his/her/their Unit as a place of business, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his/her/their Unit. The fraction of such undivided interest (the "Allocated Interest") in the common elements and facilities and Limited Common Elements relating to each Unit and its owner for all purposes, except for proportionate payment of common expenses which is more specifically described in Article XI, shall be as follows: fifty percent (50%) per Unit. The Allocated Interest shall not in any event be adjusted from the foregoing allocation based upon the dissimilar sizes, values, or features of the Units, it being the intent of the Declarant to specifically determine the Allocated Interest based primarily upon the number of Units within the Condominium. Unit Owners, his/her/their tenant, and their owners, members, shareholders, officers, employees, customers, clients, agents, invitees, and guests (together "Agents"), shall not hinder or encroach upon the lawful rights of any other Unit Owner or such Unit Owner's Agent with respect to such Unit, with the exception of the Limited Common Elements as described in this Declaration.

ARTICLE VI.
ASSOCIATION OF UNIT OWNERS.

Section 6.1 Membership, Duties, and Obligations. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners to be known as **LJM RIVERFRONT CONDOMINIUM OWNERS ASSOCIATION** (the "Condominium Association"), which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and Limited Common Elements. The Condominium Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Unless and until incorporation, the Condominium Association shall be an unincorporated association. Each Unit Owner and the occupants of the Unit shall abide by and be subject to all of the rules, regulations, duties, and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

Section 6.2 Voting Rights. Each Unit shall be entitled to one (1) vote at meetings of the Association. Only one (1) membership and one (1) vote shall exist for each Unit. If there exists more than one owner of a Unit, then the owners shall determine between themselves who has the right to cast the one vote or may divide their vote in relation to their ownership interest, but in no event shall the owner of any one Unit, if there be more than one, have more than one vote. Unanimous agreement of multiple owners is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the other owners to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata. For purposes of this Section 6.2, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Register of Deeds for Sheboygan County. The respective rights, qualifications, and obligations of the members shall be as set forth in the By-Laws of the Association.

Section 6.3 Condominium Association Personnel. The Condominium Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Condominium Association may contract for common services or utilities as may be required for each Unit.

Section 6.4 Voting Deadlock Provisions. In the event that the Unit Owners are deadlocked on a vote, then the existing status quo shall continue until such time that the deadlock has been broken. After a deadlock vote, either Unit Owner shall have the right to assert that the deadlock materially affects that Unit Owner or the Association. In the event of (i) a deadlock vote on a decision which is asserted to materially affect a Unit Owner or the Association, then a three-person advisory panel shall be appointed, with each Unit Owner selecting one advisor and the two advisors selecting a third. The recommendation of the advisory panel shall not be binding upon the Association or

the Unit Owners but shall be provided prior to any action for Arbitration. In the event that a deadlock continues for more than one year and three-person advisory panel has been unable to resolve the deadlock and confirms that the matter is material, it is hereby agreed that the deadlock shall be referred to the American Arbitration Association, or such other dispute resolution agency as the parties shall agree, for arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including reasonable attorney's fees for having to compel arbitration or defend or enforce the award.

ARTICLE VII.
PURPOSE AND USE OF BUILDINGS AND UNITS.

Section 7.1 Purpose of Buildings and Units. The Condominium and the Units are intended for and restricted to commercial use as governed by the terms and conditions contained herein, the applicable zoning ordinances of the City of Sheboygan, the ground lease requirements, and in the By-Laws of the Association. The use of the Units, Limited Common Elements, and common elements and facilities shall comply with the City of Sheboygan Ordinances, any other applicable municipal ordinance, and any other restrictions as contained in the Condominium Association's By-Laws and any rules and regulations adopted by the Condominium Association. No use may unreasonably interfere with the use and enjoyment of the common elements and facilities, Limited Common Elements, or other Units by the other Unit Owners. There shall be no storage of material outside of a Unit, except only in the Unit 2 Interior LCE, or as permitted by the Condominium Association, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium, create or otherwise constitute a material risk of harm to other Unit Owners or constitute a nuisance.

Section 7.2 Leasing. A Unit Owner may lease all of his/her/their Unit, provided, however, that all of the following conditions are fully satisfied: (1) after leasing, such use by a tenant is consistent with this Article, the Declaration, and the Condominium Association By-Laws, and in compliance with the applicable zoning ordinances of the City of Sheboygan and the ground lease requirements, (2) such tenant shall at all times fully comply with this Article, the Declaration, the Condominium Association By-Laws, and any rules and regulations adopted pursuant to the By-Laws, and the tenant shall be similarly obligated under Section 14.13 relating to remedies in the event of violation, (3) the Unit Owner shall have no right to lease only the Limited Common Element of a Unit, (4) any leases shall be for periods of not less than six (6) months except as otherwise provided in the Bylaws, (5) the Association may require the lease to be on a prescribed form, and (6) prior verbal notice of the identification of tenants shall be given to the other Unit Owner so that the proper security of the common elements is provided. In addition, if restricted by the By-Laws, any lease of a Unit shall be only for the designated uses of the Unit, unless prior written consent of the other Unit Owner is first obtained.

ARTICLE VIII.
PROVISIONS AS TO REPAIRS AND MAINTENANCE.

Section 8.1 Individual Units and Limited Common Elements. Each Unit Owner shall be responsible for maintaining, repairing, replacing, and keeping the Unit and all of the fixtures, improvements, and appurtenances located within the Unit or upon the Limited Common Elements, in good order, condition, and repair consistent with the high quality nature of the Condominium, and shall be responsible for decorating, painting, and keeping the interior of the Unit, fixtures and improvements of the Unit, and Limited Common Elements in good repair, aesthetically pleasing, and consistent with the original design and plans; provided, however, that the Association shall have the right to require that the exterior Limited Common Elements are maintained under maintenance contract to assure consistent exterior appearance. Each Unit Owner shall be responsible for the maintenance, repair, or replacement of any individual sewer and water laterals and pipes exclusively serving a Unit, plumbing fixtures, water heaters exclusively serving a Unit, furnaces exclusively serving a Unit, fireplaces and chimneys exclusively serving a Unit, doors and windows for a Unit or Limited Common Element (including replacement of broken glass), screens and screening, lighting fixtures, heating and air conditioning equipment exclusively serving a Unit, or other equipment which may be in or exclusively serve the Unit, along with any Utilities exclusively serving a Unit. Any Utilities serving only one Unit shall be constructed, installed, maintained, repaired, replaced, and kept in good, safe, and orderly condition and repair, by and at the sole cost and expense of the individual Unit Owner, at a standard appropriate for the high quality nature of the Condominium, whether located within the Unit or upon the Limited Common Elements of the Unit. Each Unit Owner shall be responsible for keeping the Limited Common Elements in good order, condition, and repair, subject to the Condominium Association's assumption of responsibility for such maintenance, repair, and landscaping pursuant to a maintenance contract approved by the Condominium Association (the "Maintenance Contract"). In the event that the Condominium Association approves a Maintenance Contract, then the Unit Owner shall at all times act in accordance with such Maintenance Contract and shall not in any way interfere with the services, work or efforts of any contractors or agents working on the Common Areas, Limited Common Elements, or the Units, pursuant to the Maintenance Contract.

Section 8.2 Common Elements and Facilities. The Condominium Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include: (a) all painting, repair, maintenance, and if applicable the

plowing, of Access Areas upon the Common Elements and the decks, verandas, and patios which constitute Limited Common Elements, (b) the planting, preservation, conservation, maintenance, and upkeep of the Real Estate, including without limitation all common landscaping, whether upon the Limited Common Elements or upon the Common Elements, and (c) any constructing, installing, maintaining, repairing, replacing, and keeping the Access Areas, Common Improvements, and Utilities, in good order, condition, and repair consistent with the high quality nature of the Condominium, including without limitation any maintenance, repair, and if necessary replacement, of the exterior portions of the Buildings, including without limitation the exterior facade and the roof, but specifically excluding the windows, window frames, doors, and door frames of the respective Unit (together the "Condominium Management").

Section 8.3 Prohibition Against Changes By Owner. A Unit Owner shall not, without first obtaining the written consent of the Condominium Association and such other approvals as may be required, make or permit to be made any alternations, changes, or improvements to the exterior of the Building, or any material interior portion which affects the structural integrity of the Building, or to any other exterior fixtures or improvements whether at the Unit or Limited Common Elements, or to any common elements and facilities; provided, however, that the Unit Owner can and shall make such alternations, changes, or improvements for maintenance, repair, and replacement required pursuant to Section 8.1. A Unit Owner shall not perform, or allow to be performed, any act or work, or allow the installation or placement of personal property within a Unit, which will impair the structural soundness or integrity of the Building, or the safety of the Condominium or Unit Owners, or impair any easement or hereditament, without the prior written consent of the Condominium Association.

Section 8.4 Entry for Repairs. The Condominium Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions for any maintenance, construction or repair of Utilities or for any other matters for which the Condominium Association is responsible, including without limitation the Condominium Management. Such entry shall be made with prior notice to the Unit Owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the Unit Owner and Unit Owner's Agents as practical; provided that no prior notice or non-interference shall apply with respect to services or work performed pursuant to a Maintenance Contract. Any damage to a Unit caused by the Condominium Association shall be repaired by the Condominium Association and treated as a common expense except as allocable to an individual Unit or Units.

Section 8.5 Utility Bills. Each Unit Owner, or its Agents, shall pay for all telephone, electrical, gas, cable, communications and other utility services which are separately metered or billed to each user by the respective utility company, or are appropriately billed or charged by the Condominium Association to a Unit Owner based upon that Unit Owner's responsibility for any costs, expenses, and damages to the Utilities. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

Section 8.6 Unit Owner's Rights With Respect to Interiors. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish and decorate the interior surfaces of the Unit and all walls, ceilings, floors, and doors within such boundaries.

Section 8.7 Indemnification. Each Unit Owner, with respect to its Unit, including without limitation the Limited Common Elements, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold the other Unit Owner and its Agents, the Condominium Association, their successors, assigns, tenants and occupants, harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of or in any way related to personal injury, death or damage to property occurring upon the Unit, including without limitation the Limited Common Elements, or otherwise relating to the failure by such party to maintain the Unit in a safe and proper condition. Each party shall give each other party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

Section 8.8 Insurance. Each Unit Owner, for and with respect to its Unit, including without limitation the elements of the Unit as defined in Section 4.2(a) for purposes of insurance and the Limited Common Elements, shall procure and maintain in full force and effect general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its Unit, including without limitation the Limited Common Elements, with reasonable limits of the policies which conform to the requirements that the policies cover full insurable value and are sufficient for the Unit Owner to comply with the requirements for repair and reconstruction under Section 9.1. Upon the written request of the Association, a Unit Owner shall provide certificates of such insurance. The policy required by this Section shall name the Condominium Association as an additional insured and shall include an endorsement to the effect that the insurer agrees to notify Condominium Association not less than ten (10) days in advance of any cancellation or non-renewal of the policy. Provided that the insurance coverage is not thereby invalidated, each Unit Owner, for itself and its insurer, hereby releases the Association and Declarant from and against any and all claims, demands, liabilities or obligations whatsoever to the extent that such damage or loss is covered by the insurance which the Unit Owner carries.

ARTICLE IX.
DESTRUCTION AND RECONSTRUCTION.

Section 9.1 Unit Destruction and Reconstruction. In the event of a partial or total destruction of a Unit (including without limitation the elements of the Unit as defined in Section 4.2(a) for purposes of insurance), or equipment, fixtures, or improvements upon the appurtenant Limited Common Elements, the damage or destruction shall be repaired and rebuilt by the Unit Owner as soon as practicable and substantially to the same design, plan, and specifications as originally built. On reconstruction, the design, plan, and specifications of any building or Unit may vary from that of the original only after first obtaining the written consent of the Condominium Association.

Section 9.2 Common Element Destruction and Reconstruction. In the event of a partial or total destruction of equipment, fixtures, or improvements upon the Real Estate, except for within a Unit under Section 9.1, it shall be repaired and rebuilt by the Condominium Association as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless a vote is taken by the Condominium Association authorizing the Board of Directors to take other action. On reconstruction, the design, plan, and specifications of any building or Unit may vary from that of the original after first obtaining such approvals as may be required; and the location shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Condominium Association and collected for damage or destruction to the Building, Access Areas, Common Improvements, and Utilities shall be available to the Condominium Association for the purpose of repair or reconstruction, as provided in Article X. The Condominium Association shall have the right to levy assessments as a common expense in the event that the proceeds of any insurance collected (excluding deductibles) are insufficient to pay the estimated or actual costs of repair or reconstruction required to be completed by the Condominium Association.

ARTICLE X.
INSURANCE.

The Board of Directors of the Condominium Association shall provide and maintain fire and broad form extended coverage insurance on the Common Areas, including without limitation the Building (excluding the elements of the Unit as defined in Section 4.2(a) for purposes of insurance), the Access Areas, Common Improvements, and Utilities. Such insurance shall be obtained in the name of the Condominium Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Condominium Association, and their respective servants, agents, and guests, and that the insurance cannot be canceled, invalidated, nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Condominium Association giving it an opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value and sufficient for the Condominium Associate to comply with the requirements for repair and reconstruction under Section 9.2.

If the insurance coverage is available to combine protection for the Condominium Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he/she/they direct(s) the Board of Directors to include in such policies for his/her/their additional protection. Once a combined protection policy has been put in place, the coverage shall continue in such manner unless the Unit Owners unanimously agree to no longer continue such combined protection policy. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his/her/their own expense, to provide any additional insurance coverage on his/her/their improvements which will not duplicate any insurance provided by the Condominium Association.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and Limited Common Elements, including without limitation the Access Areas, Common Improvements, and Utilities, in such amounts as may be determined at the discretion of the Board of Directors from time to time.

ARTICLE XI.
UNIT OWNER LIABILITY FOR COMMON EXPENSES.

Section 11.1 Assessment for Common Expenses. The costs of administration of the Condominium Association, liability, fire and extended coverage insurance premiums, lawn care, landscaping, trash service, snow removal, repair, maintenance, and other expenses of the common elements and facilities and Limited Common Elements, including any Maintenance Contract and common services provided to the Unit Owners, and any and all other items, costs, and expenses included or contemplated within the Condominium Management described in Section 8.2, shall be paid for by the Association. The Condominium Association shall make assessments against the Unit

Owners and the Units for such common expenses in proportion with the percentage of the undivided interest in the common elements and facilities and Limited Common Elements relating to each Unit, based upon the Allocation and in the same percentages of the Initial Condominium Dues paid by Unit Owners as follows: $_____ per Unit, and after the Initial Condominium Dues then in the manner provided in the By-Laws of the Association. Special assessments for capital improvements shall be used to defray, in whole or in part, the common expenses for the costs of reconstruction, repair or replacement of capital improvements on the common elements or Condominium Association property, and the construction or purchase of new capital improvements, but may be levied only upon unanimous affirmative vote of the Unit Owners at a meeting duly called for that purpose in accordance with the provisions of the By-Laws of the Association. No Unit Owner may exempt himself/herself/themselves or his/her/their unit ownership from liability for his/her/their contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements and facilities and Limited Common Elements or by abandonment of his/her/their Unit; and no conveyance shall relieve the Unit Owner-grantor or his/her/their Unit of such liability, and he/she/they shall be jointly, severally, and personally liable along with his/her/their grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his/her/their Unit have been paid.

Section 11.2 Payment and Collection of Assessments. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Condominium Association to meet estimated common expenses of the Condominium Association for the ensuing year; provided, however, if prorated and billed monthly, the assessments shall not be considered due until the respective installment payment dates. Should the annual assessments be determined insufficient to pay the common expenses, the Board of Directors of the Condominium Association may increase the amount thereof, and thereupon shall give written notice of such action to the Unit Owners. In the event the Board of Directors determines that excess assessments have been made or assessed to the Unit Owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessments collected or due for which there are no existing or projected common expenses within a five-year period, necessitating the payment of such funds or for which no specific contingency exists. Excess assessments shall be distributed on the same basis as they were collected from the Unit Owners. Additionally, the Board of Directors may make such repayments in their discretion, with due regard for past payment pattern and future needs. In the event of delinquency in payment, the Condominium Association may accelerate annual assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. All assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act. If not paid by the date due, the assessment for common expenses shall include such interest as the Condominium Association may impose in the By-Laws for delinquencies, the costs of collection, and actual attorney fees, and shall constitute a lien on the Unit and the related individual interest in the common elements and facility appurtenant thereto against which it is assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

Section 11.3 Certificate of Status of Assessments. The Condominium Association shall furnish, upon request of a Unit Owner or such other persons who may have a bona fide interest in the status of such assessments, a Certificate signed by an officer (other than an owner of the unit for which requested) of the Condominium Association setting forth as a specified date the amount of unpaid or excess assessments on a specified unit.

ARTICLE XII.
EASEMENTS, RESERVATIONS, AND ENCROACHMENTS.

Section 12.1 Utilities. Easements, including without limitation, the Access Easement, the Utility easement, the Unit 1 Utility Easement, and the Condominium Easement are hereby declared and granted for the benefit of the Unit Owners, the Condominium Association, and the Declarant.

Section 12.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the common elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the Building containing such Unit shall remain standing, and Unit and common element boundaries shall be as provided in the Act.

Section 12.3 Binding Effect. All easements and rights described in this Section 12 are easements appurtenant, running with the land, and are subject to the reasonable control of the Condominium Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, their successors and assigns, and on all Unit Owners, purchasers, and mortgagees, and their heirs, personal representatives, successors and assigns, and shall be binding upon the Unit Owner's tenants, invitees and guests. The Condominium Association and the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 12. By acceptance of a deed of conveyance of a Unit, each Unit Owner agrees on their own

behalf, and on behalf of their heirs, personal representatives, successors and assigns, tenants, invitees, and guests to abide by the terms, conditions, restrictions, covenants, and easements set forth in this Declaration, the By-Laws of the Condominium Association, and any rules and regulations properly promulgated by the Association

ARTICLE XIII.
EXPANSION.

Declarant hereby confirms that there shall be no right to expand the Condominium.

ARTICLE XIV.
GENERAL PROVISIONS.

Section 14.1 Partition of Common Elements Prohibited. There shall be no partition of the common elements and facilities and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided or separated.

Section 14.2 Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements. The percentage of the undivided interest in the common elements and facilities and Limited Common Elements shall not be separated from the Unit to which it pertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his/her/their interest in the Unit and his/her/their corresponding percentage of ownership in the common elements and facilities and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Section 14.3 Failure of Condominium Association to Insist on Strict Performance Not Waiver. The failure of the Declarant or the Condominium Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition, or restriction, but such term, covenant, condition, restriction shall remain in full force and effect. The receipt by the Condominium Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Condominium Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 14.4 Amendments to Declaration. Except as otherwise provided by the Act with respect to termination of the condominium form of ownership, this Declaration may be amended by an affirmative unanimous vote and written consent of all votes entitled to be cast by members of the Condominium Association and written consent of their respective mortgagees. Copies of amendments shall be certified by the Board of Directors of the Condominium Association in a form suitable for recording. The amendment shall be recorded with the Register of Deeds for Sheboygan County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his/her/their address on file with the Association.

Section 14.5 Notices. All notices and other documents required to be given by this Declaration or the By-Laws of the Condominium Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All owners shall provide the Board of Directors of the Condominium Association with an address for mailing or service of any notice or other documents and the Board of Directors shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with it.

Section 14.6 Termination of Condominium Plan. This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 14.7 Other Assessments. Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments shall be paid by the Condominium Association as a common expense, and the share thereof allocated to each Unit as provided in this Declaration shall become and be added to the assessments against each Unit. Any rents due under the ground lease shall be paid by the Condominium Association as a common expense, and the share thereof allocated to each Unit as provided in this Declaration shall become and be added to the assessments against each Unit.

Section 14.8 Real Estate Taxes. Unless real estate taxes shall be taxed separately to each Unit Owner on an ad valorem basis determined by the assessed value of the Unit, the appurtenant Limited Common Elements, the Allocated Interest in the common elements and facilities, any real estate taxes shall either be paid as a part of the ground lease rents under Section 14.7 or shall be paid by the Condominium Association as a common expense, and the share thereof allocated to each Unit as provided in this Declaration shall become and be added to the assessments against each Unit.

Section 14.9 Service of Process. The person to receive service of process upon the Condominium Association shall be to the owner of Unit 2, unless otherwise agreed by the Unit Owners. The members of the Condominium Association may from time to time designate a successor to receive service of process, which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

Section 14.10 Severability. In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

Section 14.11 Captions. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

Section 14.12 Right of First Refusal. Each Unit Owner hereby grants to the other Unit Owner, a right of first refusal on the sale of his/her/their/its Unit under the following terms and conditions. In the event that a Unit Owner desires to sell a Unit, the selling Unit Owner shall give ten (10) days prior written notice to the other Unit Owner via first class mail and via certified mail (or such similar mail service then offered by the U.S. Postal Service) (the "Notice of Offer") of the proposed amount of the purchase price at which the Unit is being offered for sale (the "Purchase Price"). The other Unit Owner personally, and only the Unit Owner receiving the Notice of Offer, shall have the legal right, exercisable by sending written notice to the selling Unit Owner, via first class mail and via certified mail (or such similar mail service then offered by the U.S. Postal Service) to the notice address then on file in the records of the Association, within ten (10) days of the Notice of Offer, along with a nonrefundable deposit of money by cashier's check or other recognized "good funds" based upon five (5%) percent of the Purchase Price (the "Purchase Deposit") in the certified mail envelope (together the "Notice of Exercise"), to purchase the Unit upon the following terms and conditions: (a) the remainder of the Purchase Price shall be paid in good funds at Closing, (b) the Closing shall occur within forty (40) days of the Notice of Offer, and (c) subject to the other terms and conditions set forth in a standard condominium Offer to Purchase then used in Sheboygan County. If the other Unit Owner does not deliver the Notice of Exercise, including the Purchase Deposit, within ten (10) days of the Notice of Offer, then the selling Unit Owner, or his representatives or beneficiaries, shall have the right to sell the Unit during the next twelve (12) months, at or above the Purchase Price to any party. Neither the sale of a Unit to a third party nor the exercise and closing of the Right of First Refusal shall extinguish subsequent rights of first refusal. Notwithstanding anything herein to the contrary, any conveyance of a Unit, whether by gift, sale, or other transfer, to a spouse or to any trust, living trust, corporation, limited liability company, partnership, or other estate planning vehicle created by or controlled by a Unit Owner shall not affect this right of first refusal, grant the other Unit Owner the immediate right to purchase a Unit. In the event that a Unit Owner fails to pay the remainder of the Purchase Price by the Closing Date after giving a Notice of Exercise, the nonrefundable Purchase Deposit shall be forfeited.

Section 14.13 Remedies. If any Unit Owner fails to comply with, breaches, or defaults under, the provisions of the Act, this Declaration, the By-Laws of the Condominium Association, or any rules and regulations properly promulgated by the Association, such Unit Owner shall reimburse the Condominium Association for any loss, costs, and damages arising out of or resulting from such breach or default, and the Unit Owner may be sued for damages caused by such failure, breach or default, or for injunctive relief, or both, by the Condominium Association, Declarant, or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths ($100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Section. Any and all attorneys' fees and other expenses incurred by the Condominium Association or Declarant in enforcing this provision shall be reimbursed by the Unit Owner in violation. In the event that the Unit Owner fails to obtain the insurance policy coverage required by Section 8.8 within five (5) days of written notice from the Board of Directors of the Condominium Association, then the Board of Directors shall have the right to procure the required insurance policy for and on behalf of the Unit Owner and the cost of such policy shall be assessed to the Unit Owner. Any obligations of a Unit Owner under this paragraph may be assessed as a special assessment against such owner's Unit and shall constitute a lien against the Unit.

Section 14.14 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said Declarant has caused this document to be executed at Elkhart Lake, Wisconsin, as of the date first set forth above.

LJM, Inc.

By: _____
Erik Jensen, President

ACKNOWLEDGMENT

State of Wisconsin)
) SS
Sheboygan County)

Personally came before me this ____ day of April, 2018, Erik Jensen, to me known to be the person who executed the foregoing instrument as President of LJM, Inc., and acknowledged the same.

_____
*Peter R. Mayer
Notary Public, State of Wisconsin
My Commission (~~expires:~~ _____ /is permanent).

This Instrument was drafted by:
Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

CONSENT OF FIRST MORTGAGE HOLDER OF THE REAL ESTATE

The Declarant granted a mortgage in favor of Wisconsin Bank & Trust upon the Real Estate. Pursuant to the requirements of Section 703.09(1c), Wis. Stats., Wisconsin Bank & Trust, as the holder of a first mortgage on the Real Estate, hereby consents to this Declaration of Condominium Ownership and Covenants, Conditions, and Restrictions for LJM Riverfront Condominium and to the creation of the Real Estate as a Condominium and agrees to submit the Real Estate and the improvements constructed on the Real Estate to the condominium form of ownership in the manner provided by the Act and this Declaration, and confirms that the Real Estate and its interest therein shall hereafter be held, conveyed, devised, leased, encumbered, mortgaged, released, and in all other respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. This consent shall be binding upon the successors and assigns of Wisconsin Bank & Trust and shall be deemed to run with the land.

Dated this __ day of April, 2018

Wisconsin Bank & Trust

By:_____
, President

State of Wisconsin)
) SS
Sheboygan County)

Personally came before me this ____ day of April, 2018,_____, to me known to be the person who executed the foregoing instrument as _____ of Wisconsin Bank & Trust, and acknowledged the same.

_____
*
Notary Public, State of Wisconsin
My Commission (expires:_____/is permanent).

This Instrument was drafted by:
Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

CONSENT OF GROUND LESSOR OF THE REAL ESTATE

The Declarant is a party to that certain ground lease dated _____ and recorded _____(the "Ground Lease"), with _____ ("Ground Lessor") of the Real Estate. Pursuant to the requirements of the Wisconsin Statutes, Ground Lessor, as the holder of a Ground Lease on the Real Estate, hereby consents to this Declaration of Condominium Ownership and Covenants, Conditions, and Restrictions for LJM Riverfront Condominium and to the creation of the Real Estate as a Condominium and agrees to submit the Real Estate and the improvements constructed on the Real Estate to the condominium form of ownership in the manner provided by the Act and this Declaration, and confirms that the Real Estate and its interest therein shall hereafter be held, conveyed, devised, leased, encumbered, mortgaged, released, and in all other respects otherwise affected subject to the provisions, conditions, covenants, restrictions, and easements of this Declaration and the Act. This consent shall be binding upon the successors and assigns of Ground Lessor and shall be deemed to run with the land until the termination of the Ground Lease.

Dated this __ day of April, 2018 _____

By:_____
, President

State of Wisconsin)
) SS
Sheboygan County)

Personally came before me this ____ day of April, 2018,_____, to me known to be the person who executed the foregoing instrument as _____ of _____, and acknowledged the same.

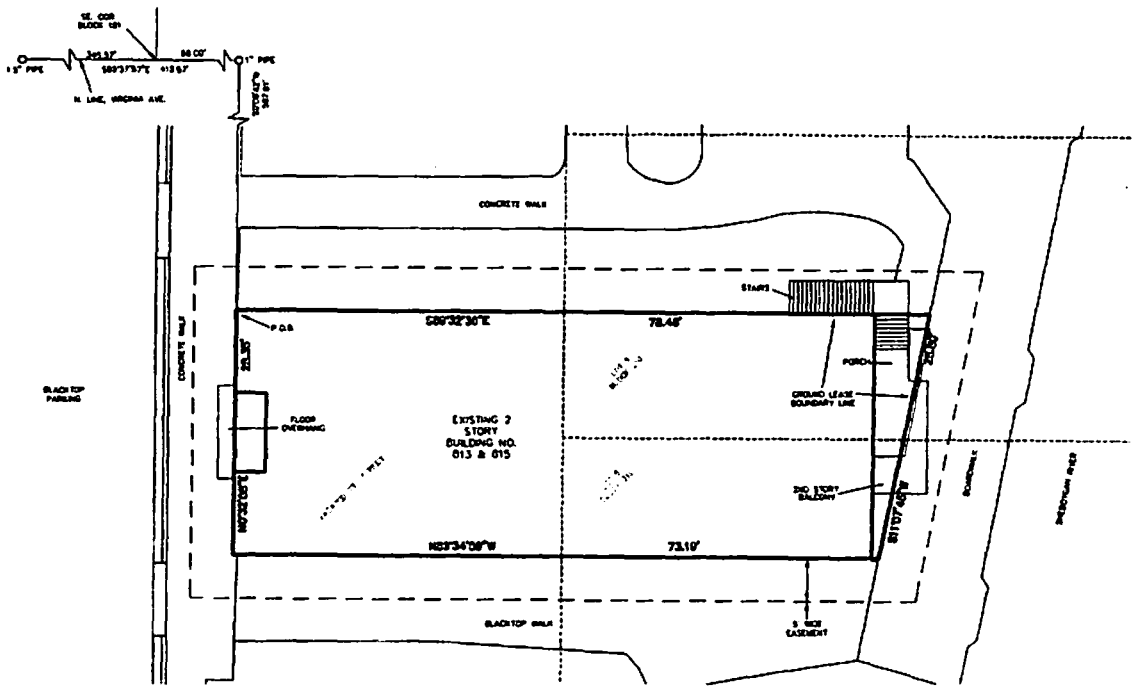
_____
*
Notary Public, State of Wisconsin
My Commission (expires:_____/is permanent).

This Instrument was drafted by:
Peter R. Mayer
Mayer Law Firm, S.C.
502 North 6th Street
Sheboygan, WI 53081

Riverfront

LJM CONDOMINIUM

Part of the Lots 5 and 6, and Vacated 7th Street, Original Plat of the City of Sheboygan, located in Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



SURVEYORS CERTIFICATE

I, Benjamin J. Reenders, Registered Land Surveyor number S-3114, do hereby certify that I have surveyed the following described property and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed building and improvements on the property.

Description of Ground Lease:
Part of the Lots 5 and 6, and Vacated 7th Street, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, described as:

Commencing at the SE corner of Block 151, Original Plat of the City of Sheboygan; thence S89°37'37"E 66.00 feet along the North line of Virginia Avenue extended to the East right of way line of Riverfront Drive; thence S23°08'43"W 587.61 feet to the POINT OF BEGINNING of the description; thence S89°32'30"E 78.46 feet; thence S11°07'45"W 23.80 feet; thence N63°54'53"W 73.19 feet; thence N00°32'08"E 22.35 feet to the point of beginning. This parcel contains 2,149 square feet or 0.049 acres of Riverfront

I further certify that this plat is a correct representation of "LJM Condominium" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium building and units contained in the plat and the approximate dimensions and floor area thereof.

That I have fully complied with provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulation of the City of Sheboygan in surveying, dividing and mapping the same.

_____ Dated this _____ day of _____ 2015
Benjamin J. Reenders PLS S-3114

DRAFT

0 5 10
Scale: 1" = 10'

O = Iron Pipe Found

NOTE:
BEARINGS ARE BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM

THIS INSTRUMENT WAS DRAFTED BY PETER ROHDE OF CEDAR CREEK SURVEYING, LLC

841 Center Avenue, Suite 1
Oostburg, WI 53070
920-947-0230
CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

FILE No. 20150-4 DATE: 2/26/2015 PAGE: 1 OF 2

Riverfront

LJM CONDOMINIUM

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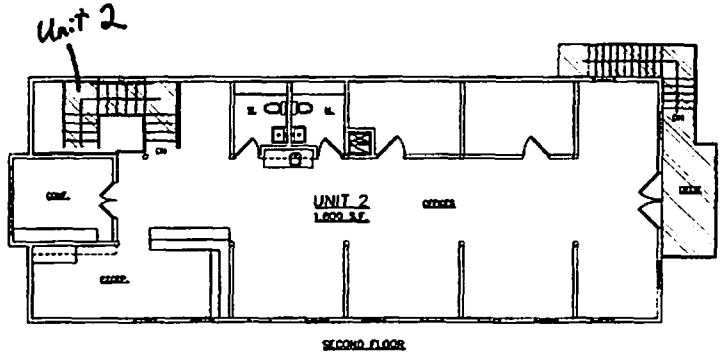

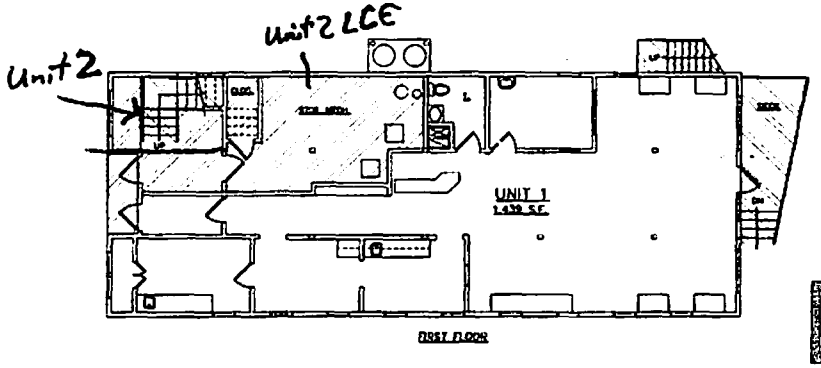

DRAFT

= COMMON ELEMENT

= LIMITED COMMON ELEMENT

0 5 10
Scale: 1" = 10'

CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

THIS INSTRUMENT WAS DRAFTED BY PETER ROHDE OF CEDAR CREEK SURVEYING, LLC

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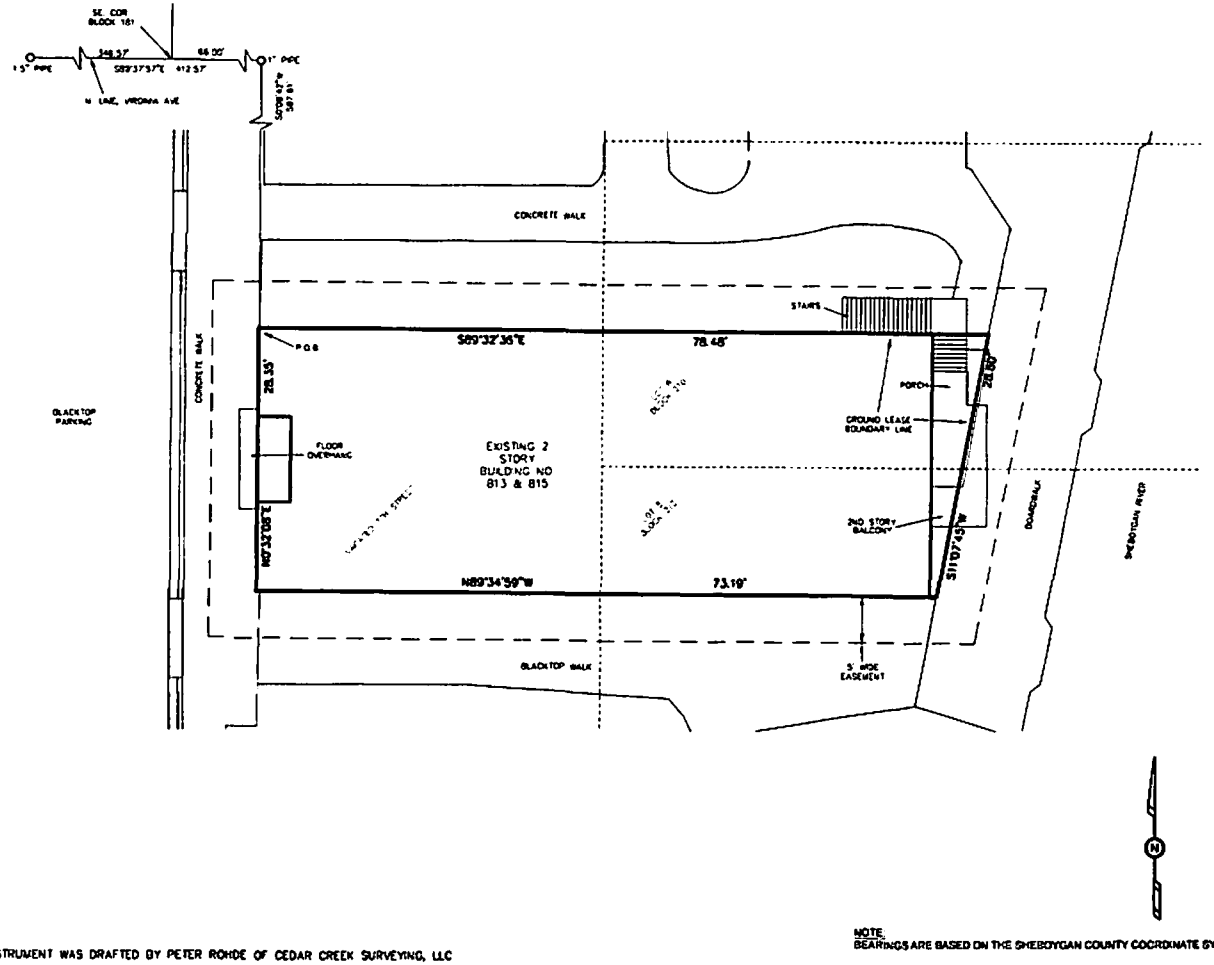

SURVEYOR'S CERTIFICATE

I, Benjamin J. Reenders, Registered Land Surveyor number S-3114, do hereby certify that I have surveyed the following described property and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed building and improvements on the property.

Description of Ground Lease

Part of the Lots 5 and 6 and Vacated 7th Street, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, described as

Commencing at the SE corner of Block 181, Original Plat of the City of Sheboygan, thence S89°37'37"E 66.00 feet along the North line of Virginia Avenue extended to the East right of way line of Riverfront Drive; thence S00°09'42"W 587.61 feet to the POINT OF BEGINNING of this description; thence S89°32'36"E 78.48 feet; thence S11°07'45"W 28.60 feet; thence N52°54'50"W 73.19 feet; thence N00°32'09"E 285.35 feet to the point of beginning. This parcel contains 2,148 square feet or 0.049 acres.

I further certify that this plat is a correct representation of "LJM Condominium" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium building and units contained in the plat and the approximate dimensions and floor area thereof.

That I have fully complied with provisions of Section 235.34 of the Wisconsin Statutes and the subdivision regulation of the City of Sheboygan in surveying, dividing and mapping the same.

_____ Dated this _____ day of _____ 2018

Benjamin J. Reenders PLS S-3114

DRAFT

0 5 10

Scale: 1" = 10'

O = Iron Pipe Found

NOTE:
BEARINGS ARE BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM.

THIS INSTRUMENT WAS DRAFTED BY PETER ROHDE OF CEDAR CREEK SURVEYING, LLC

CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

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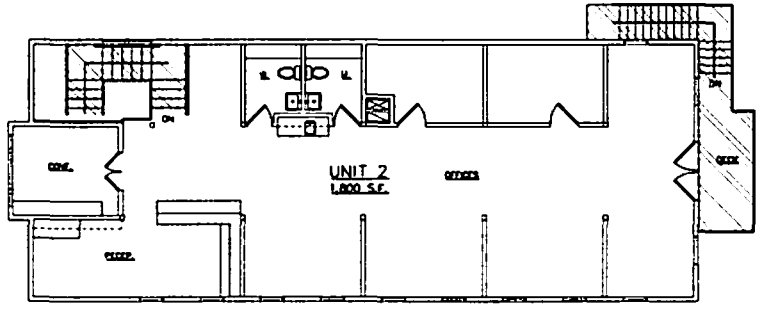
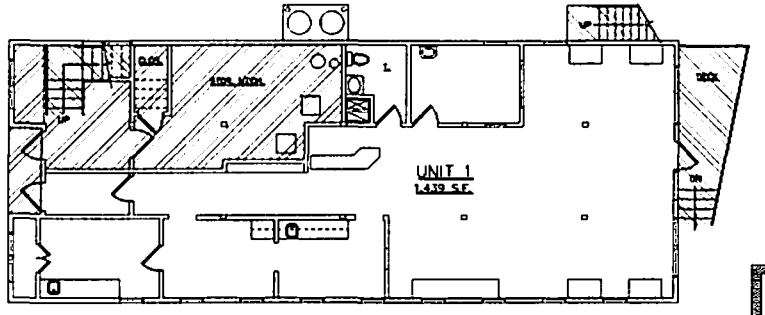


SECOND FLOOR



FIRST FLOOR

DRAFT

= COMMON ELEMENT

= LIMITED COMMON ELEMENT

0 5 10

Scale: 1" = 10'

CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

FILE No.: 20180104 DATE: 2/26/2018 PAGE: 2 OF 2

THIS INSTRUMENT WAS DRAFTED BY PETER ROHDE OF CEDAR CREEK SURVEYING, LLC

VI

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred R. O. No. 321-17-18 by Chief of Police submitting the annual report of the Sheboygan Police Department for the year 2017; recommends to file the document.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.13

R. O. No. 321 - 17 - 18. By CHIEF OF POLICE. March 19, 2018.

Submitting the annual report of the Sheboygan Police Department for the year 2017.

Public Safety

file

Chief of Police, Christopher D. Domagalski

SPD ANNUAL REPORT 2017

Christopher Domagalski, Chief of Police ◆ 1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

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OUR VISION

To be the safest community of its size in the United States.

OUR MISSION

is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.

OUR VALUES

Integrity

Teamwork

Leadership

Competence

Accountability

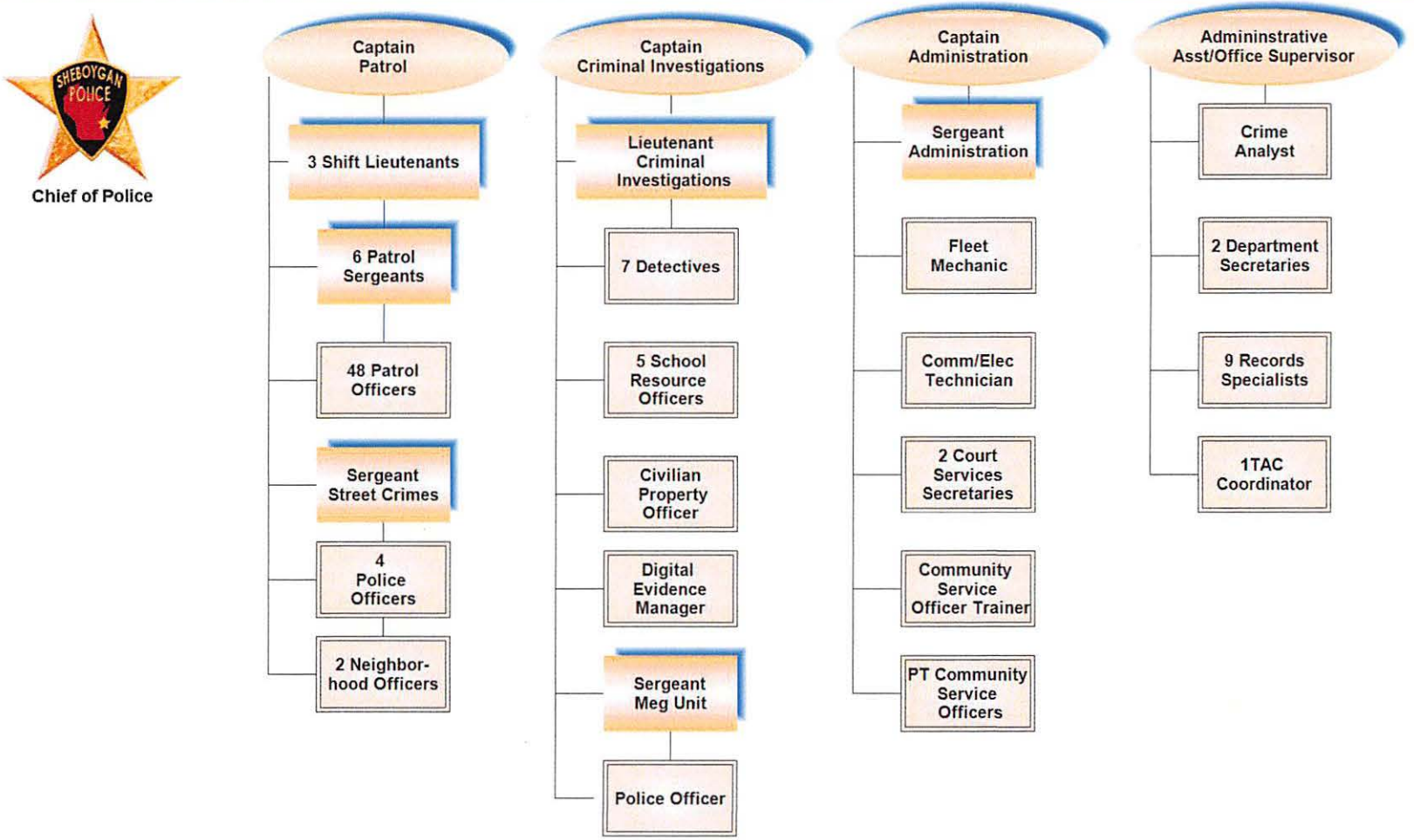
Professionalism

City of Sheboygan
spirit on the lake.

Mayor Michael Vandersteen
Chief Administrative Officer Darrell Hofland

District	Wards	Alderperson
1	1-3	Todd Wolf John Belanger
2	4-9	Roman Draughon Ronald Rindfleisch
3	10-12	Rosemarie Trester Mike Damrow
4	13-15	Andy Ross Mary Lynne Donohue
5	16-18	Markus Savaglio Scott Lewandoske
6	19-21	Henry Nelson Bryan Bitters
7	22 & 23	Andrew Schneider Susan Holzschuh
8	24-26	Ryan Sorenson Jim Bohren

2016-2017 Alderpersons



2017 Table of Organization

Police & Fire Commission 2016-2017

President Robert Lettre, Sr.
Secretary Andrew Hopp
Commissioner Henry Jung
Commissioner Jeanne Kliejunas
Commissioner Larry Samet

The 2017 Sheboygan Police Department Annual Report is herein presented for your review. The report documents the department's challenges, accomplishments and key activities.

This past year we took on the challenges associated with employee turnover. When employees retire they take along with them invaluable experience and knowledge that takes years to replace. Fortunately we have been able to recruit and hire replacements with a passion to serve others, a robust desire to learn and strong character.

The work we are doing from the rollout of body cameras, scenario based use of force training, and strengthening the department's response to homelessness, mental health issues and implicit bias shows we are not only moving in the right direction, but also helping to lead the nation.

Neighborhood Policing, which shaped many of my early patrol experiences, is a key to many of our successes. While we still have a ways to go, neighborhood policing is connecting our officers with the citizens they serve in new and unmatched ways. We have found that we can increase our effectiveness and the public's trust by building relationships, before crisis, one contact at a time. These contacts and the relationships we build are the key to solving problems at the ground level in our city.

In many neighborhoods community members are seeing the same police officers in their neighborhoods each day and some are even learning their names and emails. It is vitally important that officers not just answer calls for service, but have the time to interact with the public and engage in local crime fighting and real problem solving with the people who live and work in our neighborhoods. As officers and citizens work together to solve problems a mutual respect is developed as well as a mutual understanding that creating safe communities is a shared responsibility.

While we have accomplished much, we also have much more to do. I look forward to working with the great men and women of the Sheboygan Police Department and our many partners to take on the challenges we encounter as a community in 2018. Once again I am confident that we are up to the task.

Sincerely,

Christopher Domagalski, Chief of Police

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Effectively apply CompStat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis to create crime intelligence for use in directing police resource decisions.
Continue partnerships to address blight and revitalize neighborhoods.
Use data to drive enforcement efforts related to traffic safety.
Identify Prolific Offenders and work with Prosecutors, the Courts and Probation and Parole to connect them with treatment and support services and/or develop criminal cases for prosecution.
Continue involvement in the Sheboygan County Criminal Justice Advisory Committee and activities that support universal screening and assessment and the development of treatment, monitoring and support services.

Expected Outcomes: Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1175.
Individual crime targets as follows: of Robbery ≤ 15, Aggravated Assaults ≤ 90,
Burglary ≤ 100 and Theft ≤ 900.
Total Accidents ≤ 1500.
High Visibility Education and Enforcement Deployments = 12.
Pounds of prescription drugs collected ≥ 1200

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information.
Build Neighborhood capacity by continuing to promote Neighborhood Associations.
Increase direct contact with citizens through neighborhood meetings, park and walk and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Work with our youth and schools to enhance safety and security for students.
Continue ongoing efforts to educate the public regarding drug and alcohol abuse.
Maintain and leverage Beat Officer Positions.

Expected Outcomes: A more informed community and greater awareness of department activity.
Enhanced relationships and greater understanding of the police role across the community.
Coordinate and hold more than 25 neighborhood meetings.
Increase collaborative problem solving in the community.
Increase in measurable deployments of foot and bicycle patrols.
Maintain percentage of residents that feel safe walking in their neighborhood during the day at greater than 80%.
Increase in the percentage of residents that feel safe walking in their neighborhood at night above 58%.
Increase in Police legitimacy.

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities:

Continue evaluation of workflow and position responsibilities to support department activities and mandates.
Continue training and redesign of associated processes and responsibilities.
Work with City IT to **complete** ongoing implementation of Munis parking ticket solution.
Continue ongoing evaluation of digital platforms to increase stability, efficiency and reliability.
Emphasize the connection of department values to daily decision making and develop values based Code of Conduct.
Practice the judicious and impartial use of police authority.

Expected Outcomes:

Create Public Value by operating within the authorized budget and working towards continuous Improvement.
Continue ongoing evaluation of digital platforms to increase stability, efficiency and reliability.
More efficient processing of parking tickets.
More dependable systems and enhanced customer service.
Clear internal expectations and procedural justice.
Decrease in the use of force and increased police legitimacy.

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

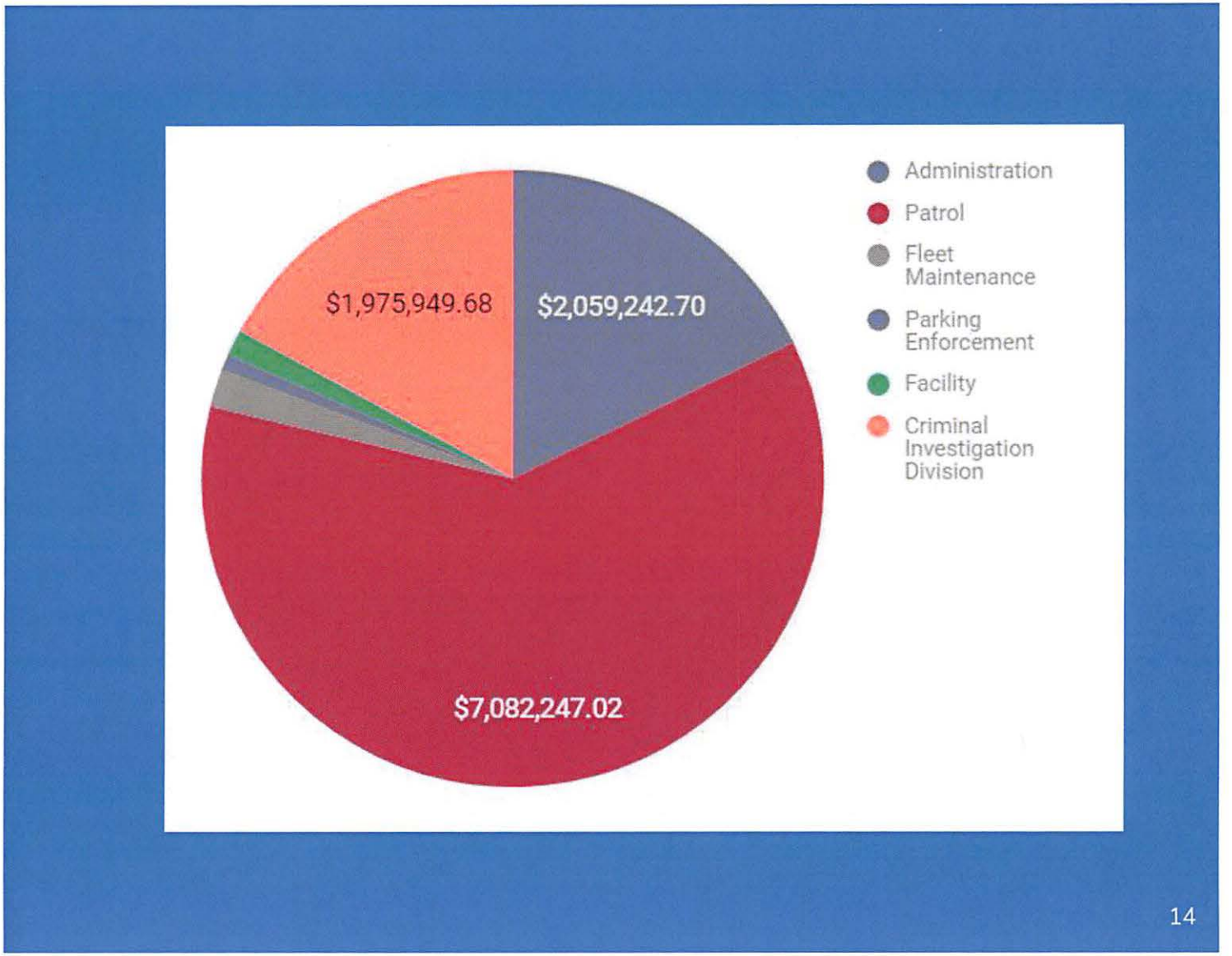
Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

Activities: Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals and personal development plan.
Celebrate Successes of Organization.
Deliver key training across department; including dementia awareness, resiliency, less lethal and rapid response.
Continue Leadership in Police Organization training for all levels of the department and increase ownership of problems and concerns.
Continue department advisory group to identify issues, improve feedback, offer ideas and find solutions.

Expected Outcomes: Greater Camaraderie, Trust and Pride among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Stronger working relationships.

2017 SPD BUDGET

Administration	$2,059,242.70
Patrol	$7,082,247.02
Fleet Maintenance	$227,927.08
Parking Enforcement	$94,900.73
Facility	$161,909.79
Criminal Investigation Division	$1,975,949.68
Total Budget	**$11,602,177.00**



2017 Internal Investigations

Twenty (20) internal investigations were conducted in 2017. Seventeen (17) were initiated by the Department, and three (3) were citizen complaints.

2017 INTERNAL INVESTIGATIONS

INVESTIGATIVE FINDINGS	#
SUSTAINED	15
NOT SUSTAINED	1
UNFOUNDED	1
EXONERATED	0
NO FORMAL COMPLAINT	0

2017 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
SUSTAINED	2
NOT SUSTAINED	0
UNFOUNDED	1
EXONERATED	0
NO FORMAL COMPLAINT	0

Sustained = The allegation is supported by sufficient proof.
Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
Unfounded = The allegation is false or otherwise not based on valid facts.
Exonerated = The incident that occurred or was complained against was lawful and proper.

2017 Use of Force & Search Warrants

2017 USE OF FORCE	
DEADLY FORCE	0
DISPLAY FIREARM	62
DISPLAY ELECTRONIC CONTROL DEVICE	47
DEPLOY ELECTRONIC CONTROL DEVICE	15
EMPLOY ACTIVE COUNTERMEASURES	8
APPLY HOBBLE DEVICE	7
DEPLOY SPECIALTY IMPACT MUNITIONS	1
DEPLOY OLEORESIN CAPSICUM SPRAY	1
CANINE BITE	0

MONTH	SEARCH WARRANTS
January	9
February	10
March	10
April	7
May	3
June	11
July	8
August	8
September	4
October	11
November	9
December	9
Total	**99**

New Hires in 2017

6 new officers joined the SPD in 2017. Richard Hang was sworn in on February 3rd and Carolina Contreras joined us 2 months later on April 17th. On July 31st, Alicia Rotier took the oath. Finally, on December 11th, Nicholas Helland, Mackenzie Powers and Travis Barber were all sworn in together.

We also welcomed a new records specialist clerk, Nicole Slupski on April 6th.

Officer Richard Hang

Officer Carolina Contreras

Officer Alicia Rotier

Officer Nicholas Helland

Officer Mackenzie Powers

Officer Travis Barber

Nicole Slupski

Retirees & Promotions

We said goodbye to three great officers this year. David Adams retired in June. Mark Viglietti and Brian Krueger retired in December.

Officers Sarah Blodgett and Andrew Kundinger were both promoted to Sergeant and Sergeant Kurt Zempel was promoted to Lieutenant.

Deb Landgraf was promoted to Court Services and Cassandra Wohlgemuth to Digital Evidence Manager.

Officer David Adams

Officer Mark Viglietti

Officer Brian Krueger

Sergeant Sarah Blodgett

Sergeant Andy Kundinger

Lieutenant Kurt Zempel

Deb Landgraf

Cassandra Wohlgemuth

K9 Kramer

It was with a heavy heart that we announced the passing of (retired) K9 Kramer on December 31st, 2017, due to illness. K9 Kramer served the Sheboygan Police Department for eight years and retired in December, residing with his handler, Officer Todd Danen.

K9 Kramer was an exceptional dog. Throughout his career, he was actively involved in over 1000 deployments, confiscated over 35 pounds in various narcotics, and was either responsible or involved in over 729 arrests.

Rest easy, boy. We'll take it from here.

ADMINISTRATIVE SERVICES DIVISION

Captain Steve Cobb

The Administrative Services Division is responsible for a variety of support services throughout the department, including the office of the Sergeant of Administration, Police Fleet Services, Radio and Communications, the Court Services Division and Volunteers in Police Service. The Administrative Division is also responsible for the selection and hiring of new personnel, managing the training needs and career development needs for existing personnel, policy management, and building/facility management. The Administrative Division is involved in the development and acquisition of new technology for all divisions of the department.

The Sergeant of Administration is responsible for supervising Community Service Officers and School Crossing Guards, managing individual officers training, managing the department's parking enforcement and traffic functions, and coordinating the Sheboygan Police Citizens Academy.

ADMINISTRATIVE SERVICES DIVISION

In 2017, department goals were supported by training in Integrated Communications, Assessment, and Tactics (ICAT). ICAT is a use-of-force training guide designed to fill a critical gap in training police officers to respond to volatile situations where subjects are behaving erratically and often dangerously but do not possess a firearm.

Hosted the Department of Justice, Leadership in Police Organizations class, welcoming officers and civilians from around the state in this 3 week course that focuses on organizational dispersed leadership.

15 members of the Police Department organization attended LPO Academy's in 2017.

In 2017, an average of 28 hours of policy training was provided through the use of daily training bulletins.

Administered or provided over 9,579 hours of training to department personnel in 2017.

ADMINISTRATIVE SERVICES DIVISION

To maintain compliance with the Juvenile Justice Delinquency Prevention Act, we continued training and auditing of all juveniles held securely at the Sheboygan Police Department. New policy and training led to only 60 secure juvenile holds at the Sheboygan Police Facility, reduced from 203 from when auditing began in 2015.

Body Worn Cameras are small, personally worn systems that allow an officer to record interactions with the public. In 2017, the department acquired and deployed a body worn camera system as well as the associated storage and data management system.

The Division managed hiring processes that resulted in the hiring of 6 officers during calendar year 2107, and established eligible candidates for 2018 vacancies.

The Administrative Services Division oversaw the acquisition and deployments of new speed detection lasers.

The Division also oversaw the acquisition and deployment of new Automatic External Defibrillators in all police patrol vehicles.

CRIMINAL INVESTIGATION DIVISION

Captain Kurt Brasser

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, the Property/Evidence Officer and the Digital Evidence Manager. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery and burglary.

In 2017, procedures were updated to remove currency from the SPD Property Room and deposit it in a city finance account. An additional school resource officer was added this year for a total of five. A Junior Police Academy was held in June, with 31 young people graduating. 147 children graduated from the Safety Town Program in June as well, which was held in conjunction with the Sheboygan Service Club. The Division also provided first responder sex assault training to law enforcement in conjunction with the Sheboygan County Sex Assault Response Team and the DOJ.

CRIMINAL INVESTIGATION DIVISION

87
Sex Offender Waiver Background Investigations

48
Child Interviews at the Child Advocacy Center

(21% of total interviews at the CAC)

755
Cases assigned to CID

373
Forensic Phone Downloads

110
Outreach Events

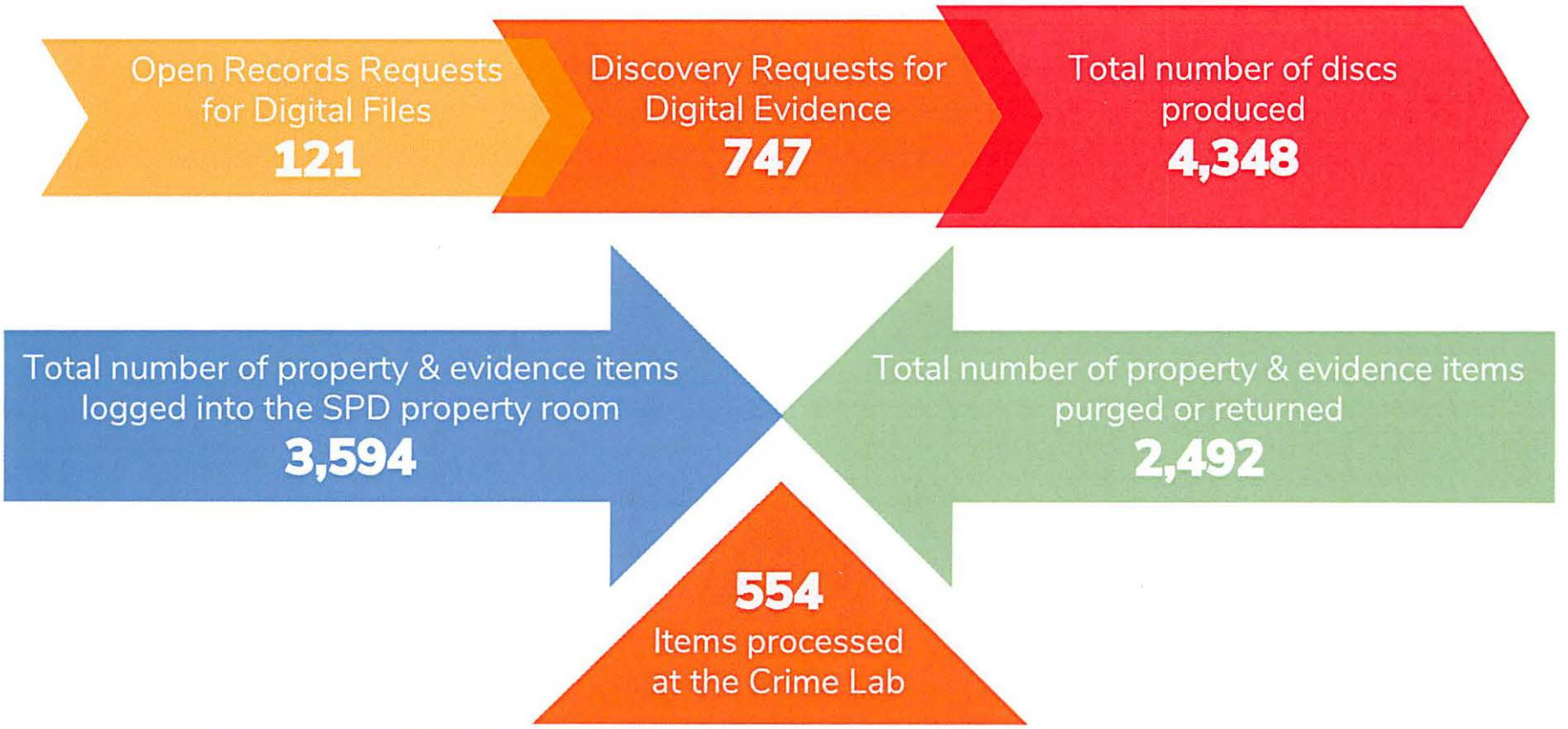
This number includes events provided exclusively by CID as well as events where CID participated with other department personnel.

Breakdown of the Cases Assigned to CID

Total	755
Cleared by Arrest	299
Closed	108
Active	90
Inactive	35
Sit Resolved	55
Unfounded	25
Information Only (Intel)	122
Other	21

CRIMINAL INVESTIGATION DIVISION

Property & Evidence



CRIMINAL INVESTIGATION DIVISION

The MEG Unit

40 Community Talks about Drug Awareness & the Opioid Crisis

PATROL DIVISION

Captain James Veeser

The Patrol Division is the largest division within the Police Department consisting of 63 sworn personnel. The division is led by a Captain, 3 Lieutenants and 7 Sergeants. The patrol division is the backbone of the department and provides the most visible level of service to the community. Patrol Division members are selected for full time assignment to a Street Crimes Unit and K9 assignments.

Members also volunteer and are selected to serve in the following part time assignments: Emergency Response Team, Motorcycle Unit, Explorer Post Advisor, Accident Reconstruction Unit and Honor Guard.

PATROL DIVISION

In 2017, the Patrol Division implemented a Northside Beat Officer to assist neighborhoods with community building and problem solving efforts.

The Patrol Division participated in 60 neighborhood meetings and 9 neighborhood clean ups in 2017.

The Patrol Division led 7 chronic nuisance hearings to improve and resolve issues at problem properties, and participated in 243 outreach activities.

Collaborated with City Planning to conduct a lighting survey for citywide improvements and continued the "Light the Night" program, and collaborated with City Planning and Building Inspection to provide Landlord Training Program.

Reviewed and updated the Police Training Officer (PTO) program resulting in an improved orientation session and the selection of new evaluators and supervisors.

PATROL DIVISION

K-9 Units conducted 204 traffic contacts, 30 drug related deployments, 7 demonstrations, and 5 scheduled school searches. K-9 Units seized 7.3 pounds of THC, 1.2 ounces of methamphetamine, 1 ounce of heroin, 1.4 ounces of cocaine along with $6,068 in currency.

The Street Crimes Unit conducted 12 search warrants and apprehended 46 individuals on outstanding warrants. They seized 3.95 lbs. of THC, 1 ounce of methamphetamine, and 1 ounce of cocaine.

The Accident Reconstruction Team responded to and investigated 4 traffic related fatalities.

The Patrol Division researched, evaluated and selected less lethal options and rifle plates for patrol response, as well as updated lights for squad and ERT rifles.

The Patrol Division provided ALICE training for city departments, local schools and businesses.

PATROL DIVISION

10,476 parking citations issued

1,524 city ordinance citations issued

1,456 nuisance complaints investigated

Responded to **519** alarms

904 abandoned vehicle complaints investigated

146 abandoned vehicles towed

Detained & Filed Emergency Detention Commitments on 161 individuals.

INFORMATION SERVICES DIVISION

Paula Haelfrisch

The Information Services Division of the Sheboygan Police Department consists of the following positions: 1 Administrative Assistant/Office Supervisor, 1 Crime Analyst, 1 Time Agency Coordinator, 2 Department Secretaries, 7 Records Specialist Clerks, 1 PT Records Specialist Clerk, 1 LTE (limited term employment) Records Specialist Clerk.

The civilian staff continues to provide support to the sworn personnel of the Sheboygan Police Department at various levels. Duties continue to evolve as technology changes. New cash receipting software was introduced to the front desk personnel, in anticipation of moving towards online payment processing, and a new dictation system was launched for the entire department. In addition, the information services division responded to 3,778 open records requests.

The following slides contain statistical data compiled by the Crime Analyst.

TOTAL NUMBER OF LAW INCIDENT COMPLAINTS FOR THE CITY OF SHEBOYGAN POLICE DEPARTMENT IN 2017:

24, 532

Part I Crimes							
	2012	2013	2014	2015	2016	**Average**	2017
Homicide	3	1	1	0	1	1	0
Rape	19	20	20	22	20	20	24
Robbery	21	14	17	14	10	15	11
Aggravated Assault	126	97	116	124	100	113	85
Violent	**169**	**132**	**154**	**160**	**131**	**149**	**120**
Burglary	262	187	161	128	119	171	91
Theft	1212	1023	1082	991	908	1043	702
Motor Vehicle Theft	42	31	24	31	36	33	32
Arson	5	6	12	4	5	6	12
Non-Violent	**1521**	**1247**	**1279**	**1154**	**1068**	**1253**	**837**
Total Part I	1690	1379	1433	1314	1199	**1402**	957

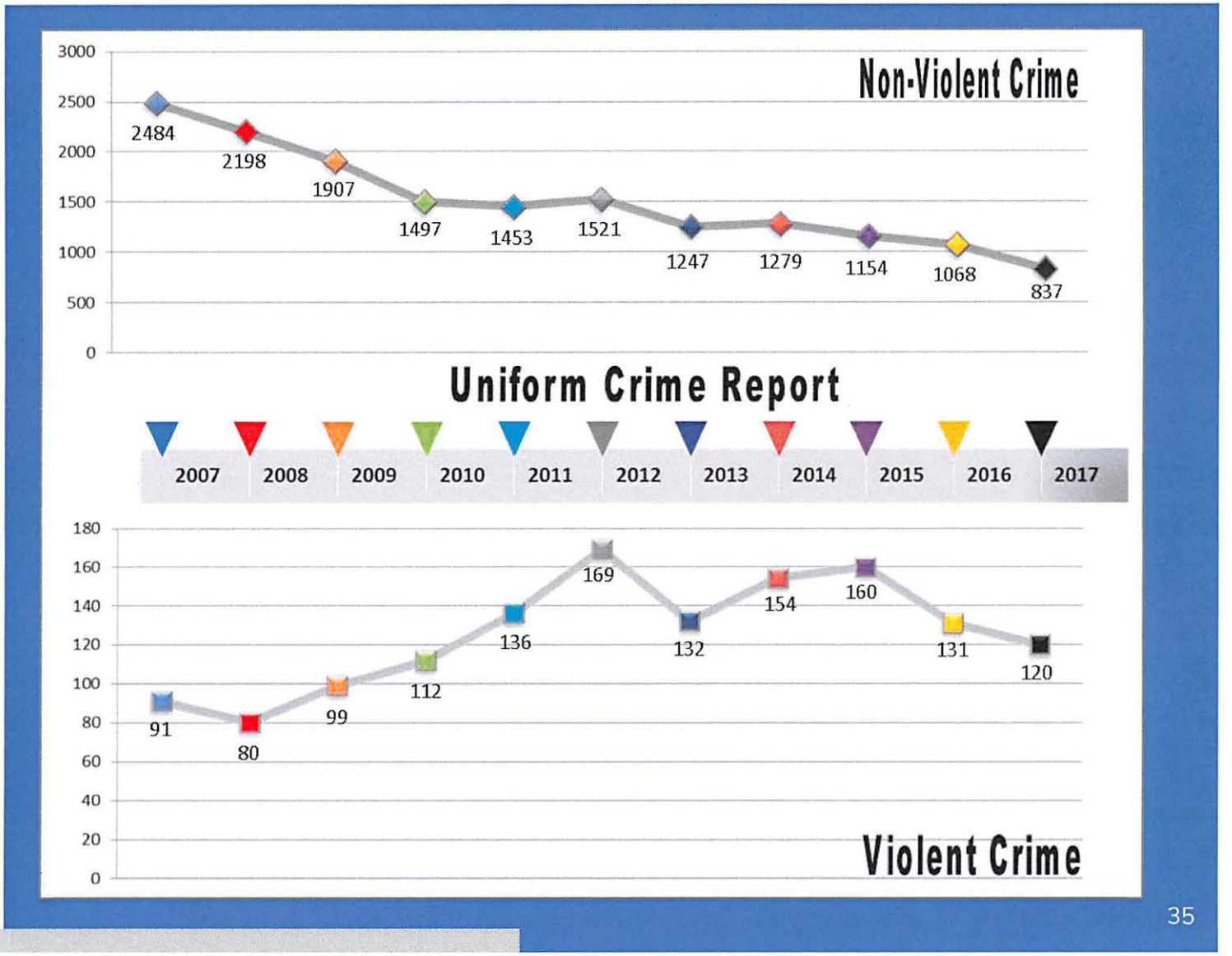
5 Year Average

Part I Crimes	Homicide	Rape	Robbery	Aggravated Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2017	0	24	11	85	91	702	32	12	957
5 Year Average	1	20	15	113	171	1043	33	6	1402
Difference	**-100%**	**20%**	**-27%**	**-25%**	**-47%**	**-33%**	**-3%**	**100%**	**-32%**

2017 Goals

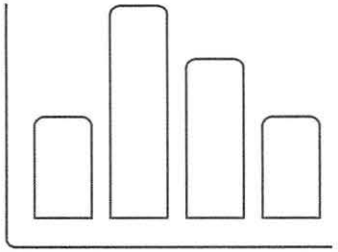
Offenses	Goal	Actual	Difference	Percent
Robbery	15	11	-4	-27%
Agg. Assault	90	85	-5	-6%
Burglary	150	91	-59	-39%
Theft	1000	702	-298	-30%
Total Part I	**1315**	**957**	**-358**	**-27%**

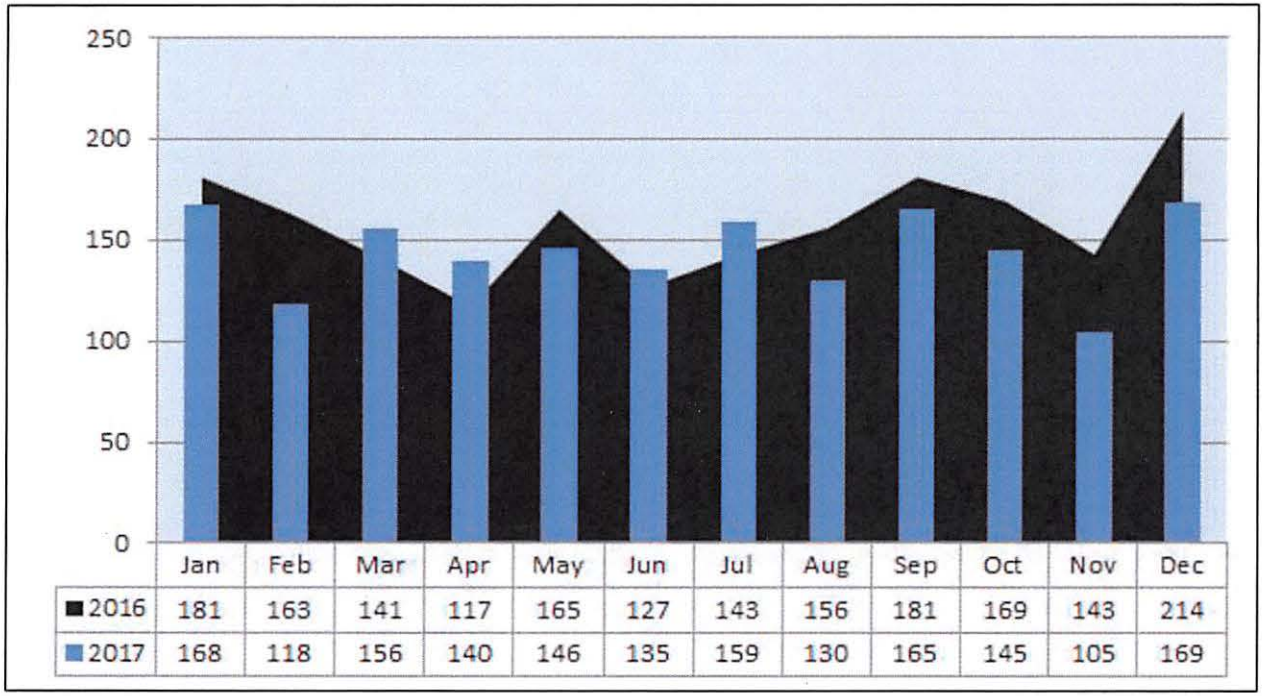
Historical Uniform Crime Report Data



2017 Traffic Accident Data

2017 Total	1736
2016 Total	1900
Difference	-164
Percent	-9%





	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	181	163	141	117	165	127	143	156	181	169	143	214
2017	168	118	156	140	146	135	159	130	165	145	105	169

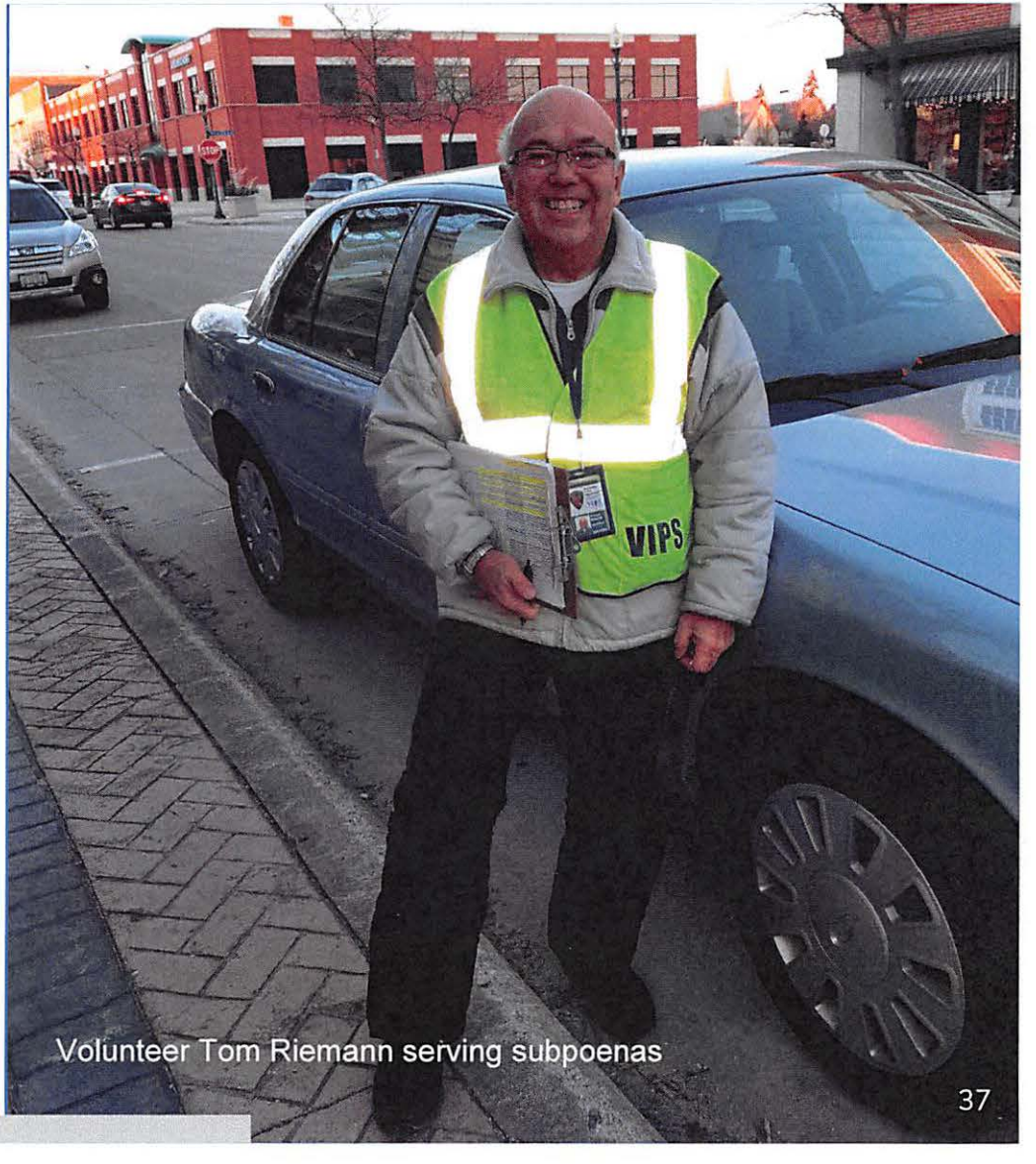
Volunteers in Police Service

The Sheboygan Police Department has eleven volunteers who provide a variety of support services and do not receive any compensation. Our VIPS staff provides assistance in the police records and court services area, as well as giving tours of the facility to community groups.

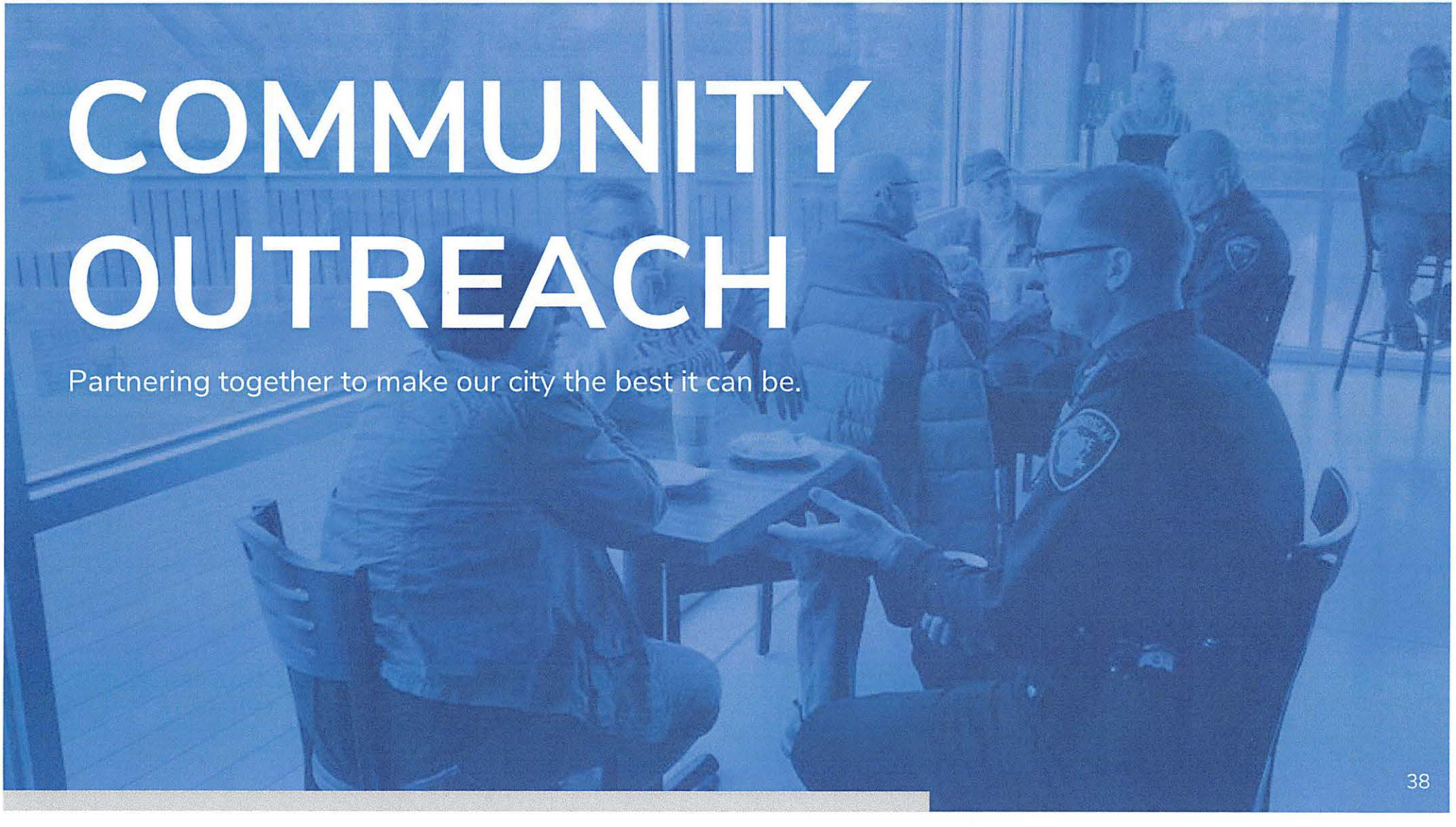
They further assist by serving subpoenas, assisting with collections from the prescription drug drop off box, doing civilian fingerprinting, and numerous other assignments.

VIPS are led by Coordinator Penny Weber. Other members include: Mary Ann Dickfoss, Joe Glover, Jr., Jason Lawrence, Kristi Lawrence, Connie Mehan, Ethel Pillman, Sherry Rebholz, and Tom Riemann. Volunteers also include two police department chaplains, Rev. Mario Ciotola and Rev. Ethan Tews. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.

During 2017, VIPS donated **1,820** hours!



Volunteer Tom Riemann serving subpoenas



COMMUNITY OUTREACH

Partnering together to make our city the best it can be.

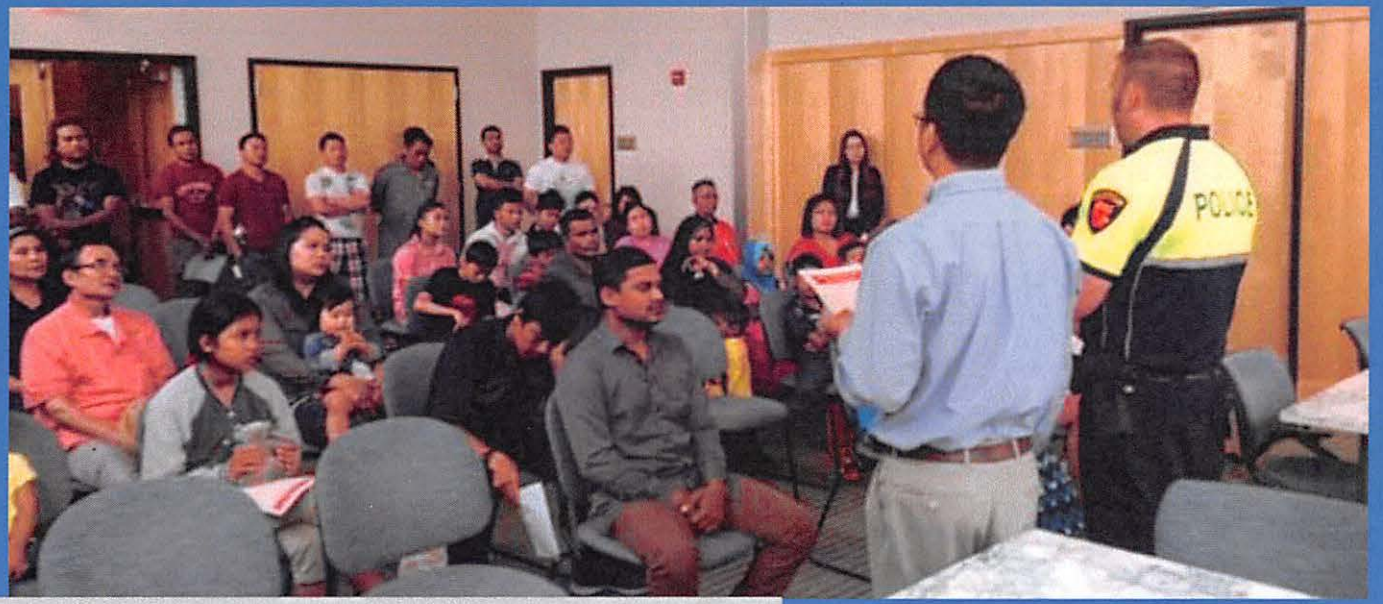
Jackson School Reading Program

March 23, 2017

They say reading is FUNdamental and it sure was at Jackson Elementary School. Officers and detectives volunteered to partake in the reading program for 2nd and 4th-grade students, where they all broke out into groups for some type of an adventure-compliments of a book.

Building New Relationships

Throughout 2017, the Department participated in outreach to the Hmong, Somali and Burmese communities to support the exchange of information, create understanding and build relationships. It is critical that law enforcement be able to productively interact & communicate effectively with immigrant communities, as many immigrants come from countries in great turmoil and where they fear the police.



Sheboygan Law Enforcement Explorer Post #2881

March 2017

Sheboygan Law Enforcement Explorer Post #2881 took 2nd place in an explorer competition. The explorers competed against approximately 140 other explorers from all over Wisconsin and Illinois. The explorers are lead by Officers Jaeger, Fickett, Knez, Walloch and Stephen.

Coffee with a COP

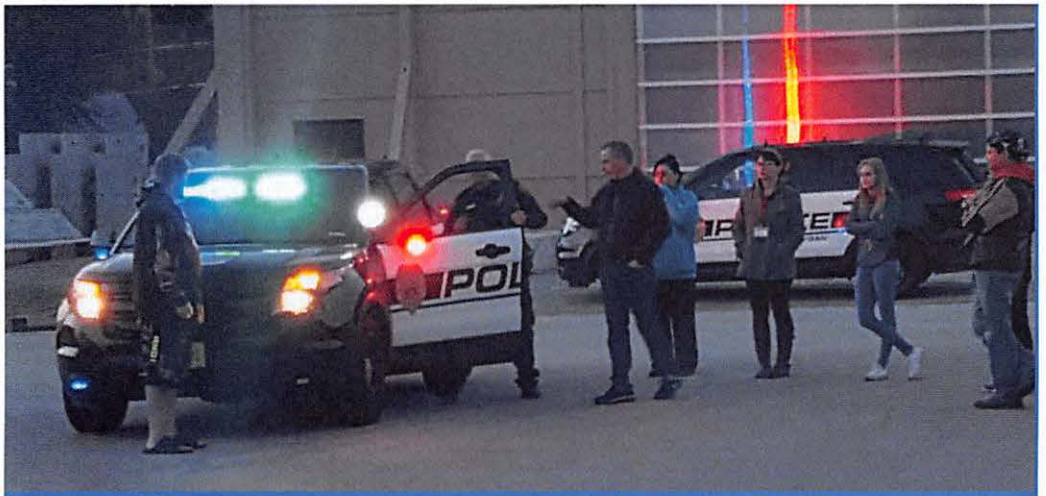
The Sheboygan Police Department teamed up with Glas Coffee House, Paradigm Coffee & Music, and McDonald's to host "Coffee with a Cop." The program has been utilized nationally and has teamed area restaurants with their local law enforcement agencies with the overall goal of opening communication and building relationships with community members.

BRAT with a COP

We're building relationships one brat at a time! The mission of Brat with a Cop is to break down the barriers between the Police and the citizens they serve, and to promote a medium where both the police and those citizens can get to know each other and discover mutual community goals.

2017 Bike Rodeos

The Sheboygan Police Department and Police Explorers hosted two Bike Rodeos, teaching about bicycle safety and maintenance, in addition to offering helmet fittings, snacks and prizes.



2017 Citizen Academy

Over the course of eleven weeks, citizens are provided the opportunity to gain knowledge and a better understanding of the vision, values, goals, and operations of the Sheboygan Police Department. Additional activities involve hands-on participation, such as, high-risk and low-risk traffic stops, shoot-don't shoot exercises and a tour of the Sheboygan County Jail, along with firearms instruction and use at the range.

Neighborhood Clean Ups

Throughout 2017, Sheboygan police officers teamed up with local residents to help clean up neighborhoods and forge new relationships.

LAW ENFORCEMENT

WISCONSIN

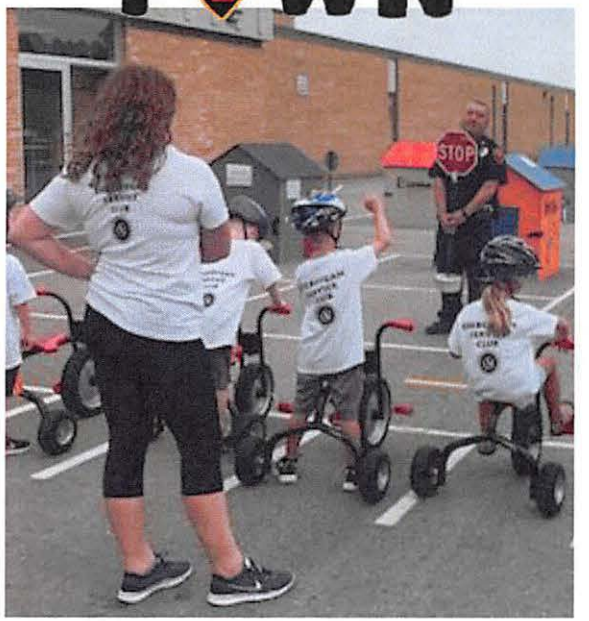
TORCH RUN

FOR SPECIAL OLYMPICS

The Torch Run is an effort to increase awareness and raise funds for Special Olympics of Wisconsin. It took place in more than 30 communities across Wisconsin, with all participants uniting at UW Stevens Point for the State Summer Games Opening Ceremony. On June 8, 2017, local law enforcement ran and biked through Sheboygan, Kohler, Sheboygan Falls, Plymouth, and Elkhart Lake with a special stop at Trooper Trevor Casper's grave in Kiel, with their final destination being the Special Olympics Wisconsin State Summer Games.

On Saturday, June 10th the Sheboygan Police Department participated in the statewide "Stuff the Squad" event outside of Pick 'n' Save stores.. Donated food items went to help local food pantries and families in our community.

Junior Police Academy is a week-long program that provides a forum not only for officers and students to interact with each other but to inspire good character, advanced citizenship, foster problem-solving & good decision-making skills, in addition to technical instructions about police work to middle school students.

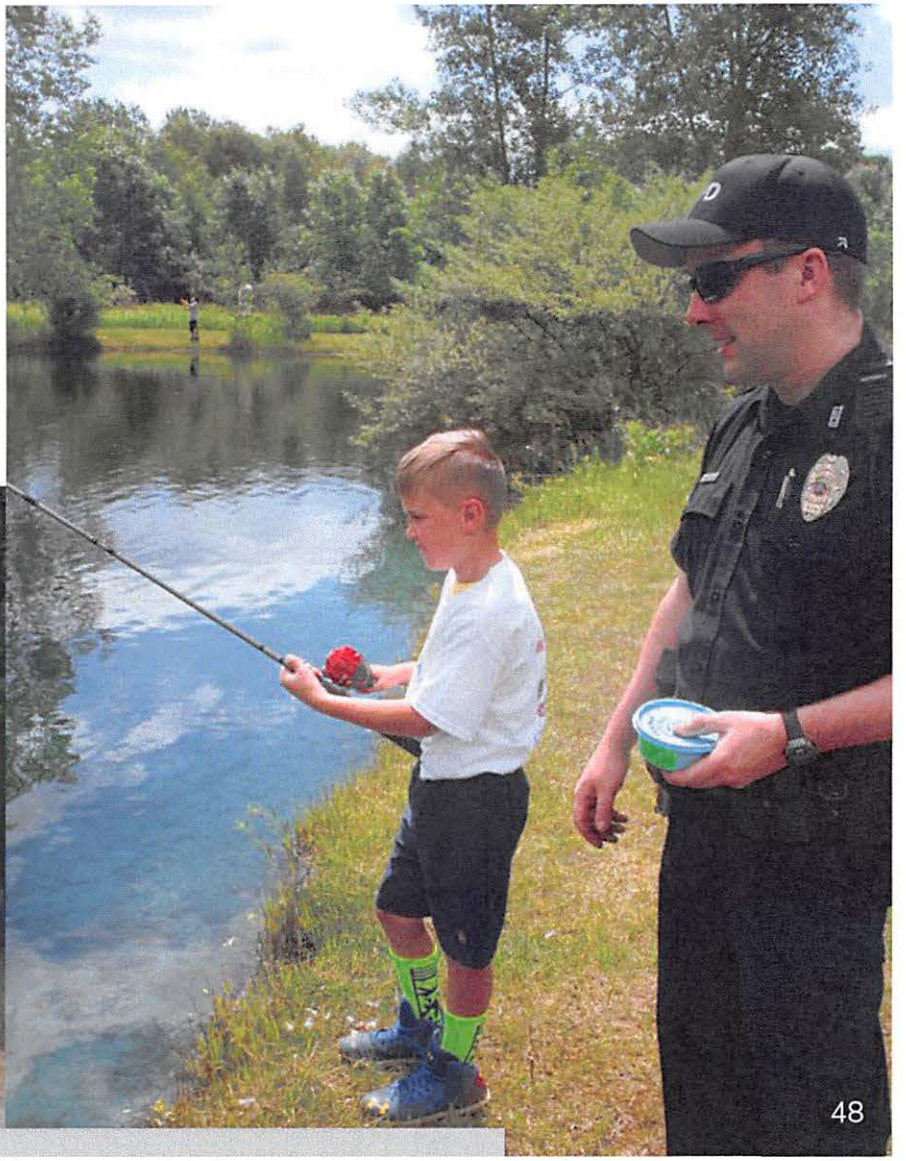


This 15-hour safety education program, co-sponsored by the Sheboygan Service Club & Community Recreation Department, is for children who will be starting kindergarten.. The safety topics include; bike safety, stranger danger, poisons around the house, pet safety, water safety and many lifesaving topics.

COPS and Bobbers

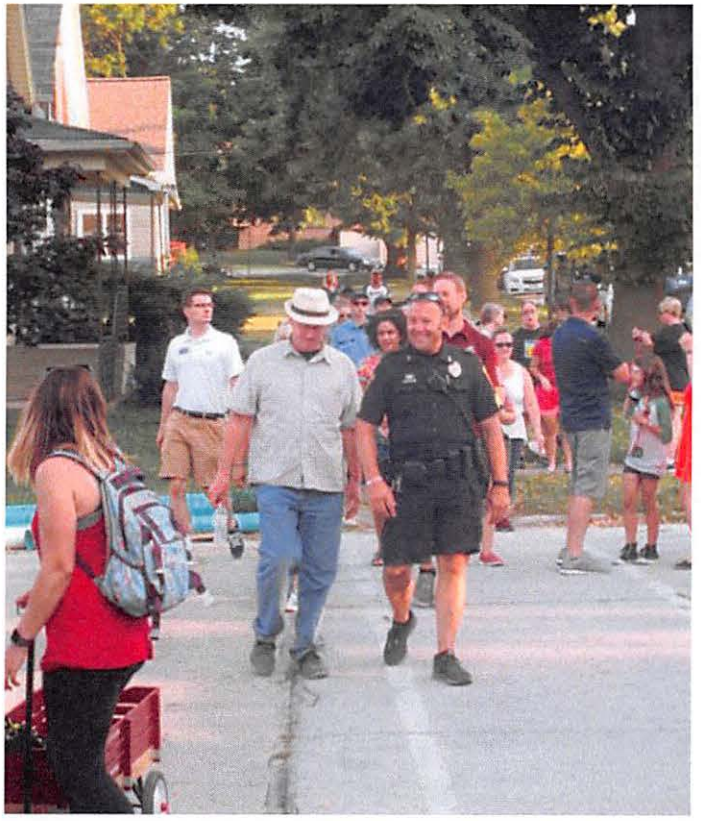
The annual "Cops and Bobbers" event was held on June 17, 2017. It was such a success that a second event was added on August 13, 2017.

Special thanks to our sponsors: Old Wisconsin, The Wharf, Cousins Subs, Sheboygan Roosted Gobblers, Anglers Avenue, Johnsonville, Shoreline Metro and Sheboygan Outboard Club



Cop on a Rooftop

Wisconsin Law Enforcement Officers from around the state volunteered at over 50 Dunkin' Donuts locations on August 11, 2017 to support the Law Enforcement Torch Run for Special Olympics Wisconsin. Dunkin' Donuts donated $5,000 to the Torch Run.



National Night Out was held on August 1st, at General King Park. This event promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. The event included a "Walk Against Crime," food trucks, music, refreshments and face painting by Target.

Officer Matt Braesch was honored to lead the Children's Montessori Halloween Parade!

"Boo with the Blue" was a great success as officers and kids had Halloween fun together at the Boys and Girls Club of Sheboygan County.

Community Meal

Officers helped prepare a meal with the assistance of Nourish Farms. This was a great opportunity for us to serve members of our community and continue building strong relationships in our city. We want to thank all of the community members for coming out to spend the night with us and Nourish for letting us help prepare all of this delicious food.

NOURISH

Shop With A Cop

Shop With A Cop is an area law enforcement officer outreach where underprivileged children, who are referred to the program by social agencies, are paired up with an officer for an evening of food, fun and Christmas shopping for his or her family. Special thanks to local law enforcement volunteers, Lakeshore Lanes, Target and many community members who made this event possible. It is an incredible honor to be involved with these children and families.

The 2nd Annual Operation Blue Santa

The Sheboygan Police Department would like to thank all the great community sponsors that made this event possible. Christmas is a time for giving and we are so fortunate to be a part of this great event. The smiles on the children's faces were priceless! We hope that everyone involved remembers this for years to come.

CELEBRATING SUCCESS

The 2017 Sheboygan Police Benevolent Association Service Awards

2017 Sheboygan Police Benevolent Association Service Awards

February 24th, 2017
Lakeshore Culinary Institute

The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Medal of Valor:

Presented to an Officer for an act of extraordinary bravery or heroism performed in the line of duty at imminent personal risk to life. This award recognizes officers whose actions have gone above and beyond the call of duty, or an officer who has performed an act of bravery displaying extreme courage while knowingly facing imminent danger.

Officer Brandon Kehoe

Officer TJ Hamilton

Meritorious Service Award:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.

Officer Mike Wynveen

2017 Sheboygan Police Benevolent Association Service Awards

February 24th, 2017
Lakeshore Culinary Institute

Civilian Employee of the Year:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.

Russ Schreiner

Police Officer of the Year:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.

Officer Anna Taylor

Community Engagement Award:

Presented to an officer who demonstrated outstanding performance in community outreach and engagement and recognize initiatives which show potential for long-term impact on the community and its relationship with the Sheboygan Police Department.

Officer Matt Heimerl

2017 Sheboygan Police Benevolent Association Service Awards

February 24th, 2017
Lakeshore Culinary Institute

Citizen's Distinguished Service Award:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

Not Pictured:

Leon Lyons
Kurt Klessig
Dr. Debbie Lassiter

Life Saving Award:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.

Officer Brent Vreeke

Officer Tim McMullen

Not Pictured:

Hunter Heyn

PARTNERING WITH THE COMMUNITY

We want to end our year in review by expressing our gratitude to our many community partners for their donations.

THANK YOU!

Sheboygan Jaycees
Olivu 426, LLC
Lakeland College Criminal Justice Club
Walmart
Plenco
Sheboygan Area Chapter 338 of AARP, Inc.
Nancy Mueller
Jean Grande
Jeffrey Counard
Margaret Pfeffer
Starr Gerk
Stefano's
Sheboygan Police Benevolent Association
Petsmart
Miesfeld's
Old Wisconsin
Clint Kindt
Vidya Stolz
Dutchland Plastics
Chinnu Pagadala
FreakToyz
Bank First National
Kieffer and Co., Inc.
Bullard Children's Dentistry, LLC
Little Caesars Pizza
Martin Automotive
Sheboygan Roosters Club
St. Luke's
Pick 'N Save
Piggly Wiggly

SPD ANNUAL REPORT 2017

The Sheboygan Police Department's 2017 Annual Report was produced by Paula Haelfrisch, Mary Danen and Cassandra Wohlgemuth.

Special thanks to all those who submitted information to make this report possible and to Detective Paul Olsen for many of the beautiful photos.

Sheboygan Police Department
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081
(920)459-3333
sheboyganpolice.com

Find us on: facebook

@Sheboygan_PD

The SPD utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and You Tube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.

VI

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred R. O. No. 321-17-18 by Chief of Police submitting the annual report of the Sheboygan Police Department for the year 2017; recommends to file the document.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.13

R. O. No. 321 - 17 - 18. By CHIEF OF POLICE. March 19, 2018.

Submitting the annual report of the Sheboygan Police Department for the year 2017.

Public Safety

file

Chief of Police, Christopher D. Domagalski

SPD ANNUAL REPORT 2017

Christopher Domagalski, Chief of Police ◆ 1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

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OUR VISION

To be the safest community of its size in the United States.

OUR MISSION

is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.

OUR VALUES

Integrity

Teamwork

Leadership

Competence

Accountability

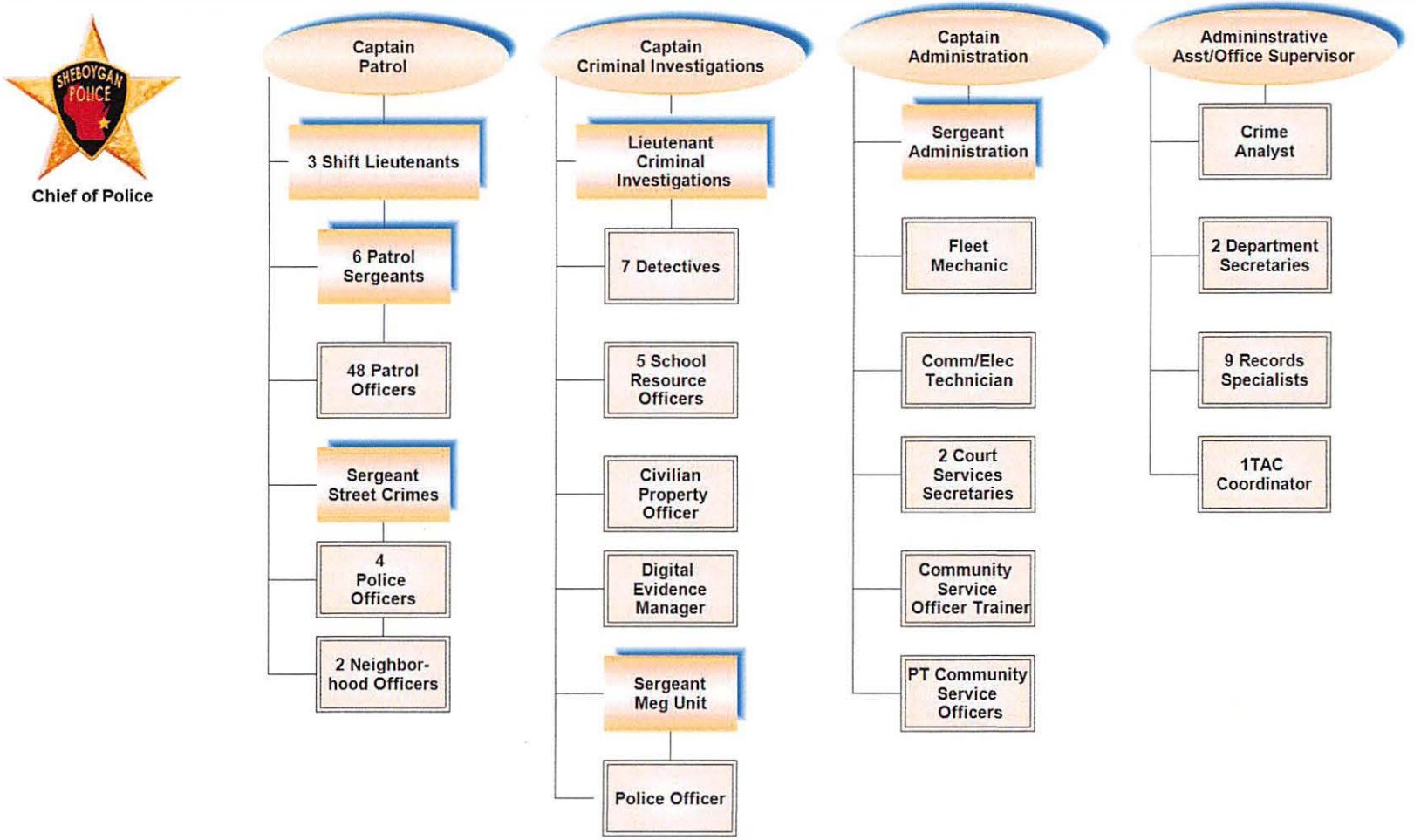
Professionalism

City of Sheboygan
spirit on the lake.

Mayor Michael Vandersteen
Chief Administrative Officer Darrell Hofland

District	Wards	Alderperson
1	1-3	Todd Wolf John Belanger
2	4-9	Roman Draughon Ronald Rindfleisch
3	10-12	Rosemarie Trester Mike Damrow
4	13-15	Andy Ross Mary Lynne Donohue
5	16-18	Markus Savaglio Scott Lewandoske
6	19-21	Henry Nelson Bryan Bitters
7	22 & 23	Andrew Schneider Susan Holzschuh
8	24-26	Ryan Sorenson Jim Bohren

2016-2017 Alderpersons



2017 Table of Organization

Police & Fire Commission 2016-2017

President Robert Lettre, Sr.
Secretary Andrew Hopp
Commissioner Henry Jung
Commissioner Jeanne Kliejunas
Commissioner Larry Samet

The 2017 Sheboygan Police Department Annual Report is herein presented for your review. The report documents the department's challenges, accomplishments and key activities.

This past year we took on the challenges associated with employee turnover. When employees retire they take along with them invaluable experience and knowledge that takes years to replace. Fortunately we have been able to recruit and hire replacements with a passion to serve others, a robust desire to learn and strong character.

The work we are doing from the rollout of body cameras, scenario based use of force training, and strengthening the department's response to homelessness, mental health issues and implicit bias shows we are not only moving in the right direction, but also helping to lead the nation.

Neighborhood Policing, which shaped many of my early patrol experiences, is a key to many of our successes. While we still have a ways to go, neighborhood policing is connecting our officers with the citizens they serve in new and unmatched ways. We have found that we can increase our effectiveness and the public's trust by building relationships, before crisis, one contact at a time. These contacts and the relationships we build are the key to solving problems at the ground level in our city.

In many neighborhoods community members are seeing the same police officers in their neighborhoods each day and some are even learning their names and emails. It is vitally important that officers not just answer calls for service, but have the time to interact with the public and engage in local crime fighting and real problem solving with the people who live and work in our neighborhoods. As officers and citizens work together to solve problems a mutual respect is developed as well as a mutual understanding that creating safe communities is a shared responsibility.

While we have accomplished much, we also have much more to do. I look forward to working with the great men and women of the Sheboygan Police Department and our many partners to take on the challenges we encounter as a community in 2018. Once again I am confident that we are up to the task.

Sincerely,

Christopher Domagalski, Chief of Police

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Effectively apply CompStat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis to create crime intelligence for use in directing police resource decisions.
Continue partnerships to address blight and revitalize neighborhoods.
Use data to drive enforcement efforts related to traffic safety.
Identify Prolific Offenders and work with Prosecutors, the Courts and Probation and Parole to connect them with treatment and support services and/or develop criminal cases for prosecution.
Continue involvement in the Sheboygan County Criminal Justice Advisory Committee and activities that support universal screening and assessment and the development of treatment, monitoring and support services.

Expected Outcomes: Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1175.
Individual crime targets as follows: of Robbery ≤ 15, Aggravated Assaults ≤ 90,
Burglary ≤ 100 and Theft ≤ 900.
Total Accidents ≤ 1500.
High Visibility Education and Enforcement Deployments = 12.
Pounds of prescription drugs collected ≥ 1200

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information.
Build Neighborhood capacity by continuing to promote Neighborhood Associations.
Increase direct contact with citizens through neighborhood meetings, park and walk and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Work with our youth and schools to enhance safety and security for students.
Continue ongoing efforts to educate the public regarding drug and alcohol abuse.
Maintain and leverage Beat Officer Positions.

Expected Outcomes: A more informed community and greater awareness of department activity.
Enhanced relationships and greater understanding of the police role across the community.
Coordinate and hold more than 25 neighborhood meetings.
Increase collaborative problem solving in the community.
Increase in measurable deployments of foot and bicycle patrols.
Maintain percentage of residents that feel safe walking in their neighborhood during the day at greater than 80%.
Increase in the percentage of residents that feel safe walking in their neighborhood at night above 58%.
Increase in Police legitimacy.

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities:

Continue evaluation of workflow and position responsibilities to support department activities and mandates.
Continue training and redesign of associated processes and responsibilities.
Work with City IT to **complete** ongoing implementation of Munis parking ticket solution.
Continue ongoing evaluation of digital platforms to increase stability, efficiency and reliability.
Emphasize the connection of department values to daily decision making and develop values based Code of Conduct.
Practice the judicious and impartial use of police authority.

Expected Outcomes:

Create Public Value by operating within the authorized budget and working towards continuous Improvement.
Continue ongoing evaluation of digital platforms to increase stability, efficiency and reliability.
More efficient processing of parking tickets.
More dependable systems and enhanced customer service.
Clear internal expectations and procedural justice.
Decrease in the use of force and increased police legitimacy.

2018 SHEBOYGAN POLICE DEPARTMENT GOALS

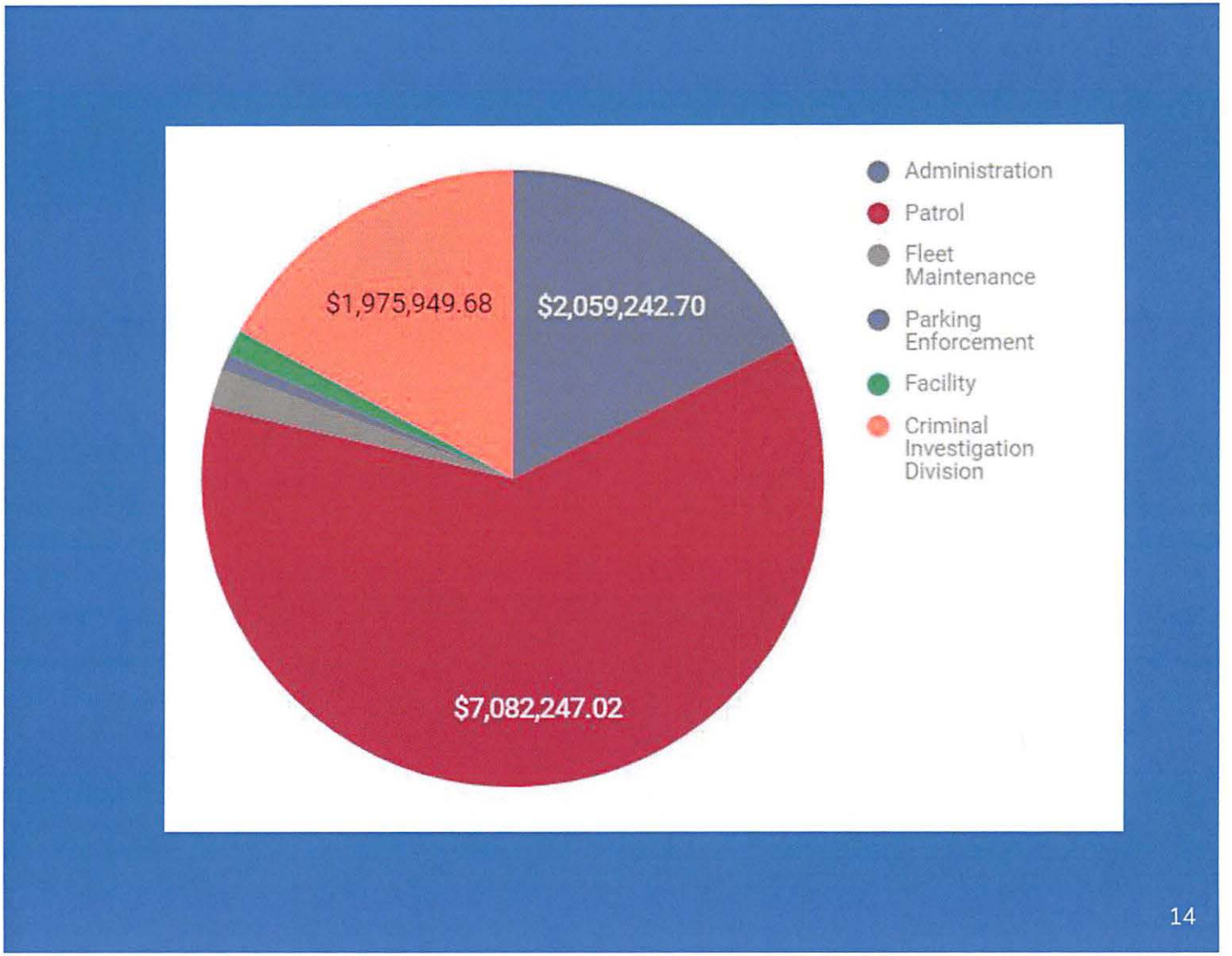
Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

Activities: Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals and personal development plan.
Celebrate Successes of Organization.
Deliver key training across department; including dementia awareness, resiliency, less lethal and rapid response.
Continue Leadership in Police Organization training for all levels of the department and increase ownership of problems and concerns.
Continue department advisory group to identify issues, improve feedback, offer ideas and find solutions.

Expected Outcomes: Greater Camaraderie, Trust and Pride among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Stronger working relationships.

2017 SPD BUDGET

Administration	$2,059,242.70
Patrol	$7,082,247.02
Fleet Maintenance	$227,927.08
Parking Enforcement	$94,900.73
Facility	$161,909.79
Criminal Investigation Division	$1,975,949.68
Total Budget	**$11,602,177.00**



2017 Internal Investigations

Twenty (20) internal investigations were conducted in 2017. Seventeen (17) were initiated by the Department, and three (3) were citizen complaints.

2017 INTERNAL INVESTIGATIONS

INVESTIGATIVE FINDINGS	#
SUSTAINED	15
NOT SUSTAINED	1
UNFOUNDED	1
EXONERATED	0
NO FORMAL COMPLAINT	0

2017 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
SUSTAINED	2
NOT SUSTAINED	0
UNFOUNDED	1
EXONERATED	0
NO FORMAL COMPLAINT	0

Sustained = The allegation is supported by sufficient proof.
Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
Unfounded = The allegation is false or otherwise not based on valid facts.
Exonerated = The incident that occurred or was complained against was lawful and proper.

2017 Use of Force & Search Warrants

2017 USE OF FORCE	
DEADLY FORCE	0
DISPLAY FIREARM	62
DISPLAY ELECTRONIC CONTROL DEVICE	47
DEPLOY ELECTRONIC CONTROL DEVICE	15
EMPLOY ACTIVE COUNTERMEASURES	8
APPLY HOBBLE DEVICE	7
DEPLOY SPECIALTY IMPACT MUNITIONS	1
DEPLOY OLEORESIN CAPSICUM SPRAY	1
CANINE BITE	0

MONTH	SEARCH WARRANTS
January	9
February	10
March	10
April	7
May	3
June	11
July	8
August	8
September	4
October	11
November	9
December	9
Total	**99**

New Hires in 2017

6 new officers joined the SPD in 2017. Richard Hang was sworn in on February 3rd and Carolina Contreras joined us 2 months later on April 17th. On July 31st, Alicia Rotier took the oath. Finally, on December 11th, Nicholas Helland, Mackenzie Powers and Travis Barber were all sworn in together.

We also welcomed a new records specialist clerk, Nicole Slupski on April 6th.

Officer Richard Hang

Officer Carolina Contreras

Officer Alicia Rotier

Officer Nicholas Helland

Officer Mackenzie Powers

Officer Travis Barber

Nicole Slupski

Retirees & Promotions

We said goodbye to three great officers this year. David Adams retired in June. Mark Viglietti and Brian Krueger retired in December.

Officers Sarah Blodgett and Andrew Kundinger were both promoted to Sergeant and Sergeant Kurt Zempel was promoted to Lieutenant.

Deb Landgraf was promoted to Court Services and Cassandra Wohlgemuth to Digital Evidence Manager.

Officer David Adams

Officer Mark Viglietti

Officer Brian Krueger

Sergeant Sarah Blodgett

Sergeant Andy Kundinger

Lieutenant Kurt Zempel

Deb Landgraf

Cassandra Wohlgemuth

K9 Kramer

It was with a heavy heart that we announced the passing of (retired) K9 Kramer on December 31st, 2017, due to illness. K9 Kramer served the Sheboygan Police Department for eight years and retired in December, residing with his handler, Officer Todd Danen.

K9 Kramer was an exceptional dog. Throughout his career, he was actively involved in over 1000 deployments, confiscated over 35 pounds in various narcotics, and was either responsible or involved in over 729 arrests.

Rest easy, boy. We'll take it from here.

ADMINISTRATIVE SERVICES DIVISION

Captain Steve Cobb

The Administrative Services Division is responsible for a variety of support services throughout the department, including the office of the Sergeant of Administration, Police Fleet Services, Radio and Communications, the Court Services Division and Volunteers in Police Service. The Administrative Division is also responsible for the selection and hiring of new personnel, managing the training needs and career development needs for existing personnel, policy management, and building/facility management. The Administrative Division is involved in the development and acquisition of new technology for all divisions of the department.

The Sergeant of Administration is responsible for supervising Community Service Officers and School Crossing Guards, managing individual officers training, managing the department's parking enforcement and traffic functions, and coordinating the Sheboygan Police Citizens Academy.

ADMINISTRATIVE SERVICES DIVISION

In 2017, department goals were supported by training in Integrated Communications, Assessment, and Tactics (ICAT). ICAT is a use-of-force training guide designed to fill a critical gap in training police officers to respond to volatile situations where subjects are behaving erratically and often dangerously but do not possess a firearm.

Hosted the Department of Justice, Leadership in Police Organizations class, welcoming officers and civilians from around the state in this 3 week course that focuses on organizational dispersed leadership.

15 members of the Police Department organization attended LPO Academy's in 2017.

In 2017, an average of 28 hours of policy training was provided through the use of daily training bulletins.

Administered or provided over 9,579 hours of training to department personnel in 2017.

ADMINISTRATIVE SERVICES DIVISION

To maintain compliance with the Juvenile Justice Delinquency Prevention Act, we continued training and auditing of all juveniles held securely at the Sheboygan Police Department. New policy and training led to only 60 secure juvenile holds at the Sheboygan Police Facility, reduced from 203 from when auditing began in 2015.

Body Worn Cameras are small, personally worn systems that allow an officer to record interactions with the public. In 2017, the department acquired and deployed a body worn camera system as well as the associated storage and data management system.

The Division managed hiring processes that resulted in the hiring of 6 officers during calendar year 2107, and established eligible candidates for 2018 vacancies.

The Administrative Services Division oversaw the acquisition and deployments of new speed detection lasers.

The Division also oversaw the acquisition and deployment of new Automatic External Defibrillators in all police patrol vehicles.

CRIMINAL INVESTIGATION DIVISION

Captain Kurt Brasser

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, the Property/Evidence Officer and the Digital Evidence Manager. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery and burglary.

In 2017, procedures were updated to remove currency from the SPD Property Room and deposit it in a city finance account. An additional school resource officer was added this year for a total of five. A Junior Police Academy was held in June, with 31 young people graduating. 147 children graduated from the Safety Town Program in June as well, which was held in conjunction with the Sheboygan Service Club. The Division also provided first responder sex assault training to law enforcement in conjunction with the Sheboygan County Sex Assault Response Team and the DOJ.

CRIMINAL INVESTIGATION DIVISION

87
Sex Offender Waiver Background Investigations

48
Child Interviews at the Child Advocacy Center

(21% of total interviews at the CAC)

755
Cases assigned to CID

373
Forensic Phone Downloads

110
Outreach Events

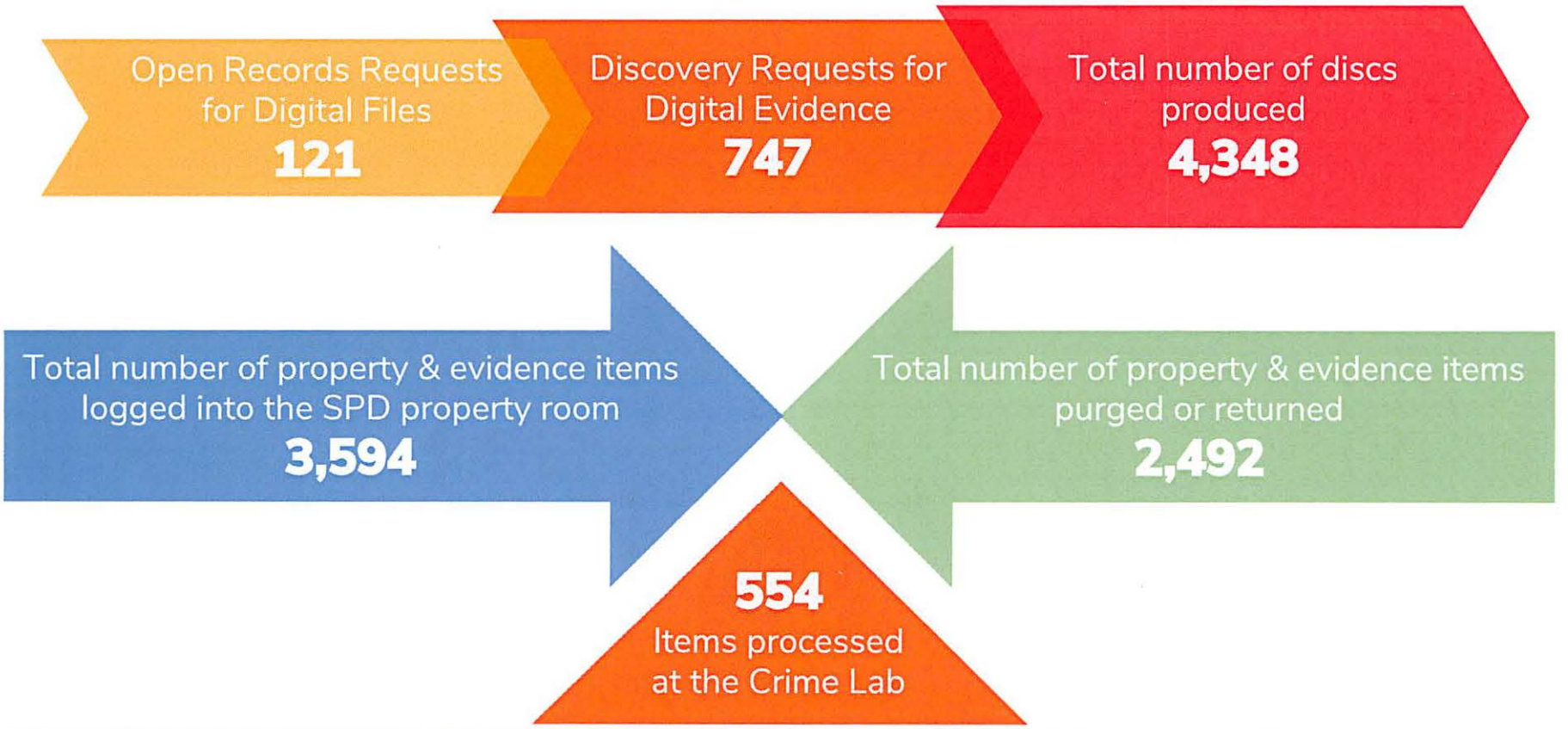
This number includes events provided exclusively by CID as well as events where CID participated with other department personnel.

Breakdown of the Cases Assigned to CID

Total	755
Cleared by Arrest	299
Closed	108
Active	90
Inactive	35
Sit Resolved	55
Unfounded	25
Information Only (Intel)	122
Other	21

CRIMINAL INVESTIGATION DIVISION

Property & Evidence



CRIMINAL INVESTIGATION DIVISION

The MEG Unit

40 Community Talks about Drug Awareness & the Opioid Crisis

PATROL DIVISION

Captain James Veeser

The Patrol Division is the largest division within the Police Department consisting of 63 sworn personnel. The division is led by a Captain, 3 Lieutenants and 7 Sergeants. The patrol division is the backbone of the department and provides the most visible level of service to the community. Patrol Division members are selected for full time assignment to a Street Crimes Unit and K9 assignments.

Members also volunteer and are selected to serve in the following part time assignments: Emergency Response Team, Motorcycle Unit, Explorer Post Advisor, Accident Reconstruction Unit and Honor Guard.

PATROL DIVISION

In 2017, the Patrol Division implemented a Northside Beat Officer to assist neighborhoods with community building and problem solving efforts.

The Patrol Division participated in 60 neighborhood meetings and 9 neighborhood clean ups in 2017.

The Patrol Division led 7 chronic nuisance hearings to improve and resolve issues at problem properties, and participated in 243 outreach activities.

Collaborated with City Planning to conduct a lighting survey for citywide improvements and continued the "Light the Night" program, and collaborated with City Planning and Building Inspection to provide Landlord Training Program.

Reviewed and updated the Police Training Officer (PTO) program resulting in an improved orientation session and the selection of new evaluators and supervisors.

PATROL DIVISION

K-9 Units conducted 204 traffic contacts, 30 drug related deployments, 7 demonstrations, and 5 scheduled school searches. K-9 Units seized 7.3 pounds of THC, 1.2 ounces of methamphetamine, 1 ounce of heroin, 1.4 ounces of cocaine along with $6,068 in currency.

The Street Crimes Unit conducted 12 search warrants and apprehended 46 individuals on outstanding warrants. They seized 3.95 lbs. of THC, 1 ounce of methamphetamine, and 1 ounce of cocaine.

The Accident Reconstruction Team responded to and investigated 4 traffic related fatalities.

The Patrol Division researched, evaluated and selected less lethal options and rifle plates for patrol response, as well as updated lights for squad and ERT rifles.

The Patrol Division provided ALICE training for city departments, local schools and businesses.

PATROL DIVISION

10,476 parking citations issued

1,524 city ordinance citations issued

1,456 nuisance complaints investigated

Responded to **519** alarms

904 abandoned vehicle complaints investigated

146 abandoned vehicles towed

Detained & Filed Emergency Detention Commitments on 161 individuals.

INFORMATION SERVICES DIVISION

Paula Haelfrisch

The Information Services Division of the Sheboygan Police Department consists of the following positions: 1 Administrative Assistant/Office Supervisor, 1 Crime Analyst, 1 Time Agency Coordinator, 2 Department Secretaries, 7 Records Specialist Clerks, 1 PT Records Specialist Clerk, 1 LTE (limited term employment) Records Specialist Clerk.

The civilian staff continues to provide support to the sworn personnel of the Sheboygan Police Department at various levels. Duties continue to evolve as technology changes. New cash receipting software was introduced to the front desk personnel, in anticipation of moving towards online payment processing, and a new dictation system was launched for the entire department. In addition, the information services division responded to 3,778 open records requests.

The following slides contain statistical data compiled by the Crime Analyst.

TOTAL NUMBER OF LAW INCIDENT COMPLAINTS FOR THE CITY OF SHEBOYGAN POLICE DEPARTMENT IN 2017:

24, 532

Part I Crimes							
	2012	2013	2014	2015	2016	**Average**	2017
Homicide	3	1	1	0	1	1	0
Rape	19	20	20	22	20	20	24
Robbery	21	14	17	14	10	15	11
Aggravated Assault	126	97	116	124	100	113	85
Violent	**169**	**132**	**154**	**160**	**131**	**149**	**120**
Burglary	262	187	161	128	119	171	91
Theft	1212	1023	1082	991	908	1043	702
Motor Vehicle Theft	42	31	24	31	36	33	32
Arson	5	6	12	4	5	6	12
Non-Violent	**1521**	**1247**	**1279**	**1154**	**1068**	**1253**	**837**
Total Part I	1690	1379	1433	1314	1199	**1402**	957

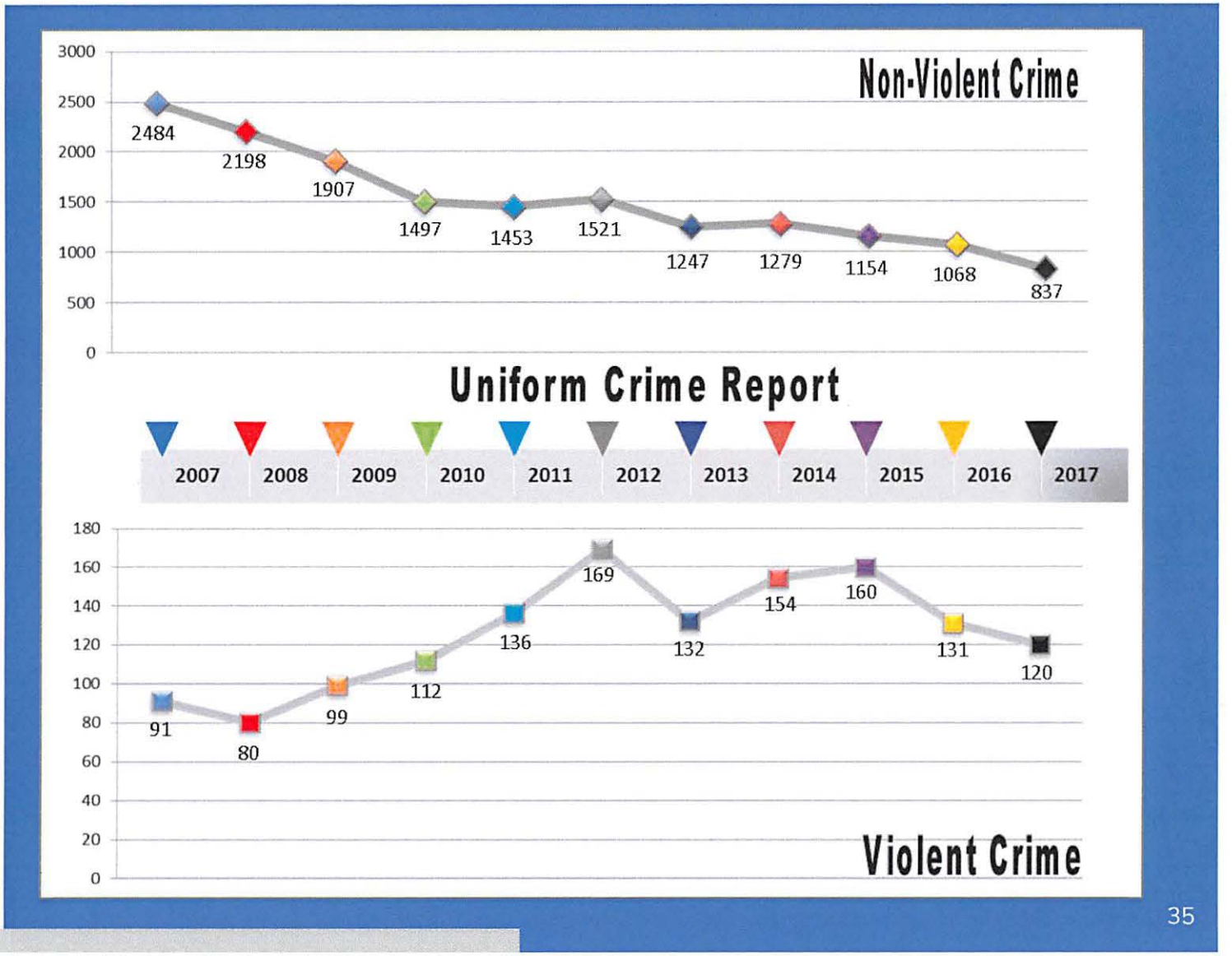
5 Year Average

Part I Crimes	Homicide	Rape	Robbery	Aggravated Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2017	0	24	11	85	91	702	32	12	957
5 Year Average	1	20	15	113	171	1043	33	6	1402
Difference	**-100%**	**20%**	**-27%**	**-25%**	**-47%**	**-33%**	**-3%**	**100%**	**-32%**

2017 Goals

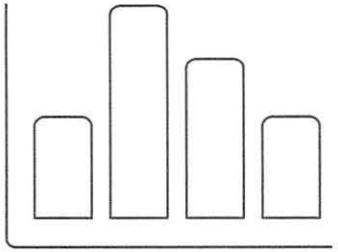
Offenses	Goal	Actual	Difference	Percent
Robbery	15	11	-4	-27%
Agg. Assault	90	85	-5	-6%
Burglary	150	91	-59	-39%
Theft	1000	702	-298	-30%
Total Part I	**1315**	**957**	**-358**	**-27%**

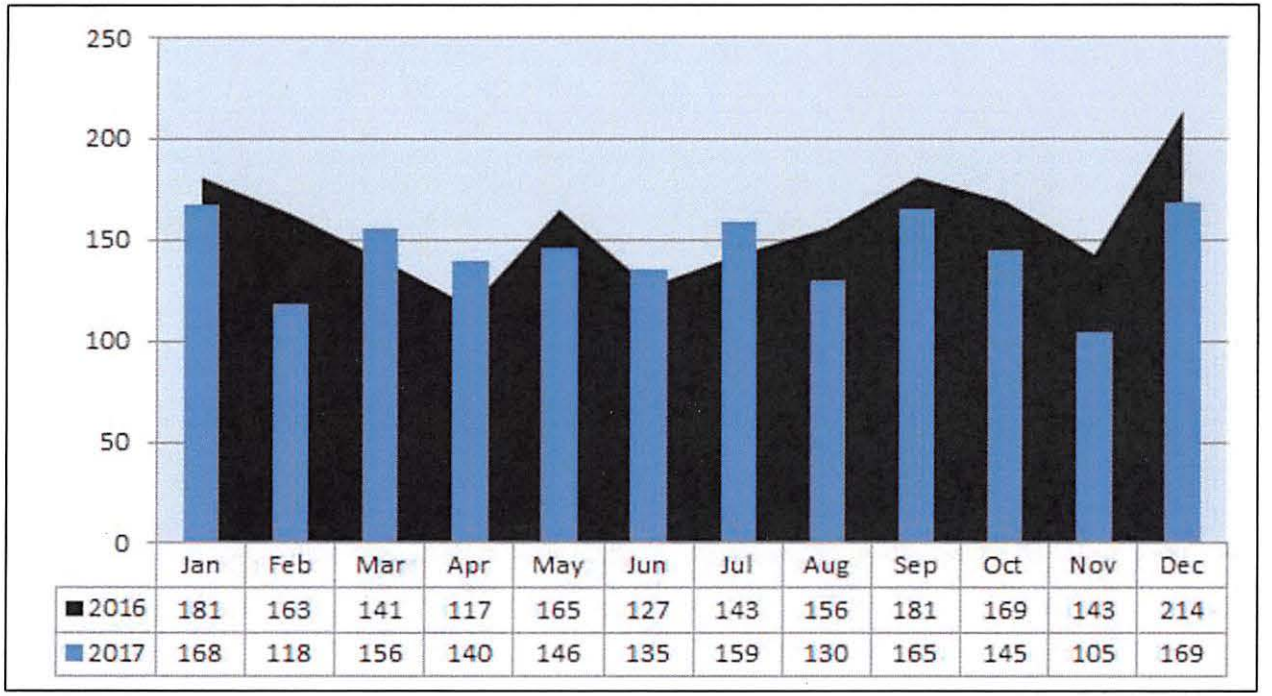
Historical Uniform Crime Report Data



2017 Traffic Accident Data

2017 Total	1736
2016 Total	1900
Difference	-164
Percent	-9%





	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	181	163	141	117	165	127	143	156	181	169	143	214
2017	168	118	156	140	146	135	159	130	165	145	105	169

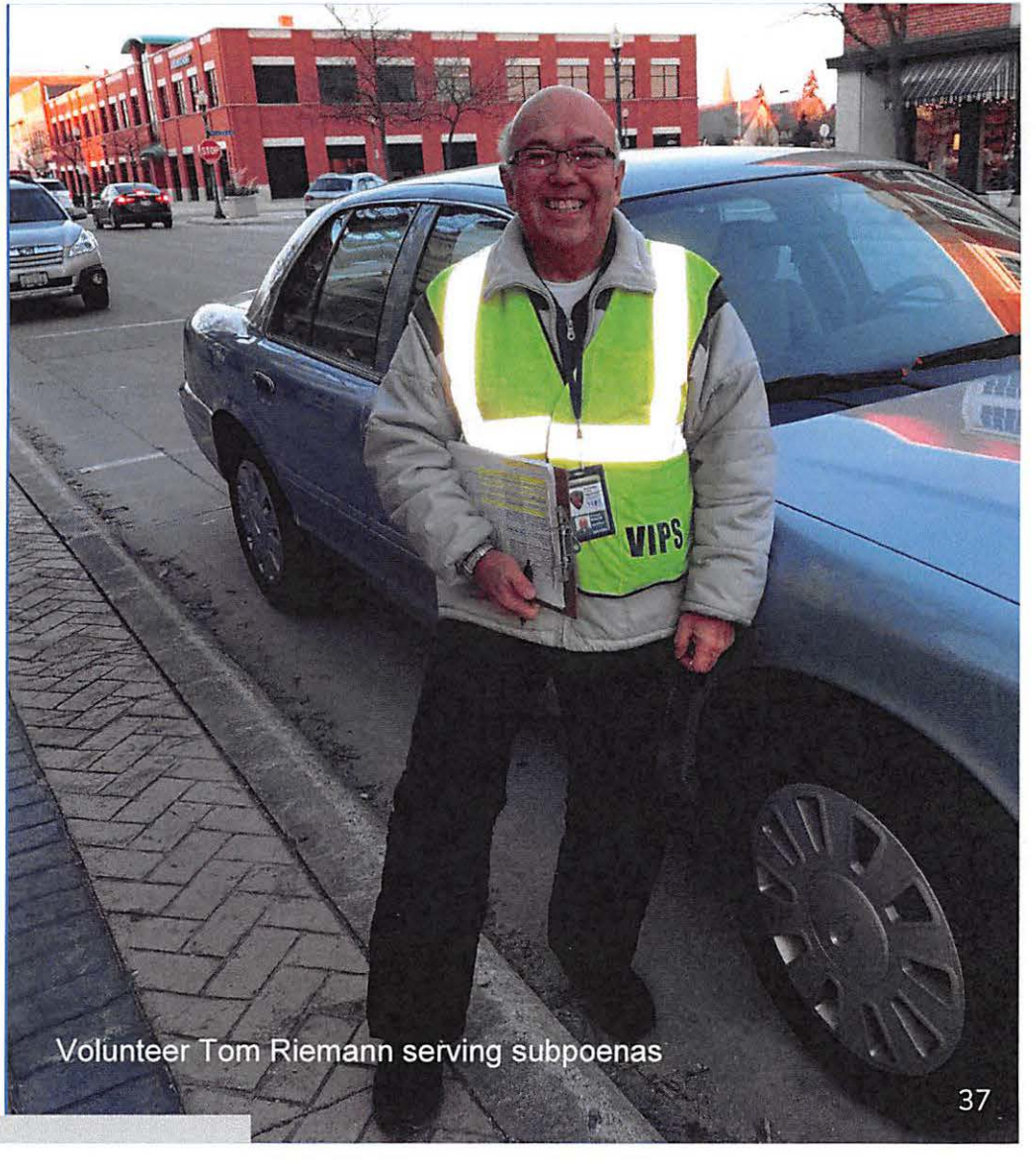
Volunteers in Police Service

The Sheboygan Police Department has eleven volunteers who provide a variety of support services and do not receive any compensation. Our VIPS staff provides assistance in the police records and court services area, as well as giving tours of the facility to community groups.

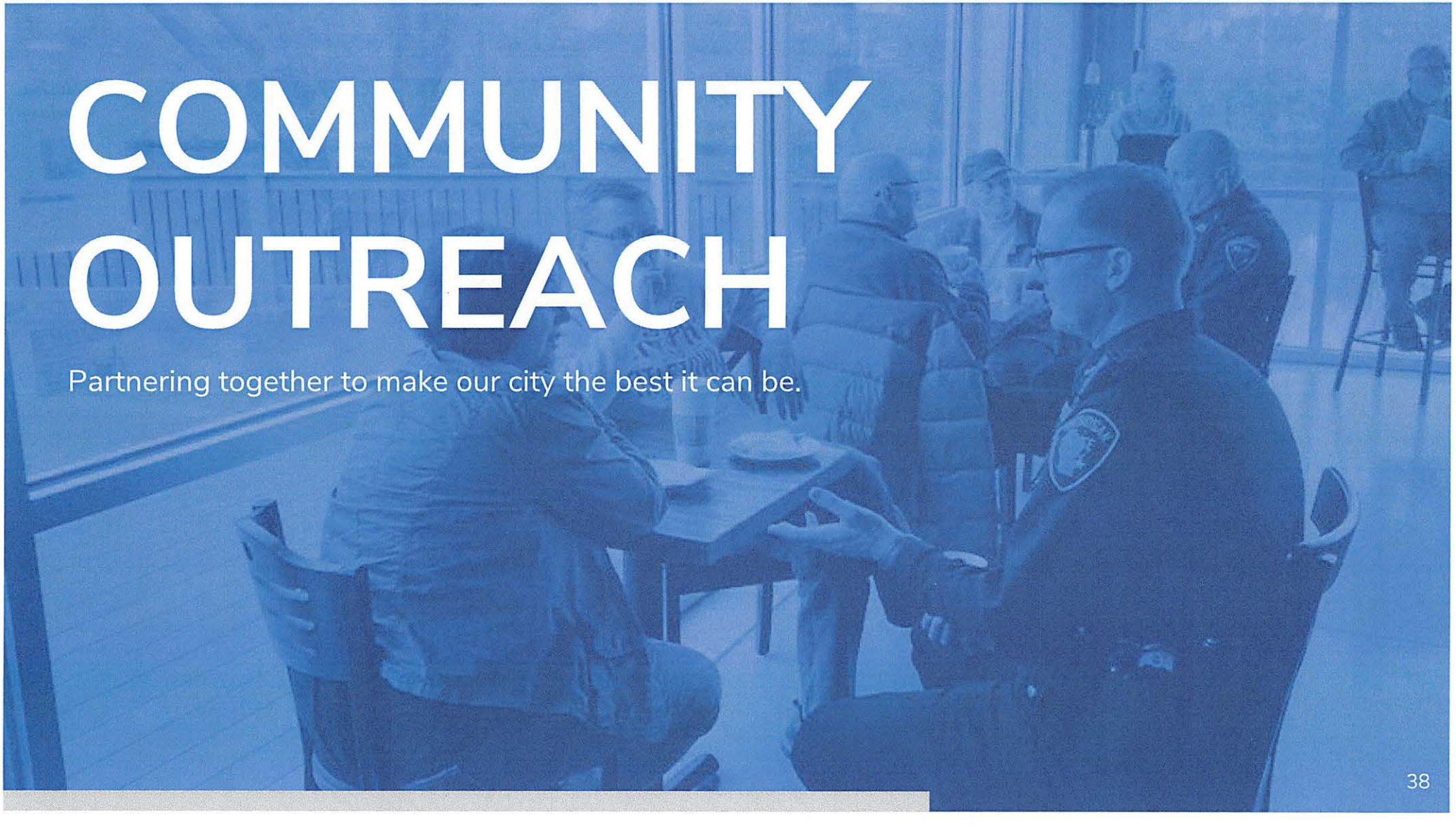
They further assist by serving subpoenas, assisting with collections from the prescription drug drop off box, doing civilian fingerprinting, and numerous other assignments.

VIPS are led by Coordinator Penny Weber. Other members include: Mary Ann Dickfoss, Joe Glover, Jr., Jason Lawrence, Kristi Lawrence, Connie Mehan, Ethel Pillman, Sherry Rebholz, and Tom Riemann. Volunteers also include two police department chaplains, Rev. Mario Ciotola and Rev. Ethan Tews. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.

During 2017, VIPS donated **1,820** hours!



Volunteer Tom Riemann serving subpoenas



COMMUNITY OUTREACH

Partnering together to make our city the best it can be.

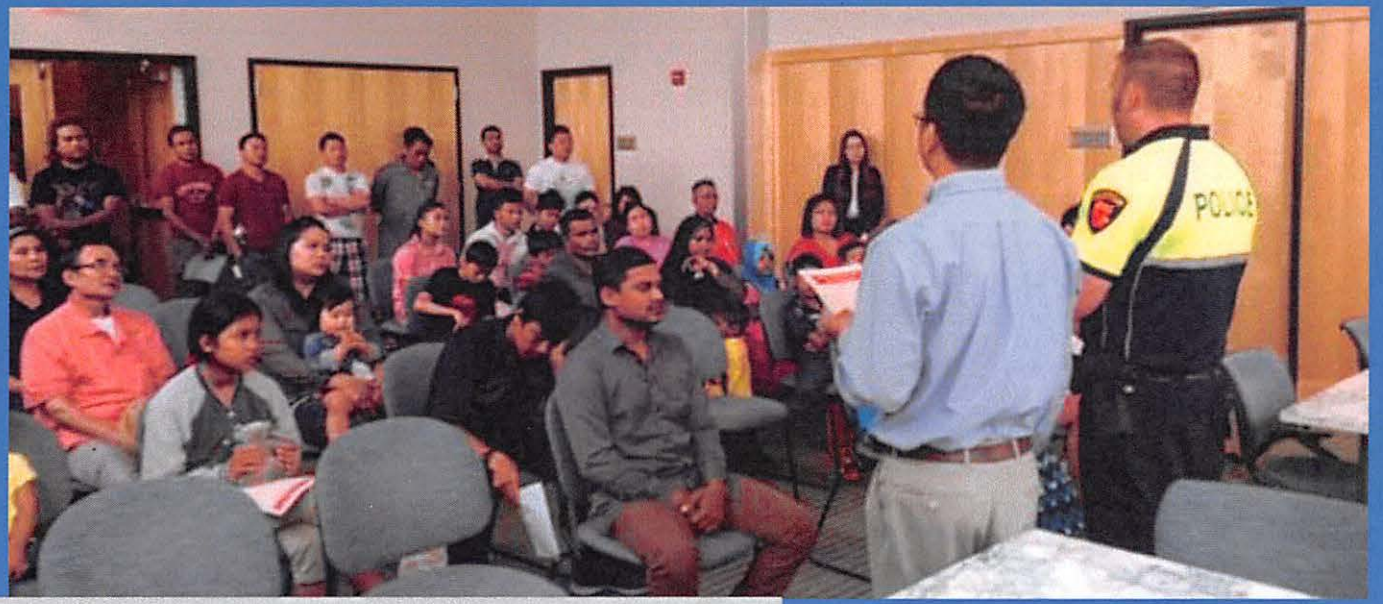
Jackson School Reading Program

March 23, 2017

They say reading is FUNdamental and it sure was at Jackson Elementary School. Officers and detectives volunteered to partake in the reading program for 2nd and 4th-grade students, where they all broke out into groups for some type of an adventure-compliments of a book.

Building New Relationships

Throughout 2017, the Department participated in outreach to the Hmong, Somali and Burmese communities to support the exchange of information, create understanding and build relationships. It is critical that law enforcement be able to productively interact & communicate effectively with immigrant communities, as many immigrants come from countries in great turmoil and where they fear the police.



Sheboygan Law Enforcement Explorer Post #2881

March 2017

Sheboygan Law Enforcement Explorer Post #2881 took 2nd place in an explorer competition. The explorers competed against approximately 140 other explorers from all over Wisconsin and Illinois. The explorers are lead by Officers Jaeger, Fickett, Knez, Walloch and Stephen.

Coffee with a COP

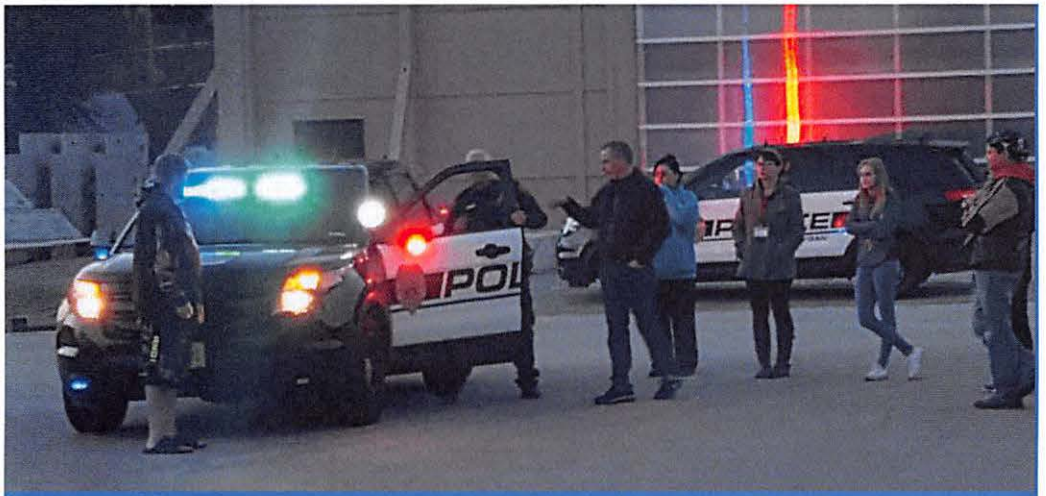
The Sheboygan Police Department teamed up with Glas Coffee House, Paradigm Coffee & Music, and McDonald's to host "Coffee with a Cop." The program has been utilized nationally and has teamed area restaurants with their local law enforcement agencies with the overall goal of opening communication and building relationships with community members.

BRAT with a COP

We're building relationships one brat at a time! The mission of Brat with a Cop is to break down the barriers between the Police and the citizens they serve, and to promote a medium where both the police and those citizens can get to know each other and discover mutual community goals.

2017 Bike Rodeos

The Sheboygan Police Department and Police Explorers hosted two Bike Rodeos, teaching about bicycle safety and maintenance, in addition to offering helmet fittings, snacks and prizes.



2017 Citizen Academy

Over the course of eleven weeks, citizens are provided the opportunity to gain knowledge and a better understanding of the vision, values, goals, and operations of the Sheboygan Police Department. Additional activities involve hands-on participation, such as, high-risk and low-risk traffic stops, shoot-don't shoot exercises and a tour of the Sheboygan County Jail, along with firearms instruction and use at the range.

Neighborhood Clean Ups

Throughout 2017, Sheboygan police officers teamed up with local residents to help clean up neighborhoods and forge new relationships.

LAW ENFORCEMENT

WISCONSIN

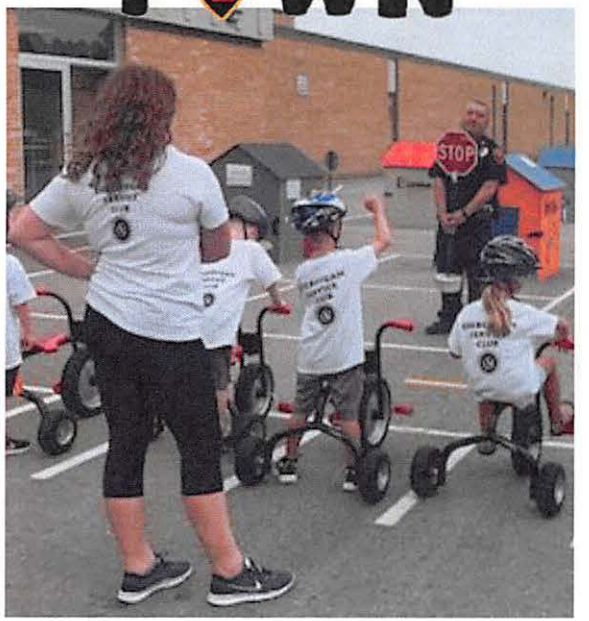
TORCH RUN

FOR SPECIAL OLYMPICS

The Torch Run is an effort to increase awareness and raise funds for Special Olympics of Wisconsin. It took place in more than 30 communities across Wisconsin, with all participants uniting at UW Stevens Point for the State Summer Games Opening Ceremony. On June 8, 2017, local law enforcement ran and biked through Sheboygan, Kohler, Sheboygan Falls, Plymouth, and Elkhart Lake with a special stop at Trooper Trevor Casper's grave in Kiel, with their final destination being the Special Olympics Wisconsin State Summer Games.

On Saturday, June 10th the Sheboygan Police Department participated in the statewide "Stuff the Squad" event outside of Pick 'n' Save stores.. Donated food items went to help local food pantries and families in our community.

Junior Police Academy is a week-long program that provides a forum not only for officers and students to interact with each other but to inspire good character, advanced citizenship, foster problem-solving & good decision-making skills, in addition to technical instructions about police work to middle school students.

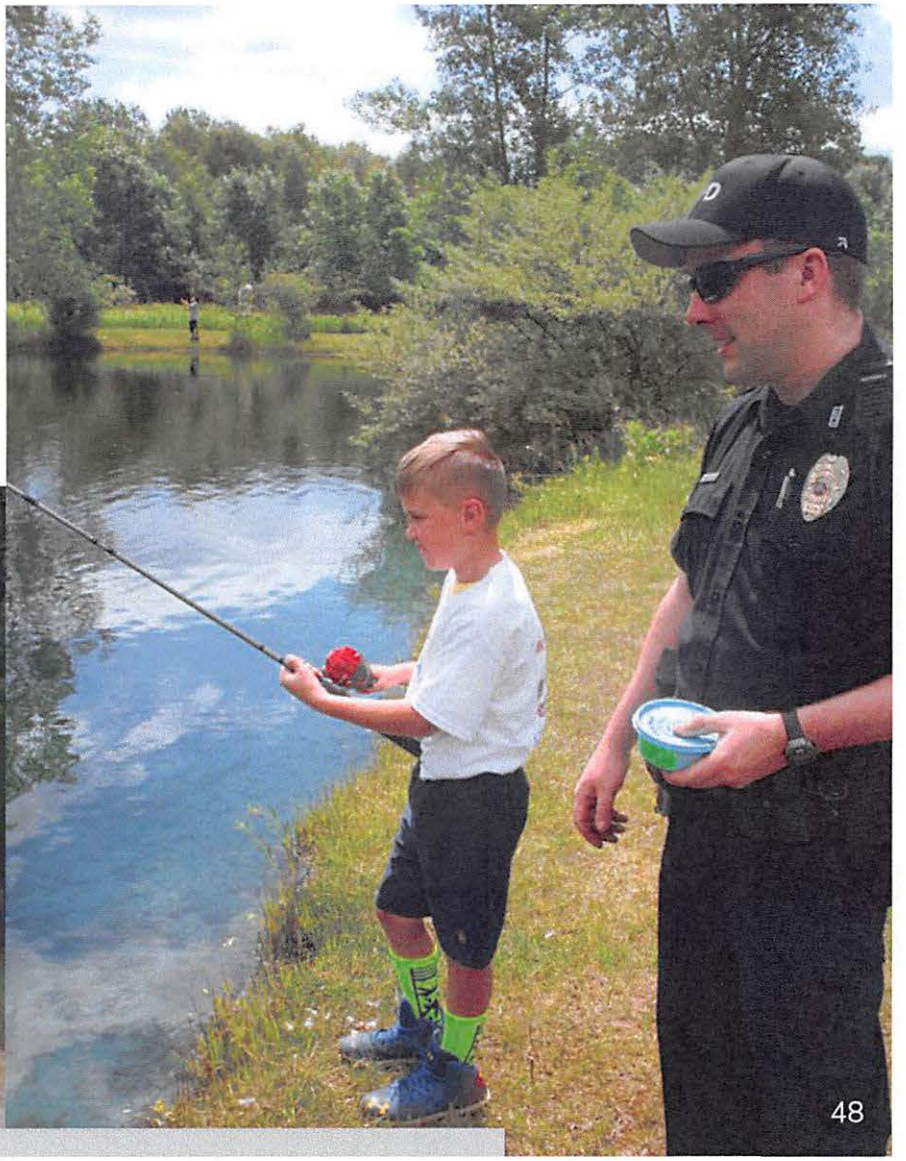


This 15-hour safety education program, co-sponsored by the Sheboygan Service Club & Community Recreation Department, is for children who will be starting kindergarten.. The safety topics include; bike safety, stranger danger, poisons around the house, pet safety, water safety and many lifesaving topics.

COPS and Bobbers

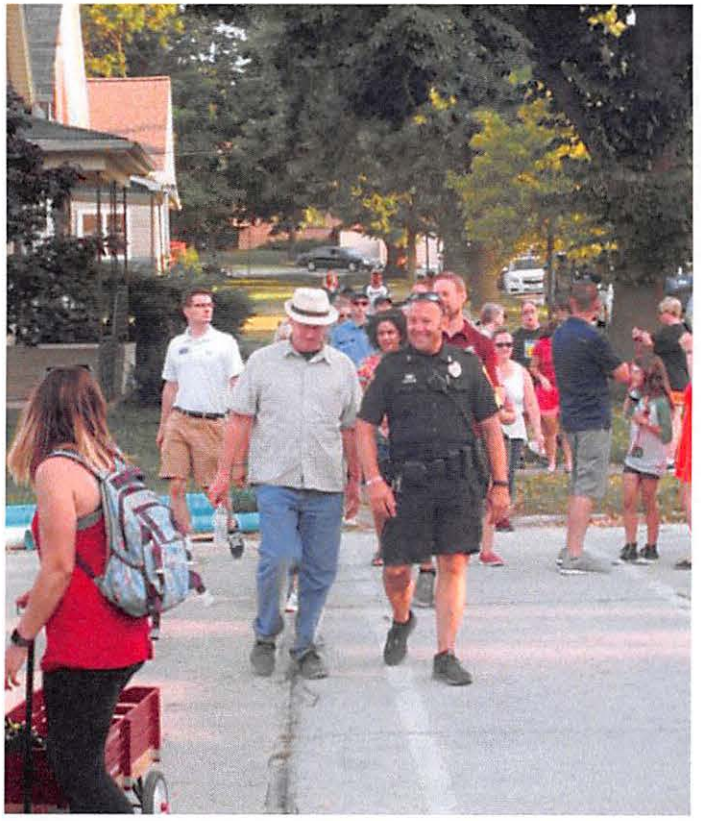
The annual "Cops and Bobbers" event was held on June 17, 2017. It was such a success that a second event was added on August 13, 2017.

Special thanks to our sponsors: Old Wisconsin, The Wharf, Cousins Subs, Sheboygan Roosted Gobblers, Anglers Avenue, Johnsonville, Shoreline Metro and Sheboygan Outboard Club



Cop on a Rooftop

Wisconsin Law Enforcement Officers from around the state volunteered at over 50 Dunkin' Donuts locations on August 11, 2017 to support the Law Enforcement Torch Run for Special Olympics Wisconsin. Dunkin' Donuts donated $5,000 to the Torch Run.



National Night Out was held on August 1st, at General King Park. This event promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. The event included a "Walk Against Crime," food trucks, music, refreshments and face painting by Target.

Officer Matt Braesch was honored to lead the Children's Montessori Halloween Parade!

"Boo with the Blue" was a great success as officers and kids had Halloween fun together at the Boys and Girls Club of Sheboygan County.

Community Meal

Officers helped prepare a meal with the assistance of Nourish Farms. This was a great opportunity for us to serve members of our community and continue building strong relationships in our city. We want to thank all of the community members for coming out to spend the night with us and Nourish for letting us help prepare all of this delicious food.

NOURISH

Shop With A Cop

Shop With A Cop is an area law enforcement officer outreach where underprivileged children, who are referred to the program by social agencies, are paired up with an officer for an evening of food, fun and Christmas shopping for his or her family. Special thanks to local law enforcement volunteers, Lakeshore Lanes, Target and many community members who made this event possible. It is an incredible honor to be involved with these children and families.

The 2nd Annual Operation Blue Santa

The Sheboygan Police Department would like to thank all the great community sponsors that made this event possible. Christmas is a time for giving and we are so fortunate to be a part of this great event. The smiles on the children's faces were priceless! We hope that everyone involved remembers this for years to come.

CELEBRATING SUCCESS

The 2017 Sheboygan Police Benevolent Association Service Awards

2017 Sheboygan Police Benevolent Association Service Awards

February 24th, 2017
Lakeshore Culinary Institute

The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Medal of Valor:

Presented to an Officer for an act of extraordinary bravery or heroism performed in the line of duty at imminent personal risk to life. This award recognizes officers whose actions have gone above and beyond the call of duty, or an officer who has performed an act of bravery displaying extreme courage while knowingly facing imminent danger.

Officer Brandon Kehoe

Officer TJ Hamilton

Meritorious Service Award:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.

Officer Mike Wynveen

2017 Sheboygan Police Benevolent Association Service Awards

February 24th, 2017
Lakeshore Culinary Institute

Civilian Employee of the Year:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.

Russ Schreiner

Police Officer of the Year:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.

Officer Anna Taylor

Community Engagement Award:

Presented to an officer who demonstrated outstanding performance in community outreach and engagement and recognize initiatives which show potential for long-term impact on the community and its relationship with the Sheboygan Police Department.

Officer Matt Heimerl

2017 Sheboygan Police Benevolent Association Service Awards

February 24th, 2017
Lakeshore Culinary Institute

Citizen's Distinguished Service Award:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

Not Pictured:

Leon Lyons
Kurt Klessig
Dr. Debbie Lassiter

Life Saving Award:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.

Officer Brent Vreeke

Officer Tim McMullen

Not Pictured:

Hunter Heyn

PARTNERING WITH THE COMMUNITY

We want to end our year in review by expressing our gratitude to our many community partners for their donations.

THANK YOU!

Sheboygan Jaycees
Olivu 426, LLC
Lakeland College Criminal Justice Club
Walmart
Plenco
Sheboygan Area Chapter 338 of AARP, Inc.
Nancy Mueller
Jean Grande
Jeffrey Counard
Margaret Pfeffer
Starr Gerk
Stefano's
Sheboygan Police Benevolent Association
Petsmart
Miesfeld's
Old Wisconsin
Clint Kindt
Vidya Stolz
Dutchland Plastics
Chinnu Pagadala
FreakToyz
Bank First National
Kieffer and Co., Inc.
Bullard Children's Dentistry, LLC
Little Caesars Pizza
Martin Automotive
Sheboygan Roosters Club
St. Luke's
Pick 'N Save
Piggly Wiggly

SPD ANNUAL REPORT 2017

The Sheboygan Police Department's 2017 Annual Report was produced by Paula Haelfrisch, Mary Danen and Cassandra Wohlgemuth.

Special thanks to all those who submitted information to make this report possible and to Detective Paul Olsen for many of the beautiful photos.

Sheboygan Police Department
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081
(920)459-3333
sheboyganpolice.com

Find us on: facebook

@Sheboygan_PD

The SPD utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and You Tube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.

VI

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred R. O. No. 323-17-18 by City Clerk submitting a communication from Alderperson Savaglio regarding the uncontrolled intersection on 25th Street and Pennsylvania Avenue; recommends to accept and file and direct the City Attorney to draft an Ordinance.

Concur.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.14

R. O. No. 323 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a communication from Alderperson Savaglio regarding the uncontrolled intersection on 25th Street and Pennsylvania Avenue.

Public Works
City attorney
draft ord
4.4.18 ord submitted

CITY CLERK

DeBruin, Meredith

From: Alderperson Markus Savaglio
Sent: Tuesday, March 13, 2018 2:55 PM
To: DeBruin, Meredith
Cc: meghanmurray3188@gmail.com
Subject: Fwd: Intersection Proposal

Please put this on the next council meeting agenda, for referral to the appropriate place.

There is a 3 way uncontrolled intersection on 25th and Pennsylvania, and I would like to ask that or be reviewed for a yield sign on Penn. please put that on the agenda as well, with a referral to the appropriate place.

Thank you!

Sent from my iPhone

Begin forwarded message:

> **From:** Meghan Murray <meghanmurray3188@gmail.com>
> **Date:** February 27, 2018 at 9:49:40 PM CST
> **To:** <markus.savaglio@sheboyganwi.gov>
> **Subject: Intersection Proposal**
>
> Hi Mr. Savaglio,
>
> I am wondering if you would be the correct contact person regarding a proposal in support of creating a four way stop on the intersection of North 27th Street and Center Avenue. If so, how would I move forward with my thoughts and concerns?
>
> Thanks in advance,
>
> Meghan Murray
> meghanmurray3188@gmail.com
> (920)2076676

VII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 324-17-18 by Director of Planning and Development submitting a request to accept $20,000 in sponsorship contribution from PLENCO towards the 2018, 2019, and 2020 City's Independence Day Freedom Fest Celebration, recommends approving the request.

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

Other Matters

9.1

R. O. No. 324 - 17 - 18. By DIRECTOR OF PLANNING AND DEVELOPMENT.
March 19, 2018.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting $20,000 in sponsorship contribution from PLENCO towards the 2018, 2019, and 2020 City's Independence Day Freedom Fest Celebration.

PLENCO has agreed to be a title sponsor for the event over the next three years. In late 2017, Johnsonville had notified that city of their interest in not sponsoring the event as a title sponsor. PLENCO has agreed to the following years and amounts:

2018: $20,000
2019: $20,000
2020: $20,000

City Staff and Visit Sheboygan, Inc. staff is working with PLENCO on marketing and promotion items as part of this contribution.

Finance
+
Personnel
approve

DIR. OF PLANNING & DEV

City of Sheboygan
spirit on the lake

March 15, 2018

Mr. Michael Brotz
c/o Mary Wesner, Executive Secretary
PLENCO
3518 Lakeshore Road
Sheboygan, WI 53082-0758

Dear Mr. Brotz:

Thank you for your interest in sponsoring the City of Sheboygan 4th of July Freedom Fest event. We are grateful that PLENCO has agreed to fund this event.

As was discussed, PLENCO agrees to sponsor the City's Freedom Fest event in the amount of $20,000 for 2018, 2019 and 2010 for a total of the $60,000. The City respectfully requests that PLENCO provide payment to the City's tourism entity, the Visit Sheboygan, Inc., 621 S. 8th Street, Sheboygan, no later than April 20 of each year.

Visit Sheboygan, Inc., is contracted with the City of Sheboygan to manage the Freedom Fest event and will provide promotional opportunities for the event utilizing PLENCO's logo.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for PLENCO's commitment to the City and to the visitors and citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the continued success of this event, which is anticipated and enjoyed by an estimated 80,000 people each 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 Pelishek
Planning & Development Director

PLENCO AGREEMENT:

Michael R. Brotz

Title: PRESIDENT

Date Signed: 3/16/18

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING COMMITTEE.
April 4, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 325-17-18 by the City Clerk, submitting license applications for the period ending June 30, 2018, December 31, 2018 and June 30, 2019; recommends granting the following licenses:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

No.	Name	Address
2087	Darling, Joann M.	1630 Cambridge Avenue
2102	Gonzalez, Brigitte A.	1334 Annie Court
2099	Hernandez, Gina M.	2208 S. 14th Street
0699	Howell, Krista M.	1904A S. 14th Street
2103	Murphy, Kevin P.	2803 Rolling Meadows Drive
2096	Torres, William	512 Wisconsin Avenue #4
2089	Wrensch, Lindsay L.	6303 Deerpath Trail

TAXICAB DRIVERS LICENSE (December 31, 2018) (NEW)

No.	Name	Address
2092	Couch, Christopher A.	2043 Waverly Court
2095	Venzke, Christopher M.	1445 S. 13th Street

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

VIII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred Res. No. 156-17-18 by Alderpersons Donohue and Bohren terminating Tax Incremental Financing District No. 5; recommends passing the Resolution.

Carried

_____ _____

_____ _____

_____ _____

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

6.1

Res. No. 156 - 17 - 18. By Alderpersons Donohue and Bohren.
March 19, 2018.

A RESOLUTION terminating Tax Incremental Financing District No. 5.

WHEREAS: The City of Sheboygan passed Res. No. 4-91-92 creating Tax Incremental District No. 5 on May 6, 1991 and adopted a project plan that year; and

WHEREAS: TIF District No. 5 will reach its maximum life on May 6, 2018.

NOW, THEREFORE, BE IT RESOLVED: That the City Common Council does hereby terminate TIF District No. 5; and

BE IT FURTHER RESOLVED: That the City Clerk shall notify the Wisconsin Department of Revenue that the District has been terminated;

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the City shall send final audited information to the Wisconsin Department of Revenue.

Finance + Personnel 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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 156-17-18 by Alderpersons Donohue and Bohren. A Resolution terminating Tax Incremental Financing District No. 5.

REPORT PREPARED BY: Nancy Buss, Finance Director

REPORT DATE: March 21, 2018 **MEETING DATE:** March 26, 2018

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:
The City of Sheboygan created Tax Incremental Financing District 5 on May 6, 1991. The district was created for Sheboygan Paper Box Company as a Small Industrial District. The district will reach its maximum life on May 6, 2018.

STAFF COMMENTS:
The district did not issue any debt, instead utilized advances from the General Fund and the Industrial Park Fund. The level of tax increment paid the interest on the advances and the majority of the principal. There will be no surplus funds to be distributed.

ACTION REQUESTED:
Motion to recommend the Common Council approve Res. No. 156-17-18 to terminate Tax Incremental Financing District No. 5.

ATTACHMENTS:
I. Res. No. 156-17-18

VIII

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred Res. No. 157-17-18 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the replacement and installation of Raw Wastewater Pump #6 at the Wastewater Treatment Facility; recommends passing the Resolution.

Concur

_____ _____

_____ _____

_____ _____

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

6.2

Res. No. 157 - 17 - 18. By Alderperson Wolf. March 19, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement and installation of Raw Wastewater Pump #6 at the Wastewater Treatment Facility.

WHEREAS; The Wastewater Treatment Facility has been operating with five raw wastewater pumps for the past several years. The plant is designed for six pumps and the five currently in place can no longer meet the demands based upon volume as dictated by the WI Department of Natural Resources(WDNR) and;

WHEREAS; The Project was put out for bid/quote and includes everything necessary for the complete provision, installation, new electrical controls and commissioning of the new pump, and;

WHEREAS; the funding for this project is included in the Wastewater System Replacement Costs fund.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Crane Engineering, Englewood Electric Supply, August Winter & Sons, and Altmeyer Electric for provision and installation of a new Raw Wastewater Pump and related equipment in the total amount of $ 165,367.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on 60138300-980099 2018 Wastewater System Replacement Costs Fund in the amount of $ 165,367.00.

Public 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

VIII

R. C. No. ___ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred Res. No. 158-17-18 by Alderperson Wolf declaring Common Council's intent not to levy special assessments for the 2018 Bituminous Resurfacing Program; recommends passing the Resolution.

Concur

_____ _____

_____ _____

_____ _____

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

6.3

Res. No. 158- 17 - 18. By Alderperson Wolf. March 19, 2018.

A RESOLUTION declaring Common Council's intent not to levy special assessments for the 2018 Bituminous Resurfacing Program.

WHEREAS, the Common Council voted not to levy special assessments for the 2017 street resurfacing program; and

WHEREAS, the Common Council has already expressed its intent not to levy special assessments by passing a budget that includes costs for street repair and resurfacing but no revenues from special assessments.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan elects not to levy special assessments for the 2018 Bituminous Resurfacing Program.

Public 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

VIII

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred Res. No. 159-17-18 by Alderperson Wolf authorizing appropriate City Officials to work jointly with the Town of Wilson on regional sanitary sewer issues; recommends passing the Resolution.

Approved

_____ _____

_____ _____

_____ _____

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

6.4

Res. No. 159 - 17 - 18. By Alderperson Wolf. March 19, 2018.

A RESOLUTION authorizing appropriate city officials to work jointly with the Town of Wilson on regional sanitary sewer issues.

WHEREAS, the City of Sheboygan desires to mutually cooperate on regional sanitary sewage collection and conveyance systems with the Town of Wilson in an effort to be practical, efficient, and cost effective; and

WHEREAS, in August of 2017 the City of Sheboygan engaged the engineering services of Ruekert-Mielke to design the necessary sanitary sewer extension for the new SouthPointe Enterprise Campus. As part of this design, City of Sheboygan staff was in contact with Town of Wilson Sanitary Sewer District representatives to gain information and access to Town sanitary systems to determine future needs and/or improvements; and

WHEREAS, the City of Sheboygan has recently shared the results and findings of the planned sanitary sewer extension with the Town of Wilson; and

WHEREAS, City of Sheboygan staff and Town of Wilson staff have successfully collaborated in past projects, most recently the drainage issues along Sunnyside Avenue between South 13th Street and South 14th Street where both parties shared the cost of improvements; and

WHEREAS, the City and the Town have also cooperated on other successful joint cost-share projects; and

WHEREAS, it is recognized that the parties have jointly agreed to mutually cooperate on sewage treatment and conveyance since 1975, and that this cooperation will ultimately serve the interests of both parties.

Public Works approve

NOW, THEREFORE, BE IT RESOLVED: That the appropriate officials of the City of Sheboygan are authorized to cooperate and collaborate with officials from the Town of Wilson and its Sanitary Districts to jointly study and plan for future sanitary sewer infrastructure, including but not limited to: existing sanitary sewer lines, future sanitary sewer lines and land use, potential interceptor sewers, and improvements or additions to lift stations and other related sanitary sewer system improvements.

BE IT FURTHER RESOLVED: That the City of Sheboygan agrees to mutually cooperate with the Town of Wilson on financing of future sanitary sewer infrastructure improvements and provision of fair and cost effective prorations of costs based on contributing municipality's flow.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred Res. No. 160-17-18 by Alderperson Wolf authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for additional design services related to the railroad crossing and additional reporting related to extending the project limits for the North Avenue Road Project (Calumet Drive to N. 15th Street, State Project ID 4996-01-78) for the proposed sum of $3,634.63 of which the Federal share is $2,907.70 and of which the City of Sheboygan's share is $726,93; recommends passing the Resolution.

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.

6.5

Res. No. 160 - 17 - 18. By Alderperson Wolf. March 19, 2018.

A RESOLUTION authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for additional design services related to the railroad crossing and additional reporting related to extending the project limits for the North Avenue Road Project (Calumet Drive to N. 15th Street, State Project ID 4996-01-78) for the proposed sum of $3,634.63 of which the Federal share is $2,907.70 and of which the City of Sheboygan's share is $726.93.

RESOLVED: That the appropriate City Officials execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for additional design services related to the railroad crossing and additional reporting related to extending the project limits for the North Avenue Road Project (Calumet Drive to N. 15th Street, State Project ID 4996-01-78) for the proposed sum of $3,634.63 of which the Federal share is $2,907.70 and of which the City of Sheboygan's share is $726.93.

BE IT FURTHER RESOLVED: that the appropriate City Officials are hereby authorized to draw funds on Account #47533140-631200 in payment of same.

Public 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.5 TO THE CONTRACT
BETWEEN City of Sheboygan (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND McMAHON (CONSULTANT) FOR

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

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated June 9, 2015, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

- The DEPARTMENT has requested that additional design services be performed to complete the online application process for the Union Pacific Railroad, for utility installation encroachments, and for utility installation crossings.

Actual costs to the CONSULANT up to $263,347.72 (an increase of $3,389.46), plus a fixed fee of $18,941.16 (an increase of $245.17), not to exceed $282,288.88 (an increase of $3,634.63).

For historical resources DOE services subcontracted to Heritage Research, LTD, the CONSULTANT's actual cost to Heritage Research, LTD based on Heritage Research's actual cost up to $20,175.25 (no change), plus a fixed fee of $1,952.19 (no change) not to exceed $22,127.44 (no change).

For title report services subcontracted to Classic Title Services, the CONSULTANT'S actual cost to Classic Title Services not to exceed $8,100 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
60 year Title Reports with one update (0 tax key numbers, a decrease of 4)	Each	$150.00 (no change)
Letter Reports (54 tax key numbers, an increase of 12)	Each	$75.00 (no change)
Expand Letter Reports to 60 year Title Reports (18 tax key numbers, an increase of 18)	Each	$75.00 (no change)
Updates to Letter Reports (54 tax key numbers, an increase of 54)	Each	$50.00 (no change)

For environmental database services subcontracted to Environmental Data Resources, the CONSULTANT'S actual cost to Environmental Data Resources not to exceed $390.00 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
Standard Package	Lump Sum	$350.00 (no change)
Sanborn Sets (2 req'd)	Each	$20.00 (no change)

For subsurface investigation services subcontracted to River Valley Testing, the CONSULTANT'S actual cost to River Valley Testing not to exceed $5,520.00 (no change).

For phase 1 archaeological investigation subcontracted to Archaeological Research, Inc., the CONSULTANT's actual cost to Archaeological Research, Inc. based on Archaeological Research's actual cost up to $2,221.20 (no change), plus a fixed fee of $214.50 (no change) not to exceed $2,435.70 (no change).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed $320,862.02 (an increase of $3,634.63).

The DEPARTMENT REPRESENTATIVE is: Rich Glen, P.E., Northeast Region Management Consultant; JT Engineering, 1077 Centennial Centre Blvd., Hobart, WI 54155; richglen@jt-engineering.com; (920) 468-4771.

The MUNICIPALITY REPRESENTATIVE is Ryan Sazama, City Engineer; City of Sheboygan, 2026 New Jersey Avenue, Sheboygan, WI 53081; ryan.sazama@sheboyganwi.gov; (920)459-3485.

The CONSULTANT REPRESENTATIVE is: Michael R. Simon, P.E., Project Manager, McMAHON; 1445 McMahon Drive, Neenah, WI 54956; msimon@mcmgrp.com; 920-751-4200.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By: _____
Michael R. Simon

Title: Project Manager

Date: 3-6-2018

For the DEPARTMENT

By: _____

Title: _____

Date: _____

For the City

By: _____

Title: _____

Date: _____

McMAHON
ENGINEERS ARCHITECTS

Project ID 4996-01-78; Amendment No. 5
C Sheboygan, North Ave
Calumet Dr to 15th St
North Avenue
Sheboygan County
Summary of Staff Hours and Direct Labor Costs

CLASS		Project Manager - MRS		Engineer -JGF		Total Direct Labor	
Ave. Hourly Wage		$48.78		$30.31			
Task	Act. Code	Hours	Dollars	Hours	Dollars	Hours	Dollars
Utility Installation Application Design Services	746	2.0	$97.56	36.0	$1,091.16	38.0	$1,188.72
Total		2.0	$97.56	36.0	$1,091.16	38.0	$1,188.72

McMAHON
ENGINEERS ARCHITECTS

Project ID 4996-01-78; Amendment No. 5
Calumet St to 15th St
North Ave
Sheboygan County
Direct Expenses By Item For Design Services

Item	Unit Amount	Unit Type	Rate	Total Expenses
Computer - CAD	8	hour	$15.000	$120.00
Subtotal				**$120.00**

McMAHON
ENGINEERS ARCHITECTS

Project ID 4996-01-78; Amendment No. 5
Calumet Dr to 15th St
North Ave
Sheboygan County
Fee Computation Summary By Engineering Task

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Utility Installation Application Design Services	746	$1,188.72	$2,080.74	$245.17	$120.00	$3,634.63
Total		**$1,188.72**	**$2,080.74**	**$245.17**	**$120.00**	**$3,634.63**

Home Office Indirect Rate = 1.7504
Fixed Fee = 8.25%

Note - Fixed fee calculated using a 1.50 indirect rate.

McMAHON
ENGINEERS ARCHITECTS

Project ID 4996-01-78; Amendment No. 5
Calumet Dr to 15th St
North Ave
Sheboygan County
Consultant Contract Total Fee Computation for Design Services

Project I.D. 4996-01-78	Original Contract	Original Contract "If authorized"	Amendment No. 1	Amendment No.2	Amendment No.3 Authorized	Amendment No. 3 If Authorized	Amendment No. 4	Amendment No. 5	Total Contract
Number Of Staff Hours	2,219.0	252.0	5.0	5.0	524.0	-252.0	86.0	38.0	2,877.0
1. Total Direct Labor	$70,010.63	$7,879.98	$203.27	$203.27	$17,566.86	-$7,879.97	$2,663.32	$1,188.72	$91,836.08
2. Total Indirect Costs	$123,218.71	$13,868.77	$403.29	$348.04	$30,077.97	-$13,868.77	$4,560.14	$2,080.74	$160,688.88
Fixed Fee	$14,439.69	$1,625.25	$41.92	$41.92	$3,623.15	-$1,625.25	$549.31	$245.17	$18,941.16
Non-Labor Direct Charges	$9,030.63	$83.37	$0.00	$0.00	$1,312.13	-$83.37	$360.00	$120.00	$10,822.76
Subtotal	$216,699.66	$23,457.36	$648.48	$593.23	$52,580.11	-$23,457.36	$8,132.77	$3,634.63	$282,288.88
Subcontract 1 (Classic Title)	$3,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,350.00	$0.00	$8,100.00
Subcontract 2 (River Valley Testing)	$5,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,520.00
Subcontract 3 (Env. Data Resources)	$390.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$390.00
Subcontract 4 (Heritage Research,LTD)	$0.00	$0.00	$5,658.28	$8,361.53	$7,114.94	$0.00	$992.69	$0.00	$22,127.44
Subcontract 5 (Archaeological Research, Inc.)	$0.00	$0.00	$0.00	$0.00	$2,435.70	$0.00	$0.00	$0.00	$2,435.70
Subcontract Total	$9,660.00	$0.00	$5,658.28	$8,361.53	$9,550.64	$0.00	$5,342.69	$0.00	$38,573.14
Contract Total	$226,359.66	$23,457.36	$6,306.76	$8,954.76	$62,130.75	-$23,457.36	$13,475.46	$3,634.63	$320,862.02

Home Office Indirect Rate= 1.7504
Fixed Fee = 8.25%

Note- Fixed Fee calculated using an indirect rate of 1.50

McMAHON
ENGINEERS ARCHITECTS

Project ID 4996-01-78; Amendment No. 5
Calumet Dr to 15th St
North Ave
Sheboygan County
Consultant Contract Direct Labor Detail

Classification	Current Rate 2017	Pay Increase Percent	New Pay Rate	Date of Annual Increase	% Work At Current Rate	% Work At Increased Rate	Weighted Average Hourly Rate
Project Manager/Engineer - MRS	$48.78	0.00%	NA	NA	100.00%	0.00%	NA
Engineer - JGF	$30.31	0.00%	NA	NA	100.00%	0.00%	NA

Project Staff
Mike Simon (MRS) = Project manager/engineer
Josh Frewerd (JGF) = Engineer

Contract Completion Date = May 1, 2019

II

R. O. No. _____ - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting a communication from Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for the fiscal 2018.

Finance + Personnel

_____

CITY CLERK

MAR 20 '18 AM11:09

SHEBOYGAN SQUARED™

March 14, 2018

Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2018.

Thank you for your help in this matter.

Sincerely,

David O. Gass
President

Amanda Salazar
Executive Director

II

R. O. No. _____ - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting a claim from Karla Haack regarding alleged damages to the basement of a side-by-side duplex (1332/1334 North 27th Street) due to a sewer back-up.

Finance + Personnel
New Council

CITY CLERK

MAR 26 '18 PM 12:48

DATE RECEIVED 3-26-18 RECEIVED BY MKC

CLAIM NO. 42-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Karla Haack
2. Home address of Claimant: 318 N Mountin Dr., Mayville WI 53050
3. Home phone number: 507-213-8727
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Sewer Back-up. Saturday Feb 3, 20 2:00 pr CS
6. Where did damage or injury occur? (give full description) 1332/1334 N. 27th St. Sheboygan, WI 53081 > Basements of side by side duplex. Issues along the (entire) street
7. How did damage or injury occur? (give full description) The city sewer backed upon N. 27th St. Sheb. into residents basements left drips in renter's lateral. Sewer back-up was caused by nursing home resident(s) ~~putting~~ ~~use~~ flushing stuff down sewers that they weren't supposed to.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: _____

   (b) Claimant's statement of basis for such liability: Nursing home residents caused issue this was documented by Brandon Munich on the Public Water & Sewage Dept. The City had been working on the line. all that week due the issues.

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").

Plumber needed to run the sewer machine in the tenants basements to open the drain

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

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

Auto:	$_____
Property:	$ $268.80 (Plumber bill tenants did the clean-up of the basement.
Personal injury:	$_____
Other: (Specify below	$_____
TOTAL	$_____

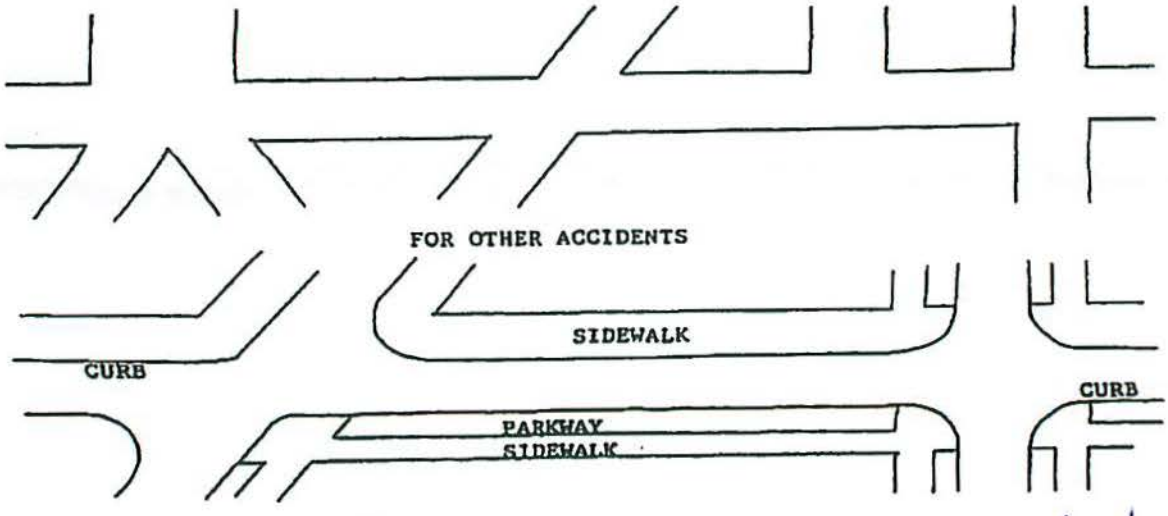
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

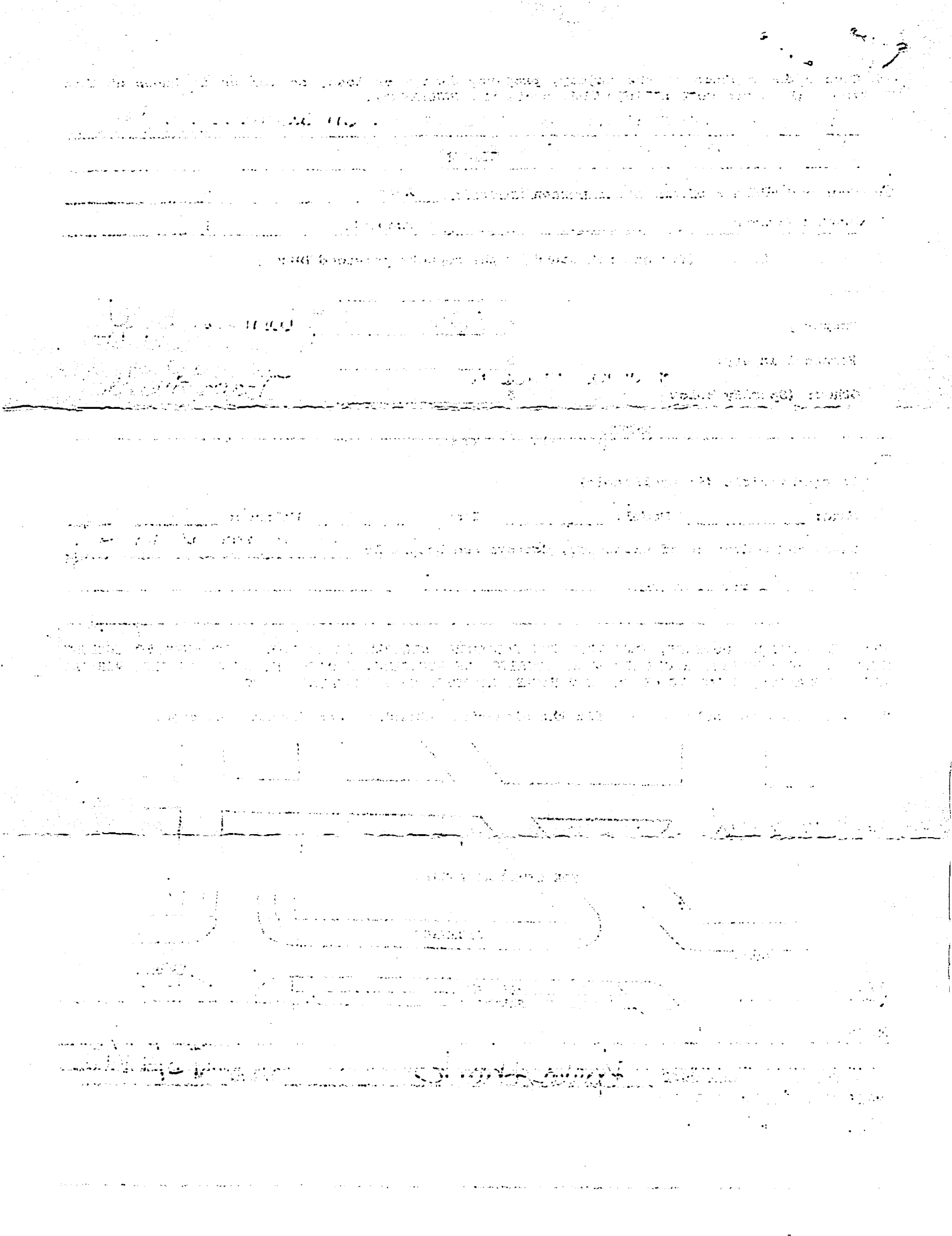
Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Karla Haack DATE 3/29/18



MAR 26 '18 PM12:48

DATE RECEIVED 3-26-18

RECEIVED BY MKC

CLAIM NO. 42-17

CLAIM

Claimant's Name: Karla Haack

Claimant's Address: 318 N. Mountin Dr
Mayville, WI 53050

Claimant's Phone No. 507-213-8727

Auto	$
Property	$ 268.80
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 268.80

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 $ 268.80 .

Tenant's name is Kristin Schneider (920) 912-2400 to document the mess

Sewer workers documented the cause of the back-up. Multiple people along the street needed to call plumbers Emergency Call Line for Public Water can document my calls on Saturday Feb 3, 2018

SIGNED Karla Haack DATE: 3/29/18

ADDRESS: 318 N. Mounta Dr
Mayville, WI 53050

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

Aldag/Honold Mechanical, Inc.

www.aldaghonold.com
3509 S. Business Dr.; P O Box 1265
Sheboygan, WI 53082-1265
Phone: (920) 458-5558 Fax: (920) 458-3750

Invoice

Invoice Number: 193422
Invoice Date: 2/15/2018
Page: 1 of 1

Bill To: 508463
KARLA HAACK
318 N MOUNTAIN DR
MAYVILLE, WI 53050

Service 013803
Location: KARLA HAACK
1332 N 27TH ST
SHEBOYGAN, WI 53081

Work Order ID	Complete Date	PO Number	Terms	Called In By
193422	02 /03/2018		NET 30-1.5%/MONTH	

Description of Work

After hours sewer stoppage

The city sewer had backed up on N 27th ST causing sewage backup in residents basements. This also left debris in renters lateral. Ran the sewer machine through the cleanout to open the drain.

Qty	Item ID	Description	Unit Price	Amount
Equipment				
1		SEWER MACHINE	25.00	25.00
			SubTotal	25.00
Parts				
1.00		4" OATEY GRIPPER PLUG	17.61	17.61
			SubTotal	17.61
	I29S	Labor	141.45	212.18
			SubTotal	212.18

ALDAG HONOLD
3509 S BUSINESS DR
SHEBOYGAN, WI 53081
2.26.2018 13:40:21
CREDIT CARD
AMEX SALE

ard #:	XXXXXXXXXXX4003
SEQ #:	1
Batch #:	789
INVOICE	1
pproval Code:	262316
thty Method:	Manual
ode:	Online
vs Code:	YYY
ard Code:	M
ALE AMOUNT	$268.80

CUSTOMER COPY

Auth # 2316
2/26/18 268.80

Meredith DeBruin
920-459-3364
Brandon Municipal

Invoice Subtotal	**254.79**
Sales Tax	**14.01**
Invoice Total	**268.80**
Payment Received	**0.00**
Balance Due	**$268.80**

II

R. O. No. _____ - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stats. 75-521 by Sheboygan County, List of Tax Liens for 2012, 2013 and 2014.

Finance + Personnel
New Council

_____
CITY CLERK

MAR 19 '18 AM11:46

CLERK CIRCUIT COURT
FILED
2018 MAR -8 P 3:26
SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER WIS. STAT. § 75.521 BY SHEBOYGAN COUNTY, LIST OF TAX LEINS FOR 2012, 2013, AND 2014 NUMBER FORTY-FOUR

Case Class: 30405

Case No. 18GF009

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM*. 2012, 2013 AND 2014 NUMBER FORTY-FOUR

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2012 through 2014, sales of 2013 through 2015, and alleges and shows to the Court:

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

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

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

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

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

[The "Principal Sum of Lien" amounts are as of March 1, 2018, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

(The rest of this page intentionally left blank.)

LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED BY PROCEEDING *IN REM.* 2012, 2013 AND 2014
NUMBER FORTY-FOUR

PARCEL NO. 59002010490

Owner(s) of Record:
Jeffrey John Ferguson (a/k/a Jeffrey J. Ferguson), a single person, by virtue of a Quit Claim Deed dated June 19, 2001 and recorded September 14, 2001 at 9:27 a.m. in Volume 1875 of Records, Page 418 as Document Number 1610163; and by a Warranty Deed dated February 17, 1984 and recorded February 20, 1984 at 11:18 a.m. in Volume 953 of Records, Page 891 as Document Number 1098818.

Property Address:
W7798 Plank Road, Glenbeulah, WI 53023

Legal Description:
Lots 1 and 2 in Block 14, Greenbush, according to the recorded Plat thereof, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Jeff Ferguson (a/k/a Jeffrey J. Ferguson), a single person, to Citizens State Bank, (no address provided), dated February 13, 1984 and recorded February 20, 1984 at 11:18 a.m. in Volume 953 of Records, Pages 892/3 as Document Number 1098819, securing the principal sum of $37,000.00.

Assignment of Mortgage from Valley Bank East Central (f/k/a Citizens State Bank) to National Exchange Bank & Trust, 105 E Main Street, Glenbeulah, WI 53023, dated November 14, 1994 and recorded November 28, 1994 at 4:24 p.m. in Volume 1370 of Records, Pages 884/5 as Document Number 1416602.

Judgments/Liens:
Federal Tax Lien executed against Jeffrey J. Ferguson in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated August 5, 2013 and filed August 13, 2013 at 1:31 p.m. as Document Number 1974100, in the principal sum of $14,783.80.

Judgment executed against Jeffrey Ferguson in favor of Wisconsin Electric Power Company, 231 W. Michigan Street, Suite P320, Milwaukee, WI 53209, Sheboygan County Circuit Court Case Number 09SC3858, entered February 1, 2010 and docketed February 17, 2010 at 12:04 p.m. in the principal sum of $2,403.68. (Attorney Terrence S. Cemi)

Special charge by the Town of Greenbush against Jeffrey J. Ferguson, W7798 Plank Road, Glenbeulah, WI 53012, for delinquent sewer in the amount of $350.00.

Taxes:

Certificate No.:	22	23
Tax Year:	2014	2014
Sale Year:	2015	2015
Principal Sum of Lien:	$1904.57	$224.84
Date Interest and Penalty Computed:	02/01/15	02/01/15

Other:
None.

Taxes:

Certificate No.:	589
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$3997.54
Date Interest and Penalty Computed:	02/01/15

Other:
Restrictive Covenants dated February 3, 2006 and recorded February 10, 2006 at 11:16 a.m. as Document Number 1790685.

Six foot storm easement along the South and portion of the North lot line; 12 foot storm easement along the West lot line; and 25 foot utility and drainage easement as recorded in Volume 15 of Plats, Page 226.

PARCEL NO. 59281002310

Owner(s) of Record:
Darrell W. Braaksma, a single person, by virtue of a Warranty Deed dated January 19, 1987 and recorded January 20, 1987 at 4:30 p.m. in Volume 1039, Page 543 as Document Number 1145727.

Property Address:
1817 N. 3rd Street, Sheboygan, WI 53081

Legal Description:
Lot 8, Block 6, Assessment Subdivision No. 5 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

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

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	598
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$2249.52
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281007450

Owner(s) of Record:
Charles P. Bruyette by virtue of a Warranty Deed dated December 19, 2005 and recorded December 21, 2005 at 9:05 a.m. as Document No. 1785612.

Property Address:
1607 N. 7th Street, Sheboygan, WI 53081

Legal Description:
That part of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7), being East of the East line of North Seventh Street, also the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Six (6), also the South Fifty (50) feet of the North One Hundred (100) feet of the West Ten (10) feet of Lot Number Five (5), all in End's Subdivision of the East Half (E ½) of Lot Number One (1) and the South Half (S ½) of Lot Number Two (2) of Bates Addition to the City of Sheboygan, except the West Twenty-Six (26) feet of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7) taken for North Seventh Street, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Charles P. Bruyette in favor of Capital One Bank USA NA, 140 E. Shore Drive 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 16SC633, entered April 18, 2016 and docketed April 22, 2016 at 2:46 p.m. in the principal sum of $4,620.52. (Attorney Vincent Bauer)

State Tax Lien executed against Charles Bruyette in favor of Department of Revenue (no address listed), Sheboygan County Circuit Court Case Number 17TW109, Warrant Number 59-12164325, Type of Tax - Sales Tax, entered March 11, 2016 and docketed July 12, 2017 at 7:26 p.m. in the principal sum of $815.83. (no attorney listed)

State Tax Lien executed against Charles Bruyette in favor of Department of Revenue (no address listed), Sheboygan County Circuit Court Case Number 17TW108, Warrant Number 59-12160342, Type of Tax - Sales Tax, entered February 26, 2015 and docketed July 12, 2017 at 7:25 p.m. in the principal sum of $389.38. (no attorney listed)

State Tax Lien executed against Charles Bruyette in favor of Department of Revenue (no address listed), Sheboygan County Circuit Court Case Number 17TW107, Warrant Number 59-1216527, Type of Tax - Sales Tax, entered March 10, 2017 and docketed July 12, 2017 at 7:25 p.m. in the principal sum of $725.82. (no attorney listed)

Judgment executed against Charles P. Bruyette in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17TJ42, entered June 1, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $295,144.00. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Charles P. Bruyette, 1607 N. 7th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $244.13.

Taxes:

Certificate No.:	611
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1593.25
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281101930

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by a Quit Claim Deed dated July 12, 2000 and recorded on July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by a Warranty Deed dated May 27, 1994 and recorded June 2, 1994 at 1:34 p.m. as Document Number 1405502.

Property Address:
1332 N. 7th Street, Sheboygan, WI 53081

Legal Description:
The North Fifty (50) feet of Lot One (1) and the North Fifty (50) feet of the East Fifteen (15) feet of Lot Two (2), all in Block Number Forty-Three (43) of the Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by William C. Sukowaty and Gayle M. Sukowaty to Firstar Bank Wisconsin, P.O. Box 2584, Oshkosh, WI 54903, dated March 11, 1998 and recorded March 18, 1998 at 8:47 a.m. in Volume 1561 of Records, Page 6 as Document Number 1499891, securing the principal sum of $350,000.00 (includes other lands).

Mortgage Assignment from U.S Bank National Association (f/k/a Firstar Bank Wisconsin) to Casco Bay Finance Company LLC, % Capital Servicing Inc., 50 Portland Pier, Suite 400, Portland, ME 04101, dated July 6, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831402.

Mortgage Assignment from Casco Bay Finance Company LLC to Textron Financial Corporation, 11575 Great Oaks Way, Suite 210, Alpharetta, GA 30022, dated July 7, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831403.

Mortgage Assignment from Textron Financial Corporation to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland, ME 04101, dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845164.

Mortgage Assignment from Casco Bay Finance Company LLC to JCG Properties LLC, 5614 Superior Avenue, Sheboygan, WI 53083, dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845165.

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and filed February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Special charge by the City of Sheboygan against William C. Sukowaty, 1332 N. 7th Street, Sheboygan, WI 53081, for a miscellaneous charge in the amount of $250.00.

Special charge by the City of Sheboygan Water Utility against William C. Sukowaty, 1332 N. 7th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $241.51.

Future special charge by the City of Sheboygan against William C. Sukowaty, 1332 N. 7th Street, Sheboygan, WI 53081, for razing in the estimated amount of $15,000.00.

Taxes:

Certificate No.:	621
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1299.55
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281109840

Owner(s) of Record:
Winning Investments, LLC by virtue of a Warranty Deed dated April 9, 2005 and recorded April 25, 2005 at 1:22 p.m. as Document Number 1763367.

Property Address:
701 S. 8th Street, Sheboygan, WI 53081

Legal Description:
The North Fifty (50) feet of Lots Five (5) and Six (6), Block Two Hundred Five (205), Original Plat, City of Sheboygan, Wisconsin, excepting and reserving therefrom the East 12 of said Lot 5 for purposes of a driveway to be used in common with the owners of Lot 4 and their heirs and assigns, and owners of real estate lying South of the property conveyed herein, as their interest in such driveway does appear of record.

Further except and reserve therefrom the right of the owners of said Lot 4, to-wit: The West Bay Trading Company of Sheboygan, to locate mechanical equipment such as heating and air conditioning equipment on the 12 foot easement on the East line of said Lot 5.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	661	662
Tax Year:	2014	2014
Sale Year:	2015	2015
Principal Sum of Lien:	$3762.86	$334.64
Date Interest and Penalty Computed:	02/01/15	02/01/15

Other:
Ordinance granting encroachment recorded February 21, 1989 at 10:51 a.m. in Volume 1104 of Records, Page 459/60 as Document Number 1181979.

Ordinance granting encroachment recorded January 10, 1995 at 2:05 p.m. in Volume 1376 of Records, Page 371/2, on as Document Number 1419511.

PARCEL NO. 59281111910

Owner(s) of Record:
Jessica R. Charles by virtue of a Quit Claim Deed dated February 28, 2014 and recorded March 4, 2014 at 3:15 p.m. as Document Number 1983207.

Property Address:
409 Wisconsin Avenue, Sheboygan, WI 53081

Legal Description:
The West 45 feet of the North 100 feet of Lot 80, Ellis Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5761, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of $10.00. (no attorney listed)

Judgment executed against Jessica R. Charles in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR5760, entered January 4, 2018 and docketed January 4, 2018 at 11:18 a.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Jaymie Renee Lehmann (previous owner) in favor of WI Department of Corrections, P.O. Box 8980, Madison, WI 53707, Sheboygan County Circuit Court Case Number 06CF387, entered August 13, 2010 and docketed August 13, 2010 at 10:08 a.m. in the principal sum of $69.30. (Attorney Robert J. Wells)

Judgment executed against Jaymie Renee Lehmann (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 06CF387, entered August 13, 2010 and docketed August 13, 2010 at 10:24 a.m. in the principal sum of $222.80. (no attorney listed)

Judgment executed against Jaymie Renee Lehmann (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court

Case Number 03TR4914, entered August 14, 2008 and docketed August 14, 2008 at 10:25 a.m. in the principal sum of $144.80. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Jessica R. Charles, 409 Wisconsin Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $486.37.

Taxes:

Certificate No.:	676
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$274.74
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281203660

Owner(s) of Record:
Tou Lee and Cha Mee Vang, husband and wife, as survivorship marital property by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

Property Address:
1118B St. Clair Avenue, Sheboygan, WI 53081

Legal Description:
The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan.

Mortgages:
Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee), husband and wife, as survivorship marital property to Johnson Bank, 701 N. 8th Street, Sheboygan, WI, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, securing the principal sum of $49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee), husband and wife, as survivorship marital property to Johnson Bank, 701 N. 8th Street, Sheboygan, WI, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Notice of Lis Pendens as it relates to Mortgage in Document Number 1875258, Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931.

Judgments/Liens:
Judgment executed against Tou Lee in favor of Olsen, Kloet, Gunderson & Conway, 602 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16SC416, entered March 28, 2016 and docketed March 31, 2016 at 4:29 p.m. in the principal sum of $1,162.14. (Attorney Joseph J. Voelkner)

Judgment executed against Tou Lee and Cha Mee Vang in favor of Thompson Sheet Metal & Heating Inc., 1756 University Avenue, Green Bay, WI 54302, Sheboygan County Circuit Court Case Number 10TJ15, entered February 2, 2010 and docketed February 5, 2010 at 4:00 p.m. in the principal sum of $17,097.19. (Attorney Ronald F. Metzler)

Judgment executed against Tou Lee in favor of Wisconsin Public Service Corporation, P.O. Box 19001, 700 N. Adams Street, Green Bay, WI, 54307-9001, Sheboygan County Circuit Court Case Number 09TJ4, entered July 9, 2008 and docketed January 23, 2009 at 3:36 p.m. in the principal sum of $8,310.84. (Attorney Ann Louise Patteson)

Judgment executed against Tou Chee Moua Lee in favor of Target National Bank, 1100 US Bank Plaza, 200 S. 6th Street, c/o Meyer & Njus PA, Minneapolis, MN 55402, Sheboygan County Circuit Court Case Number 12SC2825, entered November 26, 2012 and docketed December 3, 2012 at 2:14 p.m. in the principal sum of $1,054.12. (Attorney Ryan Dale Peterson)

Judgment executed against Tou L. Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CM1021, entered April 11, 2014 and docketed April 11, 2014 at 2:42 p.m. in the principal sum of $265.00. (no attorney listed)

Possible Child Support Lien against Tou Sua Lee, Docket Number 429408, filed March 3, 2013 in the principal sum of $8,902.58, Child Support Agency with lien/contact: Marathon County Child Support Agency, 400 E. Thomas Street, Wausau, WI 54403.

Special charge by the City of Sheboygan against Tou Lee & Cha Mee Vang, 1118B St. Clair Avenue, Sheboygan, WI 53081, for a miscellaneous charge in the amount of $500.00.

Special charge by the City of Sheboygan Water Utility against Tou Lee & Cha Mee Vang, 1118B St. Clair Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $567.65.

Future special charge by the City of Sheboygan against Tou Lee & Cha Mee Vang, 1118B St. Clair Avenue, Sheboygan, WI 53081, for razing in the estimated amount of $15,000.00.

Taxes:

Certificate No.:	703
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1841.86
Date Interest and Penalty Computed:	02/01/15

Other:
US Bankruptcy Court, Eastern District of Wisconsin, Case Number 13-34215-gmh, Chapter 13, filed by Tong Seng Lee and Manasky Vang Lee (still in process).

PARCEL NO. 59281204200

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by a Warranty Deed dated April 13, 1992 and recorded October 12, 1992 as Document Number 1354419.

Property Address:
Formerly 1106 N. 10th Street, Sheboygan, WI 53081

Legal Description:
The North 35 feet of the South 85 feet of Lots 11 and 12, Block 78 of the Original Plat of the City of Sheboygan, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and filed February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	713
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$816.60
Date Interest and Penalty Computed:	02/01/15

Other:
Raze Order dated April 8, 2016 and recorded April, 2016 at 3:25 p.m. as Document Number 2019018.

PARCEL NO. 59281204210

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by a Warranty Deed dated April 13, 1992 and recorded October 12, 1992 at 9:58 a.m. as Document Number 1354419.

Property Address:
Formerly 1110 N. 10th Street, Sheboygan, WI 53081

Legal Description:
The South Thirty-Five (35) feet of the North Sixty-Five (65) feet of Lots Eleven (11) and Twelve (12), except the North Twenty (20) inches of the West Fifty-Nine (59) feet of the South Thirty-Five (35) feet of

the North Sixty-Five (65) feet of said Lot Eleven (11), Block Seventy-Eight (78) of the Original Plat of the City of Sheboygan.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and filed February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	714
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$255.40
Date Interest and Penalty Computed:	02/01/15

Other:
Raze Order dated October 19, 2016 and recorded October 24, 2016 at 1:19 p.m. as Document Number 2029302.

PARCEL NO. 59281204220

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by a Warranty Deed dated December 31, 1987 and recorded January 5, 1988 at 3:07 p.m. as Document Number 1163554.

Property Address:
Formerly 1114 N. 10th Street, Sheboygan, WI 53081

Legal Description:
The North Thirty (30) feet of Lots Eleven (11) and Twelve (12) of Block Seventy-Eight (78) of the Original Plat of the City of Sheboygan, according to the recorded plat thereof. Also the North Twenty (20) inches more or less of the West Fifty-Nine (59) feet of the South Thirty-Five (35) feet of the North Sixty-Five (65)

feet of Lots Eleven (11) and Twelve (12) in Block Seventy-Eight (78) of the Original Plat of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
Mortgage executed by William C. Sukowaty and Gayle M. Sukowaty to Firstar Bank Wisconsin, P.O. Box 2584, Oshkosh, WI 54903, dated March 11, 1998 and recorded March 18, 1998 at 8:47 a.m. in Volume 1561 of Records, Page 6 as Document Number 1499891, securing the principal sum of $350,000.00 (includes other lands).

Mortgage Assignment from U.S Bank National Association (f/k/a Firstar Bank Wisconsin) to Casco Bay Finance Company LLC, % Capital Servicing Inc., 50 Portland Pier, Suite 400, Portland, ME 04101, dated July 6, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831402.

Mortgage Assignment from Casco Bay Finance Company LLC to Textron Financial Corporation, 11575 Great Oaks Way, Suite 210, Alpharetta, GA 30022, dated July 7, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831403.

Mortgage Assignment from Textron Financial Corporation to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland, ME 04101, dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845164.

Mortgage Assignment from Casco Bay Finance Company LLC to JCG Properties LLC, 5614 Superior Avenue, Sheboygan, WI 53083, dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845165.

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and filed February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	715
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$795.02
Date Interest and Penalty Computed:	02/01/15

Other:

Raze Order dated April 4, 2014 and recorded April 7, 2017 at 9:53 a.m. as Document Number 2037211.

PARCEL NO. 59281204390

Owner(s) of Record:
Amalia Dietz and Melvin Dietz by virtue of a Quit Claim Deed dated December 12, 1950 and recorded December 19, 1950 at 2:06 p.m. in Volume 329 of Records, Page 265 as Document Number 554254.

Property Address:
Formerly 1118 Erie Avenue, Sheboygan, WI 53081

Legal Description:
The West Twenty-Six and One-Half (26 ½) feet of Lot Ten (10), Block Seventy-Nine (79) of the Original Plat of the City of Sheboygan, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	719	720
Tax Year:	2014	2014
Sale Year:	2015	2015
Principal Sum of Lien:	$615.21	$6731.59
Date Interest and Penalty Computed:	02/01/15	02/01/15

Other:
Raze Order dated January 6, 2014 and recorded January 7, 2014 at 3:16 p.m. as Document Number 1981107.

PARCEL NO. 59281205050

Owner(s) of Record:
Stacy Luedke by virtue of a Special Warranty Deed dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867718.

Property Address:
1529 St. Clair Avenue, Sheboygan, WI 53081

Legal Description:
Lot Five (5), Block Eighty-Three (83) of the Original Plat in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Stacy R. Luedke (a/k/a Stacy Luedke) to Community Bank Group, 1040 N. Main Street, P.O. Box 99, Sheboygan Falls, WI 53085, dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867719, securing the principal sum of $63,000.00.

Amendment and Restatement dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877621.

Assignment of Rents dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877622.

Judgments/Liens:
Judgment executed against Stacy R. Luedke in favor of BMO Harris Bank NA, 770 N. Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 13CV349, dated July 15, 2013 and docketed July 15, 2013 at 4:19 p.m. in the principal sum of $64,536.77. (Attorney Matthew J. Krawczyk)

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ151, dated July 10, 2013 and docketed June 23, 2014 at 9:09 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ153, dated October 23, 2013 and docketed June 23, 2014 at 9:06 a.m. in the principal sum of $812,360.00. (no attorney listed)

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ152, dated July 10, 2013 and docketed June 23, 2014 at 9:08 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against Stacy R. Luedke in favor of Troy Shaw and Jody Decker, 1529 St. Clair Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC683, dated July 8, 2009 and docketed July 14, 2009 at 3:20 p.m. in the principal sum of $630.00. (Attorney Barry S. Cohen)

Judgment executed against Stacy Luedke in favor of Cavalry SPV I, 9522 E. 47th Place, Suite H, Tulsa, OK, 74145, Sheboygan County Circuit Court Case Number 15SC1628, dated August 24, 2015 and docketed September 24, 2015 at 12:58 p.m. in the principal sum of $2,679.61. (Attorney Dustin Allen McMahon).

Special charge by the City of Sheboygan Water Utility against Stacy Luedke, 1529 St. Clair Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $302.05.

Taxes:

Certificate No.:	725
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1210.52
Date Interest and Penalty Computed:	02/01/15

Other:
Right-of-Way Grant dated January 29, 1981 and recorded May 8, 1981 at 9:32 a.m. in Volume 899 of Records, Page 673/4 as Document Number 1066468.

PARCEL NO. 59281206150

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

Property Address:
1123 Erie Avenue, Sheboygan, WI 53081

Legal Description:
West ½ of Lot 4, Block 92, Sheboygan Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Harold A. Peek in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $18,456.79. (no attorney listed)

Taxes:

Certificate No.:	741	742
Tax Year:	2014	2014
Sale Year:	2015	2015
Principal Sum of Lien:	$1013.55	$387.97
Date Interest and Penalty Computed:	02/01/15	02/01/15

Other:
None

PARCEL NO. 59281301306

Owner(s) of Record:
David G. Madjacic, a single person, by Virtue of a Personal Representative's Deed dated August 15, 2006 and recorded August 28, 2006 at 1:37 p.m. as Document Number 1806967.

Property Address:
1127 S. 7th Street, Sheboygan, WI 53081

Legal Description:
The South 80 feet of the North 110 feet of Lots 7, 8, 9 and 10; the South 80 feet of the North 110 feet of the West 28 feet of Lot 11, Block 263, Original Plat, City of Sheboygan; with an easement on the South 20 feet of the North 30 feet, of Lots 7, 8, 9 and 10; and an easement on the South 20 feet of the North 30 feet of the West 38 feet of Lot 11, all in Block 263, of the Original Plat, City of Sheboygan, County of Sheboygan, Wisconsin. *Subject to: Right and privilege to enter upon the property for the purpose of maintaining or removing causeway as set forth in a Warranty Deed dated July 14, 1952 and recorded July 23, 1952 at 4:36 p.m. in Volume 342 of Records, Page 257/60 as Document Number 583788.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against David G. Majdacic in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16FO357, entered January 12, 2017 and docketed January 12, 2017 at 9:04 a.m. in the principal sum of $515.50. (no attorney listed)

Judgment executed against David G. Majdacic in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 14FO491, entered April 15, 2015 and docketed April 15, 2015 at 1:21 p.m. in the principal sum of $389.50. (no attorney listed)

State Tax Lien executed against David G. Majdacic in favor of WI Department of Revenue, (no address listed), Sheboygan County Circuit Court Case Number 17TW73, Warrant Number 59-11977932, Type of Tax - Income, entered October 25, 2016 and docketed April 10, 2017 at 9:50 p.m. in the principal sum of $76,549.99. (no attorney listed)

State Tax Lien executed against David G. Majdacic in favor of WI Department of Revenue, (no address listed), Sheboygan County Circuit Court Case Number 14TW121, Warrant Number 59-11947712, Type of Tax - Income, entered October 31, 2013 and docketed June 16, 2014 at 8:02 p.m. in the principal sum of $80,212.88. (no attorney listed)

State Tax Lien executed against David G. Majdacic in favor of WI Department of Revenue, (no address listed), Sheboygan County Circuit Court Case Number 14TW179, Warrant Number 59-12172013, Type of Tax - Income, entered August 18, 2010 and docketed October 20, 2014 at 9:15 p.m. in the principal sum of $149,428.63. (no attorney listed)

State Tax Lien executed against David G. Majdacic in favor of WI Department of Revenue, (no address listed), Sheboygan County Circuit Court Case Number 16TW59, Warrant Number 59-12077243, Type of Tax - Income, entered October 14, 2015 and docketed April 12, 2016 at 12:25 a.m. in the principal sum of $76,669.48. (no attorney listed)

Federal Tax Lien executed against David G. Majdacic in favor of the Department of the Treasury - Internal Revenue Service, (no address listed), dated September 30, 2014 and filed October 8, 2014 at 9:07 a.m. as Document Number 1992970, in the principal sum of $644,558.82.

Taxes:

Certificate No.:	770
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$2670.15
Date Interest and Penalty Computed:	02/01/15

Other:
Resolution dated August 4, 1966 and recorded August 11, 1966 at 11:03 a.m. in Volume 488 of Records, Pages 687/9 as Document Number 883862.

Rights & Privileges recorded July 23, 1952 at 4:36 p.m. in Volume 342 of Deeds, Page 257 as Document Number 583786.

Easement dated August 2, 1982 and recorded August 5, 1982 at 11:40 a.m. in Volume 920, Page 570 as Document Number 1078750.

PARCEL NO. 59281301540

Owner(s) of Record:
Pocket Rooms LLC by virtue of a Special Warranty Deed dated May 1, 2017 and recorded May 11, 2017 at 9:40 a.m. as Document Number 2038765.

Property Address:
1227 S. 8th Street, Sheboygan, WI 53081

Legal Description:
The South 60 feet of Lot 7 and the South 60 feet of the West 20 feet of Lot 8, Block 267, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
State Tax Lien executed against Brian B. Long (previous owner) in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 09UC52, Warrant Number 200903555, Type of Tax - Unemployment Compensation, entered April 14, 2009 and docketed April 14, 2009 at 2:29 p.m. in the principal sum of $1,228.00. (no attorney listed)

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08TR5030, entered March 3, 2009 and docketed March 3, 2009 at 8:28 a.m. in the principal sum of $186.00. (no attorney listed)

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered January 31, 2012 and docketed January 31, 2012 at 9:59 a.m. in the principal sum of $222.25. (no attorney listed)

Judgment executed against Brian B. Long (previous owner) in favor of Wisconsin Consumer Credit Inc., N6652 Esterbrook Road, Fond du Lac, WI 54937, Sheboygan County Circuit Court Case Number 14SC974, entered May 12, 2014 and docketed June 4, 2014 at 9:34 a.m. in the principal sum of $362.00 and judgment for the replevin of a 2003 Pontiac Grand Am, VIN: 1G2NW52E93C319107. (Attorney Basil J. Buchko, Jr.)

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:05 p.m. in the principal sum of $169.78. (Attorney Christopher Daniel Sobic)

Judgment executed against Brian B. Long (previous owner) in favor of United Building Centers, 6710 S. Business Drive, Attn: David Brading, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:06 p.m. in the principal sum of $1,197.82. (Attorney Christopher Daniel Sobic)

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1472, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of $208.00. (no attorney listed)

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1693, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of $298.00. (no attorney listed)

Judgment executed against Brian Long (previous owner) in favor of Sheboygan County, (no address provided), Sheboygan County Circuit Court Case Number 03FA329, entered April 30, 2007 and docketed April 30, 2007 at 4:47 p.m. in the principal sum of $500.00. (no attorney listed)

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number

08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:16 a.m. in the principal sum of $440.01. (no attorney listed)

Judgment executed against Brian B. Long (previous owner) in favor of Wal-Mart, 4433 Vanguard Drive, Attn: Kyle Reiss, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:17 a.m. in the principal sum of $3,263.95. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Pocket Rooms LLC, 1227 S. 8th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $87.87.

Taxes:

Certificate No.:	879	775	776
Tax Year:	2013	2014	2014
Sale Year:	2014	2015	2015
Principal Sum of Lien:	$1.93	$1068.49	$938.53
Date Interest and Penalty Computed:	02/01/14	02/01/15	02/01/15

Other:
None

PARCEL NO. 59281302300

Owner(s) of Record:
Joseph P. Champeau by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 1012 at 3:46 p.m. as Document Number 1937086.

Property Address:
1107 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
Lot One (1) except the East Fifty-Five (55) feet thereof, and the East Half (½) of Lot Two (2), Block Two Hundred and Eighty-Four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan WI 53081, dated March 18, 2014 and recorded March 20, 2014 at 4:04 p.m. as Document Number 1983878, securing the principal sum of $2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan WI 53081, dated August 30, 2013 and recorded September 6, 2013, at 2:28 p.m. as Document Number 1975551, securing the principal sum of $11,000.00.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan WI 53081, dated August 30, 2013 and recorded September 6, 2013, at 2:28 p.m. as Document Number 1975550, securing the principal sum of $7,976.25.

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Joseph P. Champeau, 1107 Alabama Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $138.35.

Taxes:

Certificate No.:	777
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1653.01
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281303710

Owner(s) of Record:
Curtis D. Weissgerber by virtue of a Warranty Deed dated June 11, 2011 and recorded June 12, 2012 at 1:39 p.m. as Document Number 1946560.

Property Address:
1409 S. 9th Street, Sheboygan, WI 53081

Legal Description:
The North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of Lot Six (6) and the North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of the West One-Half (W ½) of Lot Five (5), Block Two Hundred Ninety-Four (294), in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Curtis D. Weissgerber, 1409 S. 9th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $74.26.

Taxes:

Certificate No.:	784
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$125.32
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281304430

Owner(s) of Record:
Jessica Mendiola, a single person, by virtue of a Warranty Deed dated and recorded September 3, 2013 at 1:42 p.m. as Document Number 1975229.

Property Address:
927 Dillingham Avenue, Sheboygan, WI 53081

Legal Description:
Lot 7, Block 4, Assessment Subdivision No. 16 in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by James D. Kretz and Mari J. Kretz (previous owners), husband and wife, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated May 23, 1995 and recorded May 30, 1995 at 8:36 a.m. in Volume 1391, Page 683 as Document Number 1426850, in the principal sum of $59,120.00.

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Jessica Mendiola, 927 Dillingham Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $117.77.

Taxes:

Certificate No.:	789
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$832.83
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281304940

Owner(s) of Record:
Mary J. Roedersheimer by virtue of a Termination of Decedent's Interest dated October 19, 2011 and recorded October 19, 2011 at 9:50 a.m. as Document Number 1932174; and by a Warranty Deed dated July 18, 1996 and recorded September 4, 1996 at 1:25 p.m. in Volume 1464 of Records, Page 84/5 as Document Number 1459250.

Property Address:
1812 S. 10th Street, Sheboygan, WI 53081

Legal Description:
Lot 1, Block 7, Assessment Subdivision Number 16 in the City of Sheboygan.

Mortgages:
None of Record

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Mary J. Roedersheimer, 1812 S. 10th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $87.87.

Taxes:

Certificate No.:	1042	899	900	790
Tax Year:	2012	2013	2013	2014
Sale Year:	2013	2014	2014	2015
Principal Sum of Lien:	$1880.25	$1874.03	$65.31	$1540.64
Date Interest and Penalty Computed:	02/01/13	02/01/14	02/01/14	02/01/15

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-23236-gmh, Chapter 13, filed March 19, 2012 by Mary J. Roedersheimer, terminated October 20, 2017.

PARCEL NO. 59281313690

Owner(s) of Record:
Timothy M. Leonhard and Sharon Leonhard, his wife, by virtue of a Transfer of Title dated March 3, 1993 and recorded December 11, 1995 in Volume 1421 of Records, Page 219 as Document Number 1440211.

Property Address:
823 Ashland Avenue, Sheboygan, WI 53081

Legal Description:
Lot Twenty-Six (26), Block Twenty-Seven (27) according to the recorded Plat of Lake View Park Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Timothy M. Leonhard and Sharon Leonhard, his wife, to Firstar Bank Sheboygan, P.O. Box 3487, Oshkosh, WI 54903-3487, dated February 6, 1996 and recorded February 22, 1996 at 2:26 p.m. in Volume 1430 of Records, Pages 987/8 as Document Number 1444514, in the principal sum of $9,917.52.

Judgments/Liens:
Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated May 30, 2008 and recorded June 9, 2008 at 11:09 a.m. as Document Number 1854626, in the principal sum of $6,430.28.

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

Taxes:

Certificate No.:	825
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$501.22
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281317780

Owner(s) of Record:
David L. Mattern by virtue of a Quit Claim Deed dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 699 as Document Number 1599513.

Property Address:
2512 S. 9th Street, Sheboygan, WI 53081

Legal Description:
Lot 9, Ramaker Terhorst & Hesse's Division, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by David L. Mattern, a married person, to Marjorie N. Mattern, a married person as individual property, (no address provided), dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 700 as Document Number 1599514, in the principal sum of $61,260.00.

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against David L. Mattern, 2512 S. 9th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $3.90.

Taxes:

Certificate No.:	836
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1118.08
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281320070

Owner(s) of Record:
Joseph S. Myszewski by virtue of a Warranty Deed dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812370.

Property Address:
730 Union Avenue, Sheboygan, WI 53081

Legal Description:
The West 45 feet, Lot 8, Block 14, Swift's Addition to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin. (Incorrectly stated as Block 12 on above Warranty Deed)

Mortgages:
Mortgage executed by Joseph S. Myszewski, a single person, to UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812371, securing the principal sum of $100,848.51. (Incorrectly stated as Block 12 on Mortgage)

Judgments/Liens:
Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14SC1027, entered May 19, 2014 and docketed May 22, 2014 at 8:39 a.m. in the principal sum of $746.08. (Attorney Andrew H. Morgan, Esq.)

Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC413, entered February 23, 2009 and docketed March 9, 2009 at 1:19 p.m. in the principal sum of $1,553.47. (Attorney Daniel John Rostollan)

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 11CT130, entered November 15, 2011 and docketed November 15, 2011 at 11:29 a.m. in the principal sum of $1,134.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of Aurora Health Care Central Inc., P.O. Box 343910, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 10CV291, entered May 13, 2010 and docketed May 13, 2010 at 8:14 a.m. in the principal sum of $31,119.81. (Attorney John M. Heuer)

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08FO451, entered October 14, 2009 and docketed October 14, 2009 at 9:31 a.m. in the principal sum of $312.00. (no attorney listed)

Judgment executed against Joseph S. Myszewski in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC531, entered March 9, 2009 and docketed March 12, 2009 at 1:44 p.m. in the principal sum of $1,363.01. (Attorney Ann Louise Patteson)

Special charge by the City of Sheboygan Water Utility against Joseph S. Myszewksi, 730 Union Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $70.91.

Taxes:

Certificate No.:	843
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$921.63
Date Interest and Penalty Computed:	02/01/15

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-24273-mdm, Chapter 13, filed April 4, 2012 by Joseph S. Myszewski, terminated March 11, 2014.

PARCEL NO. 59281400750

Owner(s) of Record:
Tracy L. Rios by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

Property Address:
1131 Swift Avenue, Sheboygan, WI 53081

Legal Description:
Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Tracy L. Rios, 1131 Swift Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $596.57.

Taxes:

Certificate No.:	858
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1550.13
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281401410

Owner(s) of Record:
Melanie L. Campbell by virtue of a Warranty Deed dated April 20, 2006 and recorded April 26, 2006 at 9:13 a.m. as Document Number 1796697.

Property Address:
1808 S. 12th Street, Sheboygan, WI 53081

Legal Description:
Lot Twenty-Two (22), Block Six (6), Assessment Subdivision Number 18, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Melanie L. Campbell, a single person, to Philip O. Melius and Lenore H. Melius, 322 N. Highland Avenue, Apt 206, Plymouth, WI 53073, dated April 21, 2006 and recorded April 26, 2006 at 9:13 a.m. as Document Number 1796698, securing the principal sum of $97,000.00.

Affidavit of Interest in Property executed by Melanie L. Campbell to Partners for Community Development, Inc. 1407 S. 13th Street, Sheboygan, WI 53081, dated June 20, 2008 and recorded June 24, 2008 at 12:27 p.m. as Document Number 1855793, securing the principal sum of $1,527.57.

Judgments/Liens:
Judgment executed against Melanie Campbell to Checkmate Cash Advance, 2223 S. Memorial Place, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC3301, entered October 27, 2008 and docketed October 29, 2008 at 1:31 p.m. in the principal sum of $629.72. (no attorney listed)

Judgment executed against Melanie Campbell to Payday Loan Store, 3341 S. Business Drive, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 08SC3410, entered November 10, 2008 and docketed November 18, 2008 at 3:02 p.m. in the principal sum of $327.00. (no attorney listed)

Judgment executed against Melanie Campbell to Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 09SC2759, entered September 28, 2009 and docketed October 15, 2009 at 1:49 p.m. in the principal sum of $747.24. (Attorney John M. Heuer)

Judgment executed against Melanie Campbell to AmeriCash Loans of WI, 801 S. 108th Street, West Allis, WI 53214, Sheboygan County Circuit Court Case Number 10SC2161, entered September 20, 2010 and docketed September 27, 2010 at 4:29 p.m. in the principal sum of $1,273.42. (Attorney Mark S. Stem)

Judgment executed against Melanie L. Campbell to Sheboygan Animal Hospital, 1839 Erie Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC3867, entered December 15, 2008 and docketed January 13, 2009 at 3:17 p.m. in the principal sum of $980.97. (Attorney Daniel J. Rostollan)

Judgment executed against Melanie L. Campbell to Salander Enterprises, 225 S. Executive Drive, Brookfield, WI 53005, Sheboygan Country Circuit Court Case Number 14SC2937, entered January 5, 2015 and docketed February 17, 2015 at 2:14 p.m. in the principal sum of $1,603.67. (Attorney J. Adam Dobberstein)

Judgment executed against Melanie L. Campbell to St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC207, entered February 11, 2008 and docketed February 15, 2008 at 12:29 p.m. in the principal sum of $976.20. (Attorney Jonathan Dale McCollister)

Special charge by the City of Sheboygan Water Utility against Melanie L. Campbell, 1808 S. 12th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $173.49.

Taxes:

Certificate No.:	863
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1663.30
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281402030

Owner(s) of Record:
Victory Games, LLC by virtue of a Warranty Deed dated March 27, 2002 and recorded April 3, 2002 at 9:25 a.m. in Volume 1976 of Records, Page 586 as Document Number 1633104.

Property Address:
1310 Union Avenue, Sheboygan, WI 53081

Legal Description:
Lot Nineteen (19) of Block Eight (8) of Assessment Subdivision Eighteen (18) to the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Victory Games, LLC and M&I Marshall & Ilsley Bank, 2315 S. Business Drive, Sheboygan, WI 53081, dated September 30, 2005 and recorded October 10, 2005 at 3:22 p.m. as Document Number 1779206, in the principal sum of $32,000.00.

Mortgage executed by Steven C. Prahl, a single person, and Ted Roskowski (a/k/a Theodore F. Rostkowski, Jr.), a single person, and Joe Freeland (a/k/a Joseph A. Freeland), a single person, and M&I Marshall Ilsley Bank, P.O. Box 5160, Appleton, WI 54912-5160, dated March 28, 2002 and recorded April 3, 2002 at 11:31 a.m. in Volume 1976 of Records, Page 675 as Document Number 1633120, in the principal sum of $45,500.00.

Judgments/Liens:
Special charge by the City of Sheboygan against Victory Games LLC, 1310 Union Avenue, Sheboygan, WI 53081, for sidewalks in the amount of $499.20.

Special charge by the City of Sheboygan Water Utility against Victory Games LLC, 1310 Union Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $59.26.

Taxes:

Certificate No.:	868
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$798.53
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281403730

Owner(s) of Record:
Rose A. Neumeyer, a single person, and Chris C. Neumeyer, a married person, by virtue of a Warranty Deed dated May 31, 2006 and recorded June 8, 2006 at 4:01 p.m. as Document Number 1800487.

Property Address:
1628 Spruce Court, Sheboygan, WI 53081

Legal Description:
Lot Twelve (12), Block Seven (7), Assessment Subdivision Number 19 of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by Rose A. Neumeyer and Chris C. Neumeyer, a single person and a married person, to UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, dated May 31, 2006 and recorded June 8, 2006 at 4:01 p.m. as Document Number 1800488, securing the principal sum of $49,950.00.

Judgments/Liens:
Judgment executed against Rose Neumeyer in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16SC861, entered May 16, 2016 and docketed May 17, 2016 at 9:13 a.m. in the principal sum of $1,913.64. (Attorney Andrew H. Morgan, Esq.)

Special charge by the City of Sheboygan Water Utility against Rose A. & Chris C. Neumeyer, 1628 Spruce Court, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $146.71.

Taxes:

Certificate No.:	881
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$198.39
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281405042

Owner(s) of Record:
Tracy Lyn Roe by virtue of a Quit Claim Deed dated May 18, 1995 and recorded May 31, 1995 at 10:46 a.m. in Volume 1391 of Records, Page 967 as Document Number 1426973.

Property Address:
Tivoli Lane, Sheboygan, WI 53081

Legal Description:
Lot 2, Beefers Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof; formerly known as:
Part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Three (3), Township Fourteen (14) North, Range Twenty-Three (23) East, described as follows: Commencing at the South Quarter (S ¼) corner of said Section Three (3); thence North Eighty-Nine (89) degrees Forty-Five (45) minutes West, Six Hundred Eighty-Nine (689.00) feet to the intersection of the West line of Idlewild Lane with the center line of County Trunk Highway " EE"; thence North Zero (00) degrees Seven (07) minutes Fifty (50) seconds East, Eleven Hundred Thirty-Four and Fifty-Nine Hundredths (1,134.59) feet; thence North Eighty-Nine (89) degrees Forty-Two (42) minutes Twenty-Five (25) seconds West, One Hundred Seventeen and Thirty-Three Hundredths (117.33) feet, being the true point of beginning of the property hereinafter described; thence North Zero (00) degrees Seven (07) minutes Fifty (50) seconds East, One Hundred Ninety-Two (192) feet to the North line of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼); thence West along said North line One Hundred Seventeen and Thirty-Four Hundredths (117.34) feet; thence South Zero (00) degrees Seven (07) minutes Fifty (50) seconds West, One Hundred Ninety-Two (192) feet; thence East One Hundred Seventeen and Thirty-Four hundredths (117.34) feet to the point of beginning.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	884
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$28.77
Date Interest and Penalty Computed:	02/01/15

Other:
Easement for Underground Electric Line Facilities and Communication Line Facilities to Wisconsin Power and Light Company, a Wisconsin Corporation, Ameritech and Marcus Cablevision, dated October 31, 1996 and recorded November 7, 1996 at 9:20 a.m. in Volume 1475 of Records, Page 476/7 as Document Number 1464204.

Six foot utility easement along the South lot line as set forth in Volume 14 of Plats, Page 138/9.

PARCEL NO. 59281500860

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, husband and wife as survivorship marital property, by virtue of a Personal Representative's Deed dated June 7, 1989 and recorded June 26, 1989 at 9:23 a.m. in Volume 1113 of Records, Page 444 as Document Number 1187155.

Property Address:
1416 New York Avenue, Sheboygan, WI 53081

Legal Description:
Lot Four (4), Block One Hundred Thirty-Six (136), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife as survivorship marital property, to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated April 21, 2003 and recorded May 22, 2003 at 12:17 p.m. as Document Number 1687369, securing the principal sum of $56,000.00.

Judgments/Liens:
Judgment executed against Mike Graumann in favor of Kimme Plumbing Service, LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of $529.50. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against R. Michael & Barbara E. Graumann, 1416 New York Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $204.07.

Taxes:

Certificate No.:	1060	948
Tax Year:	2013	2014
Sale Year:	2014	2015
Principal Sum of Lien:	$1592.53	$1018.95
Date Interest and Penalty Computed.	02/01/14	02/01/15

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 17-23971-gmh, Chapter 7, filed April 26, 2017 by Ronald M. Graumann and Barbara E. Graumann, debtors discharged August 23, 2017.

PARCEL NO. 59281501910

Owner(s) of Record:
Walter E. Lehmann and Sandra K. Lehmann, as joint tenants and not as tenants in common, by virtue of a Joint Tenancy Deed dated November 5, 1990 and recorded November 9, 1990 at 10:23 a.m. in Volume 1155 of Records, Page 51 as Document Number 1210789.

Property Address:
Vacant Land on N. 14th Street, Sheboygan, WI 53081

Legal Description:
The South Fifty (50) feet of Lot One (1), Block One Hundred Sixty-One (161), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Walter E. and Sandra K. Lehmann to the City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated February 23, 1999 and recorded March 25, 1999 at 9:05 a.m. in Volume 1656 of Records, Page 768 as Document Number 1538518, securing the principal sum of $5,862.00.

Judgments/Liens:
Judgment executed against Walter Lehmann in favor of Integrity Mutual Insurance Company, P.O. Box 1218, 671 S. High Street, Columbus, OH 43216, Sheboygan County Circuit Court Case Number 13SC2075, entered August 19, 2013 and docketed August 28, 2013 at 12:27 p.m. in the principal sum of $4,054.90. (Attorney Maura Buckley Battersby)

Taxes:

Certificate No.:	957
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$180.13
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281508740

Owner(s) of Record:
Tracy E. Reitmeyer, a single person, by virtue of a Warranty Deed dated June 3, 2010 and recorded June 4, 2010 at 12:27 p.m. as Document Number 1902377.

Property Address:
1218 S. 17th Street, Sheboygan, WI 53081

Legal Description:
The North Forty (40) feet of Lots Eleven (11) and Twelve (12), Block Two Hundred Seventy-Seven (277), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Special charge by the City of Sheboygan against Tracy E. Reitmeyer, 1218 S. 17th Street, Sheboygan, WI 53081, for resurfacing in the amount of $1,176.60.

Special charge by the City of Sheboygan Water Utility against Tracy E. Reitmeyer, 1218 S. 17th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $356.07.

Taxes:

Certificate No.:	991
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1284.32
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281509650

Owner(s) of Record:
R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:17 p.m. in Volume 1090 of Records, Page 840 as Document Number 1174390.

Property Address:
1221 Alabama Avenue, Sheboygan, WI 53081

Legal Description:
Lot Four (4), Block Two Hundred Eighty-Three (283), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated April 21, 2003 and recorded June 9, 2003 at 1:10 p.m. as Document Number 1690004, securing the principal sum of $60,000.00.

Judgments/Liens:
Judgment executed against Mike Graumann in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of $529.50.

Special charge by the City of Sheboygan Water Utility against R. Michael & Barbara E. Graumann, 1221 Alabama Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $52.01.

Taxes:

Certificate No.:	995
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1091.79
Date Interest and Penalty Computed:	02/01/15

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 17-23971-gmh, Chapter 7, filed April 26, 2017 by Ronald M. Graumann and Barbara E. Graumann, debtors discharged August 23, 2017.

PARCEL NO. 59281511910

Owner(s) of Record:
Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, by virtue of a Quit Claim Deed dated June 20, 2011 and recorded June 30, 2011 at 3:30 p.m. as Document Number 1926514.

Property Address:
2117 Indiana Avenue, Sheboygan, WI 53081

Legal Description:
Lots 31 and 32 in Block 2 of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, Wisconsin.

Mortgages:
Mortgage executed by Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, to U.S. Venture, Inc., a Wisconsin corporation, 425 Better Way, Appleton, WI 54915, dated December 7, 2012 and recorded January 11, 2013 at 2:10 p.m. as Document Number 1960562, securing the principal sum of $115,000.00.

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Convenience Stores Leasing & Management LLC, 2117 Indiana Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $47.98.

Taxes:

Certificate No.:	1138	1139	1004
Tax Year:	2013	2013	2014
Sale Year:	2014	2014	2015
Principal Sum of Lien:	$6020.67	$130.72	$6471.70
Date Interest and Penalty Computed:	02/01/14	02/01/14	02/01/15

Other:
Groundwater Use Restriction dated May 5, 2000 and recorded May 10, 2000 at 11:06 a.m. in Volume 1735 of Records, Pages 766/7 as Document Number 1570298.

Curb/Driveway Agreement dated May 26, 1955 and recorded June 21, 1955 at 10:06 a.m. in Volume 5 of Contracts, Pages 152/3 as Document Number 640500.

PARCEL NO. 59281600470

Owner(s) of Record:
Rae R. Pape, a single person, by virtue of a Quit Claim Deed dated June 6, 1985 and recorded July 8, 1985 at 10:37 a.m. in Volume 986 of Deeds, Page 89 as Document Number 1117163; and by a Warranty Deed dated January 30, 1968 and recorded February 5, 1968 at 1:47 p.m. in Volume 532 of Deeds, Page 693 as Document Number 899180.

Property Address:
1425 N. 15th Street, Sheboygan, WI 53081

Legal Description:
The South 55 feet of the North 120 feet of the West 50 feet of Lot 6, Block 22, Sheboygan Original Plat, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Rae Pape, a single person, to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044, dated December 11, 2008 and recorded on December 22, 2008 at 3:06 p.m. as Document Number 1866446, securing the principal sum of $69,500.00.

Judgments/Liens:
Judgment executed against Rae R. Pape in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ95, entered August 26, 2014 and docketed April 27, 2015 at 2:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rae R. Pape in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ98, entered November 20, 2014 and docketed April 27, 2015 at 1:58 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rae R. Pape in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ94, entered August 26, 2014 and docketed April 27, 2015 at 2:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rae R. Pape in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ92, entered October 15, 2014 and docketed April 27, 2015 at 2:08 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against Rae R. Pape in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ96, entered August 26, 2014 and docketed April 27, 2015 at 2:01 p.m. in the principal sum of $491.00. (no attorney listed)

Judgment executed against Rae R. Pape in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ93, entered October 15, 2014 and docketed April 27, 2015 at 2:06 p.m. in the principal sum of $691.00. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Rae R. Pape, 1425 N. 15th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $117.77.

Taxes:

Certificate No.:	1011
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$213.89
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281602180

Owner(s) of Record:
Raymond L. Corbett and Alia C. Corbett, husband and wife, as survivorship marital property, by virtue of a Quit Claim Deed dated February 26, 2014 and recorded February 27, 2014 at 2:52 p.m. as Document Number 1983046.

Property Address:
1409 Heermann Court, Sheboygan, WI 53081

Legal Description:
The West 53 feet of the East 75.2 feet of Lots 2, 3 and 5, Block 2, Assessment Subdivision No. 13, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR1482, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of $175.30. (no attorney listed)

Judgment executed against Raymond L. Corbett in favor of Capital One Bank (USA), N.A., 3033 Campus Drive, Suite 250, c/o Messerli and Kramer P.A., Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 17SC2481, entered November 27, 2017 and docketed December 6, 2017 at 8:18 a.m. in the principal sum of $1,409.36. (Attorney James E. Kachelski)

Judgment executed against Raymond Corbett in favor of Capital One Bank (USA), N.A., 3033 Campus Drive, Suite 250, c/o Messerli and Kramer P.A., Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 17SC2398, entered November 13, 2017 and docketed December 1, 2017 at 12:50 p.m. in the principal sum of $3,283.70. (Attorney James E. Kachelski)

Judgment executed against Alia Corbett in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 17SC2598, entered December 11, 2017 and docketed December 22, 2017 at 3:50 p.m. in the principal sum of $3,723.64. (Attorney Jason Donald Hermersmann)

Taxes:

Certificate No.:	1022
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1590.78
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281608020

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

Property Address:
1831 Martin Avenue, Sheboygan, WI 53083

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

Mortgages:
None of Record

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

Notice of Federal Tax Lien against Todd L. Drews in favor of Department of the Treasury, Internal Revenue Service (no address listed), dated October 6, 2016 and filed October 17, 2016 at 2:45 p.m. as Document Number 2028981, in the principal sum of $43,470.34.

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

Judgment executed against Todd L. Drews in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of $4,933.72. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Todd L. Drews, 1831 Martin Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $112.35.

Taxes:

Certificate No.:	1034
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1332.89
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281611020

Owner(s) of Record:
Laura L. Loiselle by virtue of a Warranty Deed dated February 23, 2010 and recorded February 25, 2010 at 2:34 p.m. as Document No. 1896938.

Property Address:
2025 Folger Court, Sheboygan, WI 53081

Legal Description:
Lot 27, Folgers Addition Supplement, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Laura L. Loiselle, 2025 Folger Court, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $1,127.25.

Taxes:

Certificate No.:	1041
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$135.03
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281618875

Owner(s) of Record:
Estate of Melvin W. Bittner, deceased, and Estate of Carol M. Bittner, deceased, by virtue of a Quit Claim Deed dated November 24, 1986 and recorded April 9, 1987 at 8:02 a.m. in Volume 1047 of Deeds, Page 33 as Document Number 1149837.

Property Address:
Vacant Land between N. 35th and N. 36th Streets, Sheboygan, WI 53081

Legal Description:
That Part of Lot Eleven (11), Block Thirty-Eight (38), Graceland Subdivision Number Twenty-One (21), in the City of Sheboygan, Sheboygan County, Wisconsin, being described as: Beginning at the Southwest corner of said Lot Eleven (11); thence North Zero degrees Six (06') minutes Fifty-Five (55") seconds East Fifty and Eighty-Five Hundredths (50.85') feet along the West line of said Lot Eleven (11); thence South Four degrees Thirty-One (31') minutes Forty-Six (46") seconds East Fifty-One (51'00) feet to the South line of said Lot Eleven (11); thence South Eighty-Nine degrees Fifty-Three (53') minutes Eleven (11") seconds West Four and Thirteen Hundredths (4.13') feet along the South line of said Lot Eleven (11) to the point of the beginning.

Mortgages:
None of Record

Judgments/Liens:
None of Record

Taxes:

Certificate No.:	1048
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$2.70
Date Interest and Penalty Computed:	02/01/15

Other:
Underground Electric Easement to Wisconsin Power and Light Company dated November 6, 1979 and recorded December 15, 1980 at 9:22 a.m. in Volume 893 of Records, Pages 112/13 as Document Number 1062615.

Easements and other matters as set forth in Plat of Graceland Subdivision No. 21.

PARCEL NO. 59281623310

Owner(s) of Record:
Christine Lee Franzen by virtue of a Transfer of Death to Beneficiary dated January 28, 2010 and recorded February 3, 2010 at 4:08 p.m. as Document Number 1895819.

Property Address:
1904 N. 20th Street, Sheboygan, WI 53081

Legal Description:
Lot Nine (9), Block Seven (7), F.G. Lintz Land Co's Subdivision No. 1, in the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Christine Franzen and Eric Franzen in favor of American General Financial Services of WI, Inc., 3110 S. Business Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10CV158, entered March 12, 2010 and docketed March 15, 2010 at 4:34 p.m. in the principal sum of $17,974.03. (Attorney Matthew J. Tadych)

Judgment executed against Christine Franzen in favor of Security Finance, 522 N. 8th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10SC1880, entered August 9, 2010 and docketed August 23, 2010 at 3:39 p.m. in the principal sum of $1,338.64. (no attorney listed)

Judgment executed against Christine Franzen in favor of Cottonwood Financial Wisconsin, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 08SC4205, entered January 26, 2009 and docketed February 5, 2009 at 3:22 p.m. in the principal sum of $2,337.00. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Cash Advance, 2223 S. Memorial Place, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC3535, entered December 14, 2009 and docketed December 30, 2009 at 3:50 p.m. in the principal sum of $741.50. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Joshua A. Lammers, 511 S. 14th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10SC1998, entered August 30, 2010 and docketed July 18, 2011 at 10:43 a.m. in the principal sum of $2,596.50. (no attorney listed)

Judgment executed against Christine L. Franzen in favor of Montessori Children's House, 1907 N. 20th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 11SC65, entered January 24, 2011 and docketed January 25, 2011 at 2:52 p.m. in the principal sum of $348.52. (Attorney Andrew H. Morgan)

Judgment executed against Christine L. Franzen and Eric Franzen in favor of Sheboygan Oral & Maxillofacial Associates Ltd., 3637 Wilgus Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC125, entered January 28, 2013 and docketed January 31, 2013 at 9:03 a.m. in the principal sum of $406.02. (Attorney Andrew H. Morgan)

Judgment executed against Christine L. Franzen in favor of Aurora Health Care Central Inc. and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 13SC2872, entered November 11, 2013 and docketed November 15, 2013 at 11:17 a.m. in the principal sum of $1,362.16. (Attorney John M. Heuer)

Judgment executed against Christine L. Franzen in favor of Salanders Enterprises LLC., 225 S. Executive Drive, Brookfield, WI 53005, Sheboygan County Circuit Court Case Number 14SC2225, entered October 20, 2014 and docketed December 1, 2014 at 1:14 p.m. in the principal sum of $4,234.66. (Attorney J. Adam Dobberstein)

Judgment executed against Christine L. Franzen in favor of Aurora Medical Group Inc., P.O. Box 343910, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 14SC642, entered April 7, 2014 and docketed April 11, 2014 at 11:10 a.m. in the principal sum of $2,082.17. (Attorney John M. Heuer)

Special charge by the City of Sheboygan Water Utility against Christine Lee Franzen, 1904 N. 20th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $218.06.

Taxes:

Certificate No.:	1055
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$2144.99
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281628710 REDEEMED 3-13-2018

Owner(s) of Record:
Cody Abraham by virtue of a Special Warranty Deed dated June 1, 2011, and recorded June 6, 2011 at 12:56 p.m. as Document Number 1925270.

Property Address:
2506 N. 15th Street, Sheboygan, WI 53083

Legal Description:
The South 45 feet of Lots 34 and 35, Zelle & Schaetzer's Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
Mortgage executed by Cody Abraham to Adrienne Boutillier, her successors and assigns, (no address provided), dated June 22, 2015 and recorded June 22, 2015 at 2:33 p.m. as Document Number 2004861, securing the principal sum of $6,200.00.

Judgments/Liens:
Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF635, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $2,921.23. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF655, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of $525.05. (no attorney listed)

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case

Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50 (no attorney listed).

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of $38.50. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC777, entered March 23, 2009 and docketed March 27, 2009 at 11:28 a.m. in the principal sum of $941.89. (Attorney Ann Louise Patteson)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5296, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $515.50. (no attorney listed)

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5297, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 13CF87, entered November 8, 2017 and docketed November 8, 2017 at 11:32 a.m. in the principal sum of $2,982.65. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17TJ43, entered October 12, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $110,395.00. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17TJ44, entered February 24, 2016 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $110,395.00. (no attorney listed)

Judgment executed against Cody E. Abraham in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 17TJ45, entered November 18, 2015 and docketed August 8, 2017 at 2:43 p.m. in the principal sum of $110,395.00. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Cody Abraham, 2306 N. 15th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $190.96.

Taxes:

Certificate No.:	1070	1071
Tax Year:	2014	2014
Sale Year:	2015	2015
Principal Sum of Lien:	$1431.75	$240.38
Date Interest and Penalty Computed:	02/01/15	02/01/15

Other:
None

PARCEL NO. 59281702340

Owner(s) of Record:
William C. Sukowaty, a single person, by virtue of a Portion of Judgment Affecting Title to Real Estate dated June 26, 2000 and recorded July 31, 2000 at 10:14 a.m. in Volume 1750 of Records, Page 176 as Document Number 1575826; and by a Quit Claim Deed dated July 12, 2000 and recorded July 26, 2000 at 9:21 a.m. in Volume 1749 of Records, Page 512 as Document Number 1575578; and by a Warranty Deed dated May 27, 1994 and recorded June 2, 1994 at 1:34 p.m. in Volume 1347 of Records, Pages 602/8 as Document Number 1405502.

Property Address:
Formerly 1714 N. 9th Street, Sheboygan, WI 53081

Legal Description:
Lot Fourteen (14), Block One (1), Assessment Subdivision Number Eleven (11) of the City of Sheboygan, according to the recorded plat thereof.

Mortgages:
Mortgage executed by William C. Sukowaty and Gayle M. Sukowaty to Firstar Bank Wisconsin, P.O. Box 2584, Oshkosh, WI 54903, dated March 11, 1998 and recorded March 18, 1998 at 8:47 a.m. in Volume 1561 of Records, Page 6 as Document Number 1499891, securing the principal sum of $350,000.00 (includes other lands).

Mortgage Assignment from U.S Bank National Association (f/k/a Firstar Bank Wisconsin) to Casco Bay Finance Company LLC, % Capital Servicing Inc., 50 Portland Pier, Suite 400, Portland, ME 04101, dated July 6, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831402.

Mortgage Assignment from Casco Bay Finance Company LLC to Textron Financial Corporation, 11575 Great Oaks Way, Suite 210, Alpharetta, GA 30022, dated July 7, 2007 and recorded July 17, 2007 at 12:41 p.m. as Document Number 1831403.

Mortgage Assignment from Textron Financial Corporation to Casco Bay Finance Company LLC, 50 Portland Pier, Suite 400, Portland, ME 04101, dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845164.

Mortgage Assignment from Casco Bay Finance Company LLC to JCG Properties LLC, 5614 Superior Avenue, Sheboygan, WI 53083, dated January 28, 2008 and recorded February 6, 2008 at 12:37 p.m. as Document Number 1845165.

Judgments/Liens:
Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ118, entered March 30, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,234.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ119, entered May 16, 2012 and docketed July 23, 2012 at 3:49 p.m. in the principal sum of $1,334.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ98, entered August 29, 2012 and docketed June 23, 2014 at 10:56 a.m. in the principal sum of $681.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ103, entered November 19, 2012 and docketed June 23, 2014 at 10:51 a.m. in the principal sum of $166,623.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ101, entered January 31, 2014 and docketed June 23, 2014 at 10:53 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ100, entered January 31, 2014 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ102, entered August 22, 2012 and June 23, 2014 at 10:52 a.m. in the principal sum of $205.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ99, entered December 28, 2012 and docketed June 23, 2014 at 10:55 a.m. in the principal sum of $240.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 02FO2218, entered May 13, 2008 and docketed May 13, 2008 at 11:31 a.m. in the principal sum of $1,787.08. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ68, entered September 3, 2014 and docketed March 25, 2015 at 1:09 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ69, entered September 3, 2014 and docketed March 25, 2015 at 1:06 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ70, entered November 5, 2014 and docketed March 25, 2015 at 1:05 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ71, entered November 5, 2014 and docketed March 25, 2015 at 1:04 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ72, entered November 5, 2014 and docketed March 25, 2015 at 1:03 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ73, entered January 21, 2015 and docketed March 25, 2015 at 1:02 p.m. in the principal sum of $691.00. (no attorney listed)

Judgment executed against William C. Sukowaty in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ74, entered January 21, 2015 and docketed March 25, 2015 at 1:00 p.m. in the principal sum of $691.00. (no attorney listed)

Federal Tax Lien executed against William C. Sukowaty in favor of Department of the Treasury - Internal Revenue Service, (no address provided), dated February 13, 2014 and filed February 26, 2014 at 3:19 p.m. as Document Number 1982983, in the principal sum of $40,460.11.

Taxes:

Certificate No.:	1099
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1337.33
Date Interest and Penalty Computed:	02/01/15

Other:
Raze Order dated April 21, 2015 and recorded April 24, 2015 at 2:45 p.m. as Document Number 2001917.

PARCEL NO. 59281703070

Owner(s) of Record:
David M. Hamm and Crystal D. Hamm by virtue of a Special Warranty Deed dated January 25, 2011 and recorded January 31, 2011 at 1:57 p.m. as Document Number 1919024.

Property Address:
1521 N. 11th Street, Sheboygan, WI 53081

Legal Description:
Lot 31, Block 2, Assessment Subdivision No. 11 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against David Hamm in favor of Portfolio Recovery Associates LLC, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 15SC792, entered May 18, 2015 and docketed May 29, 2015 at 11:19 a.m. in the principal sum of $1,378.24. (Attorney Dustin Allen McMahon)

Judgment executed against David Hamm in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 14SC2216, entered October 13, 2014 and docketed October 20, 2014 at 2:29 p.m. in the principal sum of $1,496.50. (Attorney Adam R. Finkel)

Taxes:

Certificate No.:	1102
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$844.55
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281704330

Owner(s) of Record:
Darryl Alexander Shumate by virtue of a Quit Claim Deed dated January 12, 2016 and recorded February 1, 2016 at 3:10 p.m. as Document Number 2015786.

Property Address:
2011 N. 11th Street, Sheboygan, WI 53081

Legal Description:
Lot Twenty (20) Block Two (2), Assessment Subdivision Number Twelve (12), City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded Plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Darryl A. Shumate, 2011 N. 11th Street, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $221.76.

Taxes:

Certificate No.:	1110
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$690.93
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281707670

Owner(s) of Record:
Michael White by virtue of a Special Warranty Deed dated October 3, 2014 and recorded October 10, 2014 at 9:35 a.m. as Document Number 1993087.

Property Address:
1528 Blocki Court, Sheboygan, WI 53081

Legal Description:
Lot Twenty-Four (24) according to the recorded Plat of Blocki's Subdivision of Lots A and B Bates Addition in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Michael G. White in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17FO324, entered October 23, 2017 and docketed October 23, 2017 at 3:30 p.m. in the principal sum of $263.50. (Attorney Oliver M. Bauer)

Possible Child Support Lien against Michael A. White, Docket Number 526874, filed May 8, 2016 in the principal sum of $14,318.68, Chippewa County Child Support Agency, 711 N. Bridge Street, Room 225, Chippewa Falls, WI 54729.

Possible Child Support Lien against Michael Aaron White, Docket Number 517278, filed January 3, 2016 in the principal sum of $24,659.52, Milwaukee Child Support Agency, 901 N. 9th Street, Room 101, Milwaukee, WI 53233.

Possible Child Support Lien against Michael Allen White, Docket Number 461890, filed March 9, 2014 in the principal sum of $9,140.61, Brown County Child Support Agency, 305 E. Walnut Street, Room 450, P.O. Box 23600, Green Bay, WI 54305.

Possible Child Support Lien against Michael Edward White, Docket Number 560753, filed April 9, 2017 in the principal sum of $2,225.00, Rock County Child Support Agency, 51 S. Main Street, Janesville, WI 53545.

Possible Child Support Lien against Michael Lee White Jr., Docket Number 433946, filed May 5, 2013 in the principal sum of $2,926.15, Douglas County Child Support Agency, 1313 Belknap Street, Room 202, Superior, WI 54880.

Possible Child Support Lien against Michael Lynn White, Docket Number 577653, filed October 8, 2017 in the principal sum of $714.10, Eau Claire County Child Support Agency, 721 Oxford Avenue, Suite 1230, Eau Claire, WI 54703-5481.

Possible Child Support Lien against Michael Richard Carlson White, Docket Number 524354, filed April 3, 2016 in the principal sum of $2,788.94, Grant County Child Support Agency, 130 W. Maple Street, Lancaster, WI 53813.

Special charge by the City of Sheboygan Water Utility against Michael White, 1528 Blocki Court, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $215.61.

Taxes:

Certificate No.:	1120
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1456.05
Date Interest and Penalty Computed:	02/01/15

Other:
Possible U.S Bankruptcy Court, Eastern District of Wisconsin, Case Number 14-21023-gmh, Chapter 13, filed February 1, 2014 by Michael L. White and Treanace White (still in process).

PARCEL NO. 59281707820

Owner(s) of Record:
Michael White by virtue of a Special Warranty Deed dated August 27, 2014 and recorded September 3, 2014 at 10:19 a.m. as Document Number 1991232.

Property Address:
1635 Blocki Court, Sheboygan, WI 53081

Legal Description:
The North 10 feet of Lot 38 and all of Lot 39, Blocki Subdivision (more accurately described as Blocki's

Subdivision of Lots A & B Bates Addition), City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Michael G. White in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17FO324, entered October 23, 2017 and docketed October 23, 2017 at 3:30 p.m. in the principal sum of $263.50. (Attorney Oliver M. Bauer)

Possible Child Support Lien against Michael A. White, Docket Number 526874, filed May 8, 2016 in the principal sum of $14,318.68, Chippewa County Child Support Agency, 711 N. Bridge Street, Room 225, Chippewa Falls, WI 54729.

Possible Child Support Lien against Michael Aaron White, Docket Number 517278, filed January 3, 2016 in the principal sum of $24,659.52, Milwaukee Child Support Agency, 901 N. 9th Street, Room 101, Milwaukee, WI 53233.

Possible Child Support Lien against Michael Allen White, Docket Number 461890, filed March 9, 2014 in the principal sum of $9,140.61, Brown County Child Support Agency, 305 E. Walnut Street, Room 450, P.O. Box 23600, Green Bay, WI 54305.

Possible Child Support Lien against Michael Edward White, Docket Number 560753, filed April 9, 2017 in the principal sum of $2,225.00, Rock County Child Support Agency, 51 S. Main Street, Janesville, WI 53545.

Possible Child Support Lien against Michael Lee White Jr., Docket Number 433946, filed May 5, 2013 in the principal sum of $2,926.15, Douglas County Child Support Agency, 1313 Belknap Street, Room 202, Superior, WI 54880.

Possible Child Support Lien against Michael Lynn White, Docket Number 577653, filed October 8, 2017 in the principal sum of $714.10, Eau Claire County Child Support Agency, 721 Oxford Avenue, Suite 1230, Eau Claire, WI 54703-5481.

Possible Child Support Lien against Michael Richard Carlson White, Docket Number 524354, filed April 3, 2016 in the principal sum of $2,788.94, Grant County Child Support Agency, 130 W. Maple Street, Lancaster, WI 53813.

Taxes:

Certificate No.:	1121
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$892.88
Date Interest and Penalty Computed:	02/01/15

Other:
Possible U.S Bankruptcy Court, Eastern District of Wisconsin, Case Number 14-21023-gmh, Chapter 13, filed February 1, 2014 by Michael L. White and Treanace White (still in process).

PARCEL NO. 59281713580

Owner(s) of Record:
Antonio Sanchez by virtue of a Special Warranty Deed dated September 30, 2005 and recorded October 5, 2005 at 9:50 a.m. as Document Number 1778660.

Property Address:
917 St. James Court, Sheboygan, WI 53081

Legal Description:
Lot 5, J. Mallmann's Ninth Street Subdivision, according to the recorded Plat thereof, the same being a part of Lot 46, Bates Addition, in the City of Sheboygan, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Special charge by the City of Sheboygan Water Utility against Antonio Sanchez, 917 St. James Court, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $315.36.

Taxes:

Certificate No.:	1143
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$938.98
Date Interest and Penalty Computed:	02/01/15

Other:
U.S. Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-34855-svk, Chapter 7, filed October 12, 2012 by Antonio O. Sanchez and Jessica Sanchez (still in process).

PARCEL NO. 59281714000

Owner(s) of Record:
Lyle Klemp III, a single person, by virtue of a Warranty Deed dated August 21, 2014 and recorded August 28, 2014 at 2:38 p.m. as Document Number 1991010.

Property Address:
1340 Logan Avenue, Sheboygan, WI 53083

Legal Description:
Lot Eight (8), Block Two (2), Neumeister & Oehler Subdivision to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Lyle Klemp in favor Payday Loan Store of Wisconsin Inc., 566 N. Rolling Meadows Drive, Fond du Lac, WI 54937, Sheboygan County Circuit Court Case Number 12SC594, entered March 12, 2012 and docketed March 20, 2012 at 12:59 p.m. in the principal sum of $1,614.09. (no attorney listed)

Judgment executed against Lyle Klemp III in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, Suite 200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 12SC916, entered April 16, 2012 and docketed April 20, 2012 at 10:55 a.m. in the principal sum of $1,884.99. (Attorney Adam R. Finkel)

Judgment executed against Lyle Klemp III and Tammy Klemp in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, Sheboygan County Circuit Court Case Number 13SC1144, entered May 6, 2013 and docketed May 17, 2013 at 10:54 a.m. in the principal sum of $213.30. (no attorney listed)

Judgment executed against Lyle N Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR60, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $389.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR59, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR58, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 17TR57, entered April 6, 2017 and docketed April 6, 2017 at 3:47 p.m. in the principal sum of $213.10. (no attorney listed)

Judgment executed against Lyle N. Klemp in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 14TR3703 entered January 8, 2015 and docketed January 8, 2015 at 12:44 p.m. in the principal sum of $200.50. (no attorney listed)

Judgment executed against Lyle N. Klemp III in favor of Lisa M. Hocking, 2211 S. 15th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC3310, entered January 20, 2014 and docketed February 27, 2014 at 9:26 a.m. in the principal sum of $6,727.50. (no attorney listed)

Judgment executed against Lyle Norman Klemp III and Tammy Lynn Klemp in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, Sheboygan County Circuit Court Case Number 12SC2384, entered October 1, 2012 and docketed October 10, 2012 at 9:56 a.m. in the principal sum of $193.35. (no attorney listed)

Special charge by the City of Sheboygan Water Utility against Lyle Klemp III, 1340 Logan Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $86.54.

Taxes:

Certificate No.:	1147
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$1706.95
Date Interest and Penalty Computed:	02/01/15

Other:
None

PARCEL NO. 59281719110

Owner(s) of Record:
Eric F. Grittinger and Audrey I. Grittinger by virtue of a Special Warranty Deed dated February 21, 2013 and recorded March 14, 2013 at 2:37 p.m. as Document Number 1964534.

Property Address:
916 Bluff Avenue, Sheboygan, WI 53081

Legal Description:
Lot 6 of Wedell and Hilpertshauser's Subdivision in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Mortgages:
None of Record

Judgments/Liens:
Judgment executed against Audrey Renner Grittinger in favor of Roundy's Supermarkets Inc., P.O. Box 473, Milwaukee, WI 53201-0473, Sheboygan County Circuit Court Case Number 08SC2189, entered July 21, 2008 and docketed August 5, 2008 at 3:50 p.m. in the principal sum of $760.59. (Attorney Keary W. Bilka)

Judgment executed against Eric Grittinger in favor of LVNV Funding LLC, 15 S. Main Street, Greenville, SC 29601, Sheboygan County Circuit Court Case Number 11SC2956, entered January 16, 2012 and docketed February 10, 2012 at 2:29 p.m. in the principal sum of $4,749.54. (Attorney Jeffrey E. Schelble)

Judgment executed against Eric Grittinger and Audrey Grittinger in favor of Richard Duening and Audrey Duening, 1320 N. 38th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC1346, entered August 30, 2013 and docketed September 4, 2013 at 3:48 p.m. in the principal sum of $764.50. (Attorney Joseph J. Voelkner)

Judgment executed against Eric F. Grittinger in favor of St. Nick Hosp of The Hosp Sisters of the 3rd Order St. Francis, PO Box 13508, Green Bay, WI 54307, Sheboygan County Circuit Court Case Number 16SC636, entered April 18, 2016 and not yet docketed in the principal sum $1,650.14. (Attorney Kirsten Fagerland Pezewski)

Judgment executed against Eric F. Grittinger and Audrey Grittinger in favor of Children's Hospital of Wisconsin, Inc., 9000 W. Wisconsin Avenue, Milwaukee, WI 53226, Sheboygan County Circuit Court Case Number 17SC2414, entered November 20, 2017 and docketed November 27, 2017 at 1:01 p.m. in the principal sum of $688.01. (Attorney Deborah Krusche Brack)

Special charge by the City of Sheboygan Water Utility against Eric F. & Audrey I. Grittinger, 916 Bluff Avenue, Sheboygan, WI 53081, for delinquent water and sewer fees in the amount of $103.64.

Taxes:

Certificate No.:	1158
Tax Year:	2014
Sale Year:	2015
Principal Sum of Lien:	$283.05
Date Interest and Penalty Computed:	02/01/15

Other:
None

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

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

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

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

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

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

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Four, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated March 8, 2018, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem.* and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on March 8, 2018. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including May 9, 2018, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said May 9, 2018, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: Laura Henning-Lorenz
LAURA HENNING-LØRENZ
County Treasurer

PETITION

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

Dated this 8th day of March, 2018.

SHEBOYGAN COUNTY

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

STATE OF WISCONSIN)
) ss:
SHEBOYGAN COUNTY)

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

Laura Henning-Lorenz
LAURA HENNING-LORENZ
County Treasurer

Subscribed and sworn to before me
this 8th day of March, 2018.

Dianne Hohenstern
Dianne Hohenstern, Notary Public
State of Wisconsin
My Commission expires January 8, 2021

DIANNE HOHENSTERN
NOTARY PUBLIC
STATE OF WISCONSIN

Office of the Corporation Counsel
SHEBOYGAN COUNTY
2124 Kohler Memorial Drive – Suite 310
Sheboygan, WI 53081-3174

R:\CLIENT\08299\00022\00122343.DOCX

II

R. O. No. _____ - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting a communication from Keith D. Bauer requesting a waiver from the Sex Offender Residency requirements in order to reside at 725 Alabama Avenue.

Public Safety

_____

CITY CLERK

MAR 16 '18 AM 8:35

Date: 3/16/2018

My name is: Keith D. Bauer

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
225 Alabama Ave Sheboygan, WI 53081

Signature: [signature]

Phone Number: 920/894/4044

THIS place is By A School. I HAVE NO interest in this place Because of the School This place is in my price range And it A place where it going to have everything new. That the only Reson I want to move here.

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

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

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting a communication from Visit Sheboygan making various requests for Sheboygan Concerts and 4th of July Events.

_____
CITY CLERK

Public Safety
+
Public Works

Visit Sheboygan ◦ 621 S. 8th St. ◦ Sheboygan, WI 53081
920.457.9491 ◦ visitsheboygan.com

Date: March 21, 2018

To: Meredith DeBruin, City Clerk
City of Sheboygan

Fr: Amy Wilson, President/CEO
Visit Sheboygan, Inc.

Re: Request to Common Council for Sheboygan Concerts and 4th of July Events

Sheboygan Pops Concert Series

Visit Sheboygan requests use of the Band Shell at Fountain Park and DPW services to setup chairs and dance floor as needed to fulfill its obligation with the City in organizing and implementing the Sheboygan Pops Concert Series.

4th of July

As the coordinator of Sheboygan's 4th of July festivities, including the parade, events at Deland Park, fireworks and logistics coordination for South Pier, Visit Sheboygan is requesting use of services and equipment from the Department of Public Works and Police and Safety. Anticipated resources for the events will be very similar to those utilized in the past, following the schedule below:

Prior to July 4, assistance from DPW is requested to set up picnic tables and benches and staging at Deland Park and South Pier. Following events on July 4, assistance is requested for pick-up of same.

July 3, the fireworks company will be pre-staging fireworks near South Pier. Visit Sheboygan will coordinate location and security of items with the fireworks company, DPW and the Sheboygan Police and Fire Departments.

July 4, assistance with parade logistics and logistics and maintenance of Deland and Rotary Parks and South Pier throughout the day.

Prior to July 4, assistance is requested from the Sheboygan Police Department, blocking off parked traffic for the parade route, as well as assistance routing traffic from the parade on July 4, with assistance controlling traffic throughout the day's festivities. Below is the current schedule of events:

7:00 a.m. Parade Line-up (Route: N. 8th St. at Center Ave., going north to Michigan Ave., East to Broughton Dr.) Note: Parade Permit will be requested as soon as insurance certificate is received by Visit Sheboygan.

Visit Sheboygan ◦ 621 S. 8th St. ◦ Sheboygan, WI 53081
920.457.9491 ◦ visitsheboygan.com

VisitSHEBOYGAN
SHEBOYGAN AREA TOURISM

9:00 a.m. Parade Commences (Note: DPW is requested to set up risers with tables and chairs for six judges at Fountain Park.)

11:00 a.m. Deland Park Festivities begin. (Entertainment tent with food and beverage sales. Vendor village with food and beverage, arts and crafts vendors, kids' area with inflatable amusements.) Vendor Village ends at 7 p.m. Entertainment breaks for fireworks and ends at 11:00 p.m.

12:00 p.m. Rotary Park Festivities include on-the-river events, entertainment, and concessions hosted by the Sailing Education Association of Sheboygan (SEAS). They will be responsible for securing their own permits/licenses as necessary for any Rotary Park 4th of July activities. Visit Sheboygan will add the SEAS events/activities to the 4th of July roster for planning and promotional purposes as part of the citywide celebration schedule.

12:00 p.m. South Pier Festivities, if any, are To Be Determined by Sheboygan Squared BID and/or Blue Harbor Resort. They will be responsible for securing their own permits/licenses as necessary for any South Pier 4th of July activities. Visit Sheboygan will add the South Pier activities to the 4th of July roster for planning and promotional purposes as part of the citywide celebration schedule.

4:00 p.m. Sheboygan Theatre Company performance "A Musical Review," coordinated by the Sheboygan Theatre Company performed in Fountain Park.

9:30 p.m. Fireworks display from South Pier.

C: Amanda Salazar, Sheboygan Squared Manager
Leslie Kohler, SEAS Chairman
David Sanderson, Blue Harbor Resort Vice President & General Manager
Chief Domagalski, Sheboygan Police Department
Chief Romas, Sheboygan Fire Department
Dave Biebel, Department of Public Works Director
Chad Pelishek, Planning and Development Director

II

R. O. No. _____ - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting a communication from Andrew Lindsay regarding City lighting midway between David Avenue and Broadway Avenue on South 21st Street.

Public Works

_____

CITY CLERK

TO WHOM IT MAY CONCERN,

I'M WRITING IN REGARDS, WITH A CONCERN, OVER CITY LIGHTING, MIDWAY BETWEEN DAVID AVE AND BROADWAY AVE ON SOUTH 21ST ST. THIS AREA IS EXTREAMLY DARK, WITH THE POTENTIAL OF CRIMINAL ACTIVITY AND OR EVENING WALKERS

I'VE NOTICED, BOTH 22ND ST AND 18TH ST BETWEEN DAVID AVE & BROADWAY AVE, HAVE THIS MID-BLOCK LIGHTING INSTALLED AND BOTH I, AND MY WIFE, ALONG WITH SOME CONCERNED NEIGHBORS, WOULD LIKE YOU TO DISCUSS, AND ADDRESS THIS ISSUE, FOR THE SAFETY ISSUE I'VE ADDRESS

RESPECT FULLY,

Andrew S Lindsay

ANDREW S LINDSAY
1605 S. 21ST ST
SHEBOYGAN, WI

III

Res. No. ____ - 17 - 18. By Alderpersons Donohue and Bohren. April 4, 2018.

A RESOLUTION authorizing executing a lease for the former County Highway Department building on North 23rd Street for use by certain City Hall departments during construction at City Hall.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Lease Agreement with 2017 Acquisition Group, LLC, in form substantially similar to the attached, for the use of the former County Highway Department building for a term to begin June 1, 2018.

Finance + Personnel

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

LEASE AGREEMENT

This Lease Agreement is entered into this _____ day of April, 2018, by and between **2017 ACQUISITION GROUP, LLC**, a Wisconsin corporation ("Landlord"), and the **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation ("Tenant").

WHEREAS, Tenant desires to lease the premises described in Section 1 (the "Premises") and Landlord is willing to lease the Premises on the terms and conditions hereinafter set forth; and

WHEREAS, Landlord and Tenant desire to enter into a Lease Agreement for the Premises for the operation of governmental offices.

AGREEMENT

NOW, THEREFORE, in consideration of the rents, agreements, and conditions herein contained, the parties agree as follows:

1. **PREMISES**. Landlord hereby leases to Tenant and Tenant leases from Landlord the real estate and building located at 1211 North 23rd Street, Sheboygan, Wisconsin 53081 (the "Premises").

2. **TERM**. Subject to the provisions herein, the term of this Lease shall be for one year commencing June 1, 2018, and month-to-month thereafter; provided, however, that in no event shall the term extend beyond May 31, 2020. If the Tenant desires to terminate the lease on May 31, 2019 or at the end of any given month prior to May 31, 2020, the Tenant shall provide notice in writing to the Landlord of said termination no fewer than 30 days in advance of the date of termination.

3. **USE AND COMPLIANCE WITH LAWS**. Tenant shall use the Premises exclusively for government use (the "Use"), and for no other purpose without the prior written consent of Landlord, subject to and in compliance with all other provisions of this Lease. Tenant shall at all times conduct its business in a first-class, professional, and businesslike manner. Tenant and Landlord shall comply with all federal, state, county, city or other governmental agency laws, regulations, rules, ordinances, or codes, relating to the Premises and Tenant's use thereof and to the Building and all tenants' uses thereof, including, without limitation, health, safety, and building codes, the Americans With Disabilities Act and the Wisconsin Barrier-Free Design Act, and any permit or license requirements.

4. **RENTAL**.

A. Base Rent. Tenant hereby covenants and agrees to pay Landlord Base Rent for the Premises in the sum of $5,333.33 per month.

B. Additional Rent. Tenant shall pay to Landlord Additional Rent as follows: The Tenant shall reimburse Landlord for any/all real estate taxes on a pro-rated basis for the Premises, with the exception of the warehouse space. The property is currently tax exempt, and no proration of taxes shall be due for the period beginning June 1, 2018 and ending December 31, 2018. The Tenant shall pay operating expenses for the Premises, with the exception of the warehouse space, in monthly installments. Operating expenses are estimated at $12,000.00 per year and shall be reconciled by March 31st of the following year.

5. **SECURITY DEPOSIT**. At the signing of this Lease, Tenant shall pay Landlord a security deposit in the amount of Zero Dollars ($0.00).

6. **INSURANCE**. During the term of this Lease and any renewal thereof, Landlord shall provide and maintain a policy of property and general liability coverage insurance on the Building and pay all premiums thereon. All insurance requirements herein shall be obtained through responsible insurance companies licensed to do business in the State of Wisconsin. Landlord's insurance shall not cover Tenant's personal property. The Tenant shall be responsible for providing property, liability, and worker's compensation insurance with respect to the property and persons of the respective City departments that are utilizing the Premises.

7. **MUTUAL WAIVER OF SUBROGATION**. Landlord and Tenant hereby waive any rights each may have against the other arising out of any loss or damage connected in any way to or arising in any way out of any occurrence related to the Premises or in the Building to the extent that such damage or loss is insured under the insurance policies as specified in this Lease. Landlord and Tenant, on behalf of their respective insurance companies, waive any right of subrogation they may have against each other where such waiver of subrogation is not invalidated by applicable state law or the insurance policies.

8. **INDEMNIFICATION**. Tenant will protect, indemnify, save harmless, and defend Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of: (a) any failure on the part of Tenant to perform or comply with any of the terms of this Lease caused by the negligence of Tenant; or (b) any act or omission of Tenant or its employees, agents, licensees, or invitees. Landlord, at Landlord's option and at Tenant's expense, may contest, resist, and defend any such claim, action, or proceedings asserted or instituted against Landlord and may compromise or otherwise dispose of the same as it sees fit. If Landlord does not defend any such claim, action, or proceedings as herein provided, Tenant shall at Tenant's expense contest, resist, and defend any such claim, action, or proceeding asserted or instituted against Landlord. Tenant agrees to give Landlord immediate written notice of any liability, obligation, claim, damage, penalty, or cause of action.

Landlord will protect, indemnify, save harmless, and defend Tenant from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Tenant by reason of: (a) any failure on the part of Landlord to perform or comply with any of the terms of this Lease; or (b) any act or omission of Landlord or its employees, agents, licensees, or invitees. Tenant, at Tenant's option and at Landlord's expense, may contest, resist, and defend any such claim, action, or proceedings asserted or instituted against Tenant and may compromise or otherwise dispose of the same as it sees fit. If Tenant does not defend any such claim, action, or proceedings as herein provided, Landlord shall, at Landlord's expense, contest, resist, and defend any such claim, action, or proceeding asserted or instituted against Tenant. Landlord agrees to give Tenant immediate written notice of any liability, obligation, claim, damage, penalty, or cause of action.

9. **DAMAGE AND DESTRUCTION**. In the event the Premises or the Building is damaged by any peril to an extent which is less than ten percent (10%) of the cost of replacement, the damage shall except as hereinafter provided promptly be repaired by Landlord, at Landlord's expense but in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment, or personal property. In the event the Premises or the Building is damaged to the extent of ten percent (10%) or more of the cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the event causing the damage.

10. DEFAULT. Should Tenant fail to make any payment of Rent when due or should it violate or fail to perform any of the other terms or conditions herein contained and such failure or default is not cured within thirty (30) days after Landlord gives notice of such default to Tenant or should Tenant abandon the Premises, then at Landlord's option: (i) this Lease shall be immediately terminated upon written notice to Tenant with the same effect as if the Lease provided for expiration on that day, (ii) Tenant's right to possession shall be immediately terminated upon written notice to Tenant and Tenant shall continue to be liable for all rent due for the remainder of the term, or (iii) Landlord shall have the right to exercise any other remedy provided by Wisconsin law.

In the event that either party shall default under any of the provisions of this Agreement and the non-defaulting party shall employ attorneys or incur other expenses for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party contained in this Agreement, the defaulting party agrees that it shall on demand pay to the non-defaulting party the reasonable fees of such attorney and such other reasonable expenses so incurred by the non-defaulting party.

11. MISCELLANEOUS.

A. Discharge of Liens. Tenant will not permit any mechanics' or similar liens for labor or materials furnished to the Premises during the term of this Lease to be filed against the Premises or any part thereof; and if any such lien shall be filed, Tenant will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law within thirty (30) days after such filing. Tenant shall indemnify Landlord against and save Landlord harmless from any and all loss, damage, claims, liabilities, judgments, costs, and expenses arising out of the filing of any such lien. Nothing contained herein shall constitute any consent or request by Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises, nor as giving Tenant any right, power, or authority to contract for or permit the performance of any labor or services or the furnishings of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof.

B. As-is Condition. The Premises will be turned over to the Tenant in "as-is" condition.

C. Notices. Any notice or demands to be given hereunder shall be in writing and shall be given by mailing the notice by certified or registered mail, return receipt requested, postage prepaid, and any such notice shall be deemed to have been given when deposited in the mail. If intended for Landlord, the notice shall be mailed to:

To Landlord:
Jack Price
Principal
THE BOERKE COMPANY, INC.
731 N. Jackson Street, Suite 700
Milwaukee, WI 53202

or such other address as Landlord may designate by notice to Tenant; and if intended for Tenant, the notice shall be mailed to:

To Tenant:
City Clerk
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

or such other address as Tenant may designate by notice to Landlord.

D. Commission. The Landlord is responsible for payment of all real estate commissions due to Cushman & Wakefield | Boerke as a result of this transaction.

E. Quiet Enjoyment. So long as Tenant shall perform its obligations under this Lease, it shall be entitled to peaceful and quiet enjoyment of the Premises subject to the applicable terms of this Lease.

F. Signage. The Tenant has the right to install and place signage associated with its Use.

G. Surrender of Premises. Tenant agrees that upon the expiration or prior termination of the Lease, Tenant will vacate and surrender the Premises to Landlord in good order and repair, ordinary wear and tear excepted. Should Tenant remain in possession of the Premises after expiration or termination of this Lease without Landlord's approval, no tenancy or interest in the Premises shall result therefrom.

H. Successors and Assigns. This Lease and all of the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively of the parties hereto provided, however, that no assignment in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

I. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No alteration, amendment, change, or addition to this Lease shall be binding upon the parties unless in writing and signed by them.

J. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin.

K. Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable under applicable law, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

L. Subject to Common Council Approval. This agreement shall not be effective until a resolution approving this lease is approved by the City of Sheboygan Common Council.

IN WITNESS WHEREOF, Tenant and Landlord have hereunto set their hands and seals on the date first written above.

2017 ACQUISITION GROUP, LLC

By: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen, Mayor

Attest: _____
Meredith DeBruin, City Clerk

III

Res. No. _____ - 17 - 18. By Alderperson Holzschuh. April 4, 2018.

A RESOLUTION creating a task group to study the opioid epidemic in our community and to recommend meaningful, evidence-based solutions to this problem.

WHEREAS, the misuse of opioids, heroin, fentanyl and related synthetic analogs, and cocaine (in powder, patch, and crack forms) has resulted in a significant and unmitigated risk to the public health and safety in our community; and

WHEREAS, the Centers for Disease Control and Prevention has characterized prescription opioid use as a public health epidemic in the United States; and

WHEREAS, people who misuse prescription opioids may progress to use heroin and synthetic analogs; and

WHEREAS, "opioid use disorder" is now recognized as a clinically valid chronic disease diagnosis requiring medical and behavioral therapy; and

WHEREAS, the City of Sheboygan recognizes a need for taking a proactive and prevention oriented approach to public health and safety in our community; and

WHEREAS, a City Heroin, Opioid, Fentanyl, and Cocaine Task Group, if created, could develop and recommend meaningful evidence-based solutions to the growing problem of opioid, heroin, fentanyl, and cocaine misuse, additional and overdose.

NOW, THEREFORE, BE IT RESOLVED: That a City Heroin, Opioid, Fentanyl, and Cocaine Task Group is created and shall consist of:

- The Mayor or his designee
- One Common Council member, appointed by the Mayor
- A legal professional involved in the prosecution of drug-related offenses, appointed by the Mayor
- The Police Chief or his designee
- The Fire Chief or his designee
- A medical professional appointed by the Mayor
- Two residents of the City of Sheboygan
- Any other member or members of the public involved in public health that the Mayor finds helpful to have as part of the Task Group. There shall be an odd number of members appointed under this bullet point.

Public Safety

These appointments shall not be subject to the confirmation of the Common Council. In the event of a vacancy, the Mayor shall have the ability to fill the vacancy. The members of the Task Group shall appoint a chair, and determine an appropriate schedule for meetings.

BE IT FURTHER RESOLVED: The City Heroin, Opioid, Fentanyl, and Cocaine Task Group is charged with studying the opioid epidemic in our community—including best practices in other communities and evidence-based scientific research—and recommending meaningful solutions to this problem to the Mayor, with an aim to reducing fatal and nonfatal overdose from misuse of heroin, opioids, synthetic analogs, and cocaine. The Task Group shall report its final findings and recommendations no later than one year from the effective date of this resolution. The Mayor shall review the final findings and recommendations, and make any appropriate recommendations to the Common Council or other relevant stakeholders.

_____

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. _____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the construction of sidewalk on Washington Avenue from S. Business Drive to 960 feet to the west.

RESOLVED: That sidewalk construction on Washington Avenue from S. Business Drive to 960 feet west 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 §66.0709, Stats.

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

BE IT FURTHER RESOLVED: That the Engineering Division 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, if in excess of one hundred dollars ($100.00) may be paid in five (5) annual installments, ten (10) annual installments if the expenses exceed five thousand dollars ($5,000.00) for a single parcel of property, under §66.0715(3), Stats, with interest, rate thereon determined by the Finance Director/Treasurer at the beginning of each calendar year, commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

Public Works

BE IT FURTHER RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of §62.15(3), Stats, for the paving aforementioned according to the plans and specifications prepared by, or on behalf of, the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.

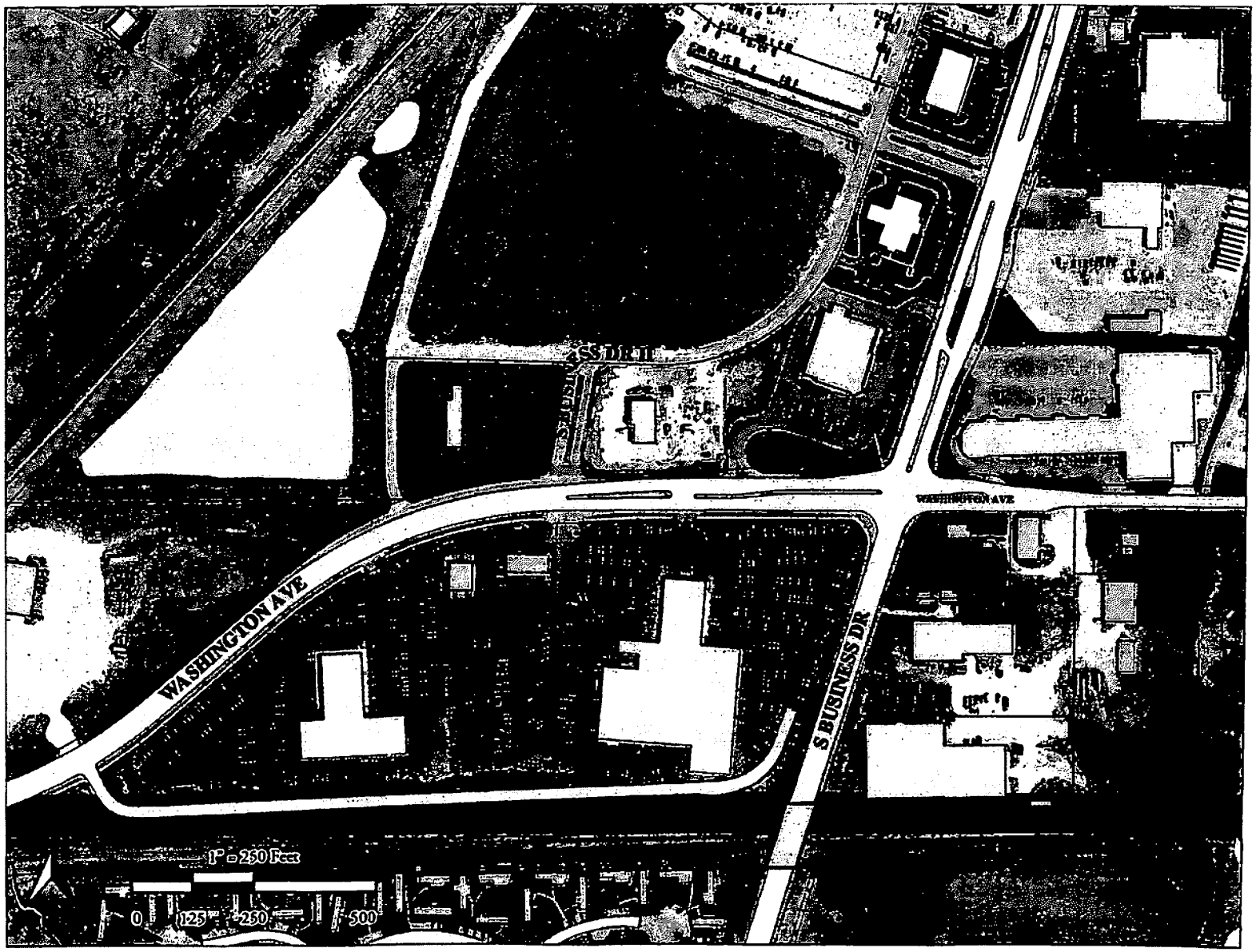
BE IT FURTHER RESOLVED: That when the projects are completed, the City Clerk is authorized and directed to publish the installment assessment notice required by law.

_____

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



City of Sheboygan GIS // 3/28/2018 10:14 AM // rsazama

FacilitiesMap

Ryan Sazama Help

Map

Search Features

Feature Details

Parcel Information Details (1)

Parcel ID	59281431734
Tax Yr	0
Situs Full	3320 S BUSINESS DR
Prop Code	46648
Names Both	MRED ASSOCIATES, WASHINGTON BUSINESS
Name1	MRED ASSOCIATES, WASHINGTON BUSINESS
Name2	
Land Tot	
Imp Tot	
Prop Tot	
Own Full S	PO BOX 1159
Own Street	
Own City	DEERFIELD
Own State	IL
Own Zip	600156002
Schl Dist	5271
Sani1	0
Sani2	0
Legal Acre	2.44
Legal	LOT 3 OF CSM VOL 16 P 220-222 #1561976 - PRT

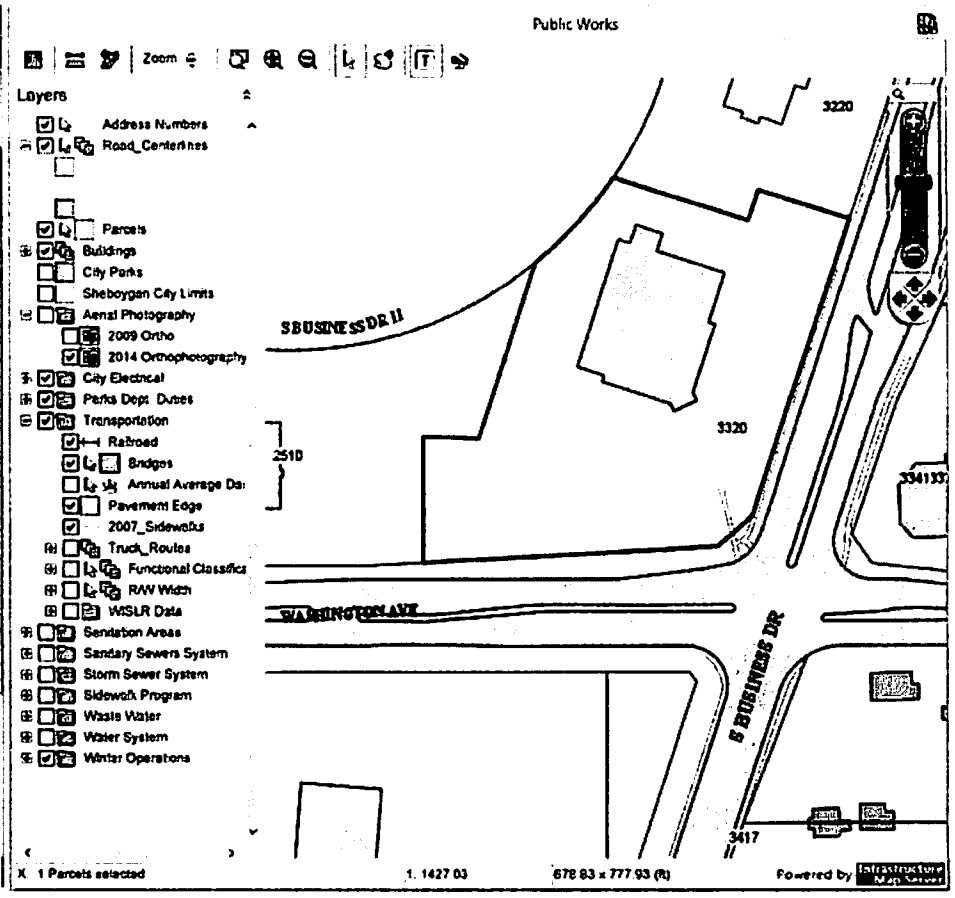
Manage Redlines

Public Works

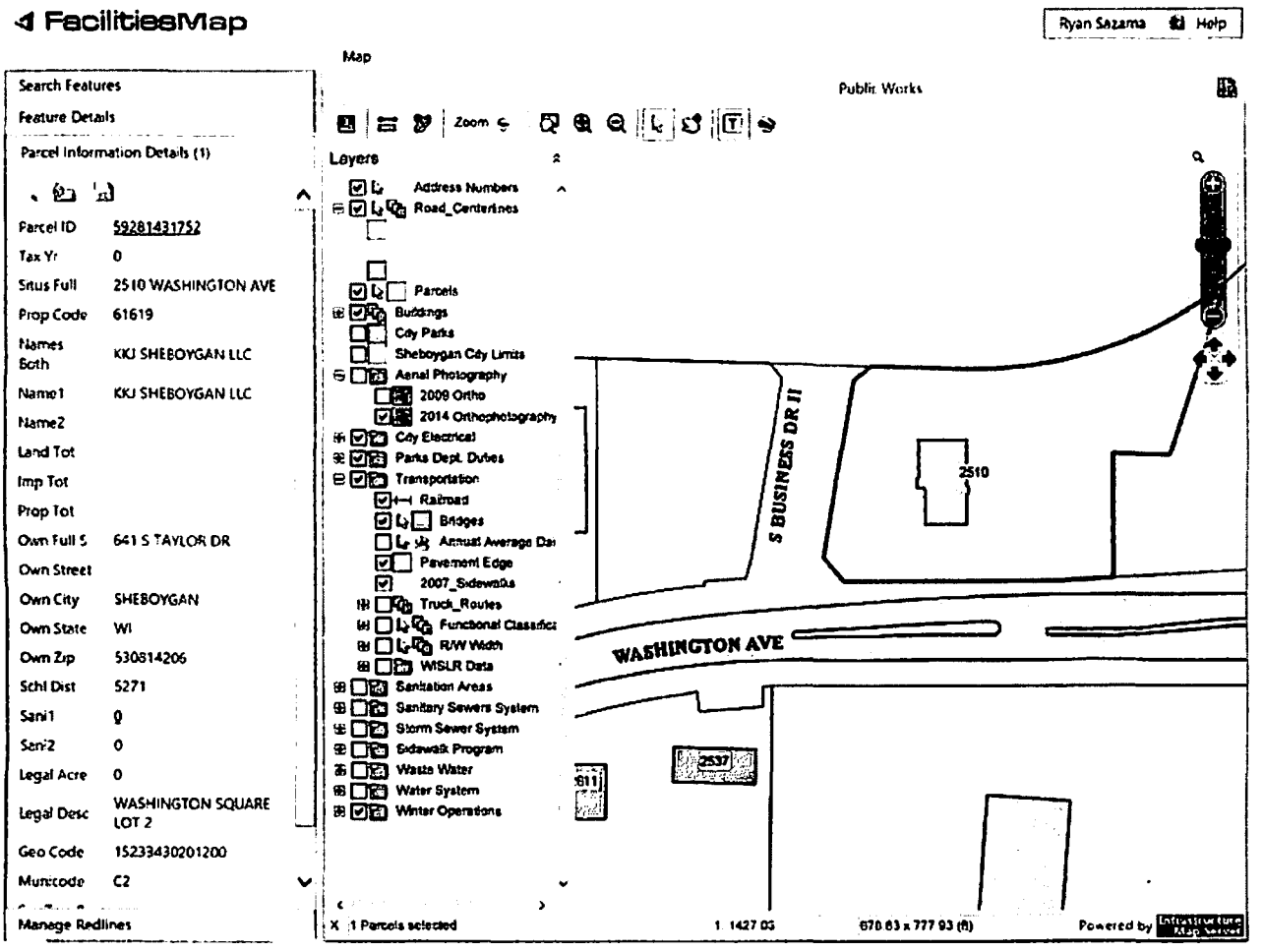
Zoom

Layers

- Address Numbers
- Road_Centerlines
- Parcels
- Buildings
- City Parks
- Sheboygan City Limits
- Aerial Photography
  - 2009 Ortho
  - 2014 Orthophotography
- City Electrical
- Parks Dept Duties
- Transportation
  - Railroad
  - Bridges
  - Annual Average Da
  - Pavement Edge
  - 2007_Sidewalks
- Truck_Routes
- Functional Classifica
- R/W Width
- WISLR Data
- Sanitation Areas
- Sanitary Sewers System
- Storm Sewer System
- Sidewalk Program
- Waste Water
- Water System
- Winter Operations



X 1 Parcels selected 1: 1427.03 678.83 x 777.93 (ft) Powered by


FacilitiesMap
Ryan Sazama
Help
Map
Search Features
Feature Details
Parcel Information Details (1)
Parcel ID 59281431752
Tax Yr 0
Situs Full 2510 WASHINGTON AVE
Prop Code 61619
Names Both KKJ SHEBOYGAN LLC
Name1 KKJ SHEBOYGAN LLC
Name2
Land Tot
Imp Tot
Prop Tot
Own Full S 641 S TAYLOR DR
Own Street
Own City SHEBOYGAN
Own State WI
Own Zip 530814206
Schl Dist 5271
Sani1 0
Sani2 0
Legal Acre 0
Legal Desc WASHINGTON SQUARE LOT 2
Geo Code 15233430201200
Muncode C2
Manage Redlines
Public Works
Zoom
Layers
Address Numbers
Road_Centerlines
Parcels
Buildings
City Parks
Sheboygan City Limits
Aerial Photography
2009 Ortho
2014 Orthophotography
City Electrical
Parks Dept. Duties
Transportation
Railroad
Bridges
Annual Average Da
Pavement Edge
2007_Sidewalks
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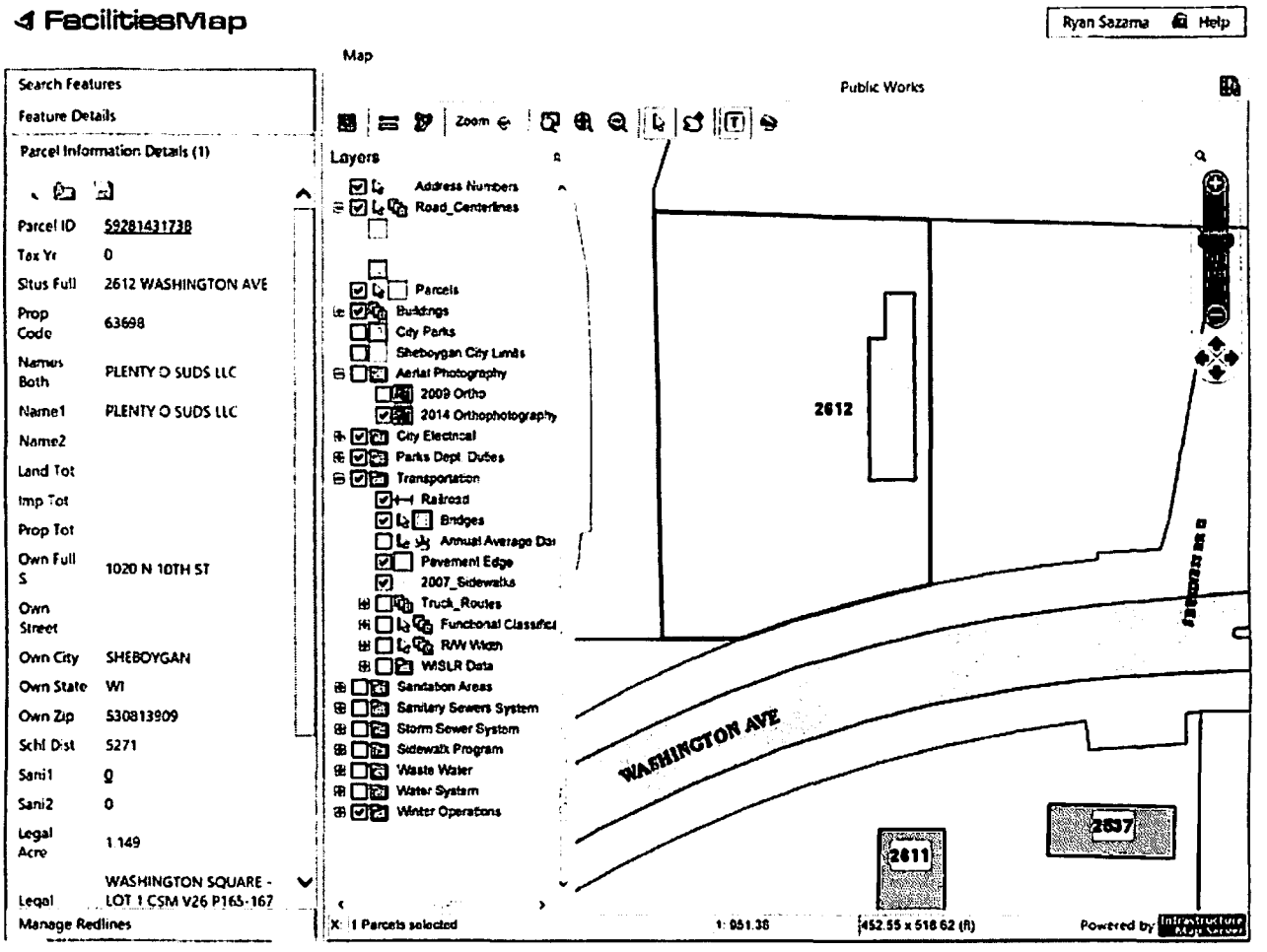
R/W Width
WISLR Data
Sanitation Areas
Sanitary Sewers System
Storm Sewer System
Sidewalk Program
Waste Water
Water System
Winter Operations
S BUSINESS DR II
2510
WASHINGTON AVE
2537
1 Parcels selected
1 1427.03
670.83 x 777.93 (ft)
Powered by


FacilitiesMap
Ryan Sazama
Help
Map
Search Features
Feature Details
Parcel Information Details (1)
Parcel ID 59281431738
Tax Yr 0
Stus Full 2612 WASHINGTON AVE
Prop Code 63698
Names Both PLENTY O SUDS LLC
Name1 PLENTY O SUDS LLC
Name2
Land Tot
Imp Tot
Prop Tot
Own Full S 1020 N 10TH ST
Own Street
Own City SHEBOYGAN
Own State WI
Own Zip 530813909
Schl Dist 5271
Sani1 0
Sani2 0
Legal Acre 1.149
Legal WASHINGTON SQUARE - LOT 1 CSM V26 P165-167
Manage Redlines
Public Works
Zoom
Layers
Address Numbers
Road_Centerlines
Parcels
Buildings
City Parks
Sheboygan City Limits
Aerial Photography
2009 Ortho
2014 Orthophotography
City Electrical
Parks Dept Duties
Transportation
Railroad
Bridges
Annual Average Dai
Pavement Edge
2007_Sidewalks
Truck_Routes
Functional Classifica
R/W Width
WISLR Data
Sanitation Areas
Sanitary Sewers System
Storm Sewer System
Sidewalk Program
Waste Water
Water System
Winter Operations
2612
2611
2637
WASHINGTON AVE
X: 1 Parcels selected
1: 951.38
452.55 x 518.62 (ft)
Powered by

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Klunk Masonry, LLC for the 2018 Sidewalk Program and the Washington Avenue Sidewalk for $142,639.50.

WHEREAS: Two bids were received in response to bid #2417-18. The low bid received from Klunk Masonry, LLC has been determined to meet all of the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Klunk Masonry, LLC for the 2018 Sidewalk Program and the Washington Avenue Sidewalk for $142,639.50.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #40033140-631300 Capital Projects Sidewalk Fund in payment of same.

Public Works

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

2417-18 - 2018 Sidewalk Program and Washington Avenue Sidewalk (#5571848)
Owner: City of Sheboygan, WI
Solicitor: City of Sheboygan, WI
03/13/2018 01:00 PM CDT

					Klunck Masonry LLC		Forward Contractors	
Section Title Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price2	Extension3
2018 Sidewalk Program								
1	2018-1	Remove Concrete Sidewalk and Approaches	SF	9000	$1.00	$9,000.00	$1.50	$13,500.00
2	2018-2	Remove Concrete Aprons	SF	100	$1.60	$160.00	$1.50	$150.00
3	2018-3	Remove Curb & Gutter	LF	150	$7.00	$1,050.00	$20.00	$3,000.00
4	2018-4	Remove Integral Sidewalk/Curb	SF	200	$6.00	$1,200.00	$0.10	$20.00
5	2018-5	Excessive Cut	CY	50	$25.00	$1,250.00	$0.10	$5.00
6	2018-6	Excessive Fill/Gravel	CY	50	$18.00	$900.00	$0.10	$5.00
7	2018-7	Concrete Sidewalk 4-inch	SF	9000	$5.50	$49,500.00	$6.00	$54,000.00
8	2018-8	Concrete Sidewalk 6-inch	SF	500	$5.75	$2,875.00	$6.00	$3,000.00
9	2018-9	Concrete Apron 7-inch	SF	100	$5.95	$595.00	$6.00	$600.00
10	2018-10	Concrete Curb and Gutter 30-inch	LF	150	$23.00	$3,450.00	$40.00	$6,000.00
11	2018-11	Concrete Curb 6-inch	LF	50	$7.00	$350.00	$20.00	$1,000.00
12	2018-12	Integral Sidewalk & Curb	SY	200	$5.50	$1,100.00	$0.10	$20.00
13	2018-13	Concrete Sawing	LF	250	$5.00	$1,250.00	$1.00	$250.00
14	2018-14	Grading For New Sidewalk	SF	500	$2.00	$1,000.00	$0.10	$50.00
15	2018-15	4-inch Topsoil, Seed & Fertilizer	SY	60	$14.00	$840.00	$0.10	$6.00
16	2018-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200	$5.00	$1,000.00	$0.10	$20.00
17	2018-17	Curb Ramp Detectabel Warning Field	EA	10	$100.00	$1,000.00	$300.00	$3,000.00
						$76,520.00		$84,626.00
Washington Avenue								
18	W-1	Traffic Control	LS	1	$1,200.00	$1,200.00	$2,500.00	$2,500.00
19	W-2	Silt Fence	LF	300	$2.00	$600.00	$1.00	$300.00
20	W-3	Inlet Protection	EA	4	$25.00	$100.00	$50.00	$200.00
21	W-4	Grading and 6" Gravel	LS	1	$9,800.00	$9,800.00	$15,000.00	$15,000.00
22	W-5	Removing Concrete Sidewalk	SF	400	$1.50	$600.00	$1.50	$600.00
23	W-6	Removing Curb and Gutter	LF	312	$6.00	$1,872.00	$20.00	$6,240.00
24	W-7	Curb and Gutter, including drilled tie bars	LF	232	$25.00	$5,800.00	$35.00	$8,120.00
25	W-8	Island Nose, including drill tie bars	SF	70	$10.00	$700.00	$10.00	$700.00
26	W-9	Sidewalk Curb	LF	50	$7.00	$350.00	$35.00	$1,750.00
27	W-10	Topsoil (4-inch), Seed, Fertilizer and Erosion Mat	SY	888	$10.50	$9,324.00	$10.00	$8,880.00
28	W-11	Concrete Sidewalk, 5-inch	SF	4400	$5.70	$25,080.00	$6.00	$26,400.00
29	W-12	EBS	SY	12	$36.75	$441.00	$0.10	$1.20
30	W-13	Miscellanious Gravel	SY	12	$25.00	$300.00	$0.10	$1.20
31	W-14	Detectable Warning Fields	SF	60	$50.00	$3,000.00	$50.00	$3,000.00
32	W-15	Clear and Grub Tree	EA	3	$50.00	$150.00	$500.00	$1,500.00
33	W-16	Pavement Marking, Paint, Stop Line, White	LF	36	$6.50	$234.00	$4.00	$144.00
34	W-17	Pavement Marking, Paint, Cross Walk, White	LF	650	$7.50	$4,875.00	$2.00	$1,300.00
35	W-18	Pavement Marking, Paint, 4-inch, Yellow	LF	400	$2.50	$1,000.00	$2.00	$800.00
36	W-19	Pavment Marking, Paint, 12-inch Diagonal, Yellow	LF	146	$4.75	$693.50	$3.00	$438.00
						$66,119.50		$77,874.40
Base Bid Total:						$142,639.50		$162,500.40

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a gas powered brush chipper for the Department of Public Works.

WHEREAS; The Department of Public Works has included a gas powered brush chipper for use by the Forestry Division in its 2018 Capital Improvement budget and;

WHEREAS; The Department has standardized with the Bandit brand of brush chippers and has obtained a quote for a unit having the necessary specifications and features required, and;

WHEREAS; Bandit Industries has a contract with the National Joint Powers Alliance(NJPA) and the pricing includes the contract discount. In addition, access to this contract allows for competitive bidding to be waived.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Bobcat of Janesville, WI for the purchase of (1) Bandit Industries Model 18XP at a total cost $58.676.52

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on 70136100-641100 2018 Motor Vehicle Capital Improvements Fund in the amount of $ 58,676.52

Public Works

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Ruekert Mielke for site inspection, grading testing and lab work of the SouthPointe Enterprise Campus for $878,762.00

WHEREAS, in response to bid #2418-18 it has been determined to meet all the qualifications and specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Ruekert Mielke for the site inspection, grading testing and lab work of the SouthPointe Enterprise Campus in the amount of $878,762.00

WHEREAS, The Common Council previously approved the project plan and the creation of Tax Incremental District #18 which included the construction cost for phase one of SouthPointe Enterprise Campus.

WHEREAS, Common Council will need to establish the appropriate funds, including the issuance of debt financing and budget accounts to draw expenses associated with this contract.

BE IT FURTHER RESOLVED, The appropriate City Officials are hereby authorized to enter into contract upon approval of funding for the SouthPointe Enterprise Campus project and draw orders on future accounts as established by Common Council.

Public Works

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for the amount of $1,250,132.35, ATC Transmission for the amount of $157,000 and Miller Engineers and Scientists for an amount of $4,000 for the Taylor Drive Reconstruction.

WHEREAS, two bids were received in response to bid #2419-18. The low bid received from Vinton Construction Company has been determined to meet all the specifications.

WHEREAS, ATC has provided a quote of $157,000 to relocate utilities within the project area.

WHEREAS, construction material testing services will be provided by Miller Engineers & Scientists in an amount not to exceed $4,000.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Vinton Construction Company for the amount of $1,250,132.35, ATC Transmission for the amount of $157,000 and Miller Engineers and Scientists for an amount of $4,000 for the Taylor Drive Reconstruction

WHEREAS, The Common Council previously approved the project plan and the creation of Tax Incremental District #14 which included the reconstruction of Taylor Drive.

Public Works

WHEREAS, Common Council will need to establish the appropriate funds, including the issuance of debt financing and budget accounts to draw expenses associated with this contract.

BE IT FURTHER RESOLVED, The appropriate City Officials are hereby authorized to enter into a contract upon approval of funding for tax incremental district #14 and to draw orders on future accounts as established by Common Council.

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

VIII

R. C. No. ___ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred Res. No. 161-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with PTS Contractors, Inc. for the SouthPointe Enterprise Campus for $10,528,444.15; recommends that the attached Substitute Resolution be passed.

MLS

_____ _____

_____ _____

_____ _____

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

Subs. Of Res. No. 161 - 17 - 18. By Alderperson Wolf. April 4, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with PTS Contractors, Inc. for the SouthPointe Enterprise Campus for $10,528,444.15.

WHEREAS, five bids were received in response to bid #2418-18. The low bid received from PTS Contractors, Inc. has been determined to meet all the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with PTS Contractors, Inc. for the SouthPointe Enterprise Campus in the amount of $10,528,444.15.

WHEREAS, The Common Council previously approved the project plan and the creation of Tax Incremental District #18 which included the construction cost for phase one of SouthPointe Enterprise Campus.

WHEREAS, Common Council will need to establish the appropriate funds, including the issuance of debt financing and budget accounts to draw expenses associated with this contract.

BE IT FURTHER RESOLVED, The appropriate City Officials are hereby authorized to enter into contract upon approval of funding for the SouthPointe Enterprise Campus project and draw orders on future accounts as established by Common Council.

_____

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

6.6

Res. No. 161 - 17 - 18. By Alderperson Wolf. March 19, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with PTS Contractors, Inc. for the SouthPointe Enterprise Campus for $10,528,444.15.

WHEREAS, five bids were received in response to bid #2418-18. The low bid received from PTS Contractors, Inc. has been determined to meet all the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with PTS Contractors, Inc. for the SouthPointe Enterprise Campus in the amount of $10,528,444.15.

WHEREAS, The Common Council previously approved the project plan and the creation of tax incremental district #18 which included the construction cost for phase one of SouthPointe Enterprise Campus.

WHEREAS, Common Council will need to establish the appropriate funds, including the issuance of debt financing and budget accounts to draw expenses associated with this contract.

BE IT FURTHER RESOLVED, The appropriate City Officials are hereby authorized to draw orders on future accounts as established by Common Council.

Public Works approve substitute Res.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 162-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Quasius Construction, Inc. from Sheboygan, WI for the City Hall Renovation Project for $8,994,199.00; recommends passing the Resolution.

Res

_____ _____

_____ _____

_____ _____

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

DIRECT REFERRAL TO PUBLIC WORKS

Res. No. 162 - 17 - 18. By Alderperson Wolf. March 27, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Quasius Construction, Inc. from Sheboygan, WI for the City Hall Renovation Project for $8,994,199.00.

WHEREAS, three bids were received in response to the City Hall Renovation bid. The low bid received from Quasius Construction, Inc. from Sheboygan, WI has been determined to meet all the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Quasius Construction, Inc. for the City Hall Renovation Project in the amount of $8,994,199.00.

WHEREAS, The Common Council previously approved the project plan in the Capital Improvements Program which included the construction cost and related soft costs for the City Hall Renovation Project.

WHEREAS, Common Council will need to establish the appropriate funds, including the issuance of debt financing and budget accounts to draw expenses associated with this contract.

BE IT FURTHER RESOLVED, The appropriate City Officials are hereby authorized to enter into contract upon approval of funding for the City Hall Project and to draw orders on future accounts as established by Common Council.

Public Works approve.

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

_____, 20 .

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

VIII

R. C. No. ____ - 17 - 18. By PUBLIC WORKS COMMITTEE. April 4, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 163-17-18 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the removal and disposal of all asbestos containing materials from City Hall and the City Hall garage in preparation for the City Hall Renovation Project; recommends that the attached Substitute Resolution be passed.

res

_____ _____

_____ _____

_____ _____

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

Direct Referral to Public Works

Subs. of Res. No. 163 - 17 - 18. By Alderperson Wolf. April 4, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the removal and disposal of all asbestos containing materials from City Hall and the City Hall garage in preparation for the City Hall Renovation Project.

WHEREAS; The City has issued a request and received bids for the complete renovation of City Hall including removal of the garage from the property. Excluded from the bids was the abatement and disposal of all asbestos containing materials from the structures prior to the start of renovation, and;

WHEREAS; The Purchasing Agent issued a Request for Bids for the asbestos related work and has received a bid from a licensed and qualified contractor to provide the services in advance of the start of renovation.

WHEREAS; Common Council will need to establish the appropriate funds including the issuance of debt financing and budget accounts to draw expenses associated with this contract.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Mavo Systems WI LLC of Wausau WI in the amount of $59,600.00 for the abatement of the asbestos containing materials from the buildings to be performed prior to the start of restoration.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract upon approval of funding for the City Hall Project and draw orders on future accounts as established by the Common Council.

_____

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

Direct Referral to Public Works

Res. No. 163 - 17 - 18. By Alderperson Wolf. March 27, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the removal and disposal of all asbestos containing materials from City Hall and the City Hall garage in preparation for the City Hall Renovation Project.

WHEREAS; The City has issued a request and received bids for the complete renovation of City Hall including removal of the garage from the property. Excluded from the bids was the abatement and disposal of all asbestos containing materials from the structures prior to the start of renovation, and;

WHEREAS; The Purchasing Agent issued a Request for Bids for the asbestos related work and has received a bid from a licensed and qualified contractor to provide the services in advance of the start of renovation.

WHEREAS; Common Council will need to establish the appropriate funds including the issuance of debt financing and budget accounts to draw expenses associated with this contract.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Mavo Systems WI LLC of Wausau WI in the amount of $59,600.00 for the abatement of the asbestos containing materials from the buildings to be performed prior to the start of restoration.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw orders on future accounts as established by the Common Council.

Public Works.
approve substitute Res

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A Resolution by Ald. Wolf authorizing contracting for the removal of Asbestos containing materials from City Hall and the City Hall Garage.

REPORT PREPARED BY: Bernard Rammer. Purchasing Agent

REPORT DATE: March 22 , 2018 **MEETING DATE:** March 27, 2018

FISCAL SUMMARY:

Budget Line Item:	to be determined
Budget Summary:	to be determined
Budgeted Expenditure:	to be determined
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

The City has elected to contract separately for the abatement of asbestos containing materials in advance of the project which will completely renovate City Hall and require the demolition of the City Hall Garage. A request for bids was issued to which the city received six bids:

Mavo Systems Inc.	Wausau WI	$ 59,600.00
Environet Inc,	Oshkosh WI	$ 60,645.00
Badger Environmental Inc	Fond du lac WI	$ 84,995.00
Balestrieri Environmental	Elkhorn, WI	$ 93,210.00
KPH Contracting Inc.	Milwaukee, WI	$158,715.81
Insulation Removal Inc.	Milwaukee, WI	$249,987.00

STAFF COMMENTS:

Following a review of the bids it has been determined that the lowest responsive bid is the bid submitted by Mavo Systems Inc.

ACTION REQUESTED:

Motion to recommend the Common Council approve the Resolution by Ald. Wolf authorizing entering into contract with Mavo Systems Inc. of Wausau WI for the complete removal and disposal of all asbestos containing materials from City Hall and the City Hall garage to prepare for the renovation project in the amount of $ 59,600.00

ATTACHMENTS:

I. Resolution ____17/18

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 411-16-17 by Finance and R. O. No. 13-16-17 by City Clerk submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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. 411 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 13-16-17 by City Clerk submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows; recommends referring to Finance of the new council.

Triage of new Council
2018 - Finance + Personnel new Council

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

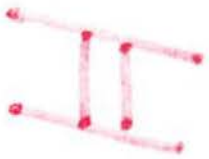
4.8

R. O. No. 13 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows.

Finance

City Clerk



APR 28 '16 PM 2:55

Claim # 28.15

NOTICE OF INJURY & CIRCUMSTANCES OF CLAIM
WIS. STAT. § 893.80(1d)(a)

TO: CITY OF SHEBOYGAN
C/o City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

SHEBOYGAN AREA SCHOOL DISTRICT
C/o DAVID GALLIANETTI, Board President
830 Virginia Avenue
Sheboygan, WI 53081

RANDIE BARROWS
3517 North 6th Street
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on January 14, 2016, at about 9:00 am, Carlos Medina-Fonseca, a minor living with his father at 517 North 15th Street, Sheboygan, WI 53081, was involved in a motor vehicle collision on North 14th Street near the intersection with Pennsylvania Avenue in Sheboygan, WI, all of which is described more fully in detail below.

PLEASE TAKE FURTHER NOTICE that as a proximate result of said incident, Carlos Medina-Fonseca sustained personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

Liability for the injuries is claimed as follows:

The City of Sheboygan, Sheboygan Area School District, on account of its liability for the acts of its agents and/or

employees, and particularly Randie Barrows, who was acting within the scope of his employment at the time of said accident.

At said time and place, Randie Barrows was driving a motor vehicle owned by Sheboygan Area School District. Randie Barrows was eastbound attempting to exit an alley to cross North 14th Street when he collided with the motor vehicle being driven by April Lloyd. As result of this collision, Carlos Medina-Fonseca was injured, causing him to sustain personal injuries, which necessitated medical care and attention.

The said collision was caused by the negligence of the Sheboygan Area School District and the City of Sheboygan, on account of its employee, Randie Barrows, for negligently operating said motor vehicle at and immediately prior to the time of said accident.

Said employee, Randie Barrows, failed to maintain control of the motor vehicle, failed to yield at an intersection, failed to keep a proper lookout, failed to stop to avoid a collision, and drove inattentively at and immediately prior to the time of said collision.

As a proximate result of the above-described negligence, Carlos Medina-Fonseca sustained personal injuries to his lower and mid back, and head, causing him to incur medical bills and expenses, as well as future expenses, and pain and suffering.

DATED at Milwaukee, Wisconsin this 18 day of April, 2016.

BY: _____

JOHN F. MCNALLY
SBW#: 01013701
Attorney for Claimant

P.O. ADDRESS:
633 West Wisconsin Avenue
Suite 2000
Milwaukee, WI 53203
414 271-5300

All responsive pleadings, answers, or denial of claim regarding the above captioned action should be served upon the law firm of Hausmann-McNally, S.C. on behalf of the claimant, Carlos Medina-Fonseca, at 633 West Wisconsin Avenue, Suite 2000, Milwaukee, WI 53203. (414) 271-5300.

Duly served this 20 day of April 2016
at 1:35 AM. PM UPON M.D.
as personal or substituted service
at City Clerks Sheb.
(Street address or location) (City, Town, Village)
Sheboygan County, Wisconsin
by Kniff Title Deputy
Sheboygan County Sheriff's Department

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 413-16-17 by Finance and R. O. No. 161-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018. 2019

_____ _____

_____ _____

_____ _____

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

5.4

R. C. No. 413 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 161-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig; recommends referring to Finance of the new council.

Finance of new Council
2018 Finance + Personnel of new council

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

3.2

R. O. No. 161- 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig.

Finance

City Clerk

Claim # 16-16

NOV 14 '16 PM 2:52

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF KURT KLESSIG

Process Server Patrick Fish
Time 2:15 A.M. - P.M. Date 11/14/16
Served Upon Mike Vandersteen 828 Center Avenue, Suite 301, Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Kurt Klessig, residing at 1731 S. 13th Street in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns into the tavern knowing that the man they had seen behind the bar and

the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe physical and mental injury to Kurt Klessig, causing him to incur severe pain, suffering, disfigurement and disability in the past and which he reasonably believes he will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Kurt Klessig which he reasonably believes he will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Kurt Klessig, contrary to 42 U.S.C. ¶1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

1. Pain, suffering, disfigurement and disability, loss of earning capacity: $2,500,000.00
2. Actual attorney's fees: $ 800,000.00

WHEREFORE, claimant Kurt Klessig requests fair compensation for the above-described injuries in the amount of $3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.

ROBERT L. ELLIOTT

ADDRESS:
Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this
10th day of ~~August~~ November, 2016

Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

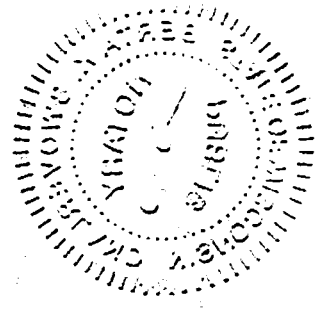
STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

KURT KLESSIG, being duly sworn on oath deposes and says: That he is an adult resident of the State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.

KURT KLESSIG

Subscribed and sworn to before me
this 31st day of August, 2016

Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016



SEP 0 7 2016

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 414-16-17 by Finance and R. O. No. 162-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018 2019

_____ _____

_____ _____

_____ _____

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

5.5

R. C. No. 414 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 162-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann; recommends referring to Finance of the new council.

Finance of new Council
2018 Finance Personnel
of new Council

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

3.3

R. O. No. 162- 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann.

City Clerk

Finance

Claim #1716

NOV 14 '16 PM 2:52

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF MARY HEITZMANN

Process Server Pabst
Time 2:15 A.M. P.M. Date 11/14/16
Served Upon Mike Vandersteen
828 Center Avenue Suite 101 Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Mary Heitzmann, residing at 2206 Sunflower Avenue in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns

into the tavern knowing that the man they had seen behind the bar and the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe mental injury to Mary Heitzmann, causing her to incur severe mental suffering and disability in the past and which she reasonably believes she will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Mary Heitzmann which she reasonably believes she will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Mary

Heitzmann, contrary to 42 U.S.C. ¶1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

1. Pain, suffering, disfigurement and disability, loss of earning capacity: $2,500,000.00
2. Actual attorney's fees: $ 800,000.00

WHEREFORE, claimant Mary Heitzmann requests fair compensation for the above-described injuries in the amount of $3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.

ROBERT L. ELLIOTT

ADDRESS:
Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this
10 day of ~~August~~ November, 2016

Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

MARY HEITZMANN, being duly sworn on oath deposes and says: That she is an adult resident of the State of Wisconsin; that she has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.

Mary Heitzmann
MARY HEITZMANN

Subscribed and sworn to before me
this 31 day of August, 2016

Karla K Sorenson

Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 416-16-17 by Finance and R. O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____
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

5.7

R. C. No. 416- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 199-16-17 by City Clerk submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company; recommends referring to Finance of the new council.

Finance of new Council
2018 Finance + Personnel of new Council

_____ _____

_____ _____

_____ _____

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

3.3

R. O. No. 199 - 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a Complaint and four (4) Summons in the matter of Kurt R. Klessig and Mary A. Heitzmann v Anthony Hamilton, Brandon Kehoe, City of Sheboygan, City of Sheboygan Police Department and Wilson Mutual Insurance Company.

Finance

City Clerk

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KURT R. KLESSIG
1731 S. 13th Street
Sheboygan, WI 53081

MARY A. HEITZMANN
2206 Sunflower Ave
Sheboygan, WI 53081

PLAINTIFFS,

v.

ANTHONY HAMILTON
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

BRANDON KEHOE
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
Chief Christopher Domagalski
828 Center Avenue
Sheboygan, WI 53081

WILSON MUTUAL INSURANCE COMPANY
C/O Registered Agent:
Christopher R. Bandt
1425 Memorial Drive
Manitowoc, WI 54220,

XYZ INSURANCE COMPANY

DEFENDANTS.

COMPLAINT

JURISDICTION

1. PLAINTIFFS bring this action pursuant to 42 USC §1983, and as a State law negligence cause of action, as more particularly described herein. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331.

2. Upon information and belief, each Defendant has at all times material hereto been a citizen and resident of the Eastern District of Wisconsin. The Defendants' conduct described below all took place in the Eastern District of Wisconsin. Venue in this action is appropriately in the U. S. District Court for the Eastern District of Wisconsin pursuant to U.S.C. §1391(b) (1) and (2).

PLAINTIFFS PLEAD

3. PLAINTIFF KURT KLESSIG is an adult individual residing at 1731 South 13th Street Sheboygan, WI 53081.

4. MARY HEITZMANN is an adult individual residing at 2206 Sunflower Avenue, Sheboygan, WI 53081.

5. Upon information and belief, ANTHONY HAMILTON is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

6. Upon information and belief, BRANDON KEHOE is an is an adult individual and at all times material hereto was an employee of the City of Sheboygan and the City of Sheboygan Police Department, and a resident of the City of Sheboygan, WI.

7. Upon information and belief, the CITY OF SHEBOYGAN is a municipal body organized under and subject to the laws of the State of Wisconsin with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

8. Upon information and belief, at all times material hereto, the CITY OF SHEBOYGAN POLICE DEPARTMENT is a Department of the City of Sheboygan with its principal place of business located at 828 Center Street, Sheboygan, WI 53081.

9. Upon information and belief, at all times material hereto, WILSON MUTUAL INSURANCE COMPANY (Wilson) is a domestic insurance company doing business at 3330 Stahl Rd in Sheboygan, WI 53081.

10. Upon information and belief, Wilson may have paid worker's compensation benefits to the Plaintiff Kurt Klessig for the injuries caused to him by the Defendants and by reason of such payment Wilson may have a subrogated claim against the Defendants.

11. Upon information and belief, at all times material hereto, the City of Sheboygan and the City of Sheboygan Police Department are charged by the State of Wisconsin, Federal Law and the constitutions of the United States and of the State of Wisconsin with providing security and protection to the citizens and frequenters of the City of Sheboygan and to protect each citizen's constitutional right to life, liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

12. Upon information and belief, the XYZ INSURANCE COMPANY, (XYZ), is a foreign liability insurance company with its principal place of business located outside of Wisconsin and engaged in substantial, not isolated business in the State of Wisconsin. Prior to July 17, 2016 XYZ issued its policy of liability insurance providing liability insurance to the Defendants for their conduct as alleged herein. Such policy was in full force and effect at all times material hereto. By reason of such policy and the laws of the State of Wisconsin XYZ is a proper party Defendant hereto.

13. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because substantial Wisconsin and U. S. Constitution questions are involved.

14. Upon information and belief, Plaintiffs are not required to exhaust any administrative remedies as to their claims against the Defendants because any such administrative remedy is inadequate to avoid irreparable harm to the Plaintiffs.

15. Upon information and belief, each of the Plaintiffs have a constitutional right to life liberty and the pursuit of happiness under the Due Process clause of the 14th Amendment of the United States Constitution.

16. Upon information and belief, on or about July 17, 2016 the Plaintiffs were present as innocent bystanders inside the Union Ave Tap, 1401 Union Avenue, Sheboygan, WI at which time an armed, masked robber entered the Union Ave Tap.

17. Upon information and belief, Plaintiff Kurt Klessig dialed 911 and contacted law enforcement authorities in the City of Sheboygan to advise that an armed robbery was in progress at the Union Ave Tap.

18. Upon information and belief, the law enforcement authorities of the City of Sheboygan radioed and advised two of its police officers, Officer Anthony Hamilton and Officer Brandon Kehoe, that an armed robbery was in progress at the Union Ave Tap.

19. Upon information and belief, at all times material hereto, Officers Hamilton and Kehoe were employees of the City of Sheboygan Police Department and were operating under color of law.

20. Upon information and belief, Officers Hamilton and Kehoe drove to the Union Ave Tap and approached the building knowing that an armed robbery was in progress inside the Union Ave Tap.

21. Upon information and belief, as they approached the Union Ave Tap Officers Hamilton and Kehoe were familiar with the interior layout of the Union Ave Tap including the entries and exits on the north side and southeast corner of the premises.

22. Upon information and belief, Officers Hamilton and Kehoe looked into the interior of the Union Ave Tap through a window and saw four individual innocent bystanders inside the bar and where they were located - one individual innocent bystanders seated at the video game machines on along the south wall, the Plaintiffs, located on either side of the bar at the south end of the bar, and one customer at the north end of the bar in a seated position.

23. Upon information and belief, Officers Hamilton and Kehoe observed the 4 innocent bystanders all looking towards the southeast exit from the Union Tap.

24. Upon information and belief, Officers Hamilton and Kehoe knew or should have known that the armed robber was approaching the southeast exit from the Union Tap.

25. Upon information and belief, Officers Hamilton and Kehoe could not see the armed masked robber and assumed that the armed masked robber was near the doorway at the southeast corner of the Union Ave Tap where the innocent bystander inside the Union Ave Tap were looking.

26. Upon information and belief, Officers Hamilton and Kehoe knew from the radio transmissions they received from the City of Sheboygan Police law enforcement authorities and from their observations through the window into the Union Ave Tap that immediate intervention in the armed robbery in progress in the Union Ave Tap was not required.

27. Upon information and belief, Officers Hamilton and Kehoe knew that they could have called for backup and waited, or taken cover and waited, until the armed masked robber exited the Union Ave Tap.

28. Upon information and belief, at no time did Officers Hamilton or Kehoe call for backup before proceeding.

29. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from calling for backup.

30. Upon information and belief, at no time did Officers Hamilton or Kehoe take cover and waited until the armed masked robber exited the premises through the southeast door.

31. Upon information and belief, nothing prevented Officers Hamilton and Kehoe from taking a covered, secured position and waiting to confront the armed masked robber until the armed masked robber had completely exited the Union Ave Tap.

32. Upon information and belief, Officers Hamilton and Kehoe positioned themselves in front of the southeast exit door, expecting the armed robber to exit through that door.

33. Upon information and belief, as Officers Hamilton and Kehoe were so positioned, the armed masked robber opened the southeast door from the inside and began to exit.

34. Upon information and belief, Officers Hamilton and Kehoe then stepped in front of the door, confronted the robber and placed themselves in a direct line of fire at the armed masked robber and towards the innocent bystander Plaintiffs located inside the Union Ave Tap.

35. Upon information and belief, in so positioning themselves, Officers Hamilton and Kehoe knew or should have known that if they were compelled to fire towards the armed masked robber exiting the building through the southeast door, they would be firing directly towards the

innocent bystanders Kurt Klessig and Mary Heitzmann inside the Union Ave Tap.

36. Upon information and belief, Officers Hamilton and Kehoe then discharged their guns towards the robber and towards the innocent bystander Plaintiffs, Kurt Klessig and Mary Heitzmann.

37. Upon information and belief, in so positioning themselves, knowing that their line of fire towards the exiting armed masked robber required them to shoot towards innocent bystanders, the Plaintiffs, Officers Hamilton and Kehoe created an officer-created jeopardy by putting themselves in a position where they had no other option in confronting the armed masked robber other than to shoot towards innocent bystanders, the Plaintiffs Kurt Klessig and Mary Heitzmann.

38. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of the City of Sheboygan Police Department's rules and regulations.

39. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was in violation of every industry standard concerning police officers' discharging weapons under the circumstances described.

40. Upon information and belief, such conduct on the part of Officers Hamilton and Kehoe was negligence.

41. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe in not calling for or waiting for backup, and not waiting for the armed masked robber left the premises and cleared the southeast doorway, and/or positioning themselves immediately outside the southeast exit doorway from Union Ave Tap would require that if they had to confront and shoot at the armed masked robber exiting that door, they would have to shoot directly towards innocent bystanders.

42. Upon information and belief, every reasonable police officer would understand that such conduct described in paragraphs 17-41 above would violate the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they are entitled to under the Due Process clause of the 14th Amendment of the United States Constitution.

43. Upon information and belief, every reasonable police officer would understand that the conduct of Officers Hamilton and Kehoe described in paragraphs 17-41 above violate clearly-established, non-discretionary law, policies and procedures applicable to them as police officers in the City of Sheboygan.

44. Upon information and belief, the conduct of Officers Hamilton and Kehoe in not calling or waiting for backup, and not waiting until the armed masked robber left the premises and cleared the southeast exit doorway of the Union Ave Tap, and in positioning themselves immediately outside the southeast exit door from the Union Ave Tap such if they had to confront and shoot at the robber exiting the door, they would have to shoot directly towards innocent bystanders, the Plaintiffs, demonstrated reckless and callous indifference to the constitutional rights of Kurt Klessig and Mary Heitzmann to life, liberty and the pursuit of happiness they were entitled to under the due process clause of the 14th Amendment of the US Constitution which shocks the conscience.

45. Upon information and belief, the City of Sheboygan and the City of Sheboygan Police Department failed to provide training to Officers Hamilton and Kehoe which instructed them that under the circumstances described in ¶¶ 17-41 infra. they should call and wait for backup, should wait until the armed masked robber had come out of the Union Ave Tap and cleared the doorway of the southeast exit door of the Union Ave Tap before confronting the robber, and they should not position themselves such that

if they confronted the armed masked robber exiting the Union Ave Tap through the southeast exit doorway and were compelled to shoot at that robber, they would be also be shooting at the innocent bystander Plaintiffs inside the Union Ave Tap.

46. Upon information and belief, such failure by the City of Sheboygan and the City of Sheboygan Police Department to train Officers Hamilton and Kehoe amounts to a deliberate indifference to the rights of innocent bystanders, including Plaintiffs Kurt Klessig and Mary Heitzmann, to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

47. Upon information and belief, such conduct described above on the part of each of the Defendants was at all times material hereto done under the color of law and violated the constitutional rights of Kurt Klessig and of Mary Heitzmann to life, liberty and the pursuit of happiness guaranteed to them by the due process clause of the 14th Amendment of the US Constitution.

48. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot Plaintiff Kurt Klessig, causing him to incur severe, permanent physical and mental injury to Kurt Klessig, causing him to incur expenses in the past and which he reasonably believes he will continue to incur in the future on a permanent basis to treat such injuries, causing him to incur a permanent disability and disfigurement, causing him to incur a loss of earning capacity in the past and which he reasonably believes he will incur in the future on a permanent basis, causing him to incur severe permanent disfigurement, causing him to incur the loss of the ability to enjoy life, in an amount in excess of $75,000.00.

49. Upon information and belief, such conduct on the part of each of the Defendants described above caused Officers Hamilton and Kehoe to shoot towards Plaintiff Mary Heitzmann which caused her to fear for her life and to witness the bloody aftermath of their shooting of Plaintiff Kurt Klessig, which caused Plaintiff Mary Heitzmann severe permanent mental injury, causing her to incur expenses for the treatment of such mental injury in the past and which she reasonably believes she will incur on a permanent basis, causing her to incur a loss of income, and causing her to incur the loss of the ability to enjoy life, in an amount in excess of $75,000.00.

FIRST CAUSE OF ACTION - NEGLIGENCE

50. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

51. Upon information and belief, such conduct on the part of each of the Defendants was negligence which caused compensatory damages to each of the Plaintiffs, entitling each of the Plaintiffs to judgment for such compensatory damages against each of the Defendants, jointly and severely, together with attorney's fees and taxable costs and disbursements.

SECOND CAUSE OF ACTION - 42 U.S.C. §1983

52. The allegations, statements and denials set forth in the Paragraphs above are restated and incorporated by referenced herein as more fully set forth.

53. Upon information and belief, such conduct on the part of each Defendant was done under color of law and has diminished each Plaintiff's constitutionally-protected right to life, liberty and the pursuit of happiness guaranteed to them by the Due Process clause of the 14th Amendment of the Constitution of the United States, entitling each Plaintiff to

judgment against each Defendant, jointly and severely, for the Plaintiffs' compensatory damages, actual attorney's fees and costs.

WHEREFORE, Plaintiffs demand Judgment:

A. Under the FIRST CAUSE OF ACTION against each Defendant, jointly and severally, on behalf of each Plaintiff for such Plaintiffs' compensatory damages, together with attorney's fees and taxable costs and disbursements;

B. Under the SECOND CAUSE OF ACTION in favor of each Plaintiff against each Defendant, jointly and severally, for each Plaintiff's compensatory damages and actual attorney's fees and costs.

DEMAND IS MADE FOR A TRIAL IN THIS MATTER BY A 12 PERSON JURY.

Dated this 6th day of January, 2017.

ROBERT L. ELLIOTT
Attorney for Plaintiffs

/s/ ROBERT L. ELLIOTT
SBN: 1013862

P.O. ADDRESS:
735 North Water St., #1212
Milwaukee, WI 53202
414-225-9000
rle@attorneyelliott.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann *Plaintiff(s)* v. Anthony Hamilton, et al. *Defendant(s)*	)	Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH P. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/ Tony Byal
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any):* Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place):*

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann	)	
Plaintiff(s)	)	
v.	)	Civil Action No. 17-CV-31
Anthony Hamilton, et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Anthony Hamilton
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH W. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

s/Toni By

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* ; or

☐ I returned the summons unexecuted because ; or

☐ Other *(specify)*: _____

My fees are $ for travel and $ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann

Plaintiff(s)

v.

Civil Action No. 17-CV-31

Anthony Hamilton, et al.

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Brandon Kehoe
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JON W. SANFILIPPO, CLERK OF COURT

Date: 01/10/2017

Tony Byall

Signature of Clerk or Deputy Clerk

Civil Action No. 17-CV-31

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)*

☐ I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Wisconsin

Kurt Klessig and Mary Heitzmann	)	
Plaintiff(s)	)	
v.	)	Civil Action No.
Anthony Hamilton, et al.	)	
Defendant(s)	)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Attorney Robert L. Elliott
735 N. Water Street, Suite 1212
Milwaukee, WI 53202-4105

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

JOSEPH W. SKUPNIEWITZ, CLERK OF COURT

Date: 01/10/2017 s/Tony Byal
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(l))

This summons and the attached complaint for *(name of individual and title, if any)*:
Kurt Klessig, et al.

were received by me on *(date)* .

☐ I personally served the summons and the attached complaint on the individual at *(place)*:

. on *(date)* ; or

☐ I left the summons and the attached complaint at the individual's residence or usual place of abode with *(name)*

, a person of suitable age and discretion who resides there,

on *(date)* , and mailed a copy to the individual's last known address; or

☐ I served the summons and the attached complaint on *(name of individual)*

who is designated by law to accept service of process on behalf of *(name of organization)*

on *(date)* ; or

☐ I returned the summons unexecuted because ; or

☐ Other *(specify)*:

My fees are $ for travel and $ for services, for a total of $ 0.00

I declare under penalty of perjury that this information is true.

Date:

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 46-17-18 by City Clerk submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel 2018-2019

_____ _____

_____ _____

_____ _____

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

4.6

R. O. No. 46 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from J. Richard Law Offices, LLC for alleged injuries sustained by their client, Darlene Jesion, in a trip and fall incident on or about March 21, 2017 on the front steps of the Sheboygan County Courthouse.

Finance + Personnel

Finance + Personnel & new council

City Clerk

Claim 06-17

MAY 23 '17 PM12:26

May 16, 2017

Sheboygan County Clerk (VIA PERSONAL SERVICE)
Attn: Jon Dolson
Administration Building – Room 129
508 New York Avenue
Sheboygan, WI 53081

AGENT FOR STATE PROCESS SERVICE, INC.
Time of Service 1220 am pm
Date of Service Served upon: 5/23/17
at
[ ] Personal Service [ ] Substitute personal service
[ ] Corporate Service [ ] Posting

City of Sheboygan Clerk (VIA PERSONAL SERVICE)
Attn: Sue Richards
828 Center Avenue
Suite 100
Sheboygan, WI 53081

NOTICE OF INJURY

Please take notice that Ms. Darlene Jesion, of 212 North Main Street, Apartment 303, Cedar Grove, Wisconsin 53013, by her attorney, Jason S. Richard of J.Richard Law Offices, LLC, presents this Notice of Injury to recover for personal injuries sustained in a trip and fall incident on or about March 21, 2017.

On or about March 21, 2017, at approximately 4:30 p.m., Ms. Jesion was walking up the front steps at the Sheboygan County Courthouse, located at 615 North 6th Street, Sheboygan, Wisconsin 53081, when she tripped and fell on a portion of concrete step that was crumbled and broken. Ms. Jesion sustained injuries as a result of this incident and is still under medical care. The amount of her claim is currently unknown.

Dated at Milwaukee, Wisconsin this 16th day of May, 2017.

J.RICHARD LAW OFFICES, LLC
Attorney for Darlene Jesion

By: _____
Jason S. Richard
SBN: 1032068

POST OFFICE ADDRESS:
133 East Garfield Avenue
Milwaukee, Wisconsin 53212
Phone: (414) 232-1792
Fax: (414) 755-7660
Email: jason@jrichardlaw.com

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 47-17-18 by City Clerk submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018 2019

_____ _____

_____ _____

_____ _____

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

4.7

R. O. No. 47 - 17 - 18. By CITY CLERK. June 5, 2017.

Submitting a claim from Wisconsin Public Service Corporation for alleged damages they sustained when a City of Sheboygan employee did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole.

Finance
Personnel
Finance + Personnel
& new council

City Clerk

MAY 15 '17 PM 1:28

Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

CLAIM 04-17

NOTICE OF CLAIM FOR DAMAGES

TO: **City of Sheboygan**
Attn: City Clerk
2026 New Jersey Ave
Sheboygan, WI 53081-4714

PLEASE TAKE NOTICE, that pursuant to Sec. 893.80, Wis. Stats, Wisconsin Public Service Corporation, 700 North Adams Street, Green Bay, Wisconsin by Mary Ritenour, Claims Analyst, hereby gives notice that on or about June 7, 2016, the claimant suffered damage and associated loss of gas service in the area of S 17th Street and Alabama Avenue in the City of Sheboygan, Wisconsin.

PLEASE TAKE FURTHER NOTICE that at the aforementioned time and place, the claimant sustained damage to 2" PE gas main.

PLEASE TAKE FURTHER NOTICE, that all times material City of Sheboygan through its officials, employees, agents or representatives, including but not limited to City of Sheboygan Department of Public Works did strike and damage unexposed gas main during excavation with power equipment.

PLEASE TAKE FURTHER NOTICE that the damages suffered by Wisconsin Public Service Corporation were directly and proximately caused by the actions of City of Sheboygan in that its employee, in the normal course of employment, did strike and damage 2" PE gas main while excavating to install new lateral from catch basin to manhole.

Wisconsin Public Service Corporation
Claims - A145
P.O. Box 1132
Milwaukee, WI 53201-1132
Phone 800-558-3303 x3437
Fax 262-523-7889
Email damageclaims@wecenergygroup.com

PLEASE TAKE FURTHER NOTICE, that by reason of the aforesaid actions of City of Sheboygan, Wisconsin Public Service Corporation sustained damages for which it makes claim upon City of Sheboygan in the sum yet to be determined and such other relief as provided by law.

PLEASE TAKE FURTHER NOTICE, that Mary Ritenour is the representative of the claimant in this matter, and any request for further information should be addressed to said individual at PO Box 1132, Milwaukee, Wisconsin, 53201-1132.

Dated at Milwaukee, Wisconsin, this 12th day of May, 2017.

WE ENERGIES

By Mary Ritenour
Mary Ritenour, Claims Analyst

P.O. ADDRESS:
We Energies
Claims, Room A145
PO Box 1132
Milwaukee WI 53201-1132
Telephone: 414-221-3788

Claim Number CL-201739733

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 174-17-18 by City Clerk submitting a Summons and Complaint in the matter of the Town of Wilson v City of Sheboygan, Sheboygan County Case No. 2017CV490; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

3.2

R. O. No. 174 - 17 - 18. By CITY CLERK. October 2, 2017.

Submitting a Summons and Complaint in the matter of the Town of Wilson v City of Sheboygan, Sheboygan County Case No. 2017CV490.

City Clerk

Finance + Personnel
Finance + Personnel
of new Council

S·B·R LAW GROUP
Sorrentino Burkert Risch LLC

SEP 21 '17 PM 3:48

September 21, 2017

VIA HAND DELIVERY

City Clerk Susan Richards
City of Sheboygan
828 Center Ave, Suite 100
Sheboygan, WI 53081

Re: Town of Wilson v. City of Sheboygan
Sheboygan County Case No. 2017CV490

Dear Ms. Richards:

Enclosed please find the following, which are being formally served via process per the request of City Attorney Adams:

- Authenticated Summons and Complaint
- Electronic Filing Notice
- Appendix to Complaint (Exhibits A – I)
- Motion for Temporary Injunction
- Exhibit A to Motion
- Brief in Support of Motion for Temporary Injunction
- Exhibit 1 to Brief

Very Truly Yours,

SORRENTINO BURKERT RISCH LLC

Michael D. Huitink
mhuitink@sbrlaw.us

FILED
09-18-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON
5935 S. Business Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, to the above-named Defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, Clerk of Circuit Court, 615 North 6th Street, Sheboygan, Wisconsin, 53081 and to Michael D. Huitink, Plaintiff's attorney, whose address is Sorrentino Burkert Risch LLC, 675 North Barker Road, Suite 300, Brookfield, Wisconsin 53045. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you and for the award of money or other legal action requested in the complaint,

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

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: _____

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

FILED
09-18-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON
5935 S. Business Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. _____
Case Code: 30301

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

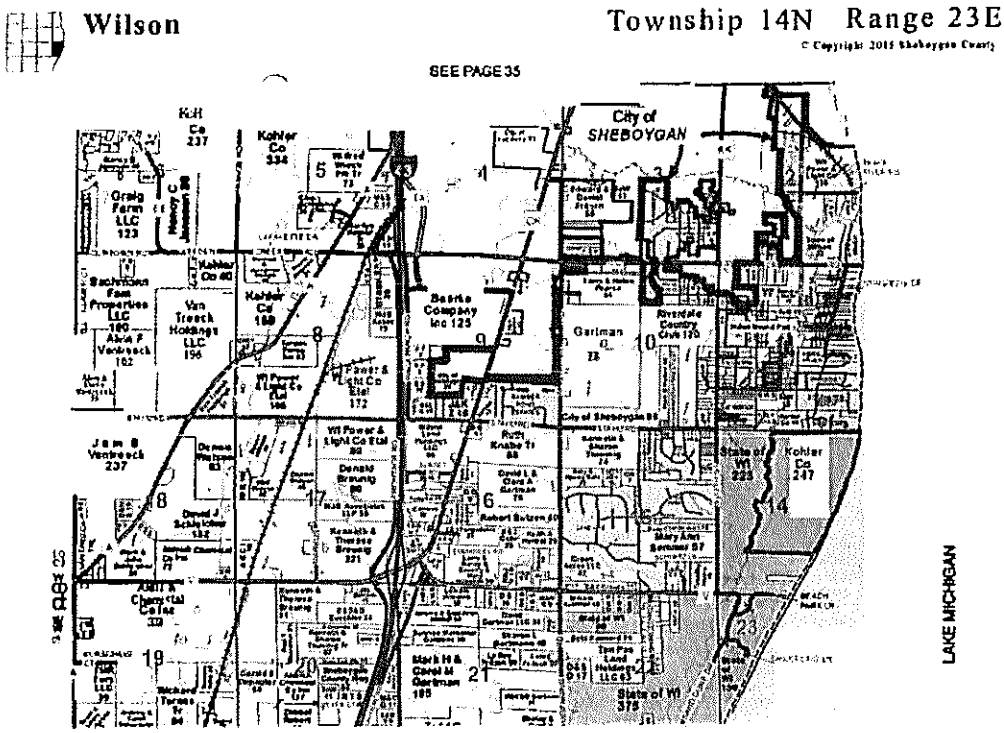
VERIFIED COMPLAINT

The Town of Wilson (the "Town"), through its counsel, states for its Complaint against the City of Sheboygan ("Sheboygan") as follows:

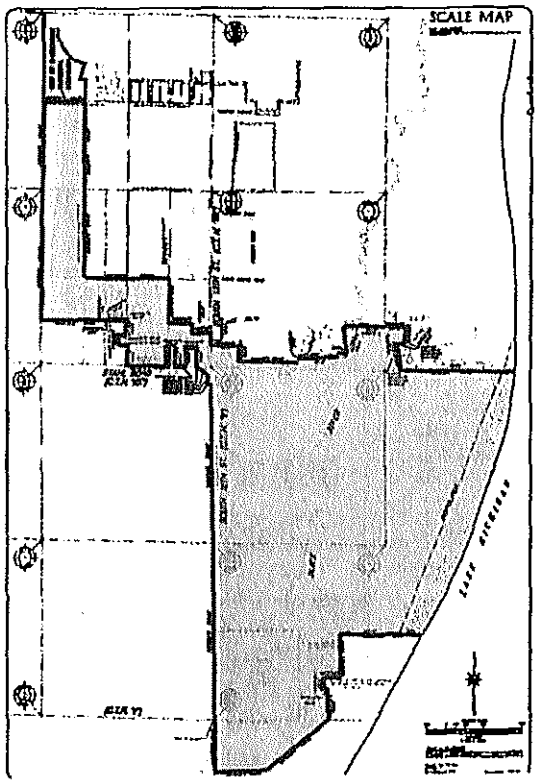
INTRODUCTION

1. Sheboygan has improperly annexed land from the Town. Sheboygan, at the behest of and in cooperation with Kohler Co. ("Kohler"), has reached more than a mile beyond its border to annex approximately 250 acres of land in the Town, on which Kohler wants to develop a golf course. This annexation was sprung on the Town without notice, and while it was waiting for Kohler to complete its pending Conditional Use Permit ("CUP") application with the Town for this development – something that Kohler initiated in 2014, but has yet to complete. And, immediately upon annexation, Sheboygan rezoned the land to High Density Single Family Residential ("SR-5") which allows up to five residences per acre in the midst of the Town, in spite of that being in violation of both the Town and city land use.

2. Kohler's land – the site of the proposed golf course and the target of the annexation – cannot be annexed on its own, as it falls squarely within the Town is not contiguous to Sheboygan:

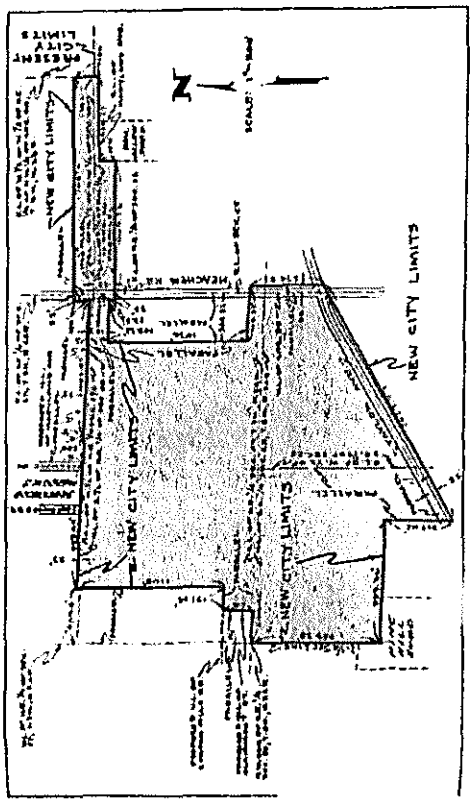


3. Sheboygan improperly reached to this land via an irregularly-shaped annexation – commonly referred to as a "balloon-on-a-string" or "gerrymandered" annexation – in which targeted land is "connected" to a city through a gerrymandered, narrow "string" of land that is contrived solely to create a small border with a city:

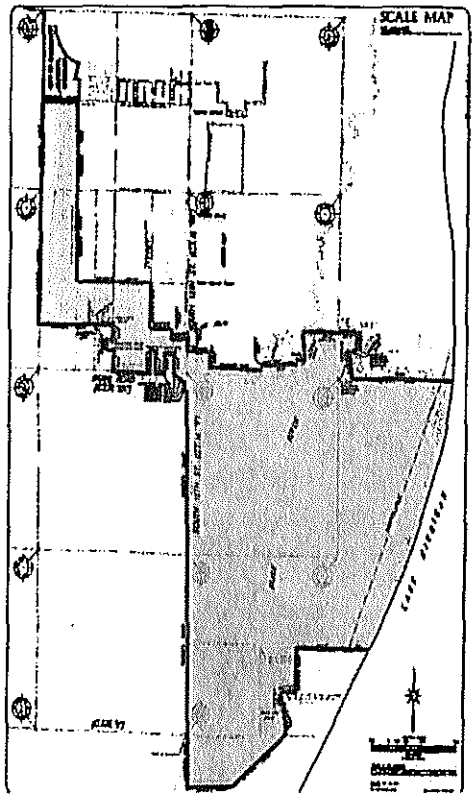


4. This annexation is improper. This type of annexation must involve land contiguous to a city, and the Wisconsin Supreme Court long ago rejected as improper a virtually identical annexation configuration in its seminal *Mt. Pleasant* decision:

Mt. Pleasant



This Case



The annexed property is largely rural, includes the most natural land in the area, is not homogenous with Sheboygan's urban landscape, can be more than capably serviced by the Town, and was never the subject of an annexation request by Kohler until it, apparently, wished to avoid the Town and County's government, rules, and decision making by having Sheboygan take the land.

5. The Town and its residents have been circumvented, and now have no vote or representation in the Sheboygan government that is making decisions for this land in their midst. To protect its autonomy, its residents and its future, the Town now seeks a declaration from this Court that Sheboygan's annexation is improper and void, as well as temporary and permanent

injunctive relief to preserve the *status quo* and prevent irreparable harm from this improper annexation.

PARTIES TO THE ACTION

6. The Town of Wilson (the "Town") is a town located within Sheboygan County.

7. The City of Sheboygan ("Sheboygan") is a city located within Sheboygan County.

BACKGROUND FACTS

The Land at Issue

8. The Kohler family, now Kohler, owns approximately 250 acres of undeveloped, natural land in the Town along the shore of Lake Michigan and adjacent to the Kohler-Andrae state park. Since approximately 1927, the land has been preserved as a forest and wildlife refuge, with various portions of the land given, at times, to the state for that purpose. Included in the Appendix as **Exhibit A** is a true and correct illustration of this Kohler-owned land.

9. The land is located completely within the Town of Wilson, and is more than a mile from Sheboygan.

10. The Town, like other Wisconsin municipalities, has a comprehensive development plan, which it began in 1997. In its comprehensive plan, the Town designates the Kohler land as "Park and Open" space, which was re-affirmed by Kohler in 2009.

11. The Town also has ordinances protecting its environment and the more rural, natural state of much of its land. This includes, without limitation, Town ordinances include a mature set of land use and zoning ordinances appropriate to the subject and surrounding lands which differ from ordinances in Sheboygan and other urban areas.

Kohler Proposes a Golf Course for the Town's Consideration

12. In or about 2011, Kohler proposed to the Town a project knows as the "Tented Forest Project," whereby Kohler's approximate 250 acres of land along Lake Michigan would be

developed into an upscale, but very low intensity camping site as a "permitted" (undeniable) use in this parcel (Town) zoned as P-1 (Parks and open space).

13. In March, 2014, while Kohler's Tented Forest proposal was pending, Kohler informed the Town it no longer wished to move forward with the Tented Forest Project, and that it and had a new proposal for the land – a golf course.

14. On March 24, 2014, the Town received from Kohler an initial, incomplete application for a CUP application to develop the Kohler Land into a golf course.

15. On April 7, 2014, Kohler introduced the golf course proposal to the public at a Town Plan Commission meeting.

16. On July 16, 2014, the Town held a public meeting to obtain public comment on Kohler's proposal.

17. On that same date, the Town and Kohler agreed to an indefinite extension for Kohler to complete the environmental and other studies required to proceed with the CUP.

18. This included the Town deferring to the Wisconsin Department of Natural Resources ("DNR") and the United States Army Corp. of Engineers ("ACOE") to evaluate Kohler's proposals, utilizing the DNR's expertise, objectivity and resources.

19. Over the course of the next two years, the Town waited for Kohler to complete its work and obtain necessary DNR, ACOE, and other permissions and permits.

20. During this time, and in consultation with Kohler, the Town retained consultants from three independent and reputable engineering firms to evaluate Kohler's CUP, when completed; to provide input to the Town as to compliance with the Town's environmental and other ordinances, and to provide guidance on the impact of Kohler's proposals on the Town and its residents; and to provide input from the Town to the DNR, the ACOE, and other governmental

bodies as they evaluated the project.

21. The Town consulted and worked with Kohler throughout this process. For example, when Kohler objected to one of the Town's proposed consulting firms as "biased" against Kohler, the Town consented to the objection and hired a different consulting firm recommended by Kohler.

22. In 2016, the Town and Kohler began negotiating an agreement for the Town to be reimbursed for expenses incurred in the evaluation process.

23. During this time (2014 through 2016, and into 2017) Kohler did not express any concerns about the Town's financial stability or its ability to deliver services to the golf course. Kohler's own proposals included, for example, using well water within the Town for the proposed course. Included in the Appendix as **Exhibit B** is a true and correct Kohler document relating to the golf course development, which states "potable water and irrigation water will be from onsite wells."

24. The Town's water supply has been sufficient for even heavy industry, the Town has had sanitary sewer services available to the land since 1988 (which lies in Town Sanitary District #1), and another golf course – Riverdale Country Club – has operated successfully in the Town for over 80 years.

25. As of June 24, 2016, Kohler had still not completed its CUP application.

26. On June 24, 2016, the Town sent Kohler correspondence clarifying that the CUP was still incomplete, and identifying areas that still needed to be completed.

27. Kohler's work to obtain the necessary federal and state approvals and complete its work continued into 2017.

28. On February 27, 2017, Kohler's attorney informed the Town Board Chairman, John

Ehmann, that Kohler was ready to complete its application to the DNR as soon as March or April, 2017.

29. As of April, 2017, the Town was waiting for this promised completion, including with consultants paid and ready to evaluate Kohler's proposal.,

30. To date, to the best of the Town's knowledge, Kohler has not yet completed supply of information required by the DNR.

Kohler Seeks Annexation from Sheboygan

31. On April 28, 2017, to the complete shock of the Town Board, which was waiting for the completed CUP, Kohler published an annexation petition, requesting that Sheboygan non-unanimously annex land within the Town.

32. This petition included the Kohler land that was more than a mile from Sheboygan's border.

33. At no time prior to this announcement had Kohler given the Town any notice or warning that it was going to petition for a non-unanimous annexation.

34. And, as of April 28, 2017, Kohler's had not expressed a need or desire for annexation or municipal service.

35. A non-unanimous annexation, if granted, forces certain Town property owners to be subject to an annexation to Sheboygan and, as such, has certain requirements and safeguards including:

a. A requirement that the annexed land be contiguous with Sheboygan, the annexing city;

b. Be signed by at least as many electors as 50% of the votes case in the last gubernatorial election from the land sought to be annexed; and

c. Contain signatures from either one-half of the land within the territory, or one-half of the assessed value within the territory.

36. Kohler's land on which the golf course was proposed is not contiguous with Sheboygan and, therefore, cannot be annexed by Sheboygan on its own.

37. While Kohler was purportedly working with the Town and completing its CUP, Kohler was clandestinely designing a plan for this type of annexation by Sheboygan.

38. Beginning in 2016, Kohler concocted a more-than-mile-long "string" of land to connect its land to Sheboygan, which was carefully constructed to appear to meet the minimum requirements for an annexation.

39. Utilizing Kohler employees or agents, Kohler clandestinely purchased two properties in the Town of Sheboygan -- 5721 Sherwood Dr. (purchased January 17, 2017) and 131 Zientek Lane (purchased April 7, 2017) – both of which lay between Kohler's Town land and Sheboygan.

40. Kohler then rented the properties to its employees or agents.

41. Kohler used the properties to create a "string" of land to connect its proposed golf course to Sheboygan:

a. Kohler designed a pathway – or "string" of land – that included 5721 Sherwood Dr. and 131 Zientek Lane, but which excluded adjacent identical land in a manner to ensure that those properties were sufficient, when combined with its golf course land, to satisfy the minimum elector and assessed-value requirements of the statute.

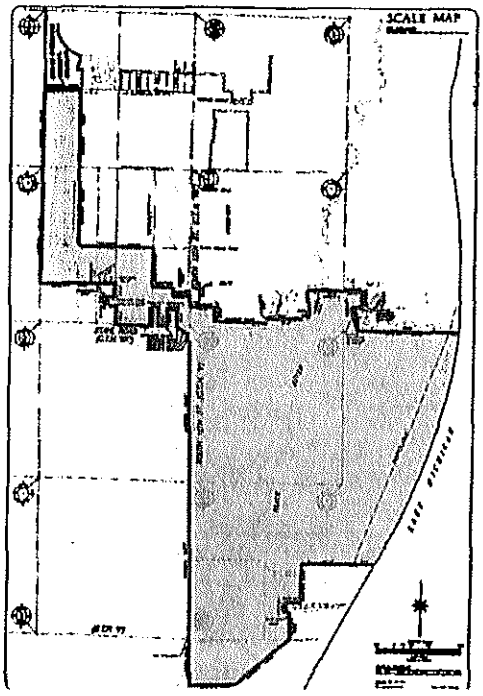
b. Kohler included state park land in the annexation petition, which represented a substantial portion of land but added "zero" assessed-value to

be counted under the statute and has no electoral representation.

c. Kohler shaped the "string" to avoid other properties with owners that opposed annexation, or other impediments to the annexation requirement.

d. Kohler constructed the "string" to end on a property with a small border with Sheboygan, allowing it to claim the annexation was "contiguous" Sheboygan.

42. This resulted in a "balloon-on-a-string" and gerrymandered shape for the proposed annexation, which contained a small border with Sheboygan at the end its "string":



43. Kohler constructed this "string" solely to connect its land to Sheboygan for the purpose of annexation.

44. Dirk Willis, group director of golf for Kohler Co.'s Hospitality and Real Estate Group, issued a written statement, reported by the Milwaukee Business Times: "By state law it must be a connection. It could be 10 feet (wide) or a half mile, it just has to be a connection."

Included in the Appendix as **Exhibit C** is a true and correct copy of a Business Times article quoting Mr. Willis.

45. The "string" is as narrow as 190 feet in several locations.

46. The "string" is 5,448 long, and extends more than a mile past Sheboygan's border before reaching any property for which an owner signed the annexation petition.

47. The "string" divides individual parcels between the Town and Sheboygan, sometimes three ways (Town/Sheboygan/Town).

48. The "string" cuts the town in two, creating a Town island which cuts off the northeast portion of the Town, including the fire department, from the rest of the Town.

49. The string does not provide a straight-line connection to Sheboygan, but irrationally changes directions in ways solely in effect to nominally qualify as a petition:

a. The "string" starts by appropriating two holes of the Riverdale Country Club, whose owners oppose the annexation and did not sign the petition;

b. The "string" then proceeds to capture some vacant wetland, and moves further to take portions of additional golf holes from the existing Riverdale Country Club, before hopscotching east over or around several properties;

c. Finally, the "string" engulfs approximately 230 acres of Kohler-Andrae State Park, before it at last reaches its ultimate goal – the Kohler property on the shore of Lake Michigan. This land has no electors or assessed value representation and was included to make the string appear less contrived and less narrow. It provides the City a connection to land to the West of the Town for which the city has previously announced annexation plans.

50. The "string" includes properties owned by Town residents who do not want to be

annexed into Sheboygan, but who are forced to do so by the petition. This includes, without limitation, a more than 80-year-old man who has lived in the Town for decades, and who does not want to be annexed.

51. The string further annexes partial privately owned parcels such that parts of individual parcels are located in the Town and other parts are located in the City.

52. Town residents who border this proposed annexation have no vote or representation in the Sheboygan government.

Sheboygan Agrees to Annex the Land in Exchange for Money from Kohler

53. As of April, 2017, Sheboygan had not included any of the land in Kohler's annexation proposal as a target for annexation or development in its master comprehensive plan.

54. On April 24, 2017 Sheboygan held a closed session meeting to discuss what was described as a "south-side business presentation."

55. The referenced business presentation was, in fact, Kohler's proposal for annexation.

56. The Town was not given notice of the annexation discussion, and was continuing its work on Kohler's pending CUP.

57. In fact, the Town was continuing work on Kohler's pending CUP which Kohler never indicated they were not intending to complete. Only two days after this meeting (April 26, 2017), the Town's consultant completed its review of Kohler's wetland permit application to the DNR and submitted public input to both the DNR and ACOE on behalf of the Town.

58. On information and belief, Kohler's attorney assisted Sheboygan employees in preparing a Power Point presentation to support the annexation. The presentation included statements that Kohler was to identify the golf course as being "in Sheboygan," and that Kohler

would pay to extend Sheboygan's water lines into the Town via the annexation "string" – each statement was thereafter deleted.

59. Kohler then announced its annexation proposal on April 28.

60. Sheboygan employees assisted Kohler in explaining its justifications for the annexation to the Sheboygan government and/or the Department of Administration ("DOA"), which had to evaluate the petition.

61. In addition, members of the Sheboygan Common Council have financial ties to Kohler through employment of themselves or relatives. Nonetheless, Sheboygan has taken the position that this is not a "conflict of interest".

62. For example, on May 19, 2017, Sheboygan's Steve Sokolowski assisted Kohler with how to write the justifications for the annexation, warning Kohler to "Be Aware, this information will be available for all to see" and warning there would be opposition to the annexation from Town residents who did not want to be annexed.

63. This was done while Sheboygan claimed it did actively seek or advocate for annexations, but simply evaluated them when they were proposed.

64. Kohler and Sheboygan also negotiated a pre-annexation agreement, whereby:

a. Sheboygan would annex the entire "balloon-on-a-string" configuration, taking control away from the Town;

b. Kohler would pay to extend Sheboygan's water lines into the Town along the annexation's "string," purportedly because the golf course needed Sheboygan's water, which in fact the city's stated modification is to subsequently extend municipal water even further into the town for future aggressive annexation opportunities; and

c. Kohler would pay a sum (currently, $200,000) to reimburse Sheboygan for legal costs to defend any challenge to the annexation.

65. The annexation sets up Sheboygan for future annexations into the Town by extending its water system beyond its border and into the to-be-annexed property at Kohler's expense, and by creating a large, Sheboygan-controlled border with the Town to the west of the golf course, which is "contiguous" to Sheboygan to support future annexations.

Sheboygan and Kohler Lobby the DOA to Recommend the Annexation

66. As required by the annexation process, the annexation petition was submitted to the DOA for evaluation and non-binding recommendation as to whether the annexation was proper and in the public interest.

67. The Wisconsin Supreme Court and the DOA have, for years, rejected "balloon-on-a-string" annexations, annexations that are not homogenous to the bordering area of the annexing city, and annexations that were not consistent with a city's development strategy.

68. For example, in 2012, the DOA rejected a proposed annexation by the City of Stevens Point, as the annexation split the town, "created a functional town island," was "not compact or rational in shape," was not "homogenous with the boundaries of the existing City," and created city-town borders which were "haphazard, confusing, inefficient to serve, and very difficult to correct." Included in the Appendix as **Exhibit D** is a true and correct copy of the DOA's ruling on Petition File No. 13631 regarding this annexation.

69. The DOA's rejections of these types of annexations effectuate, in part, the law and policy set forth by the Wisconsin Supreme Court in *Town of Mt. Pleasant v. City of Racine*, 24 Wis.2d 41, 127 N.W.2d 757 (1964):

> Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire

> to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Id. at 46.

70. The Town opposed this annexation with the DOA, including as an improperly configured "balloon-on-a-string" annexation that irrationally splits the town for a contrived, *de minimus* border with Sheboygan; as based on a false claim of "need" for City services; and, as taking large portions of undeveloped, natural land that is not homogenous with the south-side of Sheboygan to which the land was purportedly to be annexed. Included in the Appendix as **Exhibits E, F and G** are true and correct copies of the Town's submissions to the DOA, with exhibits thereto.

71. Kohler and/or Sheboygan successfully lobbied the DOA to depart from precedent and recommend the annexation.

72. On May 22, 2017, for example, Kohler met with the DOA and other State officials regarding its annexation petition. The Town was excluded from the meeting.

73. Freedom of Information Act requests also revealed communications between Kohler and the current gubernatorial administration to "expedite" DNR permits.

74. The DOA suspended its review and gave Kohler two extensions to file supporting papers for its annexation with no advance notice to the Town, and beyond the statutorily-imposed deadline.

75. On June 8, 2017, the Town received an e-mail from DOA issuing a non-binding recommendation in favor the annexation, and stating as follows:

a. Land uses within the "balloon-on-a-string" configuration, much of which is

natural, undeveloped land, "***are urban in nature and much more consistent with the developed City lands***" than with the Town;

b. "The land use proposed by the petitioners is also ***urban in nature***";

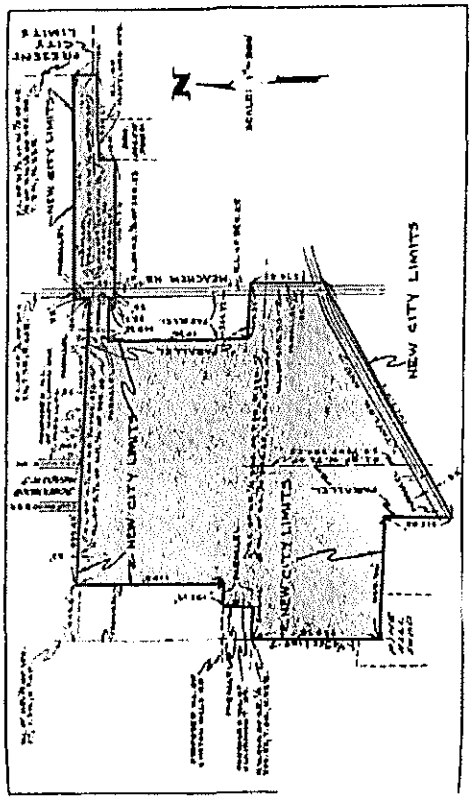
c. This configuration was not sufficiently shaped like or similar to the "balloon-on-a-string" configuration that was rejected in the Supreme Court's *Mt. Pleasant* case, so it could be recommended.

See **Exhibit D** (emphasis added).

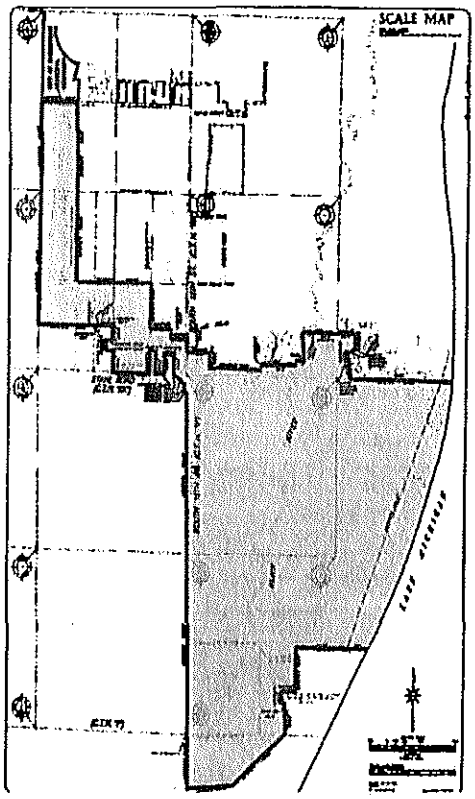
76. The largely natural, undeveloped land in the Town and along the proposed "balloon-on-a-string" configuration – including state park land, forest area, and wetland – is not urban in nature or consistent with "developed City lands."

77. Nor is the irregular "balloon-on-a-string" configuration in this case different in any material way from the annexation in *Mt. Pleasant*:

Mt. Pleasant



This Case



Sheboygan Annexes the "Balloon-on-a-String" and Rezones the Land for Kohler's Golf Course

78. On August 7, 2017, the Sheboygan City Council passed Ordinance 6-17-18 (the "Annexation Ordinance"), annexing the land. **Exhibit H**.

79. The Annexation Ordinance included the above depiction of the annexation, which included the referenced notation of the border with Sheboygan:

80. The Annexation Ordinance passed by a single vote over the required 2/3 majority (11 votes for and 5 votes against).

81. Although the Town and the DNR had spent years on Kohler's still incomplete CUP application and development proposals, Sheboygan's Common Council passed the Annexation

Ordinance only weeks after it was submitted by Kohler.

82. The approved petition for annexation did not specify via the last federal census, by any subsequent population estimate certified as acceptable by the department, or by an actual count certified as acceptable by the department.

83. At that same meeting, by the same vote (11 votes for and 5 votes against), the Sheboygan City Council rezoned the land to allow Kohler to high density (5 homes per acre) SR-5 even though not a single home is proposed to be built.

84. And, at that same meeting, the Sheboygan City Council approved the pre-annexation agreement with Kohler.

85. This pre-annexation agreement includes, without limitation, Kohler's payment to extend Sheboygan's water system into the annexed land, Kohler's payment of up to $200,000 in attorneys' fees, and prospective granting of rights to Kohler to develop its golf course, without Sheboygan City Council's further evaluation of Kohler's proposals.

86. Town residents have no vote or representation in Sheboygan government which, under the Annexation Ordinance, now controls the annexed land.

87. Town residents have been annexed into Sheboygan against their will.

88. Sheboygan is now moving forward to effectuate the annexation and expedite Kohler's development.

89. On September 11, 2017, the Town of Wilson Board and Town of Wilson Planning Committee held a public meeting to gather Town residents' input regarding Sheboygan's annexation.

90. Based, in part, on that meeting, and in order to protect the interest and rights of the Town and its residents, the Town Board passed a September 11, 2017 resolution regarding

Sheboygan's annexation, and a separate resolution authorizing legal action to protect those rights and interests. Included in the Appendix as **Exhibits I and J** are true and correct copies of those resolutions.

FIRST CAUSE OF ACTION:
(DECLARATORY JUDGMENT)

91. The Town re-alleges the allegations contained in paragraphs 1 through 89 of this Complaint.

92. Sheboygan's annexation, effectuated by the Annexation Ordinance, is improper under Wisconsin law, including without limitation Chapter 66, Wis. Stats.

93. The annexation does not satisfy the "rule of reason," as required by existing law.

94. The annexation does not strictly comply with the conditions precedent of Wisconsin's annexation statutes.

95. The annexation is, in sum, arbitrary, capricious, non-contiguous, an abuse of discretion, and otherwise procedurally and substantively non-compliant with Sheboygan's annexation authority under Chapter 66, Wis. Stats, and existing Wisconsin caselaw.

96. There exists an actual controversy between the Town and Sheboygan regarding the annexation, a controversy which will be settled by a declaration of the legality of the annexation by this Court.

97. The Town has brought this action within the required 90-day period under Chapter 66, Wis. Stats.

98. Thus, the Town is entitled to a declaration that Sheboygan's annexation is null and void, and is of no further legal effect.

COUNT II:
INJUNCTIVE RELIEF

99. The Town re-alleges the allegations contained in paragraphs 1 through 97 of this Complaint.

100. Sheboygan's annexation is illegal and improper.

101. The annexation has dismembered land from the Town or County and constitutes an irreparable injury to the Town for which there is not adequate legal remedy.

102. Sheboygan is moving forward with effectuating the annexation and allowing Kohler, without the Town's approval, to develop the annexed land (or a substantial portion of it) under terms and conditions that have not received the Town's approval. These activities threaten immediate and irreparable harm to the Town.

103. A temporary and permanent injunction is necessary to preserve the last, peaceable *status quo* and protect the Town from irreparable harm, a harm for which monetary damages are inadequate.

104. Thus, the Town is entitled to a temporary and permanent injunction prohibiting the Town from taking actions and further effectuating its improper annexation.

WHEREFORE, the Town requests judgment:

(1) Declaring Sheboygan's Annexation Ordinance invalid and void, as well as the annexation, rezoning, and other ordinances passes pursuant thereto;

(2) For a temporary and permanent injunction enjoining Sheboygan, and anyone acting in concert with it, from effectuating the Annexation Ordinance or taking action thereunder;

(3) For its costs, including its reasonable attorneys' fees, incurred in this matter; and

(4) For all further relief to which it is legally or equitably entitled, or to which this Court deems just and proper.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: _____

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

VERIFICATION

I attest, under penalty of perjury, that the facts alleged above are, to my knowledge and belief, and after reasonable investigation, true and correct.

John Ehmann
Town of Wilson, Board Chairperson

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY

Town of Wilson vs. City of Sheboygan

Electronic Filing Notice

Case No. 2017CV000490
Class Code: Money Judgment

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490
Honorable Rebecca L. Persick
Branch 4

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000490 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 786fce

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

09-19-2017
Date

UNREDACTED

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

APPENDIX TO VERIFIED COMPLAINT

Illustration of Kohler-Owned Land in the Town of Wilson..... **Exhibit A**

Kohler Document Relating to the Golf Course Development..... **Exhibit B**

Business Times Article Quoting Mr. Dirk Willis..... **Exhibit C**

Department of Administration Ruling on Petition File No. 13631..... **Exhibit D**

Town of Wilson's First Submittal for DOA Petition File No. 14018..... **Exhibit E**

Town of Wilson's Second Submittal for DOA Petition File No. 14018..... **Exhibit F**

Town of Wilson's Third Submittal for DOA Petition File No. 14018..... **Exhibit G**

Sheboygan General Ordinance No. 6-17-18..... **Exhibit H**

Wilson Town Council Resolution Authorizing Litigation ..... **Exhibit I**

Wilson Town Council Resolution Regarding the Annexation of Territory From the Town of Wilson, Sheboygan County, Wisconsin..... **Exhibit J**

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

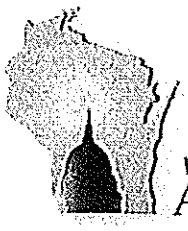
By: _____

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490



WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

October 16, 2012

PETITION FILE NO. 13631

JOHN MOE, CLERK
CITY OF STEVENS POINT
1515 STRONGS AVE
STEVENS POINT, WI 54481

JANET R WOLLE, CLERK
TOWN OF HULL
4550 WOJCIK MEMORIAL DR
STEVENS POINT, WI 54481

MARIE HELMINIAK
TOWN OF STOCKTON
7252 6TH STREET
CUSTER, WI 54423

JOAN SCHEIDER
TOWN OF PLOVER
5081 HOOVER AVE
PLOVER, WI 54467

Subject: BILL SCHOFIELD ET AL ANNEXATION

The proposed annexation submitted to our office on September 26, 2012, has been reviewed and found, in the Department's opinion, to be against the public interest.

We recognize the City's desire to create a commerce center in this area which is consistent with its development strategy and would be a benefit for the region. In order for this to occur the city needs to expand, thereby altering its municipal boundary as represented on this proposed annexation.

In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city...." so as unincorporated land transitions to city or village status, the resulting boundaries are rational and easy for jurisdictions and residents to follow.

In this case, the chosen configuration of this annexation leaves a 40 acre parcel in the Town of Plover which is connected to the rest of the town by a 15' foot strip of town land, over one-quarter of mile in length. This parcel is essentially surrounded by the City of Stevens Point creating a functional town island. It results in boundaries that are difficult for both the City and the Town to administer, for state, federal, and regional jurisdictions to follow, and for local residents and businesses to understand. The shape of the annexation cannot be said to be compact and rational in shape or to be homogenous with boundaries of the existing City and does not coincide with the legislative intent of ch. 66, Wis. Stats..

Annexations that create these types of municipal boundaries, while seemingly harmless by themselves, when taken together with other similarly configured annexations by a city or village that occur over time, result in problematic municipal boundaries that are haphazard, confusing, inefficient to serve, and very difficult to correct.

EXHIBIT D

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Secretary of State. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13631**
The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning this annexation review letter.

Sincerely,

Erich Schmidtke
Municipal Boundary Review

cc: petitioner

XI

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

8.5
2.6

Gen. Ord. No. 6 - 17 - 18. By Alderpersons Bohren and Sorenson.
June 5, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by one-half approval filed with the City Clerk on the 15th day of May, 2017, signed by five qualified electors residing in the territory to be annexed (being a number of such electors consisting of at least the majority of votes cast for governor in the territory at the last gubernatorial election) and signed by the owners of at least one-half of the real property in assessed value within the territory to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows:
Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line

Lies over to June 19th (2/3 vote)

Held to July 17 CC mtg.

9/7/17 - Wolf motion to hold

EXHIBIT H

149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10;

thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line

of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

Section 2. **Effect of Annexation.** From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Payment to Town of Wilson.** In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to

any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

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

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Wilson

Township 14N - Range 23E

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SEE PAGE 35

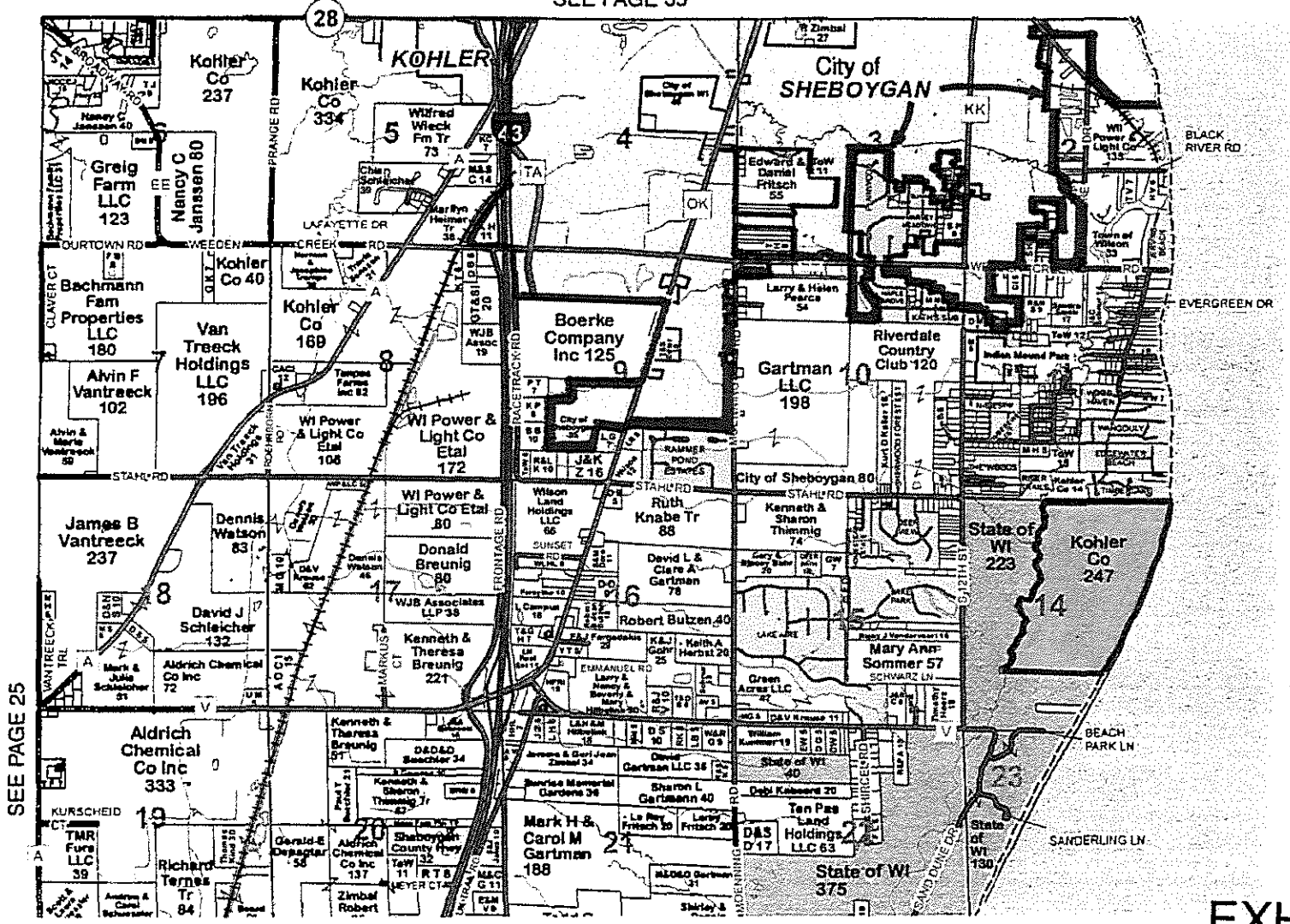


EXHIBIT A

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

City of
Sheboygan
spirit on the lake.

May 22, 2017

SENT VIA EMAIL ONLY

Mr. Erich Schmidtke
Municipal Boundary Review
101 East Wilson Street, 9th Floor
Madison, WI 53703

Re: Petition file no. 14018

Dear Mr. Schmidtke:

My office has been directed to supplement the response of the City of Sheboygan (the "City") to the proposed annexation in file no. 14018 from the Town of Wilson (the "Town") to the City. Specifically, this letter supplements the City's response to Section 12 of the Annexation Review Questionnaire and provides other relevant information bearing upon the public interest in the proposed annexation referenced in your letter dated May 4, 2017 to City Clerk Susan Richards.

After a careful review of the relevant legal standard, I believe the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c). I ask that you concur.

1. Governmental services, including zoning, to the territory to be annexed can clearly be better supplied by the City as opposed to the Town.

(a) Zoning. The City offers extensive planning and zoning services. As noted in our response to Section 11(b) of the Questionnaire, the City appropriates $368,000 annually for planning services. The City maintains a professional staff of four full-time planners as well as professional engineering staff. Most importantly, the City has included the territory in its Comprehensive Plan adopted December 5, 2011. Current uses and potential development within the area are consistent with both the Comprehensive Plan and the City's Zoning Maps.

By contrast, the Town's budget for planning services is $4,000 per year, and the Town relies on hiring outside experts to assist in any significant planning matters.

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

EXHIBIT E

(b) Sanitary Sewer Service. The City alone is able to process sanitary waste, not just in the area proposed for annexation, but in all areas north and south of the City. Sanitary sewer is supplied to the territory, as well as the entirety of the Town and the Town of Sheboygan, pursuant to a 1975 Joint Sewerage Treatment Agreement for the Sheboygan Region.

While the Town owns some sewer pipes near the territory proposed to be annexed, all area waste feeds into the City's pipes and is treated by the City. Any sanitary sewer services offered by the Town are obtained solely via the Town's agreement with the City.

(c) Water Service. The City alone is able to provide water service to the territory proposed to be annexed. The City has its own Water Utility, under the direction of the Sheboygan Board of Water Commissioners. The Water Utility maintains some of the lowest water rates in the State of Wisconsin and is able to service a wide range of customers, including customers with heavy use needs, at very affordable rates. Consistent with *Town of Hallie v. City of Chippewa Falls*, 105 Wis. 2d 533, 542, 314 N.W.2d 321, 326 (1982), the City permissibly conditions extension of water services upon annexation. The City has been approached by many potential customers, both within and near to the territory proposed for annexation, who desire to connect to City water service. These potential customers have expressed concerns that Town wells will fail in the near future. The City expects that several of these customers will seek annexation to the City to be able to connect to water service if the annexation at issue is successful.

Currently, there is a 12-inch water line available at the intersection of Riverdale and 12th Street. This line is less than one-half mile away in two directions from the territory proposed to be annexed. There also is a 16 inch water line available on the west side of the proposed annexation at approximately 340 feet south of Creekview Court and Moenning Road. Over the next one to three years, the Water Utility plans to extend its water service south along South 12th Street and west along Stahl Road (CTH KK) to create a loop to service all interested customers who annex to the City.

By contrast, the Town does not have any municipal water service and has no plans to provide municipal water service anytime in the future. Indeed, in the past, Town officials have expressed concern that additional high capacity wells in the area could undermine existing private residential wells.

(d) Police and Fire Services. The City has well-established, well-funded emergency services, including full-time professional police, fire and EMS staff. While the Town contracts with the Sheboygan County Sheriff's Department for law enforcement services, the City maintains its own police department. Similarly, the City maintains its own fire department. City Fire Station 5 is located at 4504 South 18th Street, just north of the area proposed for annexation and is staffed full time 24/7 by three firefighter/paramedics with an aerial truck and a pumper. Emergency response time from that station would be 60 seconds for dispatch time and 180 seconds for drive time. The Town acknowledges that it avails itself of a Mutual Aid Box Alarm System to ensure that the City's fire department responds (in addition to Town fire personnel) in the event of an emergency. Accordingly, the City is well positioned to provide emergency services, and the Mutual Aid Box Alarm System ensures that all area fire personnel respond in the event of an emergency--avoiding any confusion as to which personnel should respond.

For these reasons, it should be self-evident that the City can better supply governmental services, not just to the area currently proposed to be annexed, but also to areas likely to annex in the near future if this annexation is successful. City officials would be happy to provide your office additional information at your request.

2. The territory proposed to be annexed is contiguous to existing City boundaries, and the shape of the territory is more homogeneous with the City than with the Town.

(a) Territory is Contiguous to Existing City boundaries. While Wis. Stat. sec. 66.0217(3) requires territory proposed for annexation to be contiguous to the annexing City, "contiguity" is not specifically defined in the statute. The court in *Town of Lyons v. City of Lake Geneva*, 56 Wis. 2d 331, 336, 202 N.W.2d 228, 231 (1972) adopted Black's Law Dictionary's definition of contiguous, meaning "in close proximity; near, though not in contact; neighboring; adjoining; near in succession; in actual close contact; touching; bounded or traversed by." That court held that "contiguous" does not even have to mean "touching" and upheld an annexation ordinance where a gap existed between the limits of the annexing city and the annexed area.

Notwithstanding, that rather broad definition, the territory proposed to be annexed in this petition actually physically touches the existing City boundaries, and is thereby contiguous to the City boundaries.

(b) Connection with City Boundaries is Substantial. It is true that an annexation failed in *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964) where the property touched Racine city limits only by a corridor (which was established as a street) varying in width from 152 to 306 feet. However, it is important to note that substantially the same annexation was accomplished and upheld in *Town of Mt. Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965) when more land was annexed at the territory's juncture with the city.

The area proposed for annexation here is more like that in the second Mt. Pleasant case and subsequent annexations upheld by the courts than the annexation in the first Mt. Pleasant case. The juncture of this territory with the existing City boundary is 650 feet (not 250 feet as suggested by the Town).

(c) Territory is Not a "Balloon on a String". One of the key holdings of the first Mt. Pleasant case was its invalidating of what the court characterized as a "shoestring" annexation because it created "crazy quilt boundaries" which were "difficult for both the city and the town to administer." But, later courts have upheld irregular, serpentine annexations and distinguished them from the shoestring annexation in the first Mt. Pleasant case--especially when such annexations resulted in better provision of governmental services, facilitated planning objectives or arose from irregular existing municipal boundaries.

- In *Town of Vernon v. Village of Big Bend*, 2001 Wis. Ct. App. 00-1007 (2001), the annexation of property which moved "in a serpentine fashion along Highway 164, excluding existing subdivisions and parcels before expanding to include commercial properties at a highway interchange" was found to be contiguous and of "an acceptable shape."

- *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005) held that an "armlike extension of the northern municipal boundary of the Village of West Baraboo" was not a "shoestring or balloon on a stick" when the village did not rely "solely on the highway right-of-way to capture a distant prized parcel" and the

corridor consisted of parcels flanking both sides of a highway corridor.

- *Town of Medary v. City of LaCrosse*, 88 Wis.2d 101, 117, 277 N.W.2d 310, (1978) upheld an irregularly shaped annexation, concluding that "While the shape of the annexation is somewhat irregular, the irregularity is partly necessitated because of the irregularity of the LaCrosse city limits..."

As these cases subsequent to the first Mt. Pleasant case demonstrate, the shape and homogeneity of the territory must be evaluated in context—the context of availability of governmental services, the context of plans by both the municipalities and the petitioners, and the context of existing municipal boundaries.

Town of Sugar Creek v. City of Elkhorn, 231 Wis. 2d 473, 479, 605 N.W.2d 274 (1999) favorably quoted George Hall, former Director of Municipal Boundary Review, in explaining that "homogeneity in shape requires looking beyond mere physical boundaries and considering the economic uses proposed..." Similarly, the Town of Baraboo court considered relevant that the corridor annexed had experienced increased traffic flow and development pressure in recent years and that the annexation allowed the village to plan for orderly development served by appropriate municipal services.

Courts respect the will of owners and electors petitioning for annexation. "The general rule is that where direct annexation proceedings are initiated by property owners, the annexing municipality may not be charged with arbitrary action in drawing the boundary lines...the choice of boundaries is a matter of discretion by the petitioners...They have the right under the statute to act in light of their desires and their best interests... [and]...are under no obligation to include areas in the annexation that are of no concern to them...They may determine the boundaries so as to insure the annexation's success." *Town of Campbell v. City of LaCrosse*, 268 Wis.2d 253, 673 N.W.2d (2003). The Town of Campbell court noted that the first Mt. Pleasant case "is a difficult case to harmonize with subsequent supreme court cases that recognize the right of petitioning property owners to include only their own properties..."

Here, the bulk of the territory proposed to be annexed consists of 10, 20 and 40 acre parcels. No connection is proposed solely via right of way. Further, the City has received inquiries about annexation from additional owners

abutting and near to this territory, so the City expects that additional annexations to square City boundaries are likely in the future.

The City has planned for the area subject to this annexation petition and abutting areas to be included in, and served by, City services. The City's 2011 Comprehensive Plan for this area provides not only the recreational development proposed by this petitioner, but also desperately needed land for additional residential development. The City currently only has 61acres available for new single family home development within its existing boundaries. It bears noting that, although the City has not signed any annexation petition, the City owns a 20 acre parcel included within the territory proposed for annexation as well as 60 acres of vacant land abutting the territory further to the west—all of which currently lies within the Town. The City acquired this land to facilitate additional residential development in the City and anticipates annexing it as soon as possible—connecting this territory with the existing City boundary to the west of Moenning Road.

Similarly, plans of petitioners to develop a championship golf course in this area also are consistent with City plans. The City anticipates significant economic benefits from the petitioners' development, including significant increases in property tax base and hotel tax revenue. As established in case law, petitioners' desires to advance their best interests should be respected and the City cannot be charged with any arbitrariness in the boundaries of this annexation proposed by the petitioners. Similarly, any arbitrariness in proposed annexation boundaries arising from existing City/Town municipal boundaries should be excused. Indeed, this annexation presents the means of realizing the City's long term planning objectives.

(d) Territory Does Not Create a Town Island. The Town's charge that this annexation would create a functional town island ignores applicable law. Wis. Stat. sec. 66.0221(1) prohibits a city or village from creating "by annexation, a town area which is *completely surrounded* by the city of village." *Wagner Mobil, Inc. v. City of Madison*, 190 Wis. 2d 585, 593, 527 N.W.2d 301 (1995) holds that a town island is created under Wis. Stat. sec. 66.0221(1) only when a portion of the town is entirely encircled by the corporate boundaries of the annexing city or village. The annexation in that case was upheld although a functional town island was created by the City of Madison on two sides and by two different towns and a village on other sides.

Here, a casual review of the existing City/Town boundary displays several more significant isolated areas than that proposed with this annexation. But, more importantly, any isolation of areas that would remain in the Town following this annexation would be caused, not just by proximity to the City, but also by Lake Michigan. This is the exact circumstance upheld by the Wagner Mobil court.

While the shape of the proposed annexation and the homogeneity of the territory may be somewhat irregular, they are not usual for the City's existing southern boundary. Further, this annexation facilitates the City's long term planning objectives and accommodates extension of City services. The desires of the petitioners in drawing their boundaries should be respected and found to satisfy the public interest as they did in the Town of Vernon, Town of Baraboo and Town of Medary cases.

For all of the reasons in our original questionnaire and in this letter, we urge you to find that the proposed annexation satisfies the definition of the public interest under Wis. Stat. sec. 66.0217(6)(c).

Sincerely,

Charles C. Adams
CITY ATTORNEY

Enclosures

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TOWN OF WILSON
SHEBOYGAN COUNTY, WISCONSIN

Resolution Authorizing Litigation

RESOLVED, that the Town's attorneys are authorized and directed to file a lawsuit in Sheboygan County Circuit or other appropriate venue against the City of Sheboygan and any other parties identified by the Town's attorneys as necessary or appropriate to be included in the lawsuit including, but not limited to, Kohler Co., seeking to contest the annexation by the City of Sheboygan of property formerly located in the Town of Wilson pursuant to the annexation petition submitted by Kohler Co and the annexation ordinance known as City of Sheboygan General Ordinance No. 6-17-18. The Town's attorneys are further authorized to take such action deemed necessary in their judgment to give effect to the intent of this Resolution.

Dated this 11th day of September, 2017.

TOWN OF WILSON

By: _____
John Ehmann, Town Chairperson

Attest:
_____
Georgene Lubach, Town Clerk

EXHIBIT I

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

US Army Corps of Engineers
St Paul District

Public Notice

APPLICANT: Kohler Company

ISSUED: April 6, 2017
EXPIRES: May 6, 2017

REFER TO: 2015-01213-JLK

SECTION:404 - Clean Water Act

1. APPLICATION FOR PERMIT TO discharge dredged and fill material into 3.69 acres of wetlands adjacent to the Black River and Lake Michigan for the purpose of constructing an 18-hole golf course and related facilities in the Town of Wilson, Sheboygan County, Wisconsin.

2. SPECIFIC INFORMATION

APPLICANT	Kohler Company 444 Highland Drive Kohler, Wisconsin 53044
AGENT	Stantec Consulting Services, Inc. 1165 Scheuring Road De Pere, Wisconsin 54115

PROJECT LOCATION: The project site is located in Section 14, Township 14 North, Range 23 East; Sheboygan County, Wisconsin. Latitude 43.6813760, Longitude -87.7093660.

DESCRIPTION OF PROJECT:

GOLF COURSE AND SUPPORT AMENITIES: The applicant has applied for a Department of the Army permit to discharge dredged or fill material into waters of the United States in association with construction of an 18-hole public golf course and related support amenities on a 247 acre parcel of land owned by Kohler Company. Support amenities include a centrally located 9,000 square foot multi-level club house, parking near the club house, practice range, caddie/cart barn, cart paths, and two resting stations. The project also includes an irrigation pond, entrance road, and maintenance facility which are described below.

ENTRANCE ROAD AND MAINTENANCE FACILITIES: The applicant is proposing to construct an entrance road to the golf course from the existing Kohler-Andrae State Park entrance on Beach Park Lane. As part of this project, the applicant would modify Beach Park Lane from the bridge over the Black River east to the State Park entrance by adding a roundabout design that includes two dedicated lanes for park visitors while golf course traffic and exiting park visitors would utilize the roundabout. The entrance road would then be routed north through a portion of the State Park onto Kohler Property to the proposed club house and parking area. A 22,000 square foot maintenance facility is proposed adjacent to the existing State Park maintenance building and has been designed to avoid all wetland impacts. The maintenance facility and portions of the entrance road would require an easement from the State of Wisconsin on approximately 4 acres of the State Park.

UTILITIES: It is anticipated that utilities (gas, electric, and communications) would connect to existing services located along County Trunk Highway V (CTH V) right-of-way approximately one-half mile west of the project area. To minimize impacts, new services would be bound beneath State Park property including all wetlands and the Black River within an agreement

EXHIBIT B

easement less than one acre in size. Approximately 1,500 square feet of temporary wetland disturbances would occur in the CTH V right-of-way for the bore pit. Potable water and irrigation water would be from onsite wells. Conventional onsite septic field systems would be used to treat domestic wastewater.

IRRIGATION: A high capacity irrigation well would supply water to a 5.7-acre irrigation pond constructed in the northcentral portion of the site. Water from the pond would be distributed via an underground irrigation system to the appropriate areas of the golf course. The applicant has indicated that irrigation water Best Management Practices (BMPs) and a computer controlled system would be utilized to reduce volume and maximize efficiency.

AREA OF FILL AND AFFECTED WETLANDS: The proposed project is situated east of the Black River and west of Lake Michigan on approximately 247 acres of undeveloped land dominated by hardwood forests. The site contains approximately 48 acres of wetlands that includes alder thicket, hardwood swamp, interdunal wetland, Great Lakes ridge and swale complex, and wet meadow wetland.

The project would involve the discharge of dredged and fill material within and direct affects to 3.69 acres of wetlands (7.7% of all wetlands present on the site). The directly affected wetlands include 2.23 acres of floodplain wetland associated with the Black River, 1.36 acres of ridge and swale wetland associated with Lake Michigan, and 0.10 acre of fresh (wet) meadow.

Potential secondary effects have been identified and include indirect wetland impacts from storm water runoff and nutrient loading; forested wetland conversion to herbaceous communities, hydrologic alterations, shading from bridges, and drawdown of water table from wells.

SOURCE OF FILL MATERIAL: Fill material is anticipated to primarily come from on-site materials resulting from site grading. As needed engineered soil material would be obtained from an off-site source identified by the construction contractor.

SURROUNDING LAND USE: The project area is bordered on the north by residential developments, east by Lake Michigan, and to the west and south by the Kohler-Andrae State Park. The property is zoned appropriately for land use as a golf course.

PROJECT ALTERNATIVES: During project planning, the applicant identified and evaluated 17 different on-site design alternatives, including a No Build alternative. The applicant also considered off-site alternatives but was unable to identify any properties with comparable characteristics to meet the overall project purpose.

With consideration to technical, logistical, and economic constraints, the applicant has attempted to design a project that, to the maximum extent practicable, would avoid and/or minimize environmental impacts including limiting tree clearing, preserving natural dunes/contours, and avoiding direct impacts to Lake Michigan near-shore wetlands and interdunal wetlands. The applicant also attempted to avoid and/or minimize impacts to all other aquatic resources, the Kohler-Andrae State Park, plant and animal species, historic properties, and local residents. The applicant has also considered potential secondary effects to wetlands and has incorporated measures such as vegetated buffer strips designed to capture and filter runoff to reduce nutrient loading in wetlands and minimizing and mitigating for wetland conversion.

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TIERNEY & CORREA, P.C.
719 Second Avenue
701 Millennium Tower
Seattle, WA 98104

Robert D. Zeinemann
Attorney At Law
E-mail:tierney@tierneylaw.com
Phone: (206) 232-3074
Facsimile: (206) 232-3076
*ALSO ADMITTED IN WISCONSIN

June 1, 2017

Via Email to wimunicipalboundaryreview@wi.gov and mark.herman@wisconsin.gov

Erich Schmidtke
Municipal Boundary Review
Department of Administration
P.O. Box 1645
Madison, WI 53701

Re: Town of Wilson's Second Submittal for DOA Petition File No. 14018

Dear Erich:

In addition to the Town of Wilson's submittal to DOA on May 18, 2017, please consider this second supplement that responds to the City of Sheboygan.

I. Territory Petitioned for Annexation is Not Contiguous to the City of Sheboygan

1. MBR's Moment of Truth

The review of this annexation petition becomes simple when this fact is considered: The proposed Kohler annexation is likely the largest gerrymandered, balloon-on-a-string annexation submitted to Municipal Boundary Review in decades. I reviewed thousands of annexations over six and one-half years and never saw a more egregiously gerrymandered, balloon-on-a-string annexation. These types of annexations are very seldom submitted to MBR for review, because most petitioners and cities understand that an annexation with this shape and characteristics is against the public interest. The City of Sheboygan and Kohler apparently believe they can make their own rules. This is a moment of truth for Municipal Boundary Review. If MBR cannot muster the courage to find against this annexation, then MBR's annexation review function is broken, and it might as well stop reviewing annexations.

EXHIBIT F

2. Shape of Proposed Annexation Worse than in Controlling Precedent

Town *of Mount Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964) is directly on all fours with the proposed Kohler annexation. Kohler and the City will attempt to argue that it does not apply and will quote phrases from other cases to create the illusion that the proposed annexation is lawfully contiguous—it is not. No other court case is more applicable here than *Town of Mt. Pleasant*.

The shape of the proposed Kohler annexation is more irrational and gerrymandered than the annexation in *Town of Mount Pleasant v. City of Racine*, 24 Wis. 2d 41 (1964). The cases the City cites do not resuscitate the proposed Kohler annexation. The annexed territories in the cases cited by the City have more rational shapes than the proposed Kohler annexation. *Town of Mount Pleasant* is directly on point here, whereas the decisions cited by the City are distinguishable, and often irrelevant as explained in detail below.

In *Town of Mt. Pleasant*, the string of the balloon was 1,705 feet long with a width ranging from 152 feet to 300 feet. That is a length to width ratio of 11.2 at the string's narrowest point, and a ratio of 5.6 at the widest point. In other words, the length of the connecting string in *Town of Mt. Pleasant* ranges from 5.6 to 11.2 times its width. The string of the balloon in the proposed Kohler annexation is about 5,448 feet long with a width ranging from about 190 feet to about 650 feet. That is a length to width ratio of 28.6 at the narrowest point, and a ratio of 8.3 at the widest point. For the proposed Kohler annexation, the length of the connecting string ranges from 8.3 to 28.6 times its width. Therefore, the Kohler property's gerrymandered connection to the City of Sheboygan is substantially more tenuous than the connection to the City of Racine ruled not contiguous in *Town of Mt. Pleasant*. Further, the "balloon" portion of the proposed

Kohler annexation is roughly 5,000 feet by 3,000 feet,[1] and the balloon portion in *Town of Mt. Pleasant* was roughly 2,950 feet by 2,800 feet. Thus, not only is the "string" longer, but the balloon portion of the proposed Kohler annexation is significantly larger than the balloon in *Town of Mt. Pleasant*.

Based on the comparative ratios for the strings, and relative sizes of the balloons, the shape of the proposed Kohler annexation is significantly more irrationally gerrymandered and egregious than the annexation struck down by the Wisconsin Supreme Court in *Town of Mt. Pleasant*, 24 Wis. 2d 41 (1964). If *Town of Mt. Pleasant* represents the threshold of an annexation that is not contiguous and against the intent of Wis. Stat., § 66.0217(3), the shape of the proposed Kohler annexation is well-beyond that threshold for what constitutes an unlawful annexation.

The cases the City cites do not free the proposed Kohler annexation from the controlling precedent of *Town of Mt. Pleasant*. None of those cases contain a balloon-on-a-string with a shape as egregious as the annexation in *Town of Mt. Pleasant*, much less the even more egregious shape of the proposed Kohler annexation.

3. Cases Cited By City Do Not Revive Proposed Annexation

Town of Lyons v. City of Lake Geneva, 56 Wis. 2d 331 (1972), offers no support for the proposed Kohler annexation. The Black's Law Dictionary definition of "contiguity" quoted by the City merely strengthens the Town of Wilson's position that the proposed Kohler annexation is not contiguous. The on-the-ground relationship between the City of Sheboygan boundary and the land containing the people who actually signed the annexation petition is not "in close proximity," not "near," not "adjoining," not "in actual close contact," and not "touching."

---

1 The required map sent to the Town of Wilson by Kohler contained barely legible numbers labeling distances.

Something that *Town of Lyons*, *Town of Mt. Pleasant*, and other annexation cases make clear is that only examining whether or not territory touches municipal limits does not by itself determine if territory is contiguous pursuant to Wis. Stat., § 66.0217(3). Shape, size, land characteristics, homogeneity, and location also matter.

The fact that the territory in *Town of Lyons* was separated from the City of Lake Geneva by a 23-foot wide section of public road does not bear on whether Kohler's balloon-on-a-string annexation, with a meandering mile-long corridor, is contiguous. Crossing standard-width public roads and narrow water bodies does not break contiguity, but arbitrarily meandering a mile to contrive a "string" connection to a "balloon" territory does break contiguity. There is no inconsistency in those two positions. Further, the shape of the annexation in *Town of Lyons* was not at issue, and that annexation was by unanimous consent.

The City's contention that the proposed annexation here is "more like that in the second *Mt. Pleasant* case" is untrue. In that second case, *Mount Pleasant v. City of Racine*, 28 Wis. 2d 519 (1965), the petitioners added a substantial amount of land to the "string" portion of the territory to make it contiguous. In fact, the *Mt. Pleasant II* annexation contained about 20% more land than the first—and most of that land was added to the "string" to create a more substantial connection to the City of Racine. *Id.* at 521. The Court described the changes from the first to the second Mt. Pleasant annexation:

> (1) The area covered by the annexation was increased from 144 to 172 acres. (2) The strip connecting the territory to the city was widened from 186 to 1,023 feet. (3) All of Marlyland avenue was included instead of just one-half. (4) A 424-by-1,059-foot area was added north of Maryland avenue. (5) A 17-foot strip south of Taylor avenue was eliminated by making that avenue the southern boundary for the area. (6) A 22-foot strip east of Meachem road was removed by making that road the eastern boundary. (7) A 292-by-397-foot section lying west of Meachem was added.

Mt. Pleasant II, 28 Wis. 2d at 521 (references to exhibits omitted).

Those changes made the annexation in *Mt. Pleasant II* acceptable by lessening the balloon-on-a-string shape found in the first *Mt. Pleasant* case. The Town of Wilson has shown above that the proposed Kohler annexation is more egregiously gerrymandered than the annexation in the first *Mt. Pleasant* case. Thus, given the boundary changes that improved the annexation's shape from the first to second *Mt. Pleasant* annexation, it is impossible that the proposed Kohler annexation is more like *Mt. Pleasant II* than the *Mt. Pleasant I*. The shape of the proposed Kohler annexation is even **worse** than the annexation struck down in *Mt. Pleasant I*. And that is only the shape. The land characteristics and homogeneity of the territory in the proposed Kohler annexation, e.g., state park lands, forests, wetlands, sand dunes, lands with endangered species, outdoor recreational land, native-American burial sites (see Town's previous submittal), are not urban and have more in common with lands in the Town of Wilson than in the City of Sheboygan. In contrast, in *Mt. Pleasant II*, 132 acres were already platted out of 172 total acres annexed. *Id.* at 528. There is no truth to the City's assertion that the proposed Kohler annexation is more like the annexation upheld *Mt. Pleasant II* than the annexation struck down in *Mt. Pleasant I*.

The City's contention that the proposed Kohler annexation is not a balloon-on-a-string does not correspond with basic reality—anyone who views a map of the proposed annexation will see that it resembles a balloon-on-a-string. Not surprisingly, all of the cases on that issue cited by the City are irrelevant to the proposed Kohler annexation.

Town of Vernon v. Village of Big Bend, is an unpublished decision that is not legal precedent and should be ignored. If Municipal Boundary Review chooses to rely on unpublished cases, the Town proffers *City of La Crosse v. City of Onalaska*, 178 Wis. 2d 314 (Ct. App.

1993). *City of La Crosse* is on point here and uses *Town of Mt. Pleasant* as controlling authority. In *City of La Crosse*, the Wisconsin Court of Appeals struck down the Pralle annexation, which was a 295-acre "gerrymandered shoestring" in the Town of Medary that was "three-quarters mile long and 250 feet wide." Compared to the annexation struck down in *City of La Crosse*, the proposed Kohler annexation is a hyper-gerrymandered behemoth.

The shape of the annexation in *Town of Baraboo v. Village of West Baraboo*, 2005 WI App. 96 (2005), does not resemble the proposed Kohler annexation, which is why the court in *Town of Baraboo* stated that annexation was "not a shoestring or balloon on a stick." The ratio of its length to width was reasonable and the annexed lands were, or about to become, commercially developed along State Highway 12.

The City's reliance on *Town of Medary v. City of La Crosse*, 88 Wis. 2d 101 (1978), is misplaced. The annexation in *Town of Medary* was not a balloon-on-as-string and not located over a mile from city limits and city services. In *Town of Medary*, the shape, characteristics, and location of that annexed territory substantially differ from those of the proposed Kohler annexation. 88 Wis. 2d at 105-107. The annexed territory in *Town of Medary* was sandwiched between the City of La Crosse and the City of Onalaska in an area rapidly transitioning to urban uses near a major shopping center. The annexation in *Town of Medary* was contiguous to La Crosse and directly adjacent to Onalaska—it had homogeneity with the surrounding urban landscapes in those cities. The opposite is true of the territory petitioned by Kohler here. Its characteristics have more homogeneity with the Town of Wilson—the territory belongs in the Town, not the City.

The City relies on the Court of Appeals case *Town of Sugar Creek v. City of Elkhorn*, 231 Wis. 473 (Ct. App. 1999); however, that annexation was not a balloon-on-a-string as is the

proposed Kohler annexation. The court's opinion described the annexation there as having the "normal, customary and usual shape for annexations." *Id.* at 479. As in the *Town of Baraboo* case described above, the annexation in *Town of Sugar Creek* was adjacent to a state highway (STH 12/67), and state highways form the economic base for many small cities, such as Elkhorn. *Id.* at 481-482. No state highways are near the proposed Kohler annexation. Finally, Kohler petitioned for annexation via the one-half approval method and many landowners did not sign the petition, which produced an arbitrarily and irrationally drawn boundary. In contrast, the annexation in *Town of Sugar Creek* was by unanimous consent as the court stated that "all the landowners in the annexed area signed the petition." *Id.* at 475.

4. City Misunderstands Role of Functional Town Island

The City misunderstands the Town's reasons for pointing out that the proposed annexation creates a functional town island. The Town never claimed that a functional town island is unlawful. A functional town island by itself does not render an annexation invalid; however, a functional town island, such as the one created by the proposed Kohler annexation, contributes to a finding that the proposed annexation arbitrarily creates crazy-quilt municipal boundaries that inhibit governmental service delivery. Though functional town islands are lawful, gerrymandered annexations that create crazy-quilt municipal boundaries are not, and dividing the Town would make the boundary quilt even crazier.

II. Town Is Better Able to Serve the Territory

1. Proposed Zoning Does Not Follow City's Comprehensive Plan

The City of Sheboygan's Future Land Use map from its Comprehensive Plan is attached as Exhibit 1. It designates the Kohler property as "public park and open space." Similarly, the Town of Wilson's Comprehensive Plan has it designated as conservation and park lands.

At Kohler's request, the City would bring the territory into the City under a zoning designation of SR-5, including for the state park lands. On May 30th, the City Plan Commission quickly approved zoning the annexation territory as SR-5. The SR-5 zoning allows residential development at five dwelling units per gross acre, with lots as small as 6,000 square feet. That zoning for the territory is not in keeping with the City's Future Land Use Map in its Comprehensive Plan. SR-5 zoning does, no surprise, allow private golf courses as conditional uses. Remarkably, City planning staff's report to City Plan Commission said the SR-5 zoning for the annexation territory is consistent with the City's Comprehensive Plan, which is a blatant falsehood. Further, what backward rationale could the Plan Commission have to zone state park land at 5 units per acre residential? That will, perplexingly, make the existing state park land a nonconforming use. If those are examples of the quality of the "extensive planning and zoning services" the City gets for its $369,000 annual planning budget, the Town surely can better provide planning and zoning services to the petitioned territory. The City's zoning for the territory is solely to give Kohler the opportunity to do whatever it wants irrespective of any standards that are actually appropriate for the subject land.

The Town of Wilson began formal comprehensive planning in 1997, a decade before state law made it mandatory. The Town's Land Use Map shows the same types of future land uses as the City's Future Land Use Plan; with Kohler's land being Park and Open space (green on both the City and Town maps), not yellow for residential. The proposed SR-5 zoning does not conform to either the City's or the Town's Comprehensive Plans.

Also relevant is Map 1-2 Opportunities and Focus Areas in the City Comprehensive Plan, attached as Exhibit 2. The territory proposed for annexation is not shown as a "focus" for City growth and investment. To the contrary, that City planning document labels the subject Kohler

properties as "Kohler Company Forest Preserve State Wildlife Refuge." That is an accurate description of the land, which on Tuesday the City Plan Commission approved for SR-5 zoning.

2. Town Can Better Provide Sanitary Sewer Service to the Territory

The City's submittal to DOA muddies the water on the sanitary sewer situation in the Sheboygan Area. The Sheboygan Regional Wastewater Treatment Facility is not a facility the City can use anyway it wishes, as the City implies in its briefing. The Regional Wastewater Treatment Facility serves the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Lima, Town of Sheboygan, Town of Sheboygan Falls, and Town of Wilson. The Town of Wilson Sanitary District #1 has served areas within the proposed annexation since 1988. The Town can immediately provide sanitary sewers to the petitioned territory, and is in a better position to do so than the City of Sheboygan. By the City's flawed logic, the entire Village of Kohler and City of Sheboygan Falls should be annexed to the City because sewer pipes serving those municipalities flow through the City to reach the Regional Wastewater Treatment Facility.

3. City States it Needs Housing—Kohler Seeks a Golf Course

The City wrote that the petitioned territory would provide "desperately needed land for additional residential development." However, the largest portion of the land in the proposed annexation is slated to become a golf course, and the next largest portion is an existing state park. The environmentally sensitive land owned by Kohler could support some residential development, but a density of five units per acre under SR-5 is wholly inappropriate to preserve the rare landscapes, such as sand dunes, coastal forests, beaches, and interdunal wetlands, along Lake Michigan that contain documented threatened and endangered species, and documented native-American burial mounds and artifacts. But more to the point, Kohler has no intention of building housing—all plans submitted to the Town of Wilson, Wisconsin Department of Natural

Resources, and Army Corps of Engineers solely show a golf course with no residential component. This is not surprising because there is barely enough room for a "minimalist" golf course, much less residential development. If the City has a "desperate need" to provide housing, it makes no sense to allow this annexation to be driven by a company with no interest in having housing on its property.

4. Extending City Water to the Kohler Property is Impractical

Kohler and the City have no plan to extend City water to the Kohler property. And such an extension of water service may not even be feasible given the isolated location of the Kohler property. But even if it is feasible, it makes no sense economically to extend water over a mile to the Kohler property. Unsurprisingly, the May 31st email from Kohler Company's attorney to DOA offers no concrete statement as to whether City water will be extended to the Kohler property, only that it is Kohler's intention to seek City water "subject to detailed engineering and feasibility analysis." The chair of the Town's Plan Commission, Roger Miller, is a civil engineer, and he believes it is likely not feasible that City water can serve the Kohler property.

Further, it is doubtful that the reason Kohler has not discussed water service with the City is because it is worried about an appearance of undue influence.[2] Kohler and the City have a pre-annexation agreement that obviously required detailed discussion to produce, and Kohler representatives have met with the City Council in closed session. The issue of City water to the Kohler property is a red herring. The Town has already shown that Kohler has represented to federal and state agencies that it intends to use well water for the proposed golf course.

---

2 "Kohler and the City have not discussed the details relating to provision of water service—to avoid assertions of undue influence." Email from Deborah Tomczyk, Kohler Atty to Mark Herman, DOA May 31, 2017.

Sincerely,

/s/ Robert Zeinemann

Robert Zeinemann
TIERNEY & CORREA, P.C.

cc: Mark Herman, DOA Legal Counsel

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TOWN OF WILSON
SHEBOYGAN COUNTY, WISCONSIN

RESOLUTION REGARDING THE ANNEXATION OF TERRITORY FROM THE TOWN OF WILSON, SHEBOYGAN COUNTY, WISCONSIN

WHEREAS, the Town of Wilson conducted a joint Town Board and Plan Commission meeting on September 11, 2017, the City of Sheboygan's annexation of territory petitioned by the Kohler Company;

WHEREAS, public comment about this annexation of Town territory was heard by the Town Board and Plan Commission during the September 11, 2017 meeting;

WHEREAS, the Town Board, Plan Commission, and Town staff analyzed and discussed the issue of this annexation of Town territory to the City of Sheboygan;

NOW, THEREFORE, having heard from Town residents and staff, the Town Board of the Town of Wilson, Sheboygan County, Wisconsin does hereby resolve that some of the pertinent facts are as follows:

1. The residents of the Town of Wilson at the September 11, 2017 meeting were overwhelmingly opposed to the City of Sheboygan's annexation of Town territory described in the Kohler Company's petition for annexation.

2. Residents of the Black River area have overwhelmingly expressed that they have no intention or desire of ever annexing into the City of Sheboygan.

3. The natural landscape and character of the Town, including the Black River area, is not urban, and is intentionally less densely developed than territory in the City of Sheboygan.

4. The Town of Wilson, including the Black River area, has a distinct identity and history that arises from its rural and semi-rural natural landscape.

5. The Town of Wilson, including the Black River area, is not urban and is separate and distinct from, rather than homogenous to, the City of Sheboygan.

6. Residents of the Town of Wilson, including the Black River area, overwhelmingly expressed that the Town presently provides all governmental services needed by Town residents and needed for the Kohler Company's proposed country club in the annexed territory.

7. The governmental services provided by the Town of Wilson include fire service, first responders, two sanitary sewer districts, numerous parks, cemeteries,

EXHIBIT J

planning and zoning, constables, building permits and inspection, garbage and recycling disposal, dog licensing, liquor licensing, road construction, road maintenance and snow plowing.

8. The Sheboygan County Sheriff provides more than adequate police service to Town residents and businesses.

Dated this 11th day of September, 2017.

TOWN OF WILSON

By: _____
John Ehmann, Chairman

By: _____
Nancy DesJardins, Supervisor

By: _____
Daniel J. Rostollan, Supervisor

By: _____
Brian Hoffmann, Supervisor

By: _____
Tom Stoelb, Supervisor

Attest:

_____
Georgene Lubach, Town Clerk

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Kohler Co. wants Sheboygan to annex proposed golf course site

500 acres in Town of Wilson located along Lake Michigan

by Corinne Hess | May 01, 2017, 1:23 PM

https://www.bizjtimes.com/2017/industries/arts-entertainment-sports/kohler-co-wants-sheboygan-to-annex-proposed-golf-course-site/

The Kohler Co. (http://www.corporate.kohler.com/) wants 500 acres of land, including the site of a golf course it wants to develop along Lake Michigan, annexed into the city of Sheboygan from the Town of Wilson.

The company published a notice of intent in the Sheboygan Press on Friday, saying the city is more fiscally stable to serve as a host for a "world-class golf destination."

"Our 18-hole, public golf course will be a tremendous economic benefit to the region, creating hundreds of jobs and an annual, multimillion dollar positive economic impact," said Dirk Willis, group director of golf for Kohler Co.'s Hospitality and Real Estate Group in a written statement. "It is in the public's best interest to have the project be located in a financially stable municipality like the City of Sheboygan, which is able to provide on a long-term basis the appropriate level of services to both the project and residents."

Kohler Co. has been planning an 18-hole course since 2015. It will be built on 247 acres of land along Lake Michigan that the company has owned in the Town of Wilson, south of the city of Sheboygan, for 75 years.

The course has been designed by Hall of Fame golf course architect Pete Dye and will join Kohler Co.'s two other courses in Sheboygan County, Whistling Straits (http://www.americanclubresort.com/golf/whistling-straits) and Blackwolf Run (http://www.americanclubresort.com/golf/blackwolf-run).

In March, Kohler Co. submitted permit applications for its proposed golf course to the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers. The updated plans reduced the wetland impact from 25 acres to 3.69 acres.

The potential annexation would not have any impact on the ongoing review by the DNR and the Army Corps of Engineers, Kohler Co., Willis said.

Kohler Co. golf course plans. Photo by Army Corps. of Engineers.

"People understand that Kohler Co. has an established track record of good business and environmental stewardship, and we are committed to being a good neighbor following all of the municipal, state and federal regulations that apply," Willis said.

The Sheboygan city administrator Darrell Hofland said Kohler Co. will submit its completed annexation petition by mid-May and it will be on the city's plan commission agenda for discussion May 30.

Kohler Co. has expressed its desire to host at least two informal public meetings on the project and the Common Council has also indicated it would host a public meeting, Hofland said.

The plan commission will likely vote on the matter in June before the full council votes on the rezone request related to the annexation and development agreement in June or July, Hofland said.

Hofland said the city is appealing to Kohler Co. because it can provide police, fire and water service to the property, which the town cannot. Water mains would need to be extended to the property.

"The city does not actively pursue annexations," Hofland said. "It is at a property owner's request to join a city or village."

The Town of Wilson will discuss the proposal in closed session tonight and likely make a decision in open session, although what that will be is still unknown, said Town Chairman John Ehmann.

Ehmann was cautious to speak without being advised by the town attorney. He said there are still many unanswered questions because the parcel Kohler Co. is seeking to annex does not border the city of Sheboygan.

"They are proposing a path through the town," Ehmann said. "It also looks like they are annexing some state land. This is a very unusual type of annexation they are seeking."

Hofland said in the annexation petition submitted to the Sheboygan Press, there is a connection identified where the township property and the city connect. It is on the city's southeast border near the Riverdale Country Club, he said.

"By state law it must be a connection," he said. "It could be 10 feet (wide) or a half mile, it just has to be a connection."

EXHIBIT C

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

TIERNEY & CORREA, P.C.
719 Second Avenue
701 Millennium Tower
Seattle, WA 98104

Robert D. Zeinemann
Attorney At Law
Email: zeinemann@tierneylaw.com
Phone: (206) 232-3074
Facsimile: (206) 232-3076
*ALSO ADMITTED IN WISCONSIN

June 7, 2017

Via Email to wimunicipalboundaryreview@wi.gov and mark.herman@wisconsin.gov

Erich Schmidtke
Municipal Boundary Review
Department of Administration
P.O. Box 1645
Madison, WI 53701

Re: Town of Wilson's Third Submittal for DOA Petition File No. 14018

Dear Erich:

This letter and its exhibits provide additional information to assist you in reviewing the proposed Kohler Company annexation to the City of Sheboygan.

Attached as Exhibit 3, is an opinion letter by Municipal Boundary Review, dated October 5, 2009, Petition File No. 13411 (13429), which was a proposed annexation to the Village of Mount Horeb. This letter is posted on Municipal Boundary Review's website as an example, presumably as guidance to the public. That opinion letter states: "this annexation is essentially a "balloon on a string," a form of annexation prohibited by annexation law...." As authority, that letter cites the primary court decision relied on by the Town of Wilson in its briefing, *Town of Mt. Pleasant v. City of Racine,* 24 Wis. 2d 41, 127 N.W.2d 757 (1964). That letter is entirely consistent with how Municipal Boundary Review treats balloon-on-a-string annexations—they are found to be contrary to the public interest.

Attached as Exhibit 4, is a contiguity review conducted by Municipal Boundary Review on June 18, 2015, for an annexation ordinance adopted by the City of Whitehall. The result was that "the Department of Administration finds that this annexation territory is not 'contiguous' to the City of Whitehall." (emphasis original). The Department again cited *Town of Mt. Pleasant*, 24 Wis. 2d 41 (1964) as controlling authority. Regarding the City of Whitehall's annexation, the Department wrote:

> This type of configuration has been referred to by the Wisconsin Supreme Court in Mt. Pleasant v. Racine as a "Balloon-on-a-String configuration which is contrary to annexation law because it fails to constitute appropriate contiguity. It is worth noting that both the "Balloon" and "String" aspects of this annexation are significantly more substantial in terms of size and distance than was the case in *Mt. Pleasant v Racine...*,"

EXHIBIT G

The Town also refers you to DOA Petition File Nos. 13631 and 13648 for further support of the Town's case that the proposed Kohler annexation is against the public interest. The Town is highly confident that if it extensively searched the Department's municipal data system website, made public records requests for documents at DOA and in the state archives, and visited the State Historical Society library (the final resting place for annexation files), the Town would find bountiful and consistent examples of balloon-on-a-string annexations being given against the public interest findings from Municipal Boundary Review.

It would be arbitrary and capricious of MBR to reverse its past practices and precedents with regard to its treatment of proposed annexations that are balloons-on-a-string. Thus, MBR must find the proposed Kohler annexation to be against the public interest.

Another problem with this proposed balloon-on-a-string annexation is that the "balloon" portion of the annexation is far removed from the City. Because Town of Wilson residents surround the Kohler property territory on three sides (Lake Michigan is on the fourth side), the Town government should make the permit decisions because it's the Town residents who are affected, not City residents. Elected representatives of a far-away jurisdiction would make land use decisions that significantly impact more residents in the Town than the City. The City's conditional use (CUP) code provides an example of that dynamic.

Under both the City and Town's land use codes, Kohler would be required to seek a conditional use permit (CUP) to build a golf course. Both CUP codes have similar standards. The City's CUP standards state that it must find that "the proposed Conditional Use will not create major undesirable impacts on nearby properties." Sheboygan Code section 15.905(1)(d). The problem with that language is no City residents are nearby the Kohler property. Of course the City can find no impacts on nearby residents—there are no nearby City residents. Thus, the City officials won't pay a political price for upsetting the nearby Town residents and property owners. This is a reason why Sheboygan is the wrong local government to do the local land use review and permitting. The proposed annexation would create a situation where a more distant government makes decisions with the potential to create large negative impacts on residents who don't reside in the City.

Attached as Exhibit 5, is an exhibit City staff presented to the City Plan Commission in May. It is the SR-4 zoning recommended by the Plan Commission that evening. Compare Town Exhibit 5 to Exhibit 1 submitted to you on June 1st. As evidence that the Town can better provide zoning services, it is worth noting that the City's planning staff ludicrously wrote the following in its materials to the City Plan Commission:

> The proposed Suburban Residential (SR-5) zoning designation that is to be established for the parcels that are to be annexed into the City is consistent with the City of Sheboygan Future Land Use Map in the City of Sheboygan Comprehensive Plan.

Sincerely,

/s/ Robert Zeinemann

Robert Zeinemann
TIERNEY & CORREA, P.C.

cc: Mark Herman, DOA Legal Counsel

WISCONSIN DEPARTMENT OF
ADMINISTRATION

JIM DOYLE
GOVERNOR
MICHAEL MORGAN
SECRETARY

Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

October 5, 2009

PETITION FILE NO. 13411 (13429)

CHERYL SUTTER, CLERK
VILLAGE OF MOUNT HOREB
138 E MAIN ST
MT HOREB, WI 53572-2138

HELEN KAHL, CLERK
TOWN OF BLUE MOUNDS
10566 BLUE VISTA RD
BLUE MOUNDS, WI 53517-9701

Subject: MT. HOREB AREA SCHOOL DISTRICT ANNEXATION

The proposed annexation submitted to our office on September 09, 2009, has been reviewed and found to be contrary to the public interest, as none of the concerns expressed in our previous determination letter have been addressed. To wit:

The subject petition is for territory that is reasonably shaped and technically contiguous to the Village of MOUNT HOREB. However, as filed, this annexation is essentially a "balloon on a string," a form of annexation prohibited by annexation case law:

> Section 66.0217 (6), Wis. Stats., requires the Department to advise the annexing municipality whether or not an annexation petition is in, or against, the public interest considering s. 66.0217 (6) (c), including shape and contiguity of the proposed annexation. In *Incorporation of the Town of Pewaukee*, 186 Wis. 2d 515, 525, the Wisconsin Court of Appeals opined "...that the DOD (now DOA) reviews annexations only in consideration of the objectives recognized by the legislature--to prevent haphazard, unrealistic and competitive expansion of municipalities which disregards the overall public interest." As a "balloon on a string"-type annexation, this petition does not meet the minimum standard for contiguity established by the Wisconsin Supreme Court in *Town of Mt. Pleasant v. City of Racine*, 24 Wis.2d 41, 127 N.W.2d 757 (1964). Balloon-on-a-string type annexations that use road right-of-way or other isolated strips of land for contiguity create bizarre and unworkable municipal boundaries that are difficult to serve and are confusing for area residents, businesses, emergency response personnel, and others.

The Town has reiterated its concern that representatives of the Mount Horeb Schools previously appeared before the Town Board in September of 2005, proposing that the site be used for a school bus garage, a use that the Town Board did not favor, expressing concerns over traffic and other safety issues. The Town Board requested that a traffic study be prepared before agreeing to any rezoning of the parcel, and the study was never submitted. The Town believes these concerns have yet to be addressed. The Village states that this property will likely be used for future school expansion, but that the plan commission has not reviewed any development proposals, and that municipal services may be available within the next 2-10 years. The "balloon on a string," (in this case an approximately 500' long string) configuration of this annexation petition, if adopted as an ordinance, could potentially present future problems for the Village as other parcel owners seek annexation in the future.

Given the configuration of Town and Village parcels in this area, including the CTH JG and USH 18/151 right-of-way at this location, I would recommend that the Village and Town jointly try to resolve the potential policy and service issues, either through a reworked annexation petition and subsequent rezoning, or preferably by an intergovernmental agreement using s. 66.0301 or s. 66.0307, Wis. Stats.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13411**

Mail these documents to:

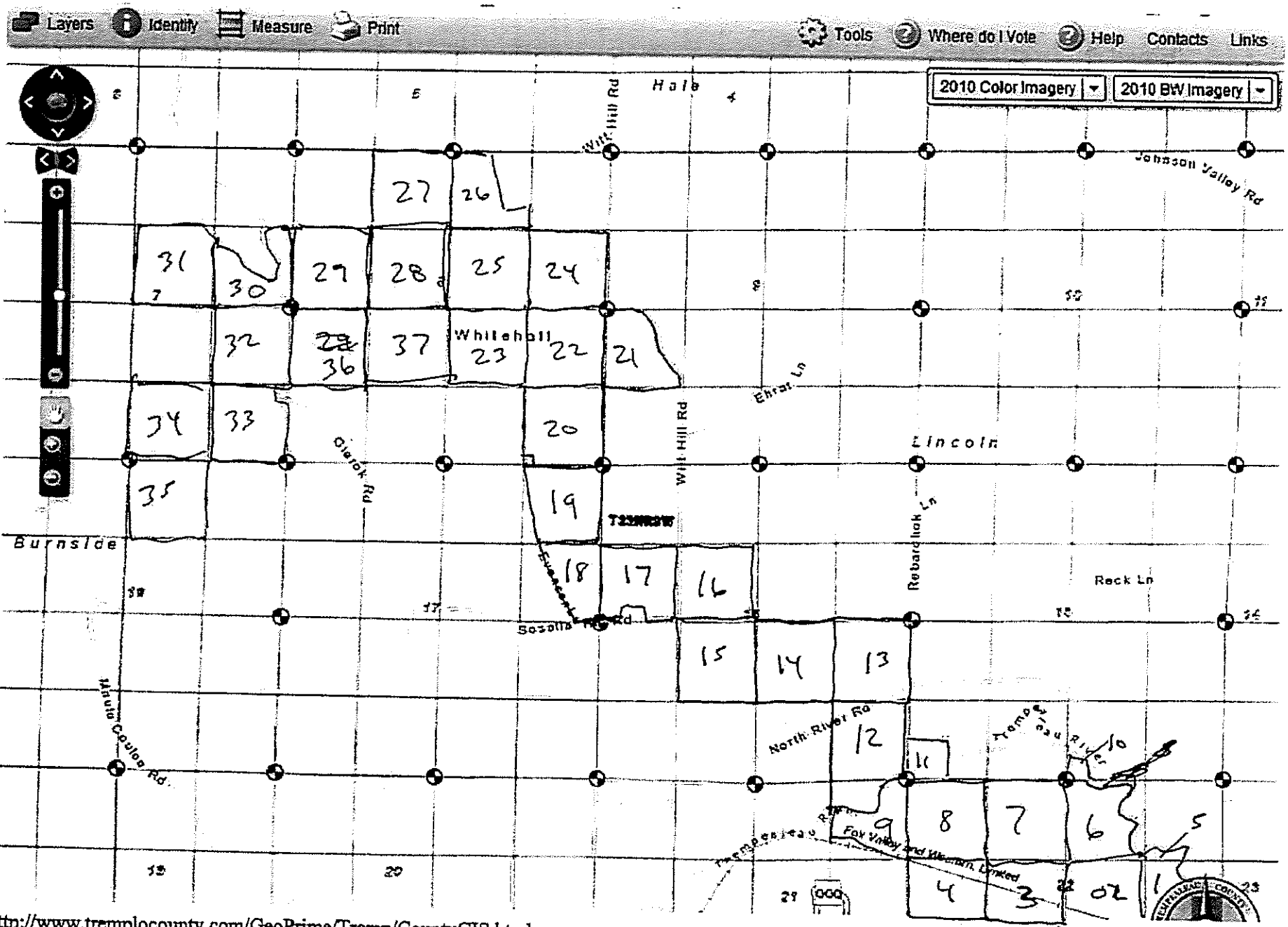
Wisconsin Department of Administration,
Municipal Boundary Review
PO Box 1645
Madison WI 53701-1645

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=192
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner


Layers
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North River Rd
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Fox Valley and Western Limited
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WISCONSIN DEPARTMENT OF ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

June 18, 2015

JACK SPEERSTRA, CHAIRPERSON
TOWN OF LINCOLN
N35677 CTH D
WHITEHALL, WI 54773

Subject: City of Whitehall Annexation Ordinance

On May 29, 2015 the Department received a request per Wis. Stats. s. 66.0217(6)(d) to review an annexation which was adopted by the City of Whitehall for territory from the Town of Lincoln. Based upon the analysis detailed below, the Department of Administration finds that this annexation territory is not "contiguous" to the City of Whitehall.

In determining whether an annexation ordinance complies with s. 66.0217(6)(d), Wis. Stats., the Department considers:

1) Contiguity requirement - the annexation territory must be contiguous to the annexing city or village.

2) Same-County requirement – if no part of the annexing city or village is located within the same county as the annexation territory, then the town board whose territory is being annexed must first adopt a resolution approving the proposed annexation.

The Department finds that the City of Whitehall annexation ordinance meets the same-county requirement but not the contiguity requirement.

The City of Whitehall adopted an annexation ordinance on April 29, 2015 for territory from the Town of Lincoln in Trempealeau County. The City adopted the annexation in four "phases", with a separate ordinance adopted for each phase. Phase 1 lies immediately adjacent to the City's northern boundary, while Phases 2, 3, and 4 extend further and further out into the northwest part of the Town of Lincoln, with Phase 4 lying more than three miles from Whitehall's municipal limits.

The fact that the City chose to annex this territory via four separate ordinances on the same day does not in any way affect the Department's analysis. To limit its administrative inquiry to only certain phases or segments of this annexation would be to put form over substance. Lacking clearer guidance from the judiciary and the Legislature, the Department will examine the annexation in its entirety.

However, we will utilize the City's four phases for purposes of describing the annexation territory and analyzing its overall contiguity. Here then is each of the specific phases comprising this annexation:

- Phase 1 – consisting of over 1000 acres, Phase 1 territory adjoins the City's northern municipal boundary for a distance of approximately 1 mile;

- Phase 2 – consisting of over 1000 acres, Phase 2 territory constitutes a narrow ribbon, varying in width from 370-400 yards, which snakes out into the Town of Lincoln in a northwesterly direction for a distance over 1.5 miles before connecting with Phase 3;

- Phase 3 – consisting of roughly 1500 acres, Phase 3 territory adjoins with Phase 2 at a connection of roughly 380 yards before expanding considerably both east-west and north-south, and

- Phase 4 – consisting of approximately 1200 acres, Phase 4 territory adjoins with Phase 3 along Phase 3's western boundary at a connection distance of ½ mile and then extends to the west and south in an irregular fashion.

Were this annexation limited to the territory in Phase 1, it might be found to be contiguous because of Phase 1's compactness and lengthy connection to the City. However, this annexation also includes additional territory in Phases 2, 3, and 4, and it is with regards to this territory that there exists a contiguity problem. Specifically, Phase 2 constitutes a long and narrow corridor of territory which primarily serves to connect the much larger territory in Phases 3 and 4. This type of configuration has been referred to by the Wisconsin Supreme Court in *Mt. Pleasant v. Racine*[1] as a "Balloon-on-a-String" configuration which is contrary to annexation law because it fails to constitute appropriate contiguity. It is worth noting that both the "Balloon" and "String" aspects of this annexation are significantly more substantial in terms of size and distance than was the case in *Mt. Pleasant v. Racine*, particularly considering the relationship of the annexation to the City of Whitehall's existing primary core area.

Based upon the foregoing it is the finding of the Department of Administration that the territory annexed from the Town of Lincoln is not "contiguous" to the City of Whitehall.
The Department's finding is advisory in nature, and is not binding upon any party. However, the Department's finding does entitle the Town of Lincoln to challenge the annexation in circuit court, pursuant to Wis. Stats. s. 66.0217 (6) (d) 2., should the Town choose to do so.

If the Town of Lincoln does in fact decide to contest this annexation in court, the Department reminds the City of Whitehall of its statutory obligation to file notice of the pending litigation with the Secretary of State's Office, as required by s. 66.0231 Wis. Stats.

The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

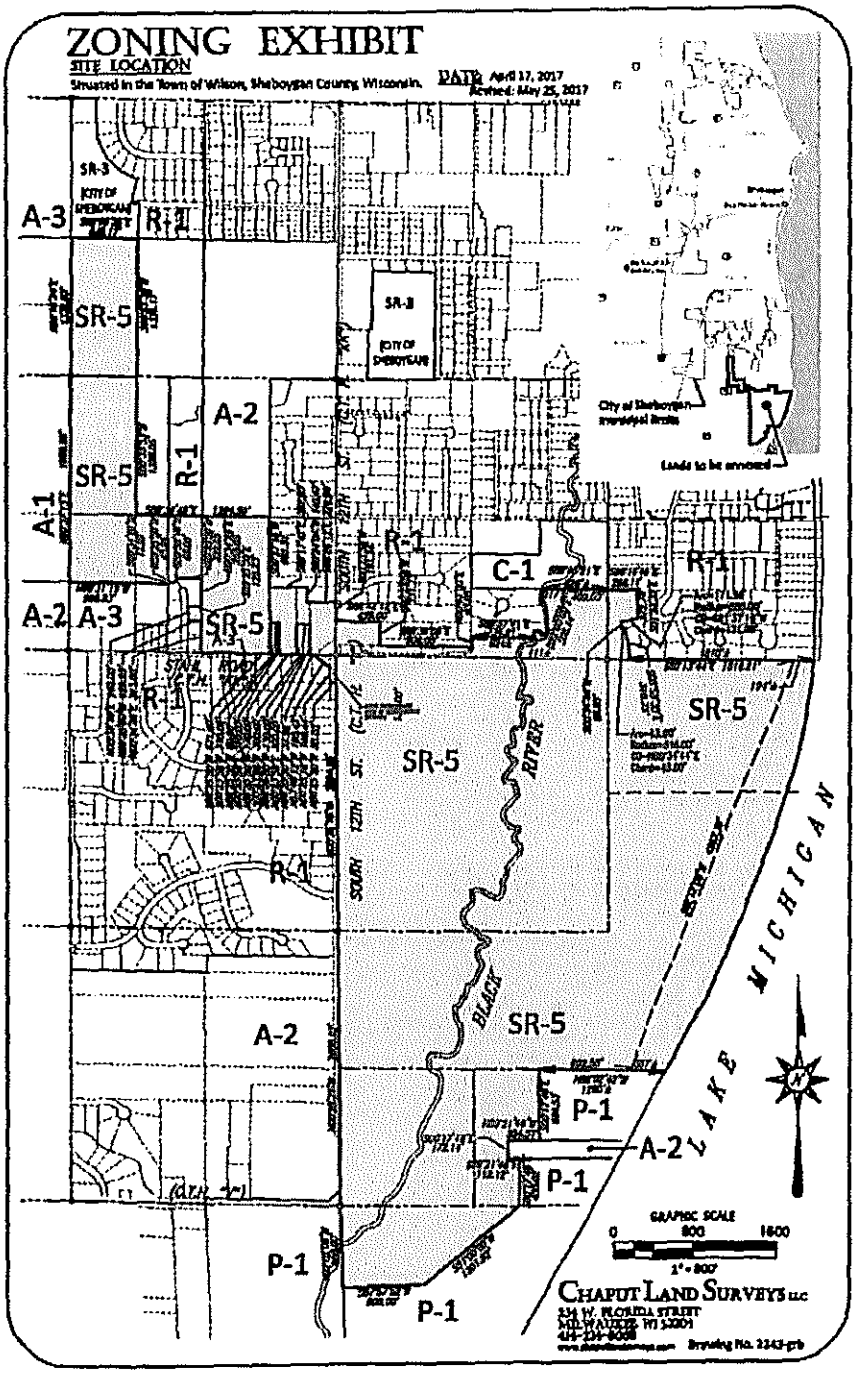
Please call me at (608) 264-6102, should you have any questions concerning the review of these annexation ordinances.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: Ashley Slaby, Clerk, City of Whitehall
Sharon Sosalla, Clerk, Town of Lincoln
Gregory Przybilla

[1] 24 Wis.2d 41, (1963).


ZONING EXHIBIT
SITE LOCATION
Situated in the Town of Wilson, Sheboygan County, Wisconsin.
DATE: April 17, 2017
Revised: May 25, 2017
A-3
R-1
SR-5
SR-3
CITY OF SHEBOYGAN
SR-8
CITY OF SHEBOYGAN
A-2
R-1
SR-5
A-1
A-2
A-3
SR-5
R-1
C-1
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RIVER
SOUTH 15TH STREET
R-1
A-2
BLACK
SR-5
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LAKE MICHIGAN
City of Sheboygan municipal limits
Lands to be annexed
GRAPHIC SCALE
0
800
1600
1" = 800'
CHAPUT LAND SURVEYS LLC
334 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8008
Drawing No. 2243-gfb

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

TOWN OF WILSON'S MOTION FOR TEMPORARY INJUNCTION

The Town of Wilson (the "Town"), through its counsel, and pursuant to Section 813.02, Wis. Stats., and the equitable power of this Court, moves for a temporary injunction enjoining the City of Sheboygan (the "City"), and in anyone acting with notice of the injunction and in concert with it, as follows:

1. Taking any action to effectuate or enforce Ordinance No. 6-17-18, attached as **Exhibit A**;

2. This includes, without limitation:

   a. Permitting or authorizing any activity or development on the annexed land, or any other action which is inconsistent with the Town of Wilson's jurisdiction over, and zoning of, the land as it existed prior to the passage of the Ordinance.

   b. Taking any action to effectuate any rezoning of the annexed, including allowing any development on the land consistent with that rezoning;

zoning of, the land as it existed prior to August 7, 2017.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: _____

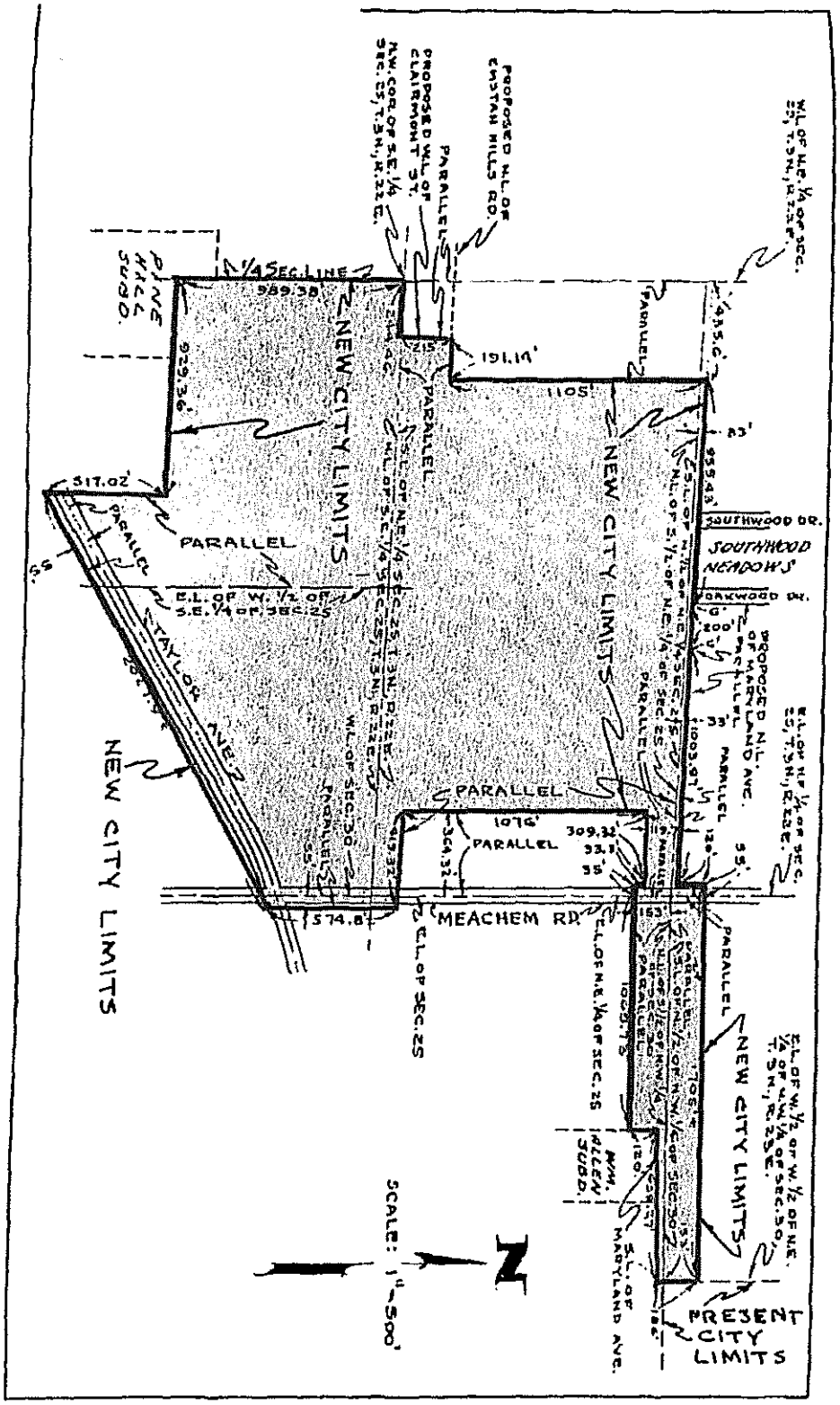
Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

EXHIBIT 1



XI

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

Gen. Ord. No. 6 - 17 - 18. By Alderpersons Bohren and Sorenson.
June 5, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by one-half approval filed with the City Clerk on the 15th day of May, 2017, signed by five qualified electors residing in the territory to be annexed (being a number of such electors consisting of at least the majority of votes cast for governor in the territory at the last gubernatorial election) and signed by the owners of at least one-half of the real property in assessed value within the territory to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Lot 2 in Sherwood Forest Estates, part of Outlot 1 in Certified Survey Map recorded in Volume 21, Pages 102-103 as Document No. 1753833, part of Lot 1 in Certified Survey Map recorded in Volume 8, Page 323, Lots 1, 9, 10, 11 and Outlots 1 and 5 in the Plat of River Trails, Tract 1 in Certified Survey Map recorded in Volume 5, Page 198 and lands all being part of the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4, and part of the Southwest 1/4 of the Northeast 1/4 all in Section 10; part of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 and part of Government Lot 4 all in Fractional Section 11; part of the Northeast 1/4 of the Northeast 1/4 of Section 15; all of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, all of the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 and all of Government Lots 1, 2 and 3 and part of Government Lot 4 all in Fractional Section 14; part of Government Lot 1 in Fractional Section 23, all in Town 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin bounded and described as follows:
Beginning at the Southwest corner of the Southwest 1/4 of Section 14, thence North 00°25'21" West along the West line of the Southwest 1/4 aforesaid 2655.02 feet to the West 1/4 corner of said Section; thence North 00°25'18" West 2394.66 feet to a point, said point being South 00°25'18" East 260.50 feet from the Northwest corner of the Northwest 1/4 of Section 14; thence North 88°25'50" West 55.03 feet to a point on the West line of C.T.H. "V" said point being 55.00 feet West of as measured normal to the West line of the Northwest 1/4 of Section 14, thence North 00°25'18" West and parallel to said West line

Lies over to June 19th (2/3 vote)

Held to July 17 CC mtg

11/7/17 - Wolf motion to hold

EXHIBIT A

149.44 feet to a point; thence North 53°49'12" West 195.42 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 37.99 feet to a point; thence North 00°23'58" East 300.00 feet to a point; thence North 88°25'50" West 130.00 feet to a point; thence South 00°23'58" West 300.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 170.00 feet to a point; thence North 00°23'58" East 310.00 feet to a point; thence North 88°25'50" West 80.00 feet to a point; thence South 00°23'58" West 310.00 feet to a point on the South line of the Southeast 1/4 of Section 10; thence North 88°25'50" West along said South line 671.60 feet to a point on the East line of Sherwood Forest Estates, a recorded plat; thence North 00°34'26" East along said East line 313.00 feet to a point on the South line of Lot 2 in Sherwood Forest Estates; thence North 89°25'50" West along said South line 129.23 feet to a point on the East line of Sherwood Drive; thence North 00°34'10" East along said East line 140.00 feet to a point on the North line of said Lot 2; thence South 89°25'50" East along said North line 129.23 feet to a point on the East line of Sherwood Forest Estates; thence North 00°34'26" East along said East line 268.08 feet to a point on the South line of Outlot 1, Certified Survey Map recorded in Volume 21, Page 102-103 as Document No. 1753833; thence North 89°25'50" West along said South line 222.65 feet to a point; thence South 59°56'10" West along said South line 66.00 feet to a point; thence North 89°25'50" West along said South line 45.96 feet to a point on the West line of Sherwood Forest Estates; thence South 00°34'10" West along said West line 17.99 feet to a point; thence North 88°31'19" West 966.83 feet to a point on the West line of the Southeast 1/4 of Section 10; thence North 00°37'13" East along said West line 1986.69 feet to the center of Section 10; thence North 00°15'24" East along the West line of the Northeast 1/4 of Section 10 a distance of 1332.63 feet to a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 10, said point also being the South line of lands described in Warranty Deed recorded as Document Number 1225355, Volume 1181, Pages 918-919 and the Southerly corporate limits of the City of Sheboygan; thence South 88°40'25" East along said line 649.17 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°23'33" West along said East line 1331.17 feet to a point on the South line of the Southwest 1/4 of the Northeast 1/4 of Section 10; thence South 00°33'53" West along the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 10 a distance of 1326.55 feet to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 10;

thence South 88°36'49" East along said North line 1294.59 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10; thence South 00°27'16" West along said East line 681.51 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052237; thence South 89°17'42" East along the North line of said lands 367.95 feet to the Northeast corner of said lands; thence South 00°24'04" West 140.47 feet to a point marking the Northwest corner of lands described in Quit Claim Deed Document No. 1052238; thence South 88°26'12" East along the North line of said lands 279.99 feet to a point on the East line of the Southeast 1/4 of Section 10; thence South 00°23'58" West along said East line 181.34 feet to a point on the North line of Tract 1 in Certified Survey Map Volume 5, Page 198; thence South 88°42'12" East along said North line 429.00 feet to a point on the East line of said Tract 1; thence South 00°23'58" West along said East line 231.73 feet to a point on the North line of the Plat of River Trail, a recorded plat; thence South 88°39'06" East along said North line 904.00 feet to a point marking the Northeast corner of Lot 9, Plat of River Trail; thence North 00°43'00" East along the West line Plat of River Trail 93.05 feet to a point marking the Southwest corner of Lot 8, Plat of River Trail; thence South 88°37'41" East along said South line and its extension, (said line also being the North line of Lot 1, Plat of River Trail and its extension) 734.81 feet to a meander corner, said point being South 88°37'41" East 111 feet more or less from the thread of Black River; thence North 22°00'00" East along a meander line 508.14 feet to a meander corner on the North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 11, said point being South 88°45'21" East 217 feet more or less from the thread of Black River; thence South 88°45'21" East along said North line 409.00 feet to a point marking the Southwest corner of Lot 19 in Edgewater Beach, a recorded plat; thence South 89°16'46" East along the South line of said Lot 296.14 feet to a point; thence South 01°23'32" East parallel to and 50 feet West of Lot 27 in Timberlake, a recorded plat, 272.76 feet to a point on the North line of Timberlake Road; thence Southwesterly 171.98 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 550.00 feet and whose chord bears South 81°37'16" West 171.28 feet to a point; thence South 00°34'44" West along Timberlake Road 66.00 feet to a point on the South line of said Road; thence Northeasterly 43.00 feet along said South line and arc of a curve, whose center lies to the North, whose radius is 616.00 feet and whose chord bears North 88°34'44" East 43.00 feet to a point on the West line of Lot 26 in Timberlake; thence South 06°58'30" East along the West line

of said Lot 26 and 25 a distance of 310.73 feet to the Southwest corner of said Lot 25; thence South 89°13'44" East along the South line of the Southeast 1/4 a distance of 1616.21 feet to a meander corner, said point being North 89°13'44" West 194 feet more or less from the shore of Lake Michigan; thence South 22°12'00" West along said meander line 4257.36 feet to a meander corner, said point being North 89°02'42" West 357 feet more or less from the shore of Lake Michigan; thence North 89°02'42" West 902.55 feet to a point; thence South 00°17'46" East 684.53 feet to a point on the North line of lands described in Document Number 1964431; thence North 89°21'46" West along said North line 304.57 feet to the Northwest corner of said lands; thence South 00°17'46" East along the West line of said lands 172.14 feet to the Southwest corner of said lands; thence South 89°21'46" East along the South line of said lands 112.12 feet to a point; thence South 00°17'46" East 455.02 feet to a point; thence South 51°00'00" West 1201.92 feet to a point; thence South 87°57'52" West 800.00 feet to a point on the West line on Government Lot 1 in Section 23; thence North 02°02' 08" West along the West line of said Government Lot 800.00 feet to the point of beginning. Including those lands lying between the aforesaid meander line and the thread of Black River. Also including those lands lying between the aforesaid meander line and the shore of Lake Michigan.

Section 2. **Effect of Annexation.** From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Payment to Town of Wilson.** In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 26th Ward and 8th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to

any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

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

FILED
09-19-2017
Sheboygan County
Clerk of Circuit Court
2017CV000490

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff,

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN,

Defendant.

TOWN OF WILSON'S BRIEF IN SUPPORT OF MOTION FOR TEMPORARY INJUNCTION

INTRODUCTION

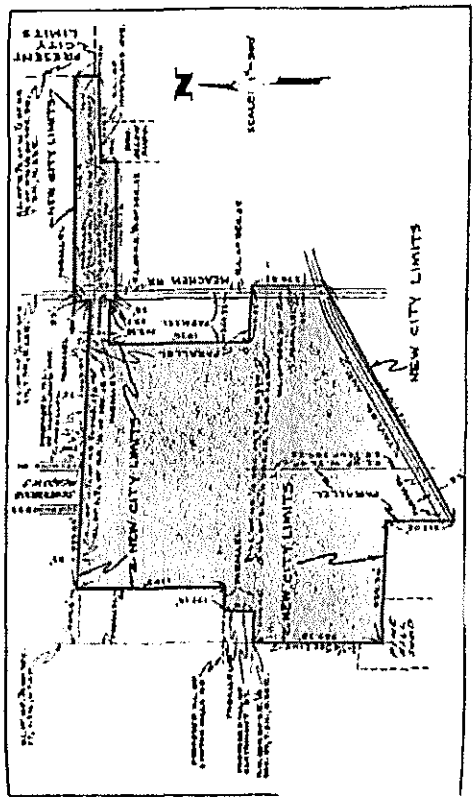
Annexation cases are "textbook" cases for temporary injunctions, and this is such a case. The City of Sheboygan ("Sheboygan") has improperly reached more than a mile beyond its border to annex land in the Town of Wilson (the "Town"). Sheboygan reached deep within the Town's borders to by taking an irregular, "balloon-on-a-string"-shaped annexation, which was contrived solely to "connect" non-contiguous land on which Kohler Co. ("Kohler") wanted to develop a golf course. Sheboygan then immediately rezoned this land to allow Kohler to develop a golf course within Town, circumventing the Town's Board and moving the decision on the golf course to Sheboygan, where Town residents affected by the development have no vote or representation. This development will proceed, and the land will be irreparably altered (without the input or authority of the Town or is residents), unless the Court temporarily enjoins Sheboygan from effectuating the ordinance pending a decision on the annexation's merits.

Under Wisconsin law, annexation cases almost *per se* meet the first three requirements of a preliminary injunction – preserving the *status quo*, avoiding irreparable harm, and the lack of a

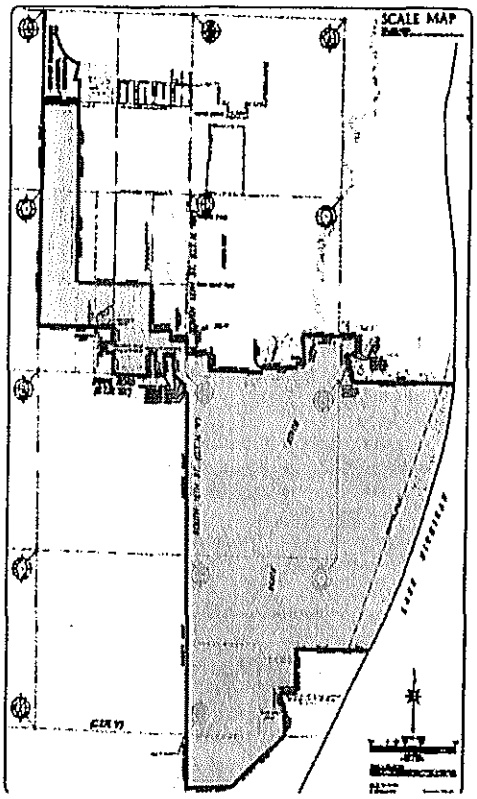
legal (monetary) remedy. There is nothing distinguishing this case from prior cases on these requirements. And, in this case, there is a pre-annexation agreement between Sheboygan and Kohler that creates a virtually-vested contractual for Kohler to develop the land if the city effectuates the ordinance by granting a conditional use permit. Thus, it is "well-nigh an imperative duty of the court" to grant a temporary injunction while it decides whether the annexation was proper in the first place, unless the Town shows no reasonable probability of success on its claim.

Sheboygan's annexation is improper on its face, and the Town has more than a reasonable probability of success of voiding it. An annexation must satisfy all three factors of the so-called "rule of reason" -- (1) it must be contiguous to the city and not irregularly shaped; (2) there must be some reasonable present or demonstrable future need for the annexed property; and (3) no other factors must exist which would constitute an abuse of discretion on the part of the municipality. The Supreme Court's seminal and binding *Mt. Pleasant* decision renders the shape of Sheboygan's annexation invalid on its face -- this type of "balloon-on-a-string" annexation, by which a city takes non-contiguous land (the "balloon") that is "connected" to the city only via a narrow pathway that creates a small border (the "string"), is irrational, non-contiguous and void as a matter of law:

Mt. Pleasant
Rejected "Balloon-on-a-String"



This Case



There is no distinction between these two, virtually-identical "balloon-on-a-string" annexations that would save Sheboygan's attempt to grab this non-contiguous golf course development from the Town.

Sheboygan's annexation also fails the other "rule of reason" requirements. There is no shown "need" for this annexation – since 2014, Kohler has proposed this golf course to the Town, applied for a conditional use permit ("CUP") from the Town, represented the golf course would be served by water infrastructure within the Town, and never raised any concerns about the Town's financial stability or ability to govern this development. To the contrary, as recently as February, 2017, Kohler promised the Town it would complete its CUP to the Town. Kohler's newly-founded "need" for Sheboygan to take over its development is nothing more than an

attempt to circumvent the Town, the Town's citizens, and the Town's ordinances and evaluation of its proposal, in favor of paying Sheboygan to take the land and approve its development.

Sheboygan's annexation also fails the final rule-of-reason requirement, as the facts demonstrate that this annexation is contrived, illegitimate, and an abuse of discretion. Kohler created a "string" to connect its proposed to golf course to Sheboygan by clandestinely purchasing select properties in the Town, renting those properties to its employees or agents, then building the string" around those properties – winding, weaving, and excluding opposition to ensure it controls enough of the "string's" assessed value to force an annexation. And, the facts show an illegitimate "*quid pro quo*" between Sheboygan and Kohler, whereby Kohler subsidizes Sheboygan's future ability to annex Town land by paying for Sheboygan's extension of water systems into the Town, shaping the annexation to create a larger border between the Town and Sheboygan, and paying Sheboygan's attorneys' fees (up to $200,000) to fight any challenges to this annexation. Members of Sheboygan's Common Council have financial and employment ties to Kohler. Not surprisingly, Sheboygan almost immediately approved Kohler's annexation petition and rezoned the land for Kohler's golf course, without any legitimate evaluation of the proposed development.

In sum, Sheboygan's annexation fails the "rule of reason," does not comply with annexation statutes, and improperly circumvents the Town and its citizens. In *Mt. Pleasant*, the Supreme Court warned against these tactics by cities and developers:

> Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Town of Mt. Pleasant v. City of Racine, 24 Wis.2d 41, 48, 171 N.W.2d 757 (1964). And, Kohler itself confirmed the tactic this "balloon-on-a-string" annexation:

> By state law it must be a connection. It could ten feet [wide] or a half mile, it just has to be a connection.

(Business Time Article quoting Dirk Willis, group director of golf for Kohler's Hospitality and Real Estate Group, attached to the Appendix to the Verified Complaint as **Exhibit C**).

In other words, this annexation is a sham. Under established and binding Wisconsin law, the Court should grant the Town's motion for a temporary injunction.

FACTS

The relevant facts are set forth in the Town's Verified Complaint and, for the purposes of brevity, are not repeated here.

ARGUMENT

A court may issue a temporary injunction when the moving party demonstrates four elements: (1) the movant is likely to suffer irreparable harm if a temporary injunction is not issued; (2) the movant has no other adequate remedy at law; (3) a temporary injunction is necessary to preserve the status quo; and (4) the movant has a reasonable probability of success on the merits. *Milwaukee Deputy Sheriffs' Ass'n v. Milwaukee County,* 2016 WI App 56, ¶ 20, 370 Wis.2d 644, 883 N.W.2d 154 (*citing Werner v. A.L. Grootemaat & Sons, Inc.*, 80 Wis.2d 513, 520–21, 259 N.W.2d 310 (1977)). If the first three elements are satisfied, "the complaint states a cause of action, and the motion papers disclose a reasonable probability of plaintiff's ultimate success, it is well-nigh an imperative duty of the court to preserve the *status quo* by temporary injunction." *Shearer v. Congden*, 25 Wis.2d 663, 668, 131 N.W.2d 377, 381 (1964).

The Town's pleadings and motion papers establish every one of these elements, and a temporary injunction should be granted while the Court decides the merits of this case.

I. THE FIRST THREE PREREQUISITES ARE EASILY SATISFIED AND STRONGLY FAVOR A TEMPORARY INJUNCTION.

A temporary injunction is the proper remedy to enjoin enforcement of an annexation ordinance while that ordinance is challenged in litigation:

> ...a trial court in the exercise of its equitable power should not hesitate to preserve the status quo and to restrain the enforcement of the annexation as an incidental remedy in the declaratory judgment action. Such declaration of the status should govern the rights of all parties and the public in relation to the annexation until the final determination on the merits is made. Not only private rights but public rights demand this certainty of status.

Town of Fond du Lac v. City of Fond du Lac, 22 Wis.2d 525, 532, 126 N.W.2d 206 (1964) (emphasis added). This remedy is available to both parties, during trial and on appeal, because preventing either parties' activities on disputedly-annexed land is necessary to preserve the *status quo* until the rights regarding the land are finally determined. *See Town of Mt. Pleasant v. City of Racine*, 28 Wis.2d 519, 137 N.W.2d 656 (1965) (Circuit Court's granting of an injunction pending appeal in an annexation case "was proper in that it was merely preserving the *status quo* as suggested in *Town of Fond du Lac v. City of Fond du Lac.*"); *Town of Fond du Lac*, 22 Wis.2d at 532 (affirming the Circuit Court's temporary injunction restraining enforcement of an annexation ordinance). This flows, in part, from the long-recognized proposition that a town's loss of land is an irreparable injury. *Town of Blooming Grove v. City of Madison*, 275 Wis. 328, 337, 81 N.W.2d 713 (1957) ("[i]njunctive relief may be granted in aid of a declaratory judgment" challenging an annexation, as the "unauthorized dismemberment of the town is an injury to the town's interest. Such injury is of course irreparable").

This case is indistinguishable from the above-cited cases on the issues of *status quo*, adequacy of legal remedy, and irreparable harm. Town of Wilson is seeking to have the annexation ordinance declared invalid and contrary to law. An injunction is necessary to

preserve the *status quo* while this challenge is adjudicated, and to prevent the irreparable harm of the loss and alteration of land within the Town. The Town is unaware of any case law denying injunctive relief on a challenged annexation based on these three elements.

And, lest there is any doubt about the need for an injunction, Sheboygan is moving forward to effectuate the annexation and allow the Kohler development. Sheboygan immediately rezoned the disputedly-annexed land to permit the golf course. On August 17, 2017, Sheboygan's Election Specialist, Sherrill Smith, sent a letter to the Town of Wilson requesting forms and applications for "completing the Annexation Checklist required by the Wisconsin Elections Commission."

Additionally, Kohler has scheduled to commence the clear cutting of coastal forestry that does not comply with the County Shoreland Ordinance. An injunction is the proper remedy to halt these and other activities intended to effectuate the annexation pending the resolution of this lawsuit.

These three factors weigh strongly in favor of a temporary injunction in any annexation case, including this one.

II. THE TOWN HAS A SUFFICIENT LIKELIHOOD OF SUCCESS TO WARRANT AN INJUNCTION TO PRESERVE THE *STATUS QUO.*

Because a temporary injunction will preserve the *status quo* and prevent the irreparable harm, "it is well-nigh an imperative duty of the court" to grant an injunction unless the Town has no reasonable probability of success on the merits. *Shearer*, 25 Wis.2d at 668. The Town has more than enough chance of success to warrant an injunction pending a final resolution of this case, as the City's annexation is an invalid, irregular "balloon-on-a-string" annexation, and because it did not strictly comply with the requirements of the annexation statute.

A. Standards for Review of Annexations.

Annexation procedures in Wisconsin are established by statute. Sheboygan's annexation in this case is a non-unanimous annexation under Wis. Stat. § 66.0217 (3) (2015). With this type of annexation, a city may force an annexation over the objections of some property owners, but only if the annexation is for "contiguous" territory that is supported by a requisite amount of other property owners in the to-be-annexed territory.[1]

Courts must void these types of annexations if they do not strictly comply with the mandatory procedures established by statute. "[S]ubstantial compliance will not save an annexation that is not accomplished in 'strict conformity' with statutory mandates." *Town of Baraboo v. Village of W. Baraboo*, 2005 WI App 96, ¶ 7, 283 Wis. 2d 479, 488, 699 N.W.2d 610, 615 (2005). After an annexation is adopted, a city "cannot correct mistakes" later by "re-enacting correcting ordinances." *Town of Windsor v. Village of Windsor*, 2003 WI App 114, ¶ 15, 265 Wis. 2d 591, 602-03 (2003).

---

[1] The statute provides, in part, as follows:

(3) Other methods of annexation. Subject to ss. 66.0301 (6) (d) and 66.0307 (7), and except as provided in sub. (14), territory contiguous to a city or village may be annexed to the city or village in the following ways:

(a) direct annexation by one-half approval. A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following

1. A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:

a. The owners of one-half of the land in area within the territory.

b. The owners of one-half of the real property in assessed value within the territory.

2. If no electors reside in the territory subject to the proposed annexation, by either of the following:

a. The owners of one-half of the land in area within the territory.

b. The owners of one-half of the real property in assessed value within the territory.

Courts must also void these types of actions if they are otherwise arbitrary and capricious or an abuse of the municipality's discretion, notwithstanding procedural compliance. *Town of Menasha v. City of Menasha*, 170 Wis. 2d 181, 189 (Wisc. App. 1992). To evaluate this, courts apply a three-part "rule of reason":

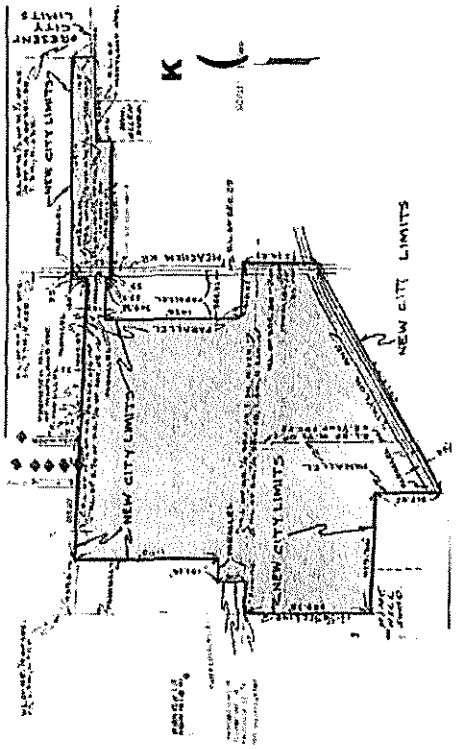
> (1) exclusions and irregularities in boundary lines must not be the result of arbitrariness;
> (2) some reasonable present or demonstrable future need for the annexed property must be shown; and
> (3) no other factors must exist which would constitute an abuse of discretion on the part of the municipality.

Id. at 190. Where the proposed boundaries of an annexation are greatly irregular – for example, shaped as a "balloon-on-a-string" or "gerrymandered" – the shape alone renders the annexation non-contiguous, arbitrary and capricious, an abuse of discretion, and void. *Mt. Pleasant*, 24 Wis.2d at 48; *Town of Menasha* 170 Wis.2d at 197, n. 3; *Town of Baraboo*, 283 Wis.2d at 497-98.

B. This is an improper "Balloon-on-a-String" or "Gerrymandered" Annexation That Fails the Rule of Reason.

1. The Shape of the Annexation Renders It Void.

The seminal case regarding the arbitrariness of "balloon-on-a-string" or "gerrymandered" annexations is *Town of Mt. Pleasant v. City of Racine*. There a private company owned land within the Town of Mt. Pleasant, and which was not contiguous to the City of Racine. *Mt. Pleasant*, 24 Wis.2d at 42-46. At the company's request, the City of Racine attempted to annex Kohler's 145 acres of land via an irregular-shaped parcel, which was "connected" to Racine only by a narrow pathway over 1,700 feet long, and ranging from 152 to 306 feet wide. *Id.* at 43. The Supreme Court embedded this annexation map into its opinion:



Id. (*Mt. Pleasant* annexation map also attached hereto as **Exhibit 1**). It termed this type of annexation a "corridor annexation," "strip annexation," "shoestring," "gerrymander," and "crazy quilt." *Id.* at 46. Subsequent courts, discussing the *Mt. Pleasant* annexation, referred to it as a "balloon on a string," *Town of Waukechon, Shawano County v. City of Shawano*, 53 Wis.2d 593, 597, 193 N.W.2d 661 (1972), or "balloon on a stick." *Town of Baraboo,* 283 Wis.2d at 498.

Whatever the label, the Supreme Court in *Mt. Pleasant* voided the annexation, holding that this shape of annexation violated the first prong of the rule of reason, and was not a "contiguous" annexation under the statute:

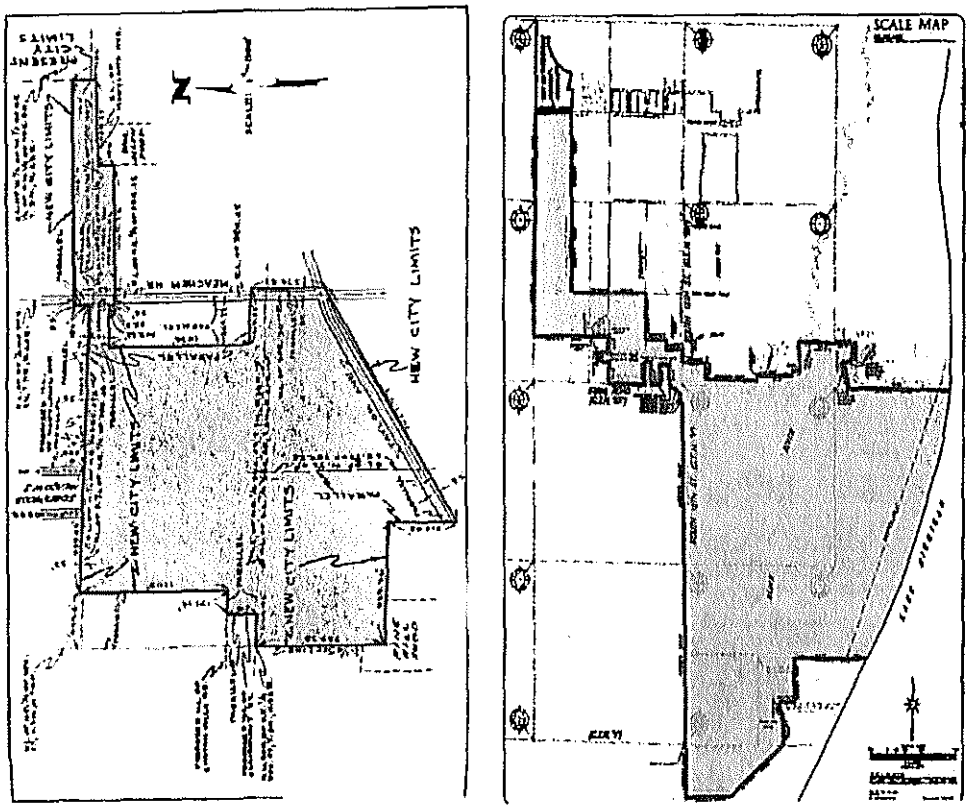
> ...Such a result does not coincide with legislative intent... [A]nd application thereto of the rule of reason... compels us to conclude that the annexation of the area in question does not meet the statutory requirement of contiguity.

Mt. Pleasant, 24 Wis. 2d at 46-47. The Court noted that it was not uncommon for private developers to ask cities to reach into towns in this manner, but that it was improper. *Id.*

Mt. Pleasant has never been overruled, and is the law of this State. Subsequent courts, have further held that an annexation is particularly suspect if its borders have been drawn in an irregular fashion solely for the purpose meeting statutory requirements—for example, when a "string" of land is constructed to include electors in favor of the annexation while excluding neighbors who are opposed, or when the annexation includes properties that do not need municipal services, but are added to the annexation solely to reach the property of the annexation's primary supporter. *See, e.g., City of Beloit v. Towns of Beloit, Turtle & Rock*, 47 Wis. 2d 377, 391, 177 N.W.2d 361, 370 (1970) (holding that an annexation violated the rule of reason and was void; it was "designed solely to assure its success and therefore the annexation is arbitrary and capricious").

There is no material distinction between the annexation in *Mt. Pleasant* and the annexation here. A private party developer—Kohler—petitioned for annexation of land it owns in the Town, on which it wants to develop a golf course. That land is not contiguous with Sheboygan, and is only "connected" to Sheboygan through a "balloon-on-string" configuration that is similar to, but even more extreme than, the *Mt. Pleasant* annexation:

Mt. Pleasant *This Case*



There is no distinction between these two configurations that render Sheboygan's annexation any less arbitrary, capricious, or non-contiguous than the annexation in *Mt. Pleasant*, or remove it from the rule of that case.

To the extent there is any distinction between the two annexations, Sheboygan's is more arbitrary, capricious, and irrational. The *Mt. Pleasant* "string" connected a 145 acre "balloon" to the City of Racine via a relatively straight, albeit narrow, connection; in this case, the "balloon" is larger, and the "string" is just narrow but is longer, is jagged, and avoids other, more straightforward connections to Sheboygan:

	Sheboygan Annexation	Mt. Pleasant Annexation
"Balloon" Size	480 acres (approx.)	145 acres
"String" Length	5,448 feet	1,705 foot
"String" width	As narrow as 190 feet in several locations [See larger maps in appendix]	As narrow as 152 feet in one location

Here, Sheboygan's "string" splits several properties into three parts (city/town/city), and physically divides the northeast portion of the Town, isolating things such as its fire department from the rest of the Town. *Id.* It is irrationally designed solely to make a connection to Sheboygan and support an annexation.

Under the binding *Mt. Pleasant* precedent, this annexation fails the first prong of the rule of reason, and is for that reason alone invalid.

2. The Annexation Does Not Serve a Reasonable Present or Demonstrable Future Need.

The annexed land includes land that has absolutely no need for Sheboygan services, such as previously-developed parcels, fragments of an existing country club, and wetlands that cannot be developed. The Town has had sanitary sewer services available in the annexed territory since 1988, already provides sanitary services to the subdivision immediately north of the "balloon" portion of the annexation, and includes Kohler's territory in the annexation with its Sanitary District #1. The bedrock aquifer in the area allows for both low and high capacity wells in the Town which are sufficient to supply even heavy industry, such as Sigma-Millipore (formerly Aldrich Chemical). And, another golf course, Riverdale Country Club, has operated within the town for over 80 years.

The history of Kohler's proposed golf course itself shows the "needs" are newly-concocted and pretextual. For example, Kohler announced its golf course plans in 2014, applied for a CUP from the Town in 2014, and released plans in 2015 for irrigation and consumptive

water services from wells in the Town. Kohler did not claim a need for Sheboygan's "financial stability" in 2014, 2015, or 2016, or even into 2017, when it was working with the Town on the development. Nor does Sheboygan have a legitimate need for this annexation—this territory was not included in Sheboygan's comprehensive master plan as a target for annexation or development.

The annexation fails the second prong of the rule of reason as well.

3. Other Facts Exist to Demonstrate the Annexation Is Arbitrary and Capricious, and an Abuse of Discretion.

Aside from the annexation's irregular shape and the lack of need for it, there are other facts to show how, and to what extent, this annexation is arbitrary and capricious, and an abuse of discretion. Beyond its simple dimensions, the path of the "string" is, as in the *City of Beloit* annexation, entirely illogical and arbitrary:

- The "string" starts by appropriating two holes of the Riverdale Country Club, whose owners oppose the annexation and did not sign the petition;
- The "string" then proceeds to capture some vacant wetland, and moves further to take portions of additional golf holes from the existing Riverdale Country Club, before hopscotching east over or around several properties;
- Finally, the "string" includes a large portion Kohler-Andrae State Park, before it at last reaches its ultimate goal – the Kohler property on the shore of Lake Michigan.

Beyond what is obvious from the shape (as in *Mt. Pleasant*) and the irrational property inclusion and exclusion (as in *City of Beloit*), Kohler's own statements note the annexation was designed to create a bare minimum connection to Sheboygan to support an annexation: "By state law it must be a connection. It could ten feet [wide] or a half mile, it just has to be a

connection." (Business Time Article quoting Dirk Willis, group director of golf for Kohler's Hospitality and Real Estate Group, attached to the Appendix to the Verified Complaint as **Exhibit C**).

Kohler only managed to comply with the statutory requirements for annexation by gerrymandering the string to include two renters who were placed by Kohler in two Kohler-owned residences for the sole purpose of serving as electors to achieve the annexation. Furthermore, the annexation includes a large portion of state park land which is not represented by either electors and does not add assessed value, but was only included to provide a connection to additional Town land to the west of Sheboygan for additional annexation efforts. This is contrary to the intent of the statute which is to seek adequate representation of the land and the residents affected by the annexation.

This annexation is not even consistent with standards usually imposed by the DOA. For example, the DOA rejected a City of Stevens Point annexation in 2012, stating:

> The proposed annexation submitted to our office on September 26, 2012, has been reviewed and found, in the Department's opinion, to be against the public interest.
> We recognize the City's desire to create a commerce center in this area ***which is consistent with its development strategy*** and would be a benefit for the region....
> In determining whether an annexation is in the public interest, s. 66.0217(6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and ***the homogeneity of the territory with the annexing village or city*** and any other contiguous village or city..." so as unincorporated land transitions to city or village status, the resulting boundaries are rationale and easy for jurisdictions and residents to follow.
> In this case, the chosen configuration of this annexation leave a 40-acre parcel of land in the Town of Plover which is connected to the rest of the town by a 15' foot strip of town land, over one-quarter of mile in length. The parcel is essentially surrounded by the City of Stevens Point ***creating a functional town island***. It results in boundaries that are difficult for both the City and the Town to administer, for state, federal, and regional jurisdictions to follow, and for local residents and businesses to understand. ***The shape of the annexation cannot be said to be compact or rational in shape or to be homogeneous with the boundaries of the existing City*** and does not coincide with the intent of ch. 66, Wis. Stats.

> Annexations that create these types of municipal boundaries, while seemingly harmless by themselves, result in problematic municipal boundaries that are haphazard, confusing, inefficient to serve, and very difficult to correct.

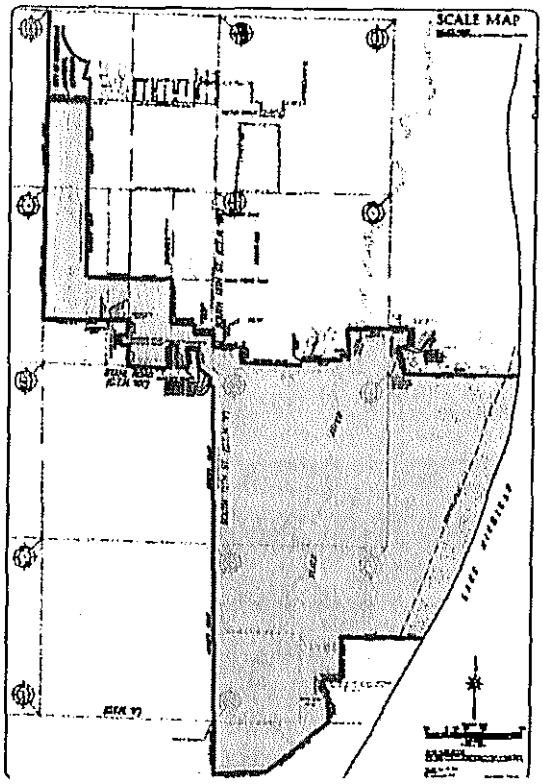
(DOA Decision on Petition File No. 13631, attached to the Appendix to Complaint as **Exhibit D** (emphasis added)). The concerns expressed by the DOA in that matter track the Wisconsin annexation statutes, and each policy issue expressed their weighs against annexation here.

These above-emphasized factors even more warrant a rejection here. This annexation is not consistent with any development strategy—Sheboygan never targeted this annexation land for development in its master development plan. It is not homogenous with Sheboygan or, in particular, the *de minimus* portion of Sheboygan it borders—the annexation is comprised of largely rural land, undeveloped wetland, forests and other natural land. This annexation creates a functional Town island—it separates a portion of the Town, including its Fire Department, from the rest of the Town. This annexation is, as discussed above, not "compact or rational in shape"—it is an improper "balloon-on-a-string" and "gerrymandered" shape that stretches more than a mile to reach its desired, Kohler-owned land proposed for the golf course.

Under the rule of reason, Sheboygan has a reasonable probability of success on the merits, and an injunction is proper.

4. **Conclusion.**

This annexation fails all of the rule of reason factors but, in this case a picture is worth much more than a thousand words:



It is difficult to realistically fathom an annexation more analogous to *Mt. Pleasant* than is this one; in fact, the shape and contents of Sheboygan's annexation is self-evidently more egregious than was the annexation the Supreme Court invalidated in that case. The binding precedent of *Mt. Pleasant* alone provides the Town with more than a reasonable probability of success on the merits to warrant a temporary injunction.

1. Sheboygan Did Not Receive DOA Certification of the Annexation's Population.

The annexation statutes require a city to include in its Petition the DOA's certification of the population in the annexed territory, unless the city presents a federal census count of the population for that territory:

> An annexation petition under this section shall state the purpose of the petition, contain a legal description of the territory proposed to be annexed and have attached a scale map. The petition shall also specify the population of the territory. In this paragraph, "population" means the population of the territory as shown by the last federal census, by any subsequent population estimate certified as acceptable by the department or by an actual count certified as acceptable by the department.

Wis. Stat. § 66.0217(5)(a) (2015).

The Town is unaware of any federal census specific to the annexed territory that was used in the annexation petition, and nor was there any population estimate or actual population count certified by the DOA. This is a failure to strictly comply with the annexation statutes, and renders the annexation void. *See Town of* Windsor, 2003 WI App at ¶ 14 (requiring strict compliance with annexation statutes).

CONCLUSION

Annexations like this should be enjoined until the Court decides the case on the merits. This annexation is substantively and procedurally improper, and the Town has more than a sufficient reasonable probability of success on the merits to warrant a temporary injunction. The Court should grant the Town's Motion for a Temporary Injunction.

Dated this 18th day of September, 2017.

SORRENTINO BURKERT RISCH LLC

By: _____

Michael D. Huitink
State Bar No. 1034742
675 N. Barker Road, Suite 300
Brookfield, WI 53045
Phone: (262) 513-3315
Fax: (262) 513-3318
Email: MHuitink@sbrlaw.us

Co-Counsel:
TIERNEY & CORREA, P.C.
Robert Zeinemann
State Bar No. 1042940
Michael Tierney
(pro-hac vice motion to be filed)
719 Second Avenue
Suite 701 Millennium Tower
Seattle, WA 98104
Phone: (206) 232-3074
Fax: (206) 232-3076
Email: Zeinemann@tierneylaw.com

Attorneys for Plaintiff, Town of Wilson

VI

R. C. No. ___ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance Personnel
2018 2019

_____ _____

_____ _____

_____ _____

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

3.5

R. O. No. 242 - 17 - 18. By CITY CLERK. December 4, 2017.

Submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan.

Finance + Personnel.
Finance + Personnel
& new Council

CITY CLERK

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8TH STREET
BENTONVILLE, ARKANSAS 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:
Case Code: 30301
(Money Judgment: Over $10,000)

Process Server
Date 11/30/17 Time 11:10 A.M. - P.M.
Served Upon Susan Richards
828 Center Ave, Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose

address is 615 N. Sixth Street, Sheboygan, Wisconsin 53081-4612, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:
Electronically signed by Russell J. Karnes
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440

NATIONAL TRIAL COUNSEL
Robert A. Hill (Minn. Lic. #217165)
ROBERT HILL LAW, LTD
1339 County Road D East
Maplewood, MN 55109
(952) 426-7373 – Phone
bob@roberthilllaw.com

civil/Walmart – City of Sheboygan/P//2017/Summons

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8th STREET
BENTONVILLE, AR 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:
Case Code: 30301
(Money Judgment: Over $10,000)

COMPLAINT

Plaintiff Wal-Mart Stores, Inc. ("Walmart"), by its undersigned counsel, Christopher L. Strohbehn and Russell J. Karnes, Gimbel, Reilly, Guerin & Brown LLP, and Robert A. Hill and Robert Hill Law, Ltd., for its complaint against Defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under WIS. STAT. §74.37(3)(d), for a declaration by this court that the 2017 fair market value with respect to the parcel of real property in the City known as parcel # 59281479120 ("the Property"), is no more than $9,689,490, and, if

necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2017, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue within the City.

4. The Property is located at 3711 S Taylor Drive within the City.

Background Facts

5. The 2017 Total Estimated Fair Market Value ("EFMV") of the property was set by the City Assessor's office at $13,265,000.

6. Walmart timely filed an objection to the 2017 assessment of the Property with the City's Board of Review ("BOR") pursuant to WIS. STAT. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of WIS. STAT. §70.37(3). See attached Exhibit "A".

7. Based on the BOR's Waiver determination, WIS. STAT. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was received by Walmart's agent-in-fact, Paradigm Tax Group, on September 28, 2017.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The fair market value of the Property as of January 1, 2017 was no higher than $9,689,490.

10. The 2017 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2017 was excessive.

11. Upon information and belief, the 2017 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

12. Walmart is entitled to a refund of 2017 as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Declaratory Judgment

13. The allegations of paragraphs 1-12 are incorporated as if fully re-alleged herein.

14. As alleged above, the City's BOR delegated its authority to determine the 2017 EFMV for the Property to this court for its determination.

15. An actual and justiciable controversy exists as to Walmart's right to a reduction in its 2017 EFMV as set forth in WIS. STAT. §70.47.

16. Walmart seeks a declaratory judgment construing WIS. STAT. §70.47 to mandate a reduction in its 2017 EFMV for the Property from $13,265,000 to $9,689,490, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

17. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this court may make an administrative determination of the EFMV for the Property.

WHEREFORE, plaintiff Walmart, seeks the following relief:

A. A determination that the total estimated fair market value of the Property as of January 1, 2017 was no higher than $9,689,490.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:
Electronically signed by Russell J. Karnes
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue
Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440

DOCUMENT DRAFTED BY
NATIONAL TRIAL COUNSEL
Robert A. Hill (Minn. Lic. #217165)
ROBERT HILL LAW, LTD
1161 Wayzata Blvd E, #399
Wayzata, MN 55391
(952) 426-7373 – Phone
bob@roberthilllaw.com

civil/Walmart – City of Sheboygan/P//2017/Complaint

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality		County	
City of Sheboygan		Sheboygan	
Requestor's name		Agent name *(if applicable)* *	
Wal-Mart Stores Inc.		Brendan Douyilliez/Robert Hill	
Requestor's mailing address		Agent's mailing address	
P.O. Box 8050 Bentonville, AR 72712		Paradigm Tax Group 30 N. LaSalle #3520 Chicago, IL 60602	
Requestor's telephone number	☒ Land Line ☐ Cell Phone	Agent's telephone number	☒ Land Line ☐ Cell Phone
(479) 204 - 3835		(312) 252 - 0322	
Requestor's email address		Agent's email address	
brandon.caplena@walmart.com		bdouyilliez@paradigmtax.com	

Property address	
3711 S. Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number	
59281479120	
Taxpayer's assessment as established by assessor – Value as determined due to waiving of BOR hearing	
$ 13,265,000	
Property owner's opinion of value	
$ 9,189,490	
Basis for request	
Take matters directly to Circuit Court	
Date Notice of Intent to Appear at BOR was given	Date Objection Form was completed and submitted
6-13-17	6-13-17

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Requestor's/Agent's Signature

***If agent, attach signed Agent Authorization Form, PA-105**

Decision

☑ Approved ☐ Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for Waiver of BOR hearing at their June 21, 2017 meeting.

Kenneth King
Board of Review Chairperson's Signature

-for- Tracy Richards, Secretary

6/21/17
Date

☑ Taxpayer advised 9/28/17
Date

EXHIBIT
A

STATE OF WISCONSIN	CIRCUIT COURT	SHEBOYGAN COUNTY

Wal-Mart Stores, Inc. vs. City of Sheboygan

Electronic Filing Notice

Case No. 2017CV000616
Class Code: Money Judgment

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000616 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 4a1755

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

11-22-2017
Date

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 251-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving; recommends referring to Finance and Personnel Committee of the new council.

Finance Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

3.5

R. O. No. 251 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving.

Finance + Personnel

Finance + Personnel
& Common Council

CITY CLERK

Claim 24-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Alicia Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy

Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00p
2

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Alicia Kraemer, an adult, residing at 828 N. 10th Street Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Alicia Kraemer, an adult resident of the City of Sheboygan, residing at 828 N. 10th Street Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53081.

2. That Alicia Kraemer, sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle resulting in Mr. Shaw rear ending Ms. Kraemer's vehicle causing her to strike the vehicle in front of her.

3. That a proximate cause of said injuries was the negligence of the City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Alicia Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses, loss of earnings, and damage to her property.

5. That the undersigned is one of the attorneys for Alicia Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission ~~is permanent~~ or expires on 5 January.

Claim # 24-17

JAN 22 '18 PM 1:45

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* MICHAEL J. RYAN
*† LINCOLN K. MURPHY
*JEREMY T. CHAVEZ
* DANIEL E. MEYLINK

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

January 16, 2018

Via Certified Mail

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Former Client: Alicia Kraemer
Accident of: October 4, 2017

Dear Ms. Richards:

Please be advised that our firm no longer represents Alicia Kraemer, with regard to the above matter. We are maintaining a lien for our attorney fees. Additionally, we are maintaining a separate lien for our costs. Prior to settlement, please call to confirm our final costs. We demand to be named on any settlement drafts.

If you have any questions please call me. Thank you.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy
Lincoln K. Murphy

LKM/to

Cc: Alicia Kraemer

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 252-17-18 by City Clerk submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

3.4

R. O. No. 252- 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in.

Finance + Personnel

Finance + Personnel & new Council

CITY CLERK

Claim 23-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Gavin Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy

Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00P

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Gavin Kraemer, a minor, residing at 828 N. 10th St., Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Gavin Kraemer, an minor resident of the City of Sheboygan, residing at 828 N. 10th St Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53227.

2. That Gavin Kraemer sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle, resulting in Mr. Shaw rear ending the vehicle Gavin Kraemer was a passenger in.

3. That a proximate cause of said injuries was the negligence of City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Gavin Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses.

5. That as a result of the aforestated incident and negligence, Alicia Kraemer, as mother of Gavin Kraemer, incurred, and will in the future continue to incur, medical expenses, and further has suffered, and will in the future suffer, the loss of society and companionship of her child Gavin Kraemer.

6. That the undersigned is one of the attorneys for Gavin Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

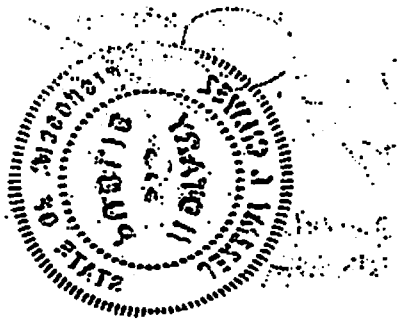
GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission is permanent or expires on is permanent.



JAN 22 '18 PM 1:45

Claim # 23-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* MICHAEL J. RYAN
*† LINCOLN K. MURPHY
*JEREMY T. CHAVEZ
* DANIEL E. MEYLINK

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

January 16, 2018

Via Certified Mail

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Former Client: Gavin Kraemer
Accident of: October 4, 2017

Dear Ms. Richards:

Please be advised that our firm no longer represents Gavin Kraemer, with regard to the above matter. We are maintaining a lien for our attorney fees. Additionally, we are maintaining a separate lien for our costs. Prior to settlement, please call to confirm our final costs. We demand to be named on any settlement drafts.

If you have any questions please call me. Thank you.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy

LKM/to

Cc: Alicia Kraemer

VII

R. C. No. ___ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 257-17-18 by City Clerk submitting a Summons and Complaint in the matter of Cheryl H. Bilgrien vs City of Sheboygan; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018 2019

_____ _____

_____ _____

_____ _____

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

3.1

R. O. No. 257 - 17 - 18. By CITY CLERK. January 2, 2018.

Submitting a Summons and Complaint in the matter of Cheryl H. Bilgrien vs City of Sheboygan.

Finance/Personnel
Finance+Personnel
& new Council

CITY CLERK

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

For Official Use

Plaintiff: (Name (first, middle, last), Address, City, State, Zip)

CHERYL H BILGRIEN
9 Seneca trail
Sheboygan WI 53081

☐ See attached for additional plaintiffs

Hon. Angela W. Sutkiewicz

☐ Amended

-vs-

To: Defendant(s): (Name (first, middle, last), Address, City, State, Zip)

832 Center Ave
Sheboygan WI 53081

☐ See attached for additional defendants

Summons and Complaint Small Claims

Case No. 17SC2730

☒ Claim for money ($10,000 or less)	31001
☐ Return of property (replevin)	31003
☐ Eviction	31004
☐ Eviction due to foreclosure	31002
☐ Arbitration award	31006
☐ Return of earnest money	31008
☐ Tort/Personal injury ($5,000 or less)	31010

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described below. If you wish to dispute this matter:

☒ You must appear at the time and place stated.

AND/OR (Clerk will circle one)

☒ You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer

Date JAN - 8 2018 Time 8:30 a.m.

Place to Appear/File an Answer

APPEAR: B-10 Lower Level
ANSWER: Clerk of Circuit Courts Office

ADDRESS FOR BOTH: 615 North Sixth Street
Sheboygan WI 53081

Clerk/Attorney Signature	Date Summons Issued	Date Summons Mailed
Melody Nolop	DEC - 8 2017	DEC - 8 2017

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for: *(Check as appropriate)*

☒ Claim for Money $ 2500.00
☐ Return of Earnest Money ☐ Eviction
☐ Return of property (replevin) *(Describe property in 2 below.)*
(Not to include Wis. Stats. 425.205 actions to recover collateral.)

☐ Tort/Personal Injury $
☐ Eviction due to foreclosure
☐ Confirmation, vacation, modification or correction of arbitration award

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts: *(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)*

1-19-17 Hit Pothole by 2001 Camelot Blvd my tire exploded called city and police no one showed up was left 1½ hrs for tow truck.

☒ **See attached for additional information.** Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

I am: ☒ plaintiff. ☐ attorney for the plaintiff.

Signature of Plaintiff or Attorney	Date	Attorney's State Bar Number
▶ Cheryl Bilgrien	12-7-17	
Plaintiff's/Attorney's Telephone Number	**Law Firm and Address**	
920 627 2783		

State of WISCONSIN
County of SHEBOYGAN
Subscribed and sworn to before me on 12/7/17

Notary Public/Court Official

Name Printed or Typed

My commission/term expires: Deputy Clerk

WI DL

CLERK CIRCUIT COURT FILED 2017 DEC 8 P 2:

received 12-15-17

SC-500, 08/11 Summons and Compliant – Small Claims — Chapter 799, Wisconsin Statutes

This form shall not be modified. It may be supplemented with additional material. SCF-3521

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 263-17-18 by City Clerk submitting a claim from Sheboygan Society Scale Model Railroad engineers, owner of the real estate located at 1001 North 10th Street, Sheboygan, Wisconsin, Tax Parcel No. 59281104660, alleging unlawful tax for the year 2017; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

3.1

R. O. No. 263 - 17 - 18. By CITY CLERK. January 15, 2018.

Submitting a claim from Sheboygan Society Scale Model Railroad engineers, owner of the real estate located at 1001 North 10th Street, Sheboygan, Wisconsin, Tax Parcel No. 59281104660, alleging unlawful tax for the year 2017.

Finance + Personnel

Finance + personnel 2 nov Council

CITY CLERK

JAN 9'18 PM12:01

Claim 25-17

CLAIM FOR RECOVERY OF UNLAWFUL TAXES PURSUANT TO WIS. STAT. §74.35

WHEREAS this claim is in writing;

WHEREAS this claim states the circumstances giving rise to the claim including the basis for the claim as specified in Wis. Stat. §74.33(1)(a)(2)(e);

WHEREAS this claim states as accurately possible the amount of the claim;

WHEREAS this claim is signed by the agent of the owner of the real estate;

WHEREAS this claim is being served on a clerk of a taxation district in a manner described in Wis. Stat. §801.11(4).

WHEREFORE this claim is made on behalf of the Sheboygan Society Scale Model Railroad Engineers, owner of the real estate located at 1001 N. 10th Street, Sheboygan, Wisconsin 53081, Tax Parcel No. 59281104660, Legal Description Volume 1469, Page 519, Original Plat South 90 feet of Lot 7, Block 94, all within the City of Sheboygan County of Sheboygan State of Wisconsin.

WHEREFORE the owner of said property did receive a letter from the City Assessor on October 10, 1997, granting the property tax exemption. See *Exhibit 'A'* attached hereto;

WHEREFORE the City of Sheboygan City Assessor, by letter of February 18, 2009, notified the owner of the said real estate that their exemption would be denied. See *Exhibit 'B'* attached hereto;

WHEREFORE Wis. Stat. §70.11 states in part; "the property described in this section is exempted from general property taxes if the property is exempted under sub.(1),(2),(18),(21),(27), or (30); if it was exempt from the previous year and its' use, occupancy, or ownership did not change in any way that makes it taxable;"

WHEREFORE the property has not changed in ownership, occupancy, or use since it was found to be exempt in 1997;

WHEREFORE Wis. Stat. §70.11 prohibits the redetermination of exempt status without first showing a change in use, occupancy, or ownership of the property;

WHEREFORE the owner of said property claims that the taxes imposed as shown as *Exhibit 'C'* constitute an unlawful tax.

Cardinal Process Service
Sheboygan, WI 53083
Susan Richards, City Clerk
Served City of Sheboygan
By serving Meredith DeBruin City Clerk
On 1-9-18 at 11:55 a.m.
Server

WHEREFORE the owner of said property demands recovery of the unlawful tax and further demands that the property be determined to be exempt in all future years unless and until the ownership, occupancy, or use of the property changes from that ownership, occupancy, or use that existed in 1997.

Dated this 5 day of January, 2018.

Sheboygan Society Scale Model Railroad Engineers

Owner: _____
Jeffrey Klauser, Treasurer

EXHIBIT 'A'

City of Sheboygan
spirit on the lake

October 10, 1997

Sheboygan Society of Scale Model
Railroad Engineers, Ltd.
1001 North 10th Street
Sheboygan, WI 53081-3908

Dear Sirs:

Our office is in receipt of your request for tax exemption of the property owned by Sheboygan Society of Scale Model Railroad Engineers, Ltd. located at 1001 North 10th Street, Sheboygan, WI. Upon review of the property tax exemption request, the property will become exempt as of January 1, 1998.

Sincerely,

Marty Vander Vliet
City Assessor

MVV/ls

OFFICE OF THE
ASSESSOR

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

414/459-3388
FAX 414/459-3967

EXHIBIT 'B'

City of Sheboygan
spirit on the lake

February 18, 2009

Sheboygan Society of Scale Model Railroad Engineerings Ltd.
1001 N. 10th St.
Sheboygan, WI 53081

Re: Parcel No. 104660 (1001 North 10th Street)

Dear Property Owner:

During the course of 2008, the City of Sheboygan - Assessor's Office conducted a city-wide review of all real property exempt from taxation.

Shown below are specific considerations of our review.

- There is no Wisconsin Statute or statutory language that allows for an exemption from property tax based on determinations made by the IRS.
- Under Wisconsin Statutes section 70.11(4), fraternal societies must operate under the lodge system.
- Under Wisconsin Statutes section 70, there is no statutory language that provides a property tax exemption for organizations whose purpose is the historical, technical, and educational aspects of model railroading.

Shown below are general considerations of our review.

- Per the *Wisconsin Property Assessment Manual*, to qualify for exemption as an educational institution the organization must be an educational association engaged in "traditional" educational activities. Furthermore, it must be a type of education which benefits the general public directly and would ordinarily be provided by the government or would in some way lesson the burden of government.
- Property tax exemptions are based on a "theory of mutual consideration."[ii] The taxpaying community relieves an organization of its property tax burden when that organization provides a public benefit." In other words, an organization receives an exemption when it serves a public purpose, and saves the city or state money.[iii] Additionally, an organization can receive special tax treatment only if it takes affirmative steps to distinguish itself from for-profit entities by providing some service to the community as a whole.[iv]
- Under Wisconsin Statue 70.109 exemptions shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption.

OFFICE OF THE
ASSESSOR

CITY HALL
828 CENTER AVE
SHEBOYGAN, WI
53081

920/459-3388
FAX 920/459-0298

City of Sheboygan
spirit on the lake

Based on the above considerations it has been determined that the property located at 1001 N. 10th Street in the City of Sheboygan will no longer qualify for tax exemption effective January 1, 2009. The Assessor's Office will be placing an assessment on this property and a notification of the assessment will be mailed in April 2009.

If you have new information that would support your claim for exemption, please give me a call or provide the information to our office.

Going forward...each assessment year is independent. If you file an exemption request for the assessment year 2010, you need only submit a *Property Tax Exemption Request* form with updates to the information already on file. Keep in mind Wisconsin Statutes require completion of the application form in its entirety to be eligible for exemption from the Wisconsin property tax. The completed form with attachments must be filed with the Assessor's Office by March 1st to be eligible for exemption of the current assessment year. For further information please refer to Stat, Sec. 70.11, and the *Wisconsin Property Assessment Manual* for additional information regarding property tax exemption.

I appreciate your time and attention in this matter.

Respectfully,

David Lutzke
City Assessor

Cc: Juan Perez, City Mayor
Stephen McLean, City Attorney
City Council

OFFICE OF THE ASSESSOR
CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081 –
920/459-3388
FAX 920/459-0298

[i] Univ. of Wis. Med. Found., Inc. v. City of Madison, 2003 WI App 204, ¶ 11, 267 Wis. 2d 504, 671 N.W.2d 292
[ii] Univ. of Wis. Med. Found., 203 WI App 204, ¶ 11.
[iii] Int'l Found. Of Employee Benefit Plans, Inc. v. City of Brookfield, 95 Wis. 2d 444, 455, 290 N.W.2d 720, 725 (Ct. App. 1980), aff'd, 100 Wis. 2d 66, 301 N.W.2d 175 (1981).
[iv] Deutsches Land, 225 Wis. 2d at 80-85, 591 N.W.2d at 589

EXHIBIT 'C'

REAL ESTATE PROPERTY TAX BILL FOR 2017

Bill #: 52579
Parcel #: 59281104660
Alt. Parcel #:

SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

CITY OF SHEBOYGAN

To view payments, property information and maps go to treasurer.sheboygancounty.com

Total Due For Full Payment
By January 31, 2018
$1,129.31
-- OR --
Pay First Installment
By January 31, 2018
$564.66

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
NANCY BUSS, FINANCE DIRECTOR
828 CENTER AVENUE
SHEBOYGAN WI 53081
920-459-3311

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th Street, Sheboygan	
		3220 S Business Drive, Sheboygan	Closed 11/23/17, 12/25/17,
			01/01/18 and 01/15/18.

Other Drop Off Sites: None.
Drop Box: Box located at the front door to City Hall at 828 Center Avenue in Sheboygan.
Dates Municipality Closed: n/a
Online Payments: www.sheboygancwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
Other Information: Email questions to taxinfo@sheboygancwi.gov
Telephone: 920-763-8758

Property Address
1001 N 10TH ST

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2017
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 52579 SEQ# 1
Correspondence should refer to parcel number
PARCEL#: 59281104660

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
16,200	32,200	48,400	0.9621	16,800	33,500	50,300

☐ A star in this box mea unpaid prior year taxe

Taxing Jurisdiction	2016 Est. State Aids Allocated Tax Dist.	2017 Est. State Aids Allocated Tax Dist.	2016 Net Tax	2017 Net Tax	% Tax Change
STATE OF WISCONSIN			8.24	0.00	-100.0%
SHEBOYGAN COUNTY	1,540,035	1,666,451	267.24	264.65	-1.0%
CITY OF SHEBOYGAN	13,185,046	13,335,856	462.37	470.82	1.8%
SHEBOYGAN	56,504,261	58,520,424	431.81	423.30	-2.0%
LAKESHORE TCDB	2,512,653	2,827,594	39.08	41.33	5.8%
Total	73,741,995	76,350,325	1,208.74	1,200.10	-0.7%
First Dollar Credit			72.96	70.79	-3.0%
Lottery & Gaming Credit					
Net Property Tax			1,135.78	1,129.31	-0.6%

Gross Property Tax	1,200
First Dollar Credit	-70
Lottery Credit	
Net Property Tax	1,129

School taxes reduced by school levy tax credit: $ 100.61

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

SHEB SOCIETY OF SCALE MODEL RR ENGI 1469/519 1303/556 1303/555
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

ORIGINAL PLAT S 90' OF LOT 7
BLK 94

Net Assessed Value Rate (Does NOT reflect credits)
0.024795568

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2018
▶ $ 1,129.31

Warning: If not paid by due dates, installmer option is lost and total tax is delinquent subjec interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:
564.66 DUE BY 01/31/20
564.65 DUE BY 07/31/20

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN	1,074,916.00	22.54	2037

VI

R. C. No. ___ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

3.2

R. O. No. 272 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the real property taxes assessed for the 2017 tax year.

Finance/Personnel
finance personnel
of new Council

CITY CLERK

WIPFLI
CPAs and Consultants

Wipfli LLP
2901 East Enterprise Avenue, Suite 500
Appleton, WI 54913
PO Box 1893
Appleton, WI 54912-1893
920.739.6500
fax 920.739.6707
www.wipfli.com

JAN 30 '18 PM 3:54

Claim 26-17

January 30, 2018

Ms. Meredith DeBruin
City Clerk – City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

Re: Creation and Preservation Partners, Inc.
Tax Bill # 54562
Tax Parcel 59281216522

Dear Ms. DeBruin:

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for the real property taxes assessed to this taxpayer for the 2017 tax year. The claim relates to property that was exempt for the following reasons:

1. The property was exempt from real estate taxes based upon a Property in Lieu of Taxes (PILOT) agreement dated December 6, 2016, between Creation and Preservation Partners, Inc. and the City of Sheboygan (Attachment 1).
2. The City of Sheboygan has already received a PILOT payment for this parcel for 2017 via a net present value payment of $138,663.55, for the fifteen years from 2016 to 2030, on December 6, 2016.
3. A PILOT payment was made for the 2016 property tax year, and no property tax bill was issued for that year (Attachment 2). As a result, Creation and Preservation Partners, Inc. relied on that action as evidence of the exemption being granted on the parcel.
4. The City of Sheboygan failed to notify Creation and Preservation Partners, Inc. by March 31, 2017, that the property no longer qualified for an exemption, as required by part 5 of the PILOT agreement.
5. A property tax exemption request is being submitted to affirm the status granted in the PILOT agreement (Attachment 3)

This claim is being timely filed under **74.35(5)(b),** which states, "A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87."

Creation and Preservation Partners, Inc. paid the first payment of assessed tax for $30,542.94 on January 30, 2018, by check number 1426 (Attachment 4). Therefore, the claim for refund is in the amount of $30,542.94, plus any applicable interest under 74.35(4).

Sincerely,

Wipfli LLP

Daryl L. Ohland
Director – State and Local Taxes

Enclosures

cc: Mr. Mike Grota
Grota Appraisals, LLC
N88 W16573 Main Street
Menomonee Falls, WI 53051

Served on
Ms. Meredith DeBruin
City Clerk – City of Sheboygan

Acknowledgment of receipt:

Ms. Meredith DeBruin

1-30-18
Date

Agent Authorization

for Property Assessment Appeals

If an agent is representing the property owner or municipality, the property owner or municipality must provide prior written authorization for the agent to represent the company or municipality when contacting the reviewing authority.

Section 1: Property Owner and Property Information

Company/property owner name			Taxation district (Check one) ☐ Town ☐ Village ☒ City		County
Creation & Preservation Partners, Inc.			Enter municipality → Sheboygan		Sheboygan
Mailing address			Street address of property		
608 New York Ave			3530 Lower Falls Road		
City	State	Zip	City	State	Zip
Sheboygan	WI	53081-4507	Sheboyan	WI	53081
Parcel number	Phone		Email		Fax
59281216522	(920) 694 - 4554		krenzelmann@jmkac.org		( ) -

Section 2: Authorized Agent Information

Name / title			Company name	
Daryl Ohland			Wipfli LLP	
Mailing address			Phone	Fax
2901 E Enterprise Ave, Suite 500			(920) 832 - 2437	(920) 739 - 6707
City	State	Zip	Email	
Appleton	WI	54913	dohland@wipfli.com	

Section 3: Agent Authorization

Agent Authorized for: *(check all that apply)*

Enter Tax Years of Authorization

- ☐ Manufacturing property assessment appeals (BOA) _____
- ☐ Access to manufacturing assessment system (MAS) _____
- ☐ Wisconsin Department of Revenue 70.85 appeals _____
- ☐ Municipal Board of Review _____
- ☒ Other refund claims / PR-230 — 2017 & 2018

Authorization expires: 12 - 31 - 2019 *(mm - dd - yyyy)*

Send notices and other written communications to: *(check one or both)* ☒ Authorized Agent ☒ Property Owner

Section 4: Agreement/Acceptance

I understand, agree and accept:

- The assessor's office may divulge any information it may have on file concerning this property
- My agent has the authority and my permission to accept a subpoena concerning this property on my behalf
- I will provide all information I have that will assist in the discussion and resolution of any assessment appeal of this property
- Signing this document does not relieve me of personal responsibility for timely reporting changes to my property and paying taxes, or penalties for failure to do so, as provided under Wisconsin tax law
- A photocopy and/or faxed copy of this completed form has the same authority as a signed original
- If signed by a corporate officer, partner, or fiduciary on behalf of the owner, I certify that I have the power to execute this Agent Authorization form

Section 5: Owner Grants Authorization

	Owner name *(please print)*	
Owner Sign Here ▶	Sam Gappmayer	
	Owner signature	
	Company or title: John Michael Kohler Arts Center, Director	Date *(mm-dd-yyyy)*: 01-26-2018

ATTACHMENT 1

PILOT AGREEMENT

Owner: Creation and Preservation Partners, Inc.

Owner Address: 608 New York Avenue, Sheboygan, Wisconsin

Subject Property: See attached Exhibit A.

Subject Parcel Identification Number: (to be assigned in 2017)

This Agreement for Payments In Lieu of Taxes ("PILOT") is made by and between Creation and Preservation Partners, Inc. (the "Owner") and the City of Sheboygan, Wisconsin (the "City"), effective as of December 6, 2016 ("Agreement").

RECITALS

WHEREAS, the Owner is the owner of the property described above as the subject property located in the City, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has determined that, under the facts and circumstances disclosed or known to the City, the Property will, under Owner's ownership and usage, qualify for real and personal property tax exemption under state law (Wisconsin Statutes § 70.11(4)); and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding property tax exemption status, valuable governmental services and benefits will be provided to it, the Property, and occupants thereat, which services and benefits provided, directly or indirectly, relate to health, safety, and welfare, and which, directly or indirectly, positively affect property values and general quality of life within the City, which include but are not limited to: fire and police protection; paved streets and street lights; and snow removal; and

WHEREAS, the Owner wishes to make a PILOT to the City for the Property in recognition of those services and benefits; and

WHEREAS, the Owner and the City have each determined that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The parties acknowledge that the above Recitals are incorporated into and made a part of this Agreement.

2. CITY SERVICES

The City agrees to continue to furnish governmental services and benefits to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated educational, institutional, commercial properties and to inhabitants of the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon the City any additional duties, it being the parties' intent that the City provide public services subject to the same duties and liability and to the same extent as apply to the public generally. Services and benefits included, but not limited by specific enumeration herein, are those typically supported by the property tax, such as fire and police protection, maintenance of public streets and street lights, and snow removal.

3. PILOT PAYMENTS

A. Payment. In recognition of the services outlined in 2 above, for the tax year of 2016, and for the following fourteen (14) tax years, Owner shall pay to the City the amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) per tax year (collectively, the "PILOT Cost"). Notwithstanding any future changes to the City's portion of the net property tax mill rate or the Property's fair market or assessed value, the PILOT shall remain constant at a flat rate of $15,000.00 per tax year for the duration of the PILOT. The parties agree that Owner may elect, and has elected, to pay the net present value (using an 8% discount rate) of the PILOT Cost on the Effective Date of this Agreement. Simultaneous with the execution of this Agreement, Owner has paid to the City the amount of $138,663.55 in full satisfaction of Owner's payment obligations under this Agreement.

B. Use of Payment. The City may use and expend the PILOT hereunder in such manner and for such purposes as the City, in its sole discretion, shall deem necessary and appropriate.

4. EXEMPT STATUS

The City has determined that, if the Owner uses the Property for the purpose described to the City or such other purposes consistent with Wis. Stat. § 70.11 (including but not limited to §70.11(4), (14) and (43)), and which will be affirmed in an application for exemption, the Property will qualify for real and personal property tax exemption under Wisconsin law. The City agrees that, if the areas of the Property eligible for tax exemption are limited, the Owner may designate to the fullest extent allowed by the law, which areas of the Property are to be treated as tax exempt for purposes of this Agreement. The City will not contest such designation of the Owner so long as this Agreement remains in effect. The City agrees to continue to recognize the property tax exempt status of the Property for 2016 and all subsequent years unless there is a change in use of the Property or a change in Wisconsin Statutes that would specifically change the status of the Property from exempt to taxable. The City Assessor may review the

Property's exempt status under Wisconsin Statutes § 70.11 from time to time, with the respective, successive January 1st dates being the reference dates for those exemption reviews, to determine that the ownership or use of the Property or Wisconsin Statutes have not changed. If the City, as a result of those reviews or otherwise, determines that the Property (or a portion thereof) no longer qualifies for exemption from property tax for the year in which the determination is made, (i) the City will provide notice of such determination to the Owner (or it successors or assigns), no later than March 31st of that year, (ii) this Agreement shall be suspended with respect to any years and, if applicable, with respect to any portions of the Property for which exemption no longer applies, (iii) the City shall promptly refund any PILOT payment to Owner (or its successors or assigns) attributable to such periods, and (iv) the appropriate portion of the Property shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by any procedure provided under Wisconsin law for similarly situated property.

5. SPECIAL ASSESSMENTS

While the Property may be subject to special assessments under Wis. Stat. § 66.0701 et seq. (but only to the extent benefited), the parties acknowledge that the Property is not benefited by any current projects in the City as of the date hereof, and, consequently, shall not be subject to any special assessments relating to such public works or improvements.

6. TERM OF AGREEMENT

This Agreement shall be permanent and shall run with the land.

7. AMENDMENT

The City and the Owner, and its successors or assigns, expressly reserve the right to modify, amend or terminate this Agreement from time to time as they shall mutually agree in writing, executed by both parties.

8. TERMINATION

The parties specifically agree and acknowledge that the payment herein is not a general property tax. In the event the Property should ever become subject to and liable for general property taxes, then Owner's obligation to pay the PILOT as herein set forth shall terminate and the City shall reimburse Owner for any amounts of the PILOT that are prepaid.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is duly held by a court of competent jurisdiction to be invalid, including as applied to any circumstance(s) of one or both parties, the remainder of this Agreement or its application to any other circumstance shall not be affected or impaired thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City shall be the governing law with respect to this Agreement.

10. AUTHORITY

The Owner represents and warrants to the City that its agents executing this Agreement have been duly authorized to so execute and to cause the Owner to enter this Agreement. The City represents and warrants to the Owner that the undersigned City officials are duly authorized to execute and to enter this Agreement.

11. PARTIES GOVERNED BY AGREEMENT

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither Owner nor its successors or assigns shall have any liability for obligations accruing under this Agreement with respect to any portions of the Property for any period of time other than during their ownership and/or occupancy.

12. RECORDING

Either party may record a memorandum of this Agreement with the Sheboygan County Register of Deeds.

(signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

By: _____
Name: Michael J. Vandersteen
Its: Mayor

By: _____
Name: Susan Richards
Its: Clerk

ACKNOWLEDGMENT

State of Wisconsin)
)ss.
Sheboygan County)

Personally came before me this 2nd day of December, 2016, Michael J. Vandersteen and Susan Richards of the City of Sheboygan, Wisconsin known to me to be the persons who executed the foregoing instrument and acknowledge that they executed the foregoing instrument as officers of said municipality by its authority.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My commission expires 1/27/18

34269373

Creation and Preservation Partners, Inc.

By: _____
Name: Steven E. Woods
Title: President, Board of Directors

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
Sheboygan County)

Personally came before me this 6 day of December, 2016, Steven E. Woods, President, Board of Directors, of Creation and Preservation Partners, Inc., known to me to be the person who executed the foregoing instrument and acknowledge they executed the foregoing instrument as officers of said corporation by its authority.

NOTARY PUBLIC LEAH R. WYANT STATE OF WISCONSIN

_____
Notary Public – State of Wisconsin
My commission expires Permanent

34269373

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of that Certified Survey Map recorded in Volume 27 of Certified Survey Maps on Pages 215-219 as Document Number 2024388, being part of Government Lots 2, 3 and 4 in Section 28, Town 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin.

ATTACHMENT 2

2016 Real Estate Tax Summary

01/16/2018 09:48 AM
Page 1 Of 1

Parcel #: 59281216522
Alt. Parcel #:

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

Tax Address:
CREATION & PRESERVATION PARTNERS, INC.
608 NEW YORK AVE
SHEBOYGAN WI 53081-4507

Owner(s): O = Current Owner, C = Current Co-Owner
O - CREATION & PRESERVATION PARTNERS, INC.

Districts: SC = School, SP = Special

Type	Dist #	Description
SC	2842	KOHLER SCHOOL
SP	1100	LAKESHORE TCDB

Property Address(es): * = Primary
* 3530 LOWER FALLS RD
3630 LOWER FALLS RD

Legal Description: **Acres:** 30.520
THAT PART LOT 1 27CSM215-219 #2024388 IN S1/2 SEC 21, T15N, R23E AND N1/2 SEC 28, AKA PART GOV LOTS 1,2,3 & 4, T15N, R23E, LYING WITHIN KOHLER SCHOOL DISTRICT.

Parcel History:

Date	Doc #	Vol/Page	Type
12/27/2016	2032672	/	
12/07/2016	2031670	/	
12/07/2016	2031669	/	
12/07/2016	2031668	/	
07/25/2013	1972997	/	
09/16/2011	1930290	/	

more...

Plat: * = Primary
* N/A-NOT AVAILABLE

Tract: (S-T-R 40¼ 160¼ GL)
28-15N-23E

Block/Condo Bldg:

Tax Bill #:	
Land Value	0
Improve Value	0
Total Value	0
Ratio	0.9966
Fair Mrkt Value	0

Net Mill Rate	0.024212981
Gross Tax	0.00
School Credit	0.00
Total	0.00
First Dollar Credit	0.00
Lottery Credit 0 Claims	0.00
Net Tax	0.00

Installments

	End Date	Total
1	01/31/2017	0.00
2	07/31/2017	0.00

	Amt Due	Amt Paid	Balance
Net Tax	0.00	0.00	0.00
Special Assmnt	0.00	0.00	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		0.00	0.00
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	0.00	0.00	**0.00**

Payment History: (Posted Payments)

Date	Receipt #	Type	Amount

Key: Payment Type: A - Adjustment, R - Redemption, T - Tax

Attachment #3

STATE OF WISCONSIN

PROPERTY TAX EXEMPTION REQUEST

Wisconsin Statutes require completion of this form – in its entirety – to be eligible for exemption from the Wisconsin property tax. **Failure to do so may result in denial of exemption.** The completed form and any attachments must be filed with the assessor of the taxation district in which the property is located by **March 1** to be eligible for exemption for the current assessment year. Refer to Stat., Sec. 70.11 and the *Wisconsin Property Assessment Manual* for additional information regarding property tax exemption. If more space is needed for any questions, use the "Additional Information" box on page 4 or attach additional sheets.

SECTION 1 – APPLICANT INFORMATION

1. Applicant Name: Creation and Preservation Partners, Inc. ("CAPP") | Date: 01 / 16 / 2018

2. Applicant is ☐ Sole proprietorship ☒ WI Chapter 181 corporation ☐ WI unincorporated nonprofit association
☐ Other *(please explain)*: WI Nonstock Charitable Corporation

3. Contact person: Kelley Renzelmann
Address: 608 New York Avenue
Sheboygan, WI 53081
Telephone number(s): 920-458-6144
Email: krenzelmann@jmkac.org
Relationship to applicant: Dept Director of JMKAC

4. Registered agent: Steve Woods
Address: 608 New York Avenue
Sheboygan, WI 53081
Telephone number(s): 9204586144
Email: swoods@quasius.com

5. Mailing address and phone number of Applicant if different than Contact Person:

6. Identify each organizational officer, the officer's address, the telephone number and the position held within the requesting organization.

7a. Please identify the use of the property:

☐ Agricultural Fair	☐ Library	☐ Rehabilitation	☐ Fraternity
☐ YMCA/YWCA	☐ Fire Company	☐ Military	☐ Hospital
☐ Cemetery	☐ Lions Camp	☐ Bible Camp	☐ Memorial
☐ Farmer's Temple	☐ Archaeological Site	☒ Art Gallery	☐ Charity
☐ Held for Public Interest	☐ Housing	☐ Disability Camps	☐ Labor Temple
☐ Industrial Development Agencies	☐ Waste Treatment	☐ Radio Station	☐ Medical Research
☐ Sports/Entertainment	☐ Humane Society	☐ Youth Hockey	☐ Theater
☐ Mental/Physical Disabled Camp	☐ Railroad Historic Society	☐ Youth Baseball Association	☐ Benevolent
☐ Local Exposition	☐ Historic/Architectural	☐ Dependent & Development Disability	
☐ Educational	☐ Religious	☐ Professional Sport/Entertainment Stadium	
☐ Women's Club	☐ Historical Society	☐ Other *(please explain in the "Additional information" box on page 4)*	

7b. Identify the precise statutory reference and language supporting the exemption.
WI Statute 70.11(14)

8. State the organization's purpose, mission, and primary goal:
See Additional Information

9. Describe the services provided by the organization:
Conservation, preservation & display of art, Land & Building Mngmnt

10. List the primary beneficiaries of the services:
John Michael Kohler Arts Center ("JMKAC"), members, general public, scholars,students

11. Is there a fee charged, or revenue earned, for services provided? ☐ Yes ☐ No ☒ N/A
If Yes, what is the amount of the fee charged or revenue earned?

12. Do you provide any free service? ☒ Yes ☐ No ☐ N/A
If Yes, explain: Volunteer board support provided to JMKAC, free admission to grounds daily

13. What percent of recipients receive free service (on an annual basis ☒ N/A _____ %

14. Do you provide service to anyone at below market or reduced rates? ☐ Yes ☐ No ☒ N/A
If Yes, explain: May provide scholarships or reduced tour rates to schools or groups

15. What percentage of annual recipients receive services at below or reduced rates? ☒ N/A ____ %

16. Are you under any obligation to provide services to those who cannot pay? ☐ Yes ☒ No ☐ N/A
If Yes, explain:

17. Does Applicant receive any subsidies, grants, or low or no interest loans to operate or otherwise provide its services? If Yes, identify sources and amounts and how monies are applied or used. ☒ Yes ☐ No ☐ N/A

18. How much of Applicant's annual gross income or revenue is derived from donations? $ Varies Annually
What percentage is that of Applicant's total annual income or revenue? ☐ N/A 100 %

SECTION 2 – SUBJECT PROPERTY INFORMATION * ☐ N/A

** If N/A, explain in the "Additional information" box on page 4 of this form.*

19. Property for which exemption is being applied ("Subject Property"):
Address: 3530 Lower Falls Road, Sheboygan, WI 53081
Tax parcel number: 59281216522 Number of acres: 39
Legal description: See Additional Information

20. Estimated fair market value of Subject Property: $ 1,159,269.00
If based on an independent appraisal, identify the appraiser and the purpose of the appraisal below.
Appraiser: Amount paid for land at 12/06/2016 as of / /
Purpose of Appraisal:

21. Owner of Subject Property:
If Owner is different from Applicant, explain and identify the relationship between Applicant and Owner.

22. Date Owner acquired Subject Property: 12/06/2016

23. Person or entity from whom Owner acquired Subject Property: City of Sheboygan

24. Date Owner first began using and occupying Subject Property: / /

25. Date Applicant first began using and occupying the Subject Property: / /

26. Explain precisely how Applicant actually uses the Subject Property:
See Additional Information

27. Explain in detail why Applicant feels the Subject Property qualifies for property tax exemption. Finally, describe precisely how applicant and the Subject Property fit within that statutory language.
See Additional Information

SECTION 3 – TENANT INFORMATION ☐ N/A

28. Identify all persons and entities other than Owner who have the right to use and occupy any part of the Subject Property. Include all tenants, licensees, and concessionaires of the Subject Property. Use the space provided on page 4 or attach additional pages as necessary. For each, include:
a. Name of tenant or occupant.
b. Their mailing address and phone number.
c. Their interest in the Subject Property.
d. A precise and detailed explanation of how they actually use the Subject Property.
e. The date from which they began occupancy of the Subject Property.
f. The monthly rate or fee they pay to use or occupy the Subject Property.
g. An explanation of how rent or other fees they pay to use and occupy the Subject Property are used and applied.
h. The portion of the Subject Property they use or occupy.

Indicate number of users other than owner, if there are no other users, enter "None". Number of other users: 2

29. Identify the percentage of the Subject Property that is used or occupied by persons other than owner. 100 %

30. Was the subject Property used in an unrelated trade or business for which the Owner was subject to taxation under section 511 to 515 of the Internal Revenue Code? If Yes, explain: ☐ Yes ☒ No

SECTION 4 – ATTACHMENTS

31. ATTACH COPIES OF THE FOLLOWING DOCUMENTS:

A. Documents regarding applicant, owner, tenant(s), or occupant(s) of the Subject Property (where applicable):

1. Proof of non-profit status (e.g. Determination Letter under I.R.C. 501(c)(3)).
2. Partnership Agreement, Association Documents, Articles of Incorporation, Charter and By-laws, including any amendments thereto.
3. Latest annual report filed with State Department of Financial Institutions.
4. Curriculum of educational courses offered.
5. Part II of Form 1023 (Application for Recognition of Exemption) filed with the Internal Revenue Service.
6. Form 990 (Return of Organization Exempt from Income Tax).
7. Form 990T (Exempt Organization Business Income Tax Return).
8. Ordination papers for the occupants if the Subject Property is to be considered eligible as housing for pastors and their ordained assistants, members of religious order and communities, or ordained teachers.
9. Leases and subleases affecting the Subject Property or any part thereof, including all amendments thereto.
10. Concessionaire agreements, license agreements, and other documents regarding the use of occupancy of the Subject Property or any part thereof, including all amendments thereto.
11. Covenants, restrictions, rules and regulations (recorded or unrecorded), and all amendments thereto, affecting use or occupancy of the Subject Property or title thereto and all amendments thereto.
12. Mortgages (recorded or unrecorded) affecting the Subject Property.
13. Copy of the documents listed in 1 through 12 above as the same relate to any tenant or occupant of the property.
14. Any other information that would aid in determining exempt status.

B. Documents regarding the Subject Property:

1. Survey of the Subject Property. This includes certified survey maps and subdivision maps and plats.
2. An Appraisal of the Subject Property.
3. Deeds or instruments of conveyance by which organization acquired interest in the Subject Property.
4. Any other information that would aid in determining exempt status.

SECTION 5 – AFFIDAVIT

Under penalties of perjury, I, on behalf of the above-named organization/Applicant, hereby certify that I am authorized to sign and submit this application, and that the information and documents submitted herewith are true and correct to the best of my knowledge and belief.

Title	Telephone	Date
President, Board of Directors	(920) 458 – 6144	1·29·18
Signature	Name *(printed)*	
	Steve Woods	

STATE OF WISCONSIN
COUNTY OF: _____

Subscribed and sworn to before me this _____ day of _____, _____

_____
Notary Public
My Commission expires on _____ *(Seal)*

Note: The following text is an excerpt from Stat., Sec. 70.11. Refer to current Wisconsin Statutes for the complete language or sections applicable to the exemption of property from taxation.

70.11 Property exempted from taxation. The property described in this section is exempted from general property taxes if the property is exempt under sub. (1), (2), (18), (21), (27) or (30); if it was exempt for the previous year and its use, occupancy or ownership did not change in a way that makes it taxable; if the property was taxable for the previous year, the use, occupancy or ownership of the property changed in a way that makes it exempt and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes or if the property did not exist in the previous year and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes. Except as provided in subs. (3m)(c), (4)(b), (4a) (f), and (4d), leasing a part of the property described in this section does not render it taxable if the lessor uses all of the leasehold income for maintenance of the leased property, construction debt retirement of the leased property or both and if the lessee would be exempt from taxation under this chapter if it owned the property. Any lessor who claims that leased property is exempt from taxation under this chapter shall, upon request by the tax assessor, provide records relating to the lessor's use of the income from the leased property.

Additional information:

Section 1, Question #6:
Steve Woods, President - 414 Woodhaven Court, Sheboygan, WI 53081 (920)377-1572
Kathryn Burke, Vice President - 770 N. Merrie Lane, Fox Point, WI 53217 (414)352-7370

Section 1, Question #7b: Exemption for property of any public art gallery used exclusively for art exhibits and for art teaching. Public access to the grounds will be free and public access to the building will be free at least three days a week.

Section 1, Ques tion #8: Charitable and educational purposes to exclusively support the mission of the John Michael Kohler Arts Center to generate a creative exchange between artists and the public.

Section 1, Question #11: JMKAC may charge a fee for certain educational programming. TBD.

Section 1, Question #17: While no current grant funding exists, there is a potential for this source of funding to be requested in the future.

Section 2, Question #19: That Part Lot 1 27CSM215-219 #2024388 I S 1/2 Sec 21, T15N, R23E and N 1/2 Sec 28 AKA Part Gov Lots 1,2,3 and 4, T15N, R23E, Lying within KSD

Section 2, Questions 24 & 25: The land has been vacant during the building design phase with a small area leased by a local farmer until construction begins.

Section 2, Question 26: The land will be home to a 58,000 square foot building currently known as the "Art Preserve". The Art Preserve will exist to preserve and make accessible a dynamic collection of artist-built environments to promote scholarship and the exploration of the human capacity for self-expression. Construction is planned to start in Spring 2018 with an estimated completion date in late 2019. The building will be open to the public in 2020. The John Michael Kohler Arts Center ("JMKAC") will curate all galleries and design the educational programming offered. The conservation, preservation, storage and display of the collection will be done in a matter to support JMKAC's mission to generate a creative exchange between artists and the public.

Section 3, Question 28:
Tenant 1- DeMaster Farms - W2526 Cty Rd K, Cedar Grove, WI 53013 (920)668-6924
Farm two small parcels (less than 13 acres) south of railroad tracks from 03/01/17-12/31/17. $780 annual lease. Lease payment used to partially fund maintenance of the grounds. No lease renewal offered in 2018.

Right to use and occupy property - John Michael Kohler Arts Center - 608 New York Avenue, Sheboygan, WI 53081 (920)458-6144. The building will be used for curated displays of JMKAC and CAPP's collection of objects and archives for artists known as environment builders. This unique collection will be visible for educational and preservation purposes. JMKAC will be curating the galleries and creating the educational programming in the building and on the grounds. JMKAC will have access to 100% of the building and grounds. Any lease payments received would be used solely to maintain the building and grounds, although none are currently planned.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 29 2014

CREATION AND PRESERVATION PARTNERS INC
608 NEW YORK AVE
SHEBOYGAN, WI 53081-4507

Employer Identification Number:
46-1273322
DLN:
17053306320032
Contact Person:
SHERRY Q WAN ID# 31052
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(3)
Form 990 Required:
Yes
Effective Date of Exemption:
October 16, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Specifically, we have determined that you are a Type I supporting organization under section 509(a)(3). A Type I supporting organization is operated, supervised, or controlled by one or more publicly supported organizations.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

CREATION AND PRESERVATION PARTNERS

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Tamera Ripperda

Director, Exempt Organizations

CREATION AND PRESERVATION PARTNERS

This supersedes our letter dated December 2, 2012, which was issued with an incorrect effective date. We have updated our records to reflect the correct effective date, as shown in the heading in this letter.

RECEIVED
OCT 15 2012
WISCONSIN
DFI

STATE OF WISCONSIN
FILED
OCT 16 2012
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLES OF INCORPORATION OF CREATION AND PRESERVATION PARTNERS, INC.

The undersigned, acting as incorporator of a nonstock corporation under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, hereby adopts the following articles of incorporation (the "Articles of Incorporation") for such corporation:

ARTICLE I
Name

The name of the corporation is the Creation and Preservation Partners, Inc. (the "Creation and Preservation Partners").

ARTICLE II
Purposes

The Creation and Preservation Partners is organized and shall be operated exclusively for charitable and educational purposes within the meaning of I.R.C. Section 501(c)(3), and exclusively for the benefit of, to perform the functions of, and/or to carry out the purposes of the John Michael Kohler Arts Center, Inc. (the "Arts Center"), including by the carrying on of such of the Arts Center's programs as the board of trustees of the Creation and Preservation Partners (the "Board of Trustees") and the board of directors of the Arts Center from time to time deem to be suitable and appropriate. The phrase "such of its programs" is meant to include projects and activities that the Arts Center conducts, sponsors, advises, or in which it participates, including, for purposes of illustration only and not in limitation, the preservation and exhibition of vernacular art environments, collections, and performing arts. The Creation and Preservation Partners may carry out its purposes directly or by making gifts, grants, or other payments to the Arts Center in accordance with subsections 181.1302(3) and (4) of the Wisconsin Nonstock Corporations Law. In these Articles of Incorporation, the term "I.R.C." means the Internal

WI - DFI CORP
FILE ID# ➡ C0833335

carried on by a corporation exempt from federal income tax under I.R.C. Section 501(c)(3) or by a corporation, contributions to which are deductible under I.R.C. Section 170(c)(2).

ARTICLE IV
Members

The Creation and Preservation Partners shall have one member, a corporate member, which shall be the Arts Center. Further membership provisions shall be specified in the Creation and Preservation Partners' bylaws (the "Bylaws").

ARTICLE V
Trustees

The affairs of the Creation and Preservation Partners shall be managed by its Board of Trustees, which shall consist of such number of persons as shall be fixed by the Bylaws from time to time, but shall not be less than the number of directors required by the Wisconsin Nonstock Corporations Law, which at the time of execution of these Articles of Incorporation is three (3). The terms of office, qualifications, and method of appointment of the trustees shall be as specified in the Bylaws.

ARTICLE VI
Amendment

These Articles of Incorporation may be amended by the Arts Center as the sole corporate member.

ARTICLE VII
Dissolution

In the event of the dissolution of the Creation and Preservation Partners, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Creation and Preservation Partners, distribute all of the assets of the Creation and Preservation Partners, as the Arts Center directs, exclusively to the Arts Center or to the Arts Center and/or

Sheboygan, Wisconsin 53081-4507. The name of the registered agent at such address is Ruth DeYoung Kohler.

ARTICLE X
Incorporator

The name and address of the incorporator is Ruth DeYoung Kohler, 608 New York Avenue, Sheboygan, Wisconsin 53081-4507.

Executed this 12th day of October, 2012.

October 12, 2012

This document was drafted by:

Norah L. Jones
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4497

STATE OF WISCONSIN
FILED
OCT 16 2012
DEPARTMENT OF
FINANCIAL INSTITUTIONS

BYLAWS
OF
CREATION AND PRESERVATION PARTNERS, INC.

(Adopted October 26, 2012)

ARTICLE I
Offices

Section 1. Registered Office and Registered Agent. The Creation and Preservation Partners, Inc. (the "Creation and Preservation Partners"), shall maintain a registered office and registered agent in the State of Wisconsin. The identity of the registered agent may be changed from time to time by notifying the Wisconsin Department of Financial Institutions pursuant to the provisions of the Wisconsin Nonstock Corporation Law.

Section 2. Principal Office. The Creation and Preservation Partners may have such other offices, either within or without the State of Wisconsin, as may be designated from time to time by resolution of its board of trustees (the "Board of Trustees").

ARTICLE II
Membership

Section 1. Classes of Members. The Creation and Preservation Partners shall have a single class of voting members, and the sole member of that class shall be the John Michael Kohler Arts Center, Inc. (the "Arts Center"). Any reference in these bylaws (the "Bylaws") to the "member" shall be deemed to refer only to the Arts Center unless otherwise specifically provided.

Section 2. Responsibilities and Voting Rights of the Arts Center. The following actions may be taken only by the Arts Center pursuant to a vote of its board of directors:

(a) Appointment of the Trustees of the Creation and Preservation Partners.

(b) Amendment of the articles of incorporation of the Creation and Preservation Partners (the "Articles of Incorporation").

(c) Amendment of these Bylaws.

(d) Merger, consolidation, or dissolution of the Creation and Preservation Partners.

(e) The creation of any subsidiaries or affiliates of the Creation and Preservation Partners.

Section 3. Annual Action of the Arts Center. The Arts Center must take action at least annually to receive the reports set forth in Article IX, appoint Trustees of the Creation and Preservation Partners, and conduct such other business as shall be necessary. The Arts Center also must consider any matter submitted to it for consideration by the Creation and Preservation Partners' Board of Trustees.

Section 3. Appointment and Term.

(a) Method of Appointment. The Arts Center shall appoint the Trustees.

(b) Term of Office. The Trustees shall be classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class to consist of, as nearly as possible, an equal number of Trustees. The Trustees of the first class shall hold office for an initial term of one (1) year, the Trustees of the second class for an initial term of two (2) years, and the Trustees of the third class for an initial term of three (3) years. At the close of each Annual Trustee Meeting, the successors to the class of Trustees whose terms expired that year shall commence to hold office for a term of three (3) years, or until their successors have been appointed and qualified. In the event of an increase in the number of Trustees, the remaining Trustees shall assign the newly created trusteeship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of Trustees.

Section 4. Resignation. A Trustee may resign at any time by filing a written resignation with the Arts Center and by providing notice of such resignation to the Board of Trustees.

Section 5. Removal. A Trustee may be removed from office with or without cause by the Arts Center.

Section 6. Vacancies. In the event a vacancy occurs in the Board of Trustees from any cause, including from an increase in the number of Trustees, an interim Trustee shall be appointed by the Arts Center. An interim Trustee shall serve until a successor is appointed upon the expiration of the term of office for the Trustee who created the vacancy.

Section 7. Annual Trustee Meeting. The annual meeting of the Board of Trustees (the "Annual Trustee Meeting") shall be held at such time and place as the Board of Trustees may determine, for the purpose of electing officers and for transacting such other business as may come before the meeting.

Section 8. Regular Trustee Meetings. The Board of Trustees may provide by resolution for regular or stated meetings of the Board of Trustees (each, a "Regular Trustee Meeting"), to be held at a fixed time and place, and upon the passage of any such resolution such meetings shall be held at the stated time and place without other notice than such resolution.

Section 9. Special Trustee Meetings. Unless otherwise prescribed by the Wisconsin Nonstock Corporation Law, special meetings of the Board of Trustees (each, a "Special Trustee Meeting") may be held at any time and place for any purpose or purposes on call of the President or Secretary. A Special Trustee Meeting shall be called by the Secretary on the request of a majority of the Trustees then in office.

Section 10. Meetings By Telephone or Other Communication Technology.

(a) Any or all Trustees may participate in an Annual, Regular, or Special Trustee Meeting by, or conduct the meeting through the use of, telephone or any other means of

signed by all of the Trustees unless a different effective date is specified in the written consent action.

(b) Use of Electronic Signature. A Trustee may take action by a written consent using an electronic signature if the electronic transmission approving the action includes the signatory's full name in a form intended by the signatory: (a) to serve as his or her signature; and (b) to authenticate the consent. Each electronic signature should be affixed to an e-mail message or other electronic communication that: (i) contains or attaches the written consent action; (ii) includes an affirmative statement (such as "Yes," "I agree," or "I consent"); and (iii) contains a clear reference to the written consent action in the subject line.

Section 15. Compensation. Trustees shall not receive compensation for serving as Trustees or for providing other personal services to the Creation and Preservation Partners. However, Trustees may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Trustees.

Section 16. Conflict of Interest.

(a) Each Trustee shall disclose to the Board of Trustees any conflict of interest or possible conflict of interest whenever the conflict pertains to a matter being considered by the Board of Trustees.

(b) Any Trustee having a conflict of interest on any matter shall leave the room during the discussion and vote on the matter and shall abstain from voting on the matter but may be counted in determining the quorum for the vote on the matter. In addition, he or she shall not use his or her personal influence on the matter, but may briefly state his or her position on the matter and may answer pertinent questions from other Trustees since his or her knowledge may be of great assistance.

(c) The minutes of the meeting involving any such situation shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

(d) If a Trustee is uncertain as to whether he or she has a conflict of interest which requires abstention, or if a Trustee asserts that another Trustee has such a conflict, the Board of Trustees, by majority vote of those present other than the Trustee having the possible conflict, shall decide whether abstention is required. If abstention is required, the affected Trustee shall leave the meeting during the discussion and vote on the matter and shall abstain from voting on the matter.

(e) The Board of Trustees may, in its discretion, adopt a more comprehensive conflict of interest policy to supplement, amend, or supersede this Section 16.

ARTICLE IV
Methods of Giving Notice

Notice of any Annual or Special Trustee Meeting, and any other notice required to be given under the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws may be communicated in person, by telephone, telegraph, teletype, facsimile, or other

Section 6. Compensation. Officers shall not receive compensation for serving as officers or for providing other personal services to the Creation and Preservation Partners. However, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Trustees.

ARTICLE VI
Indemnification

Section 1. Mandatory Indemnification. Creation and Preservation Partners shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Creation and Preservation Partners to provide broader indemnification rights than prior to such amendment), indemnify its Trustees and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Trustee or Officer is a Party because such Trustee or Officer is a Trustee or Officer of the Creation and Preservation Partners. The Creation and Preservation Partners may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Trustees or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Trustee or Officer may be entitled under any written agreement, board resolution, vote of the Arts Center, the Wisconsin Nonstock Corporation Law or otherwise. All capitalized terms used in this Article VI and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Nonstock Corporation Law.

Section 2. Permissive Supplementary Benefits. The Creation and Preservation Partners may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Trustees, Officers, employees or agents, whether or not the Creation and Preservation Partners would be obligated to indemnify or advance Expenses to such Trustee, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Trustees or Officers.

Section 3. Arts Center Approval. The Arts Center must approve any indemnification provided under this Article VI.

Section 4. Chapter 42 Excise Tax. The Creation and Preservation Partners shall not make any indemnification which would give rise to a penalty excise tax under I.R.C. Chapter 42.

ARTICLE VII
Fiscal Year

The fiscal year of the Creation and Preservation Partners shall end on the last day of December in each year.

Partners shall seek the advice of the Arts Center regarding the Creation and Preservation Partners' investment policies, the timing of any grants to the Arts Center or for the benefit of the Arts Center, the manner of making any grants, the selection of recipients of any grants, and in general the use of the income or assets of the Creation and Preservation Partners. The Creation and Preservation Partners and the Arts Center must come to consensus regarding the Creation and Preservation Partners' allocation and use of its income and assets.

ARTICLE X
Amendments

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by the Arts Center. The Arts Center shall notify the Board of Trustees of any such alteration, amendment, or repeal and its effective date.

ARTICLE XI
Definitions

Section 1. Electronic Signatures. Any action required in these Bylaws to be "signed" or to have a "signature" by or of a Trustee shall include an action signed with an electronic signature that is an electronic sound, symbol, or process, attached to or logically associated with a writing and executed or adopted by a person with intent to authenticate the writing.

behalf of the Arts Center and may carry on certain functions or programs currently carried on by the Arts Center or that would otherwise be carried on by the Arts Center if CAPP did not exist. In further support of the Arts Center, CAPP may from time to time make grants to the Arts Center or to other organizations that have purposes or carry on activities that support the Arts Center's tax-exempt charitable and educational purposes.

Attachment V, 3a

Name	*Qualifications* (Resumes available upon request)	*Average Hours Worked*	*Duties*
Steven Woods	Business professional; substantial experience leading charitable organizations; board member of the Arts Center.	5 hours per month	Director & President
Kathryn Burke	Nationally recognized non-profit arts leader; substantial experience leading charitable arts organizations; former chairperson of the Wisconsin Arts Board; former board member of the Arts Center.	5 hours per month	Director, Vice President & Secretary
Marlene Yang	Respected community leader; substantial experience serving as a board member of charitable and educational organizations; board member of the Arts Center; board member of the Kohler School Board of Education.	5 hours per month	Director & Treasurer

Attachment: Part V, Line 5a

CONFLICT OF INTEREST POLICY

(SEE ATTACHED)

- Any other situation that may prevent the trustee, officer, employee, or advisory committee member from acting impartially and in the best interests of CAPP.

In light of CAPP's purpose to make distributions to or for the benefit of the Arts Center, a grant to the Arts Center by CAPP is not considered to create a conflict of interest for any purpose under this Policy.

When in doubt as to the existence of a conflict of interest, individuals should err on the side of disclosure.

The term "Material Financial Interest" means ownership of 10% or more of the equity or profits interests in an entity.

The term "Family Member" means (1) an individual's spouse, domestic partner, ancestor, sibling, child, grandchild, great grandchild, immediate household member; or (2) the spouse of the individual's sibling, child, grandchild, great grandchild, or immediate household member.

The President shall determine the extent to which this Policy shall apply to any other person.

Special Situations

Individuals may be confronted with special situations that are not specifically addressed by this Policy. If any individual has a question as to the proper course of action, the matter should be disclosed to the President or the Board of Trustees. The President or the Board of Trustees, as the case may be, shall determine the appropriate handling of such special situations.

Disclosure Statement and Continuing Obligation

The *Conflict of Interest Disclosure Statement* in the form attached to this Policy shall be submitted to the President or the President's designee annually by each trustee, officer, employee, member of an advisory committee, and any other person determined by the President to be subject to this Policy. Any individual who has an actual or potential conflict of interest as to any proposed grant, transaction, or other matter shall disclose the conflict of interest to the Board of Trustees or relevant committee, as the case may be, before any deliberations on the matter. When in doubt as to the existence of a conflict of interest, individuals should err on the side of disclosure.

All trustees, officers, employees, and members of advisory committees are under a continuing obligation to make full disclosure to the Board of Trustees or relevant committee, as the case may be, of all situations involving either actual or potential conflicts of interest, whenever such situations may arise.

DEALING WITH CONFLICTS

Following an individual's disclosure of an actual or potential conflict of interest, the Board of Trustees or relevant committee, as the case may be, shall determine whether a conflict of interest exists and, if so, shall determine the proper course of action to address the conflict of interest. The proper course of action generally shall include abstention from any vote on the matter by the individual with the conflict of interest. If each of the trustees or members of a committee, as the case may be, has a conflict of interest with respect to a matter to be considered by the Board of Trustees or committee, then the Board of Trustees shall develop an appropriate method of addressing the conflict of interest.

In general, after having fully disclosed any actual or potential conflict of interest, a trustee, officer, employee, member of an advisory committee, or any other individual determined by the President to be subject to this Policy must:

- provide information requested by the Board of Trustees or committee with respect to the conflict of interest;
- leave the room during the discussion and debate on the matter, if so requested by the Board of Trustees or committee;
- leave the room during the vote on the matter, if so requested by the Board of Trustees or committee; and
- abstain from any vote on the matter.

Because grants by CAPP to the Arts Center are not considered to create conflicts of interest under this Policy, a trustee is not required to abstain from the vote on any such grant even if the trustee is a trustee, officer, employee, or other representative of the Arts Center. However, abstention shall be required of an individual who serves as a trustee, officer, employee, or other representative of the Arts Center when CAPP is considering any non-grant transaction (*e.g.*, a lease, contract, or purchase) with the Arts Center.

At all times all individuals affiliated with CAPP shall act in a manner consistent with their fiduciary obligations to CAPP and shall exercise particular care that no detriment to the interests of CAPP (or appearance of such detriment) may result from a conflict between these interests and any personal interests the individual may have.

CREATION AND PRESERVATION PARTNERS, INC.
CONFLICT OF INTEREST ANNUAL DISCLOSURE STATEMENT

To: President, Creation and Preservation Partners, Inc.

As part of its Conflict of Interest Policy (the "Policy"), Creation and Preservation Partners, Inc. ("CAPP"), requires that its trustees, officers, employees, and advisory committee members disclose any actual or potential conflicts of interest. This disclosure statement assists in the implementation of that requirement.

Name: _____

Capacity: _____ Trustee

_____ Officer

_____ Advisory Committee Member

_____ Employee

_____ Other (please describe: _____)

DISCLOSURE

1. These are, to the best of my knowledge, the names of all corporations, companies, firms, or other business enterprises (a) with which I am affiliated (or with which any Family Member* is affiliated) as an employee, officer, director, trustee, or partner; or (b) in which I (or any Family Member*) have an ownership or profits interest of 10% or more if such entity is likely to do business with CAPP. (If none, please check here _____.)

Name of Business or Organization	Position or Relationship

2. I have set forth below any information concerning myself or any Family Member* not requested in the preceding paragraphs which I feel may present an actual or potential conflict of interest. (If none, please check here _____.)

_____
_____
_____
_____

Attachment V, 9

CAPP does not currently have any leases, contracts, loans or other agreements with any organization in which any of CAPP's officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest. However, CAPP may in the future enter into cost-sharing or similar agreements with the Arts Center, which is CAPP's supported organization and which may share officers, directors or trustees in common with CAPP. If CAPP should enter into any such agreement with the Arts Center, the parties will take steps to ensure that the terms of the agreement are reasonable and appropriate given the relationship of the parties and their statuses as organizations described in Code Section 501(c)(3).

Attachment VIII, 4

(a) CAPP intends to conduct a variety of fundraising activities, included those identified in Part VIII, line 4. It intends to raise funds primarily from foundations, individuals, and corporations, but may engage in other fundraising opportunities from time to time. CAPP will register with the State of Wisconsin as a charitable organization that intends to solicit contributions upon receipt of its determination letter from the Service.

(b) CAPP may enter into, but does not currently have, contracts with individuals or organizations to raise funds on behalf of CAPP. To the extent CAPP enters into such agreements, the terms will be negotiated at arm's length and will reflect no more than fair market value.

(c) CAPP may conduct fundraising activities on behalf of the Arts Center, which is CAPP's supported organization. If CAPP does conduct such fundraising, CAPP will comply with the applicable Wisconsin law concerning registration of organizations that solicit charitable contributions.

(d) CAPP intends initially to conduct fundraising in the State of Wisconsin and, upon receipt of its determination letter from the Service, will register there as a charitable organization that intends to solicit contributions.

Attachment VIII, 11

CAPP will accept donations of cash, marketable securities, real property and works of art from its donors, subject to applicable federal and state law. From time to time, CAPP may accept contributions of other types of property, including intellectual property and closely held securities. Any such donations would be accepted only after approval by the Board of Trustees and only to the extent permitted by law.

Attachment VIII, 15

CAPP has a close connection with the Arts Center, which is CAPP's supported organization. The Arts Center currently provides CAPP with office space and administrative support at no cost to CAPP.

Attachment D, II, 1

As set forth in its Articles of Incorporation, attached hereto as Attachment II, 1, CAPP is a Type I supporting organization that has been organized and will be operated exclusively to support the John Michael Kohler Arts Center, Inc. (the "Arts Center"), which is a public charity described in Code Sections 170(b)(1)(A)(vi) and 509(a)(1). As set forth in Article III, Section 3, paragraph 3 of CAPP's Bylaws, attached hereto as Attachment II, 5, the Arts Center will appoint all of CAPP's trustees, thus satisfying the requirements for a Type I supporting organization.

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 5-Domestic Non-Stock Corporation Annual Report

Name of Entity

Search by Entity Name or ID:	CREATION AND PRESERVATION PARTNERS, INC. Entity ID: C083335
Formed under the laws of:	Wisconsin

Registered Agent

Registered Agent Individual:	STEVE WOODS
Name of Entity:	
Address:	608 NEW YORK AVENUE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Principal Office

Address:	608 NEW YORK AVE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081-4507

Directors

Name:	STEVE WOODS
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Officers

Name:	Steve Woods
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Statements

Does the entity have members?	No
Brief description of the nature of business:	Charitable supporting organization for the John Michael Kohler Arts Center
Has the entity entered into any	No

contract, combination in the form of a trust or otherwise, or conspiracy in restraint of trade or commerce?	

Signature

Title:	Officer
Date:	01/17/2018
I understand that checking this box constitutes a legal signature:	Yes
Signatory's Name:	Steve Woods

Contact Information (Optional)

Name:	Dana Furman
Address:	608 NEW YORK AVE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081-4507
Phone Number:	920-694-4529
Email Address:	dfurman@jmkac.org

Endorsement

	FILED
Received Date:	01/17/2018

Form **8879-EO**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2016, or fiscal year beginning _____, 2016, and ending _____ 20____

▶ **Do not send to the IRS. Keep for your records.**

▶ **Information about Form 8879-EO and its instructions is at** *www.irs.gov/form8879eo*

OMB No. 1545-1878

2016

Name of exempt organization

CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number

46-1273322

Name and title of officer

STEVE WOODS
BOARD PRESIDENT

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a,** or **5a,** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b,** or **5b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than 1 line in Part I.

1a	Form 990 check here ▶ [X]	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	3,339,126.
2a	Form 990-EZ check here ▶ [ ]	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	Form 1120-POL check here ▶ [ ]	b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	Form 990-PF check here ▶ [ ]	b	**Tax based on investment income** (Form 990-PF, Part VI, line 5)	4b	
5a	Form 8868 check here ▶ [ ]	b	**Balance Due** (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[X] I authorize WIPFLI LLP to enter my PIN 12345

ERO firm name

Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ Richard T Balge, Treas. Date ▶ 11-3-17
11-10-17

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 39015554403

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ Date ▶ 10/31/17

ERO Must Retain This Form - See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

A For the 2016 calendar year, or tax year beginning and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ termin-ated
- ☐ Amended return
- ☐ Applica-tion pending

C Name of organization
CREATION AND PRESERVATION PARTNERS, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite
608 NEW YORK AVENUE

City or town, state or province, country, and ZIP or foreign postal code
SHEBOYGAN, WI 53081

F Name and address of principal officer: STEVE WOODS
SAME AS C ABOVE

D Employer identification number
46-1273322

E Telephone number
920-458-6144

G Gross receipts $ 3,339,126.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 2012 M State of legal domicile: WI

Part I Summary

1 Briefly describe the organization's mission or most significant activities: TO CARRY OUT THE PURPOSES OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

Activities & Governance	3 Number of voting members of the governing body (Part VI, line 1a)	3	3
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	3
	5 Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	3
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	b Net unrelated business taxable income from Form 990-T, line 34	7b	0.

		Prior Year	Current Year
Revenue	8 Contributions and grants (Part VIII, line 1h)	605,411.	3,335,357.
	9 Program service revenue (Part VIII, line 2g)	0.	0.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	3,769.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	605,411.	3,339,126.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	503,785.	476,665.
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	503,785.	476,665.
	19 Revenue less expenses. Subtract line 18 from line 12	101,626.	2,862,461.

		Beginning of Current Year	End of Year
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	2,170,166.	5,052,406.
	21 Total liabilities (Part X, line 26)	4,275.	24,054.
	22 Net assets or fund balances. Subtract line 21 from line 20	2,165,891.	5,028,352.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer Date

▶ STEVE WOODS, BOARD PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
AMANDA VANNATTA	AMANDA VANNATTA	10/31/17	☐	P00948755

Firm's name ▶ WIPFLI LLP Firm's EIN ▶ 39-0758449

Firm's address ▶ PO BOX 8700
MADISON, WI 53708-8700

Phone no. 608.274.1980

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III X

1 Briefly describe the organization's mission:
CREATION AND PRESERVATION PARTNERS, INC. (CAPP) IS ORGANIZED AND OPERATED EXCLUSIVELY FOR CHARITABLE AND EDUCATIONAL PURPOSES EXCLUSIVELY FOR THE BENEFIT OF, TO PERFORM THE FUNCTIONS OF, AND/OR TO CARRY OUT THE PURPOSES OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ..... ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ..... ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses $ 473,059. including grants of $ 0.) (Revenue $ 0.)
VISUAL ARTS - THE ORGANIZATION ACQUIRED WORKS OF ART TO HOLD AND MAINTAIN IN FURTHERANCE OF THE MISSION OF JOHN MICHAEL KOHLER ARTS CENTER, INC. EXISTING WORKS EXPERIENCED ONGOING CONSERVATION AND PRESERVATION EFFORTS.

4b (Code: _____) (Expenses $ _____ including grants of $ _____) (Revenue $ _____)

4c (Code: _____) (Expenses $ _____ including grants of $ _____) (Revenue $ _____)

4d Other program services (Describe in Schedule O.)
(Expenses $ _____ including grants of $ _____) (Revenue $ _____)

4e Total program service expenses ▶ 473,059.

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No", go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If "Yes," complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI ..... [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	3		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	1b	3		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6		X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses in Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶WI

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [ ] Another's website [X] Upon request [ ] Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ▶

KELLEY RENZELMANN - 920-458-6144

608 NEW YORK AVENUE, SHEBOYGAN, WI 53081

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Sub-total ▶								0.	0.	0.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								0.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3	Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
SCOTT THIEL BUILDERS 709 BIRCH TREE ROAD, SHEBOYGAN, WI 53083	REHABILITATION SERVICES	274,272.

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 1

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ... X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	3,235.		3,235.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	359,131.	359,131.		
12 Advertising and promotion				
13 Office expenses	1,122.	1,112.	10.	
14 Information technology	56.		56.	
15 Royalties				
16 Occupancy	22,964.	22,964.		
17 Travel	11,687.	11,687.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	36.	36.		
23 Insurance	4,996.	4,996.		
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a BUILDING SUPPLIES	73,133.	73,133.		
b LICENSE AND FEES	305.		305.	
c				
d				
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	476,665.	473,059.	3,606.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	3,339,126.
2	Total expenses (must equal Part IX, column (A), line 25)	2	476,665.
3	Revenue less expenses. Subtract line 2 from line 1	3	2,862,461.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	2,165,891.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	5,028,352.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☒ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f)) 14 %

15 Public support percentage from 2015 Schedule A, Part II, line 14 15 %

16a **33 1/3% support test - 2016.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support test - 2015.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

17a **10% -facts-and-circumstances test - 2016.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

b **10% -facts-and-circumstances test - 2015.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1	X	
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		X
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer (b) and (c) below.*	3a		X
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in Part VI when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in Part VI what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.*	4a		X
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		X
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in Part VI.*	6		X
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	7		X
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).*	8		X
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in Part VI.*	9a		X
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in Part VI.*	9b		X
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in Part VI.*	9c		X
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		X
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Name of organization	Employer identification number
CREATION AND PRESERVATION PARTNERS, INC.	46-1273322

Part I **Contributors** (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	RUTH DEYOUNG KOHLER FOUNDATION, INC. 403 RIDGE COURT KOHLER, WI 53044	$ 510,357.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	JOHN MICHAEL KOHLER ARTS CENTER, INC. 608 NEW YORK AVENUE SHEBOYGAN, WI 53081	$ 325,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	RUTH DEYOUNG KOHLER 403 RIDGE COURT KOHLER, WI 53044	$ 2,500,000.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization

CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number

46-1273322

Part III *Exclusively* religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of $1,000 or less for the year. (Enter this info. once.) ▶ $

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a [X] Public exhibition
b [X] Scholarly research
c [X] Preservation for future generations
d [X] Loan or exchange programs
e [ ] Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? [ ] Yes [X] No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? [ ] Yes [ ] No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? [ ] Yes [ ] No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII [ ]

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____ %
b Permanent endowment ▶ _____ %
c Temporarily restricted endowment ▶ _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,902,778.		1,902,778.
b Buildings		719.	90.	629.
c Leasehold improvements				
d Equipment				
e Other				
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				1,903,407.

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*			5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART III, LINE 1A:

IN ORDER TO SAVE IMPORTANT OEUVRES FROM DESTRUCTION, THE ARTS CENTER HAS BUILT A COLLECTION OF OBJECTS AND SITE WORKS THROUGH DONATIONS AND GRANTS. THE OBJECTS ARE REGULARLY EXHIBITED. IN ADDITION, THE ARTS CENTER HAS A COLLECTION OF ARTWORK PRODUCED BY ARTISTS IN ITS ARTS/INDUSTRY PROGRAM.

THE ART CENTER EMPLOYS A CURATOR TO ENSURE THAT THE COLLECTIONS ARE PROTECTED AND PRESERVED.

THE ARTS CENTER DOES NOT CAPITALIZE ITS COLLECTIONS ITEMS ACQUIRED EITHER THROUGH PURCHASE OR DONATION. PROCEEDS FROM DEACCESSIONS OR INSURANCE RECOVERIES ARE REFLECTED ON THE CONSOLIDATED STATEMENTS OF ACTIVITIES

SCHEDULE O
(Form 990 or 990-EZ)
Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990

OMB No. 1545-0047
2016
Open to Public Inspection

Name of the organization
CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number
46-1273322

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

(THE "ARTS CENTER"), INCLUDING BY THE CARRYING ON OF SUCH OF THE ART CENTER'S PROGRAMS. THE PHRASE OF "SUCH OF ITS PROGRAMS" IS MEANT TO INCLUDE PROJECTS AND ACTIVITIES THAT THE ART CENTER CONDUCTS, SPONSORS, ADVISES, OR IN WHICH IT PARTICIPATES, INCLUDING, FOR THE PURPOSES OF ILLUSTRATION ONLY AND NOT IN LIMITATION, THE PRESERVATION AND EXHIBITION OF VERNACULAR ART ENVIRONMENTS, COLLECTIONS, AND PERFORMING ARTS. THE CREATION AND PRESERVATION PARTNERS MAY CARRY OUT ITS PURPOSES DIRECTLY OR BY MAKING GIFTS, GRANTS, OR OTHER PAYMENTS TO THE ARTS CENTER.

FORM 990, PART VI, SECTION A, LINE 6:

THE CREATION AND PRESERVATION PARTNERS SHALL HAVE A SINGLE CLASS OF VOTING MEMBERS, AND THE SOLE MEMBER OF THAT CLASS SHALL BE THE JOHN MICHAEL KOHLER ARTS CENTER, INC.

FORM 990, PART VI, SECTION A, LINE 7A:

THE BOARD OF DIRECTORS OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC. SHALL APPOINT THE TRUSTEES OF THE CREATION AND PRESERVATION PARTNERS, INC.

FORM 990, PART VI, SECTION A, LINE 7B:

THE FOLLOWING ACTIONS MAY BE TAKEN ONLY BY THE JOHN MICHAEL KOHLER ARTS CENTER PURSUANT TO A VOTE OF ITS BOARD OF DIRECTORS: APPOINTMENT OF THE TRUSTEES OF THE CREATION AND PRESERVATION PARTNERS; AMENDMENT OF THE ARTICLES OF INCORPORATION OF THE CREATION AND PRESERVATION PARTNERS; AMENDMENT OF THE BYLAWS OF CREATION AND PRESERVATION PARTNERS; MERGER,

Name of the organization: CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number: 46-1273322

ABSTENTION IS REQUIRED, THE AFFECTED TRUSTEE SHALL LEAVE THE MEETING DURING THE DISCUSSION AND VOTE ON THE MATTER AND SHALL ABSTAIN FROM VOTING ON THE MATTER.

FORM 990, PART VI, SECTION B, LINE 15:

WHEN NECESSARY, THE ORGANIZATION FOLLOWS THE COMPENSATION POLICY OF THE JOHN MICHAEL KOHLER ARTS CENTER, INC. (THE "ARTS CENTER"). THE ARTS CENTER'S HUMAN RESOURCE COMMITTEE REVIEWS THE TOP INDIVIDUALS' SALARIES ANNUALLY AT THE ANNUAL MEETING AFTER REVIEW OF COMPARABLE SALARY MARKET DATA AND A PERFORMANCE DISCUSSION. THE HUMAN RESOURCE COMMITTEE ALSO REVIEWS THE ENTIRE COMPENSATION SYSTEM, WHICH IS DRIVEN BY EXTERNAL MARKET COMPARISONS FOR SIMILAR TYPE AND SIZE ORGANIZATIONS AND INTERNAL EQUITY IF THE SYSTEM IS CHANGED.

THE HUMAN RESOURCE COMMITTEE ANNUALLY REQUESTS PERFORMANCE UPDATES FROM THE DIRECTOR OF KEY LEADERSHIP POSITIONS IN CLOSED SESSION. RETENTION AND SALARY ADJUSTMENTS ARE DONE ON A CASE-BY-CASE BASIS AND ARE FAIRLY UNCOMMON. WHEN DONE, AN EXTERNAL MARKET REVIEW AND INTERNAL EQUITY REVIEW ARE ALSO COMPLETED. ACTIONS OF THE COMMITTEE ARE DOCUMENTED IN THE COMMITTEE MEETING.

FORM 990, PART VI, SECTION C, LINE 19:

THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE UPON REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

CONTRACTOR FEES:

PROGRAM SERVICE EXPENSES 359,131.

SCHEDULE R (Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

▶ Attach to Form 990.

▶ Information about Schedule R (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization

CREATION AND PRESERVATION PARTNERS, INC.

Employer identification number

46-1273322

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	(g) Section 512(b)(13) controlled entity? No
JOHN MICHAEL KOHLER ARTS CENTER, INC. - 39-1085180, 608 NEW YORK AVENUE, SHEBOYGAN, WI 53081	TO ENCOURAGE & SUPPORT INNOVATIVE EXPLORATION IN THE ARTS.	WISCONSIN	501(C)(3)	LINE 7	N/A		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2016

632161 09-06-16 LHA

Part V **Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

			Yes	No
1	During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a	Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity	1a		X
b	Gift, grant, or capital contribution to related organization(s)	1b		X
c	Gift, grant, or capital contribution from related organization(s)	1c	X	
d	Loans or loan guarantees to or for related organization(s)	1d		X
e	Loans or loan guarantees by related organization(s)	1e		X
f	Dividends from related organization(s)	1f		X
g	Sale of assets to related organization(s)	1g		X
h	Purchase of assets from related organization(s)	1h		X
i	Exchange of assets with related organization(s)	1i		X
j	Lease of facilities, equipment, or other assets to related organization(s)	1j		X
k	Lease of facilities, equipment, or other assets from related organization(s)	1k		X
l	Performance of services or membership or fundraising solicitations for related organization(s)	1l		X
m	Performance of services or membership or fundraising solicitations by related organization(s)	1m		X
n	Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n	X	
o	Sharing of paid employees with related organization(s)	1o	X	
p	Reimbursement paid to related organization(s) for expenses	1p	X	
q	Reimbursement paid by related organization(s) for expenses	1q		X
r	Other transfer of cash or property to related organization(s)	1r		X
s	Other transfer of cash or property from related organization(s)	1s		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VII Supplemental Information.

Provide additional information for responses to questions on Schedule R. See instructions.

AGRICULTURAL LAND LEASE

This lease entered into as of the 15 day of March, 2017, between CREATION & PRESERVATION PARTNERS, a supporting organization of the John Michael Kohler Arts Center, hereinafter referred to as "LANDLORD", and DAVID and ELEANOR DEMASTER d/b/a DEMASTER FARMS of Cedar Grove, Wisconsin, hereinafter referred to as "TENANT":

WITNESSETH:

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

two irregular parcels totaling approximately 13 acres as depicted on the attached maps.

2. **TERM**: This lease shall commence on April 1, 2017 and shall terminate on November 30, 2017. However, LANDLORD reserves the exclusive right to terminate in full or in part this lease with 20 days written notice for purposes of facilitating development needs.

3. **RENTAL**: The rental shall be $780.00 per year, payable on or before April 1, 2017.

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

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

6. **ASSIGNMENT AND SUBLETTING**: TENANT may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of LANDLORD, which consent shall be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet.

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

8. **LANDLORD'S ENTRY FOR INSPECTION**: LANDLORD and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552646
June 30, 2010 LTR 4168C 0
39-1085180 000000 00
00044651
BODC: TE

JOHN MICHAEL KOHLER ARTS CENTER INC
608 NEW YORK AVE
SHEBOYGAN WI 53081-4507

10

Employer Identification Number: 39-1085180
Person to Contact: Gregory Renier
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Apr. 09, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1961.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
WASHINGTON 25, D. C.

Original Exemption Letter

IN REPLY REFER TO
T:EO:C 3-17

TAX ID: 39-1085180

Sheboygan Arts Foundation, Inc.
2019 South Ninth Street
Sheboygan, Wisconsin

PURPOSE	
Charitable and Educational	
ADDRESS INQUIRIES & FILE NOTICE WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Milwaukee, Wisconsin	
FORM 990A REQUIRED	ACCOUNTING PERIOD ENDING
[ ] Yes [ ] No	December 31

Gentlemen:

Based upon the evidence submitted, it is held that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code, as it is shown that you are organized and operated exclusively for the purpose shown above. Any questions concerning issues involved under other sections of the Code should be submitted to your District Director.

You are not required to file Federal income tax returns so long as you remain in exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code and are required to file Form 990-T for the purpose of reporting unrelated business taxable income. Any changes in your character, purposes or methods of operation should be reported immediately to your District Director for consideration of their effect upon your exempt status. You should also report any change in your form of ownership. Your liability for filing the annual information return, Form 990A, is set forth above. That return, if required, must be filed after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to your District Director.

Your District Director is being advised of this action.

Subscriptions and membership fees or dues which entitle individuals to any benefits or privileges are not considered to be contributions within the meaning of section 170 of the 1954 Code. (In this connection see Revenue Ruling 54-565, Cumulative Bulletin 1954-2, 95.)

Organization amended
Area - May 24, 1966
1964?

Very truly yours,

T F Wadley

Chief, Exempt Organizations Branch

Internal Revenue Service DEC 9 1982 Department of the Treasury

District
Director

Sheboygan Arts Foundation
608 New York Ave
Sheyboygan, Wi. 53081

Person to Contact: TAXPAYER SERVICE Divisi
Telephone Number: 1-800-652-9062 (TOLL FR
Refer Reply to: EP/EO
Date: DEC 07 1982
Form Number: 990
Period Ended: 7912, 8012
Exempt Status: 501 (c) (3)

We are pleased to tell you that as a result of our examination for the above periods, we will continue to recognize your organization as tax exempt. Your return for the above period has been accepted as filed.

We have indicated below whether there is a change in your liability for the unrelated business income tax as provided by sections 511 through 515 of the Internal Revenue Code.

A. ☒ There is no change.

B. ☐ There is no change; however, income and expenses per Form 990-T were not reported correctly. See the attached schedule.

C. ☐ You will receive an examination report explaining the proposed adjustments.

D. ☐ Attached is an examination report explaining the proposed adjustments.

However, as a result of the examination, we have noted one or more areas that should be brought to your attention. Those which are applicable to you are indicated on the attachment(s) to this letter.

Sincerely yours,

C O Switzer

District Director

Attachment(s)

A. ☐ During the examination, it was determined you did not timely file Forms 940, Employer's Annual Federal Unemployment Tax Return and/or Forms 941, Employer's Quarterly Federal Tax Return, for wages paid to employees. As required by Regulations section 31.6011(a)-3 and 31.6011(a)-4 you are liable for filing Forms 940, 941 and W-2 when wages are paid for services rendered.

B. ☐ Our review of your return, Form 990 (Form 990-PF) and related records, indicated that you did not file Forms 1099. As required by IRC 6041, you are liable for issuing Forms 1099 to recipients of prizes, awards and/or fees of $600 or more during a calendar year. Even though we have secured the above delinquent returns, your organization may be responsible for its filing requirements in subsequent years.

C. ☐ During the examination of your Form 990 (Form 990-PF), it was noted that you combined different sources of income under the line item "Gross Receipts." Although receipts were reported, you should avoid combining dissimilar types of income and reporting the aggregate figure as a single amount. When filing subsequent year returns, indicate each source of income on the appropriate line of your return. (See Box H for explanation)

D. ☐ During the examination of your Form 990 (Form 990-PF), it was noted that some amounts shown on the balance sheet did not reflect the amounts recorded in your books of account. For subequent years, returns should accurately provide figures to avoid possible penalty under IRC 6652(d)(1). (See Box H for explanation)

E. ☐ During the review of your organization, a delinquent Form 990-T, Unrelated Business Income Tax Return, was secured for the year under examination. You are required to file Form 990-T in any year in which you have unrelated business gross income of $1,000 or more as defined in section 1.6012-2(e) of the Regulations. (See Box H for explanation)

F. ☐ During the course of our examination, we secured a Form 990 (Form 990-PF) that was not timely filed. IRC 6652(d) imposes a penalty of $10.00 for each day the return is late unless it can be shown that the failure to file timely was due to reasonable cause.

G. ☐ During the review of your Form 990, it was determined that your organization did not identify its special fundraising activities. When subsequent year returns are filed, you should complete Part I, line 8, of Form 990 stating not only the type of fundraising activities but also the related receipts and expenses. Omitting material information on your Form 990 may subject you to the penalties imposed by IRC 6652(d)(1).

H. ☒ For subsequent years, item 23, page 3, of Part IV of Form 990 should be completed. This requires attaching a schedule of the support received by the foundation from substantial contributors and other disqualified persons.

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
SHEBOYGAN ARTS FOUNDATION, INC.

KNOW ALL MEN BY THESE PRESENTS that the members of Sheboygan Arts Foundation, Inc., a corporation organized under the laws of the State of Wisconsin, of the City of Sheboygan, Sheboygan County, Wisconsin, by the requisite number of votes of the members on April 25, 1995, adopted the following resolution:

RESOLVED THAT pursuant to the Articles of Incorporation and By-Laws of the corporation, the attached Amended and Restated Articles of Incorporation of Sheboygan Arts Foundation, Inc. were adopted.

The number of members of the corporation entitled to vote at the time of the adoption of these Articles of Amendment was 38. 38 members voted for the adoption of the Articles of Amendment to the Articles of Incorporation and 0 voted against such amendment, such vote being the affirmative vote requisite for the adoption of such amendment.

The original Articles of Incorporation were dated the 23rd day of April, 1959, and were filed in the office of the Secretary of State for the State of Wisconsin on the 24th day of April, 1959, and recorded in the office of the Register of Deeds of and for Sheboygan County, Wisconsin on the 27th day of April, 1959 at 10:25 o'clock a.m. in Volume Y of Miscellaneous on pages 534/39 as Document No. 722578.

IN WITNESS WHEREOF, the undersigned, Patricia Reiss, President, and Kathleen Chleborad, Secretary of Sheboygan Arts Foundation, Inc., have hereunto affixed their signatures at the City of Sheboygan, Sheboygan, Wisconsin, this 25th day of April, 1995.

SHEBOYGAN ARTS FOUNDATION, INC.

By Patricia Reiss
President

Countersigned:

By Kathleen Chleborad
Secretary

This instrument was drafted by:
Robert T. Melzer
Rohde, Dales, Melzer, Te Winkle & Gass
607 North 8th Street, 7th Floor
Sheboygan, WI 53081-4556
(414) 458-5501

TO BE RECORDED IN SHEBOYGAN COUNTY

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SHEBOYGAN ARTS FOUNDATION, INC.

THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION supersede and take the place of the heretofore existing Articles of Incorporation of the Sheboygan Arts Foundation, Inc. This Corporation is subject to the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, and all amendments to the Articles of Incorporation are adopted pursuant to that law.

ARTICLE I

The name of the Corporation is Sheboygan Arts Foundation, Inc.

ARTICLE II

The period of existence is perpetual.

ARTICLE III

The purposes for which the Corporation is organized are exclusively aesthetic, educational, and charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law.

ARTICLE IV

The Corporation shall have members as provided for in the Bylaws.

ARTICLE V

These Articles may be amended by resolution setting forth such amendment or amendments adopted at any meeting of the members of the Corporation duly called for that purpose, or at any annual meeting, provided that a statement of the nature of the proposed amendment is included in the notice of the meeting, and shall be adopted upon receiving at least two-thirds (2/3) of the votes entitled to be cast by members present in person, or represented by proxy, at such meeting.

ARTICLE VI

The mailing address and county of the principal office of the Corporation is:

Address: John Michael Kohler Arts Center
608 New York Avenue
Sheboygan, Wisconsin 53081

County: Sheboygan

ARTICLE VII

The name and address of the registered agent of the Corporation is:

Ruth De Young Kohler
608 New York Avenue
Sheboygan, Wisconsin 53081

ARTICLE VIII

The number of directors of the Corporation will be fixed in the manner provided in the Bylaws of the Corporation but will not be less than three and will be elected or appointed in the manner provided in the Bylaws.

ARTICLE IX

The Corporation shall have all corporate powers enumerated in Chapter 181 of the Wisconsin Statutes except as follows:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

2. No substantial part of the activities of the Corporation shall be carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign, including the publishing or distribution of statements, on behalf of any candidate for public office.

3. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by:

A. A corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law; or

B. A corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law.

ARTICLE X

Upon dissolution of the Corporation, the assets remaining after paying or making provision for the payment of the liabilities of the Corporation shall be distributed in a manner determined by the Board of Directors exclusively for the purposes of the Corporation or to one or more organizations which then qualify as exempt under section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal tax code. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the foregoing instrument was executed in duplicate by Sheboygan Arts Foundation, Inc., by its duly authorized officers, this 25th day of April, 1995.

SHEBOYGAN ARTS FOUNDATION, INC.

By: Patricia Reus
President

Countersigned:

By: Kathleen Ehlenfeldt
Secretary

STATE OF WISCONSIN
FILED
AUG 22 1995
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

This instrument was drafted by:

Robert T. Melzer
Rohde, Dales, Melzer, Te Winkle & Gass
607 North 8th Street, 7th Floor
Sheboygan, WI 53081-4556

TO BE RECORDED IN SHEBOYGAN COUNTY

BYLAWS
OF
SHEBOYGAN ARTS FOUNDATION, INC.

ARTICLE I. MEMBERS

Section I.1. Membership.

Any person who shall hold an active membership in the John Michael Kohler Arts Center by virtue of his or her payment of the membership fee, as may be established from time to time by the Board of Directors, shall be a member of the Corporation. Such membership shall entitle the holder thereof to one (1) vote at any meeting of members, so long as he or she is present at those meetings and shall remain in good standing by abiding by the rules and regulations promulgated by the Board of Directors.

Section I.2. Annual Meeting.

The Annual Meeting of the Corporation shall be held in March, April, or May of each year, the exact date and time to be determined by the Board of Directors of the Corporation.

Section I.3. Special Meetings.

Special meetings may be called at any time by the President or a majority vote of the Board of Directors.

Section I.4. Notice of Meetings.

Written notice stating the place, date, and hour of the Annual Meeting or special meeting shall be given or mailed, at least ten (10) days prior to the meeting, to each member entitled to vote at such meeting at his or her address as it may appear in the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U. S. Mail with postage thereon prepaid.

Section I.5. Quorum.

A majority of the members present at any meeting of the membership shall constitute a quorum.

ARTICLE II. BOARD OF DIRECTORS

Section II.1. General Powers.

The affairs of the Corporation shall be managed by its Board of Directors, and all corporate powers shall be exercised by the Board of Directors, except as otherwise expressly required by the Articles of Incorporation, these Bylaws, or by law.

Section II.2. Number and Term of Directors.

The number of directors shall be such number as may be specified by the Board of Directors at a meeting of such Board held at least fifteen (15) days before the date of the Annual Meeting or any special meeting of the members and shall not be less than sixteen (16) nor more than twenty-five (25) members, with all but one (1) being elected for terms of three (3) years. The directors with terms of three (3) years shall be staggered so that one-third of them expires each year. No more than one-half of the retiring directors may succeed themselves on the Board. The Board member with a one (1) year term shall be the General Chairperson of Friends of Art of the John Michael Kohler Arts Center whose term shall be the period he or she serves as Chairperson of Friends of Art. The retiring President of the Corporation shall serve on the Board of Directors as an ex officio member for one (1) year following the expiration of his or her term as President, provided his or her term as a member of the Board has also expired and he or she is not re-elected to the Board.

Section II.3. Election of Directors.

Directors shall be elected by the membership of the Corporation at its regular Annual Meeting. The Nominating Committee shall present a slate of nominees for election as directors. Nominations may also be made by members of the Corporation from the floor. Those individuals who receive a majority of the votes cast by members present and voting shall be deemed elected.

Section II.4. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place, day, and hour as the Board of Directors may designate, and an Annual Meeting of the Board of Directors shall be held immediately after each Annual Meeting of the members of the Corporation.

Section II.5. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons calling the special meeting shall fix the time and place for holding the meeting.

Section II.6. Notice of Meetings.

Notice of any regular meeting of the Board of Directors will be given to each director at least five (5) days before the meeting. The notice must state the place, date, and hour of the meeting but need not state the purpose of the meeting or the business to be transacted. The notice may be given by telephone, delivered personally, or mailed addressed to the director at his or her address as it appears in the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the U. S. Mail with postage thereon prepaid.

Notice of any special meeting will be given to each director at least 24 hours before the meeting. The format of and means of delivering such notice shall be the same as that for regular meetings.

No notice shall be required for the Annual Meeting of the Board of Directors immediately following each Annual Meeting of the members of the Corporation.

Section II.7. Waiver of Notice.

Any director may waive notice of any meeting. A director waives notice of any meeting by attending the meeting, unless the director objects at the meeting to the transaction of any business because the meeting is not lawfully called or convened. A director may also waive any required notice by signing a written waiver of notice containing the same information required for the notice. The director may sign the waiver before or after the meeting.

Section II.8. Quorum.

Any meeting of the Board of Directors at which all of the directors are present shall constitute a legal meeting of the Board. Any regular or special meeting of the Board at which more than one-half (1/2) of the number of members of the Board are present shall constitute a quorum. The directors present at any regularly called meeting may adjourn such meeting to another date even though a quorum is not present.

Section II.9. Manner of Acting.

Each director will be entitled to one vote, and the act of the majority of the directors at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater proportion is required by law, the Articles of Incorporation, or these Bylaws.

Section II.10. Action Without a Meeting.

The directors may take any action without a meeting if all of the directors entitled to vote sign a written consent setting forth the action to be taken.

Section II.11. Telephonic Meetings.

Except as herein provided, the Board of Directors (and any committees thereof) may participate in regular or special meetings by, or through the use of, any means of communication by which (i) all participants may simultaneously hear each other, such as by conference telephone, or (ii) all communication is immediately transmitted to each participant and each participant can immediately send messages to all other participants. Any participant in a meeting by such means shall be deemed present in person at such meeting. Notwithstanding the foregoing, no action may be taken at any meeting held by such means on any particular matter which the President (or chairperson of the committee) determines in his or her discretion to be inappropriate under the circumstances for action at a meeting held by such means, such determination to be made and announced in the notice of such meeting.

Section II.12. Vacancies.

The Board of Directors may fill any vacancy in the Board of Directors by electing a successor to hold office for the unexpired portion of the term.

Section II.13. Compensation.

Directors shall not receive any salaries for their services, provided that nothing herein shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation for such services.

Section II.14. Resignation.

Any director may resign or retire at any time by filing a written notice with the President or Secretary. A resignation shall take effect on the date the notice is received or at any later time if specified in the notice. Unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

Section II.15. Removal.

A director may be removed by a two thirds (2/3) affirmative vote of the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby.

ARTICLE III. OFFICERS

Section III.1. Number.

The officers of the Corporation will be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect or appoint any other officers which it deems necessary for the best interests of the Corporation. When other officers are elected or appointed, they shall have the authority to perform the duties prescribed by the Board of Directors. The same person may hold two or more offices, except the offices of President and Secretary and the offices of President and Vice President. Officers need not be directors.

Section III.2. Manner of Election.

Officers shall be elected annually by a majority vote of the Board of Directors at the regular Annual Meeting of the Board. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as is convenient. Vacancies may be filled, or new offices created and filled, at any meeting of the Board of Directors.

Section III.3. Term of Office.

Each officer shall be elected to a one (1) year term. Officers will hold office until the election of their successors or until their death, resignation, or removal. Officers may be re-elected to serve more than one term. The term of an officer elected to fill a vacancy shall expire at the end of the unexpired term that the officer is filling.

Section III.4. Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed as an officer or agent, with or without cause, by a majority of the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby.

Section III.5. Resignation.

Any officer may resign at any time by filing written notice with the President. A resignation shall take effect on the date the notice is received or at any later time if specified in the notice. Unless otherwise specified, the acceptance of the resignation shall not be necessary to make it effective.

Section III.6. Vacancies.

The Board of Directors may fill any vacancy in an office by electing a successor to hold office for the unexpired portion of the term.

Section III.7. President.

The President shall be the principal executive officer of the Corporation and shall in general implement and supervise all of the business and affairs of the Corporation, subject, however, to the control of the Board of Directors and of any duly authorized committee of the Board of Directors. The President shall have the following powers, duties, and responsibilities:

a. Preside at all meetings of the Board of Directors, when present;

b. Sign, with the Secretary, any instruments authorized by the Board of Directors, unless the law, the Articles of Incorporation, the Bylaws, or the Board of Directors require that the instruments be signed or executed in a different manner; and

c. Perform any other duties incident to the office of President or assigned by the Board of Directors.

Section III.8. Vice President.

The Vice President shall have the following powers, duties, and responsibilities:

a. Perform the duties of the President when the President is absent or unable to act, with all the powers of and restrictions upon the President; and

b. Perform any other duties incident to the office of Vice President or assigned by the President or the Board of Directors.

Section III.9. Secretary.

The Secretary shall have the following powers, duties, and responsibilities:

a. Keep the minutes of the meetings of the Board of Directors;

b. Ensure that all notices are duly given in accordance with these Bylaws or as required by law;

c. Serve as custodian of the corporate records; and

d. Perform any other duties incident to the office of Secretary or assigned by the President or the Board of Directors.

Section III.10. Treasurer.

The Treasurer shall have the following powers, duties, and responsibilities:

a. Charge and custody of and be responsible for all funds and securities of the Corporation;

b. Receive and give receipts for money due to the Corporation;

c. Deposit all funds in the name of the Corporation in the banks or other depositories selected by the Board of Directors; and

d. Perform any other duties incident to the office of Treasurer or assigned by the President or the Board of Directors.

ARTICLE IV. COMMITTEES OF THE BOARD OF DIRECTORS

Section IV.1 Executive Committee.

There shall be an Executive Committee comprised of the President and not more than eight (8) additional directors who shall be appointed by the President with the approval of the Board of Directors. The Executive Committee shall hold office during the current term of the officers of the Corporation. The Executive Committee may exercise the powers of the Board of Directors when the Board is not in session, except action in the election of officers or the filling of vacancies in the Board of Directors and in the Executive Committee. A majority of the members of the Executive Committee shall constitute a quorum thereof. The Executive Committee shall at all times be subject to dissolution by the Board of Directors, and any member thereof may be

removed at any time by action of the Board at any regular or special meeting of the Board of Directors.

Section IV.2. Nominating Committee.

There shall be a Nominating Committee comprised of at least three (3) and not more than seven (7) members of the Corporation who shall be appointed by the President, with the approval of the Board of Directors, to hold office during the current term of the officers of the Corporation. Members of the committee need not be directors. The Nominating Committee shall nominate persons for directors and officers of the Corporation.

Section IV.3. Finance Committee.

There shall be a Finance Committee comprised of at least three (3) and not more than seven (7) members of the Corporation who shall be appointed by the President, with the approval of the Board of Directors, to hold office during the current term of the officers of the Corporation. The Treasurer shall be a member of this Committee. Less than a majority of the Committee may be members of the Corporation who are not directors. The Finance Committee shall have the responsibility of supervising the financial affairs of the Corporation including the preparation of the annual budget.

Section IV.4. Other Committees.

The Board of Directors may have such other committees as are deemed in the best interests of the Corporation so long as their powers are not inconsistent with these Bylaws.

ARTICLE V. AUXILIARY GROUPS

Section V.1. Artists Advisory Board

There shall be a national artists council called Artists Advisory Board whose purpose shall be to serve as a liaison to the national artists community, to advise the John Michael Kohler Arts Center on artists issues, and to stimulate interest in and support for the Arts Center. Membership in the Artists Advisory Board shall be as established by the Board of Directors from time to time.

Section V.2. Friends of Art

There shall be a volunteer organization called Friends of Art whose purpose shall be to stimulate interest in and support for the John Michael Kohler Arts Center. Membership in Friends of Art shall be as established by the Board of Directors from time to time. The activities of Friends of Art shall be subject to review by the Board of Directors.

Section V.3. Other Auxiliary Groups.

The Corporation may sponsor such other support and interest groups as the Board of Directors from time to time deems desirable.

ARTICLE VI. CONTRACTS, CHECKS, LOANS, DEPOSITS, AND GIFTS

Section VI.1. Contracts and Other Documents.

Except as otherwise required by law, the Articles of Incorporation, or these Bylaws, the Board of Directors may authorize any officer or officers, agent or agents of the Corporation, to enter into any contract or execute and deliver any instrument or document in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section VI.2. Checks, Drafts, and Loans.

All checks, drafts, loans, and notes, or any other orders for the payment of money or other evidence of indebtedness shall be issued in the name of the Corporation in such manner as is determined by the Board of Directors. In the absence of such determination, the instruments shall be signed by the Treasurer.

Section VI.3. Deposits.

All funds of the Corporation shall be deposited to the credit of the Corporation in the banks, trust companies, or other depositories as the Board of Directors may from time to time select.

Section VI.4. Gifts.

The Corporation shall seek and may accept any contribution, gift, bequest, donation, or devise that is consistent with its purposes. While the Corporation specifically encourages unrestricted gifts whose principal and/or income therefrom may be used for the Corporation's purposes in the discretion of the Board of Directors of this Corporation, the Board of Directors will accept gifts for a restricted or otherwise designated purpose if such restriction is determined by the Board of Directors to be acceptable or otherwise conforms with these Bylaws and any other guidelines established by the Board of Directors for such restricted gifts.

ARTICLE VII. FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each calendar year.

ARTICLE VIII. AMENDMENTS TO THE BYLAWS

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted by a majority vote of the members of the Corporation present at any Annual Meeting or special meeting, except for Bylaws adopted by the Board of Directors, which may be altered, amended, or repealed or new Bylaws adopted by a majority vote of the directors present at a regular or special meeting.

ARTICLE IX. INDEMNIFICATION

Section IX.1. Indemnification of Directors and Officers.

The Corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding by reason of the fact that such person is or was a director or officer of the Corporation if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation. Such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection with the action, suit, or proceeding.

Section IX.2. Indemnification of Employees and Agents.

The Board of Directors may, in its sole discretion, provide indemnification to an employee or agent of the Corporation in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Corporation; provided, however, that prior to such indemnification, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

ARTICLE X. SEAL

The Corporation shall not have a seal.

Form 14
Secretary of State
WISCONSIN
(11/92)

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United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

001E#6939	0006	JR	$14.00
001E#6939	0006	LRIB	$2.00
001E#6939	0006	CO LRM	$4.00

SEAL OF THE SECRETARY OF STATE * STATE OF WISCONSIN *

Douglas L. Follette

DOUGLAS LA FOLLETTE
Secretary of State

RECORDED
SHEBOYGAN COUNTY, WI
Darlene J. Nowicki Registrar
In Vol. 1405 of Record on page 395 / 400

Revisions from Governance Committee
July 14, 2015

AMENDED AND RESTATED BYLAWS OF JOHN MICHAEL KOHLER ARTS CENTER, INC.

(adopted as of Sept 22, 2015)

ARTICLE I
Offices

Section 1. Registered Office and Registered Agent. The John Michael Kohler Arts Center, Inc. (the "Arts Center"), shall maintain a registered office and registered agent in the State of Wisconsin. The identity of the registered agent may be changed from time to time by notifying the Wisconsin Department of Financial Institutions pursuant to the provisions of the Wisconsin Nonstock Corporation Law.

Section 2. Principal Office. The Arts Center may have such other offices, either within or beyond the State of Wisconsin, as may be designated from time to time by resolution of its board of directors (the "Board of Directors"), provided, however that the principal office shall at all times be located at the Arts Center.

ARTICLE II
Members

Any individual who shall hold an active membership in the Arts Center by virtue of her or his payment of the membership fee, as may be established from time to time by the Board of Directors, shall be a non-voting member of the Arts Center (a "Member"). Such membership shall entitle the holder thereof to attend any meeting of the Members. Other membership privileges include participation in various Member activities, programs, and publications of the Arts Center as may be designated by the Board of Directors or the Executive Director.

ARTICLE III
Board of Directors

Section 1. General Powers. The affairs of the Arts Center shall be governed by its Board of Directors.

Section 2. Number and Qualifications of Directors.

(a) Number. The number of directors (each, a "Director" and collectively, the "Directors") shall be between sixteen (16) and twenty-five (25). No amendment of this section shall reduce the number of Directors to less than the number required by the Wisconsin Nonstock Corporation Law, which, at the time of adoption of these Bylaws, is three (3).

(b) Qualifications.

(i) Directors need not be residents of the State of Wisconsin.

(ii) Directors must be contributing Members of the Arts Center, as that status is defined from time to time by the Board of Directors.

(iii) Directors must be at least 21 years old.

(c) *Ex Officio* Directors. The Arts Center shall have one or more Directors who hold their positions *ex officio*, meaning they hold their positions automatically by virtue of having a particular status or position elsewhere.

(i) If the individual serving as the Immediate Past President pursuant to Section 10 of Article V is otherwise prevented by term limits from remaining on the Board of Directors for one (1) year following her or his term as President, that individual shall be an *Ex Officio* Director of the Arts Center, without regard to any term limit, for one (1) year and only one year following her or his term as President.

(ii) The President of the Friends of Art of the John Michael Kohler Arts Center (the "Friends of Art") shall be an *Ex Officio* Director of the Arts Center.

(iii) The *Ex Officio* Directors shall have voting rights, shall be included in the total number of authorized Directors, and shall be counted for purposes of determining whether a quorum is present.

(d) KTAE Director. At all times, there shall be one Director position which shall have been appointed by the board of the Kohler Trust for Arts and Education from among its then-serving trustees (the "KTAE Director"). The KTAE Director shall have voting rights, shall be included in the total number of authorized Directors, and shall be counted for purposes of determining whether a quorum is present. The KTAE Director shall be exempt from term limits. For purposes of clarification, while acting in her or his capacity as a Director of the Arts Center, the KTAE Director must, at all times, act on behalf of and in the best interests of the Arts Center.

Section 3. Election and Term.

(a) Method of Election. The Board of Directors shall elect the Directors, except the *Ex Officio* Directors, at the Annual Directors Meeting.

(b) Term of Office. The Directors, other than the *Ex Officio* Directors, have been classified with respect to the time for which they shall hold office by dividing them into three (3) classes, each class consisting of, as nearly as possible, an equal number of Directors. At the close of each Annual Directors Meeting, the successors to the class of Directors whose terms expired that year shall commence to hold office for a term of three (3) years, or until their successors have been appointed and qualified. In the event of an increase in the number of Directors, the Board of Directors shall assign the newly created directorship(s) to the appropriate class or classes so that the three (3) classes shall continue to consist of, as nearly as possible, an equal number of Directors.

(c) Term Limits. Directors may serve for a maximum of two (2) consecutive three-year terms of office; provided, however, that the term limit for each Director in office upon the adoption of these Amended and Restated Bylaws shall be extended only so long as may be required to permit such Director to fulfill her or his current three-year term.

Section 4. Resignation. A Director may resign at any time by filing a written resignation with the Board of Directors, the President, or Secretary. The resignation of an individual from service as the President of Friends of Art shall be deemed also to be the individual's resignation from service as an *Ex Officio* Director.

Section 5. Removal. A Director may be removed from office with or without cause by the affirmative vote of two-thirds (2/3) of the Directors then in office either at a Regular Directors Meeting or a Special Directors Meeting called for that purpose. Written notice of the proposed removal of any Director must be delivered to all Directors at least seven (7) days prior to the date upon which such removal will be subject to a vote.

Section 6. Vacancies. In the event a vacancy occurs in the Board of Directors from any cause, including from an increase in the number of Directors, an interim Director shall be appointed by the Board of Directors. An interim Director shall serve until the expiration of the term of office for the Director who created the vacancy.

Section 7. Annual Directors Meeting. The annual meeting of the Board of Directors (the "Annual Directors Meeting") shall be held in the month of January in each year for the purpose of electing officers and for transacting such other business as may come before the meeting.

Section 8. Regular Directors Meetings. The Board of Directors may provide by resolution for regular or stated meetings of the Board of Directors (each, a "Regular Directors Meeting"), to be held at a fixed time and place, and, upon the passage of any such resolution, such meetings shall be held at the stated time and place without other notice than such resolution.

Section 9. Special Directors Meetings. Unless otherwise prescribed by the Wisconsin Nonstock Corporation Law, special meetings of the Board of Directors (each, a "Special Directors Meeting") may be held at any time and place for any purpose or purposes on call of the President or Secretary. A Special Directors Meeting shall be called by the Secretary on the request of a majority of the Directors then in office.

Section 10. Meetings By Telephone or Other Communication Technology.

(a) Any or all Directors may participate in an Annual, Regular, or Special Directors Meeting by, or conduct the meeting through the use of, telephone or any other means of communication by which either: (i) all participating Directors may simultaneously hear or read each other's communications during the meeting or (ii) all communication during the meeting is immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors.

(b) If a meeting will be conducted through the use of any means described in subsection (a), all participating Directors shall be informed that a meeting is taking place at which official business may be transacted. A Director participating in a meeting by any means described in subsection (a) is deemed to be present in person at the meeting.

Section 11. Notice and Waiver of Notice.

(a) Notice. Notice of the date, time, and place of any Annual or Special Directors Meeting shall be given by oral or written notice delivered personally to each Director at least twenty-four (24) hours prior thereto, or by written notice given by other than personal

delivery at least forty-eight (48) hours prior thereto. Notice shall be given in one of the methods described in Article IV hereof. The purpose of and the business to be transacted at any Special Directors Meeting need not be specified in the notice or waiver of notice of such meeting, except as may otherwise be required by the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws.

(b) Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing, signed at any time by the person or persons entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.

Section 13. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws.

Section 14. Action by Written Consent of Directors.

(a) Written Consent. The Board of Directors may act without a meeting if a consent in writing setting forth the action taken is signed by at least two-thirds of the Directors then in office. If fewer than all of the Directors sign the written consent action, then all of the Directors must receive notice of the action taken and the action will not become effective until the later of (i) the date specified in the written consent or (ii) the tenth day after the notice is given. If all of the Directors sign the written consent action, then the action will become effective when signed by all of the Directors unless a different effective date is specified in the written consent action.

(b) Use of Electronic Signature. A Director may take action by a written consent using an electronic signature if the electronic transmission approving the action includes the signatory's full name in a form intended by the signatory: (i) to serve as her or his signature, and (ii) to authenticate the consent. Each electronic signature should be affixed to an e-mail message or other electronic communication that: (x) contains, attaches, or otherwise references the written consent action, (y) includes an affirmative statement (such as "Yes," "I agree," or "I consent"), and (z) contains a clear reference to the written consent action in the subject line.

Section 15. Presumption of Assent. A Director who is present at a meeting of the Board of Directors shall be presumed to have assented to any action taken at the meeting unless (i) the Director's dissent is recorded in the minutes of the meeting; or (ii) the Director files a written dissent with the person acting as the secretary of the meeting before the adjournment of the meeting.

Section 16. Compensation. Directors shall not receive compensation for serving as Directors or for providing other personal services to the Arts Center. However, Directors may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

Section 17. Conflict of Interest.

(a) Each Director shall disclose to the Board of Directors any conflict of interest or possible conflict of interest whenever the conflict pertains to a matter being considered by the Board of Directors.

(b) Any Director having a conflict of interest on any matter shall leave the room during the discussion and vote on the matter, and shall abstain from voting on the matter but may be counted in determining the quorum for the vote on the matter. In addition, she or he shall not use her or his personal influence on the matter, but may briefly state her or his position on the matter and may answer pertinent questions from other Directors since her or his knowledge may be of great assistance.

(c) The minutes of the meeting involving any such situation shall reflect that a disclosure was made, the abstention from voting, and the quorum situation.

(d) If a Director is uncertain as to whether she or he has a conflict of interest which requires abstention, or if a Director asserts that another Director has such a conflict, the Board of Directors, by majority vote of those present other than the Director having the possible conflict, shall decide whether abstention is required. If abstention is required, the affected Director shall leave the meeting during the discussion and vote on the matter and shall abstain from voting on the matter.

(e) The Board of Directors may, in its discretion, adopt a more comprehensive conflict of interest policy to supplement, amend, or supersede this Section 17.

Section 18. Committees.

(a) Executive Committee. There shall be an Executive Committee comprised of the President and not more than eight (8) additional Directors who may be recommended by the President but who shall be appointed by the Board of Directors. The Executive Director shall serve as a salaried, non-voting member of the Executive Committee. The Executive Committee may exercise the powers of the Board of Directors when the Board is not in session, except action in the election of officers or the filling of vacancies in the Board of Directors and or committees and except for actions prohibited by statute. A majority of the members of the Executive Committee shall constitute a quorum thereof. The Executive Committee shall at all times be subject to dissolution by the Board of Directors, and any member thereof may be removed at any time by action of the Board at any regular or special meeting of the Board of Directors.

(b) Nominating Committee. There shall be a Nominating Committee comprised of at least three (3) and not more than seven (7) Members of the Arts Center , a majority of which must be current Directors, who shall be appointed by the Board of Directors. The Nominating Committee shall nominate persons for election by the Board of Directors as Directors and officers of the Arts Center.

(c) Finance Committee. There shall be a Finance Committee comprised of at least three (3) and not more than seven (7) Directors who shall be appointed by the Board of Directors. The Treasurer shall be a member of this committee. The Finance Committee shall have the responsibility of supervising the financial affairs of the Arts Center.

(d) Other Committees. The Board of Directors may have such other committees as are deemed in the best interests of the Arts Center so long as their powers are not inconsistent with these Bylaws, the Articles of Incorporation, or statute. Individuals who are not members of the Board of Directors may serve on committees; provided, however, that committees that have and exercise the power of the Board of Directors shall consist of three (3) or more Directors.

ARTICLE IV
Methods of Giving Notice

Notice of any Annual or Special Directors Meeting, and any other notice required to be given under the Wisconsin Nonstock Corporation Law, the Articles of Incorporation, or these Bylaws may be communicated in person, by telephone, telegraph, teletype, facsimile, or other form of wire or wireless communication, including email, or by mail or private carrier, and, if these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication. Oral notice is effective when communicated. Written notice is effective at the earliest of the following:

(a) When received.

(b) Five (5) days after deposit in the U.S. mail, if mailed postage prepaid and correctly addressed.

(c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

ARTICLE V
Officers

Section 1. Number. The principal officers of the Arts Center shall be a President, a Secretary, a Treasurer, and an Executive Director. The Board of Directors may elect one or more Vice Presidents and such other officers and assistant officers as may be deemed necessary. The same individual may simultaneously hold more than one office, except that the positions of President and Treasurer may not be held simultaneously by the same individual. Each of the President, Secretary, and Treasurer must also be a member of the Board of Directors. The Executive Director shall be a salaried, non-voting member of the Board of Directors.

Section 2. Election and Terms of Office. Officer elections generally shall be held at the Annual Directors Meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. Each officer shall hold office from the close of the Annual Directors Meeting for a term of one year, or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, or until that officer shall resign or shall have been removed in the manner hereinafter provided; provided, however, that

the President shall be elected to a two-year term and the Executive Director shall be appointed to such term and upon such conditions as shall be determined by the Board of Directors. The President may serve for a maximum of one (1) two-year term in office. The Executive Director and the Treasurer shall serve at the pleasure of the Board of Directors and shall not be subject to term limits. The Secretary may serve for no more than three (3) consecutive one-year terms in office.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the Arts Center will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall preside at all meetings of the Board of Directors; shall assure that the Board of Directors is advised on all significant matters of the Arts Center's business; shall act as chair of the Executive Committee of the Board of Directors; and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. In the absence of the President, she or he shall appoint another of the then-serving officers to perform the duties of the President and, when so acting, that officer shall have all the powers of and be subject to all of the restrictions of the President.

Section 6. Executive Director. The Executive Director shall be the principal executive officer and chief employee of the Arts Center and as such shall exercise general supervision of all operations and personnel of the Arts Center, subject to the direction or approval and the general supervision of the Board of Directors. The Executive Director shall see that the orders and resolutions of the Board of Directors are carried into effect, except in those instances in which that responsibility is assigned to some other person by the Board of Directors. The Executive Director may sign bonds, mortgages, and all other contracts and documents, except in cases where the signing and execution thereof shall be expressly delegated by law, by the Board of Directors, or by these Bylaws to some other officer or agent of the Arts Center. The Executive Director shall be a salaried, non-voting member of the Board of Directors. In her or his discretion, the Executive Director may participate as a non-voting member of the Nominating Committee and/or Finance Committee provided that if the Executive Director does not so participate, then the chair of the Nominating Committee and/or Finance Committee will keep the Executive Director apprised of the activities of the Nominating Committees and will regularly seek the Executive Director's guidance regarding the same.

Section 7. Secretary. The Secretary shall perform or direct and supervise the performance of the following: (a) attend all meetings of the Board of Directors and record all the proceedings of the meetings of the Board of Directors in one or more books provided for that purpose; (b) be the custodian of the corporate records; (c) keep a register of the post office address and electronic mail address of each Director, which shall be furnished to the Secretary by such Director; (d) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (e) in general perform all duties incident to the office of

Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors.

Section 8. Treasurer. The Treasurer shall be the principal financial officer of the Arts Center. The Treasurer shall perform or direct and supervise the performance of the following: (a) have charge of and be responsible for overseeing the maintenance of adequate books of account for the Arts Center; (b) have charge of all funds and securities of the Arts Center, and be responsible for overseeing the management thereof, and for the receipt and disbursement thereof; and (c) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 9. Vice President or Vice Presidents. One or more Vice Presidents may be elected from time to time by the Board of Directors. The Vice President (or, in the event there is more than one Vice President, each of the Vice Presidents) shall perform such duties as shall be assigned to the Vice President by the President or the Board of Directors.

Section 10. Non-Officers: President Elect and Immediate Past President. There shall be a President Elect and an Immediate Past President who shall have the limited responsibilities set forth in this Section 10. Neither the President Elect nor the Immediate Past President shall be an officer of the Arts Center. The President Elect shall be identified by the Board of Directors and shall serve in this role throughout the President's second year in office. The general expectation is that the President Elect shall be elected to serve as the President following her or his year of service as the President Elect. The President Elect shall perform only such duties and shall have only such authority as shall be assigned to the President Elect by the President or the Board of Directors. The outgoing President of the Arts Center shall serve automatically in the role of the Immediate Past President for one year following her or his service as the President. The Immediate Past President shall perform only such duties and shall have only such authority as shall be assigned to the Immediate Past President by the President or the Board of Directors.

Section 11. Compensation. With the exception of the Executive Director, officers shall not receive compensation for serving as officers or for providing other personal services to the Arts Center. However, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board of Directors.

ARTICLE VI
Indemnification

Section 1. Mandatory Indemnification. The Arts Center shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Arts Center to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the Arts Center. The Arts Center may indemnify its employees and

authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Wisconsin Nonstock Corporation Law or otherwise. All capitalized terms used in this Article VI and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Nonstock Corporation Law.

Section 2. Permissive Supplementary Benefits. The Arts Center may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under Section 1 of this Article by (a) the purchase of insurance on behalf of any one or more of such Directors, Officers, employees or agents, whether or not the Arts Center would be obligated to indemnify or advance Expenses to such Director, Officer, employee or agent under Section 1 of this Article, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

Section 3. Chapter 42 Excise Tax. The Arts Center shall not make any indemnification which would give rise to a penalty excise tax under I.R.C. Chapter 42.

ARTICLE VII
Fiscal Year

The fiscal year of the Arts Center shall end on the last day of December in each year.

ARTICLE VIII
Seal

The Arts Center has no corporate seal.

ARTICLE IX
Corporate Acts and Signatures

Section 1. Corporate Acts. Each of the Executive Director, President, and Treasurer shall have authority to sign, execute, and acknowledge on behalf of the Arts Center, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Arts Center's regular business, or which shall be authorized by resolution of the Board of Directors. Except as otherwise provided by the Wisconsin Nonstock Corporation Law or directed by the Board of Directors, the President may authorize in writing any officer or agent of the Arts Center to sign, execute, and acknowledge such documents and instruments in her or his place and stead. The Secretary is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Directors of the Arts Center. Notwithstanding any of the foregoing, however, no individual shall have the authority to sign, execute, or acknowledge any document in favor of herself or himself.

Section 2. Loans. No moneys shall be borrowed on behalf of the Arts Center and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Gifts. The Arts Center shall seek and may accept any contribution, gift, bequest, donation, or devise that is consistent with the Arts Center's purposes. While the Arts Center specifically encourages unrestricted gifts, the Board of Directors will accept gifts for a restricted or otherwise designated purpose if such restriction is determined by the Executive Director or the Board of Directors to be acceptable and otherwise in conformance with these Bylaws and any other guidelines established by the Board of Directors from time to time.

Section 4. Deposits. All funds of the Arts Center, not otherwise employed, shall be deposited from time to time to the credit of the Arts Center in such banks, investment firms, or other depositories as the Finance Committee or the Board of Directors may select.

ARTICLE X
Auxiliary Groups and Similar Bodies

Section 1. Auxiliary Groups. The Arts Center may from time to time establish auxiliary groups, councils, and similar bodies. Each auxiliary group, council, or similar body shall be subject to the supervision and review of the Executive Director or the Board of Directors, as appropriate.

Section 2. Friends of Art. There shall be a volunteer organization called Friends of Art whose purpose shall be to stimulate interest in and support for the Arts Center and to work with staff in the development and implementation of programming and operations. Membership in Friends of Art shall be as established by the Board of Directors from time to time.

ARTICLE XI
Amendments

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors.

* * * * * * *

Wisconsin Department of Financial Institutions
Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 5-Domestic Non-Stock Corporation Annual Report

Name of Entity

Search by Entity Name or ID:	JOHN MICHAEL KOHLER ARTS CENTER, INC. Entity ID: 6S10088
Formed under the laws of:	Wisconsin

Registered Agent

Registered Agent Individual:	SAM GAPPMAYER
Name of Entity:	
Address:	608 NEW YORK AVENUE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Principal Office

Address:	608 NEW YORK AVENUE
Address 2:	
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Directors

Name:	RICHARD BALGE
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	MICHAEL BEECK
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	LINDA BRYCE
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	BARBARA GRUBER

Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	ALEXANDRA GUEVARA
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	LAURA KOHLER
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	SARA LARSON
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	CHRISTINE LINDEMANN
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	EDWARD MCKELVEY
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	FLORENCE MCKEOWN
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	K.C. NEMSCHOFF
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	RICHARD PAULS
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI

Zip Code:	53081
Name:	MAEVE QUINN
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	ANTHONY RAMMER
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	KRISTI RICHERSON
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	SANDRA SACHSE
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	NANCY SCHREIBER
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	MYSHOUA VANG
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	STEVE WESTPHAL
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	MARLENE YANG
Post Office Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Officers

Name:	SANDRA SACHSE
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	RICHARD BALGE
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Name:	LAURA KOHLER
Street Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081

Statements

Does the entity have members?	Yes
Brief description of the nature of business:	NON-PROFIT VISUAL AND PERFORMING ARTS CENTER
Has the entity entered into any contract, combination in the form of a trust or otherwise, or conspiracy in restraint of trade or commerce?	No

Signature

Title:	Officer
Date:	06/02/2017
I understand that checking this box constitutes a legal signature:	Yes
Signatory's Name:	RICHARD BALGE

Contact Information (Optional)

Name:	DANA FURMAN
Address:	608 NEW YORK AVENUE
City:	SHEBOYGAN
State:	WI
Zip Code:	53081
Phone Number:	920 458 6144
Email Address:	DFURMAN@JMKAC.ORG

Endorsement

	FILED
Received Date:	06/02/2017

PILOT AGREEMENT

Owner: Creation and Preservation Partners, Inc.

Owner Address: 608 New York Avenue, Sheboygan, Wisconsin

Subject Property: See attached Exhibit A.

Subject Parcel Identification Number: (to be assigned in 2017)

This Agreement for Payments In Lieu of Taxes ("PILOT") is made by and between Creation and Preservation Partners, Inc. (the "Owner") and the City of Sheboygan, Wisconsin (the "City"), effective as of December 6, 2016 ("Agreement").

RECITALS

WHEREAS, the Owner is the owner of the property described above as the subject property located in the City, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has determined that, under the facts and circumstances disclosed or known to the City, the Property will, under Owner's ownership and usage, qualify for real and personal property tax exemption under state law (Wisconsin Statutes § 70.11(4)); and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding property tax exemption status, valuable governmental services and benefits will be provided to it, the Property, and occupants thereat, which services and benefits provided, directly or indirectly, relate to health, safety, and welfare, and which, directly or indirectly, positively affect property values and general quality of life within the City, which include but are not limited to: fire and police protection; paved streets and street lights; and snow removal; and

WHEREAS, the Owner wishes to make a PILOT to the City for the Property in recognition of those services and benefits; and

WHEREAS, the Owner and the City have each determined that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Property's exempt status under Wisconsin Statutes § 70.11 from time to time, with the respective, successive January 1st dates being the reference dates for those exemption reviews, to determine that the ownership or use of the Property or Wisconsin Statutes have not changed. If the City, as a result of those reviews or otherwise, determines that the Property (or a portion thereof) no longer qualifies for exemption from property tax for the year in which the determination is made, (i) the City will provide notice of such determination to the Owner (or it successors or assigns), no later than March 31st of that year, (ii) this Agreement shall be suspended with respect to any years and, if applicable, with respect to any portions of the Property for which exemption no longer applies, (iii) the City shall promptly refund any PILOT payment to Owner (or its successors or assigns) attributable to such periods, and (iv) the appropriate portion of the Property shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by any procedure provided under Wisconsin law for similarly situated property.

5. SPECIAL ASSESSMENTS

While the Property may be subject to special assessments under Wis. Stat. § 66.0701 et seq. (but only to the extent benefited), the parties acknowledge that the Property is not benefited by any current projects in the City as of the date hereof, and, consequently, shall not be subject to any special assessments relating to such public works or improvements.

6. TERM OF AGREEMENT

This Agreement shall be permanent and shall run with the land.

7. AMENDMENT

The City and the Owner, and its successors or assigns, expressly reserve the right to modify, amend or terminate this Agreement from time to time as they shall mutually agree in writing, executed by both parties.

8. TERMINATION

The parties specifically agree and acknowledge that the payment herein is not a general property tax. In the event the Property should ever become subject to and liable for general property taxes, then Owner's obligation to pay the PILOT as herein set forth shall terminate and the City shall reimburse Owner for any amounts of the PILOT that are prepaid.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is duly held by a court of competent jurisdiction to be invalid, including as applied to any circumstance(s) of one or both parties, the remainder of this Agreement or its application to any other circumstance shall not be affected or impaired thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City shall be the governing law with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

By: _____
Name: Michael J. Vandersteen
Its: Mayor

By: _____
Name: Susan Richards
Its: Clerk

ACKNOWLEDGMENT

State of Wisconsin)
)ss.
Sheboygan County)

Personally came before me this 2nd day of December, 2016, Michael J. Vandersteen and Susan Richards of the City of Sheboygan, Wisconsin known to me to be the persons who executed the foregoing instrument and acknowledge that they executed the foregoing instrument as officers of said municipality by its authority.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public - State of Wisconsin
My commission expires 1/27/18

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of that Certified Survey Map recorded in Volume 27 of Certified Survey Maps on Pages 215-219 as Document Number 2024388, being part of Government Lots 2, 3 and 4 in Section 28, Town 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin.

8394291
Tx:4116762

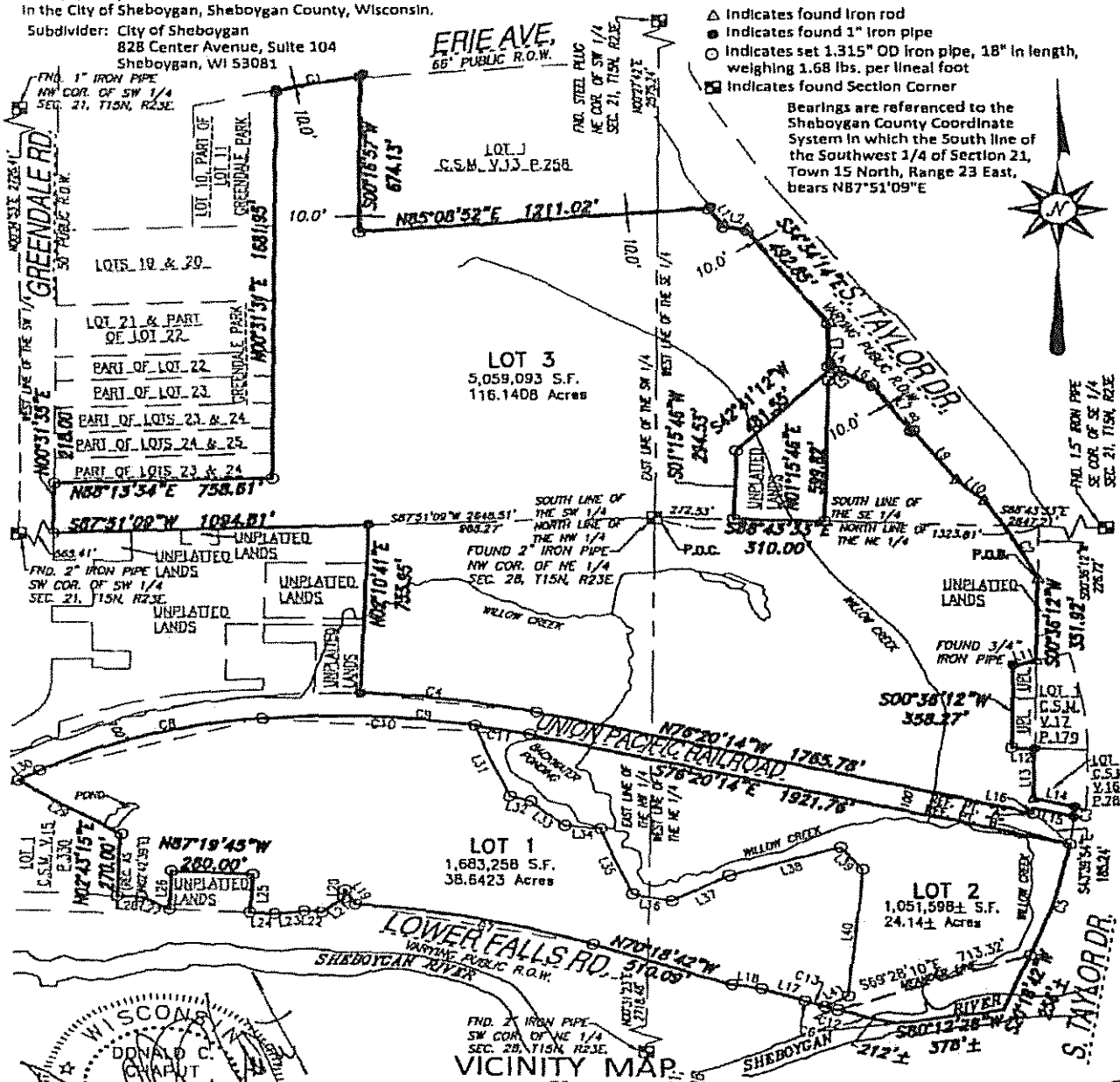
CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Subdivider: City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

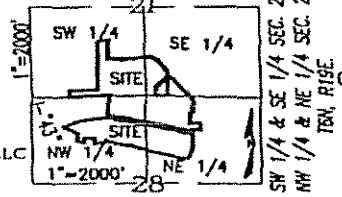
△ Indicates found iron rod
● Indicates found 1" iron pipe
○ Indicates set 1.315" OD iron pipe, 18" in length, weighing 1.68 lbs. per lineal foot
■ Indicates found Section Corner

Bearings are referenced to the Sheboygan County Coordinate System in which the South line of the Southwest 1/4 of Section 21, Town 15 North, Range 23 East, bears N87°51'09"E



WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE WI
LAND SURVEYOR

VICINITY MAP



GRAPHIC SCALE
0 500 1000
(IN FEET)
1 inch = 500 ft.

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

SHEET 1 OF 5
Date: May 17, 2016
Drawing No. 2242-dmb

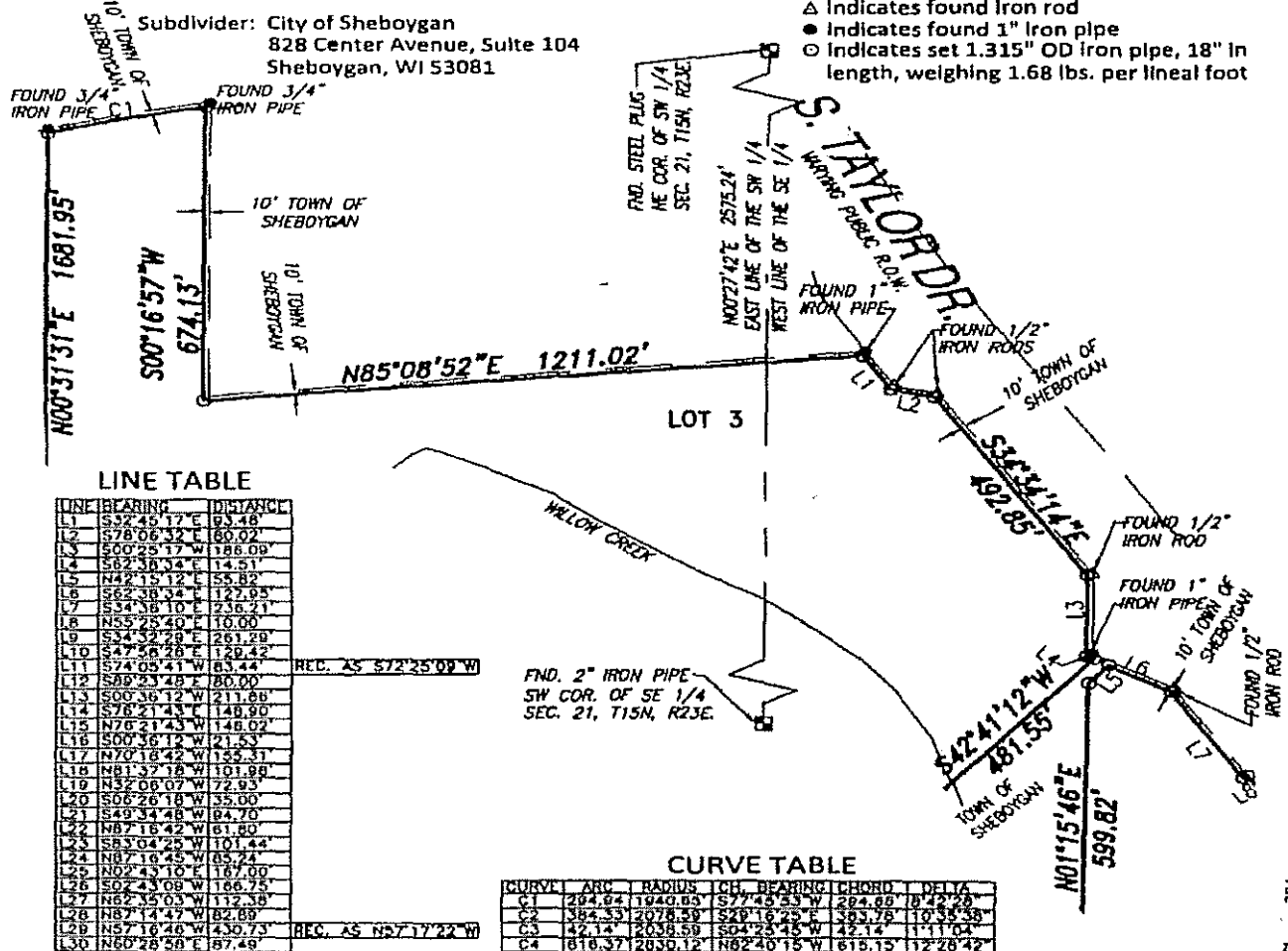
VOL 27 PAGE 215

CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Subdivider: City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

△ Indicates found iron rod
● Indicates found 1" iron pipe
⊙ Indicates set 1.315" OD iron pipe, 18" in length, weighing 1.68 lbs. per lineal foot



LINE TABLE

LINE	BEARING	DISTANCE	
L1	S32°45'17"E	93.48'	
L2	S78°06'32"E	60.02'	
L3	S00°25'17"W	186.09'	
L4	S62°38'34"E	14.51'	
L5	N42°15'12"E	55.82'	
L6	S62°38'34"E	127.95'	
L7	S34°38'10"E	236.21'	
L8	N55°25'40"E	10.00'	
L9	S34°32'29"E	261.29'	
L10	S47°56'28"E	129.42'	
L11	S74°05'41"W	63.44'	REC. AS S72°25'09"W
L12	S89°23'48"E	80.00'	
L13	S00°36'12"W	211.66'	
L14	S76°21'43"E	148.90'	
L15	N76°21'43"W	148.02'	
L16	S00°36'12"W	21.53'	
L17	N70°18'42"W	155.31'	
L18	N81°37'18"W	101.98'	
L19	N32°06'07"W	72.93'	
L20	S06°26'18"W	35.00'	
L21	S49°34'48"W	84.70'	
L22	N87°16'42"W	61.80'	
L23	S83°04'25"W	101.44'	
L24	N87°16'45"W	65.24'	
L25	N02°43'10"E	167.00'	
L26	S02°43'09"W	166.75'	
L27	N62°35'03"W	112.38'	
L28	N87°14'47"W	82.80'	
L29	N57°16'46"W	430.73'	REC. AS N57°17'22"W
L30	N60°26'58"E	87.49'	
L31	S22°01'50"E	327.86'	
L32	S75°16'38"E	75.00'	
L33	S47°57'44"E	158.04'	
L34	S84°45'14"E	122.56'	
L35	S21°27'01"E	306.38'	
L36	S76°12'14"E	136.48'	
L37	N60°31'03"E	230.12'	
L38	N71°38'48"E	396.30'	
L39	S40°31'14"E	122.26'	
L40	S04°55'08"W	558.15'	
L41	S60°10'53"W	92.48'	

CURVE TABLE

CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	294.04'	1940.83'	S77°45'53"W	293.66'	8°40'28"
C2	384.53'	2078.59'	S29°16'25"E	383.98'	10°35'38"
C3	42.14'	2038.59'	S04°23'45"W	42.14'	1°11'04"
C4	616.37'	2030.12'	N82°40'15"W	615.15'	17°23'42"
C5	503.67'	2030.32'	S15°31'03"W	502.38'	14°12'48"
C6	194.69'	2684.57'	N72°12'13"W	194.65'	4°09'19"
C7	841.61'	3021.17'	N76°28'21"W	838.89'	15°57'39"
C8	811.54'	1825.79'	N73°53'20"E	805.55'	25°08'41"
C9	931.79'	2797.16'	S88°08'28"E	927.49'	19°05'10"
C10	738.17'	2797.16'	S88°07'27"E	736.03'	15°07'13"
C11	193.62'	2797.16'	S78°34'52"E	193.58'	3°57'58"
C12	46.37'	2684.57'	N72°13'07"W	46.37'	0°59'23"
C13	74.86'	2684.57'	N70°55'30"W	74.86'	1°35'52"

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

GRAPHIC SCALE
0 300 600
(IN FEET)
1 inch = 300 ft.

N

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

SHEET 2 OF 5
Date: May 17, 2016
Drawing No. 2242-dmb

VOL 27 PAGE 216

CERTIFIED SURVEY MAP NO._____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bound and described as follows;

Commencing at the NW corner of the NE 1/4 of said Section 28; thence South 88°43'33" East along the North line of said 1/4 Section 1323.81 feet to a point; thence South 00°36'12" West 226.72 feet to the point of beginning of lands described hereinafter; thence South 00°36'12" West 351.92 feet to a point, said point being the Northwest corner of Lot 1 of Certified Survey Map recorded in Volume 17, Page 179; thence South 74°05'41" West 83.44 feet to a point; thence South 00°36'12" West 358.27 feet to a point; thence South 89°23'48" East 80.00 feet to a point, said point being the Northwest corner of Lot 2 of Certified Survey Map recorded in Volume 16, Page 286; thence South 00°36'12" West 211.86 feet along the West line of said Lot 2 a distance of 211.86 feet to the Southwest corner of said Lot 2; thence South 76°21'43 East along the South line of said Lot 2 a distance of 148.90 feet to the West line of South Taylor drive; thence Southerly along said West line 42.14 feet on the arc of a curve, whose radius is 2038.59, whose center lies to the West and whose chord bears South 04°25'45" West 42.14 feet; thence North 76°21'43" West 146.02 feet to a point; thence South 00°36'12" West 21.53 feet to Reference Point "A"; thence South 43°39'54" East 185.24 feet to a point on the West line of South Taylor Drive and Reference Point "B"; thence Southwesterly along said West line 503.67 feet on the arc of a curve, whose radius is 2,030.32 feet, whose center lies to the West and whose chord bears South 15°31'03" West 502.38 feet to a meander corner, said corner is 256 feet more or less Northeasterly from the centerline of the Sheboygan River; thence South 69°28'10" West along a meander line 713.32 feet to a point in the North line of Lower Falls Road, said point being 212 feet more or less Northwesterly from the centerline of the Sheboygan River; thence Northwesterly 121.23 feet along said North line on the arc of a curve, whose radius is 2,684.57 feet, whose center lies to the North and whose chord bears North 71°25'11" West 121.22 feet to a point; thence North 70°18'42" West along said North line 155.31 feet to a point; thence North 81°37'18" West along said North line 101.98 feet to a point; thence North 70°18'42" West along said North line 510.09 feet to a point; thence Northwesterly 841.61 feet along said North line on the arc of a curve, whose radius is 3021.17 feet, whose center lies to the South and whose chord bears North 78°28'21" West 838.89 feet to a point; thence North 32°06'07" West along said North line 72.93 feet to a point; thence South 06°26'18" West along said North line 35.00 feet to a point; thence South 49°34'48" West along said North line 94.70 feet to a point; thence North 87°16'42" West along said North line 61.80 feet to a point; thence South 83°04'25" West along said North line 101.44 feet to a point; thence North 87°16'45" West along said North line 85.24 feet to a point; thence North 02°43'10" East 167.00 feet to a point; thence North 87°19'45" West 280.00 feet to a point; thence South 02°43'09" West 166.75 feet to a point on the North line of Lower Falls Road; thence North 62°35'03" West along said North line 112.38 feet to a point; thence North 87°14'47" West along said North line 82.89 feet to the Southwest corner of Lot 1 of a Certified Survey Map recorded in Volume 15, Page 330; thence North 02°43'15" East along the East line of said Lot 1 aforesaid 270.00 feet to the North line of said Lot 1; thence North 57°16'46" West along said North line 430.73 feet to a point on the South line of the Union Pacific Railroad lands; thence North 60°28'58" East along said South line 87.49 feet to a point; (Continued on next sheet)

VOL 27 PAGE 217

May 17, 2016
DATE

DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

Drawing No. 2242-dmb

CERTIFIED SURVEY MAP NO._____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY)

(Continued)....thence Northeasterly 811.54 feet along said South line on the arc of a curve, whose radius is 1925.79 feet, whose center lies to the South and whose chord bears North 73°23'20" East 805.55 feet to a point; thence Easterly 931.79 feet along said South line on the arc of a curve, whose radius is 2797.18 feet, whose center lies to the South and whose chord bears South 86°08'28" East 927.49 feet to a point; thence South 76°20'14" East 1921.76 feet to Reference Point "B"; thence North 43°39'54" West 185.24 feet to Reference Point "A"; thence North 76°20'14" West along the North line of the Union Pacific Railroad lands 1765.78 feet to a point; thence Northeasterly 616.37 feet along said North line on the arc of a curve, whose radius is 2830.12 feet, whose center lies to the South and whose chord bears North 82°40'15" West 615.15 feet to a point; thence North 02°10'41" East 733.95 feet to a point on the North line of said NW 1/4 of Section 28, said point being South 87°51'09" West 988.27 feet from the NE corner of the NW 1/4 of said Section; thence South 87°51'09" West along said North line 1094.81 feet to a point on the East line of Greendale Road, said point being North 87°51'09" East 565.41 feet from the SW corner of the SW 1/4 of Section 21; thence North 00°31'35" East along said East line 218.00 feet to a point on the South line of Greendale Park, a recorded subdivision; thence North 88°13'34" East along said South line 758.61 feet to a point on the East line of said Greendale Park; thence North 00°31'31" East along said East line 1681.95 feet to a point 10 feet south of the South line of Erie Avenue; thence Easterly 294.94 feet along the arc of a curve 10 feet south of and parallel to said South line, whose radius is 1940.65, whose center lies to the South and whose chord bears North 77°45'53 West 294.66 feet to a point 10 feet West of the West line of a Lot 2, Certified Survey Map recorded in Volume 13 of Page 258; thence South 00°16'57" West 674.13 feet on a line 10 feet west of and parallel to the West line of said Lot 2, to a point; thence North 85°08'52" East 1211.02 feet on a line 10 feet South of and Parallel to the South line of said Lot 2, to a point 10 feet West of the Southwesterly right of way for South Taylor Drive; thence South 32°45'17 East parallel to said Southwesterly line 93.48 feet to a point; thence South 78°06'32" East parallel to said Southwesterly line 80.02 feet to a point; thence South 34°34'14" East parallel to said Southwesterly line 492.85 feet to a point; thence South 00°25'17" West parallel to said Southwesterly line 186.09 feet to a point; thence South 62°38'34" East parallel to said Southwesterly line 14.51 feet to a point; thence South 42°41'12" West 481.55 feet to a point; thence South 01°15'46" West 294.53 feet to a point on the South line of the SE 1/4 of Section 21, said point being South 88°43'33" East 272.53 feet from the SW corner of the SE 1/4 of Section 21; thence South 88°43'33" East along said South line 310.00 feet to a point; thence North 01°15'46" East 599.82 feet to a point; thence North 42°15'12" East 55.82 feet to a point 10 West of the Southwesterly right of way for South Taylor Drive; thence South 62°38'34" East 127.95 feet parallel to said Southwesterly line; thence South 34°36'10" East 236.21 on a line 10 feet and parallel to said Southwesterly line to a point; thence North 55°25'40" East 10.00 feet to the Southwesterly right of way of South Taylor Drive; thence South 34°32'29" East along said Southwesterly line 261.29 feet to a point; thence South 47°58'28" East along said Southwesterly line 129.42 feet to a point; thence along said Southwesterly line and the arc of a curve a distance of 384.33 feet, whose radius is 2078.59 feet, whose center lies to the Southwest and whose chord bears South 29°16'25" East 383.78 feet to the point of beginning.

Said lands contain 7,756,950 square feet, more or less, or 178.08 acres, more or less.

THAT I have made the survey, land division and map by the direction of City of Sheboygan, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Ordinances of the City of Sheboygan in surveying, dividing and mapping the same.

May 17, 2016
DATE

DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput Professional Land Surveyor S-1316

VOL 27 PAGE 218

CERTIFIED SURVEY MAP NO. _____

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

OWNER'S CERTIFICATE

THE CITY OF SHEBOYGAN, a Wisconsin municipality, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said municipality caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of the City of Sheboygan.

THE CITY OF SHEBOYGAN, as owner, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of Sheboygan.

IN WITNESS WHEREOF, THE CITY OF SHEBOYGAN, has caused these presents to be signed by the hand of Michael Vandersteen, MAYOR, on this 25th day of July, 2016

In the presence of:

Mike Vandersteen, MAYOR

CHAD D. PELISHEK NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
:SS
SHEBOYGAN COUNTY)

Personally came before me this 25 day of July, 2016, Michael Vandersteen of THE CITY OF SHEBOYGAN, a Wisconsin municipality, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
State of Wisconsin
My commission expires. Aug 31, 2019
My commission is permanent.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Sheboygan on this 25 day of July, 2016.

Mike Vandersteen, Mayor

Steve Sokolowski, Secretary

WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

2024388
SHEBOYGAN COUNTY, WI
RECORDED ON
07/26/2016 9:08 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 2
PAGES: 5

VOL 27 PAGE 219

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

SHEET 5 of 5
Date: May 17, 2016
Drawing No. 2242-dmb

8406882
Tx:4124454

2031670
SHEBOYGAN COUNTY, WI
RECORDED ON
12/07/2016 11:12 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION # 77.25(2)
Cashier ID: 9
PAGES: 4

Warranty Deed

THIS DEED is made between the City of Sheboygan, a Wisconsin municipal corporation (hereinafter "Grantor"), and Creation and Preservation Partners, Inc. (hereinafter "Grantee").

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, located in the County of Sheboygan, State of Wisconsin (the "Property"):

See Exhibit A attached hereto.

Name and return address:
Leah R. Wyant
Reinhart Boerner Van Deuren
1000 North Water Street, Ste 1700
Milwaukee, WI 53202

Parcel Identification Numbers:
59281216521, 59281216526 and a portion of
59281216516, 59281216501, 59281216504

This is not homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of all encumbrances except the permitted encumbrances shown on Exhibit B attached hereto.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of this 6 day of December, 2016.

City of Sheboygan

By: _____

Name: Michael J. Vandersteen

Its: Mayor

By: _____

Name: Susan Richards

Its: City Clerk

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 2nd day of December, 2016, the above-named Michael J. Vandersteen, Mayor of the City of Sheboygan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
Kathryn A. Hoffman
My Commission: expires 1/27/18

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this 2nd day of December, 2016, the above-named Susan Richards, City Clerk of the City of Sheboygan, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
Kathryn A. Hoffman
My Commission: expires 1/27/18

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Leah R. Harrand, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202

32353501

EXHIBIT A

PROPERTY

Lot 1 of that Certified Survey Map recorded in Volume 27 of Certified Survey Maps on Pages 215-219 as Document Number 2024388, being part of Government Lots 2, 3 and 4 in Section 28, Town 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of general real estate taxes for the year 2016 and thereafter, none now due or payable.
2. GRANTS to Wisconsin Power & Light Company recorded in Volume 0 of Contracts on Page 588 as Document Number 294183 and Volume R of Contracts on Page 503 as Document Number 369634
3. GRANT to Wisconsin Telephone Company, Milwaukee & Lake Superior Telegraph Co. and Village of Kohler recorded in Volume 0 of Contracts on Page 24 as Document Number 249302a

ation & Preservation Partners, Inc.

Attachment #4

1426

/ee City of Sheboygan
ıdor ID Sheboygan, City of Account #:

1426
1/17/2018

Invoice	Description	Discount	Amount
32	RE Tax Parcel 59281216522	$0.00	$30,542.94
	Total :	$0.00	$30,542.94

1426

Creation & Preservation Partners, Inc.
608 New York Ave
Sheboygan, WI 53081

BankFirst NATIONAL
For Better Banking, Think First.
BankFirstNational.com
79-113-759

1426

Thirty Thousand Five Hundred Forty Two and 94/100 Dollars

DATE 1/17/2018

AMOUNT $30,542.94

Security features. Details on back.

E
R City of Sheboygan
Nancy Buss Finance Director
828 Center Ave.
Sheboygan, WI 53081

AUTHORIZED SIGNATURE

⑈001426⑈ ⑆075901134⑆ 2⑈550⑈8791⑈

ıtion & Preservation Partners, Inc.

1426

ːe City of Sheboygan
ɪor ID Sheboygan, City of Account #:

1426
1/17/2018

Invoice	Description	Discount	Amount
2	RE Tax Parcel 59281216522	$0.00	$30,542.94
	Total :	$0.00	$30,542.94

SHEBOYGAN COUNTY WISCONSIN

Search powered by GCS

(http://treasurer.sheboygancounty.com/GCSWebPortal/Search.aspx) (http://www.gcssoftware.com

2017 Real Estate Property Tax Receipt

Payment Date: 1/30/2018 12:29:24 PM

Tax District:	CITY OF SHEBOYGAN
County:	SHEBOYGAN COUNTY
Parcel #:	59281216522
Alt. Parcel #:	
Plat:	
Legal Description:	THAT PART LOT 1 27CSM215-219 #2024388 IN S1/2 SEC 21, T15N, R23E AND N1/2 SEC 28, AKA PART GOV LOTS 1,2,3 & 4, T15N, R23E, LYING WITHIN KOHLER SCHOOL DISTRICT.
Owner Name:	CREATION & PRESERVATION PARTNERS, INC.
Owner Address:	608 NEW YORK AVE SHEBOYGAN WI 53081-4507
Property Address:	3530 LOWER FALLS RD
Section/Town/Range:	28-15N-23E
Acres:	30.520
Block/Condo Bldg:	

Batch:	700031
Payment Amount Received:	$30,542.94
Tax Amount Paid:	$30,542.94
Overpayment:	$0.00
Cashier:	Teller 1 WBTD

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 273-17-18 by City Clerk submitting a Notice of Claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the Payment In Lieu Of Taxes (PILOT) payment assessed for the 2017 tax year; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

3.3

R. O. No. 273 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a notice of claim from WIPFLi CPAs and Consultants regarding Creation and Preservation Partners, Inc. for recovery of alleged unlawful taxes for the Payment In Lieu Of Taxes (PILOT) payment assessed for the 2017 tax year.

Finance / Personnel
Finance personnel
& new Council

CITY CLERK

Claim 27-17

WIPFLI LLP
CPAs and Consultants

Wipfli LLP
2901 East Enterprise Avenue
Appleton, WI 54913
PO Box 1893
Appleton, WI 54912-1893
920.739.6500
fax 920.739.6707
www.wipfli.com

JAN 30 '18 PM 3:54

January 30, 2018

Ms. Meredith DeBruin
City Clerk – City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Creation and Preservation Partners, Inc.
Tax Bill # 54562
Tax Parcel 59281216522

Dear Ms. DeBruin:

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for the Payment In Lieu Of Taxes (PILOT) payment assessed to this taxpayer for the 2017 tax year. This claim is a protective claim, in the event the claim for the refund of the 2017 property tax assessment is not granted. We believe this PILOT payment is erroneous for the following reasons:

1. The property was exempt from real estate taxes based upon a PILOT agreement, dated December 6, 2016, between Creation and Preservation Partners, Inc. and the City of Sheboygan (Attachment 1).

2. The City of Sheboygan has already received a 2017 property tax payment for this parcel via check number 1426, dated January 30, 2018 (Attachment 2).

3. The City of Sheboygan has already received a 2017 PILOT payment for this parcel, via a net present value payment of $138,663.55, for the 15 years from 2016 to 2030, on December 6, 2016.

4. The PILOT agreement requires, in paragraph 4, a suspension of the agreement and the refund of the PILOT payment, if the exemption for the parcel no longer applies.

This claim is being timely filed under **74.35(5)(b)** which states "A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within two years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87."

Member of Allinial GLOBAL
An association of legally independent firms

Therefore, the claim for refund is in the amount of $15,000, plus any applicable interest, under 74.35(4).

Sincerely,

Daryl L. Ohland
Director – State and Local Taxes
Wipfli LLP

Enc.

cc: Mr. Mike Grota
Grota Appraisals, LLC
N88 W16573 Main Street
Menomonee Falls, WI 53051

Served on
Ms. Meredith DeBruin
City Clerk – City of Sheboygan

Acknowledgment of receipt:

Meredith DeBruin — 1-30-18

Ms. Meredith DeBruin — Date

ATTACHMENT 1

PILOT AGREEMENT

Owner: Creation and Preservation Partners, Inc.

Owner Address: 608 New York Avenue, Sheboygan, Wisconsin

Subject Property: See attached Exhibit A.

Subject Parcel Identification Number: (to be assigned in 2017)

This Agreement for Payments In Lieu of Taxes ("PILOT") is made by and between Creation and Preservation Partners, Inc. (the "Owner") and the City of Sheboygan, Wisconsin (the "City"), effective as of December 6, 2016 ("Agreement").

RECITALS

WHEREAS, the Owner is the owner of the property described above as the subject property located in the City, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the City has determined that, under the facts and circumstances disclosed or known to the City, the Property will, under Owner's ownership and usage, qualify for real and personal property tax exemption under state law (Wisconsin Statutes § 70.11(4)); and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding property tax exemption status, valuable governmental services and benefits will be provided to it, the Property, and occupants thereat, which services and benefits provided, directly or indirectly, relate to health, safety, and welfare, and which, directly or indirectly, positively affect property values and general quality of life within the City, which include but are not limited to: fire and police protection; paved streets and street lights; and snow removal; and

WHEREAS, the Owner wishes to make a PILOT to the City for the Property in recognition of those services and benefits; and

WHEREAS, the Owner and the City have each determined that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The parties acknowledge that the above Recitals are incorporated into and made a part of this Agreement.

2. CITY SERVICES

The City agrees to continue to furnish governmental services and benefits to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated educational, institutional, commercial properties and to inhabitants of the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon the City any additional duties, it being the parties' intent that the City provide public services subject to the same duties and liability and to the same extent as apply to the public generally. Services and benefits included, but not limited by specific enumeration herein, are those typically supported by the property tax, such as fire and police protection, maintenance of public streets and street lights, and snow removal.

3. PILOT PAYMENTS

A. Payment. In recognition of the services outlined in 2 above, for the tax year of 2016, and for the following fourteen (14) tax years, Owner shall pay to the City the amount of Fifteen Thousand and 00/100 Dollars ($15,000.00) per tax year (collectively, the "PILOT Cost"). Notwithstanding any future changes to the City's portion of the net property tax mill rate or the Property's fair market or assessed value, the PILOT shall remain constant at a flat rate of $15,000.00 per tax year for the duration of the PILOT. The parties agree that Owner may elect, and has elected, to pay the net present value (using an 8% discount rate) of the PILOT Cost on the Effective Date of this Agreement. Simultaneous with the execution of this Agreement, Owner has paid to the City the amount of $138,663.55 in full satisfaction of Owner's payment obligations under this Agreement.

B. Use of Payment. The City may use and expend the PILOT hereunder in such manner and for such purposes as the City, in its sole discretion, shall deem necessary and appropriate.

4. EXEMPT STATUS

The City has determined that, if the Owner uses the Property for the purpose described to the City or such other purposes consistent with Wis. Stat. § 70.11 (including but not limited to §70.11(4), (14) and (43)), and which will be affirmed in an application for exemption, the Property will qualify for real and personal property tax exemption under Wisconsin law. The City agrees that, if the areas of the Property eligible for tax exemption are limited, the Owner may designate to the fullest extent allowed by the law, which areas of the Property are to be treated as tax exempt for purposes of this Agreement. The City will not contest such designation of the Owner so long as this Agreement remains in effect. The City agrees to continue to recognize the property tax exempt status of the Property for 2016 and all subsequent years unless there is a change in use of the Property or a change in Wisconsin Statutes that would specifically change the status of the Property from exempt to taxable. The City Assessor may review the

Property's exempt status under Wisconsin Statutes § 70.11 from time to time, with the respective, successive January 1st dates being the reference dates for those exemption reviews, to determine that the ownership or use of the Property or Wisconsin Statutes have not changed. If the City, as a result of those reviews or otherwise, determines that the Property (or a portion thereof) no longer qualifies for exemption from property tax for the year in which the determination is made, (i) the City will provide notice of such determination to the Owner (or it successors or assigns), no later than March 31st of that year, (ii) this Agreement shall be suspended with respect to any years and, if applicable, with respect to any portions of the Property for which exemption no longer applies, (iii) the City shall promptly refund any PILOT payment to Owner (or its successors or assigns) attributable to such periods, and (iv) the appropriate portion of the Property shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by any procedure provided under Wisconsin law for similarly situated property.

5. SPECIAL ASSESSMENTS

While the Property may be subject to special assessments under Wis. Stat. § 66.0701 et seq. (but only to the extent benefited), the parties acknowledge that the Property is not benefited by any current projects in the City as of the date hereof, and, consequently, shall not be subject to any special assessments relating to such public works or improvements.

6. TERM OF AGREEMENT

This Agreement shall be permanent and shall run with the land.

7. AMENDMENT

The City and the Owner, and its successors or assigns, expressly reserve the right to modify, amend or terminate this Agreement from time to time as they shall mutually agree in writing, executed by both parties.

8. TERMINATION

The parties specifically agree and acknowledge that the payment herein is not a general property tax. In the event the Property should ever become subject to and liable for general property taxes, then Owner's obligation to pay the PILOT as herein set forth shall terminate and the City shall reimburse Owner for any amounts of the PILOT that are prepaid.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is duly held by a court of competent jurisdiction to be invalid, including as applied to any circumstance(s) of one or both parties, the remainder of this Agreement or its application to any other circumstance shall not be affected or impaired thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City shall be the governing law with respect to this Agreement.

10. AUTHORITY

The Owner represents and warrants to the City that its agents executing this Agreement have been duly authorized to so execute and to cause the Owner to enter this Agreement. The City represents and warrants to the Owner that the undersigned City officials are duly authorized to execute and to enter this Agreement.

11. PARTIES GOVERNED BY AGREEMENT

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither Owner nor its successors or assigns shall have any liability for obligations accruing under this Agreement with respect to any portions of the Property for any period of time other than during their ownership and/or occupancy.

12. RECORDING

Either party may record a memorandum of this Agreement with the Sheboygan County Register of Deeds.

(signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

By: _____
Name: Michael J. Vandersteen
Its: Mayor

By: _____
Name: Susan Richards
Its: Clerk

ACKNOWLEDGMENT

State of Wisconsin)
)ss.
Sheboygan County)

Personally came before me this 2nd day of December, 2016, Michael J. Vandersteen and Susan Richards of the City of Sheboygan, Wisconsin known to me to be the persons who executed the foregoing instrument and acknowledge that they executed the foregoing instrument as officers of said municipality by its authority.

KATHRYN A. HOFFMAN NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My commission expires 1/27/18

34269373

Creation and Preservation Partners, Inc.

By: _____
Name: Steven E. Woods
Title: President, Board of Directors

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
Sheboygan County)

Personally came before me this 6 day of December, 2016, Steven E. Woods, President, Board of Directors, of Creation and Preservation Partners, Inc., known to me to be the person who executed the foregoing instrument and acknowledge they executed the foregoing instrument as officers of said corporation by its authority.

NOTARY PUBLIC
LEAH R. WYANT
STATE OF WISCONSIN

_____
Notary Public – State of Wisconsin
My commission expires Permanent

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of that Certified Survey Map recorded in Volume 27 of Certified Survey Maps on Pages 215-219 as Document Number 2024388, being part of Government Lots 2, 3 and 4 in Section 28, Town 15 North, Range 23 East in the City of Sheboygan, Sheboygan County, Wisconsin.

Creation & Preservation Partners, Inc.

1426

Attachment #2

Payee City of Sheboygan
Vendor ID Sheboygan, City of Account #:

1426
1/17/2018

Invoice	Description	Discount	Amount
54562	RE Tax Parcel 59281216522	$0.00	$30,542.94
	Total :	$0.00	$30,542.94

1426

Creation & Preservation Partners, Inc.
608 New York Ave
Sheboygan, WI 53081

BankFirst NATIONAL
For Better Banking, Think First.
BankFirstNational.com
79-113-759

1426

****Thirty Thousand Five Hundred Forty Two and 94/100 Dollars

DATE 1/17/2018

AMOUNT $30,542.94

PAY TO THE ORDER OF
City of Sheboygan
Nancy Buss Finance Director
828 Center Ave.
Sheboygan, WI 53081

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001426⑈ ⑆075901134⑆ 2⑈550⑈8791⑈

Creation & Preservation Partners, Inc.

1426

Payee City of Sheboygan
Vendor ID Sheboygan, City of Account #:

1426
1/17/2018

Invoice	Description	Discount	Amount
54562	RE Tax Parcel 59281216522	$0.00	$30,542.94
	Total :	$0.00	$30,542.94

SHEBOYGAN COUNTY WISCONSIN

Search powered by GCS

(http://treasurer.sheboygancounty.com/GCSWebPortal/Search.aspx) (http://www.gcssoftware.com

2017 Real Estate Property Tax Receipt

Payment Date: 1/30/2018 12:29:24 PM

Tax District: CITY OF SHEBOYGAN

County: SHEBOYGAN COUNTY

Parcel #: 59281216522

Alt. Parcel #:

Plat:

Legal Description: THAT PART LOT 1 27CSM215-219 #2024388 IN S1/2 SEC 21, T15N, R23E AND N1/2 SEC 28, AKA PART GOV LOTS 1,2,3 & 4, T15N, R23E, LYING WITHIN KOHLER SCHOOL DISTRICT.

Owner Name: CREATION & PRESERVATION PARTNERS, INC.

Owner Address: 608 NEW YORK AVE SHEBOYGAN WI 53081-4507

Property Address: 3530 LOWER FALLS RD

Section/Town/Range: 28-15N-23E

Acres: 30.520

Block/Condo Bldg:

Batch: 700031

Payment Amount Received: $30,542.94

Tax Amount Paid: $30,542.94

Overpayment: $0.00

Cashier: Teller 1 WBTD

Notes: CK1426 30542.94 CREATION

Search powered by GCS

(http://www.gcssoftware.com

Agent Authorization

for Property Assessment Appeals

If an agent is representing the property owner or municipality, the property owner or municipality must provide prior written authorization for the agent to represent the company or municipality when contacting the reviewing authority.

Section 1: Property Owner and Property Information

Company/property owner name			Taxation district (Check one) ☐ Town ☐ Village ☒ City		County
Creation & Preservation Partners, Inc.			Enter municipality → Sheboygan		Sheboygan
Mailing address			Street address of property		
608 New York Ave			3530 Lower Falls Road		
City	State	Zip	City	State	Zip
Sheboygan	WI	53081-4507	Sheboyan	WI	53081
Parcel number	Phone		Email		Fax
59281216522	(920) 694 - 4554		krenzelmann@jmkac.org		( ) -

Section 2: Authorized Agent Information

Name / title			Company name	
Daryl Ohland			Wipfli LLP	
Mailing address			Phone	Fax
2901 E Enterprise Ave, Suite 500			(920) 832 - 2437	(920) 739 - 6707
City	State	Zip	Email	
Appleton	WI	54913	dohland@wipfli.com	

Section 3: Agent Authorization

Agent Authorized for: *(check all that apply)*

	Enter Tax Years of Authorization
☐ Manufacturing property assessment appeals (BOA)	
☐ Access to manufacturing assessment system (MAS)	
☐ Wisconsin Department of Revenue 70.85 appeals	
☐ Municipal Board of Review	
☒ Other refund claims / PR-230	2017 & 2018

Authorization expires: 12 - 31 - 2019 *(mm - dd - yyyy)*

Send notices and other written communications to: *(check one or both)* ☒ Authorized Agent ☒ Property Owner

Section 4: Agreement/Acceptance

I understand, agree and accept:

- The assessor's office may divulge any information it may have on file concerning this property
- My agent has the authority and my permission to accept a subpoena concerning this property on my behalf
- I will provide all information I have that will assist in the discussion and resolution of any assessment appeal of this property
- Signing this document does not relieve me of personal responsibility for timely reporting changes to my property and paying taxes, or penalties for failure to do so, as provided under Wisconsin tax law
- A photocopy and/or faxed copy of this completed form has the same authority as a signed original
- If signed by a corporate officer, partner, or fiduciary on behalf of the owner, I certify that I have the power to execute this Agent Authorization form

Section 5: Owner Grants Authorization

	Owner name *(please print)*	
Owner Sign Here ▶	Sam Gappmayer	
	Owner signature	
	Company or title: John Michael Kohler Arts Center, Director	Date *(mm-dd-yyyy)*: 01 - 26 - 2018

VI

R. C. No. ___ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 274-17-18 by City Clerk submitting a Summons and Complaint in the matter of US Bank et al vs. Jennifer A. Scheele et al; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

3.1

R. O. No. 274 - 17 - 18. By CITY CLERK. February 5, 2018.

Submitting a Summons and Complaint in the matter of US Bank et al vs. Jennifer A. Scheele et al.

Finance + Personnel
Finance + personnel
of new Council

CITY CLERK

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

JAN 31 '18 PM 3:53

US Bank et al vs. Jennifer A Scheele et al

Electronic Filing Notice

Case No. 2017CV000325
Class Code: Foreclosure of Mortgage

FILED
01-26-2018
Sheboygan County
Clerk of Circuit Court
2017CV000325
Honorable Kent Hoffmann
Branch 2

CITY OF SHEBOYGAN - DEPARTMENT OF CITY DEVELOPMENT
828 CENTER AVENUE
SHEBOYGAN WI 53081

Process Server
Date 1/31/18 Time 3:50 am/pm
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

Case number 2017CV000325 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at **http://efiling.wicourts.gov/** and may withdraw as an electronic party at any time. There is a $ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: c0de5f

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

01-26-2018
Date

FILED
01-26-2018
Sheboygan County
Clerk of Circuit Court
2017CV000325
Honorable Kent
Hoffmann
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

US Bank, National Association successor
by merger to U.S. Bank National Association, N.D.
4801 Frederica Street
Owensboro, KY 42301

Plaintiff,

Case No. 2017CV000325

v.

Jennifer A. Scheele
824 Wilson Avenue
Sheboygan, WI 53081

U.S. Bank, National Association N.D.
4325 17th Avenue S.
Fargo, ND 58103,

Capital One Bank
c/o Corporation Service Company, Registered Agent
1111 E. Main Street, Suite 1600
Richmond, VA 23219,

Currahee Financial LLC
c/o Scott M. Israel, Registered Agent
250 Sunnyslope Road, Suite 300
Brookfield, WI 53005,

Citibank
701 E. 60th Street N.
Sioux Falls, SD 57104,

Defendants,

City of Sheboygan –
Department of City Development
828 Center Avenue
Sheboygan, WI 53081

Added Defendant.

AMENDED SUMMONS

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

THE STATE OF WISCONSIN,

To each person named above as a defendant:

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

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse 615 N 6th St, Sheboygan, WI 53081-4692, and to Codilis, Moody & Circelli, P.C., plaintiff's attorneys, whose address is 15W030 North Frontage Road, Suite 200, Burr Ridge, IL 60527. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything

that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated: January 18, 2018.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303
Codi C. Gratz
WI State Bar No. 1086257

Codilis, Moody & Circelli, P.C.
15W030 North Frontage Road, Suite 200
Burr Ridge, IL 60527
(630) 794-5200
pleadings@il.cslegal.com
50-17-02349
NOTE: This law firm is a debt collector.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

US Bank, National Association successor by merger to U.S. Bank National Association, N.D.
4801 Frederica Street
Owensboro, KY 42301

Plaintiff, Case No. 2017CV000325

v.

Jennifer A. Scheele
824 Wilson Avenue
Sheboygan, WI 53081

U.S. Bank, National Association N.D.
4325 17th Avenue S.
Fargo, ND 58103,

Capital One Bank
c/o Corporation Service Company, Registered Agent
1111 E. Main Street, Suite 1600
Richmond, VA 23219,

Currahee Financial LLC
c/o Scott M. Israel, Registered Agent
250 Sunnyslope Road, Suite 300
Brookfield, WI 53005,

Citibank
701 E. 60th Street N.
Sioux Falls, SD 57104,

Defendants,

City of Sheboygan –
Department of City Development
828 Center Avenue
Sheboygan, WI 53081

Added Defendant.

AMENDED COMPLAINT

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

Now comes the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a National Association organized and existing under the laws of the United States of America and is engaged in the lending business with offices at the address stated in the captions of these pleadings.

2. Jennifer A. Scheele ("Mortgagor") is an adult whose last-known address is the address stated in the captions of these pleadings.

3. Mortgagor executed and delivered a Note and Mortgage to the originating lender for the consideration expressed therein, copies being attached as Exhibits.

4. The Mortgage was recorded in the office of the Register of Deeds on 05/25/2004 as Document #1734485, and has been assigned to plaintiff as evidenced by that Assignment attached as an Exhibit.

5. The property has a common address of 824 Wilson Avenue, Sheboygan, WI 53081 and is further described in the Mortgage document as recorded.

6. Pursuant to Chapter 846 of the Wisconsin Statutes, the Court previously entered a judgment of foreclosure and sale in this action. A copy of the order for judgment and judgment is attached as an Exhibit.

7. Plaintiff has leave to amend the Summons and Complaint and all the proceedings in this action, pursuant to Wis. Stat. § 846.09, by making as a defendant any person who is a proper or necessary party thereto.

8. The above named added defendant is joined as a party defendant pursuant to the order for judgment and judgment previously entered in this matter and any interest held by said party, named or unnamed, is subordinate to that held by plaintiff. The party holds the following identified interests:

> City of Sheboygan – Department of City Development, by virtue of a Mortgage executed by Jennifer A. Scheele, dated 04/09/2004, and Recorded/registered on 05/25/2004 in the office of the Recorder/Registrar of Deeds of Sheboygan County, Wisconsin, as Document No. 1734485, to secure a note in the original principal sum of $94,777.33.

WHEREFORE, the Plaintiff demands judgment as follows:

(1) Pursuant to Wis. Stat. § 846.09, entry of an amended judgment of foreclosure and sale foreclosing the rights of each added defendant so as to bar and foreclose each of them from all right, title, and interest in and to the property subject to this action, except the right to apply for surplus in accordance with Wis. Stat. § 846.162.

(2) Any other relief that is just and equitable to the plaintiff.

Date: January 18, 2018.

Codilis, Moody & Circelli, P.C.
Attorneys for Plaintiff
Electronically signed by
Shawn R. Hillmann
WI State Bar No. 1037005
Emily E. Thoms
WI State Bar No. 1075844
Matthew Comella
WI State Bar No. 1096303
Codi C. Gratz
WI State Bar No. 1086257

Codilis, Moody & Circelli, P.C.
15W030 North Frontage Road, Suite 200
Burr Ridge, IL 60527
(630) 794-5200
pleadings@il.cslegal.com
50-17-02349
NOTE: This law firm is a debt collector.

Borrower(s)	Lender	Loan
JENNIFER A SCHEELE 824 WILSON AVE SHEBOYGAN WI 53081-6908 "I" means each Borrower above, jointly and severally.	U.S. Bank National Association ND 1450 S 12TH ST SHEBOYGAN WI 53081 "You" means the Lender, its successors and assigns.	Number [redacted] Date 04/09/2004 Maturity Date 4/01/2034 Loan Amount $ $94,777.33 Renewal Of

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: $94,777.33 Dollars $ $94,777.33, plus interest from 4/09/2004 at the rate of 6.240 % per year until maturity.

☐ Additional Finance Charge - I also agree to pay a nonrefundable fee of $_____ and it will be ☐ paid in cash. ☐ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ Variable Rate - The (annual) interest rate above may change so as to be _____.

Timing and Frequency of Interest Rate Changes - The rate can first change on _____ and can change as often as _____ after that.

Lifetime Rate Change Limitations - The rate cannot ever exceed _____. The rate cannot ever be less than _____.

Payment Changes - A change in the interest rate will cause a change in: ☐ The amount of each scheduled payment. ☐ The amount due at maturity.

Post Maturity Interest - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity.

Payments - I will pay this note as follows:

(a) ☐ Interest payments will be due _____
Principal payments will be due _____.

(b) ☒ This note has 360 payments. The first payment will be in the amount of $ 622.07 and will be due 5/01/2004. A payment of $ 622.07 will be due on the 1st day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 4/01/2034.

The Purpose Of This Loan Is Debt consolidation.

☒ Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than 5 days after it is due equal to $29.00.

☒ Early Closure Fee - If I prepay this loan in whole, I will pay you an early closure fee equal to 1% of the original loan amount with a minimum of $100 and a maximum of $350 if closed within the first three years.

☒ Returned Payment Charge - I agree to pay a fee of $ $25.00 for each check, negotiable order of withdrawal, draft or electronic payment I arrange in connection with this loan that is returned because it has been dishonored.

Security - (If neither of the next two options are checked, this loan is not specifically secured except: 1. through cross collateralization from other loans; and 2. a security interest in all deposit accounts with U.S. Bank, N.A.)

☒ Separate Security - This loan is secured by separate Mortgage, dated 4/09/2004.

☐ Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 4 of this agreement.

824 WILSON AVE
SHEBOYGAN, WI 53081

This property will be used for Consumer purposes.

Expertel © 1981, 1988, 1994, 2001 Bankers Systems, Inc., St. Cloud, MN Form USEXOASV-WIX 10/17/2002

EXHIBIT A

Loan number [redacted]

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments.
6.2400 %	$ $120,457.60	$ $94,777.33	$ $223,945.20

My Payment Schedule will be:

Number of Payments:	Amount of Payments:	When Payments Are Due:
360	622.07	monthly beginning 5/01/2004

☐ Variable Rate

☐ This note contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

☐ The annual percentage rate may increase during the term of this transaction if _____

_____

_____.

A rate increase will take the form of _____.

If the rate increases by _____ % in _____ the _____

_____ will increase to _____. The interest rate may not increase more often than _____, and may not increase more than _____ % each _____.

The interest rate will not go above _____ %.

Security - I am giving a security interest in

☐ the Goods or Property being purchased.

☒ my deposit accounts and other rights to the payment of money from U.S. Bank, NA.

☒ Collateral securing other loans with you may also secure this loan.

☒ (description of other property)
824 WILSON AVE
SHEBOYGAN, WI 53081

☒ Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than 5 days after it is due equal to $29.00.

Prepayment - If I pay off this note early, I ☒ may ☐ will not have to pay a penalty.

☒ Assumption - Someone buying the property securing this loan cannot assume this loan on its original terms.

☐ Required Deposit - The annual percentage rate does not take into account my required deposit.

Filing Fees $ _____ Non Filing Insurance $ _____

I can see my contract documents for any additional information about nonpayment, default, and any required repayment before the schedule date, and prepayment refunds and penalties.

Credit Insurance - Credit life, credit accident and sickness (disability) are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). My (Our) signature(s) below means I (we) want the coverages signed for, and only those coverages.

CREDIT LIFE:

☒ Single. Premium: $ 6,175.18 Term 120

Date of Birth 8/02/1960 Insured: JENNIFER A SCHEELE X Jennifer A Scheele Date 4/9/04

☐ Joint. Premium: $ _____ Term _____

Date of Birth _____ 1st Insured: _____ X _____ Date _____

Date of Birth _____ 2nd Insured: _____ X _____ Date _____

CREDIT DISABILITY:

☒ Single. Premium: $ 2,535.07 Term 120

Date of Birth 8/02/1960 Insured: JENNIFER A SCHEELE X Jennifer A. Scheele Date 4/9/04

See the section titled "Monthly Outstanding Balance Insurance Premiums" below for any transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

NONE: I/We do not desire credit insurance of any kind on this account. (All borrowers/debtors sign below)

X _____ Date _____ X _____ Date _____

☒ Property Insurance - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

☐ Single Interest Insurance - Single interest insurance (sometimes referred to as VSI) is required. I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay $ _____ for _____ of coverage.

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EXHIBIT A

ADDITIONAL TERMS OF THE NOTE

[redacted]

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - You are a National bank located in North Dakota. The interest rate, fees and related charges that you can charge for this loan are pursuant to the law of the state of North Dakota, regardless of where this loan is made or where I live. As for other issues, the law of my state of residence and the law of the state where any property is located will apply.

The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

THIS FORM - This form is designed to be used for many types of transactions. A paragraph or section that begins with a "☐" that is not checked does not apply to this loan.

PAYMENTS - Each payment I make on this loan will be applied (to the extent of the payment) as follows: (1) monthly outstanding balance insurance premiums (for loans secured by real estate or a personal property residence, if I elect to buy such insurance); (2) accrued interest; (3) principal (as explained below); (4) charges other than interest or principal, if any; and (5) principal. The portion applied to principal in step (3) above will be the difference between the *scheduled* payment amount and the sum of any monthly outstanding balance insurance premium and the accrued interest.

No late charge will be assessed on any payment when the only delinquency is due to a late charge assessed on earlier payments. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. If a payment is not sufficient to pay the accrued interest, as of a scheduled payment date, the accrued and unpaid interest will be added to principal, and itself earn interest.

Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

THE SECTIONS IN THIS BOX WILL APPLY IF THIS IS A LOAN TO ONE OR MORE INDIVIDUALS FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND THE AMOUNT FINANCED IS $25,000.00 OR LESS.

DEFAULT - I will be in default on this agreement if either (a) or (b) occurs:

(a)

(1) If the interval between scheduled payments is 2 months or less,

(A) I have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates; or

(B) I fail to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date;

(2) If the interval between scheduled payments is more than 2 months, I have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date; or

(3) if the transaction is scheduled to be repaid in a single payment, I have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date.

For purposes of this paragraph (a) the amount outstanding shall not include any delinquency or deferral charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order they come due;

(b) I fail to observe any other covenant of the transaction, breach of which materially impairs the condition, value or protection of or the your right in any collateral securing the transaction, or materially impairs my ability to pay amounts due under the transaction.

DEFAULT CHARGES - If I default, I agree to pay the statutory costs as specifically authorized by Wis. Stat. § 422.413 which you incur in the disposition of any collateral and any other such charges you incur as authorized by Wis. Stat. Chaps. 421 to 427.

I also agree to pay your reasonable attorney's fees

(a) in the event I voluntarily or involuntarily seek relief under the United States Bankruptcy Code; *and/or*

(b) under the conditions for attorney's fees as provided in Wis. Stat. § 422.411.

RIGHT TO CURE - Your right to exercise your remedies, as provided below, is subject to my limited right to cure a default and to receive notice of such right. You will provide the notice when required, which will explain my rights. I understand I may have the right to redeem collateral under some conditions.

THE SECTIONS IN THIS BOX WILL APPLY IF THE AMOUNT FINANCED IS MORE THAN $25,000

DEFAULT - I will be in default on this loan and any agreement securing this loan if:

1. I fail to make a payment in full when due; or
2. Your prospect of payment, performance, or ability to realize upon any collateral is significantly impaired.

If any of us is in default on this note or any security agreement, you may exercise your remedies against any or all of us.

DEFAULT CHARGES - If I default, I agree to pay the costs you incur to collect this note and to realize on any collateral, including your reasonable attorney's fees.

REMEDIES - Subject to the RIGHT TO CURE section above (if applicable), if I am in default on this loan or any agreement securing this loan, you may exercise your rights provided by law and this agreement. I also understand and agree to the following:

1. You may accelerate the due date of the unpaid principal balance of the loan, plus accrued interest and charges, making it due in its entirety before the scheduled due date.
2. You may realize on any property securing this transaction.
3. You may demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
4. You may make a claim for any and all insurance benefits or refunds that may be available.

If I default and you choose not to exercise a remedy, you do not lose the right to treat the event as a default if it happens again.

SECURITY INTEREST IN DEPOSIT ACCOUNTS AT U.S. BANK, N.A. -

Governing law: For purposes of this security interest, we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph. (Technically speaking, we are agreeing that North Dakota is your jurisdiction, as provided in N.D. Stat. § 41-9-24.)

Grant: I grant to you a security interest in any and all deposit accounts (demand, time, savings, passbook, and specifically including but not limited to any certificated time accounts) I currently have or hereafter create with U.S. Bank, N.A. (your affiliate).

Exception: This grant does not apply to accounts that constitute a part of any qualified retirement plan (such as an Individual Retirement Account), any retail repurchase agreement, or any account where my only right is clearly and solely in a representative capacity.

Secures: This security interest secures the payment of this debt and any other debt I may owe you, now or hereafter.

Usage: You have the right to direct the U.S. Bank, N.A. to restrict or prohibit further withdrawals from my accounts, and to comply with your instructions directing disposition of funds in my accounts, including, to apply such funds toward payment of the secured debt. While you have the right to do this at any time, and without notice, it is your present intention to exercise these rights only in the event of my default on this or any other secured obligation, and to provide notice to me.

U.S. Bank, N.A. agrees to comply with your instructions for disposition of funds in my accounts without first obtaining my consent (other than the consent contained and expressed in this agreement).

I understand that U.S. Bank, N.A. is your affiliate.

Setoff: I also acknowledge that U.S. Bank, N.A. has a right of setoff in the event I owe money to U.S. Bank, N.A. This right of setoff, in the event of a conflict with the security interest granted here, will be subordinate to this security interest.

MONTHLY OUTSTANDING BALANCE INSURANCE PREMIUMS - This section applies to any transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

The insurance premiums for credit life and credit disability insurance are calculated on the monthly outstanding balance method. This means that each month you multiply the loan principal balance by the monthly premium rate (which is a rate per $100 of debt per month).

Each of the premiums quoted above for credit life and credit disability are the total of all the monthly premiums for the respective insurance, based on the assumed monthly principal balances. These assumed monthly principal balances assume that the interest rate will remain the same throughout the term of the transaction (which is not likely if this is a variable rate transaction), and that I will make all my payments in full and on time.

If the interest rate increases, and my periodic payment does not increase each month (as is normally how you schedule payments for variable rate transactions) then the amount I will pay for insurance I have bought from you will be more. Likewise, if the interest rate declines, or if I prepay, the amount for insurance will decline, as will the amount and length of coverage. In either case, this effect on premium is because the actual monthly principal balances will not be as assumed.

If I buy insurance from you for credit life or credit disability, the premiums are included in my periodic payments, and in the TOTAL OF PAYMENTS section. If I cancel the insurance before the scheduled maturity date, my periodic payment

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EXHIBIT A

amounts will remain as originally scheduled. This means that more of my payment will be available for the principal than otherwise would be true, and the number of payments, or the amount of my final payment, will be less than it otherwise would be. (See the paragraph titled PAYMENTS above.)

OBLIGATIONS INDEPENDENT - This paragraph applies if there are multiple parties (for example, a maker and a guarantor or co-maker) who are obligated to pay this loan. We understand that the obligation of each of us to pay this loan is independent of the obligation of the others to pay this loan. You may, without notice, release or give up any right you may have, extend new credit, renew or change this obligation, as to any of us, without affecting the obligation of any others (until this loan is paid in full).

You may fail to perfect your security interest in, impair, or release any security and I (we) will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

FINANCIAL STATEMENTS - I will give you any financial statement or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NAME AND LOCATION - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days' notice prior to changing my name or principal residence.

SKIP PAYMENTS - From time to time, you may offer me the chance to skip a payment on this loan. If I choose to accept this offer, I agree to pay a fee up to $50.00, and the term of this loan will be extended one month.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications).

It also secures any other debt I have with you now or later. Property described in this security agreement will not, however, secure other such debts if:

(1) the Property is my principal dwelling;

(2) this security interest is in household goods and the other debt is a consumer loan; or,

(3) this Property is described in Wis. St. § 422.417(3).

This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and

(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan of which the proceeds, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

If the Property is a motor vehicle, I represent that it is not a vehicle seized pursuant to any federal, state or local forfeiture law.

INSURANCE - I agree to buy the insurance coverages required on page 2 covering the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. If there is an insured loss, you may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in the appropriate state. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

COLLATERAL PROTECTION INSURANCE - [redacted] provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own. I agree that the cost of such insurance will be due immediately.

FILING - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your request in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the next portion of this document and subject to any of the limitations in the RIGHT TO CURE paragraph, you may (after giving notice and waiting a period of time, if required by law):

(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;

(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;

(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, as required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and

(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

ASSUMPTIONS - This security agreement and any loan it secures cannot be assumed by someone buying the Property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the Property, I will be in default on all obligations that are secured by this security agreement.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

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EXHIBIT A

AUTOMATIC WITHDRAWAL:

I ☐ DO ☒ DO NOT want Automatic Withdrawal.

By signing below I authorize you to automatically withdraw my regular payment from my transaction account listed below on each payment date.

Account number for automatic payment:

x Jennifer A Schultz x

ACH CANCELLATION FEE: I agree that if I arrange for automatic payments on this loan, either on this form or otherwise, and if my automatic payments are stopped for any reason not your fault, I agree to pay you an ACH cancellation fee of $ _____. I understand that automatic payments stop, and must be re-contracted for, if, for example, I close my account (without arranging for automatic payment from another account), there is insufficient funds in the account, or I stop payment on an automatic payment.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES - I agree to the terms set out on pages 1 thru 5 of this agreement. I have received a copy of this document on today's date.

Cosigners - see notice above before signing.

In this notice, "you" refers to the borrowers.
NOTICE TO BORROWER:
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REDUCTION OF THE FINANCE CHARGE.

Signature Jennifer A. Schultz 4/9/04
Date

Signature _____
Date

Signature _____
Date

Loan number: [redacted]

AUTHENTICATION BY U.S. BANK, N.A.:
U.S. Bank, N.A. affiliate of and agent for the lender on this loan, acknowledges and agrees to the control agreement contained in the Security Interest in deposit accounts, and the subordination of its right of setoff to this security interest if and to the extent of a conflict. This is intended as an authentication. U.S. BANK N.A.

FOR WISCONSIN RESIDENTS ONLY

☐ **Marital purpose.** If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

☐ **Management and Control.** If checked, I can act alone to assign, create a security interest in, mortgage, or otherwise encumber any property securing this note.

x _____

Nonsigning Spouse. The undersigned is married to the borrower signing this note and waives any notice of this extension of credit.

x _____

EXHIBIT A

1734485

SHEBOYGAN COUNTY, WI
RECORDED ON

05/25/2004 08:39AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 23.00
TRANSFER FEE:

STAFF ID 7
TRANS # 43595

OF PAGES: 7

Return Address:
First American Equity Loan Services, Inc.
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115
[redacted]

FACT Order #: [redacted]
ALS #: [redacted]

Parcel Number: 59281-312650

MORTGAGE
(With Future Advance Clause)

☐ Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin — Space Above This Line For Recording Data

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is April 9, 2004 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JENNIFER A SCHEELE - SINGLE

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SHEBOYGAN (County) at 824 WILSON AVE (Address) SHEBOYGAN (City) Wisconsin 53081 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

[redacted]

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EXHIBIT B

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed $.....94,777.33..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
   A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

   B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
   C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

   This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. § 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

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

[redacted]

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EXHIBIT B

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.
If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable.
Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument.
Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as "Property"): all existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "Leases"); and rents, issues and profits (all referred to as "Rents"). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided with this Assignment, and all future Leases and any other information with respect to future Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.
Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.

14. **DEFAULT.** Mortgagor will be in default if any of the following occur with regard to the Secured Debt which is secured by this Security Instrument: (1) with respect to a transaction other than one pursuant to an open-end plan, (a) if the interval between scheduled payments is 2 months or less, to have an outstanding amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or the failure to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date, (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date, (c) if the transaction is scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (2) with respect to a transaction pursuant to an open end plan, failure to pay when due on 2 occasions within any 12-month period; or (3) if any other condition in this Security Instrument is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay amounts due.

[redacted]

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EXHIBIT B

15. **NOTICE OF DEFAULT AND RIGHT TO CURE.** Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
16. **ACCELERATION.** If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
17. **DEFAULT CHARGES AND ATTORNEYS' FEES.** Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by Wis. Stat. Ch. 421 to 427, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in Wis. Stat. Ch. 428, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. After Mortgagor has paid all sums secured by this Security Instrument, and Lender has terminated any commitments for future advances, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor agrees to pay for any recordation costs of such release.
18. **POWER OF SALE.** If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
19. **MORTGAGOR'S RIGHT TO REINSTATE.** The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
20. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
21. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

[redacted]

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EXHIBIT B

22. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
23. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the secured debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value.
All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
24. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
25. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
26. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
27. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the state of Wisconsin, except that repossession will be governed, to the extent permitted by Wis. Stat. § 421.201(5), as amended, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
28. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
29. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.
30. **MORTGAGOR'S COPY.** Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.

[redacted]

© 1994 Bankers Systems, Inc., St. Cloud, MN Form WSB-MDIST0-WI 12/20/2001 6100AD 12/01

EXHIBIT B

31. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.

☐ Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

☐ Additional Terms.

FOR WISCONSIN RESIDENTS ONLY:
The Secured Debt is incurred in the interest of the undersigned Mortgagors' marriage or family.

..... [Seal] ..... [Seal]
(Signature) JENNIFER A SCHEELE (Date) (Signature) (Date)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

NOTICE TO CUSTOMER

(a) DO NOT SIGN THIS IF IT CONTAINS BLANK SPACES.
(b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED A PARTIAL REFUND OF THE FINANCE CHARGE.

Jennifer A. Scheele 4/9/04 [Seal] ..... [Seal]
(Signature) JENNIFER A SCHEELE (Date) (Signature) (Date)

..... [Seal] ..... [Seal]
(Signature) (Date) (Signature) (Date)

..... [Seal] ..... [Seal]
(Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT:
(Individual) STATE OF Wisconsin, COUNTY OF Sheboygan) ss.
This instrument was acknowledged before me this 9th day of April, 2004
by JENNIFER A SCHEELE

My commission expires: 3/9/08 (Seal)
Amanda Fuhrman
AMANDA FUHRMAN (Notary Public)

This instrument was drafted by Diane Delia of First American Equity Loan Services, Inc. (name).
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115
800-598-0208

NOTARY PUBLIC AMANDA FUHRMAN STATE OF WISCONSIN

EXHIBIT B

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF WISCONSIN, COUNTY OF SHEBOYGAN, WITH A STREET LOCATION ADDRESS OF 824 WILSON AVE; SHEBOYGAN, WI 53081-6908 CURRENTLY OWNED BY JENNIFER A SCHEELE HAVING A TAX IDENTIFICATION NUMBER OF 59281-312650 AND FURTHER DESCRIBED AS LAKE VIEW PARK SUBD. LOTS 13 & 14 BLK 21 & S 1/2 OF VACATED E-W ALLEY ADJ SD LOTS.

[redacted]
824 WILSON AVE; SHEBOYGAN, WI 53081-6908
[redacted]

The use of this Legal Description is limited by the terms and conditions of the FACT Title Report, the FACT Service Level Agreement, and the FACT Master Loan Policy.

EXHIBIT B

FILED
01-09-2018
Sheboygan County
Clerk of Circuit Court
2017CV000325

50-17-02349

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank, National Association successor by merger to
U.S. Bank National Association, N.D.

Plaintiff

v. Case No. 17 CV 325

Jennifer A. Scheele
824 Wilson Avenue
Sheboygan, WI 53081

U.S. Bank, National Association, N.D.
4325 17th Avenue S.
Fargo, ND 58103

Capital One Bank
c/o Corporation Service Company
1111 E. Main Street, Suite 1600
Richmond, VA 23219

Currence Financial LLC
c/o Scott M. Israel
250 Sunnyslope Road, Suite 300
Brookfield, WI 53005

Citibank
701 E. 60th Street N.
Sioux Falls, SD 57104

Defendants

ORDER FOR JUDGMENT AND JUDGMENT

For informational purposes:

Occupancy	Owner occupied
Statute	846.101
Redemption	Six months
Deficiency	No
Receiver	No

50-17-02349

The plaintiff having filed the Complaint and proof of service of the Summons on the defendants and an affidavit that the defendants are in default for failure to join issue, and

The plaintiff having moved the Court for judgment according to the demand of the Complaint, and

Each defendant appearing in the action having been served with a notice of motion for judgment, and

Due notice of the pendency of the action was filed in the Office of the Register of Deeds for this County more than twenty (20) days prior to the date of this hearing, and

The Court having received the proof of facts necessary for the Court to render judgment and the Court having determined that the material allegations of the Complaint are true, and
It Appearing that:

1. The name and place of residence of each party to the action is:

   Jennifer A. Scheele
   824 Wilson Avenue
   Sheboygan, WI 53081

   U.S. Bank, National Association, N.D.
   4325 17th Avenue S.
   Fargo, ND 58103

   Capital One Bank
   c/o Corporation Service Company
   1111 E. Main Street, Suite 1600
   Richmond, VA 23219

   Curranco Financial LLC
   c/o Scott M. Israel
   250 Sunnyslope Road, Suite 300
   Brookfield, WI 53005

   Citibank
   701 E. 60th Street N.
   Sioux Falls, SD 57104

2. That the mortgaged premises consists of a one-to-four family residence that was owner occupied at the commencement of this action, located at 824 Wilson Avenue, Sheboygan, WI 53081, and that said premises cannot be divided for sale in parcels without injury to the interests of the parties.

3. That there is now due and owing to the plaintiff:

Unpaid Principal Balance	$90,945.18
Accrued Interest	$27,279.21
Escrow Balance	$9,805.40
Escrow – Taxes	$11,493.79
Escrow – Hazard Insurance	$4,551.00
Escrow – Payments	$-2,367.80
Property Preservation	$45.00
Attorney Fees	$100.00
Grand Total	$141,851.78

4. That none of the defendants are in the military service or are under guardianship.

NOW, on motion of the Plaintiff's attorney, IT IS FOUND, DETERMINED and ADJUDGED THAT:

5. The material allegations of the Complaint are proven true.
6. That there is due to the Plaintiff from the mortgagor defendant the sum of $141,751.78, plus attorneys' fees in the amount of $100.00, which the Court determines to be reasonable, on in all, the sum of $141,851.78.
7. That all sums hereafter advanced by the Plaintiff for insurance, necessary repairs, and taxes, not included in the judgment total listed above, may be added to the judgment by Order at any time after the entry of judgment.
8. That the mortgaged premises are described as follows:

   LOT THIRTEEN (13) AND FOURTEEN (14) AND THE SOUTH ONE-HALF (S1/2) OF VACATED EAST-WEST ALLEY, BLOCK TWENTY-ONE (21) LAKE VIEW PARK SUBDIVISION IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

   Tax Key No. 59281-312650

9. That the mortgaged premises consists of twenty (20) acres or less in area and was owner occupied at the commencement of this foreclosure action, and that said premises cannot be divided for sale into parcels without injury to the rights of the parties, and must be sold as a whole.

10. That the premises, unless sooner redeemed, be sold at public auction by and under the direction of the Sheriff at any time upon the expiration of six (6) months from the date when judgment is entered for the amounts due the plaintiff, and said Sheriff shall give public notice of the time and place of such sale in the manner provided by law and by publication in a newspaper published in this County.
11. Said premises shall be sold subject to taxes and assessments, general or special, and any prior liens and encumbrances of record, if any, and free and clear of all claim, right or equity of redemption thereof, of all parties to this action, their heirs, successors and assigns, and all persons claiming under them subsequent to the filing of the pendency of this action, EXCEPT, if the United States of America is a defendant, it has the right to redeem after sale within the period provided by 28 U.S.C. §2410, and that all of the defendants be forever barred and foreclosed of any right, title, or interest in and to said premises after the confirmation of a sheriff's sale.
12. That after deducting Sheriff's fees and expenses of sale, the proceeds shall first be applied to the amounts due the plaintiff, with interest at the rate of 6.24% per annum, the minimum rate prevailing immediately prior to the default on which the foreclosure is based, and that the surplus, if any, shall be subject to the further Order of this Court.
13. That the Sheriff, after sale, shall make a report to the Court.
14. That the mortgagor defendant may remain entitled to possession of the premises and is entitled to all rents, issues and profits therefrom to the date of confirmation of sale, unless they should abandon the same.
15. That no deficiency judgment shall be entered against the mortgagor defendant.
16. That the defendants and persons claiming under them are enjoined from committing waste or doing any act that may impair the value of the mortgaged premises.
17. Pursuant to Wis. Stat. § 846.09 of the Wisconsin Statutes, the plaintiff is hereby granted leave to amend the Summons, Complaint, and all the proceedings in this action by making as defendant any person who is a proper or necessary party hereto.
18. That there is no such party as JOHN DOE SCHEELE; that all claims against said party are hereby dismissed, and the caption shall reflect accordingly.
19. That the Clerk of this Court will enter the judgment. This order for judgment and judgment is a final order for purposes of appeal.

Dated this 9th day of January, 2018

BY THE COURT:
Electronically signed by Kent Hoffmann
Circuit Court Judge

Judgment of foreclosure entered: _____

BY THE COURT:

By: _____
Judgment Clerk

50-17-02349

VII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 289-17-18 by City Clerk submitting a claim from Fred O. Hofmann, 1340 North 27th Street, for alleged damages to his basement from a sewer backup; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

4.2

R. O. No. 289 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from Fred O. Hofmann, 1340 North 27th Street, for alleged damages to his basement from a sewer backup.

Finance
Personnel
Finance + personnel
2 nite Council

CITY CLERK

DATE RECEIVED 2-9-18. RECEIVED BY MD.

CLAIM NO. 29-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 9'18 AM11:01

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: Fred O. Hofmann
2. Home address of Claimant: 1340 N. 27 St. Sheboygan
3. Home phone number: 920-452-6865
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Feb 3, 2018
6. Where did damage or injury occur? (give full description) Basement of Residence
7. How did damage or injury occur? (give full description) Sewer backup into basement
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: N/A
   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Unsanitary and contaminated sewer water entered my basement
   (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: N/A

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

Auto:	$	
Property:	$ Clothes ~$500.00	– Tools, pallets, clothes containers, personnel items
Personal injury:	$	
Other: (Specify below	$ ~~$1200.00~~ Cleanup	6 people x 20.00 100 Hours cleaning
TOTAL	$ ~~$1700.00~~	

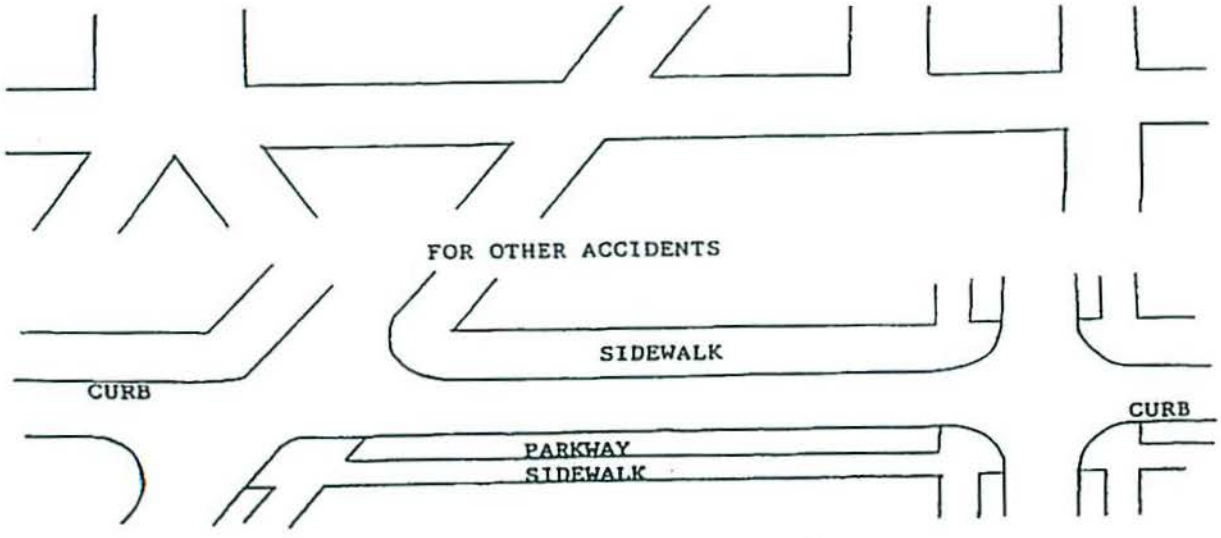
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: N/A

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 Fred O. Hofmann DATE 1-8-2018

DATE RECEIVED 2-9-18 RECEIVED BY MP

CLAIM NO. 29-17

CLAIM

Claimant's Name: Fred O. Hofmann

Claimant's Address: 1340 N. 27th St.

Claimant's Phone No. 920-452-6865

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ ~~1180.00~~ 1700.00

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 $ 1700.00.

SIGNED Fred O. Hofmann DATE: 1-8-2018

ADDRESS: 1340 N. 27 St. Sheboygan Wi. 53081

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

VII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 290-17-18 by City Clerk submitting a claim from American Family Insurance in regards to their insured, Eugene F. and Sharon K. Aschenbach, for alleged damages to their basement due to a sewer backup; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel 2018 2019

_____ _____

_____ _____

_____ _____

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

4.4

R. O. No. 290 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from American Family Insurance in regards to their insured, Eugene F and Sharon K Aschenbach, for alleged damages to their basement due to a sewer backup.

Finance
Personnel.
Finance + personnel
of new council

CITY CLERK

Rec'd 2-14-18 MD
Claim #30-17

AMERICAN FAMILY INSURANCE

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

CITY OF SHEBOYGAN
FEB 14 2018
FINANCE DEPARTMENT

February 08, 2018

69-SAM069

CITY OF SHEBOYGAN
828 CENTER AVE STE 302
SHEBOYGAN WI 53081-4442

RE:	Claim Number:	00-835-092242-6931
	Our Insured Name:	Eugene F & Sharon K Aschenbach
	Date of Loss:	February 3, 2018
	Our Company Name:	American Family Mutual Insurance Company, S.I.

Dear City Of Sheboygan:

We have received notice of the above claim from our insured. Our preliminary investigation indicates you were the cause of our insured's damages.

We anticipate making payment(s) to our insured. Once payment is made, our Subrogation Department will send supporting documentation to you or your insurance company to reimburse our claim payment(s) and our insured's deductible, if applicable. If you have a liability insurance policy, please complete the enclosed form and return it to us, marked "Attn: Subrogation Dept". We can then handle this matter directly with your insurance company.

If you have any questions, please contact me at the number below.

Sincerely,

Sarah Crose

Sarah A Crose
Subrogation Senior Adjuster
American Family Mutual Insurance Company, S.I.
1-800-MYAMFAM (1-800-692-6326) X 44777
scrose@amfam.com
Fax: 866-364-0982
www.amfam.com/claims

Enc:

INSURANCE INFORMATION FORM

Date of Loss: February 3, 2018

American Family Claim Number: 00-835-092242-6931

American Family Insured's Name: Eugene F & Sharon K Aschenbach

My Name: _____

Name of My Insurance Company: _____

Address: _____

Phone Number: _____

My Policy Number is: _____

Insured's Name on my Policy: _____

My Agent's Name: _____

Address: _____

Phone Number: _____

I have reported this loss to my insurance company. Yes ☐ No ☐

Check Here ☐ if you do not have a liability insurance policy.

Signed _____ Date _____

AMERICAN FAMILY INSURANCE

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

February 08, 2018

69-SAM069

CITY OF SHEBOYGAN
828 CENTER AVE STE 302
SHEBOYGAN WI 53081-4442

RE:

Our Insured:	Eugene F & Sharon K Aschenbach
Our Claim Number:	00-835-092242-6931
Date of Loss:	February 3, 2018
Amount of Claim:	$6250.00

Dear City Of Sheboygan:

We are notifying you that American Family Mutual Insurance Company, S.I. has now made payments, resulting from your responsibility for the above referenced claim. The total amount of the claim including our insureds deductible, if applicable, is indicated above.

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.

If you have a liability insurance policy, please complete and return the enclosed form to us. We can then contact your company and handle this matter directly with them. Otherwise, we ask that you contact us so suitable arrangements for payment to us can be made.

Sincerely,

Sarah Crose

Sarah A Crose
Subrogation Senior Adjuster
American Family Mutual Insurance Company, S.I.
1-800-MYAMFAM (1-800-692-6326) X 44777
scrose@amfam.com
Fax: 866-364-0982
www.amfam.com/claims

Enc:

Clm: 00-835-092242 / ASCHENBACH, EUGENE F & SHARON K **DOL:** 02/03/2018 **Policy:** 48B0031179-0

Financial Summary & Transactions

Loss Paid-to-Date: $5,250.00 **Deductible(s) Applied-to-Date: $1,000.00** **Expense Paid-to-Date: $0.00**

Filtered by: No filter applied. All items displayed.

Loss Payments:	**$5,250.00**	**Loss Credits:**	**$0.00**	**Expense Payments:**	**$0.00**	**Expense Credits:**	
Claim:	$5,250.00	**Claim:**	$0.00	**Legal:**	$0.00	**Legal:**	
Salvage:	$0.00	**Salvage:**	$0.00	**Medical:**	$0.00	**Medical:**	
Subrogation:	$0.00	**Subrogation:**	$0.00	**Other:**	$0.00	**Other:**	

Display By: Chronological Order

Displaying 1 item(s). **Sorted By:** Descending Trans Date

Trans Date	Trans #	Transaction	Pay To / Payor	Party - Peril	Amount	Status
02/07/2018	0102015588	Payment - Loss - Claim	EUGENE F & SHARON K ASCHENBACH	**ASCHENBACH, EUGENE F & SHARON K** Sewer Back Up/Sump Pump Overflow (R19): $5,250.00 D	$5,250.00	Issued
		Trans Message: Payment for policy limit on sewer backup loss				

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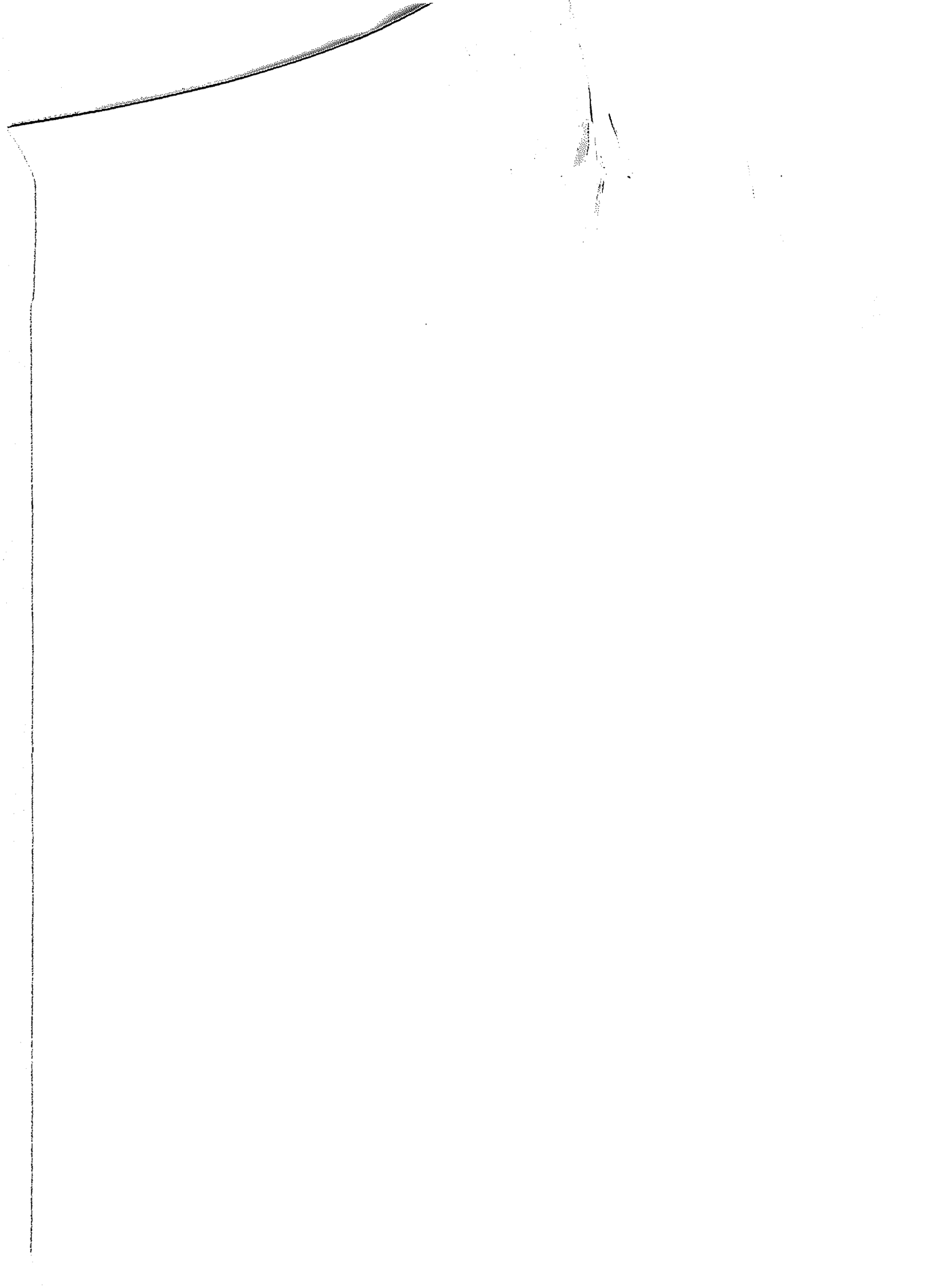


AMERICAN FAMILY INSURANCE **American Family Insurance Group**

Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

February 08, 2018

ASCHENBACH, EUGENE F & SHARON K
1404 N 27TH ST
SHEBOYGAN, WI 53081-3123

Claim Number: 00835092242
Date of Loss: 2/3/2018

The attached estimate of damages has been prepared for your property. The estimate has used common prices for labor and material from your area.

Enclosed is our draft for the actual cash value (today's replacement cost less depreciation) of your damaged property. For Dwelling and Structure damages, we may have included your mortgage company, **U. S. BANK NATIONAL ASSOCIATION ITS SUCCESSORS AND/OR ASSIGNS ATIMA C/O US BANK, U. S. BANK NATIONAL ASSOCIATION ITS SUCCESSORS AND/OR ASSIGNS C/O US BANK HOME M**, on the draft as required by your policy.

Summary For Sewer Back-up, Sump, Septic

Replacement Cost Value	Less Recoverable Depreciation	Less Non Recoverable Depreciation	Actual Cash Value (ACV)
$8,716.37	($1,245.65)		$7,470.72
Less Deductible			($1,000.00)
Less Amount Over Limit(s)			($1,470.72)
Total ACV Settlement			**$5,000.00**

Summary For Debris Removal - 5%

Replacement Cost Value	Less Recoverable Depreciation	Less Non Recoverable Depreciation	Actual Cash Value (ACV)
$340.00			$340.00
Less Amount Over Limit(s)			($90.00)
Total ACV Settlement			**$250.00**

Total Outstanding ACV Settlement (All Coverages) **$5,250.00**

See the enclosed estimate for details of your settlement which may include other itemized details not shown above.

If you wish to make a claim for the recoverable depreciation amount, you must do **TWO** things:

1. You must have the item(s) replaced or repaired within one year from your date of loss. *Exception: Georgia and Washington policies ONLY - Please refer to your policy language as well as the section of this estimate titled Claiming Recoverable Depreciation following the Estimate Recap or Coverage Limit Details sections.
2. You must submit a final repair bill or purchase receipt showing the item(s) has been repaired or replaced.

The attached estimate is what we expect to be the reasonable cost to repair or replace the property. This estimate may not include permit fees. If total charges for repair/replacement plus permits exceed the amount shown here for that

placement, prior to any deductible, then additional amounts may be payable. If the actual cost is more or less, the final it will be adjusted accordingly. If you wish, you may repair or replace with higher quality items, however, you will be ible for any increase in cost.

efer to your policy under either CONDITIONS - SECTION I or HOW WE SETTLE LOSSES - SECTION I for further on determining your loss settlement.

present this estimate to a contractor or repair facility of your choice BEFORE you authorize the start of repairs. If any nal damage or costs are identified, for which you believe we should be responsible, they must be approved by a ntative of American Family Insurance prior to having the additional work done. If you, your contractor, or repair have any questions, please contact us at (920) 889-5506.

an Family Insurance appreciates your business.

You,
th

Insured: ASCHENBACH, EUGENE F & SHARON K
1404 N 27TH ST
SHEBOYGAN, WI 53081-3123

Claim Rep.: Jon Roth
Estimator: Jon Roth

Claim Number: 00835092242 **Policy Number:** 48B0317901 **Type of Loss:** Sewer Back Up/Sump Pump Overflow

Coverage	Deductible	Policy Limit
Dwelling	$0.00	$149,600.00
Contents	$0.00	$112,200.00
Sewer Back-up, Sump, Septic	$1,000.00	$5,000.00
Debris Removal - 5%	$0.00	$250.00

Date Contacted: 2/5/2018 2:35 PM
Date of Loss: 2/3/2018 12:15 PM
Date Est. Completed: 2/8/2018 12:36 AM

Price List: WIAP8X_FEB18_1
Restoration/Service/Remodel

Sales Taxes:	Material Sales Tax	@	5.500%
	Services Mat'l Tax	@	5.500%
	Service Sales Tax	@	5.500%
	Manuf. Home Tax	@	5.500%
	Storage Tax	@	5.500%

Estimate Recap For Sewer Back-up, Sump, Septic

Description	RCV	Recoverable Depreciation	Non-recoverable Depreciation	ACV
Main Level - Basement	8,716.37	1,245.65	0.00	7,470.72
	8,716.37	**1,245.65**	**0.00**	**7,470.72**

Estimate Recap For Debris Removal - 5%

Description	RCV	Recoverable Depreciation	Non-recoverable Depreciation	ACV
Main Level - Basement	340.00	0.00	0.00	340.00
	340.00	**0.00**	**0.00**	**340.00**

IMPORTANT - Please read the definitions below

What is replacement cost (RCV)?
Replacement cost is the cost to repair the damaged item with an item of like kind and quality, without deduction for depreciation.

What is depreciation?
Depreciation is the amount deducted from the replacement cost based upon the age and condition of the item being replaced.

What is actual cash value (ACV)?
Actual cash value is based on the cost to repair or replace the damaged item with an item of like kind and quality, **less depreciation**.

Coverage Limit Details

Coverage	Aggregate Limit	Single Item Limit	Overage
Sewer Back-up, Sump, Septic	$5,000.00		$3,716.37
Subtotal			$3,716.37
Less Deductible			($1,000.00)
		Amount Over Limit(s)	**$2,716.37**

Coverage	Aggregate Limit	Single Item Limit	Overage
Debris Removal - 5%	$250.00		$90.00
Subtotal			$90.00
Less Deductible			($0.00)
		Amount Over Limit(s)	**$90.00**

Total Amount Over Limit(s): $2,806.37

The Actual Cash Value (ACV) is based on an item's: ***Age divided by normal Useful Life,*** *unless otherwise noted. Deviation from* ***Age divided by normal Useful life*** *is common due to inspection evaluation, condition of the item, obsolescence, product research, expert opinions, utility/functional value, market value and in some cases all or some of the above. The definitions listed above are meant to aid in the understanding of this estimate only. For further information on RSVP, ACV and depreciation, please contact your claim representative.*

Physical mail you submit: *American Family Insurance appreciates your assistance in the handling of your claim. Any documentation you submit will be scanned and electronically retained in your claim file. Please include the claim number on the items submitted. The original documentation will be destroyed after 30 days. If you would like your documents returned, please indicate this on the documents and provide the address to which you would like the documents returned.*

E-mail: *My goal is to provide outstanding customer service. If you choose to use e-mail to communicate with me regarding your claim, please be sure to include your name and claim number on the subject line. Please forward any e-mail correspondence regarding your claim to the e-mail address listed below. Thank you for being our Customer.*

ASCHENBACH__EUGENE_F

Main Level

Basement Height: 7'

959.00 SF Walls | 1,029.06 SF Ceiling | 1,988.06 SF Walls & Ceiling
1,029.06 SF Floor | 114.34 SY Flooring | 137.00 LF Floor Perimeter
137.00 LF Ceil. Perimeter

Description	Qty	Unit Price	Taxes	Replacement Cost Total	Less Depreciation	Actual Cash Value
1. Contents - move out then reset - Extra large room	1.00 EA	$154.49	$0.00	$154.49	-$0.00 (10/0yr)	$154.49
2. Replace Washing machine - Remove & reset	1.00 EA	$31.04	$0.00	$31.04	-$0.00 (10/0yr)	$31.04
3. Replace Dryer - Remove & reset	1.00 EA	$27.95	$0.00	$27.95	-$0.00	$27.95
4. Mask wall - plastic, paper, tape (per LF)	137.00 LF	$0.90	$1.73	$125.03	-$8.34 (10/150yr)	$116.69
5. Seal/prime then paint the walls (2 coats)	959.00 SF	$0.65	$7.91	$631.26	-$420.84 (10/15yr)	$210.42
6. Replace Floor preparation for resilient flooring	1,029.06 SF	$0.50	$5.66	$520.19	-$104.04 (10/50yr)	$416.15
7. Replace Vinyl tile	1,029.06 SF	$3.34	$125.08	$3,562.14	-$712.43 (10/50yr)	$2,849.71
8. Replace Furnace Repair Estimate provided by Werner Heating - Repair only; no depreciation	1.00 EA	$2,083.00	$0.00	$2,083.00	-$0.00	$2,083.00
9. Replace Water Heater Invoice provided by Sheboygan Plumbing - Already replaced so no depreciation applicable	1.00 EA	$850.00	$0.00	$850.00	-$0.00	$850.00
10. Furnace Duct Cleaning Estimate provided by Werner Heating	1.00 EA	$525.00	$0.00	$525.00	-$0.00	$525.00
11. Final cleaning - construction - Residential	1,029.06 SF	$0.19	$10.75	$206.27	-$0.00	$206.27

Basement continued...

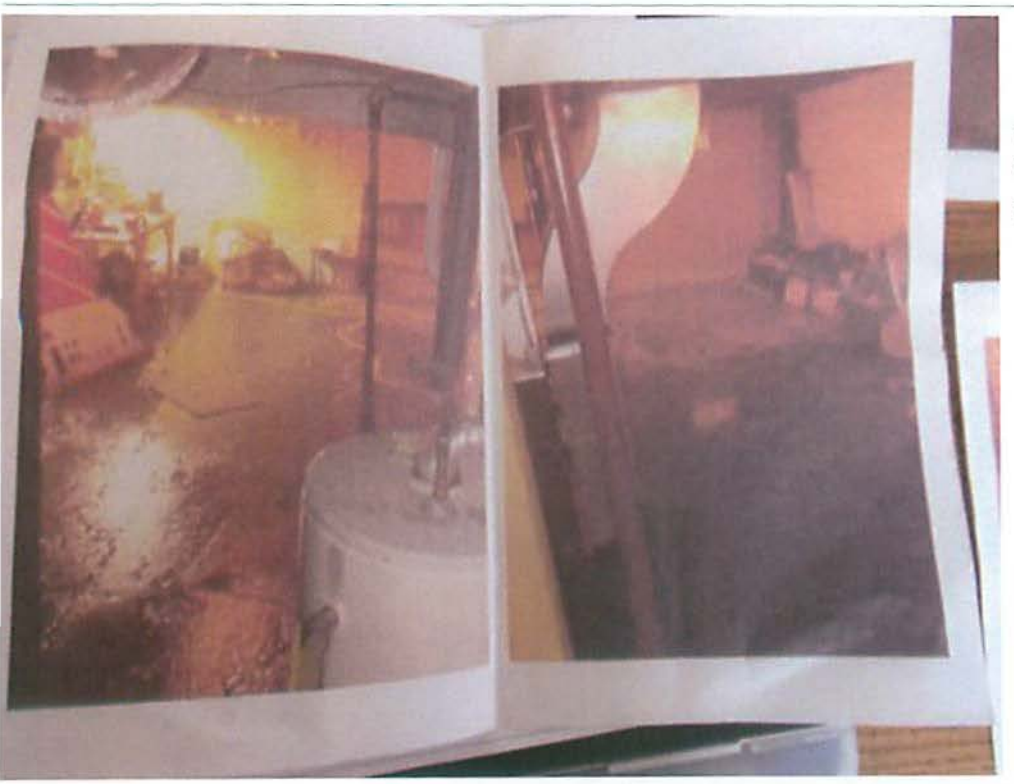
Description	Qty	Unit Price	Taxes	Replacement Cost Total	Less Depreciation	Actual Cash Value
12. Dumpster load - Approx. 12 yards, 1-3 tons of debris						
	1.00 EA	$340.00	$0.00	$340.00	-$0.00	$340.00
Totals			**$151.13**	**$9,056.37**	**-$1,245.65**	**$7,810.72**

	Taxes	Replacement Cost Total	Less Depreciation	Actual Cash Value
Estimate Totals	**$151.13**	**$9,056.37**	**-$1,245.65**	**$7,810.72**

Photo Sheet

merican Family Insurance Group
laim Scanning Center
)00 American Parkway
adison, WI 53783-0001
hone: 920-889-5506 Fax 888-284-8397
mail: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



1-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018

2-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018

Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
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3-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018

4-Photos provided by insured of sewage in basem

Date Taken: 2/6/2018

Photo Sheet

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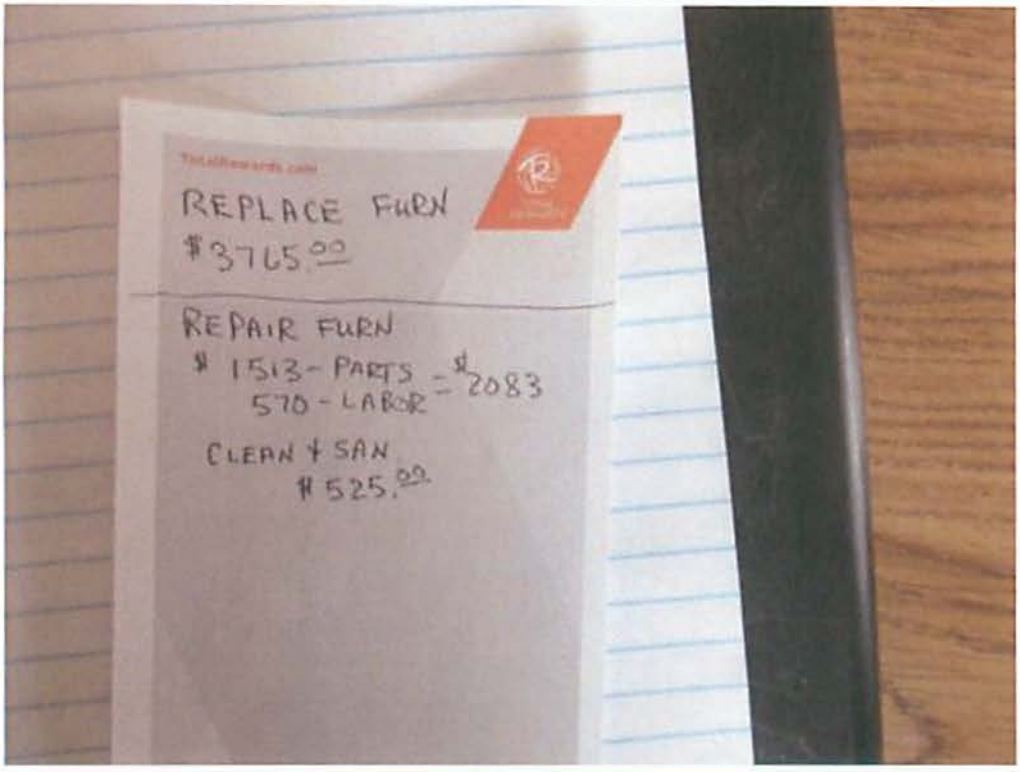
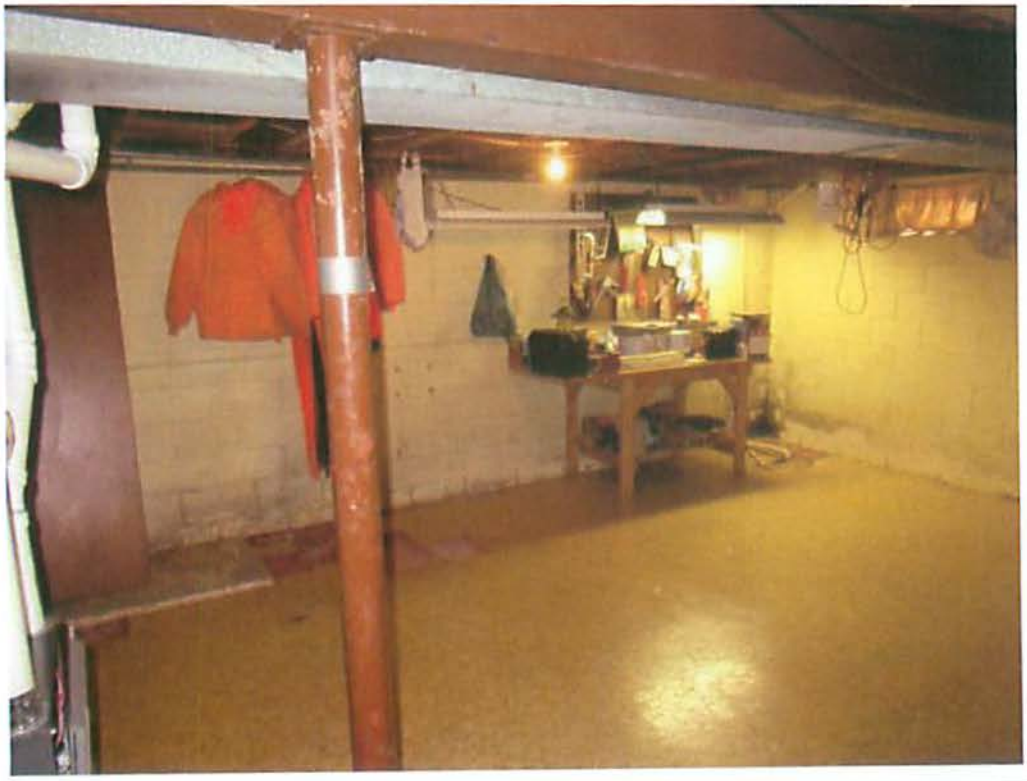


5-Estimate for furnace repair and replacement

Date Taken: 2/6/2018



6-Basement overview (1)

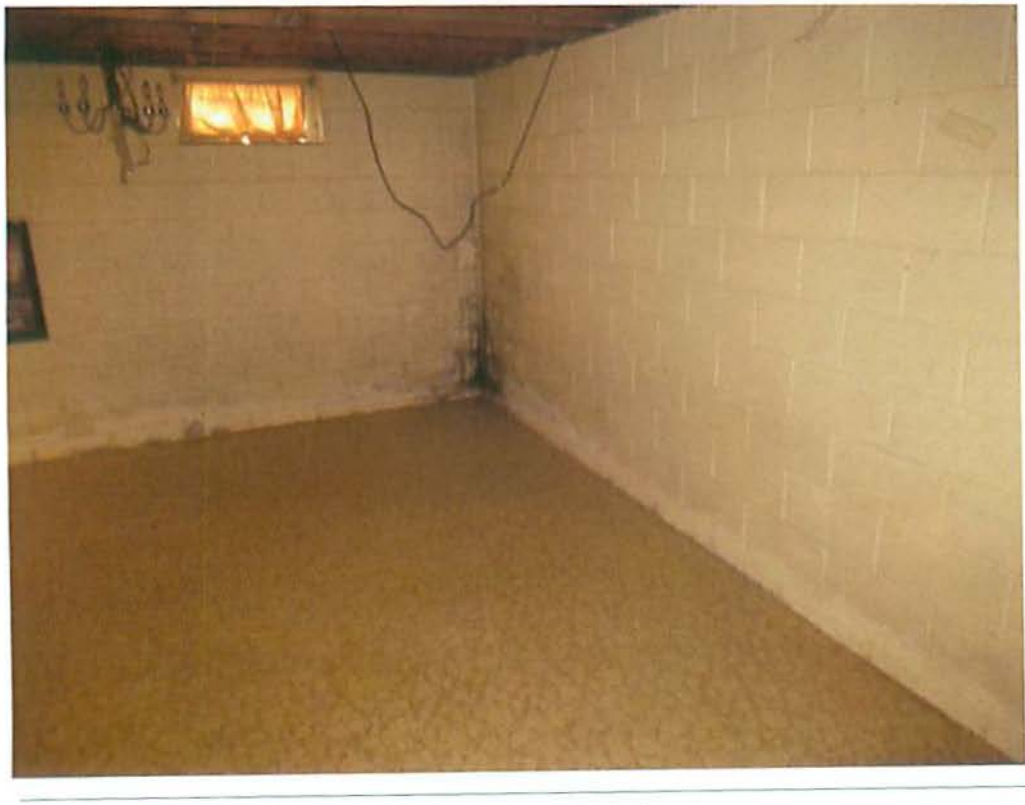
Date Taken: 2/6/2018

Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901

7-Basement overview (2)
Date Taken: 2/6/2018



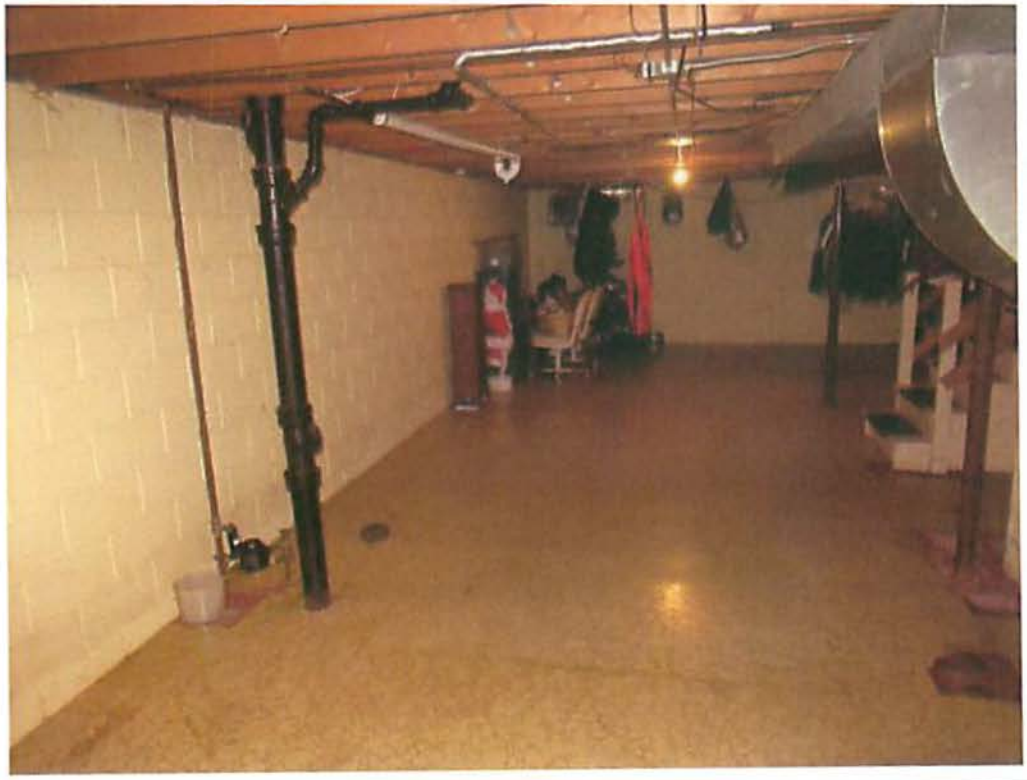
8-Basement overview (3)
Date Taken: 2/6/2018

Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901

9-Basement overview (4)
Date Taken: 2/6/2018

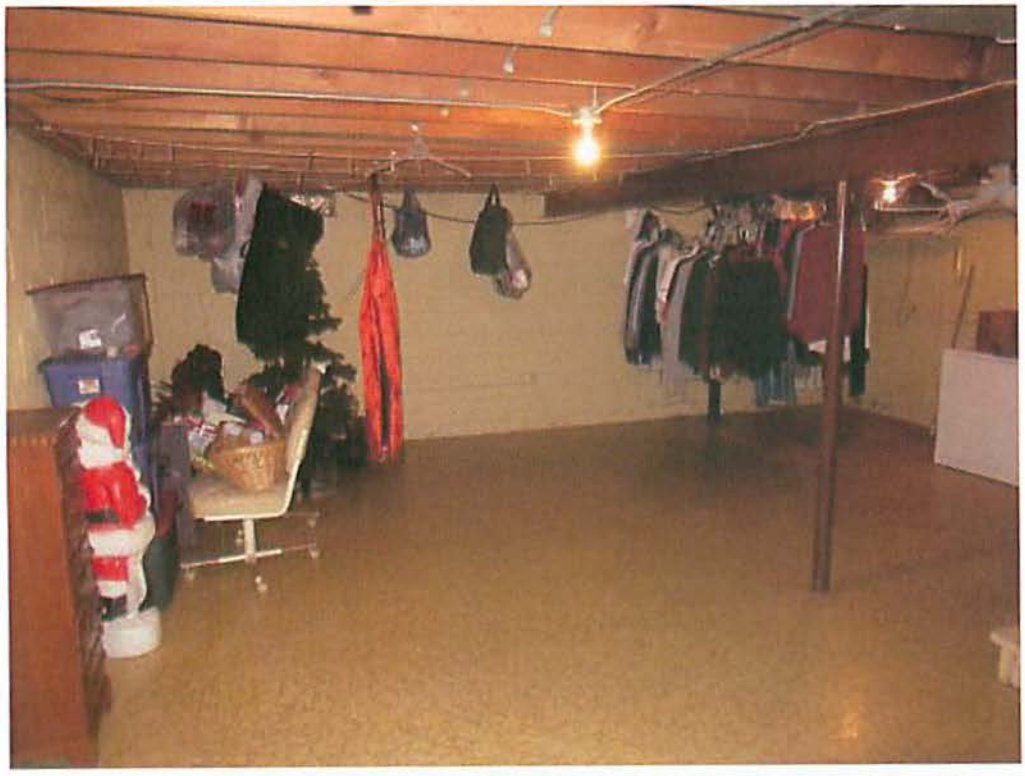


10-Basement overview (5)
Date Taken: 2/6/2018

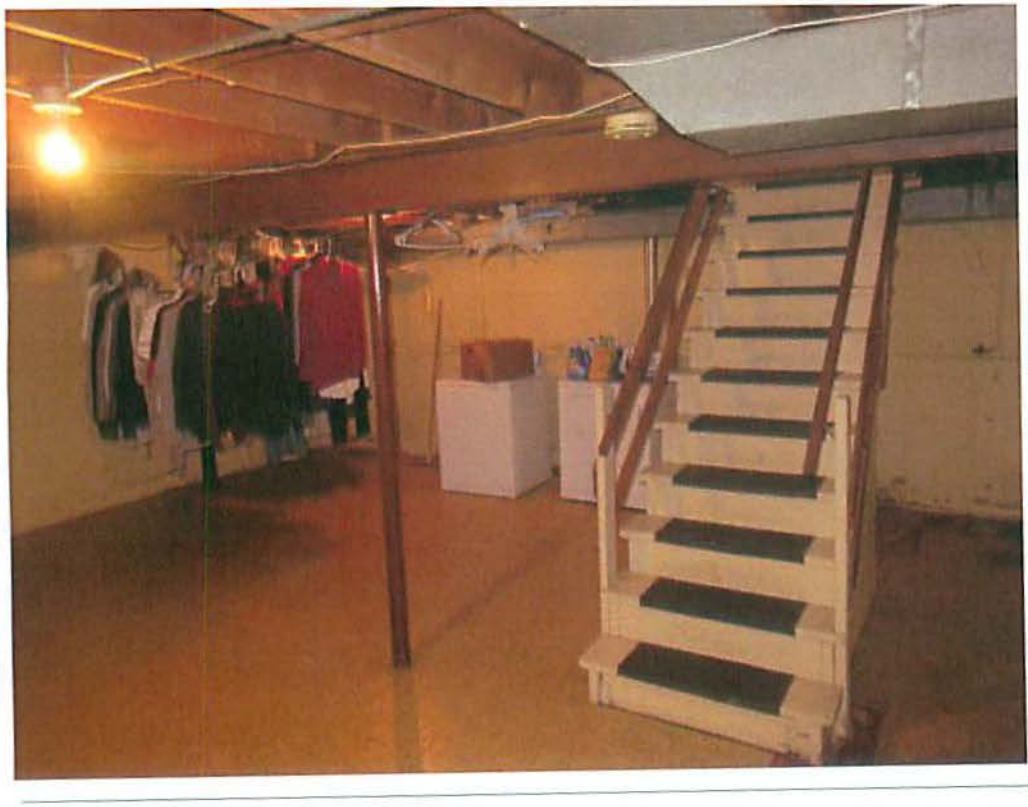
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



11-Basement overview (6)
Date Taken: 2/6/2018

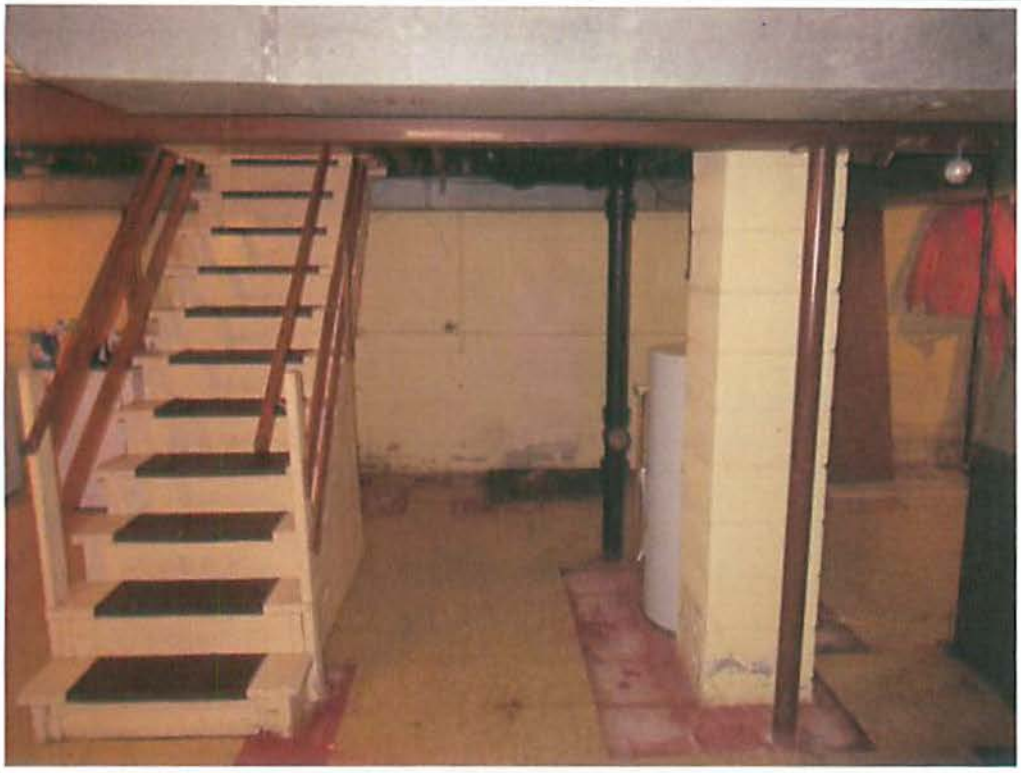


12-Basement overview (7)
Date Taken: 2/6/2018

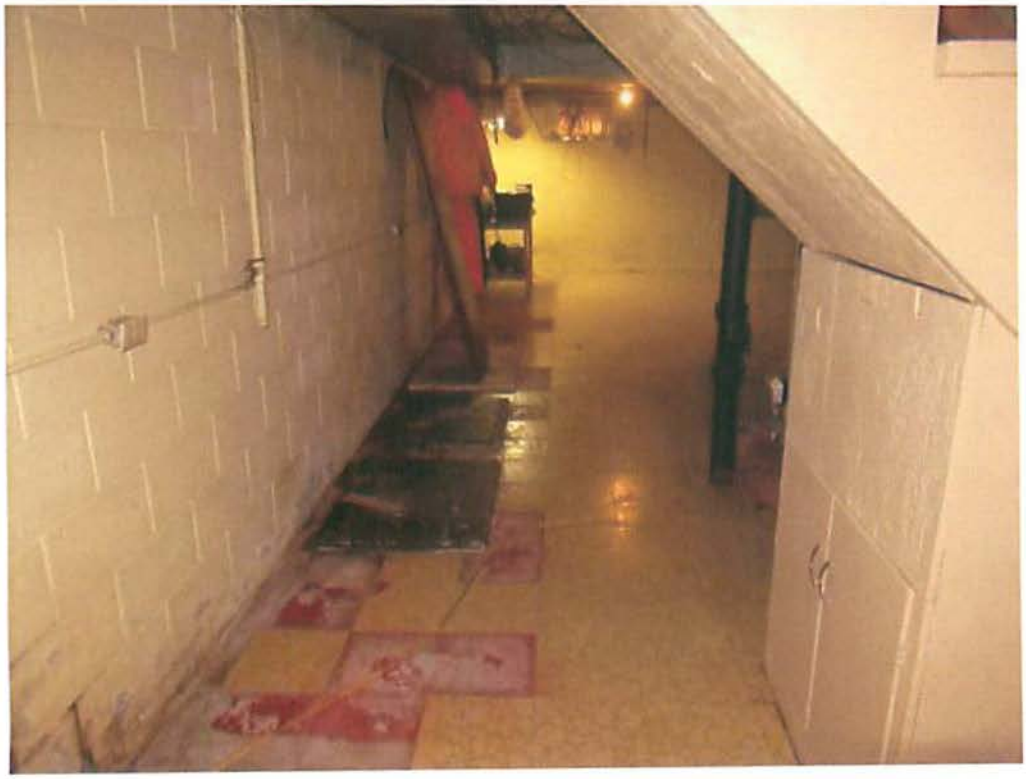
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901



13-Basement overview (8)
Date Taken: 2/6/2018



14-Basement overview (9)
Date Taken: 2/6/2018

Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901

15-Furnace overview
Date Taken: 2/6/2018

16-New water heater
Date Taken: 2/6/2018

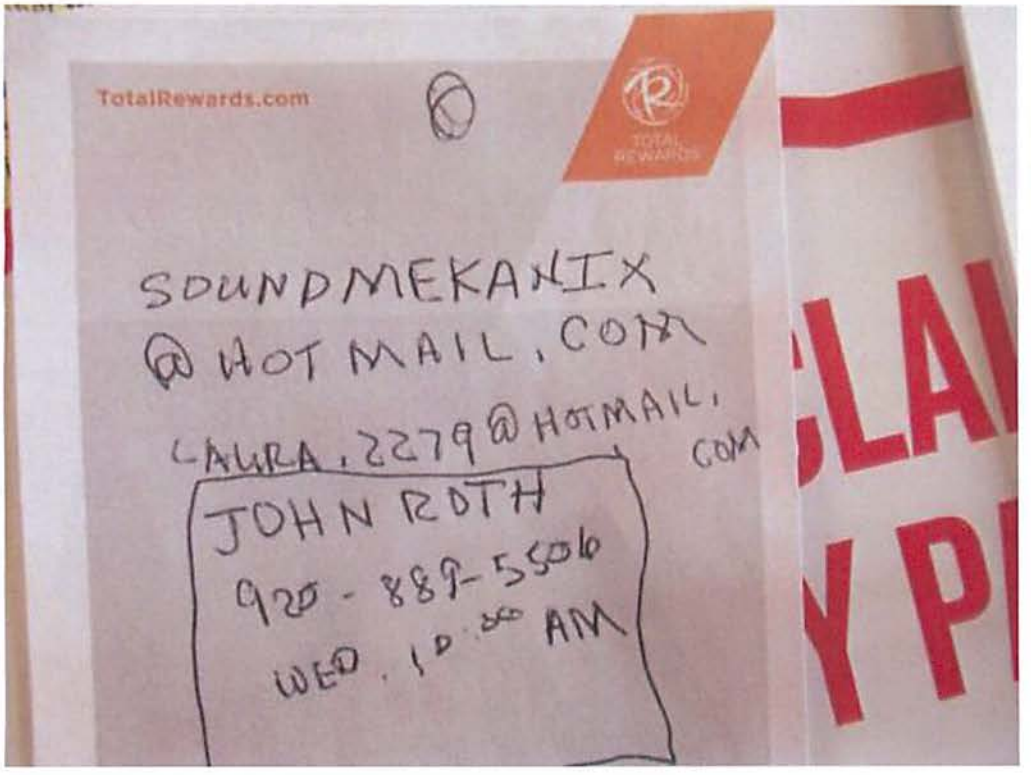
Photo Sheet

American Family Insurance Group
Claim Scanning Center
6000 American Parkway
Madison, WI 53783-0001
Phone: 920-889-5506 Fax 888-284-8397
Email: jroth1@amfam.com

Insured: ASCHENBACH, EUGENE F & SHARON K
Claim #: 00835092242
Policy #: 48B0317901

17-Front elevaiton

Date Taken: 2/6/2018



18-Email address for insured

Date Taken: 2/6/2018

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 291-17-18 by City Clerk submitting a claim from Eric Strouf, 1306 North 28th Street, for alleged damages to his basement from a sewer backup; recommends referring to Finance and Personnel Committee of the new council.

Finance
Personnel
2018-2019

_____ _____

_____ _____

_____ _____

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

4.3

R. O. No. 291 - 17 - 18. By CITY CLERK. February 19, 2018.

Submitting a claim from Eric Strouf, 1306 North 28th Street, for alleged damages to his basement from a sewer backup.

Finance
Personnel
Finance + personnel
7 new Council

CITY CLERK

DATE RECEIVED 2-5-18 RECEIVED BY MD

CLAIM NO. 28-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 5'18 PM 4:19

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: Eric Strouf
2. Home address of Claimant: 1306 N 28th St. Sheboygan, WI 53081
3. Home phone number: 920-946-8975
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) 2/3/18 8:00 am
6. Where did damage or injury occur? (give full description)
   Basement laundry/storage Room
7. How did damage or injury occur? (give full description)
   Water and sewage was coming up through basement floor drain.
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: N/A
   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A
   (b) Claimant's statement of basis for such liability: N/A

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

No Injuries. Property damage to basement floors, walls, and storage.

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

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

Auto:	$
Property:	$ 2500
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 2500

Damaged vehicle (if applicable)

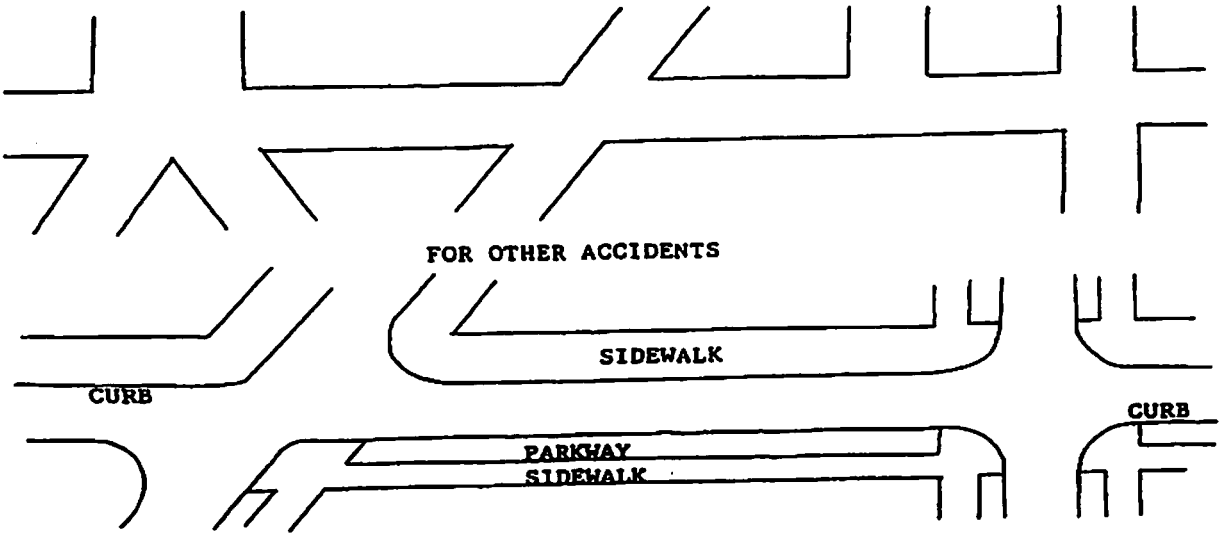
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

N/A

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 Erin Stf DATE 2/5/18

DATE RECEIVED 2-5-18

RECEIVED BY MD

CLAIM NO. 28-17

CLAIM

Claimant's Name: Eric Stranf

Claimant's Address: 1306 N 28th St.
Sheboygan, WI 53081

Claimant's Phone No. 920-946-8975

Auto	$
Property	$ 2500
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 2500

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 $ 2500.

SIGNED Eric Stf DATE: 2/5/18

ADDRESS: 1306 N 28th St Sheboygan WI 53081

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

Harrison's Cleanup & Restoration

Harrison's Cleanup & Restoration
3475 County Road I
Saukville WI, 53080

Client:	Eric Strouf	Home:	(920) 946-8975
Property:	1306 N 28th St Sheboygan, WI 53081		
Operator Info:			
Operator:	MICHAEL		
Estimator:	Michael Coyle	Business:	(262) 305-5889
Company:	Harrison's Cleanup & Restoration	E-mail:	mike@harrisonsrestoration.com
Business:	3475 County Road I Saukville, WI 53080		

Type of Estimate:	Backup of Sewer or Drain		
Date Entered:	2/5/2018	Date Assigned:	2/3/2018
Date Est. Completed:	2/5/2018	Date Job Completed:	2/5/2018

Price List:	WIMW7X_JAN18
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	2018-02-05-1438

Claim #	Type of Loss	Deductible
	DRAIN BCK	0.00

Base Service Charges - This charge is added to each labor category to help ensure that the unit piece will cover the expenses for all jobs with include travel, supplies, planning, and mobilization of each contractor.

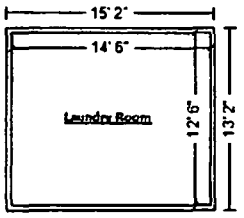
PLEASE NOTE - In order to accurately invoice for remediation portion, final invoice will be completed on actual time and material needed to complete repair. Included amounts are allowances only. Amount may vary, based upon final determined scope of work for cleaning after demolition.

Harrison's Cleanup & Restoration

Harrison's Cleanup & Restoration
3475 County Road I
Saukville WI, 53080

2018-02-05-1438

Main Level



Laundry Room **Height: 8'**

431.74 SF Walls	181.04 SF Ceiling
612.78 SF Walls & Ceiling	181.04 SF Floor
20.12 SY Flooring	53.97 LF Floor Perimeter
53.97 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean more than the floor with pressure steam - Pressure wash floor 4 times, once for sewage removal, after microban qgc, then after microban spray plus, and the final clean - After hours - Saturday	724.18 SF	0.00	0.69	499.68
Apply anti-microbial agent to more than the floor - after hours - 2 applications - Microban QGC and Microban Spray Plus	362.09 SF	0.00	0.27	97.76
Water extract from hard surf flr - Cat 3 wtr - aft bus hrs - Extraction sewage and from pressure washing	181.04 SF	0.00	1.06	191.90
Totals: Laundry Room				789.34

Services

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Emergency service call - after business hours	1.00 EA	0.00	180.36	180.36
Equip. travel, setup, & monitoring - after hrs	5.00 HR	0.00	59.46	297.30
Equipment Travel, take down, and monitoring (hourly charge)	2.00 HR	0.00	39.60	79.20
Dehumidifier - XLarge - No monitoring - 1 unit for 3 days - Saturday - Monday	3.00 EA	0.00	114.72	344.16
Air mover - No monitoring - 3 units for 3 days - Sat - Mon	9.00 EA	0.00	25.56	230.04
Equipment decontamination charge - per piece of equipment - Clean tools, hose, pressure line, recovery tank, and drying equipment	4.00 EA	0.00	33.36	133.44

Harrison's Cleanup & Restoration
3475 County Road I
Saukville WI, 53080

CONTINUED - Services

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Content Manipulation charge - per hour - after hours	0.50 HR	0.00	59.35	29.68
Totals: Services				1,294.18
Total: Main Level				2,083.52
Line Item Totals: 2018-02-05-1438				**2,083.52**

Grand Total Areas:

431.74	SF Walls	181.04	SF Ceiling	612.78	SF Walls and Ceiling
181.04	SF Floor	20.12	SY Flooring	53.97	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	53.97	LF Ceil. Perimeter
181.04	Floor Area	199.48	Total Area	431.74	Interior Wall Area
509.70	Exterior Wall Area	56.63	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Harrison's Cleanup & Restoration
3475 County Road I
Saukville WI, 53080

Summary

Line Item Total			2,083.52
Services Mat'l Tax	@	5.600%	7.55
Subtotal			2,091.07
Service Sales Tax	@	5.600%	115.44
Replacement Cost Value			**$2,206.51**
Net Claim			**$2,206.51**

Michael Coyle

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 302-17-18 by City Clerk submitting a claim from James Wiroll for alleged damages to the driver side mirror of his parked vehicle by a snow plow; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018.2019

_____ _____

_____ _____

_____ _____

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

4.4

R. O. No. 302 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from James Wiroll for alleged damages to the driver side mirror of his parked vehicle by a snow plow.

Finance
Personnel
finance + personnel
& new council.

CITY CLERK

DATE RECEIVED 2-26-18 RECEIVED BY MKC FEB 26 '18 PM 1:22

CLAIM NO. 34-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: James Wiroll
2. Home address of Claimant: 103 Lake CT. Sheboygan WI
3. Home phone number: (920) 918 8699
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 2-9-18 5:04 pm
6. Where did damage or injury occur? (give full description) ON Lake CT 55 Ft west of N 1st street City of Sheboygan
7. How did damage or injury occur? (give full description) City of Sheboygan Snow plow Hit Parked Vehicle driver side mirror
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: William DE Amico

   (b) Claimant's statement of the basis of such liability: City of Sheboygan Snow plow Hit legally parked Vehicle driver side mirror
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

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

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

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

2004 Nissan Titan LE driver Side Side Mirror partially removed and damaged

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

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

Auto:	$ 581.07
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 581.07

Damaged vehicle (if applicable)

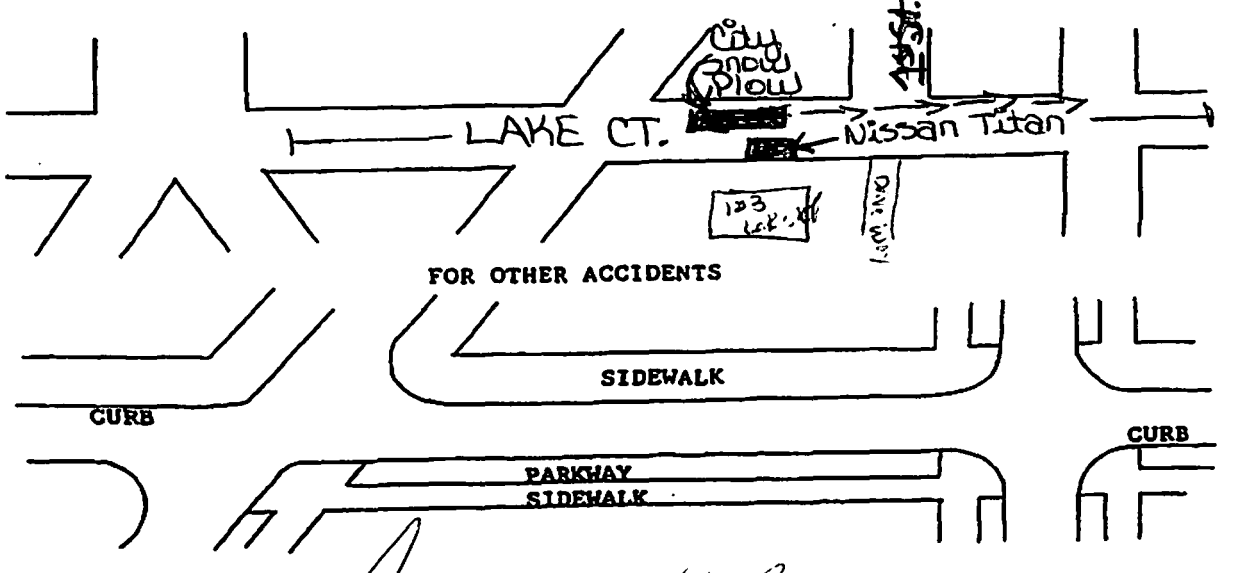
Make: Nissan Model: Titan LE Year: 2004 Mileage: 189,368

Names and addresses of witnesses, doctors and hospitals: James G Wirth

103 Lake Ct Sheboygan WI 53081

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 James G Wirth DATE 2-23-18

DATE RECEIVED 2-26-18

RECEIVED BY MKC

CLAIM NO. 34-17

CLAIM

Claimant's Name: James A Wirol

Claimant's Address: 103 Lake Ct.
Sheboygan WI

Claimant's Phone No. (920) 918 8699

Auto	$ 581.07
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 581.07

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 $ 581.07 .

SIGNED James A Wirol DATE: 2-23-18

ADDRESS: 103 Lake Ct. Sheboygan WI 53081

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

G7L09QKRGJ
C18-02765

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L09QKRGJ

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER NICHOLAS HELLAND
Crash Date 02/09/2018	**Crash Time** 05:04 PM	**Date Arrived** 02/09/2018	**Time Arrived** 05:53 PM
Date Notified 02/09/2018	**Time Notified** 05:43 PM	**Total Units** 02	**Total Injured** 00 / **Total Killed** .00
☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone / ☐ Trailer or Towed / ☐ Reporting Threshold
☐ Government Property	☐ Active School Zone	**School Bus Related** NO	**Tags**
☐ Reportable	**Crash Type** DT4000 (STANDARD CRASH)	☐ Amended	☐ Secondary Crash

Location

ON LAKE CT 55 FT W OF N 1ST ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	**Latitude** 43.76244927	**Longitude** -87.7016044	**Lat/LongSource** TLT/ILT	**Access Control**
	X Coordinate 443525.4687	**Y Coordinate** 4845728.5	**On Roadway Link ID#** 4648307	**On Roadway Link Offset** 55
	Override ☐	**Tribal Land**		**Structure Type**

Crash Scene

First Harmful Event PARKED MOTOR VEHICLE	**First Harmful Event Location** ON ROADWAY
Manner of Collision NO COLLISION W/VEHICLE IN TRANSPORT	**Light Condition** DARK/LIGHTED
Road Surface Condition(s) SNOW	**Environment Factor(s)** NONE
Roadway Factor(s) NONE	**Weather Condition(s)** CLEAR
Animal Type	**Relation To Trafficway** TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	**Crash Classification - Jurisdiction** NO SPECIAL JURISDICTION
Tribal Land	**Access Control** NO CONTROL / **Special Study**
Within Interchange Area NO / **Junction Location** NON-JUNCTION	**Intersection Type** NOT AN INTERSECTION

Unit Summary

UNIT 01

Unit Status IN TRANSIT		**Vehicle Operating As Classification** C CLASS		**Unit Type** TRUCK
Vehicle Type SNOW PLOW				**Operating As Endorsements**
Total Occs 1	**Train/Bus # Injured**	**Total # Citations Issued** 0	**Total Trailers** 0	**Total HazMat Types** 0
Insurance? YES	**Direction Of Travel** EASTBOUND	☐ Pre CrashTire Mark	**Speed Limit** 25	**Total Lanes** 2
Most Harmful Event: Collision With PARKED MOTOR VEHICLE		**Special Function** NO SPECIAL FUNCTION		**Emergency Motor Vehicle Use** NOT APPLICABLE
Traffic Way TWO-WAY, NOT DIVIDED		**Traffic Control** NO CONTROL		**Traffic Control Inoperative/Missing** NO
Surface Type BLACKTOP (BITUMINOUS)		**Road Curvature** STRAIGHT		**Road Grade** LEVEL
Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR				

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 INDIVIDUAL 01

Role: DRIVER			Citations Issued: 0	☐ Use Driver Address		Individual Type: INDIVIDUAL		
Last Name: DE AMICO			First Name: WILLIAM			Middle Initial: JOHN	Suffix:	
Street Address: 6445 SUNSET RD			Street Address 2:			PO Box:		
City: KOHLER			State: WI	Zip Code: 53044		Country of Residence: UNITED STATES		
DOB: 02/23/1979	Sex: M	Race: W	Hair: BROWN	Eyes: BROWN	Height: 503	Weight: 150	Phone Number: (920) 918-1515 EXT.	
Driver's License Number: D5209307906309			State: WI	License Jurisdiction: STATE		Country of Issuance: UNITED STATES		
License Type: COMMERCIAL DRIVER LICENSE (CDL)			License Status: VALID LICENSE			DL Expire Year: 2026		
Equipment	On Duty Accident: WINTER-HWY-MAINTENANC		Safety Equipment: SHOULDER & LAP BELT					
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC								
Helmet Use:			Helmet Compliance:					
Eye Protection:			Tint Compliance:					
Injury	Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED					
Ejected: NOT EJECTED			Ejection Path: NOT EJECTED/NOT APPLICA			Trapped/Extricated: NOT TRAPPED		
MedicalTransport: NOT TRANSPORTED			EMS Agency Identifier:			EMS Run #:		
Hospital:			Date of Death:			Time of Death:		
Non Motorist	Striking Unit #:		Location:			To/FromSchool:		
Prior Action:			Action:					
			Action Other:					

UNIT INDIVIDUAL 01

Drug & Alcoh	Individual Condition: APPEARED NORMAL							
Suspected Alcohol Use: NO			Suspected Drug Use: NO					
Alcohol Test Given: TEST NOT GIVEN		Alcohol Test Type:		Alcohol Test Results:				
Drug Test Given: TEST NOT GIVEN		Drug Test Type:		Drug Test Results:				
Drug Type:								

License Plate Number: 85445			Plate Type: MUN - MUNICIPAL			St: WI	Country of Issuance: UNITED STATES	
Vehicle Identification Number: 1HTWDAZR69J167656						Year: 2009	Make: INTERNATIONAL	
Model:			Body Style: CB - CAB CHASSIS				Color: BLU - BLUE	

G7L09QKRGJ
C18-02765

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 VEHICLE 01

Initial Contact Point: 2--RIGHT SIDE FRONT	Vehicle Damage: NO DAMAGE
Extent Of Damage: NO DAMAGE	
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE
Vehicle Removed By: OPERATOR	
What Driver Was Doing: GOING STRAIGHT	Driver Prior Action Other:	Bus Use: NOT A BUS
Driver Actions: NO CONTRIBUTING ACTION	Driver Distractions: NOT DISTRACTED

☐ Vehicle Owner Same As Operator ☐ Use Operator Address

Organization Type: GOVERNMENT	Company Name: SHEBOYGAN CITY OF			
Last Name	First Name	Middle	Suffix	Date of Birth
Street Address: 828 CENTER AVE # 205	Street Address2	PO Box		
City: SHEBOYGAN	St: WI	Zip Code: 53081	Country of Residence: UNITED STATES	
Telephone Number: (920) 918-1515 EXT.				

01	Event: PARKED MOTOR VEHICLE
02	Event
03	Event
04	Event

UNIT HOLDER 01

Insurance Company: CITIES-&-VILLAGES-MUTUAL-INS-CO	☑ Policy Holder Same As Owner	☐ Policy Holder Same As Driver	
Organization Type: GOVERNMENT	Last Name	First Name	Policy Holder Company: SHEBOYGAN CITY OF

UNIT TRUCK BUS 01

☑ Use Vehicle Owner Same as Carrier		Source: DRIVER	
US DOT #		Carrier Name: SHEBOYGAN CITY OF	
Carrier Address: 828 CENTER AVE # 205	Carrier Address 2		Carrier PO Box Number
City: SHEBOYGAN	State: WI	Zip Code: 53081	Country of Residence: UNITED STATES
GVWR: 10,001-26,000 LBS	Vehicle Configuration: SINGLE UNIT TRUCK (3 OR M		Cargo Body Type: OTHER
Carrier Type: NOT IN COMMERCE/GOVERNMENT		Permitted Load: NOT APPLICABLE	
☐ OS/OW Load	WI Permit Number	☐ Permitted Vehicle On Permitted Route	
☐ Escort Vehicle Required By Permit		☐ Escort Vehicle Present	

Measured Height | Measured Length | Measured Width | Measured Weight

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Unit Summary

UNIT 02

Unit Status: LEGALLY PARKED		Vehicle Operating As Classification: D CLASS		Unit Type: TRUCK
Vehicle Type: UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements:
Total Occs: 0	Train/Bus # Injured:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: UNKNOWN	☐ Pre Crash Tire Mark	Speed Limit: 25	Total Lanes: 2
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: TWO-WAY, NOT DIVIDED		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

UNIT 02 — VEHICLE 02

License Plate Number: HF7288	Plate Type: LTK - LIGHT TRUCK	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 1N6AA07B24N549519		Year: 2004	Make: NISSAN
Model: TITAN	Body Style: PK - PICKUP		Color: BLK - BLACK
Initial Contact Point: 9--LEFT SIDE MIDDLE	Vehicle Damage: 9--LEFT SIDE MIDDLE		
Extent Of Damage: MINOR DAMAGE			
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE		
Vehicle Removed By: OPERATOR			
What Driver Was Doing: LEGALLY PARKED	Driver Prior Action Other:		Bus Use: NOT A BUS
Driver Actions: NO CONTRIBUTING ACTION	Driver Distractions: NOT DISTRACTED		

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT

☐ Vehicle Owner Same As Operator | ☐ Use Operator Address

Organization Type	Company Name			
INDIVIDUAL				
Last Name	**First Name**	**Middle**	**Suffix**	**Date of Birth**
WIROLL	JAMES	A		01/15/1971
Street Address	**Street Address2**	**PO Box**		
103 LAKE CT				
City	**St** / **Zip Code**	**Country of Residence**		
SHEBOYGAN	WI / 53081	UNITED STATES		
Telephone Number				
(920) 918-8699 EXT.				

01	Event: MOTOR VEH IN TRANSPORT
02	Event
03	Event
04	Event

HOLDER

Insurance Company	☑ Policy Holder Same As Owner	☑ Policy Holder Same As Driver	
ERIE-INS-CO			
Organization Type	**Last Name**	**First Name**	**Policy Holder Company**
INDIVIDUAL	WIROLL	JAMES	

Description

Diagram

Reconstruction By

Photos By
HELLAND 455

Additional Information

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

PHOTOS

UNIT 1 IS A PLOW TRUCK WHICH HAD IT'S RIGHT SIDE PLOW BLADE IN THE UP POSITION. UNIT 1 WAS GOING PAST A PARKED VEHICLE ON BOTH SIDES OF THE ROAD ACROSS FROM ONE ANOTHER AND THE RIGHT SIDE PLOW STRUCK THE DRIVER MIRROR OF UNIT 2. MINOR DAMAGE TO UNIT 2. UNIT 1 DRIVER WAS IDENTIFIED BY WI DL. UNIT 2 OWNER WAS IDENTIFIED BY DOT PICTURE.

Signature

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

Law Enforcement Agency

Agency Space				
Officer Rank: OFCR	Officer Last Name: HELLAND	Officer First Name: NICHOLAS	Officer Middle Name: L	Suffix:
DOT Officer ID: 455	DNR Officer ID:	Officer Badge Number: 455		
Officer EMail:				
Local Agency Number: 6961	Law Enforcement Agency Jurisdiction: SHEBOYGAN	Law Enforcement Agency type: CITY POLICE		
Law Enforcement Agency Name: SHEBOYGAN POLICE DEPARTMENT	TAS Agency Name: SHEBOYGAN POLICE DEPARTMENT			
Law Enforcement Agency Street Address: 1315 N 23RD ST	Law Enforcement Agency Street Address2:			
Law Enforcement Agency City	LEA State	Law Enforcement Agency Zip Code		

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

SHEBOYGAN	WI	53081	
Law Enforcement Agency Phone Number (920) 459-3333 EXT.	ORI Number WI0600200	BFUNC Agency 5961	TraCS Agency Number 427

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

02/21/2018 09:07 AM

Owner

Owner: James Wiroll
Address: 103 Lake Ct
City State Zip: Sheboygan, WI 53081
Email: jawiroll@gmail.com

Home/Day: (920)918-8699
Cell: (920)918-8699
FAX:

Inspection

Inspection Date: 02/21/2018 07:05 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Side

Inspection Type:
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081

Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 1*

Remarks

*** Original Estimate ***

Vehicle

2004 Nissan Titan LE 4 DR Crew Cab Short Bed
8cyl Gasoline 5.6
5 Speed Automatic

Lic.Plate: HF7288
Lic Expire:
Prod Date: 04/2004
Veh Insp# :
Condition:
Ext. Color: SUPER BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: KH3

Lic State: WI
VIN: 1N6AA07B24N549519
Mileage: 189,368
Mileage Type: Actual
Code: Z8113C
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	AM/FM In-dash CD Changer	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes

Auto Locking Hubs (4WD)	Automatic Dimming Mirror	Bed Liner
Captain Chairs (2)	Center Console	Chrome Step Bumper
Cruise Control	Dual Airbags	Dual Power Seats
Electronic Transfer Case	Fog Lights	Garage Door Opener
Heated Front Seats	Heated Power Mirrors	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Steering
Power Windows	Privacy Glass	Rear Bench Seat
Rear Seat Audio Controls	Rear Window Defroster	Rockford Fosgate Audio
Side Steps	Sliding Rear Window	Strg Wheel Radio Control
Tachometer	Tilt Steering Wheel	Tinted Glass

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	RI	215		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
2	E	199	01	Mirror,Outer R/C LT	96302ZC60A	$481.18			1.2	SM
3		488	01	Cover,Frt Door Mirror LT	Replace OEM	INC				SM
3	Items									

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE

Estimate Total & Entries

Gross Parts	$481.18	
Parts & Material Total		$481.18
Tax on Parts & Material	@ 5.500%	$26.46

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	1.2		1.2	$69.60
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00				

Labor Total	1.2 Hours		$69.60
Tax on Labor	@ 5.500%	$3.83	
Gross Total			**$581.07**
Net Total			**$581.07**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.134 ES 02/23/2018 07:09 AM REL 8.0.134 DT 02/01/2018 DB 02/15/2018
© 2018 Audatex North America, Inc.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

Audatex a Solera company

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Solera

ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

***** PRELIMINARY ESTIMATE *****

02/12/2018 08:15 AM

Owner

Owner: JAMES WIRROL
Address:
Work/Day: (920)918-8699

Inspection

Inspection Date: 02/12/2018 08:16 AM
Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com
Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:
Days To Repair: 1

Vehicle

2004 Nissan Titan LE 4 DR Crew Cab Short Bed
8cyl Gasoline 5.6
5 Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
VIN: 1N6AA07B24N549519
Mileage Type: Actual
Code: Z8113C
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM In-dash CD Changer	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Locking Hubs (4WD)	Automatic Dimming Mirror	Bed Liner
Captain Chairs (2)	Center Console	Chrome Step Bumper
Cruise Control	Dual Airbags	Dual Power Seats
Electronic Transfer Case	Fog Lights	Garage Door Opener
Heated Front Seats	Heated Power Mirrors	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	Overhead Console	Power Adjustable Pedals
Power Brakes	Power Door Locks	Power Steering
Power Windows	Privacy Glass	Rear Bench Seat
Rear Seat Audio Controls	Rear Window Defroster	Rockford Fosgate Audio
Side Steps	Sliding Rear Window	Strg Wheel Radio Control
Tachometer	Tilt Steering Wheel	Tinted Glass

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
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1	E	199	01	Mirror,Outer R/C LT	96302ZC60A	$481.18			1.2	SM
2		235		Motor,Mirror LT	Replace OEM	INC				SM
3		484		Glass,Mirror Outer R/C LT	Replace OEM	INC				SM
4		488	01	Cover,Frt Door Mirror LT	Replace OEM	INC				SM
4	Items									

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE

Estimate Total & Entries

Gross Parts			$481.18	
Parts & Material Total				$481.18
Tax on Parts & Material	@ 5.500%			$26.46

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	1.2		1.2	$69.60
Mech/Elec (ME)	$78.00				
Frame (FR)	$68.00				
Refinish (RF)	$58.00				

Labor Total		1.2 Hours		$69.60
Tax on Labor	@ 5.500%		$3.83	
Gross Total				**$581.07**
Net Total				**$581.07**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host Rate Name Default

Audatex Estimating 8.0.414 ES 02/12/2018 08:17 AM REL 8.0.414 DT 01/01/2018 DB 02/08/2018
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Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
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UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 303-17-18 by City Clerk submitting a pending claim from Amica Mutual Insurance Company for alleged damages to the residence of their insured (Linda Shimon, 1326 North 27th Street) due to a water back-up; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel 2018 2019

_____ _____

_____ _____

_____ _____

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. 303 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a pending claim from Amica Mutual Insurance Company for alleged damages to the residence of their insured (Linda Shimon, 1326 North 27th Street) due to a water back-up.

Finance/
Personnel
Finance + personnel
& new Council

CITY CLERK

Amica
AUTO HOME LIFE

Claims Processing - Amica Scan Center
PO Box 9690
Providence, RI 02940-9690

Toll Free: 1-877-41-AMICA
(1-877-412-6422)
Fax: 1-888-818-5664

Claim 31-17

CITY OF SHEBOYGAN
FEB 19 2018
FINANCE DEPARTMENT

February 14, 2018

Sheboygan Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

Our File Number: 60003079936
Our Insured: Linda Shimon
Date of Loss: 02/04/2018

To Whom It May Concern:

This letter is to inform you of our intention to exercise the subrogation rights of our policyholder for claims paid under the WATER BACK-UP coverage of their homeowner's policy.

Loss location: 1326 N 27th Street, Sheboygan, WI

As soon as we know the extent of the damages, we will contact you with our supportive documentation.

Please call me with any questions.

Sincerely,

Jeffrey P. Hosenfeld

Jeffrey P. Hosenfeld AIC
Claims Department
877-412-6422 x21512
JHOSENFELD@AMICA.COM

VII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 304-17-18 by City Clerk submitting a pending claim from State Farm Mutual Automobile Insurance Company for alleged damages to their insured (Robert Littlefield) on February 11, 2018; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018 2019

_____ _____

_____ _____

_____ _____

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

4.6

R. O. No. 304 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a pending claim from State Farm Mutual Automobile Insurance Company for alleged damages to their insured (Robert Littlefield) on February 11, 2018.

Finance + Personnel
finance + personnel of new council

CITY CLERK

FEB 23 '18 PM12:36
Claim # 33-17

Providing Insurance and Financial Services
Home Office, Bloomington, IL

StateFarm®

February 19, 2018

City Of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

State Farm Claims
P.O. Box 52250
Phoenix AZ 85072-2250

RE:	Claim Number:	49-2945-S88
	Date of Loss:	February 11, 2018
	Our Insured:	Robert Littlefield
	Your Insured:	City Of Sheboygan
	Your Claim Number:	Unknown
	Your Policy Number:	Unknown

To Whom It May Concern:

We have been informed you are the insurance carrier for City Of Sheboygan. Our investigation indicates your insured was responsible for this loss.

Please accept this letter as notice of our subrogation rights.

Should we be called upon to make payment under our policy, we will be looking to you for recovery.

If our insured is represented by an attorney, please understand their attorney does not represent the interest of State Farm® in this matter.

It is the practice of State Farm to resolve subrogation issues as amicably and expeditiously as possible.

If this claim involves Medical Payments Coverage (MPC), or Medical Expense Benefits, please contact us prior to settlement to obtain the current amount of our subrogation interest. Unless you advise us differently, we will assume you agree to honor our interest by issuing a separate check directly to us at the time of settlement.

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

purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

If you have any questions, please contact us.

Sincerely,

Asia Kerr
Claim Specialist
(855) 341-8184

State Farm Mutual Automobile Insurance Company

FEB 23 '18 PM12:36

Providing Insurance and Financial Services
Home Office, Bloomington, IL

State Farm®

February 19, 2018

City Of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

State Farm Claims
PO Box 52250
Phoenix AZ 85072-2250

RE: Claim Number: 49-2945-S88
Date of Loss: 02/11/2018
Our Insured: Robert Littlefield

To Whom It May Concern:

We have been advised you were involved in an accident with our insured. The information we have been provided indicates you may be responsible for this accident.

Please accept this letter as notice of our subrogation rights. We will be looking to you or your insurance company for reimbursement.

If you have insurance, please call us or complete and return the following in the enclosed envelope.

Insurance Company: _____

Address: _____

Telephone Number: _____

Policy Number: _____

Claim Number: _____

Agent's Name: _____

Agent's Telephone Number: _____

If you were not insured at the time of the accident, please let us know. Once we have made all payments for this claim we will contact you for reimbursement. If you are unable to pay the full amount at once, we can set up a monthly payment plan.

Sincerely,

Jessica Genet
Claim Associate
(855) 341-8184

State Farm Mutual Automobile Insurance Company

Enclosure(s): Return Envelope

cc: **CARBON COPY**

PS: **PS**

February 28, 2018

City Of Sheboygan-City Clerk's Office
828 Center Ave Ste 100
Sheboygan WI 53081-4442

Subrogation Services
PO Box 106172
Atlanta GA 30348-6172

RE:	Claim Number:	49-2945-S88
	Our Insured:	Robert Littlefield
	Date of Loss:	February 11, 2018
	Your Insured:	City Of Sheboygan
	Your Insured Driver:	David Michael Smith
	Your Claim Number:	Unknown
	Your Policy Number:	Unknown
	Loss Location:	S 12th St Sheboygan, WI

To Whom It May Concern:

We have been informed you are the liability carrier for the party involved in this loss with our insured. Our investigation indicates your insured is responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

041/045 - Uninsured Motorist BI	$0
042 - Uninsured Motorist PD	$0
300 series/400 - Comp/Collision	$72.22
501 - Rental/Loss of Use	$0
600/050 - Med Pay/ PIP	$0
Other	$0
Salvage Recovery	$0
Amount State Farm Paid	$72.22
Insured Deductible	$500.00
Total Claim Amount	$572.22

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is $572.22.

Facts of Loss:
Your vehicle struck our insureds parked vehicle.

Please remit payment of this claim, or contact us to discuss settlement. Include our claim number on the payment. If you reimburse our insured's deductible directly, please advise us at time of payment. Thank you for your cooperation.

If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you.

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

Sincerely,

Kassi Wooton
Claim Associate
(877) 787-8276 Ext. 6156926941
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure(s)

PS: 7017 3380 0001 1315 1685

DATE RECEIVED 3/5/18 RECEIVED BY JW

CLAIM NO. ~~36-17~~ 33-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 5'18 AM11:21

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: State Farm Ins. a/s/o Robert Littlefield
2. Home address of Claimant: PO Box 106172 Atlanta GA 30348
3. Home phone number: 615-642-6941
4. Business address and phone number of Claimant: Same as above
5. When did damage or injury occur? (date, time of day) 2/11/18; 4:30PM
6. Where did damage or injury occur? (give full description) S. 12th St. Sheboygan, WI
7. How did damage or injury occur? (give full description) Your vehicle hit our insureds 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: David Michael Smith

   (b) Claimant's statement of the basis of such liability: City vehicle struck parked vehicle
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

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

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

MAR 5'18 AM11:21

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").

side mirror; no injuries

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

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

Auto:	$ 572.22
Property:	$ —
Personal injury:	$ —
Other: (Specify below	$ —
TOTAL	$ 572.22

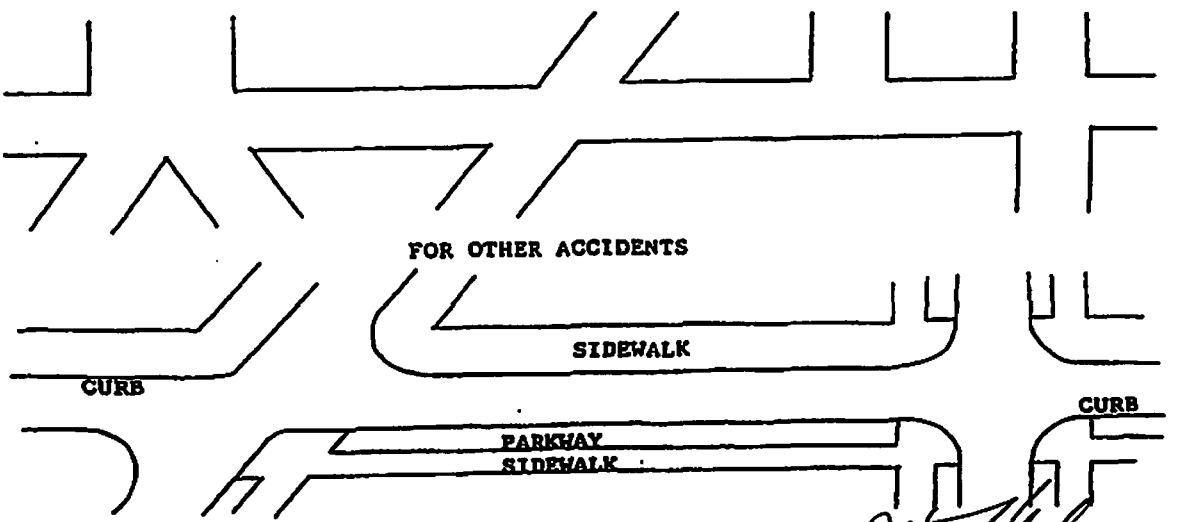
Damaged vehicle (if applicable)

Make: Toyota Model: Highlander Year: 2017 Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

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 [signature] DATE 2/28/18

DATE RECEIVED 3/5/18 RECEIVED BY JW

CLAIM NO. ~~36-17~~ 33-17

MAR 5'18 AM11:21

CLAIM

Claimant's Name: State Farm Ins a/s/o Robert Littlefield

Claimant's Address: PO Box 106172
Atlanta GA 30348

Claimant's Phone No. 615-692-6941

Auto	$ 572.22
Property	$ —
Personal Injury	$ —
Other (Specify below)	$ —
TOTAL	$ 572.22

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 $ 572.22 .

SIGNED [signature] DATE: 2/28/18

ADDRESS: PO Box 106172 Atlanta GA 30348

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

KOLOSSO COLLISION & DETAIL
3000 W. WISCONSIN AVE.
APPLETON, WI 54914
PHONE: (920) 738-3699 FAX: (920) 738-3690
FEDERAL ID 39-1208505

***** FINAL BILL *****

02/13/2018 08:34 AM

Owner:	ROBERT LITTLEFIELD
Address:	317 HIDDEN RIDGES CT
City State Zip:	COMBINED LCKS, WI 54113-1338
Home/Day:	(920)423-3737
Home/Evening:	(920)423-3737

Control Information

Claim # :	49-2945-S8801	**Insured Policy # :**	
Loss Date/Time:	02/11/2018 06:00 AM	**Loss Type:**	Collision
Deductible:	$500.00		
Ins. Company:	State Farm		
Insured:	ROBERT LITTLEFIELD		
Address:		**Home/Day:**	(920)423-3737
		Home/Evening:	(920)423-3737
Claim Rep:	Prop E T1 CS Team		
Address:		**Work/Day:**	(855)341-8184

Inspection

Inspection Date:	02/12/2018 08:27 AM	**Inspection Type:**	Select Service
Inspection Location:	KOLOSSO COLLISION CENTER	**Contact:**	
Address:	3000 W. WISCONSIN AVE.	**Work/Day:**	(920)738-3699x
		Home/Evening:	(920)738-3666x
City State Zip:	APPLETON, WI 54914	**FAX:**	(920)738-3690x
Email:	bodyshop@kolossotoyota.com		
Primary Impact:	Left Side	**Secondary Impact:**	
Driveable:	Yes	**Rental Assisted:**	
Assigned Date/Time:		**Received Date/Time:**	02/13/2018 08:07 AM
First Contact Date/Time:		**Appointment Date/Time:**	02/13/2018 06:00 AM
Appraiser Name:	Robert Femal	**Appraiser License # :**	

Repairer:	KOLOSSO COLLISION CENTER
Address:	3000 W. WISCONSIN AVE.
City State Zip:	APPLETON, WI 54914
Work/Day:	(920)738-3699

Home/Evening:	(920)738-3666
FAX:	(920)738-3690
Email:	bodyshop@kolossotoyota.com

Repair Start Date/Time:	02/14/2018 09:50 AM	**Vehicle Drop Off Date/Time:**	02/14/2018 09:49 AM
Repair Complete Date/Time:	02/14/2018 09:50 AM	**Vehicle Pick Up Date/Time:**	02/14/2018 09:50 AM
Target Complete Date/Time:	02/14/2018 09:50 AM	**Days To Repair:**	1

Vehicle

2017 Toyota Highlander Limited 4 DR Wagon
6cyl Gasoline 3.5
8-Speed Automatic

Lic.Plate:	223DLF	**Lic State:**	WI
Lic Expire:		**VIN:**	5TDDZRFH6HS407810
Prod Date:	03/2017	**Mileage:**	7,504
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	Y6552C
Ext. Color:	BLIZZARD PRL TRICOAT	**Int. Color:**	
Ext. Refinish:	Three-Stage User Defined	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	70	**Int. Trim Code:**	

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	3rd Row Head Airbags
4-Wheel Drive	AM/FM CD Player	Anti-Lock Brakes
Auto Headlamp Control	Automatic Dimming Mirror	Automatic Power Locks
Auxiliary Audio Input	Black Grille	Blind Spot Sensor
Camper/Towing Package	Carpeting	Center Console
Chromed Alloy Wheels	Color-Keyed Bumper(s)	Compact Spare Tire
Cruise Control	Daytime Running Lights	Digital Clock
Digital Signal Processor	Driver Information Sys	Driver Seat Memory
Dual Air Conditioning	Dual Airbags	Dual Power Seats
Dual Zone Auto A/C	Elect. Stability Control	Electric Steering
Flip-Up Liftgate Window	Fog Lights	Garage Door Opener
Halogen Headlights	Head Airbags	Heated W/S Wiper Washers
Heated/Cooled Frt Seats	High Definition Radio	IPOD Control
Illuminated Visor Mirror	Intermittent Wipers	JBL Sound System
Keyless Access System	Keyless Entry System	Keyless Ignition System
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Mirror(s) Memory
Mud/Splash Guards	Navigation System	Overhead Console
Power Brakes	Power Liftgate	Power Moonroof
Power Windows	Privacy Glass	Pwr Accessory Outlet(s)
Pwr Driver Lumbar Supp	Rear Collisn Mitigation	Rear Heater
Rear Side Wndw Sunshades	Rear Spoiler	Rear View Camera
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Reverse Sensing System	Roof Rails	Second Row Bucket Seats
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Third Seat (trucks)	Tilt & Telescopic Steer	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
USB Audio Input(s)	Wireless Audio Streaming	Wireless Phone Connect

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R

Front Doors

1	E	266	#	Cover,Frt Door Mirror LT # = 01, 49	879450E040A0	$73.44	0.2	SM
2	E	1584		Housing,Mirror Outer LT >> No Good Used Per Car part.com	879400E282	$419.33*	0.7	SM

2 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
49	UNPRINTED ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	$492.77	
Parts & Material Total		$492.77
Tax on Parts & Material	@ 5.000%	$24.64

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$58.00	0.9		0.9	$52.20
Mech/Elec (ME)	$58.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00				

Labor Total	0.9 Hours		$52.20
Tax on Labor	@ 5.000%	$2.61	
Gross Total			**$572.22**
Less: Deductible			$500.00-
Net Total (Final Bill)			**$72.22**

Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 54914 Geo 54914
Rate Name Default

Audatex Estimating 8.0.414 ES 02/17/2018 09:51 AM REL 8.0.414 DT 01/01/2018 DB 02/15/2018
© 2018 Audatex North America, Inc.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = New Part
NG = Replace NAGS	EC = ** NON-OEM PART	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = ** NON-OEM PART
EU = RECYCLED PART	TE = Partial Replace Price	PM = REMAN/REBUILT PART
UM = REMAN/REBUILT PART	L = Refinish	PC = RECOND PART
UC = RECOND PART	TT = Two-Tone	SB = Sublet Repair
N = ADDITIONAL OPERATION	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	RP = RP-RELATED PRIOR	

Audatex a Solera company

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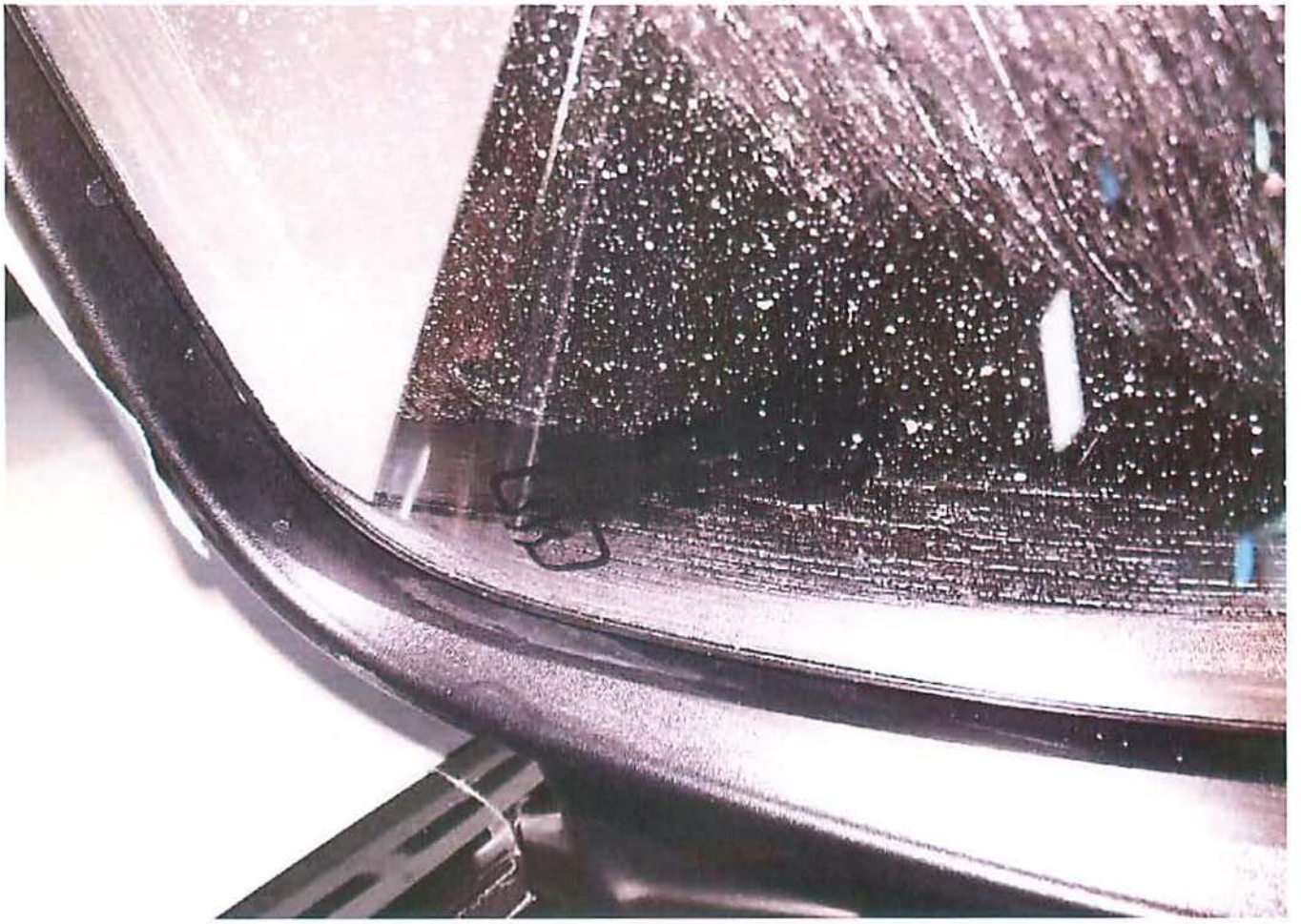
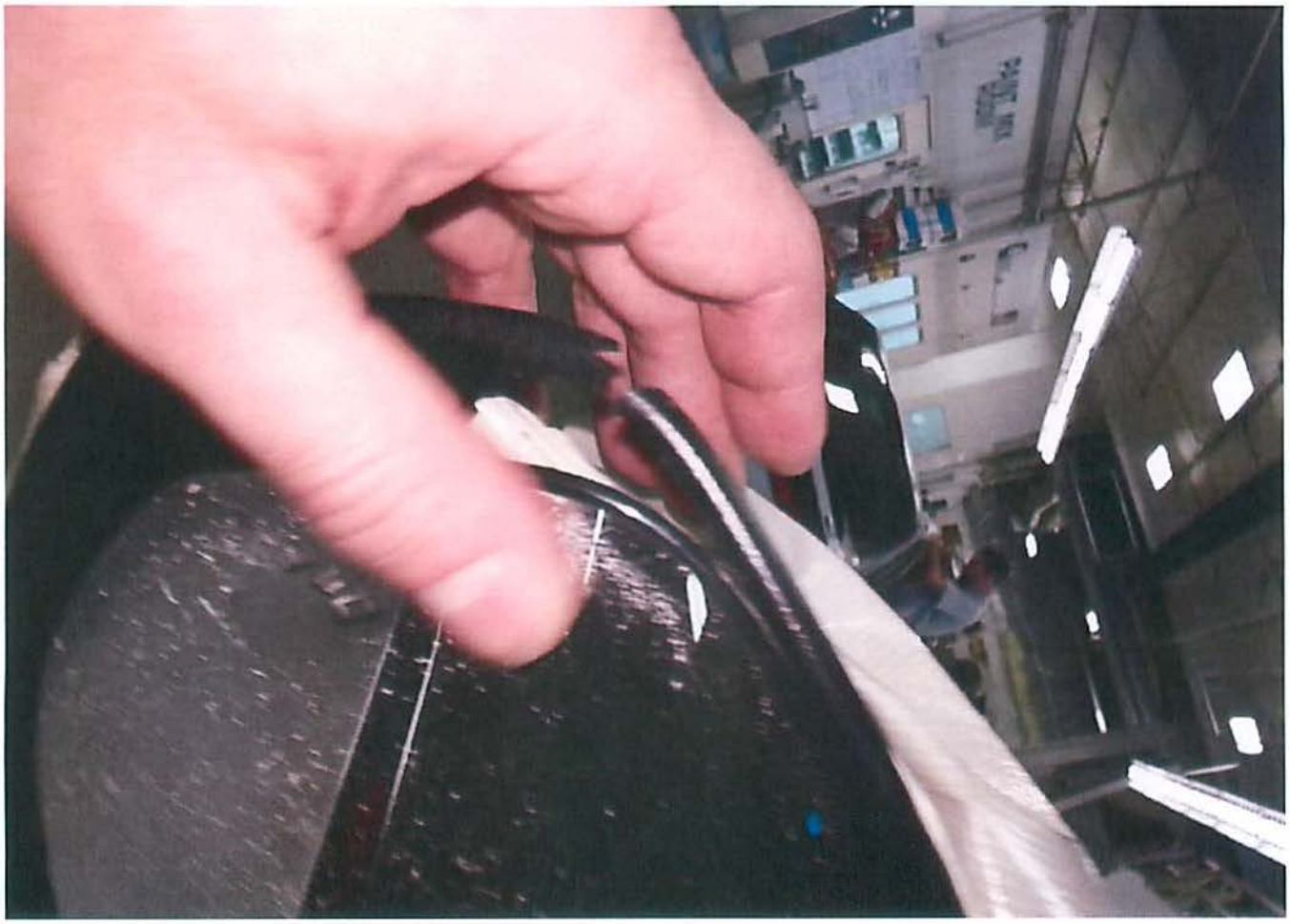
Solera

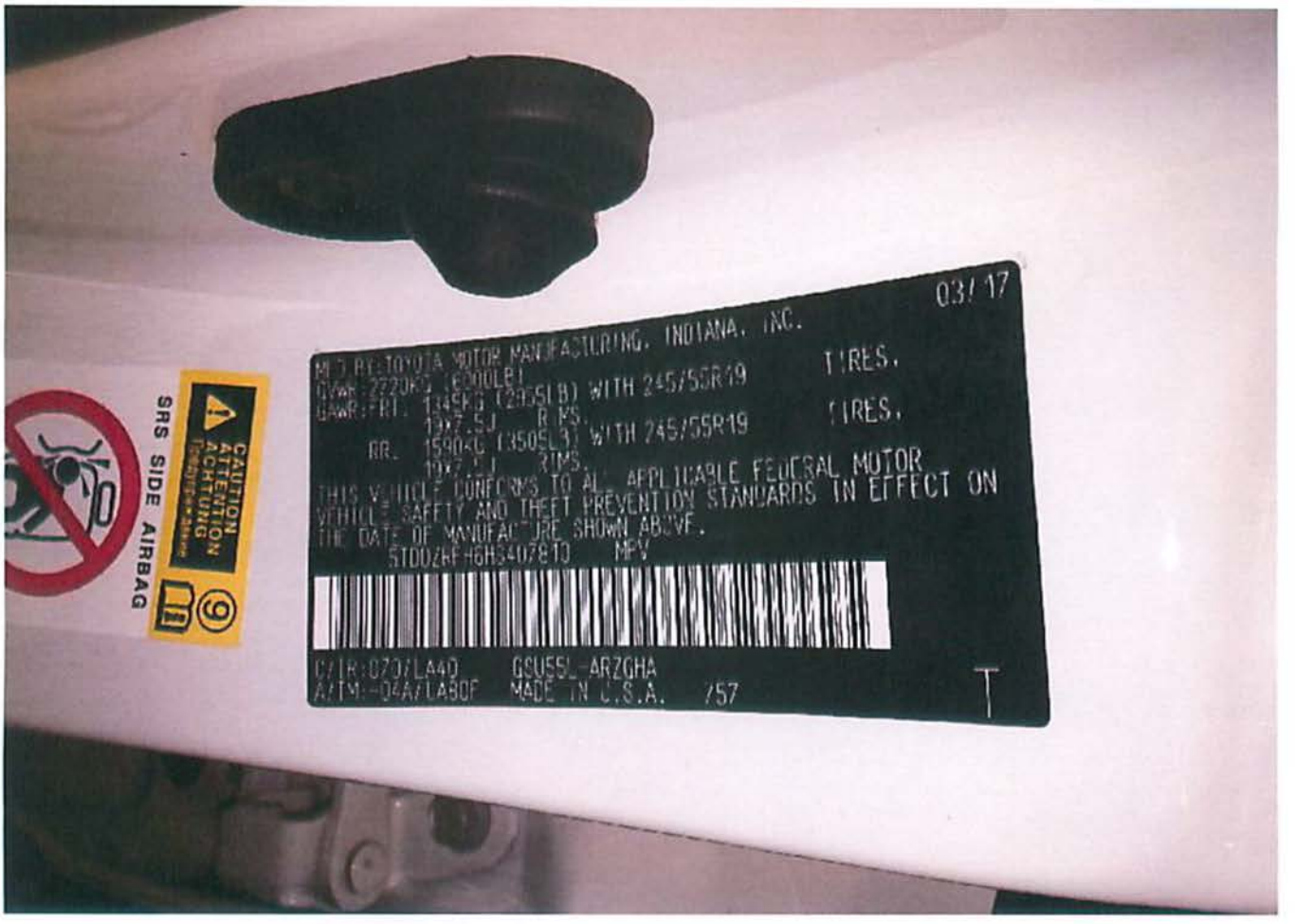
223-DLF

223-DLF



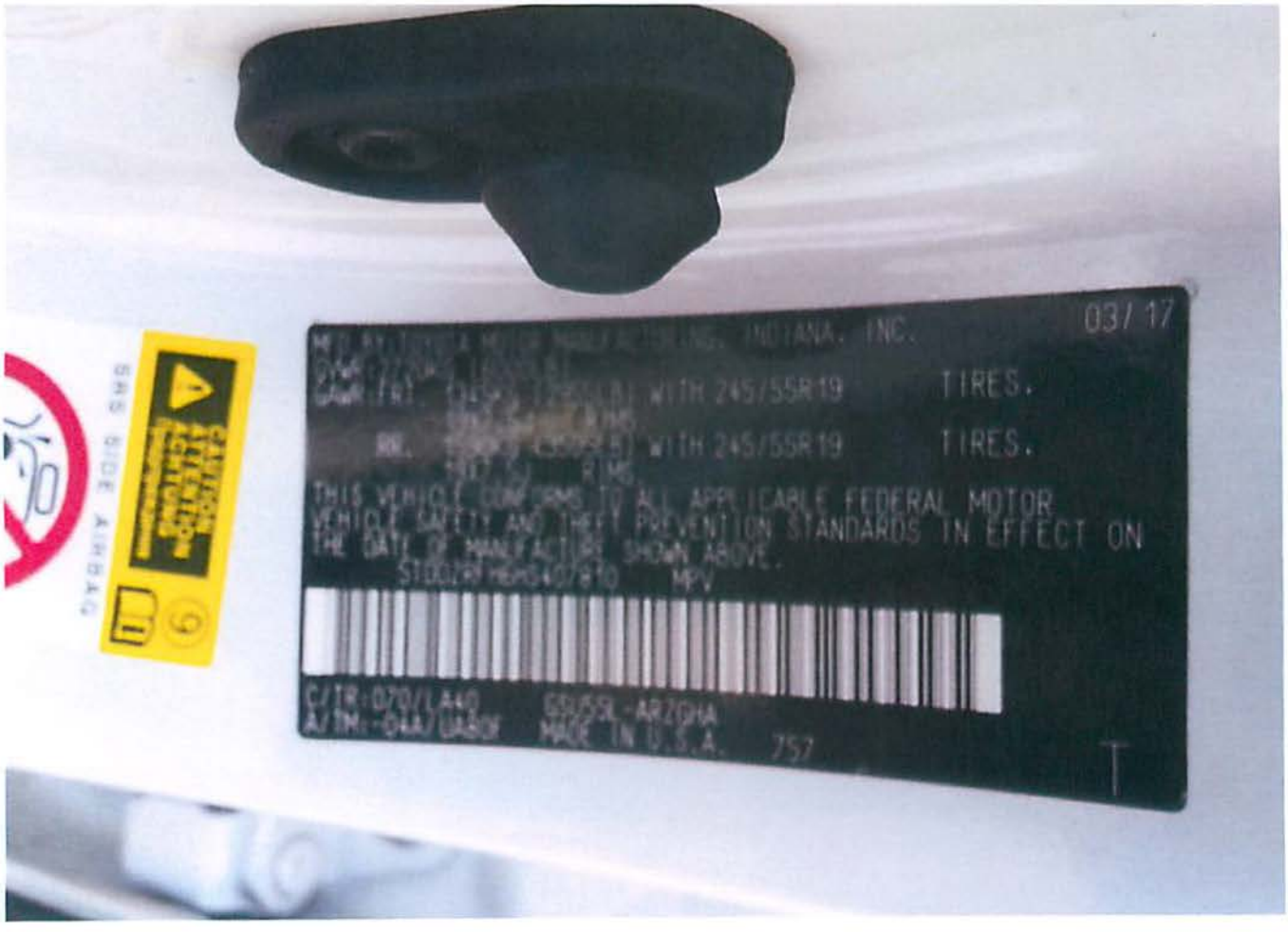


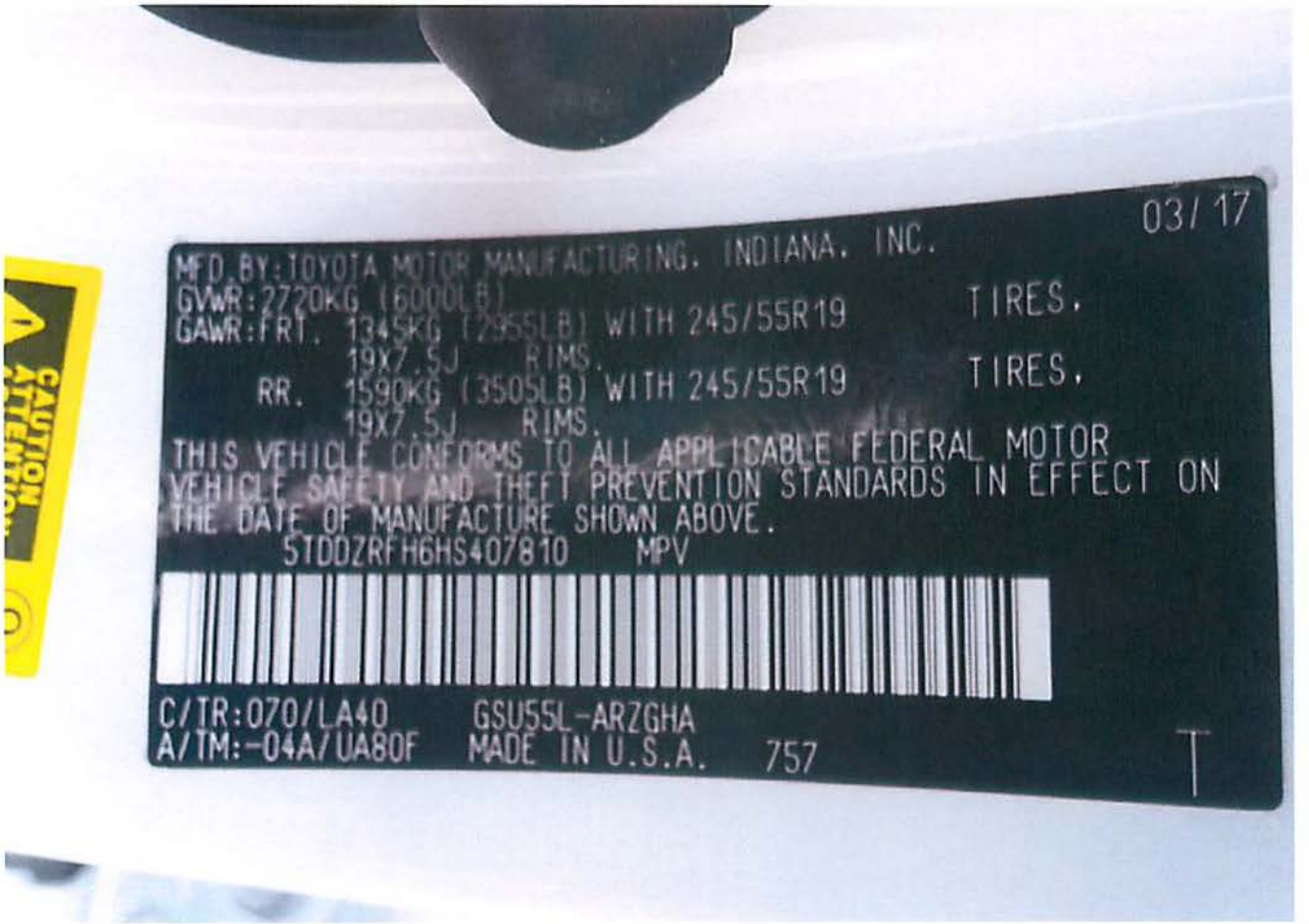
ODO
7559 miles
60
40
20
ODO
TRIP


03/17
TIRES.
TIRES.
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON
THE DATE OF MANUFACTURE SHOWN ABOVE.
MPV
MADE IN U.S.A.
CAUTION
ATTENTION
ACHTUNG
SRS SIDE AIRBAG

223·DLF

223-GLF


03/17
TIRES.
TIRES.
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
MPV
GRAVEL-ARIZONA
MADE IN U.S.A.
757
SRS SIDE AIRBAG


03/17
MFD.BY:TOYOTA MOTOR MANUFACTURING. INDIANA. INC.
GVWR:2720KG (6000LB)
GAWR:FRT. 1345KG (2955LB) WITH 245/55R19 TIRES.
19X7.5J RIMS.
RR. 1590KG (3505LB) WITH 245/55R19 TIRES.
19X7.5J RIMS.
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON
THE DATE OF MANUFACTURE SHOWN ABOVE.
5TDDZRFH6HS407810 MPV
C/TR:070/LA40 GSU55L-ARZGHA
A/TM:-04A/UA80F MADE IN U.S.A. 757
T

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L0C3B01M

PK2011

POLICE # C18-02860

ACCIDENT #

GENERAL INFORMATION

Reportable Accident	On Emergency	Amended	DOT Document Number	Document Override Number
			G7L0C3B01M	

Agency Accident Number	Police Number
	C18-02860

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
02/11/2018	1617	2		

9 - County	9 - Municipality	11 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 51 - CITY	NON-INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Frnt/Ramp	15 - Est. Dist	FtMi	15 - Hwy. Dir
	S 12TH ST		315	F	SOUTH

16 - Fr/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	ASHLAND AVE	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
		43.728894041156	-87.71970428283

80 - First Harmful Event	93 - Manner of Collision
PARKED MOTOR VEHICLE	SIDESWIPE, SAME DIRECTION

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
NO CONTROL	STRAIGHT	LEVEL/FLAT	BLACKTOP (BITMINOUS) - 2

115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	SNOW/SLUSH	CLEAR

9 Hit and Run	9 Government Property	9 Fire	9 Photos Taken	9 Trailer or Towed

9 Truck, Bus, or Hazardous Materials	9 Load Spillage	9 Construction Zone	9 Names Exchanged

101 Supplemental Reports	102 Witness Statements	103 Measurements Taken	79 - E M S Number

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event, Collision With	23 - Dir Of Travel	24 - Speed Limit
	PARKED MOTOR VEHICLE	SOUTH	25

36 - Operating as Classified	37 - Endorsements	35 Operating Commercial Motor Vehicle
B		

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
S530173812880 3	WI	2024	

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Name	25 - Suffix
SMITH	DAVID	MICHAEL	

32 - Date Of Birth	33 - Sex
08/08/1981	M

26 - Address Street & Number	26 - PO Box
320 N WISCONSIN DR	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN	WI	53083	920-565-3220

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44 Medical Transport
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
GOING-STRAIGHT	NO-CONTROL	

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 **G7L0C3B01M**

PK2011

91 - Drugs Reported

124 - Highway Factors

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
TRUCK	SNOWPLOW	1

50 - License Plate Number	51 - Plate Type	52 - State	53 - Exp Year	55 - Vehicle Identification Number
66533	MUN	WI		1HTWDAAR95J032596

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
2005	INTL			BLU	

94 - Vehicle Damage: NO DAMAGE

95 - Extent Of Damage	96	97 - Vehicle Removed By
NONE	☐ Vehicle Towed Due To Damage	OPERATOR

123 - Vehicle Factors: NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth

46 - Company Name: SHEBOYGAN CITY OF

47 - Address Street & Number	47 - PO Box
828 CENTER AVE # 205	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	

Insurance

INS 01

63 - Liability Insurance Company	60
CITY OF SHEBOYGAN	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name

61 - Policy Holder Company: SHEBOYGAN CITY OF

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
L - LEGALLY PARKED	MOTOR VEHICLE IN TRANSPORT		25

36 - Operating as Classified	37 - Endorsements	35
		☐ Operating Commercial Motor Vehicle

25 - Driver / Operator License Number	30 - State	31 - Expiration Year	34 - On Duty At Crash

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix

32 - Date Of Birth	33 - Sex

26 - Address Street & Number	26 - PO Box

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 **G7L0C3B01M**

PK2011

OPERATOR/PEDESTRIAN 02

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
39 - Seat Position		40 - Safety Equipment	
38 - Injury Severity	41 - Airbag	42 - Ejected	44 ☐ Medical Transport
43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing: LEGALLY-PARKED	120 - Traffic Control: NO-CONTROL		62 - No. of Citations Issued
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors			
88 - Driver or Pedestrian Cond	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test	
91 - Drugs Reported			
124 - Highway Factors			

Vehicle

VEHICLE 02

21 - Unit Type: AUTOMOBILE		Vehicle Type: PASSENGER-CAR			22 - Total Occupants
56 - License Plate Number: 223DLE	57 - Plate Type: AUT	58 - State: WI	59 - Exp Year	55 - Vehicle Identification Number: 5TDDZRFH6HS407810	
50 - Year: 2017	51 - Make: TOYT	52 - Model: HIGHLANDER	53 - Body Style: UT	54 - Color	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage: MIDDLE DRIVER SIDE					
95 - Extent Of Damage: MINOR	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By		
123 - Vehicle Factors: NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name: LITTLEFIELD	46 - First Name: ROBERT	46 - Middle Initial: W	46 - Suffix	Date Of Birth: 07/02/1939
46 - Company Name				
47 - Address Street & Number: 317 HIDDEN RIDGES CT		47 - PO Box		
48 - City: COMBINED LOCKS	48 - State: WI	48 - Zip Code: 54113	49 - Telephone Number: 920-423-3737	

Insurance

INS 02

63 - Liability Insurance Company: STATE FARM GENERAL INS CO		60 ☑ Policy Holder Same As Owner
61 - Policy Holder Last Name: LITTLEFIELD	61 - Policy Holder First Name: ROBERT	
61 - Policy Holder Company		

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 PK2011 — **G7L0C3B01M** —

School Bus

BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

UNIT 2 WAS LEGALLY PARKED FACING SOUTH. DIRECTLY IN FRONT OF 2328 S 12TH ST. UNIT 2 WAS HEADING SOUTH ON S 12TH ST, APPROACHING UNIT 2. WHEN UNIT 1 GOT CLOSE TO UNIT 2, IT GOT TOO CLOSE AND THE PLOW BLADE STRUCK THE DRIVER SIDE MIRROR OF UNIT 2. #405

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
INGER	BRIAN		405

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number: 1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3333

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
02/11/2018	1617	1618	02/11/2018

Agency Accident Number	Police Number	19 - Special Study
	C18-02860	

18 - Agency Space: SQUAD #16

VII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 305-17-18 by City Clerk submitting a claim from Acuity Insurance for alleged damages to their insured vehicle, owned by Heather and David Andrews, that occurred on January 16, 2018; recommends referring to Finance and Personnel Committee of the new council.

Finance Personnel
2018 2019

_____ _____

_____ _____

_____ _____

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

4.7

R. O. No. 305 - 17 - 18. By CITY CLERK. March 5, 2018.

Submitting a claim from Acuity Insurance for alleged damages to their insured vehicle, owned by Heather and David Andrews, that occurred on January 16, 2018.

Finance + Personnel
Finance + personnel
of new council

CITY CLERK

FEB 20 '18 PM12:52

acuity INSURANCE

Claim # 32-17

February 13, 2018

CITY OF SHEBOYGAN
FEB 20 2018
FINANCE DEPARTMENT

CITY OF SHEBOYGAN
820 CENTER AVE #205
SHEBOYGAN WI 53081

Your Claim Number: Unknown
Your Insured: CITY OF SHEBOYGAN
Our Claim Number: PY2211
Our Insured: HEATHER A & DAVID E ANDREWS
Date of Loss: 01/16/2018
Type of Loss: AUTO
Location: 1630 N 2ND ST, SHEBOYGAN, WI 53081
Salvage Pending: ☐ Y or ☒ N

Dear Sir or Madam:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

Payment	$3,772.06
Deductible	$500.00
Salvage Deduction	$0.00
Total Amount Owed Acuity	$4,272.06

Please mail the drafts to the address listed below:

Acuity
Claims Department
PO Box 58
Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

STEVEN S PFISTER
Claims Department
Steven.Pfister@acuity.com
Enclosure(s)

PY2211

1 - PEND CL
AUTO - ROAD AND RESIDENCE - AUTO

Payment List Print

ANDREWS, HEATHER A & DAVID E

Loss Location: WI
Loss Date: 01/16/2018

Requestor: STEVEN S PFISTER

Run Date: 02/13/2018

Time: 9:14AM

Payment Amount: **$508.46**

Payment Number: **12176169**

Pay To: ENTERPRISE HOLDINGS INC

Mail To: ENTERPRISE HOLDINGS INC
PO BOX 840086
KANSAS CITY MO 64184

Pay Period:
Invoice Number:
Issued Date: 02/09/2018
Accounting Status: Outstanding

Service Dates:
In Payment Of: INVOICE D065999-4481

Remarks:

Payment Amount: **$50.00**

Payment Number: **12163751**

Pay To: SHEBOYGAN CHEVROLET OLDSMOBILE CADI

Mail To: SHEBOYGAN CHEVROLET OLDSMOBILE CADI
3400 S BUSINESS DR
SHEBOYGAN WI 53081

Pay Period:
Invoice Number:
Issued Date: 01/25/2018
Accounting Status: Honored 01/31/2018

Service Dates:
In Payment Of: TOW BILL DAVID ANDREWS

Remarks:

Payment Amount: **$3,213.60**

Payment Number: **12163053**

Pay To: HEATHER A & DAVID E ANDREWS

Mail To: HEATHER A & DAVID E ANDREWS
1630 N 2ND ST
SHEBOYGAN WI 53081

Pay Period:
Invoice Number:
Issued Date: 01/24/2018
Accounting Status: Honored 01/31/2018

Service Dates:
In Payment Of: TOTAL LOSS SETTLEMENT 2008 SATURN ASTRA
Remarks:

PY 22401

G7L09QKRG6
C18-01098

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L09QKRG6

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			OFFICER CAROLINA CONTRERAS

Crash Date	Crash Time	Date Arrived	Time Arrived	
01/16/2018	11:30 AM	01/16/2018	11:38 AM	
Date Notified	Time Notified	Total Units	Total Injured	Total Killed
01/16/2018	11:31 AM	02	00	00

☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related	Tags	
		NO		
☑ Reportable	Crash Type: DT4000 (STANDARD CRASH)		☐ Amended	☐ Secondary Crash

Location

ON N 2ND ST 100 FT S OF LAKE CT IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude: 43.76225816	Longitude: -87.7029299	Lat/LongSource: TLT/ILT	Access Control:
	X Coordinate: 443418.5937	Y Coordinate: 4846708	On Roadway Link ID#: 4648302	On Roadway Link Offset: 100
	Override ☐	Tribal Land:		Structure Type: NO STRUCTURE

Crash Scene

First Harmful Event	First Harmful Event Location
PARKED MOTOR VEHICLE	ON ROADWAY
Manner of Collision: 06--SIDESWIPE/OPPOSITE DIRECTION	Light Condition: DAYLIGHT
Road Surface Condition(s): WET, SNOW, SLUSH	Environment Factor(s): NONE
Roadway Factor(s): NONE	Weather Condition(s): CLEAR
Animal Type:	Relation To Trafficway: TRAFFICWAY - ON ROAD
Crash Classification - Location: PUBLIC PROPERTY	Crash Classification - Jurisdiction: NO SPECIAL JURISDICTION
Tribal Land:	Access Control: NO CONTROL / Special Study:

Within Interchange Area	Junction Location	Intersection Type
NO	NON-JUNCTION	NOT AN INTERSECTION

Unit Summary

UNIT 01

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	A CLASS	TRUCK
Vehicle Type: STRAIGHT TRUCK (INSERT TRUCK)		Operating As Endorsements:

Total Occs	Train/Bus # Injured	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0
Insurance? YES	Direction Of Travel: SOUTHBOUND	☐ Pre CrashTire Mark	Speed Limit: 25	Total Lanes: 0

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
PARKED MOTOR VEHICLE	NO SPECIAL FUNCTION	NOT APPLICABLE
Traffic Way: TWO-WAY, NOT DIVIDED	Traffic Control: NO CONTROL	Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)	Road Curvature: STRAIGHT	Road Grade: LEVEL

01 Truck Bus or HazMat: TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR

G7L09QKRG6
C18-01098

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 INDIVIDUAL 01

Role: DRIVER			Citations Issued: 0	☐ Use Driver Address		Individual Type: INDIVIDUAL		
Last Name: GILLIAM			First Name: JAMES			Middle Initial: J	Suffix: III	
Street Address: 2520 S 17TH ST			Street Address 2			PO Box		
City: SHEBOYGAN			State: WI	Zip Code: 53081		Country of Residence: UNITED STATES		
DOB: 01/18/1985	Sex: M	Race: B	Hair: BLACK	Eyes: BROWN	Height: 506	Weight: 170	Phone Number: (920) 254-6548 EXT.	
Driver's License Number: G4504508501808			State: WI	License Jurisdiction: STATE		Country of Issuance: UNITED STATES		
License Type: COMMERCIAL DRIVER LICENSE (CDL)			License Status: VALID LICENSE			DL Expire Year: 2020		
Equipment	On Duty Accident: WINTER-HWY-MAINTENANC		Safety Equipment: SHOULDER & LAP BELT					
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC								
Helmet Use			Helmet Compliance					
Eye Protection			Tint Compliance					
Injury	Injury Severity: NO APPARENT INJURY		Airbag: NON DEPLOYED					
Ejected: NOT EJECTED			Ejection Path: NOT EJECTED/NOT APPLICA			Trapped/Extricated: NOT TRAPPED		
MedicalTransport: NOT TRANSPORTED			EMS Agency Identifier			EMS Run #		
Hospital			Date of Death			Time of Death		
Non Motorist	Striking Unit #		Location			To/FromSchool		
Prior Action			Action					
			Action Other					
Drug & Alcoh	Individual Condition: APPEARED NORMAL							
Suspected Alcohol Use: NO			Suspected Drug Use: NO					
Alcohol Test Given: TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results				
Drug Test Given: TEST NOT GIVEN		Drug Test Type		Drug Test Results				
Drug Type								

UNIT INDIVIDUAL

License Plate Number: 74104	Plate Type: MUN - MUNICIPAL	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 1HTWXAHT07J527800		Year: 2007	Make: INTERNATIONAL
Model: SNOWPLOW	Body Style: CB - CAB CHASSIS		Color: BLU - BLUE

G7L09QKRG6
C18-01098

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — VEHICLE 01

Initial Contact Point: 11--LEFT FRONT CORNER	Vehicle Damage: NO DAMAGE
Extent Of Damage: NO DAMAGE	
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE
Vehicle Removed By: OPERATOR	
What Driver Was Doing: GOING STRAIGHT	Driver Prior Action Other: — Bus Use: NOT A BUS
Driver Actions: NO CONTRIBUTING ACTION	Driver Distractions: NOT DISTRACTED

☐ Vehicle Owner Same As Operator ☐ Use Operator Address

Organization Type: ORGANIZATION/COMPANY	Company Name: SHEBOYGAN CITY OF			
Last Name:	First Name:	Middle:	Suffix:	Date of Birth:
Street Address: 828 CENTER AVE # 205	Street Address2:	PO Box:		
City: SHEBOYGAN	St: WI	Zip Code: 53081	Country of Residence: UNITED STATES	
Telephone Number: (920) 459-3366 EXT.				

Event 01: PARKED MOTOR VEHICLE
Event 02:
Event 03:
Event 04:

UNIT — ROLE 01 — DRIVER

Insurance Company: SELF INSURED	☑ Policy Holder Same As Owner	☐ Policy Holder Same As Driver	
Organization Type: ORGANIZATION/COMPA	Last Name:	First Name:	Policy Holder Company: SHEBOYGAN CITY OF

UNIT 01 — TRUCK BUS 01

☐ Use Vehicle Owner Same as Carrier — Source:

US DOT #:	Carrier Name:		
Carrier Address:	Carrier Address 2:	Carrier PO Box Number:	
City:	State:	Zip Code:	Country of Residence:
GVWR:	Vehicle Configuration:	Cargo Body Type:	
Carrier Type:	Permitted Load:		
☐ OS/OW Load	WI Permit Number:	☐ Permitted Vehicle On Permitted Route	
☐ Escort Vehicle Required By Permit		☐ Escort Vehicle Present	

Measured Height | Measured Length | Measured Width | Measured Weight

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Unit Summary

UNIT 02

Unit Status: LEGALLY PARKED		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: PASSENGER CAR				Operating As Endorsements:
Total Occs: 0	Train/Bus # Injured:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: NORTHBOUND	☐ Pre Crash Tire Mark	Speed Limit: 25	Total Lanes: 2
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: TWO-WAY, NOT DIVIDED		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: BLACKTOP (BITUMINOUS)		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

UNIT 02 — VEHICLE 02

License Plate Number: 499YWE	Plate Type: AUT - AUTOMOBILE	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: W08AT271885096288		Year: 2008	Make: SATURN
Model: ASTRA	Body Style: HB - HATCHBACK		Color: BLU - BLUE
Initial Contact Point: 11--LEFT FRONT CORNER	Vehicle Damage: 7--LEFT REAR CORNER, 10--LEFT SIDE FRONT, 11--LEFT FRONT CORNER		
Extent Of Damage: FUNCTIONAL DAMAGE			
Towed Due To Damage: NOT TOWED	Vehicle Factors: NOT APPLICABLE		
Vehicle Removed By: OPERATOR			
What Driver Was Doing: LEGALLY PARKED	Driver Prior Action Other:		Bus Use: NOT A BUS
Driver Actions: NO CONTRIBUTING ACTION	Driver Distractions: NOT DISTRACTED		

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT

	☐ Vehicle Owner Same As Operator			☐ Use Operator Address		
HOLDER	Organization Type: INDIVIDUAL	Company Name:				
	Last Name: ANDREWS	First Name: DAVID		Middle: E	Suffix:	Date of Birth: 07/27/1978
	Street Address: 1630 N 2ND ST	Street Address2:		PO Box:		
	City: SHEBOYGAN	St: WI	Zip Code: 53081	Country of Residence: UNITED STATES		
	Telephone Number: (920) 918-6720 EXT.					
01	Event: MOTOR VEH IN TRANSPORT					
02	Event:					
03	Event:					
04	Event:					
02	Insurance Company: ACUITY,-A-MUTUAL-INSURANCE-CO			☑ Policy Holder Same As Owner	☐ Policy Holder Same As Driver	
	Organization Type: INDIVIDUAL	Last Name: ANDREWS		First Name: DAVID	Policy Holder Company:	

Description

Diagram

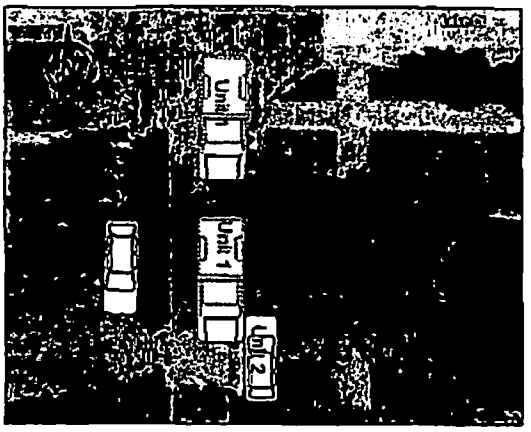
Reconstruction By:

Photos By: DEPARTMENT OF PUBLIC WORKS

Additional Information

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333



PHOTOS

UNIT 1 STATED HE WAS DRIVING SOUTH ON N 2ND ST PLOWING THE SNOW ON THE STREET WHEN THE LEFT BLADE STRUCK UNIT 2 ON THE LEFT PASSENGER SIDE CORNER. UNIT 1 STATED ANOTHER VEHICLE WAS PARKED ON THE OPPOSITE SIDE OF THE STREET, MAKING THE STREET NARROW TO GET THROUGH

Signature

☑ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

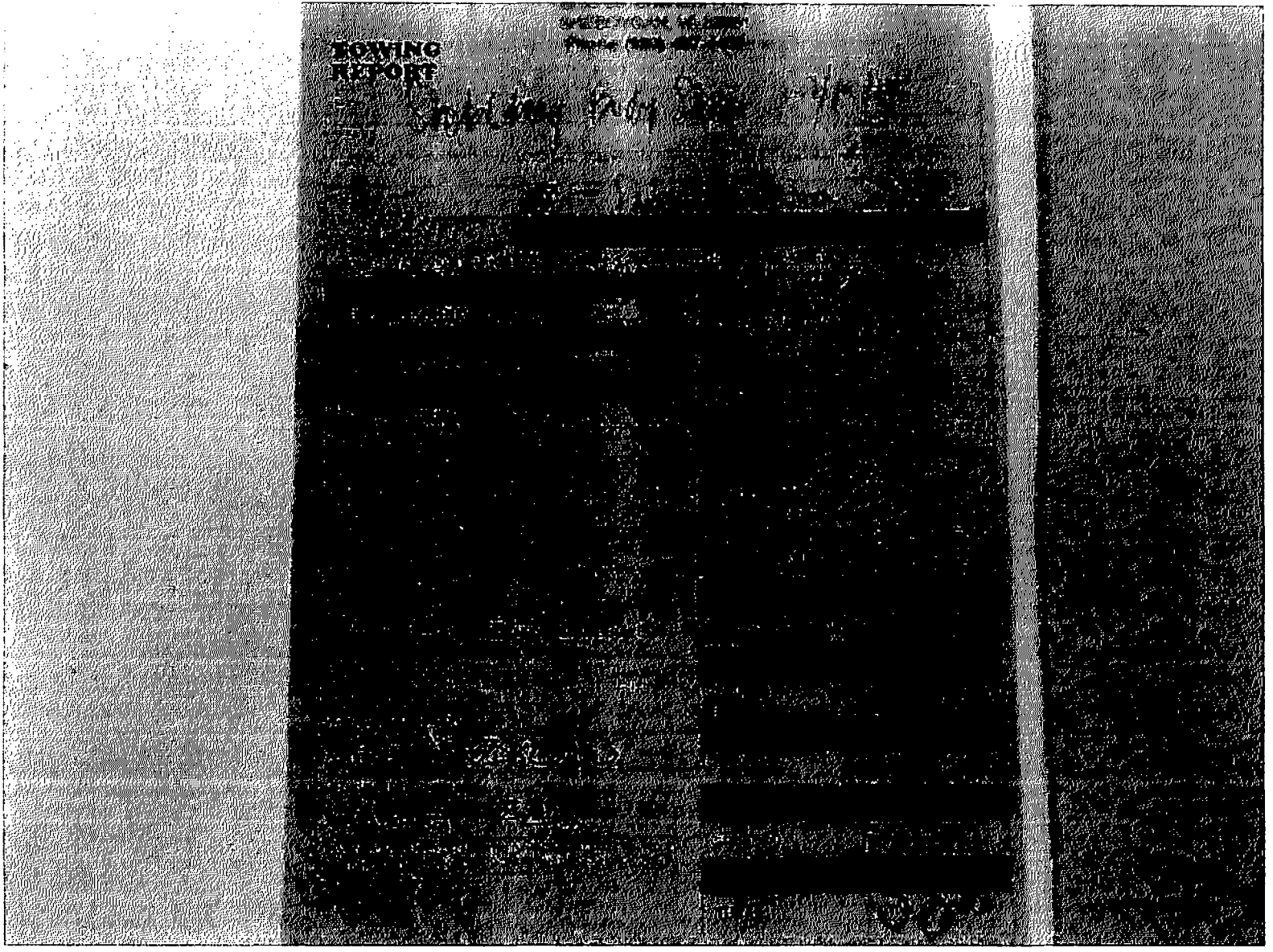
Law Enforcement Agency

Agency Space SQUAD 8 VIDEO NO BODY CAM YES				
Officer Rank OFCR	Officer Last Name CONTRERAS	Officer First Name CAROLINA	Officer Middle Name	Suffix
DOT Officer ID 453	DNR Officer ID	Officer Badge Number 453		
Officer EMail				
Local Agency Number 5961	Law Enforcement Agency Jurisdiction SHEBOYGAN	Law Enforcement Agency type CITY POLICE		
Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		TAS Agency Name SHEBOYGAN POLICE DEPARTMENT		
Law Enforcement Agency Street Address 1315 N 23RD ST		Law Enforcement Agency Street Address2		
Law Enforcement Agency City	LEA State	Law Enforcement Agency Zip Code		

Wisconsin Motor Vehicle Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

SHEBOYGAN	WI	53081	
Law Enforcement Agency Phone Number (920) 459-3333 EXT.	ORI Number WI0600200	BFUNC Agency 5961	TraCS Agency Number 427


SOWING
REPORT

PY2211

®ARMS ACUITY INS

Rental Company: ENTERPRISE RENT-A-CAR
Invoice: D065999-4481
Alternate Invoice Number: 14YS2M

Bill To: AUK4481
ACUITY INS
ATTN: STEVEN PFISTER
PO BOX 58
SHEBOYGAN , WI 53082

RENTER INFORMATION:
Renter: ANDREWS, DAVE

RENTAL INFORMATION:
Rental Branch Location:
ENTERPRISE RENT-A-CAR (4481)
3060 S BUSINESS DR
SHEBOYGAN, WI 530816521
(920) 458-1414

ADDITIONAL CLAIM INFORMATION:
Claim Number :PY2211-1
Claim Type: Insured
Vehicle Condition: Non-Driveable
Date Of Loss: 1/16/18
Insured Name: HEATHER A & DAV ANDREWS
Owner's Vehicle: 2008 SATU ASTRAOTHER
Additional Driver:
Secondary Rental: Yes

Repair Facility:
UNKNOWN SHOP
ST. LOUIS, MO 63105
(999) 999-9999

RENTAL DETAIL:

Rental Period: 1/18/18 to 2/3/18 (17 days)
Billed Period: 1/18/18 to 2/3/18 (17 days)

Products and Services	Rate	Amount
17 TIME & DISTANCE	27.74	$471.58
0 REFUELING CHARGE	0.00	$0.00
Taxes and Surcharges		
17 TITLE AND REGISTRATION FEES	0.61	$10.37
1 SALES TAX	5.50%	$26.51
	Total Charges:	$508.46
	Less Amount Received:	$0.00
	Total Amount Due:	$508.46

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
1/18/18 1:09 PM	2017	NISN	ALTI	1N4AL3AP9HC133882	38654	40358	1704	$27.74

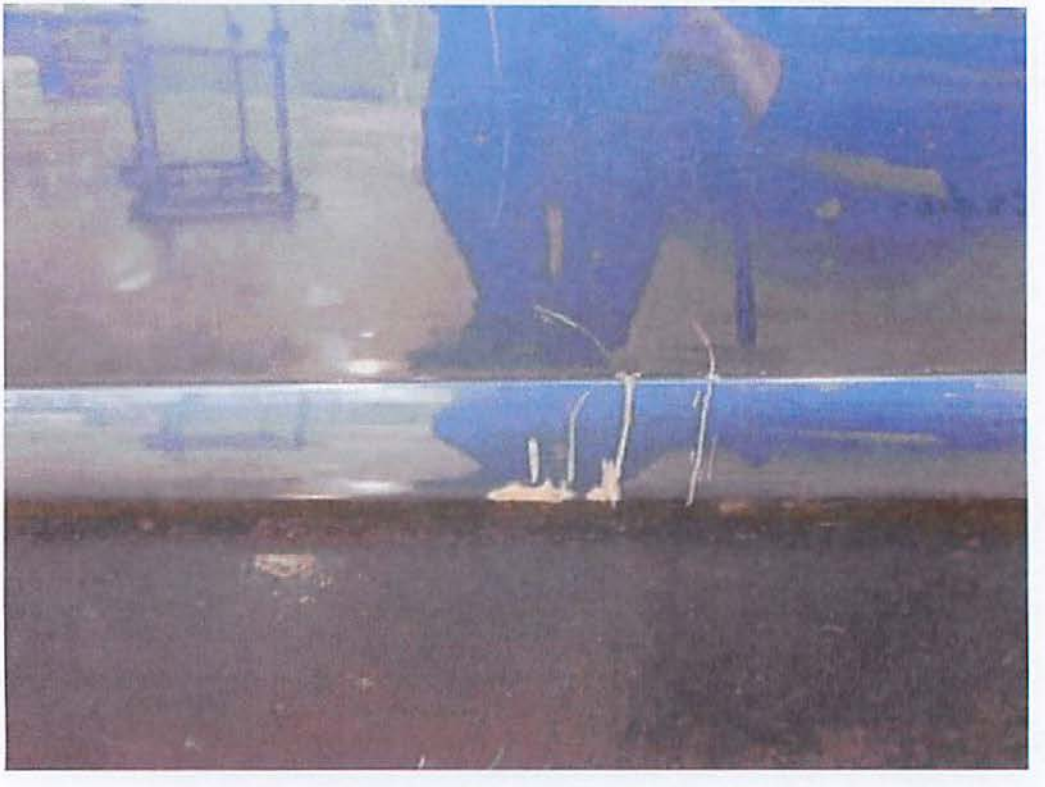
Rental Invoice

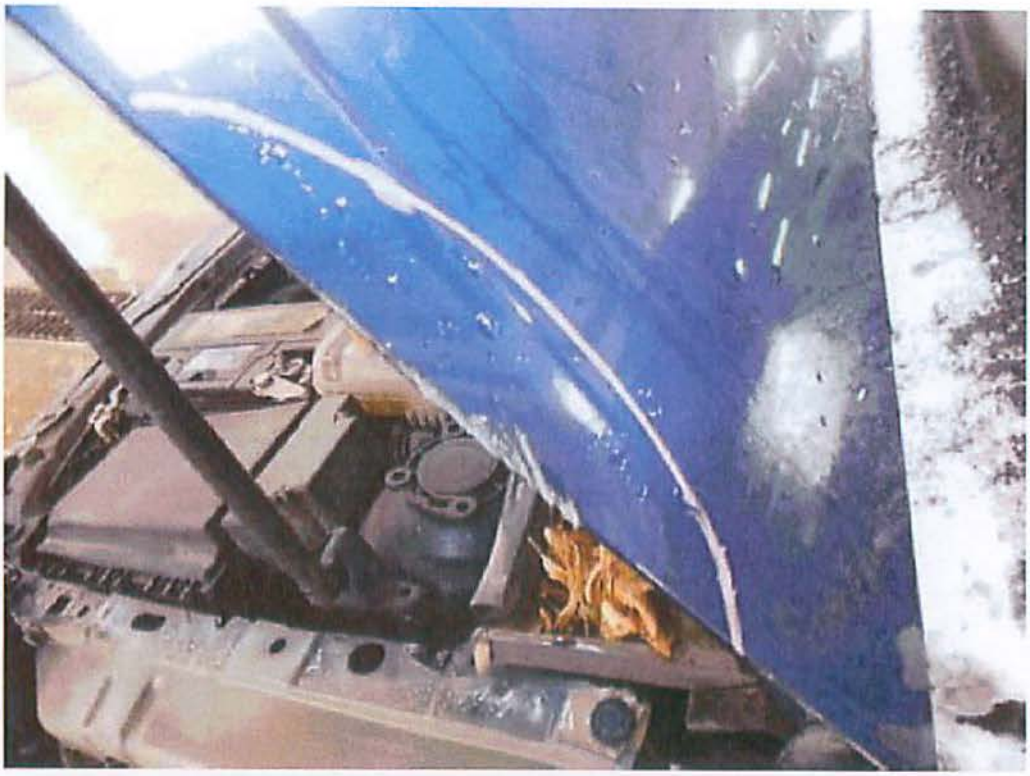
Please Return This Portion with Remittance

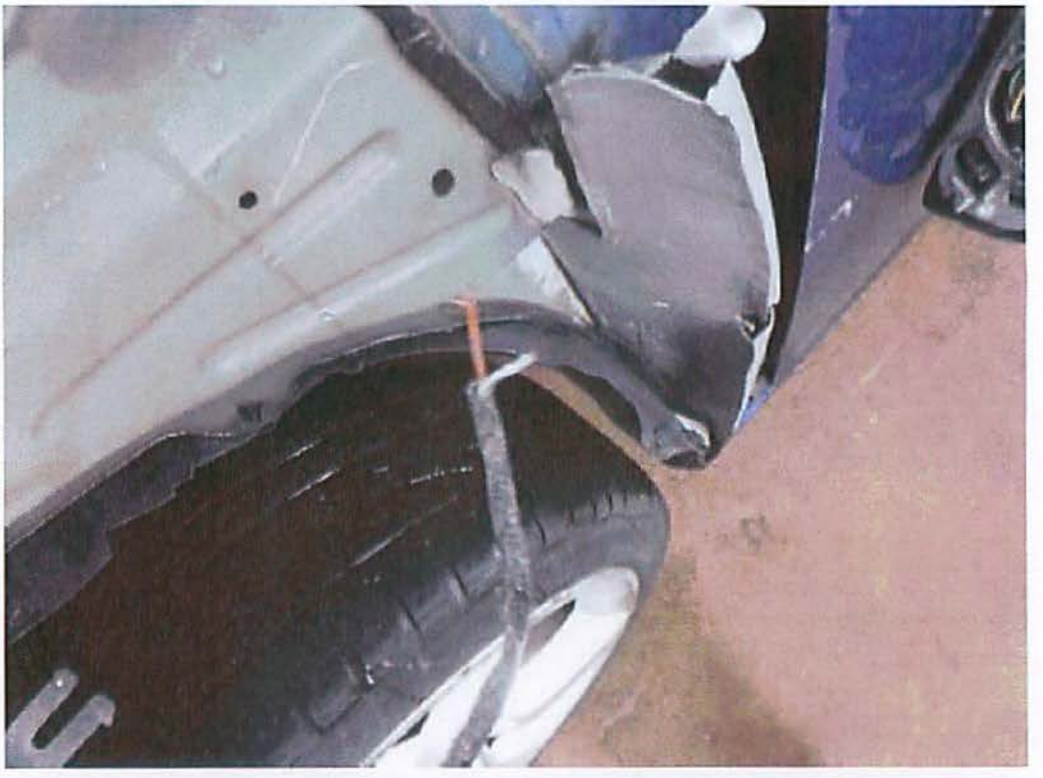
Make Payment To:
ENTERPRISE RENT-A-CAR
P.O. BOX 840086
KANSAS CITY, MO 64184-0086
Federal ID: 43-0724835

Total Charges: $508.46
Less Amount Received: $0.00
Total Amount Due..... $508.46

Please include on your check:
Invoice: D065999-4481







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America's Dairyland
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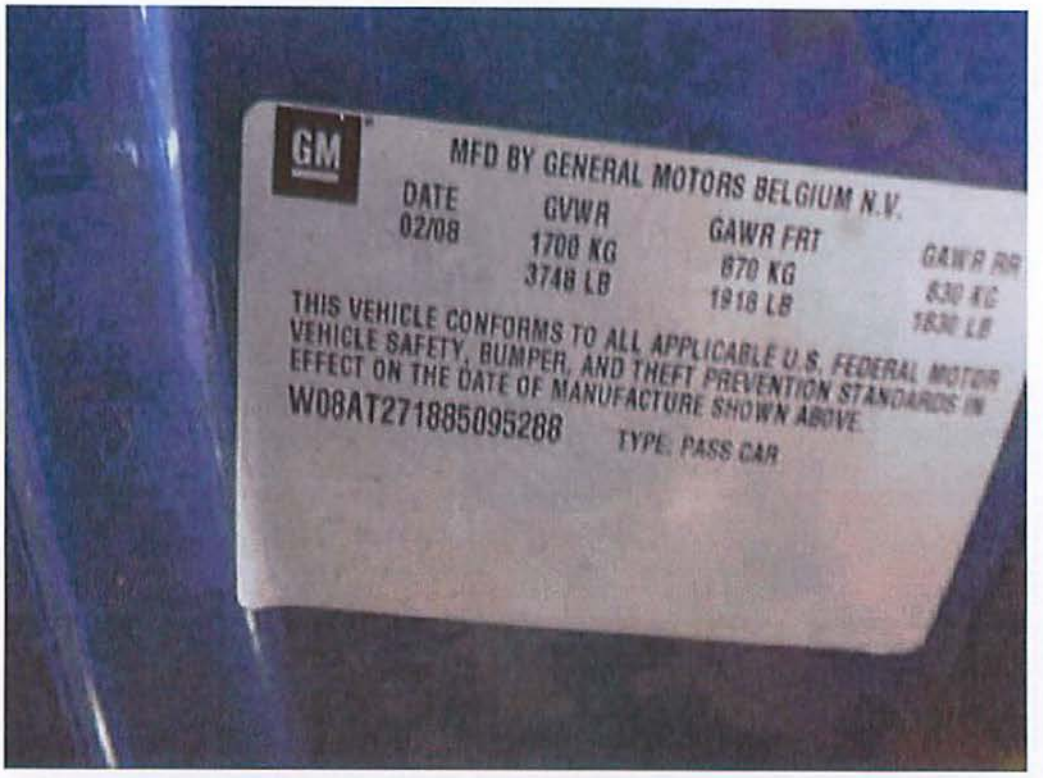
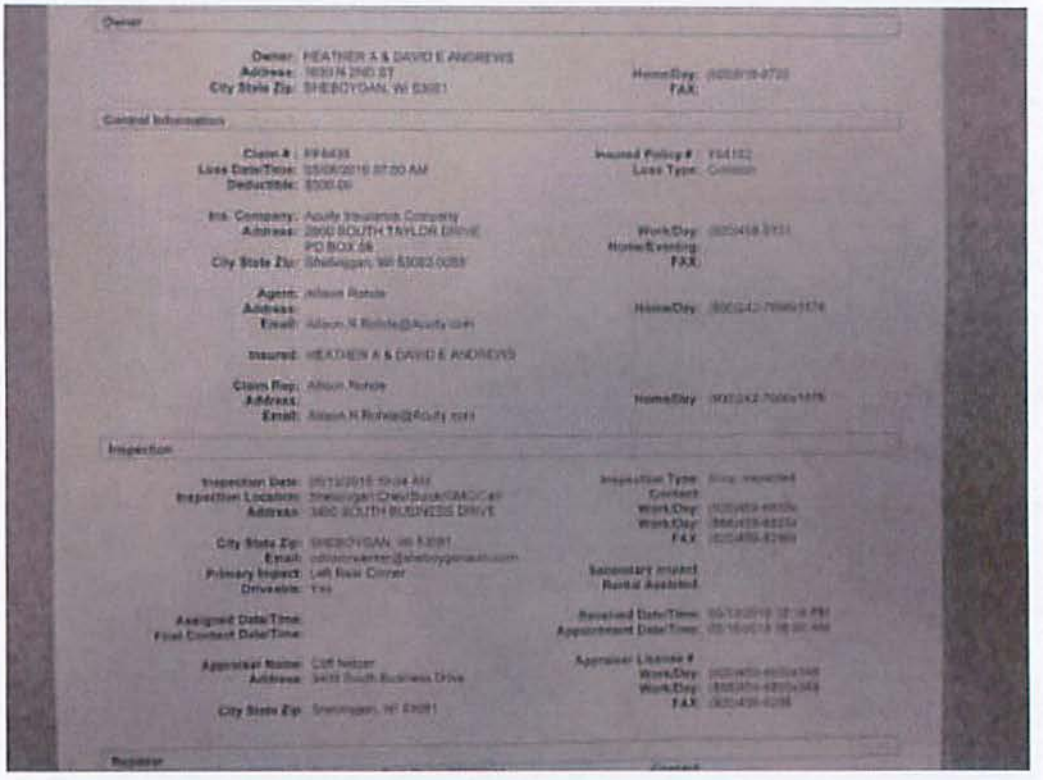
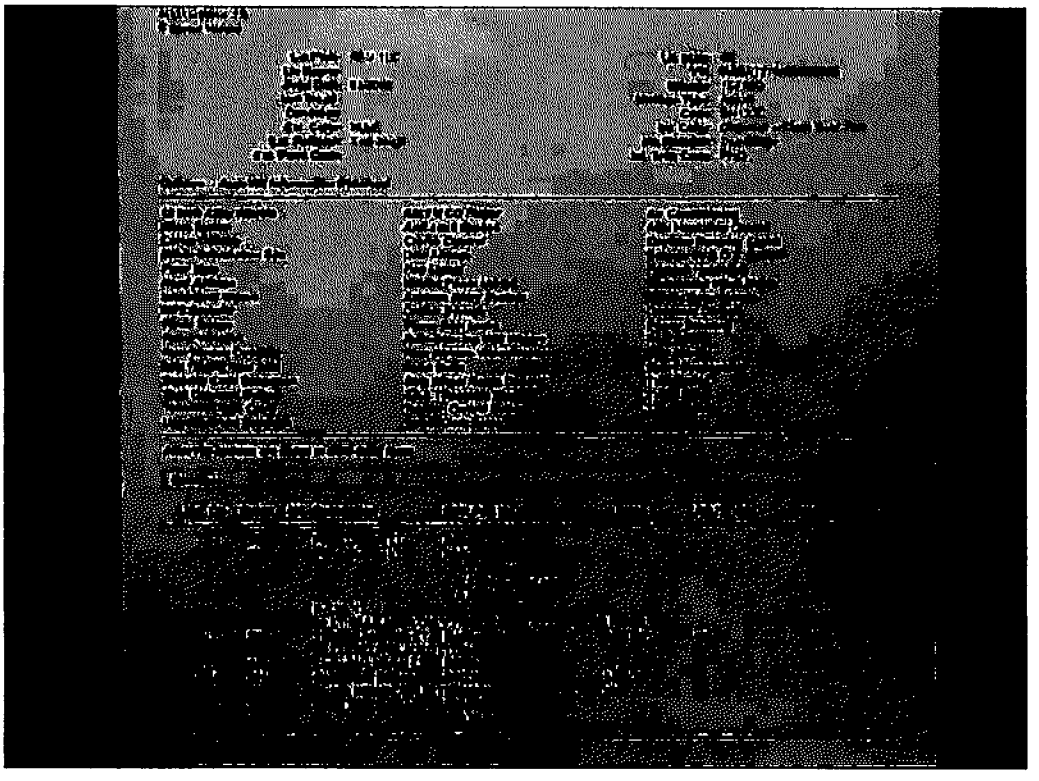
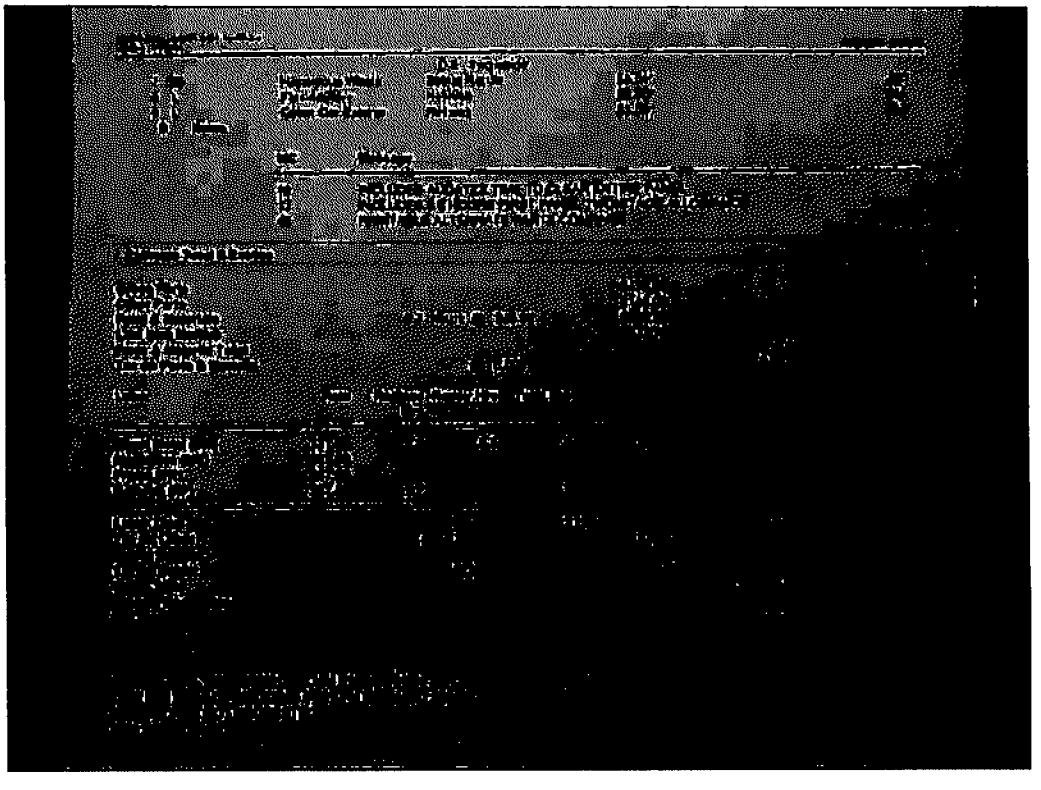
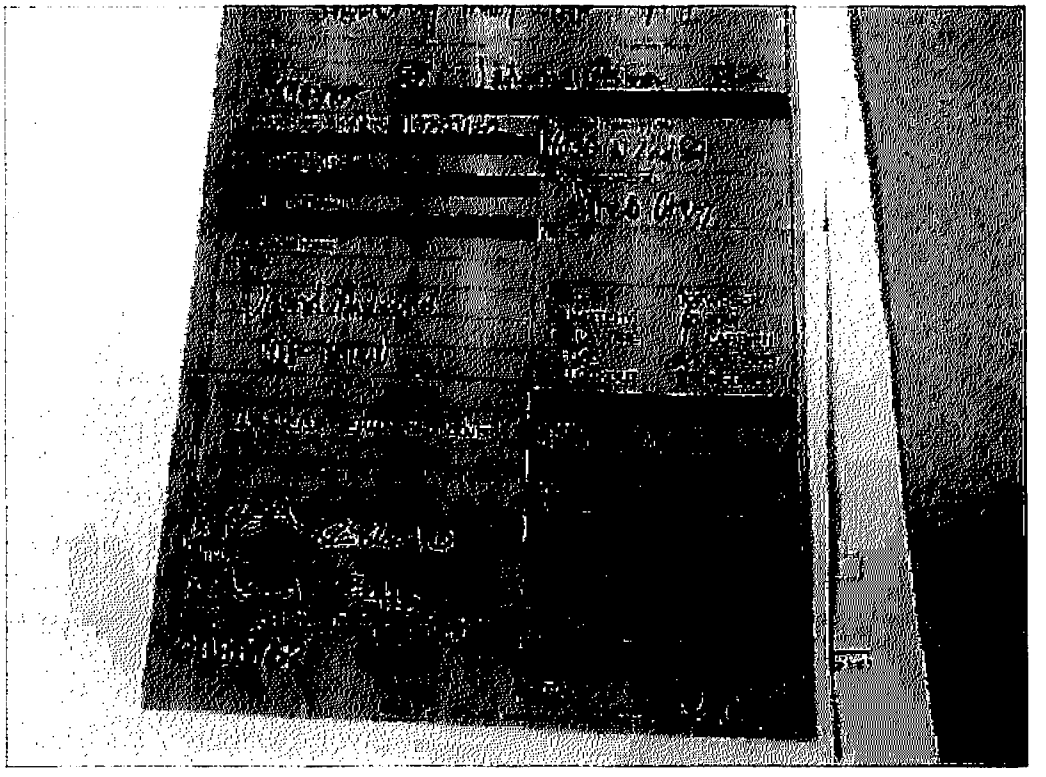

GM
MFD BY GENERAL MOTORS BELGIUM N.V.
DATE
02/08
GVWR
1700 KG
3748 LB
GAWR FRT
670 KG
1918 LB
GAWR RR
830 KG
1830 LB
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
W08AT271885095288
TYPE: PASS CAR


Owner
Owner: HEATHER A & DAVID E ANDREWS
Address: 1830 N 2ND ST
City State Zip: SHEBOYGAN, WI 53081
Home/Day:
FAX:
Control Information
Claim #:
Loss Date/Time:
Deductible:
Insured Policy #:
Loss Type:
Ins. Company: Acuity Insurance Company
Address: 2800 SOUTH TAYLOR DRIVE
PO BOX 58
City State Zip: Sheboygan, WI 53082-0058
Work/Day:
Home/Evening:
FAX:
Agent: Allison Rohde
Address:
Email:
Home/Day:
Insured: HEATHER A & DAVID E ANDREWS
Claim Rep.: Allison Rohde
Address:
Email:
Home/Day:
Inspection
Inspection Date:
Inspection Location:
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email:
Primary Impact: Left Rear Corner
Driveable: Yes
Inspection Type:
Contact:
Work/Day:
Work/Day:
FAX:
Secondary Impact:
Rental Assistant:
Assigned Date/Time:
Final Contact Date/Time:
Received Date/Time:
Appointment Date/Time:
Appraiser Name: Cliff Nitzel
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License #:
Work/Day:
Work/Day:
FAX:
Repairer
Contact







SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE – SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** ESTIMATE *****

RO# 828610

01/23/2018 12:57 PM

Owner

Owner: ANDREWS, HEATHER A &amp DAVID E
Address: 1630 N 2ND ST
City State Zip: SHEBOYGAN, WI 53081
Work/Day:
FAX:

Control Information

Claim # : PY2211
Loss Date/Time: 01/16/2018 06:00 AM
Deductible: $500.00
Insured Policy # : Y64192
Loss Type: Collision

Ins. Company: Acuity Insurance Company
Address: 2800 SOUTH TAYLOR DRIVE
PO BOX 58
City State Zip: Sheboygan, WI 53082-0058
Work/Day: (920)458-9131
Home/Evening:
FAX:

Agent: Steve Pfister
Email: spfister@acuity.com

Insured: ANDREWS, HEATHER A &amp DAVID E

Claimant: ANDREWS, HEATHER A &amp DAVID E

Claim Rep: Steve Pfister
Email: spfister@acuity.com

Inspection

Inspection Date: 01/23/2018 12:55 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Front Corner
Driveable: No

Assigned Date/Time:
First Contact Date/Time:

Appraiser Name: PATRICK KARBE
Address: 3400 South Business Drive

City State Zip: Sheboygan, WI 53081

Inspection Type: Shop Inspected
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

Secondary Impact:
Rental Assisted:

Received Date/Time: 01/17/2018 08:38 AM
Appointment Date/Time: 01/18/2018 08:00 AM

Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Contact:
Work/Day: (920)459-6855

Work/Day: (888)459-6855
City State Zip: SHEBOYGAN, WI 53081
FAX: (920)459-6286
Email: collisioncenter@sheboyganauto.com

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
ORIGINAL / INITIAL ESTIMATE:
PRIOR DAMAGE ESTIMATE FROM 2016 = $1,348.42
PRIOR DAMAGE:REAR COVER,QUARTER AND TAIL LAMP
DAMAGE ALL 4 WHEELS
TOTAL LOSS??

Vehicle

OEM Part Price Quote ID: 27649774

2008 Saturn Astra XR 2 DR Hatchback
4cyl Gasoline 1.8
5 Speed Manual

Lic.Plate:	499YWE	**Lic State:**	WI
Lic Expire:		**VIN:**	W08AT271885095288
Prod Date:	05/2008	**Mileage:**	166,952
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	SN133C
Ext. Color:	ULTRA BLUE MET	**Int. Color:**	Charcoal w/Cloth Seat Trim
Ext. Refinish:	Two-Stage	**Int. Refinish:**	
Ext. Paint Code:	218,923K	**Int. Trim Code:**	PHQ

Options - *AudaVIN Information Received*

18 Inch Alloy Wheels	***AM/FM CD Player***	***Air Conditioning***
Alarm System	***Anti-Lock Brakes***	Auto Headlamp Control
Center Console	***Cruise Control***	***Daytime Running Lights***
Driver Information Sys	Dual Airbags	Emergency S.O.S. System
Floor Mats	***Fog Lights***	Halogen Headlights
Head Airbags	Heated Power Mirrors	***Illuminated Visor Mirror***
Intermittent Wipers	***Keyless Entry System***	Lighted Entry System
MP3 Decoder	OnStar System	Overhead Console
Power Brakes	Power Door Locks	***Power Steering***
Power Windows	***Rain-Sensing W/S Wipers***	Rear Spoiler
Rear Window Defroster	Rear Window Wiper/Washer	Side Airbags
Split Folding Rear Seat	Sport Seats	***Sport Suspension***
Stability Cntrl Suspensn	***Strg Wheel Radio Control***	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tonneau/Cargo Cover	Traction Control System	Trip Computer
Upgraded/Addl Speakers	Velour/Cloth Seats	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	E	15	46	Cover,Front Bumper	94713451	$367.02			2.4	SM
2	L	15	13	Cover,Front Bumper	Refinish				3.6	RF
					2.5 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					

3	E	41	46	Headlamp Assy,Halogen LT	93357457	$450.00		0.3	SM
				>> RECON,AFTERMARKET,SALVAGE - NOT AVAILABLE					
4	N	973		Headlamps Aim	Additional Labor			0.4	SM
5	E	107	46	Lamp,Side Marker LT	13497989	$60.28		INC	SM
6	E	126	46	Socket,Frt Sd Marker LT	13153927	$49.62			SM
7	I	83		Panel,Hood	Repair			2.0*	SM
8	L	83		Panel,Hood	Refinish			3.1	RF
					2.6 Surface				
					0.5 Two-stage				
9	E	86		Hinge,Hood Panel LT	13213447	$79.47		1.9	SM
10	L	86		Hinge,Hood Panel LT	Refinish			0.3	RF
					0.3 Surface				
11	I	117	07	Pnl,Inr Fender Outer LT	Repair			1.5*	SM
12	L	117		Pnl,Inr Fender Outer LT	Refinish			0.5	RF
					0.5 Surface				
13	EU	103	46	Fender,Front LT	Replace Recycled	$150.00*	+25.00	1.5	SM
				>> SHAWN@CLEVELAND AUTO					
14	L	103		Fender,Front LT	Refinish			3.1	RF
					2.2 Surface				
					0.5 Edge				
					0.4 Two-stage				
15	EP	167		Skirt,Inner Fender LT	Replace PXN	$74.21		INC	SM
16	EP	227		Skirt,Inner Fender LT	Replace PXN	$73.46		INC	SM
17	I	101		Brkt,Front Fender LT	Repair			0.5*	SM
18	L	101		Brkt,Front Fender LT	Refinish			0.1	RF
					0.1 Surface				
19	IT	165	07	Pillar,Hinge LT	Partial Repair			4.0*	SM
20	L	165		Pillar,Hinge LT	Refinish			0.3	RF
					0.3 Surface				
21	IT	625	07	Pillar,Windshield LT	Partial Repair			1.0*	SM
22	L	625		Pillar,Windshield LT	Refinish			0.5	RF
					0.5 Surface				
23	BR	256		Panel,Bodyside Otr Upr LT	Blend Refinish			0.7	RF
					0.5 Blend				
					0.2 Two-stage				
24	I	187	07	Panel,Rocker LT	Repair			1.0*	SM
25	L	187		Panel,Rocker LT	Refinish			1.4	RF
					1.2 Surface				
					0.2 Two-stage				
26	I	209		Pnl,Front Door Outer LT	Repair			4.0*	SM
27	L	209		Pnl,Front Door Outer LT	Refinish			2.6	RF
					2.2 Surface				
					0.4 Two-stage				
28	RI	407		W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
29	I	49		Mldg,Front Door Side LT	Repair			1.0*	SM
30	L	49		Mldg,Front Door Side LT	Refinish			0.8	RF
					0.7 Surface				
					0.1 Two-stage				
31	E	285		Emblem,Front Door LT	15223484	$12.50		0.1	SM
				>> GM					
32	EU	245	46	Cover,Frt Door Mirror LT	Replace Recycled	$110.00*	+25.00	0.1	SM
				>> CLEVELAND AUTO					
33	L	245		Cover,Frt Door Mirror LT	Refinish			0.4	RF
					0.3 Surface				
					0.1 Two-stage				
34	RI	380		Handle,Front Door Otr LT	R & I Assembly			0.7	SM
35	L	M03		Flex Additive	Refinish	$6.00*			RF
36	L	M14		Corrosion Protection	Refinish	$10.00*			RF
37	L	M15		Color Tint	Refinish			1.0*	RF
				>> AVOID BLEND - PRIOR DAMAGE TO QTR. PANEL					
38	L	M17		Cover Car Exterior	Refinish	$5.00*			RF
39	SB			HOOD STRIPE	Sublet Repair	$125.00*	+25.00		SM*
				>> CARTER					

40	SB	STRIPE >> CARTER//DOOR & FENDER	Sublet Repair	$30.00*	+25.00	0.3*	SM*
41	E	FILLER >> GM#13114642 - NO LONGER AVAILABLE	Replace OEM				SM*
42	I	REMOVE STRIPE FROM HOOD	Repair			1.0*	SM*

42 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts			$1,018.89	
Other Parts			$428.67	
Paint & Materials	18.4 Hours @ $38.00		$699.20	
Line Item Markup			$65.00	
Parts & Material Total				$2,211.76
Tax on Parts & Material	@ 5.500%			$121.65

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	7.2	16.7	23.9	$1,386.20
Mech/Elec (ME)	$110.00				
Frame (FR)	$67.00				
Refinish (RF)	$58.00	18.4		18.4	$1,067.20

Labor Total	42.3 Hours		$2,453.40
Tax on Labor	@ 5.500%	$134.94	
Sublet Repairs		$193.75	
Tax on Sublet	@ 5.500%	$10.66	
Towing		$50.00	
Tax On Towing	@ 5.500%	$2.75	
Gross Total			$5,178.91
Less: Deductible			$500.00-
Net Total			$4,678.91 TOTAL LOSS

Alternate Parts Y/08/02/00/06/04 CUM 08/02/00/08/04 Zip Code: 53081 Geo 53081
OEM Part Prices DT 01/23/2018 12:57 PM EstimateID 365142094097825792 QuoteID 27649774
Recycled Parts Y/7/0 Zip Code: 53081 INV DATE: 01/17/2018
Rate Name Default

Audatex Estimating 8.0.035 ES 01/23/2018 02:32 PM REL 8.0.035 DT 01/01/2018 DB 01/15/2018
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**3.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.**

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT

PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

Audatex a Solera company

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Solera

Audatex Alternate Parts Locate Report

Vehicle

2008 Saturn Astra XR 2 DR Hatchback
4cyl Gasoline 1.8
5 Speed Manual

Options

18 Inch Alloy Wheels	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Center Console	Cruise Control	Daytime Running Lights
Driver Information Sys	Dual Airbags	Emergency S.O.S. System
Floor Mats	Fog Lights	Halogen Headlights
Head Airbags	Heated Power Mirrors	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Lighted Entry System
MP3 Decoder	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Steering
Power Windows	Rain-Sensing W/S Wipers	Rear Spoiler
Rear Window Defroster	Rear Window Wiper/Washer	Side Airbags
Split Folding Rear Seat	Sport Seats	Sport Suspension
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tonneau/Cargo Cover	Traction Control System	Trip Computer
Upgraded/Addl Speakers	Velour/Cloth Seats	

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number		Supplier Code	CLS	SRC
15	Skirt,Inner Fender LT						
		13125602	13125602	>	2		1
		13125602	13125602		1		1
16	Skirt,Inner Fender LT						
		13125604	13125604	>	2		1

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

Key to Classification / Source Codes

CLS = Classification Code

C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER
M - REMANUFACTURED / REBUILT PART
R - RECONDITIONED PART
S - OEM SURPLUS PART

SRC = Source Code

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART
3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

Detailed Distributor List

1	PXN4406	JOHN PAULS CHEVY 3615 SOUTH 108TH ST GREENFIELD, WI 53228	(800)236-7901
2	PXN4500	RYDELL CHEVY 1325 E SAN MARNAN DR WATERLOO, IA 50702	(800)383-4601

Audatex Estimating 8.0.035 ES 01/23/2018 02:32 PM REL 8.0.035 DT 01/01/2018 DB 01/15/2018

Zip Code: 53081 Search Area: Geo 53081

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Estimate Compliance Report - Enterprise Check

Claim #: PY2211
Result: Overridden
Processed Date: 01/23/18 15:54 PM EST

General Information

Owner..... **ANDREWS, HEATHER A &amp DAVID E,**
Policy Number..... **Y64192**
Vehicle..... **2008 SATURN ASTRA**
License Plate..... **499YWE**
Mileage..... **166,952**
Loss Type..... **Collision**
Inspection Type..... **Direct Repair Program**
Transaction Type..... **Estimate**

Appraiser Information

Appraiser Email..... **b2bSHP0041@audatex.com**
Appraiser Company..... **Acuity Insurance**
ID..... **0238704E-DA3C-6911-9E7D-89549D80F800/ 254WI026855**

Threshold Information

	Total	Threshold
Gross Estimate Amount	$5,178.91	
Estimate Level $ Variance	$0.00	
Weighted Value of Exceptions		999
$ Variance % of Estimate Amount		

Repair Facility Information

Repair Facility ..... **Sheboygan Chev/Buick/GMC/Cad**
Labor Rate Sheet Metal(SM)..... **$58.00**
Labor Rate Mech/Elec(ME)..... **$110.00**
Labor Rate Frame(FR)..... **$67.00**
Labor Rate Refinish(RF)..... **$58.00**
Paint Materials Rate(PM)..... **$38.00**
Calculation Source..... **Audatex**

Estimate Costs Summary

Labor Total Amount..... **$2,453.40**
Parts and Materials Total..... **$2,211.76**
Tax on Parts and Material..... **$132.71**
Gross Estimate Amount..... **$5,178.91**
Deductible..... **$500.00**
Bottom Line Adjustment..... **$0.00**
Other Charges..... **$0.00**

Total..... **$4,678.91**

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AudaExplore

Autosource

Market-Driven Valuation™

Administrative Data

Steve Pfister
Acuity
Wisconsin Office Branch
2800 South Taylor Drive
Sheboygan WI 53081

Claimant
Insured Andrews, David
Claim PY2211
Loss Date 01/16/2018
Loss Type Collision
Policy
Other

Primary Impact 10
Repair Estimate 5178.91

VINSOURCE Analysis

VIN W08AT271885095288
Decodes as 2008 Saturn Astra XR 2D Hatchback
Accuracy Decodes Correctly
History Activity was reported
AudaVIN Yes

- **Autosource activity: (NONE).**
- **Autotrak activity: (NONE).**
- **Audatex/Estimating activity: Reported by ACUITY INSURANCE on May 17, 2016. Call them regarding Claim: PF8435. DOL:05/08/2016 with a primary impact point of *Left Rear Corner.***
- **Sales history activity: (NONE)**

Vehicle Salvage Title Summary

No Branded title history found for this VIN.

Processed on 01/24/18 6:05 AM. Title History is powered by Experian AutoCheck. The Experian data contained in this report involves the conveyance of information provided to Experian by other sources. Accordingly, neither Experian nor Audatex can, or will, be an insurer or guarantor of the accuracy or reliability of the Experian data.

Powered by AutoCheck A part of Experian

Valuation Detail

	Typical Vehicle	Your Vehicle	Adjustment
Vehicle Base Price	Sheboygan Market		**$4,670**
Odometer	123,480 Mi(Typical)	166,952 Mi(Actual)	-650
Transmission	4 Speed Automatic	5 Speed Manual	-160
Wheel Options	Aluminum/Alloy Wheels	18 Inch Alloy Wheels	60

Market Driven Value **$3,920**

General Sales Tax 5.500%	$215.60
Deductible	-500.00
Net Adjusted Market Value	$3,635.60

Vehicle Description

VIN: W08AT271885095288

2008 Saturn Astra XR 2D Hatchback

166,952 Miles Actual

4cyl Gasoline 1.8
5 Speed Manual

Interior	***Air Conditioning***	***Alarm System***	***Cruise Control***
	Center Console	***Driver Information Sys***	***Sport Seats***
	Intermittent Wipers	***Illuminated Visor Mirror***	***Lighted Entry System***
	Floor Mats	***Overhead Console***	***Power Door Locks***
	Power Windows	***Split Folding Rear Seat***	***Velour/Cloth Seats***
	Tachometer	***Trip Computer***	***Tilt & Telescopic Steer***
Exterior	***Rear Window Defroster***	***Keyless Entry System***	***Heated Power Mirrors***
	Rain-Sensing W/S Wipers	***Rear Window Wiper/Washer***	***Rear Spoiler***
	Tonneau/Cargo Cover	***Tinted Glass***	***18 Inch Alloy Wheels***
Mechanical	***Power Brakes***	***Power Steering***	***Stability Cntrl Suspensn***
	Sport Suspension		
Safety	***Auto Headlamp Control***	***Dual Airbags***	***Anti-Lock Brakes***
	Daytime Running Lights	***Fog Lights***	***Head Airbags***
	Halogen Headlights	***Side Airbags***	***Emergency S.O.S. System***
	Traction Control System	***Theft Deterrent System***	
Entertainment	***MP3 Decoder***	***OnStar System***	***AM/FM CD Player***
	Strg Wheel Radio Control	***Upgraded/Add'l Speakers***	
Trim Levels	*XR		* Indicates your trim level

A detailed description of your vehicle was provided to Autosource by a trained appraiser. Through a partnership with Saturn, Audatex AudaVIN retrieves the individual vehicle specifications to identify the vehicle specifications including equipment, packages, engine and transmission. Contact Acuity if revisions are necessary. The bold/italic font indicates options reported by the manufacturer.

Vehicle Condition

Seats	Minor Wear
Carpets	Moderate Wear
Int Trim	Minor Damage
Glass	Good
Headliner	Good
Body	Minor Damage

Paint	Moderate Damage
Ext Trim	Minor Damage
Engine	Minor Wear
Transmission	Minor Wear
Front Tires	Good
Rear Tires	Good

Salvage Valuation

Vehicle Data	
Inspection Location	Sheboygan, WI
Autosource Market Value	$3,920
Repair Estimate	$5,179
Total Loss Percentage	132.12%
Point of Impact	Left Front Side

Salvage Value	
Predicted Salvage Value	$400
Low Salvage Value	$338
High Salvage Value	$662
Number of Vehicles	350

Salvage Summary	
ACV	$3,920
Less Salvage Valuation	$400
Maximum Economical Repair Limit	$3,520
Repair Estimate	$5,179

This salvage value was provided by Copart on January 24, 2018.

Salvage Value is provided by Copart. Since the Salvage Value is a prediction of gross salvage return, there is no guarantee that the salvage vehicle will be sold for the predicted value. Neither Copart nor Audatex can, or will, be an insurer or guarantor of the accuracy or reliability of the Copart data.

The above information is provided as a tool to assist the insurance company in determining whether a vehicle is economically repairable. The determination of whether a motor vehicle is a total loss is solely the responsibility of the insurance company.

Typical Condition Statement

Odometer, equipment, trim level and condition must all be carefully considered on this vehicle. The vehicle's typical odometer and condition is based on comparison of dealer and private party vehicles of the same year, vehicle type and state/province. The average miles driven for this vehicle is 123,480. Numerous descriptions have been described within each condition sub-category rating and are separated by a period. Each description is meant to be independent, but can also be interpreted as an "and/or" statement.

	Condition	Description
INTERIOR		
Seats	Minor Wear	Slight stains. Slight wear. Seams worn. Seams strained. 1-3 burn marks or holes smaller than a dime. slight odor or smoke smell. 1 tear smaller than a credit card. Leather shows slight surface cracks. Mold that can be removed with detail. Slight fading or discoloration.
Carpets	Moderate Wear	4 or more burn marks or holes smaller than a dime. 1 tear greater than 1 credit card in size. Considerable fading or discoloration. Molded inserts separated from carpet. Sun or weather damage. Mold that can't be removed with a detail.

	Condition	Description
Int Trim	Minor Damage	Slight discoloration or wear. Slight scuffs or scratches. 1-3 burn marks or holes smaller than a dime. 1 crack no greater than 1 credit card in size. 1-2 control knobs or switches missing. 1-2 gauges or control switches not working. Cracked speaker covers. Mold that can be removed with detail.
Glass	Good	No obvious damage. Numerous small pits. Light scratches visible on close inspection.
Headliner	Good	No damage. Very negligible wear visible on close inspection. Soiling removable with cleaning. No fading or discoloration.
EXTERIOR		
Body	Minor Damage	Noticeable or multiple parking lot dings. 1-3 dents or creases no greater than 1 credit card in size. No large impacts or collision dents. No surface rust.
Paint	Moderate Damage	Visible oxidation or fading. Discoloration that can't be buffed out. More than 3 scrapes or large scratches up to 6 credit cards in length or diameter. Extensive chipping. Checking on 3 or more panels. 1 primer area. Obvious mismatched paint on 1 panel. Poor quality complete vehicle repaint.
Ext Trim	Minor Damage	Slight impact damage. Slight scratches to chrome or bumper covers. Discoloration in color-keyed sections including molding and lenses. Tear or gouge in cladding no greater than 1 credit card in size. Slight cracks in 1-2 lens covers. One emblem missing. Slight rust, oxidation or corrosion on 1-2 items. Slight scrapes or marks on wheels or wheel covers. 1 mismatched wheel. Hub cap or wheel cover missing.
MECHANICAL		
Engine	Minor Wear	Belts or accessories show slight wear or corrosion. Slight oil or fluid seepage around gaskets or covers. Poor fitting aftermarket cosmetic components.
Transmission	Minor Wear	Obvious oil seepage around any of the following: transmission housing, transaxle, differential, transfer case. Recommended maintenance may not have been performed.
TIRES		
Front Tires	Good	Tires are in good condition. 30-79% of tread remains.
Rear Tires	Good	Tires are in good condition. 30-79% of tread remains.

Having a clean, well maintained vehicle will add to its market value Prior body damage, rust, extensive interior damage or mechanical problems will all decrease the market value of this vehicle.

Valuation Notes

- **Loss vehicle description was provided by Acuity**
- **Adjustments of Special Note**
  - An odometer adjustment of 1.50 cents per mile/kilometer has been applied. This adjustment is based on the vehicle year, vehicle category and market area. Odometer adjustments are capped at 40% of the vehicle's starting value.
  - Typical miles for this 2008 Saturn Astra in Wisconsin is 123,480.
  - No special adjustments were made for this vehicle.
  - All values are in U.S. dollars.
- **Autosource Valuation Process**
  - Over 5,000,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.
  - The originating search area for this valuation was Sheboygan, Wisconsin.
- **Other Adjustments or Comments**
  - The tax was calculated based on a date of loss of 01/16/2018 using zip 53081, in SHEBOYGAN, Sheboygan County, Wisconsin. The city may vary from search area to reflect correct tax location.

Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 53081, as determined by the vehicle owner's principally garaged area. Autosource located 23, 2008 Saturn Astra vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 23 comparable vehicles is $118,036 for an average price of $5,132.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2008 Saturn Astra, the difference between the asking price and selling price is generally 9%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's odometer, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. An odometer adjustment of 1.50 cents per mile/kilometer has been applied.

Taking into consideration the vehicle specifics, the fair market value is $3,920.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

---

1 2008 Saturn Astra XR 2WD 2D Hatchback W08AT271985091119 $3,639

Stock# 6564. 102,956 Miles. 5 Speed Manual, Anti-Lock Brakes, Air Conditioning, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Daytime Running Lights, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Split Folding Rear Seat, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Car King in Menomonee Falls, WI, (414) 255-0262. Vehicle information by Cars.com on 10/30/17.

The advertised price of $3,999 was adjusted to account for typical negotiation ($ -360).

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2 2008 Saturn Astra XR 2WD 4D Hatchback W08AT671X85126029 $3,121

Stock# 2548. 109,309 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Assist Handle, Cargo Cover, Latch System, Exhaust Tip, Floor Mats.

Offered for sale by Dealer in Appleton, WI, (920) 739-4205. Vehicle information by *Leading Internet Auto Site on 01/01/18.

The advertised price of $3,500 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -309).

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3 2008 Saturn Astra XR 2WD 4D Hatchback W08AT671685054410 $4,027

Stock# 14289. 98,652 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Classic Motorcars Inc in Milwaukee, WI, (414) 545-7235. Vehicle information by Cars.com on 01/22/18.

The advertised price of $4,495 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -398).

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4 2008 Saturn Astra XR 2WD 2D Hatchback W08AT271385048184 $4,541

Stock# 12797. 108,496 Miles. 4 Cylinder 1.8 Engine, 5 Speed Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Driver Information Sys, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM In-dash CD Changer, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, All Power Options, Under Warranty.

Offered for sale by Ideal Auto Sales in Waukesha, WI, (262) 549-3088. Vehicle information by *Leading Internet Auto Site on 01/22/18.

The advertised price of $4,990 was adjusted to account for typical negotiation ($ -449).

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5 2008 Saturn Astra XR 2WD 2D Hatchback W08AT271885119394 $5,005

Stock# 119394. 74,511 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Smart Sales & Leasing in Milwaukee, WI, (414) 425-4500. Vehicle information by Cars.com on 12/25/17.

The advertised price of $5,500 was adjusted to account for typical negotiation ($ -495).

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6 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671685086935 $4,758

Stock# 17VD1111A. 69,632 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats.

Offered for sale by Frank Boucher Racine in Racine, WI, (262) 886-2886. Vehicle information by *Leading Internet Auto Site on 11/20/17.

The advertised price of $4,859 was adjusted to account for differences in vehicle description ($370) and typical negotiation ($ -471).

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7 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671585049102 $4,670

Stock# H3686A. 110,423 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Wilde East Towne Honda in Madison, WI, (608) 467-1265. Vehicle information by Cars.com on 11/04/17.

The advertised price of $4,762 was adjusted to account for differences in vehicle description ($370) and typical negotiation ($ -462).

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8 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671X85054747 $3,517

Stock# P4332B. 78,091 Miles. 4 Speed Automatic, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Betten Baker Chevrolet Buick in Coopersville, MI, (616) 837-3800. Vehicle information by Cars.com on 01/22/18.

The advertised price of $3,495 was adjusted to account for differences in vehicle description ($370) and typical negotiation ($ -348).

---

9 2008 Saturn Astra XR 2WD 4D Hatchback W08AT671X85044673 $4,474

Stock# 85044673. 90,871 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Libertyville Toyota Scion in Libertyville, IL, (847) 362-1500. Vehicle information by *Leading Internet Auto Site on 12/19/17.

The advertised price of $4,986 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -442).

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10 2008 Saturn Astra XR 2WD 4D Hatchback W08AT671885110525 $4,482

Stock# W0653. 110,689 Miles. 4 Cylinder 1.8 Engine, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Leather Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Crown Motors in Holland, MI, (616) 212-6613. Vehicle information by Cars.com on 01/22/18.

The advertised price of $4,995 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -443).

Original Equipment Guide

Engine Options		Transmission Options	
* 4 Cylinder 1.8 Engine	STD	* 5 Speed Manual	STD
		4 Speed Automatic	$1,325
Other Optional Equipment		**Convenience Options**	
* Anti-Lock Brakes	STD	* Air Conditioning	STD
* Center Console	STD	* Auto Headlamp Control	STD
* Dual Airbags	STD	* Cruise Control	STD
* Driver Information Sys	TYP	* Rear Window Defroster	STD
* Fog Lights	STD	* Daytime Running Lights	STD
* Head Airbags	STD	* Floor Mats	STD
* Halogen Headlights	STD	* Illuminated Visor Mirror	STD
* Intermittent Wipers	STD	* Rain-Sensing W/S Wipers	STD
* Keyless Entry System	STD	* Strg Wheel Radio Control	STD
* Lighted Entry System	STD	* Tilt & Telescopic Steer	STD
Leather Steering Wheel		**Radio/Phone/Alarm Options**	
* Overhead Console	STD	* Alarm System	STD
* OnStar System	STD	* AM/FM CD Player	STD
* Rear Window Wiper/Washer	STD	Graphic Equalizer	TYP
* Side Airbags	STD	AM/FM In-dash CD Changer	

* Stability Cntrl Suspensn	STD	* MP3 Decoder	STD
* Emergency S.O.S. System	STD	* Theft Deterrent System	STD
* Rear Spoiler	STD	**Power Accessories**	
* Sport Suspension	STD	* Heated Power Mirrors	STD
* Tachometer	STD	* Power Brakes	STD
* Trip Computer	STD	* Power Door Locks	STD
* Traction Control System	STD	* Power Steering	STD
* Tonneau/Cargo Cover	STD	* Power Windows	STD
* Tinted Glass	STD	**Seat Options**	
* Upgraded/Add'l Speakers	TYP	Heated Front Seats	$250
Wheel Options		Leather Seats	
* 18 Inch Alloy Wheels	$495	* Split Folding Rear Seat	STD
Aluminum/Alloy Wheels	STD	* Sport Seats	STD
		* Velour/Cloth Seats	STD

Option Packages

Advanced Audio Package	$595	Includes Driver Information Sys, Graphic Equalizer, AM/FM In-dash CD Changer, MP3 Player, Trip Computer, Upgraded/Add'l Speakers
Premium Trim Package	$945	Includes Driver Information Sys, Heated Front Seats, Leather Steering Wheel, Leather Seats, Sport Seats, Strg Wheel Radio Control, 3-Spoke Leather Sport Steering Wheel, Manual Lumbar

Base retail price	$18,995
Loss Vehicle manufacturer's suggested retail price as reported	$19,490

Editions available for the same body style (in order of original cost, increasing): *XR

* Indicates loss vehicle equipment.

Vehicle Locator Service

After your claim is settled, Autosource provides free assistance in locating your next vehicle. You can call us Monday through Friday, between 8:00 AM and 5:00 PM, Pacific time at (800)351-3133, ext 7428. Our specialists will work with you to find a new or used vehicle in your area.

Recall Bulletins

No recall bulletins have been issued that apply to this vehicle

Loss Vehicle Valuation

Autosource has been chosen by **Acuity** to assist in establishing a fair and reasonable market value for your vehicle. We are proud to offer you the most current and comprehensive automotive valuations available today.

Your vehicle was inspected and/or described to Autosource by a trained representative of Acuity. Autosource has evaluated all aspects of your vehicle provided by Acuity as well as those features identified by the Vehicle Identification Number (VIN) or known to be standard equipment for your vehicle.

The market value of your vehicle is determined by comparing it to other vehicles in your area of similar make, model, equipment, odometer and condition that have been offered for sale or sold. The sources for this comparison include new and used car dealers, newspapers, traders, specialty journals and the Internet. Our exclusive Dealer Access program provides us with electronic inventories from thousands of affiliated dealers in North America.

Each week, over **5,000,000 vehicles** are listed from these sources, representing over 100,000 dealerships and 3400 publications, making our database the largest in the industry. We utilize the industry's largest electronic network and leading edge technology to provide you with the most current inspected, surveyed or advertised market data. We will find the closest vehicle matches in the area nearest your home.

About Your Valuation

This report contains proprietary information of Audatex and third parties and shall not be disclosed to any third party (other than the insured or claimant) without Audatex's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. Audatex makes no representations or warranties concerning the applicability or accuracy of such tax data.

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AudaExplore

Autosource

Market-Driven Valuation™

Acuity is dedicated to delivering exceptional service to you in reference to your claim PY2211 from loss date 01/16/2018 on a 2008 Saturn Astra XR 2D Hatchback. Acuity has selected Audatex, an independent vehicle valuation company, to prepare a comprehensive vehicle valuation for your vehicle. This valuation report was prepared specifically for your vehicle and represents a fair and accurate value driven by the retail used vehicle market.

In these pages, you will find:

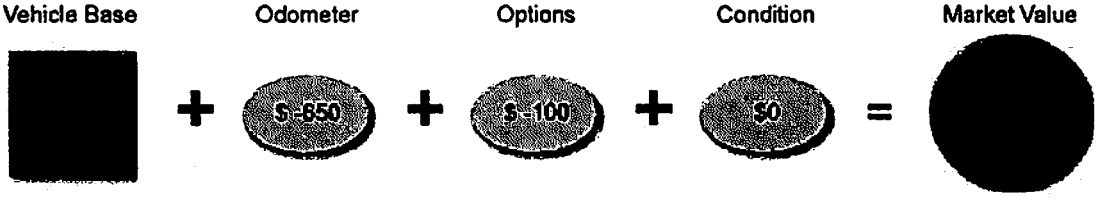
=> Vehicle Inspection
=> Market Overview
=> Valuation Detail

Market Value

$3,920

The Valuation Process

The breadth and depth of the Audatex used vehicle database makes Autosource the most comprehensive market-driven valuation process available. Audatex has been determining locally sensitive, fair, and accurate market values for vehicles since 1985, with more than 30 million vehicles valued. The Autosource Market Value includes vehicles for sale at dealerships and private party sellers, starting right in the local market.



Vehicle Description

VIN: W08AT271885095288

2008 Saturn Astra XR 2D Hatchback

166,952 Miles Actual

4cyl Gasoline 1.8
5 Speed Manual

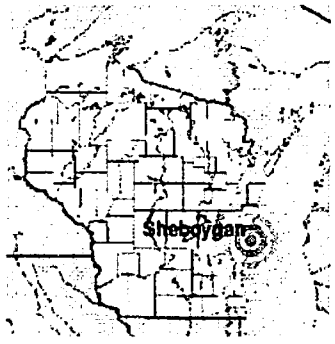
Interior	***Air Conditioning***	***Alarm System***	***Cruise Control***
	Center Console	***Driver Information Sys***	***Sport Seats***
	Intermittent Wipers	***Illuminated Visor Mirror***	***Lighted Entry System***
	Floor Mats	***Overhead Console***	***Power Door Locks***
	Power Windows	***Split Folding Rear Seat***	***Velour/Cloth Seats***
	Tachometer	***Trip Computer***	***Tilt & Telescopic Steer***
Exterior	***Rear Window Defroster***	***Keyless Entry System***	***Heated Power Mirrors***
	Rain-Sensing W/S Wipers	***Rear Window Wiper/Washer***	***Rear Spoiler***
	Tonneau/Cargo Cover	***Tinted Glass***	***18 inch Alloy Wheels***
Mechanical	***Power Brakes***	***Power Steering***	***Stability Cntrl Suspensn***
	Sport Suspension		
Safety	***Auto Headlamp Control***	***Dual Airbags***	***Anti-Lock Brakes***
	Daytime Running Lights	***Fog Lights***	***Head Airbags***
	Halogen Headlights	***Side Airbags***	***Emergency S.O.S. System***
	Traction Control System	***Theft Deterrent System***	
Entertainment	***MP3 Decoder***	***OnStar System***	***AM/FM CD Player***
	Strg Wheel Radio Control	***Upgraded/Add'l Speakers***	

Trim Levels	*XR	* Indicates your trim level

A detailed description of your vehicle was provided to Autosource by a trained appraiser. Through a partnership with Saturn, Audatex AudaVIN retrieves the individual vehicle specifications to identify the vehicle specifications including equipment, packages, engine and transmission. Contact Acuity if revisions are necessary. The bold/italic font indicates options reported by the manufacturer.

Vehicle Condition	
Seats	Minor Wear
Carpets	Moderate Wear
Int Trim	Minor Damage
Glass	Good
Headliner	Good
Body	Minor Damage
Paint	Moderate Damage
Ext Trim	Minor Damage
Engine	Minor Wear
Transmission	Minor Wear
Front Tires	Good
Rear Tires	Good

Market Overview



What is my Vehicle Market Value based on?

53081, Sheboygan Wisconsin--Research for your vehicle was based on market analysis originating from your zip code. Autosource located 23, 2008 Saturn Astra vehicles which were used to determine the typical vehicle price.

Fair and accurate market valuations must balance geographic location with comparability of one vehicle to others. Having the largest and most current database of vehicles for sale provides a comprehensive view of your vehicle's market. In addition to the vehicle inventories received directly from dealerships, Autosource finds comparable vehicle information for vehicles in the same places most buyers look for them--local and national internet websites, vehicle guides, publications and partnerships representing more than 10,000 independent vehicle sources.

How did Autosource make adjustments for my vehicle?

The main factors that affect the retail selling price and marketability of a vehicle are **odometer, equipment and condition**. Therefore, Autosource valuations include adjustments that fairly consider the differences between your vehicle and the typical vehicle found in the market.

- **Odometer**
  - Typical odometer is based on hundreds of inspected vehicles
  - The odometer adjustment is based on 1.50 cents per mile specific to the 2008 Saturn Astra XR 2D Hatchback in the state of Wisconsin. Odometer adjustments are capped at 40% of the vehicle's starting value.
- **Equipment**
  - Typical equipment represents the most common options for the 2008 Saturn Astra XR 2D Hatchback in the United States
  - Equipment adjustments are based on the manufacturer's retail price, adjusted for depreciation
- **Condition**
  - Typical condition is based on hundreds of inspected vehicles
  - Condition adjustments are based on a percentage of the vehicle's value

Valuation Detail

	Typical Vehicle	Your Vehicle	Adjustment
Vehicle Base Price	Sheboygan Market		**$4,670**
Odometer	123,480 Mi(Typical)	166,952 Mi(Actual)	-650
Transmission	4 Speed Automatic	5 Speed Manual	-160
Wheel Options	Aluminum/Alloy Wheels	18 Inch Alloy Wheels	**60**

Market Driven Value	**$3,920**
General Sales Tax 5.500%	$215.60
Deductible	-500.00
Net Adjusted Market Value	$3,635.60

Comparable Vehicle Details

The Autosource database contains inspected dealer inventories, dealer advertisements, phone verified vehicles, and private party advertisements from thousands of sources including automotive publications, newspapers and Web sites. Autosource uses vehicles comparable in year, make and model within the specified market area, expanding as necessary, to determine the loss vehicle's local market value. This valuation includes a representative sample of the vehicles used to calculate the typical starting price.

The market search originated from Zip Code 53081, as determined by the vehicle owner's principally garaged area. Autosource located 23, 2008 Saturn Astra vehicles which were used to determine the typical vehicle price. Adjustments have been made to the comparable vehicles for value differences in vehicle description as indicated in the "Veh Adj" field. The sum of the 23 comparable vehicles is $118,036 for an average price of $5,132.

The asking or actual sale price is displayed for each vehicle. If a vehicle has been sold, the sold price is displayed with an (S) indicator. The selling price may be substantially less than the asking price. In the case of this 2008 Saturn Astra, the difference between the asking price and selling price is generally 9%. This selling price adjustment has been applied to the typical price. Additional adjustments have been made to the typical vehicle price taking into consideration the loss vehicle's odometer, equipment and condition. All adjustments are vehicle specific and reflect driving habits and condition for the vehicle's market. An odometer adjustment of 1.50 cents per mile/kilometer has been applied.

Taking into consideration the vehicle specifics, the fair market value is $3,920.

The following comparables represent a sample of the vehicles used to calculate the Vehicle Base Price. The complete list of vehicles is available upon request. These vehicles have been recently offered for sale in the market place.

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1 **2008 Saturn Astra XR 2WD 2D Hatchback** **W08AT271985091119** **$3,639**

Stock# 6564. 102,956 Miles. 5 Speed Manual, Anti-Lock Brakes, Air Conditioning, Auto Headlamp Control, Alarm System, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Daytime Running Lights, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Split Folding Rear Seat, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Car King in Menomonee Falls, WI, (414) 255-0262. Vehicle information by Cars.com on 10/30/17.

The advertised price of $3,999 was adjusted to account for typical negotiation ($ -360).

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2 **2008 Saturn Astra XR 2WD 4D Hatchback** **W08AT671X85126029** **$3,121**

Stock# 2548. 109,309 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Assist Handle, Cargo Cover, Latch System, Exhaust Tip, Floor Mats.

Offered for sale by Dealer in Appleton, WI, (920) 739-4205. Vehicle information by *Leading Internet Auto Site on 01/01/18.

The advertised price of $3,500 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -309).

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3 **2008 Saturn Astra XR 2WD 4D Hatchback** **W08AT671685054410** **$4,027**

Stock# 14289. 96,652 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Classic Motorcars Inc in Milwaukee, WI, (414) 545-7235. Vehicle information by Cars.com on 01/22/18.

The advertised price of $4,495 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -398).

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4 **2008 Saturn Astra XR 2WD 2D Hatchback** **W08AT271385048184** **$4,541**

Stock# 12797. 108,496 Miles. 4 Cylinder 1.8 Engine, 5 Speed Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Driver Information Sys, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar

System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM In-dash CD Changer, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, All Power Options, Under Warranty.

Offered for sale by Ideal Auto Sales in Waukesha, WI, (262) 549-3088. Vehicle information by *Leading Internet Auto Site on 01/22/18.

The advertised price of $4,990 was adjusted to account for typical negotiation ($ -449).

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5 2008 Saturn Astra XR 2WD 2D Hatchback W08AT271885119394 $5,005

Stock# 119394. 74,511 Miles. 4 Cylinder 1.8 Engine, Automatic Transmission, Auto Headlamp Control, Air Conditioning, Dual Airbags, Alarm System, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Daytime Running Lights, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Illuminated Visor Mirror, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Split Folding Rear Seat, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Stability Cntrl Suspensn, Velour/Cloth Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Smart Sales & Leasing in Milwaukee, WI, (414) 425-4500. Vehicle information by Cars.com on 12/25/17.

The advertised price of $5,500 was adjusted to account for typical negotiation ($ -495).

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6 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671685086935 $4,758

Stock# 17VD1111A. 69,632 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats.

Offered for sale by Frank Boucher Racine in Racine, WI, (262) 886-2886. Vehicle information by *Leading Internet Auto Site on 11/20/17.

The advertised price of $4,859 was adjusted to account for differences in vehicle description ($370) and typical negotiation ($ -471).

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7 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671585049102 $4,670

Stock# H3686A. 110,423 Miles. 5 Speed Manual, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Wilde East Towne Honda in Madison, WI, (608) 467-1265. Vehicle information by Cars.com on 11/04/17.

The advertised price of $4,762 was adjusted to account for differences in vehicle description ($370) and typical negotiation ($ -462).

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8 2008 Saturn Astra XE 2WD 4D Hatchback W08AR671X85054747 $3,517

Stock# P4332B. 78,091 Miles. 4 Speed Automatic, Anti-Lock Brakes, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Head Airbags, Intermittent Wipers, Keyless Entry System, Lighted Entry System, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Tachometer, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Betten Baker Chevrolet Buick in Coopersville, MI, (616) 837-3800. Vehicle information by Cars.com on 01/22/18.

The advertised price of $3,495 was adjusted to account for differences in vehicle description ($370) and typical negotiation ($ -348).

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9 2008 Saturn Astra XR 2WD 4D Hatchback W08AT671X85044673 $4,474

Stock# 85044673. 90,871 Miles. 4 Speed Automatic, Anti-Lock Brakes, Air Conditioning, Aluminum/Alloy Wheels, Cruise Control, AM/FM CD Player, Center Console, Dual Airbags, Rear Window Defroster, Heated Power Mirrors, Floor Mats, Fog Lights, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Emergency S.O.S. System, Rear Spoiler, Sport Seats, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Traction Control System, Theft Deterrent System, Tonneau/Cargo Cover, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Velour/Cloth Seats, Overdrive.

Offered for sale by Libertyville Toyota Scion in Libertyville, IL, (847) 362-1500. Vehicle information by *Leading Internet Auto Site on 12/19/17.

The advertised price of $4,986 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -442).

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10 **2008 Saturn Astra XR 2WD 4D Hatchback** **W08AT671885110525** **$4,482**

Stock# W0653. 110,689 Miles. 4 Cylinder 1.8 Engine, Air Conditioning, Dual Airbags, Anti-Lock Brakes, Cruise Control, Center Console, Rear Window Defroster, Fog Lights, Sport Seats, Head Airbags, Halogen Headlights, Intermittent Wipers, Keyless Entry System, Lighted Entry System, Floor Mats, Heated Power Mirrors, MP3 Decoder, Overhead Console, OnStar System, Power Brakes, Power Door Locks, Power Steering, Power Windows, AM/FM CD Player, Rain-Sensing W/S Wipers, Rear Window Wiper/Washer, Side Airbags, Leather Seats, Emergency S.O.S. System, Rear Spoiler, Sport Suspension, Strg Wheel Radio Control, Tachometer, Trip Computer, Tonneau/Cargo Cover, Traction Control System, Theft Deterrent System, Tinted Glass, Tire Pressure Monitor, Tilt & Telescopic Steer, Aluminum/Alloy Wheels, Audio System Security, RADIO DATA SYSTEM, Shift Knob, Safety Certification.

Offered for sale by Crown Motors in Holland, MI, (616) 212-6613. Vehicle information by Cars.com on 01/22/18.

The advertised price of $4,995 was adjusted to account for differences in vehicle description ($ -70) and typical negotiation ($ -443).

About Your Valuation

This report contains proprietary information of Audatex and third parties and shall not be disclosed to any third party (other than the insured or claimant) without Audatex's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. Audatex makes no representations or warranties concerning the applicability or accuracy of such tax data.

Report Generated by Audatex, a Solera Company

US Pat. No 7912740B2

US Pat. No 8200513B2

US Pat. No 8468038B2

US Pat. No 8725544

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VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 311-17-18 by City Clerk submitting a Notice of Claim from Cincinnati Insurance Companies on behalf of their client, Schenck SC, for alleged injuries to an employee (Jennifer Roszak) due to a fall in the parking lot located at 712 Riverfront Drive; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.2

R. O. No. 311 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a Notice of Claim from Cincinnati Insurance Companies on behalf of their client, Schenck SC, for alleged injuries to an employee (Jennifer Roszak) due to a fall in the parking lot located at 712 Riverfront Drive.

Finance + Personnel
Finance + personnel
2 new council

CITY CLERK

THE CINCINNATI INSURANCE COMPANIES

MAR 7'18 PM 4:14

The Cincinnati Insurance Company ▪ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ▪ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Claim# 39-17

Nancy Olson
Field Claims Superintendent

March 1, 2018

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan WI 53081

REGARDING: Parking lot at 712 Riverfront Dr

RE:	**Insured:**	**SCHENCK SC**
	Claim No.:	**3075329**
	Policy No.:	**05EWC0461161**
	Loss Date:	**2/19/2018**
	Claimant:	**Jennifer Roszak**

Dear Sir/Madame:

We are the worker's compensation insurance carrier for Schenck SC in Sheboygan, WI. An employee reported an injury from falling in a City of Sheboygan owned lot on the above date. The location is 712 Riverfront Drive, Sheboygan, WI.

Please refer this letter to the proper department to review our subrogation claim. As payments are made, we will update the correct department with our subrogation lien.

Thank you.

Sincerely,

Nancy Olson, CPCU, AIC
Field Claims Superintendent

Mailing Address: PO Box 3 ▪ Larsen, WI 54947
email:nancy_olson@cinfin.com ▪ Office :(920) 279 1632 ▪ Fax:(866) 231 5101

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 313-17-18 by City Clerk submitting a claim from Anthony J. Welsch for alleged damages caused by a snowplow when it hit his vehicle parked in front of 1537 Blocki Court; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018 2019

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.4

R. O. No. 313 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Anthony J. Welsch for alleged damages caused by a snowplow when it hit his vehicle parked in front of 1537 Blocki Court.

Finance + Personnel
Finance + personnel
of new Council

CITY CLERK

MAR 8'18 PM12:07

DATE RECEIVED 3/8/18 RECEIVED BY JW

CLAIM NO. 40-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

1. Name of Claimant: Anthony J. Welsch
2. Home address of Claimant: 1537 Blocki Ct
3. Home phone number: 920-912-7477
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 12/16/17 12:00pm-12:30pm
6. Where did damage or injury occur? (give full description) City plow hit our parked 2012 Chevy Traverse in front of our house at 1537 Blocki Ct.
7. How did damage or injury occur? (give full description) Officer said plows shovel side shifted into ~~our~~ our vehicle, causing damages.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: _____
   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: _____
   (b) Claimant's statement of basis for such liability: _____

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

No Injuries. Driver side/rear door damaged, 2 estimates attached.

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

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

Auto: $_____

Property: $_____

Personal injury: $_____

Other: (Specify below $_____

TOTAL $ 1,473.11

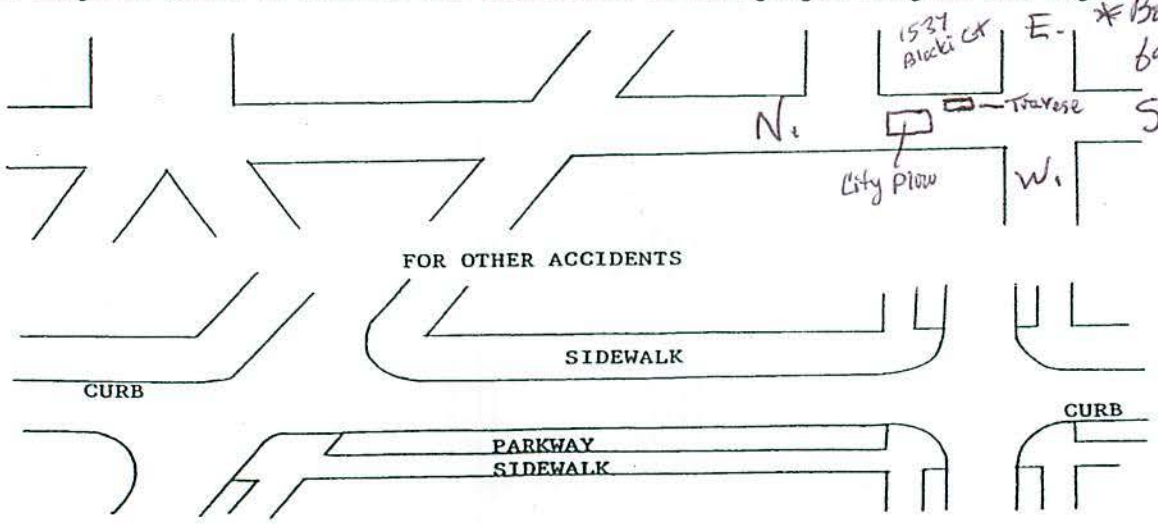
Damaged vehicle (if applicable)

Make: Chevy Model: Traverse Year: 2012 Mileage: 129,000

Names and addresses of witnesses, doctors and hospitals: Wife Rebecca J. Welsh

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 Anthony J. Welsh DATE 3/8/18

CLAIM NO. 40-17

CLAIM

Claimant's Name: Anthony J. Welsch

Claimant's Address: 1537 Blocki Ct
Sheboygan, WI 53081

Claimant's Phone No. _____

Auto	$ _____
Property	$ _____
Personal Injury	$ _____
Other (Specify below)	$ _____
TOTAL	$ 1,473.11

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 $ 1,473.11 .

SIGNED Anthony J. Welsch DATE: 3/8/16

ADDRESS: 1537 Blocki Ct
Sheboygan, WI 53081

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

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

01/22/2018 11:32 AM

Owner

Owner: Anthony Welsch
Address: 1537 Blocki Ct
City State Zip: Sheboygan, WI 53081
Email: native384@gmail.com

Home/Day: (920)912-7477
Home/Evening: (920)917-7533xRebecca
FAX:

Inspection

Inspection Date: 01/23/2018 05:54 AM
Driveable: Yes

Inspection Type: Drive In
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081

Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 5*

Remarks

*** Original Estimate ***
WAS UNABLE TO OPEN DOOR AT TIME OF ESTIMATE . EXTRA TIME TO GAINE ACCESS TO GET DOOR OPEN & PARTS INSIDE DOOR WILL BE ADD ONCE WE START REPAIRS.
RENTAL VEHICLE WILL BE NEEDED AT TIME OF REPAIRS*

Vehicle

OEM Part Price Quote ID: 27618492

2012 Chevrolet Traverse 1LT 4 DR Wagon
6cyl Gasoline 3.6
6-Speed Automatic

Lic.Plate: 284-YPK
Lic Expire:
Prod Date: 09/2011
Veh Insp# :
Condition:
Ext. Color: CARBON FLASH MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 501Q,58

Lic State: WI
VIN: 1GNKVGED9CJ163329
Mileage: 128,712
Mileage Type: Actual
Code: U6764B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

2nd Row Head Airbags	3rd Row Head Airbags	4-Wheel Drive

8 Passenger Seating	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Bodyside Cladding	Bucket Seats	Center Console
Cruise Control	Daytime Running Lights	Dual Air Conditioning
Dual Airbags	Emergency S.O.S. System	Floor Mats
Halogen Headlights	Head Airbags	Heated Power Mirrors
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mud/Splash Guards	Power Brakes	Power Door Locks
Power Drivers Seat	Power Steering	Power Windows
Pwr Driver Lumbar Supp	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Reclining Seats	Reverse Sensing System
Roof/Luggage Rack	Side Airbags	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	I	131		Mldg,Rear Door Side L/R	Sublet Repair	$5.00*			0.3*	SM
				>> >>Clean & Retape						
2	RI	131		Mldg,Rear Door Side L/R	R & I Assembly				0.1	SM
Rear Doors										
3	I	289		Pnl,Rear Door Outer LT	Repair				5.0*	SM
4	L	289		Pnl,Rear Door Outer LT	Refinish				2.5	RF
					2.1 Surface					
					0.4 Two-stage					
5	RI	307		Mldg,Rear Door Belt L/R	R & I Assembly				0.2	SM
6	E	329		Cover,Rr Door Handle LT	15895670 GM Part	$44.73			0.1	SM
7	RI	309		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
8	E	261		Supt,Rr Door Handle LT	20910589 GM Part	$45.30			0.3	SM
9	E	399		Handle,Rr Door Outer LT	22867272 GM Part	$67.08			0.2	SM
Quarter And Rocker Panel										
10	L	256	10	Panel,Bodyside Otr Upr LT	Refinish				0.3*	RF
					0.3 Two-stage					
				>> >>Clear Coat						
11	BR	38	13	Panel,Quarter LT	Blend Refinish				2.3	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.6 Two-stage					
12	SB	21		Glass,Quarter Shaded LT	Sublet Repair	$118.00*				SM
				>> >>R&I Glass & Seal Kit						
Rear Bumper										
13	N	594		Rear Bumper Cover R&I	Additional Labor				1.9	SM
Rear Body, Lamps And Floor Pan										
14	RI	1166		Cover,Taillamp Access LT	R & I Assembly					SM
15	RI	533		Taillamp Assembly LT	R & I Assembly				0.3	SM
Manual Entries										
16	L	M14		Corrosion Protection	Refinish				0.2*	RF
17	EC			Cover car exterior	Replace Economy	$5.00*			0.2*	SM

18	N	De-Nib and polish	Additional Labor			0.5*	SM*
19	N	Hazad, waste	Additional Labor	$5.00*			SM
20	L	Feather,Prime,Block	Refinish			0.5*	RF*
21	EC	Cavity Wax	Replace Economy	$10.00*		0.2*	SM*
22	P	Rental Needed	Check				SM*
		>> >>Vehicle Rental needed at time of repairs.					
23	P	Open Item's	Check				SM*
		>> >>Inner door Parts & Gaining Access to Get Door Open.					
		>> {Open Till Time Of Repairs}					

23 Items

MC	Message
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$157.11	
Other Parts		$20.00	
Paint & Materials	5.8 Hours @ $38.00	$220.40	
Parts & Material Total			$397.51
Tax on Parts & Material	@ 5.500%		$21.86

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	1.6	7.7	9.3	$539.40
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	5.8		5.8	$336.40

Labor Total		15.1 Hours		$875.80
Tax on Labor	@ 5.500%		$48.17	
Sublet Repairs			$123.00	
Tax on Sublet	@ 5.500%		$6.77	
Gross Total				**$1,473.11**
Net Total				**$1,473.11**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
OEM Part Prices DT 01/23/2018 05:56 AM EstimateID 385036188773302272 QuoteID 27618492
Rate Name Default

Audatex Estimating 8.0.134 ES 01/23/2018 06:15 AM REL 8.0.134 DT 01/01/2018 DB 01/15/2018
© 2018 Audatex North America, Inc.

1.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

Audatex a Solera company

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Solera

ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

***** PRELIMINARY ESTIMATE *****

01/22/2018 02:34 PM

Owner

Owner: ANTHONY WELSCH
Address:
Email: native384@gmail.com
Work/Day: (920)912-7477

Inspection

Inspection Date: 01/22/2018 02:38 PM
Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com
Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:
Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Traverse 1LT 4 DR Wagon
6cyl Gasoline 3.6
6-Speed Automatic

Lic.Plate: 284-YPK
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: CHARCOAL MET
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 1GNKVGED9CJ163329
Mileage: 128,719
Mileage Type: Actual
Code: U6764B
Int. Color:
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags	3rd Row Head Airbags	4-Wheel Drive
8 Passenger Seating	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Bodyside Cladding	Bucket Seats	Center Console
Cruise Control	Daytime Running Lights	Dual Air Conditioning
Dual Airbags	Emergency S.O.S. System	Floor Mats
Halogen Headlights	Head Airbags	Heated Power Mirrors
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mud/Splash Guards	Power Brakes	Power Door Locks
Power Drivers Seat	Power Steering	Power Windows
Pwr Driver Lumbar Supp	Rear Spoiler	Rear Window Defroster
Rear Window Wiper/Washer	Reclining Seats	Reverse Sensing System
Roof/Luggage Rack	Side Airbags	Split Folding Rear Seat

Sheet Metal (SM)	$58.00	5.0	3.0	8.0	$464.00
Mech/Elec (ME)	$78.00				
Frame (FR)	$68.00				
Refinish (RF)	$58.00	6.0		6.0	$348.00

Labor Total		14.0 Hours	$812.00
Tax on Labor	@ 5.500%	$44.66	
Sublet Repairs		$3.00	
Tax on Sublet	@ 5.500%	$0.17	
Gross Total			**$1,197.51**
Net Total			**$1,197.51**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
OEM Part Prices DT 01/22/2018 02:34 PM EstimateID 384804201953288192 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.414 ES 01/22/2018 02:48 PM REL 8.0.414 DT 01/01/2018 DB 01/15/2018
© 2018 Audatex North America, Inc.

1.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
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UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
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Audatex a Solera company

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Solera

Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	107		Mldg,Rocker Panel LT	R & I Assembly				0.5	SM
2	RI	359		Mldg,Rear Door Lower L/F	R & I Assembly				0.3	SM
Rear Doors										
3	I	287		Door Shell,Rear LT	Repair				3.0*	SM
4	L	287		Door Shell,Rear LT	Refinish				2.5	RF
					2.1 Surface					
					0.4 Two-stage					
5	E	399		Handle,Rr Door Outer LT	22867272 GM Part	$67.08			0.3	SM
				>> OPEN FOR INNER DAMAGE						
Quarter And Rocker Panel										
6	BR	256		Panel,Bodyside Otr Upr LT	Blend Refinish				1.0	RF
					0.7 Blend					
					0.3 Two-stage					
7	BR	38	13	Panel,Quarter LT	Blend Refinish				2.3	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.6 Two-stage					
8	RI	21		Qtr Glass R & I LT	R & I Assembly				1.7	SM
9	EC	411		Sealant Kit,Qtr Glass LT	Replace Economy	$25.00*			0.0*	SM
Rear Bumper										
10	RI	570		Extn,Rr Bumper Outer LT	R & I Assembly				1.9	SM
Rear Body, Lamps And Floor Pan										
11	RI	533		Taillamp Assembly LT	R & I Assembly				0.3	SM
Manual Entries										
12	SB			HAZARD. WSTE. REM.	Sublet Repair	$3.00*				SM
13	L			CORROSION PROTECTION	Refinish				0.2*	RF
14	E			CAR RENTAL NOTICE	Replace OEM	$0.00*				SM*
				>> CUSTOMER WILL NEED A RENTAL CAR FOR 3-4 DAYS						

14 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$67.08	
Other Parts		$25.00	
Paint & Materials	6.0 Hours @ $38.00	$228.00	
Parts & Material Total			$320.08
Tax on Parts & Material	@ 5.500%		$17.60

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 314-17-18 by City Clerk submitting a Notice of Injury from Gendlin, Liverman & Rymer, S.C. on behalf of their client, Willard Jepsen, for alleged injuries due to a fall at 1431 North 4th Street; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel 2018-2019

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.5

R. O. No. 314 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a Notice of Injury from Gendlin, Liverman & Rymer, S.C. on behalf of their client, Willard Jepsen, for alleged injuries due to a fall at 1431 North 4th Street.

Finance + Personnel
Finance + personnel
of new Council.

CITY CLERK

38-17

MAR 7'18 AM11:21

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY
ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* ** MICHAEL J. RYAN
*† LINCOLN K. MURPHY
* DANIEL E. MEYLINK

* Licensed in Wisconsin
** Licensed in Illinois
# Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

March 5, 2018

Meredith DeBruin, City Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Willard Jepsen
Date/Injury: 01/20/18

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Daniel E. Meylink
Daniel E. Meylink

DEM/km

NOTICE OF INJURY

TO: Meredith DeBruin, City Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

David Biebel
Director of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Willard Jepsen, an adult, residing at 327 Superior Ave, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Willard Jepsen, an adult resident of the City of Sheboygan, residing at 327 Superior Ave., Sheboygan, WI 53087, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53227.

2. That Willard Jepsen sustained serious personal injuries at approximately 1:16 p.m. on January 20, 2018 at 1431 N. 4th Street, in the City and County of Sheboygan, when he slipped and fell on an unsalted icy sidewalk that is the responsibility of the City of Sheboygan and the Department of Public Works.

3. That a proximate cause of said injuries was the negligence of City of Sheboygan, and the Department of Public Works, causing serious injuries.

4. That as a result of the aforestated incident, Willard Jepsen sustained serious personal injuries, pain, suffering and disability and incurred medical expenses and loss of earnings.

5. That the undersigned is one of the attorneys for Willard Jepsen, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 1st day of March, 2018.

GENDLIN LIVERMAN, & RYMER, S.C.

BY: _____
Daniel E. Meylink

P.O. ADDRESS

Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227

(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Milwaukee
Subscribed and sworn to before me this
This 1st day of March, 2018

_____
Notary Public
My commission is permanent or expires on 2/19/22.
(Seal if any below)

TAMMY OLEN
Notary Public
State of Wisconsin

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# *JOHN D. GEORGIN
* ** MICHAEL J. RYAN
*† LINCOLN K. MURPHY
* DANIEL E. MEYLINK

* Licensed in Wisconsin
** Licensed in Illinois
# Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

March 5, 2018

David Biebel
Director of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Willard Jepsen
Date/Injury: 01/20/18

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Daniel E. Meylink
Daniel E. Meylink

DEM/km

NOTICE OF INJURY

TO: Meredith DeBruin, City Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

David Biebel
Director of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Willard Jepsen, an adult, residing at 327 Superior Ave, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

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3. That a proximate cause of said injuries was the negligence of City of Sheboygan, and the Department of Public Works, causing serious injuries.

4. That as a result of the aforestated incident, Willard Jepsen sustained serious personal injuries, pain, suffering and disability and incurred medical expenses and loss of earnings.

5. That the undersigned is one of the attorneys for Willard Jepsen, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 1st day of March, 2018.

GENDLIN LIVERMAN, & RYMER, S.C.

BY: _____
Daniel E. Meylink

P.O. ADDRESS

Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227

(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Milwaukee
Subscribed and sworn to before me this
This 1st day of March, 2018

_____
Notary Public
My commission is permanent or expires on 2/19/22.
(Seal if any below)

TAMMY OLEN
Notary Public
State of Wisconsin

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. O. No. 316-17-18 by City Clerk submitting a claim from Eugene F. Aschenbach for alleged damages to his basement due to a sewer back-up; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019

_____	_____
_____	_____
_____	_____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.7

R. O. No. 316 - 17 - 18. By CITY CLERK. March 19, 2018.

Submitting a claim from Eugene F. Aschenbach for alleged damages to his basement due to a sewer back-up.

Finance
Personnel
Finance + personnel
2 nw council

CITY CLERK

DATE RECEIVED 03-05-18 RECEIVED BY JW

CLAIM NO. 37-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 5'18 PM 2:36

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: EUGENE F. ASCHENBACH
2. Home address of Claimant: 1404 N. 27TH STREET
3. Home phone number: (920) 452-4826
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Saturday, Feb. 3rd - 1:45pm
6. Where did damage or injury occur? (give full description) Basement
7. How did damage or injury occur? (give full description) Sewer back up caused by city when trying to flush pipes
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: DPW (no employee name)

   (b) Claimant's statement of the basis of such liability: Work being completed on city sewer system. Work not completed properly causing damage to my property.
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").

furnace & water heater destroyed. Personal property needing to be disposed of. Cleanup of sewage sludge. Replacement of tile flooring & painting of walls

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

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

Auto:	$_____
Property:	$ 10,000
Personal injury:	$_____
Other: (Specify below	$_____
TOTAL	$_____

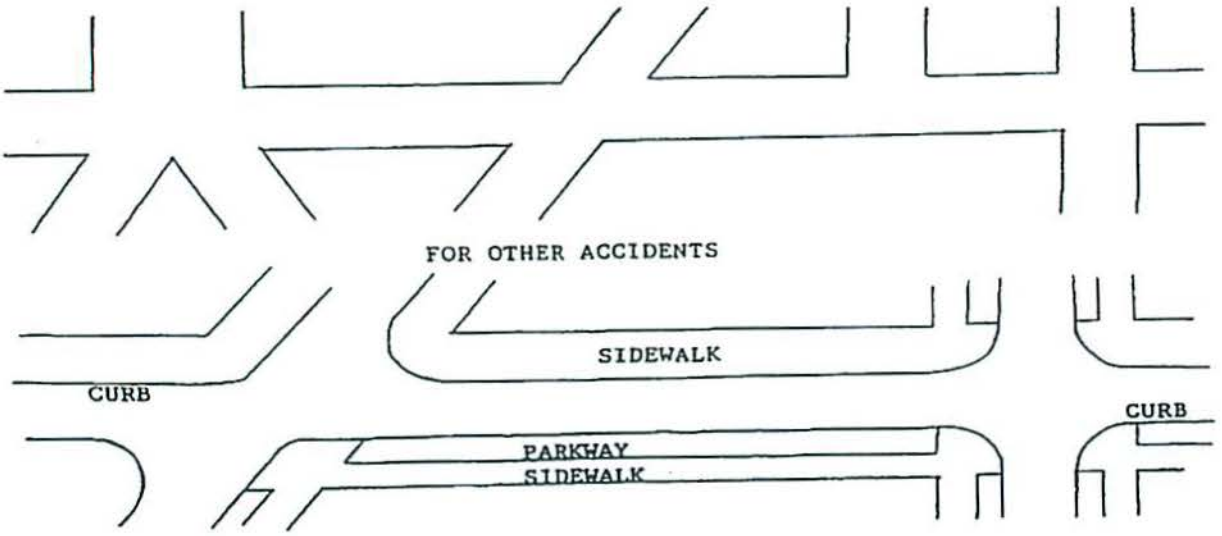
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED 03-05-18 RECEIVED BY JW

CLAIM NO. 37-17

CLAIM

Claimant's Name: EUGENE F. ASCHENBACH

Claimant's Address: 1404 N. 27TH STREET SHEBOYGAN, WI.

Claimant's Phone No. (920) 452-4826

Auto	$
Property	$ 10,000
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 10,000

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 $ 10,000.

SIGNED Eugene F. Aschenbach DATE: 02/04/2018

ADDRESS: 1404 N. 27TH STREET SHEBOYGAN, WI 53081

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

ServiceMaster of Washington County

5860 St. Lawrence Ln.
Hartford, WI 53027
P - 262-644-5374
414-962-9910
F - 262-644-5374
smcleans@smwashmilw.com
Fed Tax ID: 391539034

Insured:	Aschenbach, Eugene	Home:	(920) 452-4826
Property:	1404 n 27th st Sheboygan, WI 53081		
Home:	1404 n 27th st Sheboygan, WI 53081		
Claim Rep.:	Matt Schliewe	Business:	(262) 644-5374
Business:	5860 St. Lawrence Ln Hartford, WI 53027		
Estimator:	Matt Schliewe	Business:	(262) 644-5374
Business:	5860 St. Lawrence Ln Hartford, WI 53027		

Claim Number: 00835092242 **Policy Number:** **Type of Loss:** Sewer Back Up/Sump Pump Overflow

Date Contacted:	2/3/2018 1:18 PM		
Date of Loss:	2/3/2018 1:00 AM	Date Received:	2/3/2018 12:42 PM
Date Inspected:	2/3/2018 3:52 PM	Date Entered:	2/7/2018 2:49 PM
Date Est. Completed:	2/28/2018 9:27 AM		

Price List:	WIAP8X_FEB18 Restoration/Service/Remodel
Estimate:	ASCHENBACH_EUGENE

Mitigation Bill

ServiceMaster of Washington County

5860 St. Lawrence Ln.
Hartford, WI 53027
P - 262-644-5374
414-962-9910
F - 262-644-5374
smcleans@smwashmilw.com
Fed Tax ID: 391539034

ASCHENBACH_EUGENE

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Equipment setup, take down, and monitoring (hourly charge)	6.00 HR @	45.06 =	270.36
12 Yard Dumpster	1.00 EA @	440.00 =	440.00

Basement **Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Plumbers bill to suck out the sludge	1.00 EA @	992.00 =	992.00
Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA @	114.72 =	344.16
Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA @	73.13 =	219.39
Air mover (per 24 hour period) - No monitoring	24.00 EA @	25.36 =	608.64
Water extraction from hard surface floor - Cat 3 water	1,030.92 SF @	0.69 =	711.33
Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	1,030.92 SF @	1.81 =	1,865.97
Clean the floor	1,030.92 SF @	0.25 =	257.73
Apply anti-microbial agent to the floor	1,030.92 SF @	0.22 =	226.80
Contents - move out then reset - Extra large room	1.00 EA @	154.49 =	154.49

Grand Total Areas:

1,393.65	SF Walls	1,066.17	SF Ceiling	2,459.82	SF Walls and Ceiling
1,095.79	SF Floor	121.75	SY Flooring	165.74	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	160.67	LF Ceil. Perimeter
1,095.79	Floor Area	1,121.39	Total Area	1,097.33	Interior Wall Area
1,258.50	Exterior Wall Area	139.83	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

ServiceMaster of Washington County

5860 St. Lawrence Ln.
Hartford, WI 53027
P - 262-644-5374
414-962-9910
F - 262-644-5374
smcleans@smwashmilw.com
Fed Tax ID: 391539034

Summary for Dwelling

Line Item Total	6,090.87
Material Sales Tax	3.97
Services Mat'l Tax	2.27
Subtotal	6,097.11
Service Sales Tax	199.81
Replacement Cost Value	**$6,296.92**
Net Claim	**$6,296.92**

Matt Schliewe

Professional HEATING & COOLING Services
3907 Hwy 42 North
Sheboygan, WI 53083

PHONE 458-6260
FAX 458-0222
EMAIL info@proheatcool.com
WEB proheatcool.com

Invoice

DATE	Invoice #
2/16/2018	52687

BILL TO

Eugene & Sharon Aschenbach
1404 N 27th St.
Sheboygan, WI 53083

SERVICE ADDRESS

Thank You Sheboygan County for Voting us
BEST Heating & Air Conditioning Contractor
10-Years in a row

TERMS: On Receipt

Qty	Description	Rate	Amount
1	LABOR	570.00	570.00
1	REPLACE ECM Blower Motor, 24 volt transformer, and Control Board	1,512.47	1,512.47
	WI Tax	5.50%	0.00

PAID

Balance: $2,082.47

HOMEOWNER WARRANTY: As of 1/1/2009 you're Furnace, Air Conditioner, Coil and/or Heat Pump Manufacture supplies a 5-year limited parts warranty. You may entend your warranty with an additional 5-year limited parts warranty if you register your equipment online within 60-days of your install date. This offer does not apply to rental properties. Please read your homeowners manual for complete instructions and make a copy for your records. Failure to maintain your equipment per manufacturer requirements will void warranty.

IF PAYING BY CREDIT CARD, FILL OUT BELOW:

CARD NUMBER _____/_____/_____/_____	AMOUNT PAID: $_____	PLEASE (X) ONE: VISA____ MASTERCARD ____ DISCOVERCARD ____
AUTHORIZED SIGNATURE: _____	EXPIRATION DATE: _____/_____	
3-Digit Customer Code on Back of Card: ____ ____ ____	CHECK # AMT. ENCLOSED: $_____	

"LIKE" us on FACEBOOK!

Sonntag Plumbing, Inc

2015 N. 18th Street
Sheboygan, WI 53081
Telephone 920-457-9571
Fax 920-457-9581

Invoice

Date	Invoice #
2/23/2018	16918

Bill To
Eugene Aschenbach 1404 N 27th St. Sheboygan, WI 53081

P.O. No.	Terms	Project	
	Net 30		DT TT

Description	Qty	Rate	Amount
02-05-18 Installed new water heater.			
W.H. RG240S6N SA40765389	1	585.44	585.44
3" Vent Pipe	1.5	3.02	4.53
3/4" C. F. Adptr.	2	4.64	9.28
3/4" C. Coup.	2	1.515	3.03
3/4" C. Pipe	1	3.02	3.02
1/2" x 2 1/2" Blk Nipple	1	1.08	1.08
1/2" Blk Coup.	1	0.96	0.96
Plumber Services	2.25	92.00	207.00

Subtotal	$814.34
Sales Tax (5.5%)	$0.00
Total	$814.34
Payments/Credits	$0.00
Balance Due	$814.34

1.5% per month finance charge on accounts over 30 days. Annual percentage rate 18%.

EUGENE F. ASCHENBACH
SHARON K. ASCHENBACH
1404 N. 27TH ST.
SHEBOYGAN, WI 53081-3123

12-2/750

5829

Date Mar. 2, 2018

PAY TO THE ORDER OF Sonntag Plumbing $ 814.34

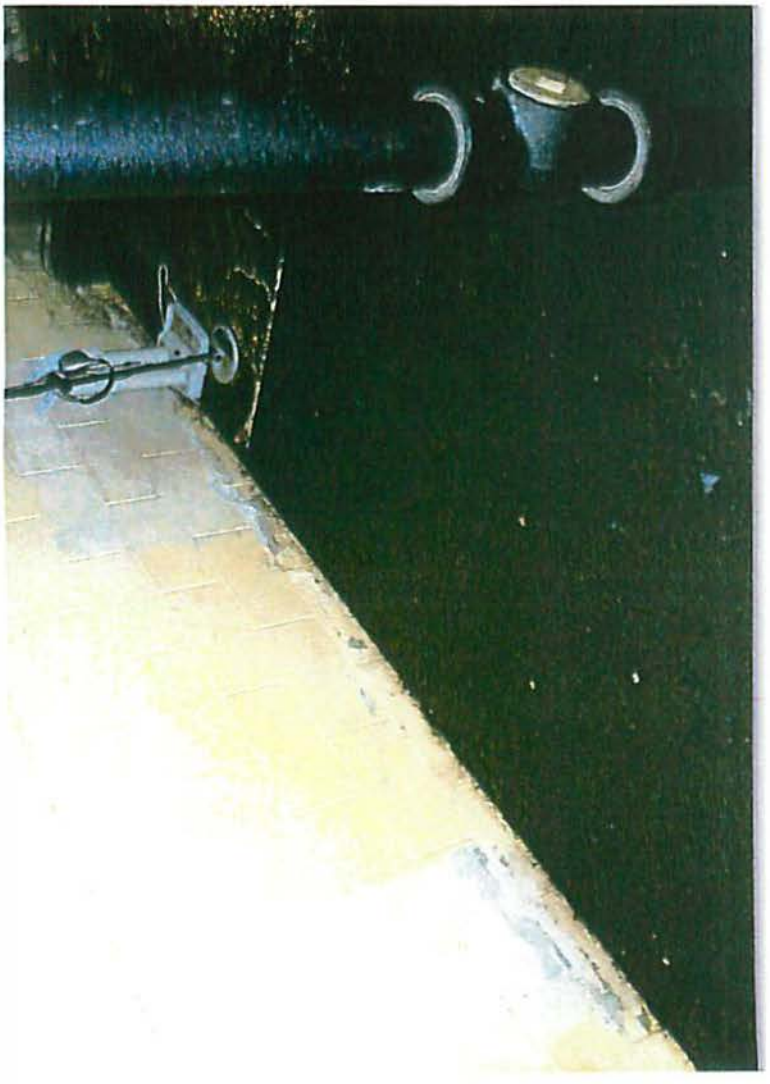
Eight Hundred Fourteen and 34/100s Dollars

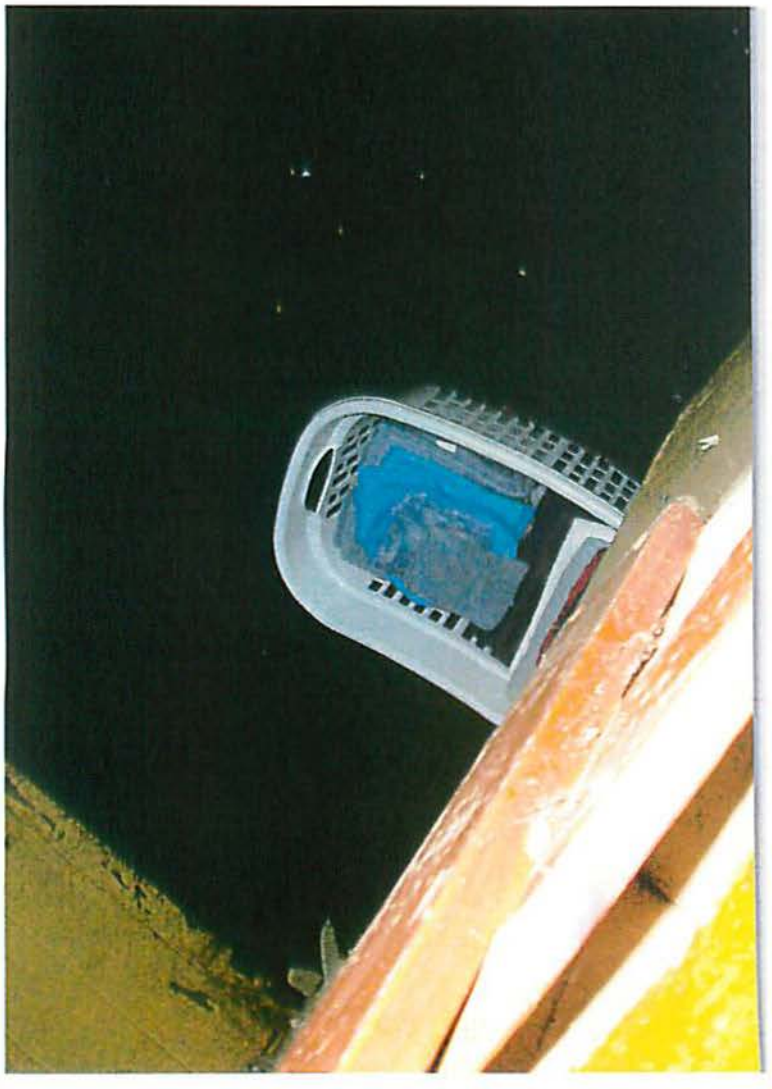
US bank.

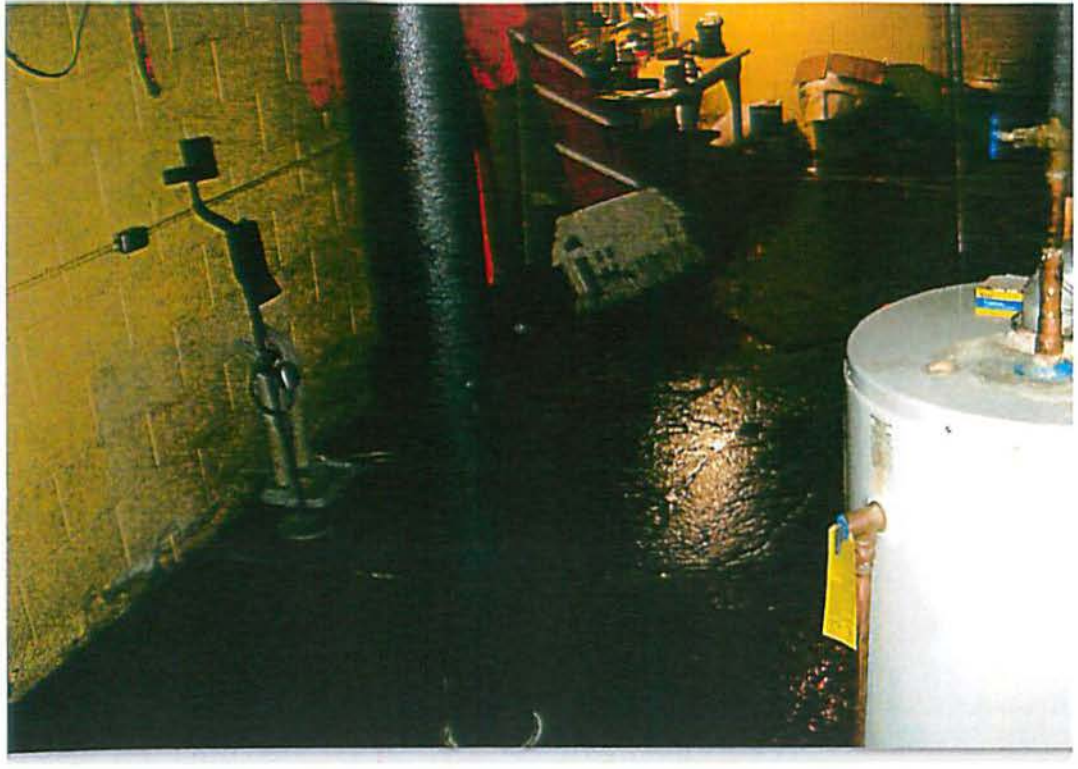
Memo

Eugene F. Aschenbach

⑈075000022⑈ 528132810⑈0582 9







X

Gen. Ord. No. ____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

AN ORDINANCE placing a stop sign at the southwest corner of N. 25th Street and Pennsylvania Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound traffic on Pennsylvania Avenue to stop at the intersection of North 25th Street and Pennsylvania Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs 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.

Suspend
Pass

_____

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. ____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

AN ORDINANCE creating a no parking zone from 2:00 A.M. to 6:00 A.M. on the east and west sides of North 9th Street north of Pershing 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 North 9th Street from the north curb line of Pershing Avenue to 525 feet north of the north curb line of Pershing Avenue are hereby added to the list of locations where no parking is permitted from 2:00 A.M. to 6:00 A.M.

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.

Public Works

_____

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. ____ - 17 - 18. By Alderperson Nelson. April 4, 2018.

AN ORDINANCE placing a stop sign at the northeast corner of Settlement Trail and Broadway Avenue.

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," a stop sign shall be added requiring westbound traffic on Broadway Avenue to stop at the intersection of Settlement Trail and Broadway 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.

Public Works

_____

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. _____ - 17 - 18. By Alderperson Wolf. April 4, 2018.

AN ORDINANCE placing stop signs at the northeast and southwest corners of North 6th Street and Highland Terrace.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring westbound and eastbound traffic on Highland Terrace to stop at the intersection of North 6th Street and Highland Terrace.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs 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.

Public Works

_____

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

III

Others Matters

Res. No. 171 - 17 - 18. By Alderpersons Donohue and Bohren. April 4, 2018.

A RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION PROMISSORY NOTES AND BOND ANTICIPATION NOTES FOR 2018 CAPITAL PROJECTS.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $25 million dollars for public purposes, including capital improvement projects in the amount of $5,250,863; city hall renovations in the amount of $5,000,000; TID 14 projects in the amount of $765,000; TID 16 projects in the amount of $171,400; TID 18 projects in the amount of $1,050,000; and the bids for TID 18 infrastructure projects resulting in additional borrowing of $12,700,000; and

WHEREAS, the Common Council of the City hereby finds and determines that the Projects are within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the Common Council of the City hereby finds and determines that general obligation promissory notes in an amount of approximately $11.2 million and bond anticipation notes in an amount of approximately $13.8 million should be issued pursuant to Section 67.12 (12), Wisconsin Statutes, for the purpose of paying the cost of the projects.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue general obligation promissory notes designated "General Obligation Promissory Notes, Series 2018A" (the "Notes") in an amount of approximately $11.2 million for the purpose of paying the cost of the 2018 Capital Improvement Projects; City Hall renovations; TID 14, and TID 16 projects;

Finance + Personnel

Section 2. Issuance of the Bonds. The City shall issue bond anticipation notes designated "Bond Anticipation Notes, Series 2018B" (the "Bonds") in an amount of approximately $13.8 million for the purpose of paying the cost of the TID 18 projects.

Section 3. Sale of the Notes and Bonds. The Common Council hereby authorizes and directs that the Notes and Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes and Bonds as may have been received and take action hereon.

BE IT FURTHER RESOLVED, the Common Council approves the issuance of the Notes and Bonds and directs the Finance Director to proceed with the sale and acceptance.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

Res. No. 172 - 17 - 18. By Alderperson Wolf. April 4, 2018.

A RESOLUTION declaring the official intent to reimburse expenditures from proceeds of borrowing.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the Municipality) plans to undertake the replacement of a medium voltage electrical switch gear at the Wastewater Treatment Plant;

WHEREAS, the Municipality expects to finance the Project on a long-term basis by issuing tax exempt bonds or promissory notes (the "Bonds");

WHEREAS, because the Bonds will not be issued prior to April 16, 2018, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the Municipality, that:

Section 1. Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed $3,100,000 for the replacement of a medium voltage electrical switch gear at the Wastewater Treatment Plant.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Public Works

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Hall office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This resolution shall be effective upon its adoption and approval.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

Res. No. 173 - 17 - 18. By Alderpersons Donohue and Wolf. April 4, 2018.

A RESOLUTION to authorize the demolition of the Sheboygan Armory, a provision to return the site in its entirety to green space, and allowance for further development opportunities that may present in the future.

WHEREAS; The Sheboygan Armory in its present state is not suitable for commercial or other public use and;

WHEREAS; The City has made extended efforts to find a suitable, commercially viable project that is suitable for development of the property given its location in the center of the City's lakefront and;

WHEREAS; And as a result, two proposals have come before the Common Council, namely the Sheboygan Armory Project to refurbish and operate the Sheboygan Armory, and an apartment complex proposal by Scott Crawford LLC that requires the demolition of the Sheboygan Armory and;

WHEREAS; each proposal presents benefits to the community and;

WHEREAS; each proposal also raises significant concerns regarding the economic viability of its specific proposal and;

WHEREAS; if the Armory building is razed, as previously authorized by actions of the Common Council, and restored to a neutral green space, the City will be in a position to consider further proposals for development of the site.

Finance + Personnel

RESOLVED: That the Sheboygan Armory be razed as previously authorized by the Common Council, and restored to green space.

AND BE IT FURTHER RESOLVED: That the City is authorized to consider other proposals for development of the site as may be presented in the future.

_____

_____

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

Dated _____ 20___. _____, City Clerk

Approved _____ 20___. _____, Mayor

III

Other Matters

Res. No. 174 - 17 - 18. By Alderpersons Donohue and Bohren. April 4, 2018.

A RESOLUTION approving the terms and conditions of the Contract for Sale of Land for Private Development between the City of Sheboygan and Scott Crawford, Inc. for a project on the Armory site which will be a mixed use building comprised of retail/commercial space and market rate and affordable residential apartments.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Contract for Sale of Land for Private Development between the City of Sheboygan and Scott Crawford, Inc., in form substantially similar to the document attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance + Personnel

_____

_____

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
and
SCOTT CRAWFORD, INC

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this _____ day of _____, 2018, 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 Scott Crawford, Inc., a Wisconsin incorporated business (hereinafter called "Developer"), having an office for the transaction of business at 4201 N. 27th St, Suite 7227, Milwaukee, WI 53216

RECITALS

The City is in the process of establishing a Tax Incremental District ("TID #19"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #19 includes development incentive payments as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

The City has offered to sell and the Developer is willing to purchase certain real property ("the Property") described in Exhibit "A," which exhibit is attached and made a part of this agreement) and to develop the Property by constructing a building ("the Project") estimated to cost twenty-three million, seven hundred forty thousand, two hundred one dollars ($23,740,201.00). The project will be a mixed use building comprised of retail/commercial space and market rate and affordable residential apartments.

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 of the health, safety and welfare of its residents.

AGREEMENT

NOW, THEREFORE, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the City's lakefront.

ARTICLE I.
OVERVIEW OF THE PROJECT

Section 101. The project consists of a mixed use building comprised of retail/commercial space and market rate and affordable residential apartments. The project will also include up to 12 townhomes and up to 5,000 square feet of first floor retail/office space.

ARTICLE II.
DEFINTIONS

Section 201. All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be form time to time modified, amended, or supplemented.

"Developer" means Scott Crawford, Inc. and its permitted successors and assigns.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer.

"Tax Increment Revenue" means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated by the property upon which the Project is situated.

"TID Project Plan" means the Project Plan for the TID #19 of the City of Sheboygan, Wisconsin.

ARTICLE III.
SALE; PURCHASE PRICE; CONSTRUCTION SCHEDULE

Section 301. 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 One Hundred Thousand and 00/100 ($100,000) dollars, hereinafter called "Purchase Price," to be paid in cash, by certified check, or via wire transfer, simultaneously with the delivery of the Deed (as defined below) conveying the Property to the Developer (the "Sale").

Section 302. It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	August 31, 2018
Creation of TID	September 30, 2018
Issuance of Building Permits	October 31, 2018
Start Construction	October 31, 2018
Substantial Completion	October 31, 2019

It is anticipated that the Property will be sold and conveyed as of October 1, 2018.

ARTICLE IV.
CONVEYANCE OF PROPERTY

Section 401. ***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 all conditions, covenants and restrictions set forth or referred to 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 404 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) through (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 disclosed in the title insurance commitment 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 Sale.

Section 402. ***Time and Place for Delivery of Deed.*** The closing of the Sale and conveyance of the Deed referred to herein shall occur on October 1, 2018 (the "Closing Date"), 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.

Section 403. ***Recording of Deed.*** The Developer shall promptly file the Deed for recording among the land records of Sheboygan County. The Developer shall pay all costs for so recording the Deed.

Section 404. ***Conditions Precedent to Developer's Obligations.*** The Developer's obligation to conclude the Sale contemplated herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions on or prior to ten (10) days before the Closing Date:

(a) Title. The City shall deliver to Developer, within thirty (30) days after execution of this Agreement, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Commitment") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Commitment shall be paid by the City).

Within twenty (20) days after Developer's receipt of the 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 Commitment 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 Closing Date.

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:

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) take title to the Property "as-is."

(b) Survey. Developer may arrange for a survey of the property subject to this agreement (the "Survey") to be made by a surveyor licensed in the State of Wisconsin.

Within thirty-five (35) days after execution of this Agreement and Developer's review of the Survey, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Survey; in the absence of such notification, the Survey shall be deemed accepted by Developer. In the event Developer disapproves of any matter pertaining to the Survey, 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 the Survey shall be extended for a commensurate period.

If such Survey continues to show 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

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) accept the Property "as-is" despite the existence of such condition on the Survey.

Section 405. ***Obligations of Developer.*** The Developer understands and agrees that the following are obligations and duties of the Developer prior to transfer of the property, and are not in any way conditions precedent to Developer's duties under this Agreement. Failure to fulfill said obligations are grounds for termination of this Agreement by the City:

(a) Financing. Developer shall obtain a written loan commitment from a lending institution of Developer's choice in an amount sufficient for the construction of the Project and any and all improvements related thereto. Additionally, 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.

(b) Environmental. Developer shall accept the property subject to this agreement "as-is," regardless of the potential presence of hazardous materials, conditions, or substance, or the existence of such recognized environmental condition or other environmental condition. Upon request by the Developer, the City agrees to deliver to Developer, within fifteen (15) days after receipt of a written request, 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.

(c) Governmental Permits, Licenses and Approvals. Developer is responsible for obtaining, prior to Closing Date, 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 use its best efforts and cooperate with Developer in the application for any such permits, licenses and approvals.

(d) Utility Connections. Developer shall be solely responsible for any and all costs and expenses related to bringing sewer and water laterals 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.

(e) Soil and Topographic Conditions. Developer shall obtain, at Developer's sole expense, on or prior to the Closing Date, the following:

(1) 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

(2) Soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer

Developer may also, at Developer's sole expense, obtain reports, documentation, or otherwise relating to the soil and topographic conditions of the Property.

If the above written confirmations or reports show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer in its sole discretion, no later than thirty (30) days before the Closing Date, may

(1) Terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) Accept the Property "as-is" despite the existence of such condition(s).

ARTICLE V.
TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

Section 501. The construction of the Project shall be commenced pursuant to the schedule in Article III, but in any event within three (3) months after the Closing Date of the Sale and, except as otherwise provided in this Agreement, shall be substantially completed within twelve (12) months after commencement of construction.

ARTICLE VI.
SPECIAL PROVISIONS

Section 601. ***Minimum Investment.*** Developer shall utilize the Property by constructing the Project and all related improvements, at a minimum investment of Twenty Three Million, Seven Hundred Forty Thousand, Two Hundred One and 00/100 Dollars $23,740,201.00) ("Minimum Investment"). Minimum Investment includes all hard costs for construction of all buildings and other improvements on the Property and leasehold improvements, excluding all soft costs, 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. Hard costs includes costs incurred for the following: demolition; sitework; remediation; utilities serving the new project (including relocation of existing utilities); all labor and materials required for new construction including contractor general conditions and customary allowance for contingency; offsite improvements required to service the new project; stormwater facilities (both offsite and onsite); geotechnical and other testing; construction completion and payment and performance bonds. Such costs include 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. Developer shall provide evidence reasonably satisfactory to the City at least 90 days prior to the date of the first incentive payment in 2021 that Developer has expended not less than $23,740,201 in hard costs.

Section 602. ***Development Incentives.*** Provided that the conditions set forth in Section 405 above, in this Article, and in Article VII below are met, the city agrees to provide to the Developer each year for a maximum period of ten (10) years, an annual incentive payment based on financial performance of the Development Project, in a total principal sum over the ten years not to exceed $1,751,126 (the "Incentive Principal Amount") as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows: Each year for a maximum period of ten (10) years, commencing in 2021 and ending in 2030, the City will pay the Developer a development performance incentive payment in an amount equal to one half of the Tax Increment Revenue received by the City with respect to the real property upon which the Project is situated in that year, but in no event shall the total aggregate sum of the annual development performance incentive payments to the Developer exceed $1,751,126. The terminology "real Property upon which the Project is situated" is used in this Section to make it clear that personal property shall not be included in determining Tax Increment Revenue. The City shall make the payment due to the developer, if any, under this Section no later than September 30 of each year, commencing in 2021. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full.

ARTICLE VII.
TID CONTINGENCY

Section 701. Developer's and the City's obligations hereunder are contingent upon the City creating and obtaining Joint Review Board approval of a Tax Incremental District encompassing, at a minimum, the Property, as contemplated herein, on or before September 30, 2018, and having the base year certified by the Wisconsin Department of Revenue as 2018.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

ARTICLE VIII.
PREPARATION OF PROPERTY FOR DEVELOPMENT

Section 801. City Responsibilities. The City shall, without expense to the 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.

Section 802. Developer's Responsibilities. The Developer shall, without expense to the City:

(a) 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.

(b) Conduct Studies. Prior to the Closing Date of the Sale 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 IX.
RIGHTS OF ACCESS TO PROPERTY

Section 901. 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 any public utilities located within the Property boundary lines.

Section 902. 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, 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.

Section 903. Access to Property. Prior to the Sale 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 Sale of the Property by the City to the Developer, upon advance written request, 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 X.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

Section 1001. 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, but no sooner than sixty (60) days 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, in its reasonable discretion, 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.

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide development incentive payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

Section 1002. Changes in Construction Plans. 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.

Section 1003. 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 204(b)(2) hereof, are conditions precedent to the obligations of the Developer to purchase the Property and the City to convey the Property to the Developer pursuant to the Sale.

Section 1004. Progress Reports. Subsequent to the Sale of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make monthly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

ARTICLE XI.
RESTRICTIONS UPON USE OF PROPERTY

Section 1101. 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-seven (27) 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.

Section 1102. 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 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.

Section 1103. 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 governmental 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 in Section 801. 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 XII.
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 1201. Representations as to Development. The Developer represents and agrees that its purchase of the property upon which the Project is situated, 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.

Section 1202. 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 in the form of a final Occupancy Certificate for the Project ("Occupancy Certificate"), 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 ten percent (10%) 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; and

(c) nor shall there be or be suffered to be by the Developer, or by any owner of ten percent (10%) 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.

Section 1203. 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 by way of security for, and only for,

(1) 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

(1) 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.

(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 this section and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and the Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this section or 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.

For purposes of clarity, notwithstanding anything contained in this Agreement to the contrary, upon the issuance of a certificate of completion for the Project, the Developer may transfer, assign, sell, or convey the Property or any portion thereof to any person without the consent of the City. It being understood that all restrictions on transfer in this Article shall terminate upon completion of the Project

Section 1204. Information as to Members. In order to assist in the effectuation of the purposes of this Article, 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 of greater than ten percent (10%) 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 ten percent (10%) 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 to 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 Closing Date.

ARTICLE XIII.
REMEDIES

Section 1301. 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 seventy-five (75) 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 after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law 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.

Section 1302. Termination by Developer Prior to Conveyance. In the event that:

(a) the City does not tender conveyance of the Property, or possession thereof, by Deed as part of the Sale in the manner and condition provided in this Agreement; 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.

Section 1303. Termination by City Prior to Conveyance. In the event that:

(a) prior to conveyance of the Property by Deed as part of the Sale to the Developer and except as otherwise permitted under this Agreement,

(1) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or

(2) there is any change of more than ten percent (10%) 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 within the permitted time period, 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 Deed by the City pursuant to the Sale, and if any default or failure referred to in subdivisions (a) and (b) 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.

Section 1304. 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, 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 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.

Section 1305. 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.

Section 1306. Indemnification.

(a) Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City

Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE XIV.
MISCELLANEOUS

Section 1401. 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.

Section 1402. 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 (d) 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."

Section 1403. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of the Deed transferring title to the Property from the City to the Developer or any successor in interest, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 1404. 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.

Section 1405. 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. 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.

Section 1406. 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 4201 North 27th Street, Milwaukee, WI 53216, Attn: Que El-Amin; 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.

Section 1407. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 1408. 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.

Section 1409. Recoding. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

(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

SCOTT CRAWFORD, INC.

BY: _____
Que El-Amin, Manager

ATTEST: _____
Meredith DeBruin, City Clerk

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission _____

STATE OF WISCONSIN)
) ss
_____ COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named Que El-Amin, Manager, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission _____

This instrument drafted by:

City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 1021454

EXHIBIT "A"
Description of Property

SEC 23 T15N R23E ALL THAT TRACT OF LAND BOUNDED AS FOLLOWS; ON THE NORTH BY CENTER AVE, ON THE EAST BY BROUGHTON DRIVE, ON THE SOUTH BY PENNSYLVANIA AVE., & ON THE WEST BY N. 4TH ST. 2.69 AC. (MUNICIPAL AUDITORIUM & ARMORY)

EXHIBIT "B"
Hard Costs for Project

III

Other Matters

Res. No. 175 - 17 - 18. By Alderpersons Donohue and Bohren. April 4, 2018.

A RESOLUTION approving the terms and conditions of the Redevelopment Agreement between The Armory Community Project, Inc. and the City of Sheboygan for a project involving rehabilitating the Municipal Auditorium and Armory and re-purposing it into a community center.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Redevelopment Agreement between the Armory Community Project, Inc. and the City of Sheboygan, in form substantially similar to the document attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

Finance + Personnel

_____

_____

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

REDEVELOPMENT AGREEMENT
BY AND BETWEEN

THE ARMORY COMMUNITY PROJECT, INC.
AND
THE CITY OF SHEBOYGAN

THIS AGREEMENT is made this _____day of _____, 2018, by and between The Armory Community Project, Inc., a not for profit corporation with its principal offices located at 605 Erie Ave. Suite 101, Sheboygan, WI 53081 (hereinafter "Developer"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

RECITALS

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in Exhibit "A" for the purpose of rehabilitating the Municipal Auditorium and Armory, located at 516 Broughton Drive, Sheboygan, WI 53081 (hereinafter "Armory"), and re-purposing it into a state of the art community center at a minimum estimated cost of $5,900,000, as more specifically described in Exhibit "B".

WHEREAS, the City has already expended $160,000 performing lead and asbestos abatement work.

WHEREAS, Developer has proposed that the western 0.64 acres of the real property on which the Armory is situated be assigned to an independent developer to construct approximately 40 multi-family housing units at an additional estimated cost of $6,600,000.00.

WHEREAS, it is in the mutual interest of all parties to proceed with this development project.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

Section 101. ***Definitions.*** All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Redevelopment Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Apartment Developer" means the party who will undertake the development of the Project-Apartment.

"Developer" means The Armory Community Project, Inc. and its permitted successors and assigns.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer, as more specifically described in Exhibit "C," for rehabilitation of the Armory and re-purposing it into a state of the art community center to include, by example, a "Rathskeller"-style pub, mini-storage, a flexible events hall, a culinary incubator, breakout rooms, a business incubator, a corridor café, restrooms, storage for performances, offices for the Developer and event concessions.

"Project-Apartment" means the development proposed by the Apartment Developer consisting of approximately 40 multi-family housing units on approximately 0.64 acres west of the Property

"Property" means that portion of the real property on which the Armory is located and upon which the Project is to be constructed and generally located at 516 Broughton Drive, the final size and configuration of which shall be determined in accordance with the provisions of Section 301(h) hereafter.

ARTICLE II. OVERVIEW OF THE PROJECT

Section 201. ***Project Overview.*** The Project consists of redevelopment of the existing Sheboygan Municipal Armory and Auditorium constructed in 1941 as a Works Progress Administration project (WPA) on the site of the former Freyberg Lumber Company located at 516 Broughton Drive, Sheboygan, WI 53081, shown on the plan drawing attached as Exhibit "A" into a state of the art community center with a variety of uses.

ARTICLE III. UNDERTAKINGS OF THE DEVELOPER

Section 301. ***Sale of the Property.*** The City shall transfer the Property for $1.00 (the Purchase Price) at Closing (as hereafter defined) and only upon completion of the following:

(a) Non-Profit Status: The Developer shall have created a business entity that is eligible for status as a non-profit organization under section 501(c)(3) of the Internal Revenue Code, and shall file for said status no later than forty-five (45) days after execution of this Agreement. In the alternative, the Developer may, by a date no later than forty-five (45) days after execution of this Agreement, enter into a fully executed agreement with an existing 501(c)(3) organization to serve as the fiscal agent for the organization and provide a copy of the said agreement to the City.

(b) Historic Preservation Tax Credits: The Developer shall apply to have the Armory listed in the National Register of Historic Places, contracting with a preservation architect, and apply to the Wisconsin Historical Society for Income-Producing Tax Credits ("Historic Tax Credits") by no later than thirty (30) days after execution of this Agreement and shall have received approval of Historic Tax Credits pursuant to an filed Historic Preservation Certification Application Part 2 – Description of Rehabilitation within one hundred eighty (180) days of the date of this Agreement. Additionally, but subject to Unavoidable Delay, the Developer shall have received approval within one hundred five (105) days of the date of this

Agreement (Eligibility Deadline) that the Project is eligible for Historic Tax Credits pursuant to a filed Historic Preservation Certification Application Part 1 – Evaluation of Significance. If the Developer does not receive such approval by the Eligibility Deadline, the City shall have the right to terminate this Agreement.

(c) Federal New Market Tax Credits: The Developer shall obtain and provide to the City by no later than sixty (60) days after execution of this Agreement evidence (including an opinion from an attorney or licensed tax accountant) indicating that the project will qualify for federal new market tax credits. If the Developer does not receive such approval by the deadline provided in this subsection, the City shall have the right to terminate this Agreement.

(d) Major Gift Commitments: The Developer shall obtain funding from the sale of tax credit in the amount of $4,600,000.00 within two hundred forty (240) days of the date of this Agreement. Additionally, the Developer shall have received major gift commitments (including from the sale of naming rights) of not less than $1,500,000.00 within one hundred twenty (120) days of the date of this Agreement, and an additional $900,000.00 within one hundred eighty (180) days of the date of this Agreement. Developer shall have obtained total funding (from the sale of tax credit, naming rights, and gift commitments) in the amount of $7,100,000 within two hundred forty (240) days of the date of this Agreement. ("Commitments Progress"). If the Developer has not achieved the Commitments Progress, the City shall have the right to terminate this Agreement.

(e) Financing: The Developer shall, by no later than two hundred forty (240) days after the execution of this Agreement, obtain the necessary financing complete construction of the project.

(f) Project-Apartment: The City and Apartment Developer shall have executed an agreement for the completion of the Project-Apartment. The Apartment Developer shall receive no greater than ten-percent (10%) of the value of that portion of the project in an incentive or subsidy contributed by the City.

(g) Survey/Certified Survey Map: The City will complete and record a certified survey map to create the necessary parcels and easements to serve the Project-Apartment and Project. The Developer will reimburse the costs of the City hereunder at Closing or the termination of this Agreement, whichever occurs first.

Section 303. ***Closing.*** The closing of the sale of the Property shall take place within thirty (30) days of the completion of all the contingencies set forth in Section 301 above, but in any event no later than two hundred seventy (270) days of the date of this Agreement (the Closing). At Closing, (i) the City shall deliver the following to the Developer a warranty deed conveying the Property free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility, municipal services, recorded building and use restrictions and covenants and (ii) the Developer shall deliver the Purchase Price. The City shall complete and execute the documents necessary to record the conveyance at Developer's cost. Not less than 30 days before Closing, the City shall give evidence of title in the form of an owner's policy of title insurance issued by an insurer licensed to write title insurance in Wisconsin. The City shall pay all costs of providing said owner's policy of title insurance to Buyer.

Section 304. ***Construction of the Project.*** The Developer shall have commenced construction of the Project no later than ninety (90) days after the Closing ("Construction Deadline").

Section 305. ***Compliance with Codes, Plans, and Specifications, etc.*** The construction of the Project shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. While the acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, the City does understand that the Developer may need to apply for zoning variances or conditional uses and shall reasonably assist the Developer in the same.

Section 306. ***Reversionary Clause.*** The Developer agrees that for no less than ten years after completion of construction (but subject to any requirements related to tax credits), the City shall retain the right, at its sole discretion, to repurchase the Property upon which the Project is situated for the same amount it sold the property should there be any default on this Agreement, should there be any insolvency or bankruptcy on the part of the owner or operator, should any portion of the Property be subject to a foreclosure or seizure action by creditor, should the property go dark for a period of two years, should the Project not continue to be operational pursuant to the business plan contained in Exhibit "C," or should the owner or operator show an inability to continue to maintain and/or operate the site. This clause shall apply to the Developer, the Apartment Developer, and any of Developer's successors or assigns, including partial successors and assigns. The Developer hereby agrees and covenants to include a provision clearly delineating the terms of this Section in any Agreement it makes with co-Developers, successors, and assigns. This provision does not apply to the portion of the Property dedicated to the Project-Apartment.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Section 401. ***Representations and Warranties.*** The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(a) Developer is a duly organized and recognized not for profit corporation under the laws of the State of Wisconsin.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(c) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(d) Developer has the ability to obtain sufficient funds through, pledges, donations, tax credits and lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City based on reasonable need, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition. Subject to applicable law, the City agrees to use its best efforts to keep such financial information made available to it hereunder confidential; provided, however, the City may, to the extent it deems necessary, disclose such information in the exercise of its remedies hereunder.

(e) While a part of the Project is intended to be exempt from taxation under Wisconsin's property tax laws, the Project will be partially subject to taxation. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) contesting any determination by the City Assessor regarding the taxability of any portion of the Project.

ARTICLE V. PILOT PAYMENTS FOR CITY SERVICES TO TAX-EXEMPT PORTIONS OF THE PROJECT

Section 501. ***City Services Typically Covered by Property Tax.*** Irrespective of Property tax status, the City agrees to continue to furnish general governmental administrative services and police services to the Developer and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees, assessments and charges), to other similarly situated projects in the City. Nothing in this Agreement shall be construed to give Developer a contractual right to governmental services, or to impose upon City any additional duties, it being the parties' intent that the City provide public service subject to the same duties and liability as apply to the public generally. Services included herein are general governmental administrative services and police services. The City shall not have breached its obligations hereunder if it is prevented from providing such services because of typical force majeure reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), or because of budgetary constraints or because any person or entity shall assert a right which prevents delivery of such services as are furnished from time to time without cost or charge (except by means of property tax) to other similar facilities in the City.

Section 502. ***Special Assessment, Special Charges and Fees.*** Notwithstanding Section 501 or the property tax exempt status of the Property or a portion of the Property, the Developer understands that it will be subject to special assessments, special charges and special taxes as defined in Wis. Stats. 74.01 (and as also referred to in Wis. Stats. Ch. 66) and fees charged by the City in the same manner and to the same extent that such special assessments, special charges, special taxes and fees are charged for similar services and/or undertakings to the Project within the City. This provision shall not affect the City's powers, consistent with the law, to determine the services (other than those typically covered by the property tax) that shall be provided to the Property and/or similarly situated property pursuant to this paragraph. Nothing contained herein shall preclude the Owner from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes or fees by the City.

Section 503. ***PILOT Payments.***

(a) *Calculation for Tax Years 2019 and Subsequent Tax Years.* In recognition of

those services covered by Section 501 of this Agreement, in the event the Property, or a portion thereof, is determined to be tax exempt for tax year 2019 and subsequent tax years, Developer agrees to pay the City an annual PILOT payment for the exempt portion of the Property for each tax year (or portion thereof) during which the Developer owns the Property. If the Developer transfers or conveys the Property, the PILOT for that year will be prorated based upon the number of full months for which the Owner owned the Property.

(b) *Annual PILOT Payments.* The annual PILOT payments for such services shall be $10,000. The PILOT payment due shall be adjusted annually based upon the change in the United States Bureau of Labor Statistics Consumer Price Index (www.bls.gov) all Urban Consumers Midwest Area, Size B/C from January through December 2019 and each year thereafter.

(c) *Payment Due Date.* PILOTs for tax year 2019 and subsequent years shall be due and payable in full on or before January 31 of the year following the tax year for which the PILOT was calculated.

(d) *Use of Payment.* The City may use and expend PILOTs hereunder in such manner and for such purposes as to offset the City levy for those services covered under Section 501.

(e) *Nonpayment.* The Developer has a good faith duty to take affirmative steps to satisfy its PILOT obligations hereunder by making timely payments to the City. A lien shall attach to the Property in the event of nonpayment or partial payment. The City expressly retains its governmental rights, authority and powers available at law or in equity.

Section 504. ***Exempt Status.*** Even if the City initially determines that, if the Developer uses the Property, or a portion thereof, for the purposes described to City in an application for exemption, all or a portion of the Property will qualify for real and personal property tax exemption under Wisconsin law, the City Assessor's Office may review the Property's exempt status under Wis. Stats. 70.11 from time to time with the respective January dates being the reference dates for those exemption reviews. If the City, as a result of those reviews or otherwise, determines that the Property no longer qualifies for exemption from property tax, for the year in which the determination is made:

(a) The City will provide notice of such determination to the Developer, no later than April 30th of that year;

(b) Section 503 shall be ineffective with respect to that and any subsequent years for which exemption no longer applies;

(c) If a PILOT has been paid for that year, the City shall promptly refund such PILOT, or at the option of the City, offset such payments against any property taxes due from Developer; and

(d) The Property shall be placed on the property tax rolls for that and any subsequent years for which exemption has been determined not to apply.

If the Developer disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Developer may challenge such determination by the appropriate

procedure provided under Wisconsin law for similarly situated property.

Section 505. ***Term.*** Section 503 of this Agreement shall be ineffective (whether temporarily or permanently) on the soonest of any of the following-described dates:

(a) The day before the respective January 1 of the year concerning which the City determines that the Property no longer qualifies for the property tax exemption;

(b) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of a property exempt from the general property tax or similarly situated owners of exempt property;

(c) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property; and

(d) The effective date of legislation or case law, which indicates that PILOT payments are not permitted by exempt property owners.

Section 506. ***Documents, Inspection, Cooperation.*** Developer agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Development Office, the City Attorney's Office and the City Finance Office) with respect to this Agreement by allowing inspections of the Property upon reasonable written request of the City and by allowing inspection of leases of the Property and other documents requested of the Developer. Notwithstanding the foregoing, the City expressly reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection and information to the extent the property owner is required to allow any such inspection under Wisconsin Law. The Developer is not hereby granting rights to inspection beyond those provided by law.

ARTICLE VI. UNDERTAKINGS OF THE CITY

Section 601. ***National Register of Historic Places.*** The City agrees to work with the Developer to apply to the National Park Service to list the Armory building in the National Register of Historic Places in order to apply for historic preservation tax credits. This agreement includes a commitment to provide, as the current owner of the Property, a letter of support for the listing within thirty (30) days of execution of this Agreement.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

Section 701. ***All Obligations of the City under this Agreement.*** As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(a) Developer shall have satisfied all Conditions Precedent set forth in Article III hereof.

(b) The Project shall be completed within the timeframe of approved schedule of construction, except to the extent failure to complete within such timeframe is due to Unavoidable Delay.

(c) All representations and warranties of Developer set forth in Article IV and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(d) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(e) No Event of Default, as defined in Section 901, has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. INDEMNIFICATION OF THE CITY

Section 801. ***Indemnification***. The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the Developer's performance of the construction of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation, any willful misconduct, or negligent acts of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

Section 901. ***Events of Default*** An Event of Default is any of the following:

(a) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations, guarantees or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed as promptly as possible under the circumstances, then the event will not be an Event of Default.

(b) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

(c) Developer fails to insure that the project is an ongoing concern with a substantial

portion of the Property in regular, consistent use, including those portions identified in the Developer's business plan as daily operations.

Section 902. ***Remedies on Default.*** Whenever an event of default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

(a) The non-defaulting party may immediately suspend its performance under this Agreement from the time any notice of an Event of Default is given until it receives assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(b) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any covenant, condition, obligation, guarantee or agreement of the defaulting party under this Agreement.

Section 903. ***No Remedy Exclusive.*** No remedy or right conferred upon or reserved to the City or the Developer in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 904. ***No Implied Waiver.*** In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 905. ***Agreement to Pay Attorneys' Fees and Expenses.*** Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any covenant, condition, obligation, guarantee or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

ARTICLE X. FORCE MAJEURE

Section 1001. ***Force Majeure.*** No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, delay by federal or state governmental agencies, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent (Unavoidable Delay"), and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XI. ADDITIONAL PROVISIONS

Section 1101. ***Conflicts of Interest.*** No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or

the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

Section 1102. ***Incorporation by Reference.*** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

Section 1103. ***No Implied Approvals.*** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plans, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

Section 1104. ***No Assignment.*** Developer may not assign its rights in this Agreement without the express prior written consent of the City. Except with the prior written consent of the City, Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

Section 1105. ***Time of the Essence.*** Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

Section 1106. ***Headings.*** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 1107. ***Entire Agreement.*** This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

Section 1108. ***Amendment.*** The City and the Developer expressly reserve the right to modify and amend this Agreement from time to time, as they shall mutually agree in writing executed by both parties.

Section 1109. ***Notices***. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:	City of Sheboygan, Wisconsin 828 Center Ave. Sheboygan, WI 53081 Attn: City Clerk
with a copy to:	City Attorney City of Sheboygan, Wisconsin 828 Center Ave., Suite 304 Sheboygan, WI 53081
To the Developer:	
With a copy to:	

Section 1110. ***Severability; Governing Law***. If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of the Agreement and/or the application of the Agreement to any other circumstance shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City of Sheboygan shall be the governing law with respect to this Agreement.

Section 1111. ***Counterparts.*** This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Section 1111. ***Authority.*** The Developer represents and warrants to the City that its agents executing this Agreement have been duly authorized to so execute and to cause the Owner to enter into this Agreement. The City represents and warrants to the Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

Section 1112. ***Binding Effect***. The rights and obligations under this Agreement shall run with the land and, along with the conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, heirs, and permitted assigns.

Section 1113. ***Recording.*** This Agreement or a memorandum of this Agreement shall be recorded in the Office of the Sheboygan County Register Deeds against the Property at the cost of the Developer.

(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: _____
Meredith DeBruin, City Clerk

ARMORY COMMUNITY PROJECT, INC

BY: _____

ATTEST: _____

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of
Wisconsin My Commission

STATE OF WISCONSIN)
) ss
_____COUNTY)

Personally came before me this day of_____, 2018, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of
Wisconsin My Commission

This instrument drafted by:

City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No. 1021454

This document authorized by and in accordance with Res. No. ___-17-18

EXHIBIT "A"

PLAN DRAWING

EXHIBIT "B"

RESPONSE TO REQUEST FOR PROPOSALS

EXHIBIT "C"

PROJECT PLAN

COMMENTS

Re: Section 306: This section contains the original language of the Reversionary Clause proposed by the City, which the Developer does not accept, with one addition, as noted below. The City has not accepted the Developer's Reversionary Clause language. Developer will provide its proposed language separately. The change to the original City language reflects the City's desire to retain language regarding the necessity of the Project not only being redeveloped, but continuing to operate pursuant to the proposed business plan. This language was deleted in other sections; the City has agreed to those deletions, and instead includes that language here.

Re: Article V: The Developer has not agreed to Article V and requested it be deleted. The City has rejected the Developer's proposal to delete Article V.

Re: Article VII: With the exception of the one paragraph (which has been deleted as the terms have been dealt with elsewhere), the City has not agreed to delete this Article. However, the City and the Developer have indicated an openness to different language from the Developer that protects the City that reflects the Developer's need to have an agreement that will allow it to obtain the necessary financing.

III

Other Matters. 7.6

Res. No. 176 - 17 - 18. By Alderpersons Donohue and Bohren. April 4, 2018.

A RESOLUTION authorizing the purchase of approximately .83 acres (land and building located on the northern portion of 1211 North 23rd Street) for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Commercial Offer to Purchase between the City of Sheboygan and the Sheboygan County Highway Department, in form substantially similar to the document attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

Finance + Personnel

_____

_____

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

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON March 14, 2018 [DATE] IS (AGENT OF BUYER)
(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, City of Sheboygan, offers to purchase the Property known as [Street Address] approx. 0.83 acres as shown on Exhibit A (land & building located on the northern portion of 1211 N. 23 St.) in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

■ PURCHASE PRICE: Sixty Thousand and 00/100 Dollars ($ 60,000.00).

■ EARNEST MONEY of $ 0 accompanies this Offer and earnest money of $ 0 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or _____.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 20-22, and the following additional items: _____

All personal property included in purchase price will be transferred by bill of sale or _____.

■ NOT INCLUDED IN PURCHASE PRICE: _____

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before April , 2018. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
Seller's recipient for delivery (optional): _____
Buyer's recipient for delivery (optional): _____

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:
Seller: ( ) _____ Buyer: ( ) _____

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

☒ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
Delivery address for Seller: Greg Schnell, Sheboygan County Transportation Dept., 1211 N. 23rd Street, Sheboygan, WI 53081
Delivery address for Buyer: Darrell Hofland, City of Sheboygan, 828 Center Ave., Suite 202, Sheboygan, WI 53081

☐ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
E-Mail address for Seller (optional): _____
E-Mail address for Buyer (optional): _____

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____ and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference [COMPLETE DATES OR STRIKE AS APPLICABLE] and _____ [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).]

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

CLOSING This transaction is to be closed no later than July 1, 2018 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none .

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

☐ _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) [STRIKE ONE] lease(s), if any, are _____. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

RENTAL WEATHERIZATION This transaction (is) (is not) [STRIKE ONE] exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). If not exempt, (Buyer) (Seller) [STRIKE ONE] ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines [STRIKE AS APPLICABLE] and all other dates and Deadlines in this Offer except: _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

_____

_____ [insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

_____

or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ _____ [CHECK ALL THAT APPLY], for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____. [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and void.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: [CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]

☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

_____.

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in structural components, e.g. roof, foundation, basement or other walls.
b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
u. Government investigation or private assessment/audit (of environmental matters) conducted.
v. Other Defects affecting the Property.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES See attached Exhibit B

DEFINITIONS CONTINUED FROM PAGE 4

■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assesments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except:** municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and _____ _____ _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

■ RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's decision to purchase.

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the Property.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or qualified independent third party performing an inspection of _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461. Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____, no later than _____. If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property Contingency and _____

_____

[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be null and void.

[X] **ADDENDA:** The attached Exhibit A and Exhibit B is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

_____ on March 14, 2018

Buyer Entity Name (if any): City of Sheboygan

(X) _____

Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲

(X) _____

Buyer's/Authorized Signature ▲ Print Name/Title Here ► Meredith DeBruin, City Clerk Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

_____ Broker (By) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

Seller Entity Name (if any): Sheboygan County Highway Department

(X) _____

Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

(X) _____

Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

EXHIBIT A

LEGAL DESCRIPTION OR MAP OF THE LAND AND BUILDING LOCATED ON THE NORTHERN PORTION OF THE PROPERTY (THE "CHIMNEY PARCEL"), EAST OF THE EXISTING POLICE DEPARTMENT

EXHIBIT B

ADDITIONAL PROVISIONS/CONTINGENCIES

1. CERTIFIED SURVEY MAP. Certified Survey Map (CSM) shall be prepared at the City's expense. All approvals associated with the CSM are the responsibility of the City.

2. EASEMENT. The access easement along the south lot line of the Main Parcel shall be relocated to the north lot line of the Main Parcel in such location as mutually acceptable to 2017 Acquisition Group, LLC and the City. The purpose of relocating the easement is to provide the City with additional access to the Chimney Parcel.

3. AS IS. The City is purchasing the Chimney Parcel in its "AS IS" condition without representations or warranties of any kind, express or implied, oral or written, including, without limitation, zoning, availability of access or utilities, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground storage tanks in, on or around the Chimney Parcel.

4. COMMISSION. The City shall not be responsible for payment of real estate commissions due to Cushman & Wakefield | Boerke as a result of this transaction.

II Other Matters 7.8

R. O. No. 335 - 17 - 18. By CITY CLERK. April 4, 2018.

Submitting various license applications for the period ending June 30, 2018, December 31, 2018, April 14, 2019 and June 30, 2019.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

No.	Name	Address
2115	Baughman, Sarah E.	714A Huron Avenue
2106	Fenner, Robert	2602 Eisner Avenue
2120	Hoffman, Mary I.	1619 N. 17th Street
2109	Horndasch, Nicholas P.	770 Main Street Apt.2, Belguim
2119	Leistekow, Megan B.	714 Huron Avenue
2122	Mueller, Alexandra A.	1516 Maryland Avenue
2121	Obranovich, Peter J.	601 David Avenue, Sheboygan Falls
2107	Samplawski, Cassondra A.	780 S. Pier Drive Unit 201
2116	Swita, Bradley R.	535 Petra Lane
2118	Woznicki, David A.	433 Center Avenue

TAXICAB DRIVERS LICENSE (December 31, 2018) (NEW)

No.	Name	Address
8546	Frei, Dorris M.	1320 S. 16th Street
1779	Jackson, Lawrence E.	3519 Saemann Avenue #3
2104	Johnson, Travis L.	1610 Blocki Court
0741	Sarabia, Jason J.	N1158 County Road I, Random Lake

COMMERCIAL QUADRICYCLE BUSINESS (December 31, 2018) (NEW)

Name	Address
Shebikin' Pedal Tours LLC	2205 S. 8th Street

QUADRICYCLE DRIVER LICENSE APPLICATION (December 31, 2018) (NEW)

Name	Address
Vannieuwenhoven, Justin	2205 S. 8th Street

Law Licensing

CHANGE OF PREMISE

No.	Name	Address
1005	Al & Al's	1502 S. 12th St. - One day event September 15, 2018 - Clara Ave. west of 12th Street, south side of building and east of US Bank drive-through lanes.
1005	Al & Al's	1502 S. 12th St. - Two day event October 5 & 6, 2018 - 12th and Clara Intersection west 90' and 75' South on 12th Street in current premise description.
1040	Brennans on Michigan	1101 Michigan Ave - One day event to be held May 6, 2018 - Include west and south parking lot in current premise description.
1089	Dave's Who's Inn Inc.	835 Indiana Avenue - One day event May 12, 2018 -East and south parking lot, ramp and drive way.

SIDEWALK CAFÉ LICENSE (RENEW) (April 14, 2019)

No.	Name	Address
3129	Greece E Spoon	1217 N. 8th Street
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue
2742	8th Street Ale Haus	1132 N. 8th Street

Other Matters

City of Sheboygan
spirit on the lake.

April 4, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Andy Ross to be considered for appointment to the Board of Review to fill the unexpired term of Pete Fullerton whose term expires 4/25/21.

MICHAEL J. VANDERSTEEN, MAYOR

Layover

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256