

**\*\*\*ATTACHMENTS\*\*\***



April 17, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Aaron Sloma to be considered for appointment to the Sheboygan Squared (Business Improvement District) to fill the unexpired term of William Holbrook whose term expires 12/31/18.

  
MICHAEL J. VANDERSTEEN, MAYOR

*I suspend*  
*I confirm*

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256

## Proposed Sheboygan Squared BID Board April 2017

<b>Name</b>	<b>Term Expires</b>	<b>Type</b>
Rick Scroggins	12/31/18	Business Owner
Amy Horst	12/31/18	Business Owner
David Gass	12/31/17	Business Owner
Scott Gruenke	12/31/17	Business Owner
Jane Davis-Wood	12/31/18	Business Owner
Whitney Viglietti	12/31/17	Property Owner
Eileen Simenz	12/31/18	Property Owner
Aaron Sloma	12/31/18	Property Owner
David Haneman	12/31/17	Property Owner
David Sanderson	12/31/17	Property Owner
Paul Rudnick	12/31/18	Property Owner
Chad Pelishek	12/31/18	City Government
Sara Spicer (SCEDC)	12/31/18	Non-Voting Partner

3/21/2017 dh

II

R. O. No.     - 16 - 17.

By BOARD OF CONTRACTORS EXAMINERS.  
April 17, 2017.

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

2713	Chris Wierschem 1565 N Aster St Port Washington, WI 53074-2638	Carpenter Contractor
2585	Jason L. Hall 1228A Georgia Ave Sheboygan, WI 53081-5228	Carpenter Contractor
2722	John Schmidt N7471 Dairyland Rd Sheboygan, WI 53083-5325	Carpenter Contractor
1786	Kent Jurk 2108 N 6 <sup>th</sup> St Sheboygan, WI 53081-2714	Carpenter Contractor

*Consent*

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Board of Contractors Examiners

III

II

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY PLAN COMMISSION. April 17, 2017.

Your Commission to whom was referred R. O. No. 288-16-17 by City Clerk submitting a communication from J.E. Arthur and Associates, Inc., submitting the final plat of the Aspen Trail Estates in the Town of Sheboygan for review; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 11, 2017, and after due consideration, recommends approval of the RO.

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Director of Planning and Development

*Consent*

II

Other Matters

8.4

R. O. No. 288 - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting the final plat of Aspen Trail Estates located to the east of N. 61<sup>st</sup> Street in the Town of Sheboygan, transmitted by J.E. Arthur and Associates, Inc.

City Plan

---

City Clerk



# J. E. ARTHUR AND ASSOCIATES, INC.

ENGINEERS • SURVEYORS

Phone:

920/922-5703

548 Prairie Road  
Fond du Lac WI 54935

April 3, 2017

City of Sheboygan  
Sue Richards, Clerk  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Re: Final Plat of Aspen Trail Estates**

Dear ~~Luci~~:

Sue

Enclosed, please find 1 copy of the above-mentioned Final Plat of Aspen Trail Estates. On behalf of the owner, we request that the plat be placed on your next Plan Commission agenda and be considered for approval.

Please notify us of when the meeting for action on this plat will be held, that we may inform the owner.

Copies of this plat will be submitted to the Department of Administration, the Town of Sheboygan, Village of Kohler, and Sheboygan County Planning under separate cover. Should you have any questions or concerns regarding this submittal, please contact this office.

Sincerely,



Eric R. Otte P.E., PLS  
President

**J. E. Arthur and Associates, Inc.**

encs.

P:\JEAAA Documents\Survey Documents\LOI 4000-14828 final-plt-city-trans.doc







CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 170350

License No: 0000

Date: 04/04/2017

Received By: CKL

Received From: J E ARTHUR & ASSOCIATES, INC

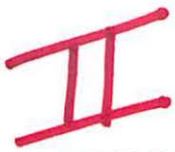
Memo: FINAL PLAT OF ASPEN TRAIL ESTATES

Method of Payment: \$50.00 Check No. 2615

Total Received: \$50.00

<u>Fee Description</u>	<u>Fee</u>
Final Plat	50.00

This document signifies receipt of fees in the amount indicated above.



**UPDATED COPY**

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

Submitting various license applications.

\_\_\_\_\_  
City Clerk

CARNIVAL LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2638	Miesfelds Lakeshore Weekend	South Pier District

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1568	Immanuel Lutheran School	1634 Illinois Ave. - one-day event to be Held 4/22/17 to include part of the school gymnasium.
2638	Miesfelds Lakeshore Weekend	South Pier District - three-day event to Be held 7/28/17 to 7/30/17 to include West & East areas surrounding the Triple Play bldg.
1627	Sheb. County Historical Soc.	3110 Erie Ave. - one-day event to be Held 4/22/17 to include part of the museum Property.

*Consent  
Donohue/Woelf  
Ac + File*

**VI**

2.5

R. C. No. 398- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R. C. No. 341-15-16 by Finance and R. C. No. 349-14-15 and R. O. No. 186-14-15 by the City Clerk Submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas v Cities and Towns Mutual Insurance Co. et al.; recommends that the documents be filed.

*Consent  
Donohue/Wolf  
Ac + Ad to 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

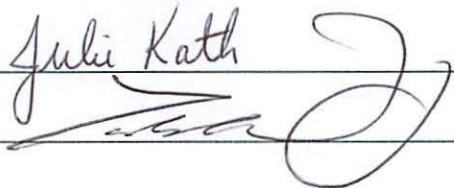
**VI**

7.10

R. C. No. 341 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 349-14-15 by Finance to whom was referred R. O. No. 186-14-15 by the City Clerk submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas v Cities and Towns Mutual Insurance Co. et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)*

*Julie Kath*  


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_.

Approved \_\_\_\_\_ 20\_\_\_\_.

 \_\_\_\_\_, City Clerk  
\_\_\_\_\_, Mayor

**VI**

6.11

R. C. No. 349 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 186-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas v. Cities and Towns Mutual Insurance Co. et al.; recommends that the document be referred to the new Common Council.

*refer to  
new Council  
(Finance)*

John B. [Signature]  
Julie Kath [Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

4.8

R. O. No. 186- 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas vs. Cities and Towns Mutual Insurance Co. et al.

*Finance*

*Susan Richards*  
\_\_\_\_\_  
City Clerk





STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,  
LISA OLIVAS, Personal Representative

LISA OLIVAS  
2216A Kroos Court  
Sheboygan, WI 53081

ALEAN OLIVAS  
1237 Trimmerger Court  
Sheboygan, WI 53081,

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.  
c/o Thomas E. Mann  
9898 W BLUEMOUND RD  
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN  
c/o City Attorney  
828 Center Avenue  
Sheboygan, WI 53081,

GARY NIEMANN  
828 Center Avenue #205  
Sheboygan, WI 53081,

Defendants,

UNITED STATES DEPARTMENT OF  
HEALTH AND HUMAN SERVICES  
c/o Assistant U.S. Attorney  
517 East Wisconsin Avenue  
Milwaukee, WI 53202,

Subrogated Defendant

CIRCUIT COURT BRANCH #2  
TIMOTHY M VAN AKKEREN  
815 N SIXTH STREET  
SHEBOYGAN WI 53081

Case No. 14CV0707

Case Code: 30105

SHEBOYGAN  
WISCONSIN  
14 OCT 31 P 3:00  
CLERK CIRCUIT COURT  
FILED

Process Server: Jason Jirschke  
Time: 12:20pm Date: 11/19/14  
Address of serve: 828 Center Ave  
Sheboygan, WI 53081  
Person Served: Susan Richards

By City Clerk

Personal  
 Posted  
 Substitute  
 Corporate

SUMMONS

**THE STATE OF WISCONSIN, TO EACH PERSON NAMED ABOVE AS A DEFENDANT:**

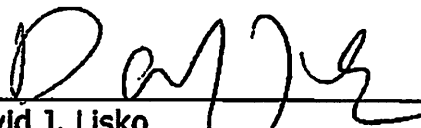
**YOU ARE HEREBY NOTIFIED** that the plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (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 Sheboygan County Courthouse, 615 North 6<sup>th</sup> Street, Sheboygan, WI 53081 and to The Law Offices of David J. Lisko, S.C. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (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 real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30<sup>th</sup> day of October, 2014.

**THE LAW OFFICES OF DAVID J. LISKO, S.C.**  
Attorney for Plaintiffs

By:   
David J. Lisko  
State Bar No. 1005056

**MAILING ADDRESS:**  
THE LAW OFFICES OF DAVID J. LISKO, S.C.  
W177 N9886 Rivercrest Drive, Suite 104  
Germantown, WI 53022  
(262) 785-9400  
(262) 785-9401 (fax)

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,  
LISA OLIVAS, Personal Representative

LISA OLIVAS  
2216A Kroos Court  
Sheboygan, WI 53081

Case No. 14CV0707

ALEAN OLIVAS  
1237 Trimberger Court  
Sheboygan, WI 53081,

Case Code: 30105

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.  
c/o Thomas E. Mann  
9898 W BLUEMOUND RD  
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN  
c/o City Attorney  
828 Center Avenue  
Sheboygan, WI 53081,

GARY NIEMANN  
828 Center Avenue #205  
Sheboygan, WI 53081,

UNITED STATES DEPARTMENT OF  
HEALTH AND HUMAN SERVICES  
c/o Assistant U.S. Attorney  
517 East Wisconsin Avenue  
Milwaukee, WI 53202,

Subrogated Defendant.

SHEBOYGAN COUNTY  
WISCONSIN  
14 OCT 31 P 3:00  
CLERK CIRCUIT COURT  
FILED

COMPLAINT

**NOW COME** the above-named plaintiffs, by their attorney, David J. Lisko, and as and for separate claims and causes of action against the above-named defendants, and each of them, jointly and severally, allege and show to the Court as follows:

**ALLEGATIONS RELATED TO ALL CAUSES OF ACTION**

1. That plaintiff, Lisa Olivas, is the mother of the decedent, Jaime Olivas, and personal representative of the Estate of Jaime Olivas, residing at 2216A Kross Court, Sheboygan, Wisconsin 53081.
2. That plaintiff, Alean Olivas, is the father of the decedent, Jaime Olivas, and resides at 1237 Trimberger Court, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.
3. That at the time of his death on November 29, 2011, Jaime Olivas was not married, and left no surviving minor children.
4. That upon information and belief, the defendant, City of Sheboygan, is a municipal corporation organized and existing under the laws of the State of Wisconsin.
5. That upon information and belief, the defendant, Cities and Towns Mutual Insurance Co., is a foreign corporation licensed to do and doing insurance business in the State of Wisconsin; that at all times material and on November 29, 2011, said insurance company had in full force and effect a policy or policies of liability insurance with the City of Sheboygan, wherein under the terms of its policy or policies, said insurance company agreed to pay any amounts which said defendant would become liable for as a result of tortious acts; that by reason of said policy, the laws of the State of Wisconsin and the occurrence described herein, said insurance company is united in interest with the City of Sheboygan.

6. That upon information and belief, the defendant, Gary Niemann, is an adult resident of the State of Wisconsin, whose last known address is 828 Center Avenue, #205, City of Sheboygan, County of Sheboygan, State of Wisconsin.

7. That at all times material the defendant, Gary Niemann, was an employee of the defendant, City of Sheboygan. The defendant, City of Sheboygan is responsible for the acts of its employees under *respondeat superior*.

8. That upon information and belief, the defendant, ABC Insurance Company, is an insurance company or companies providing liability coverage to the defendant, City of Sheboygan; that said plaintiffs do not know the true and correct name of said insurance company or companies, but will move the Court to amend so as to reflect the true and correct name or names as soon as same can be ascertained.

9. That upon information and belief, the subrogated plaintiff, United States Department of Health and Human Services, is a federal agency that, as a result of the occurrence described in this Complaint, the laws of the United States of America and the State of Wisconsin, the United States Department of Health and Human Services (Medicare A) may have made payments on behalf of the decedent, Jaime Olivas, for medical expenses; that further, said agency may have a subrogation interest herein.

10. That prior to November 29, 2011 the defendant, City of Sheboygan, purchased an OBD leaf collection system.

11. Upon information and belief, the OBD leaf collection system came with instructions on how the leaf collection unit should be mounted.

12. Defendant, City of Sheboygan, employees decided not to mount the leaf collection system as described in the instruction manual.

13. Defendant, City of Sheboygan, employees decided to mount the OBD leaf collection system on the front of its trucks. City of Sheboygan employees installed ductwork running from the leaf collector over the windshield to the dump box of the truck.

14. That on November 29, 2011, defendant, Gary Niemann, was operating a city-owned truck equipped with a front mounted OBD leaf collection system.

15. Defendant, Gary Niemann was traveling northbound on 6<sup>th</sup> Street near the intersection of New York Avenue in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

16. At the same time and place the decedent, Jaime Olivas, was crossing 6<sup>th</sup> Street.

17. That on November 29, 2011 at approximately 8:50 a.m. the defendant, Gary Niemann, struck the decedent, Jaime Olivas, which caused his death.

18. That the defendant, City of Sheboygan, was negligent in the following respects: (a) failing to install 15 mile-per-hour speed limit and school zone signs in the area around a school; (b) deciding to install an OBD leaf collection system on the truck which struck Mr. Olivas so as to create a substantial obstruction to a driver's visibility through the windshield; and (c) requiring its drivers to operate its trucks with a substantial obstruction to a driver's visibility through the windshield.

The defendant, Gary Niemann, was negligent by violating the following traffic safety rules: (a) operating the truck at an unreasonable and

imprudent speed; (b) falling to properly manage and control his vehicle; and (c) falling to exercise a proper lookout.

20. As a result of the defendants' negligence the defendant, Gary Niemann, struck the decedent, Jaime Olivas, resulting in severe bodily harm, and conscious pain and suffering to decedent, Jaime Olivas, and causing his death.

#### **SECOND CAUSE OF ACTION NEGLIGENCE PER SE**

21. The plaintiffs' reallege and re-incorporate by reference the allegations of paragraphs 1-19 above as though fully set forth at length.

22. The employees of the defendant, City of Sheboygan, are negligent as a matter of law for placing the duct work of the OBD leaf collection system on the vehicle so as to obstruct the driver's clear vision through the windshield in violation of Trans 305.34(6) of the Wisconsin Administrative Code.

23. The defendant, Gary Niemann, is negligent as a matter of law for driving the City of Sheboygan's motor vehicle upon a highway with the ductwork of the OBD leaf collection system placed on the vehicle so as to obstruct the driver's clear view through the front windshield in violation of Wis. Stat. 346.88 (3)(b).

24. As a direct and proximate result of the defendants' violation of these safety statutes decedent Jaime Olivas was struck and killed and the plaintiffs have sustained those damages alleged in this complaint.

#### **THIRD CAUSE OF ACTION WRONGFUL DEATH**

25. That plaintiff, Lisa Olivas, as personal representative of the Estate of Jaime Olivas, and pursuant to Sec. 895.01, Wis. Stats. on behalf of the Estate of Jaime Olivas, and in her individual capacity hereby realleges and incorporates



herein by reference the allegations of paragraphs 1-23, above, as if fully set forth herein at length.

26. As a further consequence of the occurrence described herein, and as a direct and proximate result of the conduct of the defendants, City of Sheboygan and Gary Neimann, as previously alleged herein, the plaintiffs have suffered the loss of society and companionship of their son, Jaime Olivas, the loss of future earnings and these plaintiffs have been further caused to incur costs and expenses for her son's medical treatment, funeral services, cemetery lot and the lot's perpetual care, and grave marker, all to her damages past, present and future.

WHEREFORE, the plaintiffs demand judgment against the above-named defendants, and each of them, jointly and severally, as follows:

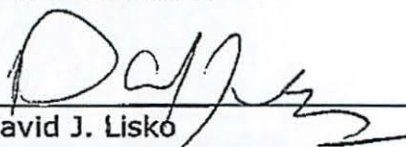
A. The Estate of Jaime Olivas, by Lisa Olivas, Jaime Olivas' personal representative, is entitled to recover for Jaime Olivas' conscious pain and suffering, his medical care, and his loss of enjoyment of life pursuant to Sec. 895.01, Wis. Stats.

B. That the survivors of Jaime Olivas, as represented by the plaintiff, Lisa Olivas (his mother) are entitled to recover for the wrongful death of Jaime Olivas under Sec. 895.03 and 895.04 of the Wisconsin Statutes, including his burial expenses, loss of society and companionship with him and their loss of services which would have been provided by him during his and their normal life.

C. That plaintiffs recover their costs, disbursements, a reasonable sum towards attorney's fees, and such other and further relief as the Court deems equitable under the circumstances.

Dated this 30th day of October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.  
Attorney for Plaintiffs

By:   
David J. Lisko  
State Bar No. 1005056

MAILING ADDRESS:

THE LAW OFFICES OF DAVID J. LISKO, S.C.  
W177 N9886 Rivercrest Drive, Suite 104  
Germantown, WI 53022  
(262) 785-9400  
(262) 785-9401 (fax)



**VI**

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

Your Committee to whom was referred R. C. No. 334-16-17 by Finance and R. O. No. 192-16-17 by the City Clerk submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

**VI**

3.13

R. C. No. 334- 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 192-16-17 by the City Clerk submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*re-refer to Finance*

\_\_\_\_\_

*Melissa Kroll*

\_\_\_\_\_

\_\_\_\_\_

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

515

IV

10

10

II

3.1

R. O. No. 192- 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it.

*Invoice*  
*deny & send*  
*not of Disallowance*

---

City Clerk



DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 22-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 19 '16 AM 3:43

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: Allen Brotz
- 2. Home address of Claimant: 1822 Tivoli Lane
- 3. Home phone number: 920 918 6599
- 4. Business address and phone number of Claimant: N/A

- 5. When did damage or injury occur? (date, time of day) Between 12/12 + 12/15<sup>01</sup> Vacation
- 6. Where did damage or injury occur? (give full description) Mail Box

- 7. How did damage or injury occur? (give full description) Snow Plow Hit Mail Box (2nd Time in 15 years)

- 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

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: \$ 333.89

Personal injury: City to replace → \$ 150.00

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL**

\$ ~~333.89~~ 480.89 2-877 AB

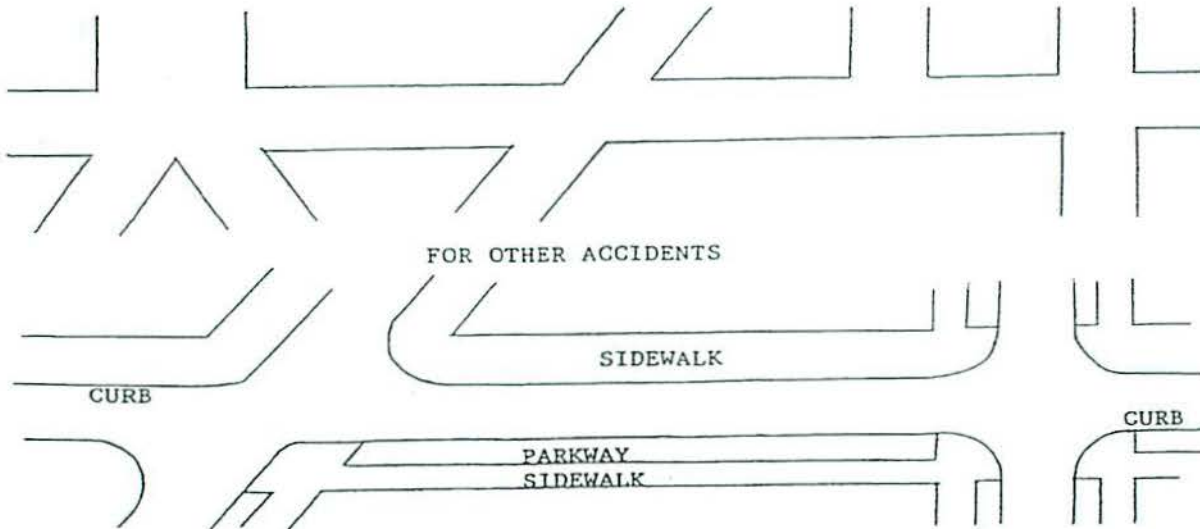
Damaged vehicle (if applicable)

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

Allen [Signature]

DATE

12-19-16

DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 27-16

CLAIM

Claimant's Name:	<u>Allen Brotz</u>	Auto	\$ <u>          </u>
Claimant's Address:	<u>1822 Tivoli Lane</u>	Property	\$ <u>3,331.89</u>
		Personal Injury	\$ <u>150.00</u>
Claimant's Phone No.:	<u>920-918-6599</u>	Other (Specify below)	\$ <u>          </u>
		<b>TOTAL</b>	\$ <del>3331.89</del> <u>480.89</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC. 2-8-17  
AB

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 \$ ~~3331.89~~ 480.89 2-8-17 AB

SIGNED Allen Brotz DATE: 12-19-16

ADDRESS: 1822 Tivoli Lane Sheb. WI 53081

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

All bronze mailbox

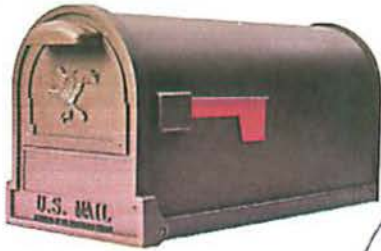


Departments Browsing History Sherry's Amazon.com Today's Deals Hello, Sherry Account & Lists Orders Prime Cart

Tools & Home Improvement Best Sellers Deals & Savings Gift Ideas Power & Hand Tools Lighting & Ceiling Fans Kitchen & Bath Fixtures Smart Home

App-only Flash Deal exclusive to Amazon app

Back to search results for "bronze mailbox"



Click to open expanded view

FTax

### Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000

by Gibraltar

133 customer reviews

19 answered questions

List Price: \$68.99

Price: \$48.99 FREE Shipping for Prime members once available

You Save: \$20.00 (29%)

Temporarily out of stock.

Order now and we'll deliver when available. We'll e-mail you with an estimated delivery date as soon as we have more information. Your account will only be charged when we ship the item.

Ships from and sold by Amazon.com. Gift-wrap available.

Color Name: Bronze



- Large size provides generous capacity for multiple parcels
- Powerfully built with galvanized steel for strength and durability
- Powder-coat finish in a beautiful bronze color provides resistant to outside elements
- Easily installs onto a variety of Gibraltar posts including the ES200VB0
- Made in the USA

See more product details

Compare with similar items

Used & new (23) from \$41.64

Report incorrect product information.

"Alexa, order a Lutron smart lighting control kit."

Get 25% off a Lutron Smart Light Control Kit, only when you order with Alexa. Learn more

Share

Buy new: \$48.99

Qty: 1

Add to Cart

Turn on 1-Click ordering for this browser

Ship to:

Sherry Brotz- Sheboygan - 53081

Buy used: \$41.64

Add to List

Other Sellers on Amazon

\$63.32 Add to Cart

+ Free Shipping Sold by: Gatzies

\$64.44 Add to Cart

+ Free Shipping Sold by: Ron's Home and Hardware

\$56.70 Add to Cart

+ \$7.82 shipping Sold by: Supreme Hardware

Used & new (23) from \$41.64

Have one to sell? Sell on Amazon

### Frequently Bought Together



Total price: \$147.12

Add all three to Cart

Add all three to List

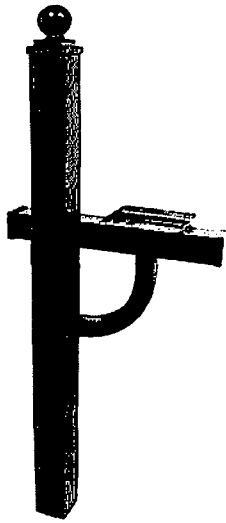
One of these items ships sooner than the other. Show details

This item: Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000 \$48.99

FTax

Home Depot / Tools & Hardware / Mailboxes / Mailbox Posts / Mailbox Posts & Stands

Model # KDX-BRO | Item # 3077357



Save to List

### Gaines Manufacturing Keystone Aluminum Deluxe Mailbox Post in Bronze

With the first Pick-Up | Guest Pick-Up & Availability

**\$269.00** /each

+ Tax

Quantity - 1 +

Not in Your Store - We'll Ship It There

We'll Ship It to You

Add to Cart

Add to Cart

Free Pickup

Free Shipping

Available for pickup  
December 28 - January 3

Expect it  
December 27

[Change Pickup Store](#)

[See Shipping Options](#)

Or buy now with

We're unable to ship this item to  
GU PR VI

Easy returns in store and online  
[Learn about our return policy](#)

+ Tax

## Product Overview

The thoughtful design of the Keystone Series Deluxe Post makes it the ideal companion to the Keystone Series Mailbox. Its proportions were carefully configured to complement the design characteristics of the Keystone Series Mailbox for truly enhanced curb appeal. The Keystone Series Deluxe Post is constructed of rust-resistant aluminum and is powder coat finished to match Keystone Series Mailboxes. The post includes mounting beam, curved brace, end cap, and finial. Designed for in-ground installation. Mounting hardware and complete instructions are also included.

- All aluminum rust proof post for corrosion resistance
- Compatible with all Keystone Series Mailboxes
- Designed for in-ground installation
- Available address plaque sold separately
- Post, hardware, and installation instructions included
- Dimensions: 77.5 in. H x 22.75 in. W x 8 in. D x 22 lbs

## Info & Guides

[Use and Care Manual](#)

[Warranty](#)

You will need Adobe's Acrobat® Reader to view PDF documents. [Download a free copy from the Adobe Web site.](#)

**VI**

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

Your Committee to whom was referred R. C. No. 335-161-17 by Finance and R. O. No. 193-16-17 by the City Clerk submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

3.14

R. C. No. 335 - 16 - 17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 193-16-17 by the City Clerk submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*re-refer to Finance*

*Melissa Ronolun*  
\_\_\_\_\_  
\_\_\_\_\_

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. 193 - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it.

*In case  
deny & send  
not. of Disallowance*

---

City Clerk



DATE RECEIVED 12.22.16

RECEIVED BY MD

CLAIM NO. 2516

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: Matt Moeller
- 2. Home address of Claimant: 3503 N 6th Street
- 3. Home phone number: (920)946-0098
- 4. Business address and phone number of Claimant: N/A
- 5. When did damage or injury occur? (date, time of day) 12/18/16 at 4:37 a.m.
- 6. Where did damage or injury occur? (give full description) \_\_\_\_\_  
The damage occurred at mailbox at the above address. The East side of 6th Street.
- 7. How did damage or injury occur? (give full description) \_\_\_\_\_  
The city plow came through Sunday morning and clipped the mailbox completely off.
- 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
- 10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").  
NO INJURIES
- 11. Name and address of any other person injured: N/A
- 12. Damage estimate: (You are not bound by the amounts provided here.)
 

Auto:	\$ <u>N/A</u>
Property:	\$ <u>381.59</u>
Personal injury:	\$ <u>N/A</u>
Other: (Specify below)	\$ <u>N/A</u>

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A 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. N/A

SIGNATURE OF CLAIMANT Matthew Moeller DATE 12-20-16  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED MD 12/22/16

RECEIVED BY MD  
CLAIM NO. 2316

CLAIM

Claimant's Name:	<u>Matthew Moeller</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>3503 N 6th St</u>	Property	\$ <u>381.59</u>
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-946-0098</u>	Other (Specify below)	\$ _____
		<b>TOTAL</b>	<b>\$ <u>381.59</u></b>

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 \$ 381.59.

SIGNED Matthew Moeller DATE: 12-20-16

ADDRESS: 3503 N 6th St, Sheboygan, WI 53083

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

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



# Thank you for your order

Order Number is: **BM-30562**

[Print Receipt](#)

Your order was placed successfully as of 03/25/2014 .

msmoeller@yahoo.com

## Ship To

Matthew Moeller  
3503 N 6th St  
Sheboygan, WI 53083  
920-946-0098

**Shipping Method:** Standard  
Shipping

## Bill To

Matthew Moeller  
3503 N 6th St  
Sheboygan, WI 53083  
920-946-0098

## Confirmation

**Order Status:** Will ship in 2-3 weeks.

**Order Date:** 03/25/2014

**Order Number:** BM-30562

## Your Shopping Cart

Item	Options	Unit Price	Qty.	Cost
 Superior Bronze Mailbox Package	Text Options : Two Lines of Text Line 2 Text : North 6th St Line 1 Text : 3503	\$423.99	1	\$423.99
				Subtotal: \$423.99
				Shipping: \$0.00
				Tax: \$0.00
				10% savings: -\$42.40
				<b>Total: \$381.59</b>

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128 BIT ENCRYPTION

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- [Shipping Fees?](#)

 **Call Us**  
**(866) 707-0008**

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- We stick to our strict [Privacy Policy](#).

Keeping Your Info Safe

- We don't use cookies to collect information on your hard drive.
- We use the strongest security measures around to protect your information.

Our secure order processing uses 128-bit (SSL) encryption. All data is encrypted for your protection.



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VI

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

Your Committee to whom was referred R. O. No. 212-16-17 by the City Clerk submitting a claim from West Bend Claims for their insured Budget Blinds of Sheboygan, LLC (addressed to City of Sheboygan, 2026 New Jersey Ave.); recommends that the documents be accepted and filed and to pay the claim in the amount of \$1,068.48.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

IV

II

3.4

R. O. No. 2/2 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from West Bend Claims for their insured Budget Blinds of Sheboygan, LLC (addressed to City of Sheboygan, 2026 New Jersey Ave.).

*Inance*

---

City Clerk

III





Claim 29-16

January 20, 2017

CITY OF SHEBOYGAN  
2026 NEW JERSEY AVE  
SHEBOYGAN, WI 53081



Claim No: AG73213  
Insured: BUDGET BLINDS OF SHEBOYGAN, LLC  
Date of Loss: 12/12/2016

Our investigation indicates this loss resulted from your negligence. Under the terms of our policy, we are subrogated to the extent of our payment to any legal right which our insured has against you. We hereby claim a lien on any proceeds that may be paid by way of settlement or judgment on said claim.

If you carry insurance, please fill in the following information:

Address:

\_\_\_\_\_

Policy No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Have you reported this accident to your insurance company?  Yes  No

If you are uninsured, please contact me regarding payment of our subrogation claim.

Sincerely,

STACY MALNORY  
CLAIMS REPRESENTATIVE I  
(262) 365-2799 or (800) 236-5010 Extension 2799  
Fax: (262) 335-7000  
smalnory@wbmi.com

WB-1665 (05-10)



29-16

THE SILVER LINING™

February 15, 2017

FEB 21 '17 AM 10:46

CITY OF SHEBOYGAN  
CLERK'S OFFICE  
828 CENTER AVENUE, #100  
SHEBOYGAN, WI 53081

Our Claim No.: AG73213  
Our Insured: BUDGET BLINDS OF SHEBOYGAN, LLC  
Date of Loss: 12/12/2016

Under a policy of insurance carried with us by the above named insured, WEST BEND has paid \$568.48 for loss and damage as a result of the accident described above. The total damages were \$1,068.48. Deductible amount: \$500.00.

Documentation of the payments made as a result of the damages incurred in this accident has been enclosed for your review. Also enclosed please find the completed City of Sheboygan Notice of Damage form.

An investigation indicates this damage resulted from your negligence. Under the terms of our policy, we are subrogated to the extent of our payment to any legal right which our insured has against you. We hereby claim a lien on any proceeds that may be paid by way of settlement or judgment on said claim.

Please contact me at the number below if anything further is needed to process our request for reimbursement. Your payment in the amount of \$1,068.48 should be sent to my attention at the address below. Thank you.

Sincerely,

CARA BLANKENBURG  
SUBROGATION REPRESENTATIVE  
(262) 365-2118 or (800) 236-5010 Extension 2118  
Fax: (262) 335-7000  
CBlankenburg@WBMI.com

Enclosure

c: BUDGET BLINDS OF SHEBOYGAN, LLC

WB-1666 (05-11)

DATE RECEIVED 2-21-17

RECEIVED BY MD

CLAIM NO. 29-16

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: Budget Blinds of Sheboygan
- 2. Home address of Claimant: 2017 North 29th Street, Sheboygan WI 53081
- 3. Home phone number: 920-458-9243
- 4. Business address and phone number of Claimant: West Bend Mutual Insurance 1900 S. 18th Avenue, West Bend, WI 53095. 262-385-2118
- 5. When did damage or injury occur? (date, time of day) 8:30 AM 12/12/2016
- 6. Where did damage or injury occur? (give full description) North 29th Street near Beede Avenue in the City of Sheboygan.
- 7. How did damage or injury occur? (give full description) A City of Sheboygan snow plow driver, Neil Sprangers, was driving too fast for conditions while plowing snow and struck a vehicle owned by Budget Blinds that was legally parked.
- 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: Neil Sprangers
  - (b) Claimant's statement of the basis of such liability: Neil Sprangers negligently operated a motor vehicle while plowing snow and caused damages to a legally parked motor vehicle owned by Budget Blinds.
- 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: NIA
  - (b) Claimant's statement of basis for such liability: NIA

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").

Auto damages total \$1,068.48  
Payment by West Bend Insurance \$568.48 + \$500.00 deductible

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

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

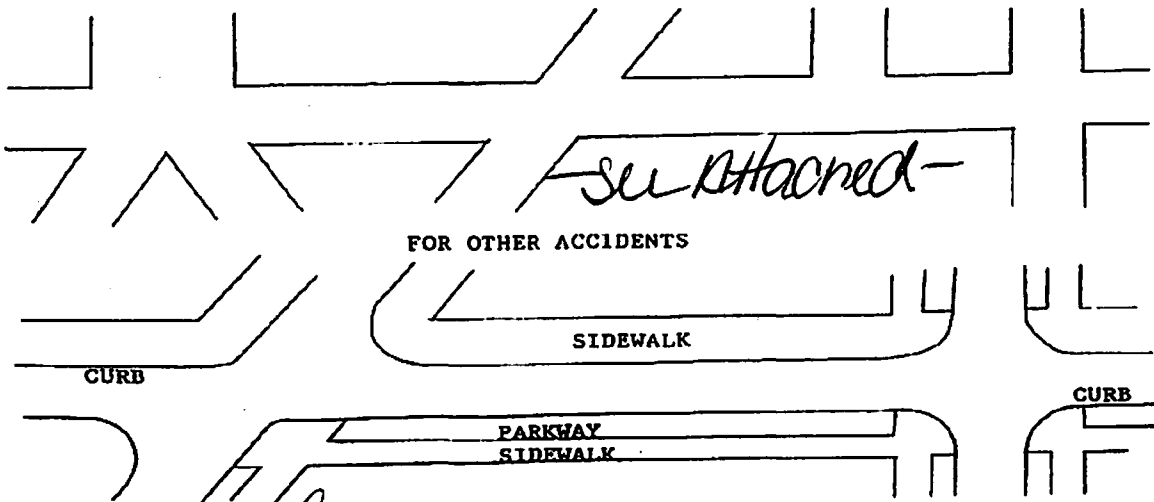
Auto: \$1,068.48  
Property: \$  
Personal injury: \$  
Other: (Specify below) \$  
TOTAL \$1,068.48

Damaged vehicle (if applicable) Grand  
Make: Dodge Model: Caravan Year: 2014 Mileage: 19,296

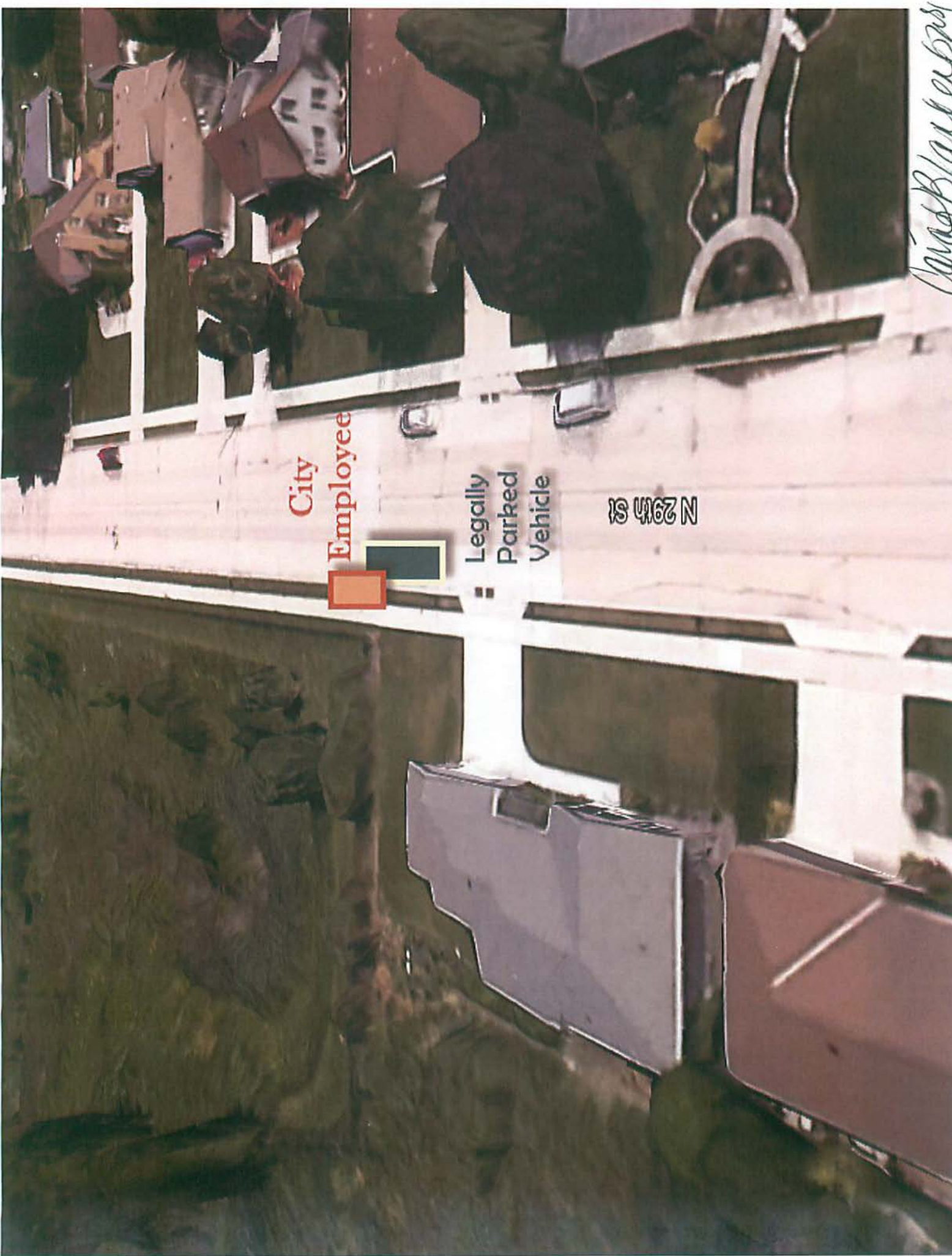
Names and addresses of witnesses, doctors and hospitals:

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: [Signature] DATE: 2/10/17  
for West Bend Mutual Insurance



City  
Employee



Legally  
Parked  
Vehicle

N 29th St

*Carla Blackberry*

DATE RECEIVED 2-21-17

RECEIVED BY MD

CLAIM NO. 29-15

*Budget Blinds of Sheboygan and*  
CLAIM

Claimant's Name: West Bend Mutual Ins. Auto \$ 1,068.48

Claimant's Address: 1900 S. 18th Ave. Property \$ \_\_\_\_\_

West Bend WI 53095 Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 262-365-2118 Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 1,068.48

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 \$ 1,068.48.

SIGNED *Mad Blumenthal* DATE: 2/10/17

ADDRESS: West Bend Mutual Insurance  
1900 South 18th Avenue, West Bend WI 53095

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

Wisconsin Motor Vehicle  
 Accident Report MV4000e 01/2005  
 PK2012

POW43V0

AG 73213 Page 1 of 5

POLICE # C16-23530

ACCIDENT #

<input type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number POW43V0		Document Override Number	
Agency Accident Number				Police Number C16-23530					
4 - Accident Date 12/12/2016		5 - Time of Accident (Military Time) 0830		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 89		3 - Municipality SHEBOYGAN - 61, City				11 - Accident Location Non-Intersection			
14 - On Hwy No.		14 - On Street Name N 29TH ST		14 - Bus/Fm/Rmp		15 - Est Distance 646 Ft		15 - Hwy. Dir SOUTH	
16 - Fr/At Hwy No.		16 - From/At Street Name GEELE AVE			16 - Business/Frontage/Ramp				
17 - Structure Type House #		17 - Structure Number 2017		12 - Latitude 43.766678614383			13 - Longitude -87.74461743869		
60 - First Harmful Event Parked Motor Vehicle				93 - Manner of Collision Rear-end					
112 - Access Control No Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Concrete - 1			
115 - Traffic Way Not-Physically-Divided-(2-Way Traffic)									
117 - Relation To Roadway Outside-Shoulder-Right									
114 - Light Condition Daylight			116 - Road Surface Condition Snow/Slush			118 - Weather Cloudy			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		78 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Parked Motor Vehicle		23 - Dir Of Travel SOUTH		24 - Speed Limit 15	
36 - Operating as Classified C CLASS		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number S1656385600800		30 - State WI	31 - Expiration Year 2024	34 - On Duty Accident			
25 - Operator/Pedestrian Last Name SPRANGERS			25 - First Name NEIL		25 - Middle Initial T	25 - Suffix	
32 - Date Of Birth 01/06/1956		33 - Sex Male					

26 - Address Street & Number N6423 ABBEY CT				26 - PO Box			
27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53083		28 - Telephone Number (820) 967-3267 Ext.		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)				40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used			
38 - Injury Severity N - No Apparent Injury		41 - Airbag Not applicable		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated Not-Trapped		82 - Pedestrian Location		82 - Pedestrian Action			
119 - What Driver Was Doing SLOW/STOPPING			120 - Traffic Control No-Control		62 - No. of Citations Issued 0		
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.		64 - 5th Statute No.		
122 - Driver Factors Speed-Too-Fast-for-Conditions							
88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Neither-Alcohol-Nor-Drugs-Present				
90 - Alcohol Test Test Not Given			90 - Alcohol Content		91 - Drug Test Test Not Given		
91 - Drugs Reported							

124 - Highway Factors Snow, Ice, or Wet
--

**Vehicle**

<b>VEHICLE 01</b>	21 - Unit Type Equipment		Vehicle Type			22 - Total Occupants 1	
	56 - License Plate Number		57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number	
	50 - Year 2016	51 - Make	52 - Model WAKER NENS	53 - Body Style LD - LOADER	54 - Color YEL	100 - Skidmarks to Impact (Ft)	
	94 - Vehicle Damage None						
	95 - Extent Of Damage None		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors Other						

**Vehicle Owner**

<b>VEH OWNER 01</b>	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	46 - Company Name CITY OF SHEBOYGAN					
	47 - Address Street & Number 2026 NEW JERSEY AVENUE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number (920) 459-3340 Ext.
	Date Of Birth					

**Insurance**

<b>INS 01</b>	63 - Liability Insurance Company NOT-REQUIRED				60 <input type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company					

**School Bus**

<b>BUS 01</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Operator/Pedestrian**

<b>02</b>	Unit Status L - Legally Parked		81 - Most Harmful Event: Collision With Motor Veh Trans Other Rdwy		23 - Dir Of Travel	24 - Speed Limit 26	
	36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle		
	29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident		
	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		
	27 - City		27 - State	27 - Zip Code		28 - Telephone Number	



P0W43V0

OPERATOR/PEDESTRIAN	39 - Seat Position		40 - Safety Equipment Not-Applicable-Nonmotorist			
	38 - Injury Severity		41 - Airbag Not applicable	42 - Ejected Not-Applicable	44 <input type="checkbox"/> Medical Transport	
	43 - Trapped/Extricated Not-Applicable		92 - Pedestrian Location		82 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY PARKED			120 - Traffic Control Railroad-Crossing-Signal		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 Not-Applicable					
	88 - Driver or Pedestrian Cond		89 - Substance Presence			
	90 - Alcohol Test		90 - Alcohol Content	91 - Drug Test		
	91 - Drugs Reported					
	124 - Highway Factors Snow,-Ice,-or-Wet					

Vehicle

VEHICLE 02	21 - Unit Type Automobile		Vehicle Type Passenger-Car			22 - Total Occupants 0
	56 - License Plate Number 930KEY		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number 2C4RDGBG7ER378671
	50 - Year 2014	51 - Make DODG	52 - Model GRAND CARA		53 - Body Style VN - VAN	54 - Color WHI
	94 - Vehicle Damage Rear, Rear Passenger Side					
	95 - Extent Of Damage Minor		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
	123 - Vehicle Factors Not-Applicable					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name BUDGET BLINDS - SHEBOYGAN					
	47 - Address Street & Number 2017 N 29TH STREET			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (820) 468-9243 Ext.	

Insurance

02	63 - Liability Insurance Company NOT-REQUIRED		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company		

INS	

**School Bus**

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Trailer**

TRL 01	108 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

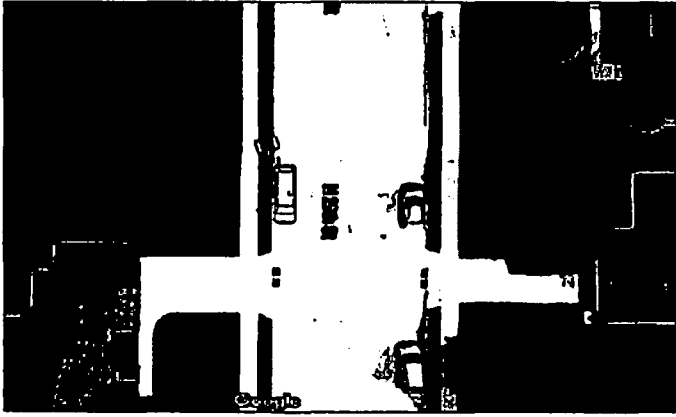
**Property**

PROPERTY OWNER 01	Organization Type	84 - Property Owner Last Name	84 - First Name	84 - Middle Initial	84 - Suffix
	84 - Company Name			Government Property Type	
	85 - Address Street & Number		85 - PO Box		
	86 - City	86 - State	86 - Zip Code	87 - Telephone Number	
	83 - Government Damage Tag Number				

**Fixed Objects Struck**

82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck
82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck
82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - Photos By J MARES 240
	 <p>Not to scale, unit one a front loader</p>
<p>12-12-16 0830 HOURS UNIT ONE WAS REMOVING SNOW FROM THE CITY SIDEWALKS, SOUTH IN THE 2000 BLOCK OF N 29TH STREET. UNIT ONE SLID IN THE SNOW AND STRUCK THE REAR OF UNIT TWO. UNIT TWO WAS LEGALLY PARKED ON THE ROADWAY. UNIT ONE IS A WAKER NENSON, FRONT LOADER, #196 YELLOW IN COLOR. PHOTOGRAPHS TAKEN OF ACCIDENT. UNIT ONE WARNED FOR TOO FAST FOR CONDITIONS. UNIT TWO OWNER CONTACTED AT HOME AND GIVEN CARD WITH CASE #. 240 MARES</p>	

Officer Information

OFFICER INFORMATION	125 - Officer Last Name MARES		125 - First Name JEFF		125 - Middle Initial		31 - Officer ID C240J		
	129 - Law Enforcement Agency No. 6961			130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT					
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST								
	127 - City SHEBOYGAN			127 - State WI		127 - Zip Code 53081		128 - Telephone Number (920) 469-3333 Ext.	
	132 - Date Notified 12/12/2016		133 - Time Notified (Military Time) 0832		134 - Time Arrived (Military Time) 0838		135 - Date Of Report 12/12/2016		
	C16-23530			19 - Special Study					
18 - Agency Space									



**VAN HORN HYUNDAI**

Workfile ID: ada22e1b

3512 WILGUS AVE, SHEBOYGAN, WI 53081  
Phone: (920) 457-3608  
FAX: (920) 459-4126

**Estimate of Record**

**Customer: BUDGET BLINDS OF SHEBOYGAN, LLC**

**Job Number:**

Written By: Chris Brunner, 12/23/2016 12:18:29 PM  
Adjuster: MALNORY, STACY

Insured: BUDGET BLINDS OF SHEBOYGAN, LLC      Policy #:      Claim #: AG73213-1  
Type of Loss: Collision      Date of Loss: 12/12/2016 12:00 PM      Days to Repair: 0  
Point of Impact: 05 Right Rear

**Owner:** BUDGET BLINDS OF SHEBOYGAN, LLC  
2017 N 29TH ST  
SHEBOYGAN, WI 53081  
(920) 207-5086 Business  
**Inspection Location:** with insured  
WI 53081  
Other  
**Insurance Company:** WEST BEND MUTUAL INSURANCE COMPANY  
WEST BEND STAFF  
WEST BEND

**VEHICLE**

2014 DODG Grand Caravan SE 4D VAN 6-3.6L Flex Fuel Sequential MPI White

VIN: 2C4RDGBG7ER378571      Interior Color:      Mileage In: 19,296      Vehicle Out:  
License: 930-KEY      Exterior Color: White      Mileage Out:  
State:      Production Date: 6/2014      Condition:      Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

**DECOR**

Dual Mirrors

Body Side Moldings

Privacy Glass

Console/Storage

Overhead Console

Wood Interior Trim

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

3rd Row Seat

Retractable Seats

**WHEELS**

Wheel Covers

**PAINT**

Clear Coat Paint

**OTHER**

Rear Spoiler

**TRUCK**

Rear Step Bumper

Power Trunk/Gate Release

**Estimate of Record**

**Customer: BUDGET BLINDS OF SHEBOYGAN, LLC**

**Job Number:**

2014 DODG Grand Caravan SE 4D VAN 6-3.6L Flex Fuel Sequential MPI White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>REAR LAMPS</b>					
2	**	Repl A/M AQRP RT Tail lamp Grand Caravan	5182534AD	1	230.00	0.3	
3		<b>REAR BUMPER</b>					
4	*	Rpr Bumper cover w/o reverse sensor				5.5	2.8
5		Add for Clear Coat					1.1
6		O/H bumper assy				1.5	
7		R&I Step pad				Incl.	
8		Repl Bumper cover retainer	6502871	6	28.20		
9	#	HAZARDOUS WASTE		1	2.00		
10	#	Repl Bumper Repair Material		1	20.00		
11		R&I R&I bumper cover				Incl.	
<b>SUBTOTALS</b>					<b>280.20</b>	<b>7.3</b>	<b>3.9</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			280.20
Body Labor	7.3 hrs @	\$ 54.00 /hr	394.20
Paint Labor	3.9 hrs @	\$ 54.00 /hr	210.60
Paint Supplies	3.9 hrs @	\$ 34.00 /hr	132.60
<b>Subtotal</b>			<b>1,017.60</b>
Sales Tax	\$ 1,017.60 @	5.0000 %	50.88
<b>Grand Total</b>			<b>1,068.48</b>
Deductible			500.00
<b>CUSTOMER PAY</b>			<b>500.00</b>
<b>INSURANCE PAY</b>			<b>568.48</b>

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 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.

## Estimate of Record

**Customer: BUDGET BLINDS OF SHEBOYGAN, LLC**

**Job Number:**

2014 DODG Grand Caravan SE 4D VAN 6-3.6L Flex Fuel Sequential MPI White

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TE08, CCC Data Date 12/8/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) Items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Estimate of Record**

---

**Customer: BUDGET BLINDS OF SHEBOYGAN, LLC**

**Job Number:**

2014 DODG Grand Caravan SE 4D VAN 6-3.6L Flex Fuel Sequential MPI White

**PARTS SUPPLIER LIST**

<b>Line</b>	<b>Supplier</b>	<b>Description</b>	<b>Price</b>
2	Keystone-Insurance-A-Appleton 5085 WREN DRIVE APPLETON WI 54913 (800) 422-1995 (920) 731-3030	#CH2801199N A/M AQRP RT Tail lamp Grand Caravan	\$ 230.00



# CCC Accumark™ Audit Report

## WEST BEND MUTUAL INSURANCE COMPANY

WEST BEND STAFF

WEST BEND,.

<b>Written By :</b> Chris Brunner	<b>Appraisal Totals :</b>	<b>Claim # :</b> AG73213-1
<b>Daytime Contact :</b>	<b>Last Appraised :</b> \$0.00	<b>Policy # :</b>
<b>Adjuster :</b> STACY MALNORY	<b>Total Appraised :</b> \$1,068.48	<b>Date of Loss :</b> 12/12/2016
<b>Daytime Contact :</b> (920)457-3608	<b>Total Score :</b> 0	<b>Type of Loss :</b> Collision
	<b>Total Labor Hours :</b> 11.2	<b>TL Threshold Amount :</b> \$10,350.20
	<b>Total Variance :</b> .00	<b>TL Threshold % :</b> 70.00%

### Audit Results

Rule Description	Line Number	Actual	Rule	Variance	Score
------------------	-------------	--------	------	----------	-------

\* Indicates rules with parts detail information  
 # Rule uses median part price and includes parts detail information

### Appraisal Information

<b>Appraisal Source :</b> VAN HORN HYUNDAI	<b>Inspection Location :</b>
<b>Address1 :</b> 3512 WILGUS AVE	<b>Address1 :</b> with insured
<b>Address2 :</b>	<b>Address2 :</b>
<b>City/State/Zip :</b> SHEBOYGAN, WI 53081	<b>City/State/Zip :</b> , WI 53081
<b>Daytime Contact :</b> (920)457-3608	<b>Daytime Contact :</b>
<b>Evening Contact :</b>	<b>Evening Contact :</b>
<b>Appraisal Platform :</b> CCC ONE	<b>Inspection Type :</b> OTHER
<b>Vehicle Owner :</b>	<b>Vehicle Information :</b> 2014 DODG Grand Caravan SE
<b>Address1 :</b> 2017 N 29TH ST	<b>VIN :</b> 2C4RDGBG7ER378571
<b>Address2 :</b>	<b>License :</b> 930-KEY
<b>City/State/Zip :</b> SHEBOYGAN WI 53081	<b>Odometer :</b> 19296
<b>Daytime Contact :</b> (920)207-5086	<b>Days to Repair :</b>
<b>Evening Contact :</b>	<b>Driveable :</b> YES
	<b>Production Date :</b> 06/14
	<b>Point of Impact :</b> 5. Right Rear

## Assignment Details

Claim Ref:  
AG73213-1

### Loss & Adjuster

Company Name: WEST BEND MUTUAL INSURANCE COMPANY  
Claim Reference Id: AG73213-1  
Claim Type: Vehicle  
Claim Type Detail: Unknown  
Assignment Type: Assignment  
Date of Loss: 12/12/2016  
Date Reported: 12/21/2016  
Catastrophe Code: N  
Injuries: Unknown  
From Company: WEST BEND MUTUAL INSURANCE COMPANY  
Office: WEST BEND STAFF  
Theft: Unknown  
Place of Loss:  
Address 1:  
Address 2:  
City:  
State / Province:  
Postal Code:  
Country: USA  
Facts Of Loss: IV WAS HIT BY CITY OF SHEBOYGAN PLOW WHILE PARKED ON SIDE OF ROAD  
Adjuster Code: SLMALNO  
Name: MALNORY, STACY  
Phone: 262-365-2799  
Time of Loss: 12:00 a.m.  
Loss Ref. Id: AG73213-1  
Other:  
Other:  
Claim Unit:

### Party & Claim

#### Party

Party: BUDGET BLINDS OF SHEBOYGAN, LLC

Owner/Insured/Company

Title:  
Address Type: Home  
Address 1: 2017 N 29TH ST  
SHEBOYGAN, WI 53081 USA  
Phone: 920-207-5086 (Business)  
PIN/Pager:  
Email:  
Driver's License Number:  
License State / Province:  
Expiration Date:  
Social Security Number:  
Injuries: Unknown  
Statement:

#### Claim

Date Reported: 12/21/2016  
Coverage: Collision  
Type Of Loss: Collision  
3rd Party Claim Ref. ID:  
Rental In Use: Unknown  
Daily Cost: Unknown  
Ok To Pay: Unknown

### Vehicle Details

VIN / Identification Number: 2C4RDGBG7ER378571  
Vehicle Type:

Year: 2014

Make: Dodge  
Body Style:  
Interior Color:  
Odometer / Hours:  
License Plate / Registration #:  
License Plate / Registration #  
Expiration Date:

Model: Grand Caravan  
Engine:  
Exterior Color:  
Vehicle Production Date:  
State of Registration:

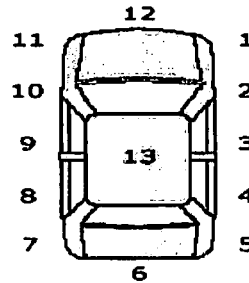
**Vehicle Location**  
Vehicle Location  
Indicator:

Name:  
Address 1: with Insured  
Address 2:  
City:  
State / Province: Wisconsin  
Postal Code: 53081  
Country: UNITED STATES  
Phone:

Extn.

**Vehicle Damage**

Primary Impact Area: 5. Right Rear  
Secondary Impact Area:  
Tertiary Impact Area:  
Driveable: Driveable  
Prior Damage Notes:  
Impact Notes:  
Total Loss: No  
Postal Code Where Vehicle Principally Gargaged:  
Condition:



**Appointment & Recipient**

Appointment Date: Appointment Time:  
Inspection Type: Demand Estimate  
Inspection  
Requirements:

**Recipient**

Recipient: Recipient Type: RF  
Recipient Address: 3512 WILGUS AVE SHEBOYGAN Wisconsin 53081 Recipient Phone: 920-457-3608  
Recipient Drive-In: Demand Estimate Recipient Company: VAN HORN HYUNDAI  
Assigned By: Date Assigned: 12/23/2016  
Instructions to Estimator: Please upload estimate & photos per CCC requirements. Thanks so much & Happy Holidays!

**Policy & Agent**

Insurance Carrier: WEST BEND MUTUAL INSURANCE COMPANY  
Policy Number:  
Policy Effective Date: 06/01/2016 Policy Expiration Date: 06/01/2017  
Deductible: \$500.00 Deductible Type: Dollar Amount  
Underwriting: West Bend  
Company:  
Policy Notes:  
Endorsement Notes:

## Agent Details

Agent Last Name: MCCLONE

License:

Address 1:

Address 2:

City:

State / Province:

Postal Code:

Country: USA

Phone:

Agent ID: 48416

Agent Type:

Extn.



IMG\_0284

Claim Reference Id: AG73213-1

File Name: PHOTO9

File Date: 12/23/2016

Label: IMG\_0284

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0285

Claim Reference Id: AG73213-1

File Name: PHOTO10

File Date: 12/23/2016

Label: IMG\_0285

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0286

Claim Reference Id: AG73213-1

File Name: PHOTO11

File Date: 12/23/2016

Label: IMG\_0286

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0287

Claim Reference Id: AG73213-1

File Name: PHOTO4

File Date: 12/23/2016

Label: IMG\_0287

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01





IMG\_0288

Claim Reference Id: AG73213-1

File Name: PHOTO8

File Date: 12/23/2016

Label: IMG\_0288

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0289

Claim Reference Id: AG73213-1

File Name: PHOTO1

File Date: 12/23/2016

Label: IMG\_0289

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0290

Claim Reference Id: AG73213-1

File Name: PHOTO6

File Date: 12/23/2016

Label: IMG\_0290

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0291

Claim Reference Id: AG73213-1

File Name: PHOTO2

File Date: 12/23/2016

Label: IMG\_0291

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0292

Claim Reference Id: AG73213-1

File Name: PHOTO7

File Date: 12/23/2016

Label: IMG\_0292

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01



IMG\_0293

Claim Reference Id: AG73213-1

File Name: PHOTO3

File Date: 12/23/2016

Label: IMG\_0293

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01

19296 miles

IMG\_0294

Claim Reference Id: AG73213-1

File Name: PHOTOS

File Date: 12/23/2016

Label: IMG\_0294

Note: Style:2014,DODG,Grand Caravan  
SE|LossDate:12/12/2016|ClaimRepresentative:MALNO  
RY|ShopName:VAN HORN  
HYUNDAI|VIN:2C4RDGBG7ER378571|InsuranceCo

Photo Location: VAN HORN HYUNDAI

Photo Taken By: Chris Brunner

Estimate Indicator: E01

III

4.4

R. O. No. 339 - 15 - 16. By CITY CLERK. April 18, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jason P. Hietala et al.

~~Finance of~~  
new Council  
4/17/17 file

---

City Clerk



STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD.  
FORT MILL, SC 29715

Plaintiff

CIRCUIT COURT BRANCH #6  
JAMES BOLGERT  
615 N SIXTH STREET  
SHEBOYGAN WI 53081

SUMMONS

Case No. 16CV0178

Vs.

Case Code No. 30404

JASON P. HIETALA  
914 KENTUCKY AVENUE  
SHEBOYGAN, WI 53081

Process Server Patricia J. Lamb  
 Date 4/11/16 Time 11:30 A.M. - P.M.  
 Served Upon Janet J. Timan  
828 Center Ave. #104 Sheboygan  
 Personal  Substitute  
 Posted  Corporate

JULIE PARKER-HIETALA F/K/A J  
PARKER  
914 KENTUCKY AVENUE  
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN, DEPARTMENT  
OF CITY DEVELOPMENT  
828 CENTER AVE., SUITE 104  
SHEBOYGAN, WI 53081

SHEBOYGAN COUNTY  
 CLERK OF CIRCUIT COURT  
 16 APR -1 P4:36

Defendants

**SUMMONS**

THE STATE OF WISCONSIN

To each person named above as Defendant:

**YOU ARE HEREBY NOTIFIED** that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, 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:

**Melody Lorge  
Clerk of Courts  
Sheboygan County Courthouse  
615 N. 6th Street  
Sheboygan, WI 53081**

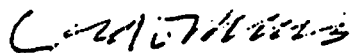
And to plaintiff's attorneys, whose address is:

**Cord J. Harris  
Johnson, Blumberg & Associates, LLC.  
230 W. Monroe Street, Suite 1125  
Chicago, IL 60606**

You may have an attorney help or represent you.

If you do not provide an 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 anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the 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: March 31, 2016



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**Cord J. Harris  
State Bar No. 1096301  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 16 0222**

WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD.  
FORT MILL, SC 29715

Plaintiff

COMPLAINT

Case No. 16CV0178

Vs.

Case Code No. 30404

JASON P. HIETALA  
914 KENTUCKY AVENUE  
SHEBOYGAN, WI 53081

JULIE PARKER-HIETALA F/K/A JULIE  
PARKER  
914 KENTUCKY AVENUE  
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN, DEPARTMENT  
OF CITY DEVELOPMENT  
828 CENTER AVE., SUITE 104  
SHEBOYGAN, WI 53081

Defendants

Now Comes Wells Fargo Bank, N.A., Plaintiff, by its attorney, Cord J. Harris of Johnson, Blumberg & Associates, LLC., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker are adults who executed a mortgage that is the subject of this foreclosure action against the property located at 914 Kentucky Avenue, Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendants.
3. That the mortgaged real estate is presently owned by Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker.
4. On or about August 28, 2003, for value received Jason P. Hietala and Julie Parker-Hietala f/k/a Julie Parker executed and delivered to USB Home Lending, a Division of Universal Savings Bank, FA, a note in writing dated that date and thereby promised to pay the

SHEBOYGAN COUNTY  
 WISCONSIN  
 16 APR -1 P4:36  
 CLERK OF COURT

principal balance of SEVENTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$72,500.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.

5. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendants duly executed a mortgage to Mortgage Electronic Registrations Systems, Inc., solely as nominee for USB Home Lending, a Division of Universal Savings Bank, FA, which mortgage was dated on August 28, 2003 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on September 4, 2003 as Document Number 1705961.
6. Subsequently, Mortgage Electronic Registrations Systems, Inc., solely as nominee for USB Home Lending, a Division of Universal Savings Bank, FA assigned said mortgage to Wells Fargo Bank, N.A. and a true copy of said assignment is attached as Exhibit C. Plaintiff is the current holder of said mortgage.
7. The mortgagor defendants failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for November 1, 2015 to the present, and there is now due and owing to Plaintiff the principal sum of \$67,513.10, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.
8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendants in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
9. The property consists of a one to four unit family residence commonly known as 914 Kentucky Avenue, Sheboygan, WI 53081. Upon information and belief, the premises is owner occupied and has not been abandoned by the mortgagor defendants. The legal description of the property is stated on the recorded mortgage and is as follows:

**THE EAST ONE-HALF (1/2) OF LOT TEN (10) IN BLOCK TWO HUNDRED SIXTY (260) IN ORIGINAL PLAT, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF**

**TAX KEY NO: 59281300850**
10. That the mortgagor defendants expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six

(6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against any of the defendants and consents 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.

11. City of Sheboygan, Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Jason P. Hietala and Julie Parker-Hietala to City of Sheboygan, Department of City Development for \$10,000.00 dated August 10, 2005 and recorded on August 11, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1773596 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
12. City of Sheboygan, Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Jason P. Hietala and Julie Parker-Hietala to City of Sheboygan, Department of City Development for \$15,262.00 dated August 10, 2005 and recorded on August 19, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1774438 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
13. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

**WHEREFORE, Plaintiff demands judgment:**

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a five (5) week redemption period. In the event the subject property is determined to be not owner-

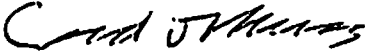
occupied pursuant to section 846.103 of the Wisconsin Statutes, Plaintiff demands a three (3) month redemption period.

2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 31, 2016

Respectfully submitted,

Wells Fargo Bank, N.A.

By:   
Cord J. Harris State Bar No. 1096301  
Johnson, Blumberg & Associates, LLC.  
Attorney for Plaintiff

Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 16 0222

**Mailing Address:**  
230 W. Monroe St., Suite 1125  
Chicago, IL 60606

LOAN NO.: REDACT

**NOTE**  
(WISCONSIN FIXED RATE)

MIN: REDACTED

**AUGUST 28, 2003**  
(Date)

**SHEBOYGAN**  
(City)

**WI**  
(State)

**914 KENTUCKY AVE**  
**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. \$ **72,500.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **USB HOME LENDING, A DIVISION OF**

**UNIVERSAL SAVINGS BANK, FA**

I will make all payments under this Note in the form of cash, check or money order.

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.875** %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1ST** day of each month beginning on **OCTOBER 1, 2003**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **SEPTEMBER 1, 2033**, 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 **754 N. 4TH STREET, MILWAUKEE, WI 53203** 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. \$ **476.27**

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

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

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

## 10. UNIFORM SECURED NOTE

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



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

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

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

Jason P. Hietala (Seal)  
JASON P HIETALA  
Borrower

Julie Parker (Seal)  
JULIE PARKER  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

[Sign Original Only]

~~PAY TO THE ORDER OF  
WITHOUT RECOURSE  
USB HOME LENDING, A DIVISION OF  
UNIVERSAL SAVINGS BANK F.A.  
\_\_\_\_\_  
ALEX J. HOFFMANN, PRESIDENT  
OR KATE M. STAHR, AVP~~

PAY TO THE ORDER OF  
WELLS FARGO HOME MORTGAGE, INC.  
WITHOUT RECOURSE  
USB HOME LENDING, A DIVISION OF  
UNIVERSAL SAVINGS BANK F.A.  
\_\_\_\_\_  
ALEX J. HOFFMANN, PRESIDENT  
OR KATE M. STAHR, AVP  
ADP

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.

*Amy Sharr*  
Amy Sharr  
Vice President, Loan Documentation

TO THE ORDER OF

TO THE ORDER OF  
TO THE ORDER OF  
TO THE ORDER OF

TO THE ORDER OF

TO THE ORDER OF  
TO THE ORDER OF  
TO THE ORDER OF

TO THE ORDER OF  
TO THE ORDER OF

**MORTGAGE**

1705961

SHEBOYGAN COUNTY, WI  
RECORDED ON

09/04/2003 09:48AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 35.00  
TRANSFER FEE:

STAFF ID 11  
TRANS # 28651

# OF PAGES: 13

After Recording Return To:  
USB HOME LENDING  
754 N. 4TH STREET, #400  
MILWAUKEE, WI 53203

Parcel Identification Number (PIN) # 58281300950

LOAN NO.: WH20697

(Place Above This Line For Recording Data)

MIN REDACTED

Legibility Impaired

**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 **AUGUST 28, 2003** together with all Riders to this document.

(B) "Borrower" is **JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **USB HOME LENDING, A DIVISION OF**

Lender is a **UNIVERSAL SAVINGS BANK, FA** organized and existing under the laws of **THE STATE OF UNITED STATES**  
Lender's address is **754 N 4TH STREET #444**  
**MILWAUKEE, WI 53203**

(E) "Note" means the promissory note signed by Borrower and dated **AUGUST 28, 2003**  
The Note states that Borrower owes Lender **SEVENTY-TWO THOUSAND FIVE HUNDRED AND 00/100**  
Dollars (U.S. \$ **72,500.00** ) plus interest. Borrower has promised to pay this debt in regular  
Periodic Payments and to pay the debt in full not later than **SEPTEMBER 1, 2033**

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

(G) "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.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider  | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider  |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider                     |  |
| <input type="checkbox"/> Other(s) (specify)     |   |  |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(Q) "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.

Legibility Impaired

**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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY  
(Type of Recording Jurisdiction)

of

SHEBOYGAN  
(Name of Recording Jurisdiction)

**THE EAST 1/2 OF LOT 10, BLOCK 260, ORIGINAL PLAT, CITY OF SHEBOYGAN,  
ACCORDING TO THE RECORDED PLAT THEREOF.**

**THIS IS A FIRST MORTGAGE.  
THIS IS HOMESTEAD PROPERTY.  
THIS IS A PURCHASE MONEY MORTGAGE.**

**Legibility Impaired**

which currently has the address of

914 KENTUCKY AVE  
(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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

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.

*JP + JPH*

## Legibility Impaired

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. **Property Insurance.** Borrower shall keep the Improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and

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subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to



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Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

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pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this

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Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, 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,

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as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

JR + JPH

## Legibility Impaired

**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.

JR + JPH

**Legibility Impaired**

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:

\_\_\_\_\_  
*Jason P Hietala 8/29/03*  
(Seal)  
JASON P HIETALA -Borrower

\_\_\_\_\_  
*Julie Parker 8/29/03*  
(Seal)  
JULIE PARKER -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Space Below This Line For Acknowledgment)

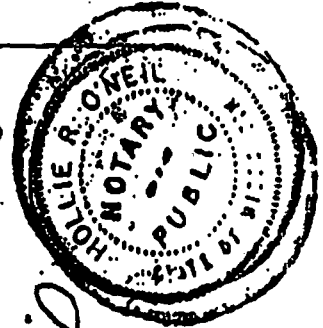
STATE OF WISCONSIN, COUNTY OF

*Sheboygan*

The foregoing instrument was acknowledged before me this

DAY OF , 20  
(date)

by  
JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS



My commission expires:

*9-12-04*

(Person acknowledging)

*Hollie R. O'Neil*

Notary Public, State of Wisconsin

This instrument was prepared by  
JODI LESSNER

\*\*\*Send All Notices to Assignee\*\*\*

RECORDING REQUESTED BY:  
WELLS FARGO BANK, N.A.  
1701 WELLS FARGO WAY  
MAC X9999-018  
MINNEAPOLIS MN 55467-8000  
WHEN RECORDED MAIL TO:  
WELLS FARGO BANK, N.A.  
DEFAULT ASSIGNMENT  
MAC: X9999-018  
PO BOX 1629  
MINNEAPOLIS, MN 55440-9790

1946714  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
06/14/2012 1:43 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
EXEMPTION #  
Cashier ID: 9  
PAGE: 1

Parcel Identifier No: 59281300850

ASSIGNMENT OF MORTGAGE

REDACTED

MERS ID: REDACTED  
MERS Telephone: REDACTED

For Value Received, the undersigned holder of a Mortgage, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS, (herein "Assignor") whose address is BOX 2026 FLINT MI 48501 1901 E VOORHEES ST STE C, DANVILLE, IL 61834, does hereby grant, sell, assign, transfer, and convey, unto WELLS FARGO BANK, NA (herein "Assignee"), whose address is 1 HOME CAMPUS, DES MOINES, IA 50328, a certain Mortgage dated 08/28/2003, made and executed by JASON P HIETALA AND JULIE PARKER, AS UNMARRIED INDIVIDUALS, to and in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS, upon the following described property. Such Mortgage having been given to secure payment of \$72500.00 which Mortgage was recorded on 09/04/2003 in Book, Volume or Liber No., at Page, as Document No. 1705961 of the Records of Sheboygan County, State of WI, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Legal Description: THE EAST 1/2 OF LOT 10, BLOCK 260, ORIGINAL PLAT, CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

Located at: 914 KENTUCKY AVE, SHEBOYGAN, WI 53081

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 06/14/2012.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNIVERSAL SAVINGS BANK, F.A., ITS SUCCESSORS AND ASSIGNS

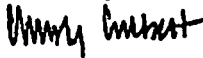


NICHOLAS J. WOLF, Assistant Secretary

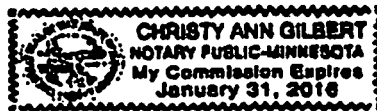
STATE OF MN  
COUNTY OF Dakota } S.S.

On 06/14/2012, before me CHRISTY ANN GILBERT, Notary Public, personally appeared NICHOLAS J. WOLF, Assistant Secretary personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



CHRISTY ANN GILBERT  
Commission #: 31041849  
Expires: 01/31/2016



Prepared By: KATHRYN LING

eRecorded  
Exhibit C



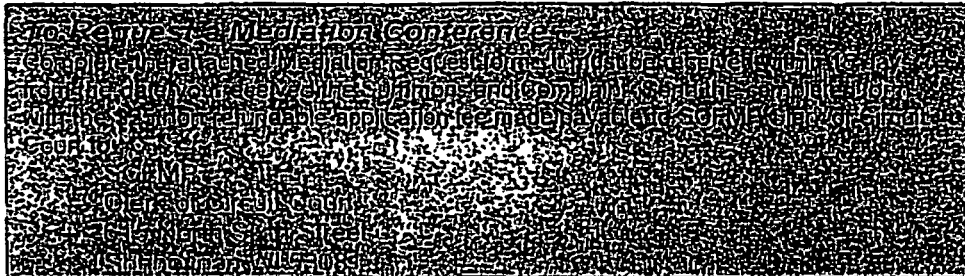
Sheboygan County Courthouse  
615 South Sixth Street  
Sheboygan, Wisconsin  
53081

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.



**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

II

4.3

R. O. No. 154-16-17. By CITY CLERK. November 7, 2016.

Submitting a Summons and Petition for Writ of Mandamus in the matter of Robert L. Elliott v City of Sheboygan et al.

~~Finance~~  
4/17/17 - file

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City Clerk

ROBERT L. ELLIOTT,

Petitioner,

Case No.: **16CV0584**

v.

Class Code: 30952

CITY OF SHEBOYGAN  
828 Center Avenue  
Sheboygan, WI 53081

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

CITY OF SHEBOYGAN POLICE DEPARTMENT  
828 Center Avenue  
Sheboygan, WI 53081

COUNTY OF SHEBOYGAN  
508 New York Avenue  
Sheboygan, WI 53081

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT  
525 N. Sixth Street  
Sheboygan, WI 53081

Respondents.

Clerk Circuit Court  
FILED  
2016 OCT 26 P 1:44  
SHEBOYGAN COUNTY  
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN to the Respondents named above:

You are hereby notified that the Petitioner named above has filed a PETITION FOR WRIT OF MANDAMU against you, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this PETITION, 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 requirement of the statutes. The Answer must be sent or delivered to the Clerk of Court, Sheboygan County Courthouse, whose address is 615 N. 6<sup>th</sup> Street, Sheboygan, WI 53081, and to ROBERT L. ELLIOTT, Attorney *RL* Law, the Petitioner,

Process Server  
Date 10/26/16 Time 3:20 A.M. - P.M.  
Served Upon Sheriff's Dept  
828 Center Ave #107 Sheboygan  
 Personal       Substitute  
 Posted         Corporate

11-17-11

SHERRILL W. BERRY  
KENT COUNTY  
CLERK OF DISTRICT COURT

11-17-11

( ) Personal  
 ( ) Substituted  
 ( ) Corporate

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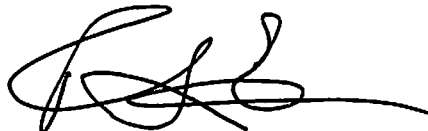
Served Upon \_\_\_\_\_  
 Date \_\_\_\_\_ Time \_\_\_\_\_ A.M. - P.M.  
 Person Served: \_\_\_\_\_

address is 735 North Water Street, Suite 1212, Milwaukee, WI 53202.  
You may have an attorney help or represent you.

If you do not provide a proper Answer within 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 PETITION. 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, WI this 24<sup>th</sup> day of October, 2016.

ROBERT L. ELLIOTT, Petitioner



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ROBERT L. ELLIOTT  
SBN: 1013862

P.O. ADDRESS:  
735 N. Water Street, #1212  
Milwaukee, WI 53202  
(414)225-9000  
rl@attorneyelliott.com

ROBERT L. ELLIOTT,  
Petitioner,

Case No.: **16CV0584**

v.

Class Code: 30952

CITY OF SHEBOYGAN  
828 Center Avenue  
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT  
828 Center Avenue  
Sheboygan, WI 53081

COUNTY OF SHEBOYGAN  
508 New York Avenue  
Sheboygan, WI 53081

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT  
525 N. Sixth Street  
Sheboygan, WI 53081

Respondents.

**CLERK CIRCUIT COURT  
FILED  
2016 OCT 26 P 1:44  
SHEBOYGAN COUNTY  
WISCONSIN**

**PETITION FOR WRIT OF MANDAMUS**

Petitioner Attorney Robert L. Elliott hereby petitions the Court for a Writ of Mandamus based upon the following:

JURISDICTION AND VENUE

1. This court has jurisdiction in this case under Wis. Stats. §§19.37(1) and 801.05(3).
2. This court has venue in this case under Wis. Stats. §§801.50(2).

FACTS

3. I am an adult individual residing in Milwaukee County.
4. Pursuant to §19.35 Wis. Stats. I made an Open Records Request,



and subsequent follow ups, of the City of Sheboygan, the City of Sheboygan Police Department and the Sheboygan County Sheriff's Department.

**City of Sheboygan**

5. Attached as Exhibit 1 is a true and correct copy of my August 18, 2016 Open Records Request which was mailed to the City of Sheboygan. I heard nothing from the City of Sheboygan and then on September 14, 2016, I sent a fax to the City of Sheboygan reminding it that it had not responded to my Open Records Request.

6. Subsequently, through correspondence by email and letters back and forth between City Attorney Charles Adams for the City of Sheboygan, Attorney Adams first stated that I had not served an Open Records Request upon the City of Sheboygan. (See his email to me dated September 19, 2016 at 8:10 a.m.) In response, at 8:20 a.m. I responded to Attorney Adams and gave him a copy of my Open Records Request along with my fax to the City on September 14, 2016 again giving it a copy of my Open Records Request.

7. Subsequent communications from the City of Sheboygan by Attorney Adams stated that an Open Records Request would have to be made to one of the City's Departments in order to get the City's records that were responsive to my Open Records Request. Attorney Adams did not advise which City Departments these records might be kept in. I advised Attorney Adams that it was not up to a citizen making an Open Records Request to guess as to which sub-divisions of a city it might be holding its records. Since the City is a legal entity and my Open Records Request was directed to that legal entity, it then becomes the City's burden under §19.35 to review all of its records, wherever they may be held within the City's Departments, and respond to the Open Records Request.

8. Nevertheless, on October 3, 2016 I served a second Open Records Request on the City of Sheboygan, by Attorney Adams asking it to identify each Record Custodian subdivision of the City of Sheboygan where records called for in my August 18, 2016 Open Records Request might be located. I have received no response to that.

9. The only item given to me by the City of Sheboygan were a response dated October 7, 2016 from the Human Resources Department of the City of Sheboygan. I have received no other records from the City of Sheboygan or any of its subdivisions.

#### **Sheboygan Police Department**

10. Attached as Exhibit 2 is a true and correct copy of all of my communications with the City of Sheboygan Police Department regarding my Open Records Request, including a copy of my August 18, 2016 Open Records Request to the City of Sheboygan Police Department, my fax to the City of Sheboygan Police Department dated September 14, 2016 reminding it that it had not responded to my original Open Records Request. On that same date the Chief of Police did respond and acknowledged my Open Records Request but did not respond alleging, in part, there was still "investigation of the criminal conduct" which remained open. This is patently invalid excuse since the Office of the District Attorney for Sheboygan County has published its findings regarding this shooting dated July 17, 2016, a copy of which is attached as Exhibit 3 and the City of Sheboygan Police Department has published the results of its own investigation to the public dated August 2, 2016, a copy of which is attached as Exhibit 4.

11. On September 22, 2016 I did receive a response from the Police Chief providing me with a number of copies of computer screens, all of

which were basically minimally responsive to two categories of my Open Records Request.

12. On October 3, 2016 I wrote to the Police Chief to remind him that he had not responded to most of the categories of my Open Records Request. On October 5, 2016 I received a non-response from Chief Domagalski. On October 18, 2016 I again wrote to Chief Domagalski and asked for a response to my Open Records Request. I have received no response.

#### **Sheboygan County**

13. Attached hereto as Exhibit 5 is a true and correct copy of the correspondence I have had with Sheboygan County regarding my Open Records Request.

14. Included in Exhibit 5 is a copy of my August 18, 2016 Open Records Request to the County of Sheboygan. In response, I received a letter dated August 29, 2016 from Corporation Counsel Attorney Carl K. Buesing stating why Sheboygan County was not producing any documents. Subsequent correspondence between Attorney Buesing and myself has not produced any documents. With Attorney Buesing's letter of October 5, 2016 he produced a copy of the Sheboygan Police Department's Policy Manual and the Training History Reports for the two officers involved, and no other documents, copies of which are included in Exhibit 5.

15. Sheboygan County has not even provided me with a copy of its District Attorneys' office published FINDINGS REGARDING THE SHOOTING, a copy of which I obtained from another source and which is attached hereto as Exhibit 3.

**Sheboygan County Sheriff's Department**

16. Attached hereto as Exhibit 6 is a true and correct copy of all of the correspondence I have had with the Sheboygan County Sheriff's Department regarding my Open Records Request. Included in these materials is a copy of my August 18, 2016 Open Records Request to the Sheboygan County Sheriff's Department. I have received no response to that Open Records Request at any time. Included within Exhibit 6 is a copy of my September 14, 2016 reminder to the Sheboygan County Sheriff's Department that I have not received a response to my Open Records Request, and a copy of my October 3, 2016 fax to the Sheboygan County Sheriff's Department reminding it that I still had not received any response to my Open Records Request.

17. I estimate that I have spent approximately 20 hours in attempting to get the Respondents' responses to my Open Records Request, including preparing and filing this PETITION FOR WIRT OF MANDAMUS. I am an attorney practicing in the State of Wisconsin in excess of 46 years and I currently bill at the rate of \$600.00 per hour, in the infrequent times when I bill by the hour.

Respectfully submitted this 24 day of October, 2016.


ROBERT L. ELLIOTT, Petitioner



ROBERT L. ELLIOTT  
SBN: 1013862

735 N. Water Street, #1212  
Milwaukee, WI 53202 (414)225-9000

Signed and sworn to before me  
on this 24 day of October, 2016.

  
Notary Public, State of Wisconsin  
My commission expires 10/29/19

Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

August 18, 2016

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

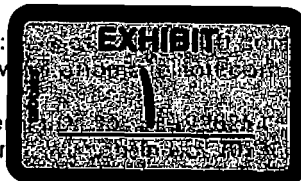
Re: July 17, 2016 shooting at Union Ave Tap

Dear Sir or Madam:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, be produced to me in their original format, within the possession or control of the City of Sheboygan regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;

e-mail:  
web: v  
Fede  
State Bar

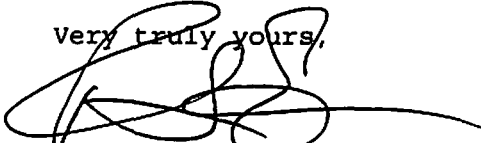


- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosure

cc: Client (via email)

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

September 14, 2016

Via fax: 920-459-2917

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081


Re: July 17, 2016 shooting at Union Ave Tap

Dear Sir or Madam:

I am attaching a copy of my Open Records Request dated August 18, 2016. As I am sure you are familiar with, the statutes require that a complete response to that be provided to me as soon as practicable. §19.35(4) Wis. Stats.

You have not provided to me a response to this Open Records Request as soon as practicable. Please provide to me within three business days of this fax a complete response to all categories of my August 18, 2016 Open Records Request so that I do not have to bring a Mandamus action against your Department to get those materials.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosure

cc: Client (via email)

e-mail: [rlle@attorneyelliott.com](mailto:rlle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

**FAX COVER SHEET**

<b>TO</b>	
<b>COMPANY</b>	
<b>FAXNUMBER</b>	19204692917
<b>FROM</b>	DebCiszewski
<b>DATE</b>	2016-08-14 14:58:14 GMT
<b>RE</b>	ORR

**COVER MESSAGE**

**DebCiszewski  
Paralegal**

**Office of Attorney Robert L. Elliott  
735 N. Water Street  
Suite 1212  
Milwaukee, WI 53202  
414-225-9000  
Fax: 921-9783**



## Robert Elliott

---

**From:** Adams, Charles <Charles.Adams@sheboyganwi.gov>  
**Sent:** Thursday, September 15, 2016 8:16 AM  
**To:** Robert Elliott  
**Subject:** RE: Your fax to the City of Sheboygan Clerk

Dear Attorney Elliott--

The City of Sheboygan Clerk forwarded me the attached fax which they received from you. I am responding on her behalf. I am responding via email so that you may receive a timely response. Please confirm receipt.

Please be advised of the following:

The City Clerks' office has received no prior request from you (dated August 18 or otherwise) for the information requested.

While you claim to have attached a copy of an alleged August 18 request, it is not attached. Since we received two pages from you, and the fax indicates you sent two pages, this is would appear not an issue with the fax machine.

The City Clerk's office is not the custodian of any records related to the July 17, 2016 shooting at Union Avenue Tap. As such, it has no such records to provide you.

Perhaps you meant to request police reports from the City of Sheboygan Police Department? They would be the custodian of, for example, certain police reports related to the incident. If so, you should make the request of the Police Department. The Sheboygan Police Department may be reached by emailing [Jacqueline.Schefsky@sheboyganwi.gov](mailto:Jacqueline.Schefsky@sheboyganwi.gov), by calling (920) 459-3333 or writing to them at 1315 N. 23<sup>rd</sup> St., Sheboygan, WI 53081. You may also make an online request at <http://sheboyganpolice.com/regulations/open-records-request/>. It is likely the SPD still maintains a fax line even in the current day and age, but I do not know it, nor do I have a record of it in my contact information.

Perhaps you are confusing the county and the city? I am aware that you made an open records request to the county in late August, a request which was denied by the Corporation Counsel, Carl Buesing. I am also aware, however, that he wrote you again recently (on September 9) to inform you that county records were available and to ask whether you still wish to receive those records, or whether you would prefer to make a request of the City Police Department. If your communication was meant for the county, I suggest contacting Attorney Buesing. I have enclosed copies of his letters to you. Those letters include contact information.

If I am mistaken, and you are requesting records of which the City Clerk is the custodian (i.e., Union Avenue Tap's liquor license application), please make the request and set forth what documents you are requesting, and the Clerk's office would be happy to be of service.

Thank you,

Charles Adams  
City Attorney

c: Sue Richards, Atty. Carl Buesing, Chief Chris Domagalski, Jackie Schefsky

**Robert Elliott**

---

**From:** Robert Elliott  
**Sent:** Friday, September 16, 2016 7:48 AM  
**To:** 'Charles.Adams@sheboyganwi.gov'  
**Subject:** Open Records Request  
**Attachments:** 20160916\_075545.pdf

Attorney Adams:

In reply to your email of 9-15, I have to admit I confused.

My August 18, 2016 Open Records Request was addressed to the City of Sheboygan, not the City Clerk. That is probably why the Clerk does not have it. It was not returned to us undelivered so I assume the postal service delivered it to whomever the City has designated as the recipient of mail addressed to the "City of Sheboygan". I did not seek any records specifically held by the City Clerk. I sought records held by the municipal entity of the City of Sheboygan in any and all of its departments. This is not an unusual concept in Open Records Requests. It becomes the duty of the City to search all of its departments for those records, including its police department. It is not up to the requestor to guess which municipal entity department has which records. It is the entity's obligation to search the records of all of its departments and produce the records it, as an entity, has possession or control of.

Because it has been my experience in litigating with municipalities that some departments are treated internally as separate entities for purposes of records maintained, I also sent a separate Open Records Request to the City of Sheboygan Police. Nonetheless, I expect the City to respond separately and completely to my Open Records Request to it, and to do so as soon as practicable, including producing the requested records of its police department. I am attaching a copy of a 9-14 letter from the Police Department I received by email yesterday. If you wish me to deal with that City department through you, I am happy to do so. Please advise since Chief Domagalski's letter contains several inaccuracies which need to be addressed.

I not confusing the City and the County. I have given an Open Records Request to the County as well as to the Sheriff.

I would appreciate it if you would see to it that the City searches all departments' records it has possession or control over, including audio, video or electronically-stored records, and produce those records as soon as practicable. Please do not, as some other agencies or entities have done, respond that we can get those records from some other agency. I have asked for and am entitled to see the City of Sheboygan's copies of the requested records regardless of whether I can or will get them from other entities.

Thank you for your assistance and prompt response.

From the Citadel of Justice

Attorney Robert L. Elliott  
735 N. Water St.  
Suite 1212  
Milwaukee, Wisconsin 53202  
414-225-9000

414-921-9788 (fax)

[rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)

Federal tax ID No. 39-1928264

This is a transmission from Attorney Robert L. Elliott and may contain information which is privileged, confidential and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at our telephone number 414-225-9000.



City of  
**Sheboygan**  
spirit on the lake.

September 14, 2016

Robert L Elliott Attorney at Law  
735 North Water St., Suite 1212  
Milwaukee, WI 53202

Re: July 17, 2016 Shooting at Union Ave Tap

Attorney Elliott:

This letter acknowledges your open records request dated August 18, 2016 requesting all records regarding:

- A. The Shooting on July 17, 2016 at the Union Ave Tap;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Items identified in the scope of review section of the District Attorney's finding;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;
- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton;
- K. Officer Brandon Kehoe;
- L. 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. Records used to prepare the Sheboygan Police Department Criminal Investigation case Report, C16-13843.

DEPARTMENT  
OF POLICE

1315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

920/459-3333  
FAX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

Your request is under review. The Sheboygan Police Department is using all diligent speed to comply with your request, noting that this is an in-depth process. Case law allows a reasonable time to respond and gather items. "While the state favors the opening of public records to public scrutiny, we may not in furtherance of this policy create a system that would so burden the records custodian that the normal functioning of the office would be severely impaired." Schopper v. Gehring, 1997.



City of  
**Sheboygan**  
spirit on the lake.

Prior to releasing the requested records, a cost estimate will be provided to you. Additionally, prior to releasing records related to personnel files we will follow WI Stat. 19.356, Notice to record subject: right of action.

Additionally, in reviewing your request items A,B,C,D,L,M,and N refer to the same records. When fulfilling your request we will provide all of the information sought, but we will not provide you with redundant record sets containing the same information unless you notify us clarifying that you specifically request we do so.

Finally in reviewing your request as to records requested under items A,B,C,D,L,M, and N. All of these records, as you are aware, are regarding the shooting incident on July 17, 2016 at the Union Avenue Tap involving Kevin Higgins. Although the review of the death investigation by the Sheboygan District Attorney's Office is complete, the investigation of the criminal conduct remains an open and continuing investigation as some of the testing and reports are not complete, including the ballistic tests that you requested in item A. In applying the "exceptional case" public policy balancing test to the specific facts before me regarding these items, I conclude that the public's interest in keeping these records confidential during the pendency of the investigation overcomes the presumptive public interest in disclosure. However, when the investigation is complete these records will be released as requested and we will begin preparing them for release so as to expedite their release to you in the near future when the investigation is complete.

Pursuant to the provisions of Wis. Stat. § 19.35(4) our decision denying portions of your request are subject to review by *mandamus* action under Wis. Stat. § 19.37(1) or upon application to the Wisconsin Attorney General or the Sheboygan County District Attorney.

Sincerely,

Christopher Domagalski  
Chief of Police  
Sheboygan Police Department

DEPARTMENT  
OF POLICE

1315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

920/459-3333  
FAX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

## Robert Elliott

---

**From:** Robert Elliott  
**Sent:** Monday, September 19, 2016 6:59 AM  
**To:** 'Adams, Charles'  
**Subject:** RE: Open Records Request

Attorney Adams:

The City Clerk's office is only a department of the legal entity – the City. The City is the ultimate legal custodian of all of the records of all of its departments, including the police, for that matter. It is the City that has the statutory obligation to search all of its records in all of its departments to respond to the Open Records Request it did receive a month ago. It is not the requestor's obligation to guess which department of the City has some of its records. Also your email refers to the shooting at the Union Avenue Tap. While that is clearly the subject of some of the Open Records Request, there are records asked for in other areas - e.g. training and testing materials for the officers involved. Someone on behalf of the City needs to read the Open Records Request and respond fully from all of its records.

Please have the City respond completely and fully to the Open Records Request now.

Bob

From the Citadel of Justice

Attorney Robert L. Elliott  
735 N. Water St.  
Suite 1212  
Milwaukee, Wisconsin 53202  
414-225-9000  
414-921-9783 (fax)  
[rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
Federal tax ID No. 39-1928264

This is a transmission from Attorney Robert L. Elliott and may contain information which is privileged, confidential and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at our telephone number 414-225-9000.

**From:** Adams, Charles [mailto:Charles.Adams@sheboyganwi.gov]  
**Sent:** Friday, September 16, 2016 9:36 AM  
**To:** Robert Elliott <rle@attorneyelliott.com>  
**Subject:** RE: Open Records Request

Attorney Elliott:

As to your request to the SPD, you may deal directly with them. They are the custodian of their records.

As best I can determine, no request, other than your September 14 fax to the City Clerk's Department has ever been received by any City department other than the SPD. We cannot respond to a request we don't have. To this day, I still have no idea what you are requesting—the attachment to your email today was Chief Domagalski's response to your request to him, not your request (either to the SPD or to the City "in general.")

If you have a request for documents, you may make that request of the custodian of the records you are looking for. You will need to identify what it is you are looking for; we cannot guess what it is you may be looking for. We will assist you in determining who may be the custodian if you have difficulty with that. Again, as the focus of your request appears to be the incident at the Union Avenue Tap earlier this year, it appears unlikely that departments other than the SPD (and perhaps the Sheboygan Fire Department) have any records related to the incident. However, if you make a request and set forth what it is you are looking for, we will be happy to assist you in obtaining the documents you are looking for, if they exist.

Chuck Adams  
City Attorney

---

**From:** Robert Elliott [<mailto:rle@attorneyelliott.com>]  
**Sent:** Friday, September 16, 2016 7:48 AM  
**To:** Adams, Charles  
**Subject:** Open Records Request

Attorney Adams:

In reply to your email of 9-15, I have to admit I confused.

My August 18, 2016 Open Records Request was addressed to the City of Sheboygan, not the City Clerk. That is probably why the Clerk does not have it. It was not returned to us undelivered so I assume the postal service delivered it to whomever the City has designated as the recipient of mail addressed to the "City of Sheboygan". I did not seek any records specifically held by the City Clerk. I sought records held by the municipal entity of the City of Sheboygan in any and all of its departments. This is not an unusual concept in Open Records Requests. It becomes the duty of the City to search all of its departments for those records, including its police department. It is not up to the requestor to guess which municipal entity department has which records. It is the entity's obligation to search the records of all of its departments and produce the records it, as an entity, has possession or control of.

Because it has been my experience in litigating with municipalities that some departments are treated internally as separate entities for purposes of records maintained, I also sent a separate Open Records Request to the City of Sheboygan Police. Nonetheless, I expect the City to respond separately and completely to my Open Records Request to it, and to do so as soon as practicable, including producing the requested records of its police department. I am attaching a copy of a 9-14 letter from the Police Department I received by email yesterday. If you wish me to deal with that City department through you, I am happy to do so. Please advise since Chief Domagalski's letter contains several inaccuracies which need to be addressed.

I not confusing the City and the County. I have given an Open Records Request to the County as well as to the Sheriff.

I would appreciate it if you would see to it that the City searches all departments' records it has possession or control over, including audio, video or electronically-stored records, and produce those records as soon as practicable. Please do not, as some other agencies or entities have done, respond that we can get those records from some other agency. I have asked for and am entitled to see the City of Sheboygan's copies of the requested records regardless of whether I can or will get them from other entities.

Thank you for your assistance and prompt response.

From the Citadel of Justice

Attorney Robert L. Elliott  
735 N. Water St.  
Suite 1212  
Milwaukee, Wisconsin 53202  
414-225-9000  
414-921-9783 (fax)  
[rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
Federal tax ID No. 39-1928264

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---

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.



**Robert Elliott**

---

**From:** Adams, Charles <Charles.Adams@sheboyganwi.gov>  
**Sent:** Monday, September 19, 2016 8:10 AM  
**To:** Robert Elliott  
**Subject:** RE: Open Records Request

Read your email. You still haven't sent a request to us. We can't respond to a request we haven't received.

Chuck Adams

---

**From:** Robert Elliott [mailto:rl@attorneyelliott.com]  
**Sent:** Monday, September 19, 2016 7:00 AM  
**To:** Adams, Charles  
**Subject:** RE: Open Records Request

Attorney Adams:

The City Clerk's office is only a department of the legal entity – the City. The City is the ultimate legal custodian of all of the records of all of its departments, including the police, for that matter. It is the City that has the statutory obligation to search all of its records in all of its departments to respond to the Open Records Request it did receive a month ago. It is not the requestor's obligation to guess which department of the City has some of its records. Also your email refers to the shooting at the Union Avenue Tap. While that is clearly the subject of some of the Open Records Request, there are records asked for in other areas - e.g. training and testing materials for the officers involved. Someone on behalf of the City needs to read the Open Records Request and respond fully from all of its records. Please have the City respond completely and fully to the Open Records Request now.  
Bob

From the Citadel of Justice

Attorney Robert L. Elliott  
735 N. Water St.  
Suite 1212  
Milwaukee, Wisconsin 53202  
414-225-9000  
414-921-9783 (fax)  
[rl@attorneyelliott.com](mailto:rl@attorneyelliott.com)  
Federal tax ID No. 39-1928264

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**Robert Elliott**

---

**From:** Robert Elliott  
**Sent:** Monday, September 19, 2016 8:20 AM  
**To:** 'Adams, Charles'  
**Subject:** Open Records Request  
**Attachments:** 20160919\_090905.pdf

Chuck:

I am attaching the Open Records Request to the City sent on 8-18 which has not been returned. Unless the City opens its mail once every other month, it received it. I am also attaching a reminder fax to the City and the confirmation that the fax was received by the City. I am also attaching a letter on City stationary, albeit also referencing its police department, acknowledging the receipt of the 8-18 Open Records Request.

What else does the City require to respond?

Bob

From the Citadel of Justice

Attorney Robert L. Elliott  
735 N. Water St.  
Suite 1212  
Milwaukee, Wisconsin 53202  
414-225-9000  
414-921-9789 (fax)  
[rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
Federal tax ID No. 39-1928264

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# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

August 18, 2016

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Sir or Madam:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, be produced to me in their original format, within the possession or control of the City of Sheboygan regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;

e-mail: [rl@attorneyelliott.com](mailto:rl@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

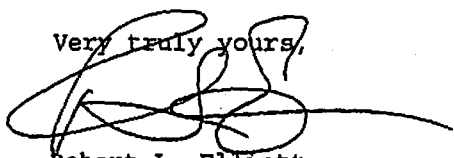
Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosure

cc: Client (via email)

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

September 14, 2016

Via fax: 920-459-2917

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

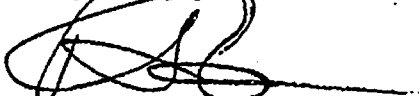
Re: July 17, 2016 shooting at Union Ave Tap

Dear Sir or Madam:

I am attaching a copy of my Open Records Request dated August 18, 2016. As I am sure you are familiar with, the statutes require that a complete response to that be provided to me as soon as practicable. §19.35(4) Wis. Stats.

You have not provided to me a response to this Open Records Request as soon as practicable. Please provide to me within three business days of this fax a complete response to all categories of my August 18, 2016 Open Records Request so that I do not have to bring a Mandamus action against your Department to get those materials.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosure

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

**FAX COVER SHEET**

TO	
COMPANY	
FAXNUMBER	19204592917
FROM	DebCiszewski
DATE	2016-08-14 14:59:14 GMT
RE	ORR

**COVER MESSAGE**

DebCiszewski  
Paralegal

Office of Attorney Robert L. Elliott  
736 N. Water Street  
Suite 1212  
Milwaukee, WI 53202  
414-225-8000  
Fax: 921-9783

Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-226-9000 • Fax 414-921-9783

September 14, 2016

Via fax: 220-459-2917

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Sir or Madam:

I am attaching a copy of my Open Records Request dated August 18, 2016. As I am sure you are familiar with, the statutes require that a complete response to that be provided to me as soon as practicable. §19.35(4) Wis. Stats.

You have not provided to me a response to this Open Records Request as soon as practicable. Please provide to me within three business days of this fax a complete response to all categories of my August 18, 2016 Open Records Request so that I do not have to bring a Mandamus action against your Department to get those materials.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosure

cc: Client (via email)

e-mail: rle@attorneyelliott.com  
web: www.attorneyelliott.com

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013662



September 14, 2016

Robert L Elliott Attorney at Law  
735 North Water St., Suite 1212  
Milwaukee, WI 53202

Re: July 17, 2016 Shooting at Union Ave Tap

Attorney Elliott:

This letter acknowledges your open records request dated August 18, 2016 requesting all records regarding:

- A. The Shooting on July 17, 2016 at the Union Ave Tap;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Items identified in the scope of review section of the District Attorney's finding;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;
- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton;
- K. Officer Brandon Kehoe;
- L. 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. Records used to prepare the Sheboygan Police Department Criminal Investigation case Report, C16-13843.

DEPARTMENT  
OF POLICE

1315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

920/459-3333  
FAX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

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City of  
**Sheboygan**  
spirit on the lake.

Prior to releasing the requested records, a cost estimate will be provided to you. Additionally, prior to releasing records related to personnel files we will follow WI Stat. 19.356, Notice to record subject: right of action.

Additionally, in reviewing your request items A,B,C,D,L,M,and N refer to the same records. When fulfilling your request we will provide all of the information sought, but we will not provide you with redundant record sets containing the same information unless you notify us clarifying that you specifically request we do so.

Finally in reviewing your request as to records requested under items A,B,C,D,L,M, and N. All of these records, as you are aware, are regarding the shooting incident on July 17, 2016 at the Union Avenue Tap involving Kevin Higgins. Although the review of the death investigation by the Sheboygan District Attorney's Office is complete, the investigation of the criminal conduct remains an open and continuing investigation as some of the testing and reports are not complete, including the ballistic tests that you requested in item A. In applying the "exceptional case" public policy balancing test to the specific facts before me regarding these items, I conclude that the public's interest in keeping these records confidential during the pendency of the investigation overcomes the presumptive public interest in disclosure. However, when the investigation is complete these records will be released as requested and we will begin preparing them for release so as to expedite their release to you in the near future when the investigation is complete.

Pursuant to the provisions of Wis. Stat. § 19.35(4) our decision denying portions of your request are subject to review by *mandamus* action under Wis. Stat. § 19.37(1) or upon application to the Wisconsin Attorney General or the Sheboygan County District Attorney.

Sincerely,

Christopher Domagalski  
Chief of Police  
Sheboygan Police Department

DEPARTMENT  
OF POLICE

1315 N 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

920/459-3333  
FAX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

**Robert Elliott**

---

**From:** Robert Elliott  
**Sent:** Monday, September 19, 2016 9:11 AM  
**To:** 'Adams, Charles'  
**Subject:** RE: Open Records Request

Under your interpretation, which the appellate courts don't agree with, the City itself would never have to respond to an Open Records Request directed to the City unless the Open Records Request was directed to a particular department, not the City. If the requestor cannot successfully guess which department is harboring the records, the public has no ability to get copies of records and the City does not respond.

No one has responded with anything to any of my Open Records Requests other than the Regional Response Team. Even from your point of view – that the City only has to provide what some secret department in the City government the public could not possibly guess at from the outside has, the City cannot refuse to provide any response, which is the present state of circumstances after your employer got my 8-18 Open Records Request.

The more the various Sheboygan entities do not respond and horse me around, the more they lead me to believe there is something it does not want me to see, and the more a Mandamus proceeding seems necessary. I really hope it does not come to that.

If I do not get a complete response from the City by Wednesday, I will assume none is coming and will file the Mandamus action and ask for actual fees.

From the Citadel of Justice

Attorney Robert L. Elliott  
735 N. Water St.  
Suite 1212  
Milwaukee, Wisconsin 53202  
414-225-9000  
414-921-9783 (fax)  
[rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
Federal tax ID No. 39-1928264

This is a transmission from Attorney Robert L. Elliott and may contain information which is privileged, confidential and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at our telephone number 414-225-9000.

**From:** Adams, Charles [mailto:Charles.Adams@sheboyganwi.gov]  
**Sent:** Monday, September 19, 2016 9:00 AM

**To:** Robert Elliott <[rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)>  
**Subject:** RE: Open Records Request

The police department received and responded to your request sent to them. No one else received a request until today. You may not like it, but the police department is one entity, other city departments are other entities. Only the actual custodian of records must respond. The PD has responded to your request sent to them. I will respond to the request you sent to me today.

Chuck Adams  
City Attorney

---

**From:** Robert Elliott [<mailto:rle@attorneyelliott.com>]  
**Sent:** Monday, September 19, 2016 8:20 AM  
**To:** Adams, Charles  
**Subject:** Open Records Request

Chuck:

I am attaching the Open Records Request to the City sent on 8-18 which has not been returned. Unless the City opens its mail once every other month, it received it. I am also attaching a reminder fax to the City and the confirmation that the fax was received by the City. I am also attaching a letter on City stationary, albeit also referencing its police department, acknowledging the receipt of the 8-18 Open Records Request.

What else does the City require to respond?

Bob

From the Citadel of Justice

Attorney Robert L. Elliott  
735 N. Water St.  
Suite 1212  
Milwaukee, Wisconsin 53202  
414-225-9000  
414-921-9783 (fax)  
[rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
Federal tax ID No. 39-1928264

This is a transmission from Attorney Robert L. Elliott and may contain information which is privileged, confidential and protected by the attorney-client or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at our telephone number 414-225-9000.

**NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.**



Klesing  
ORR - cf of  
Sheboygan

September 26, 2016

VIA E-MAIL AND U.S. MAIL  
rle@attorneyelliott.com

Attorney Robert L. Elliott  
735 N. Water St., Suite 1212  
Milwaukee, WI 53202

Re: Open Records Request

Dear Attorney Elliott:

This letter is in response to your open records request dated August 18, 2016, but first received via e-mail on September 19, 2016.

First, I would note that your request indicates that it is regarding the "July 17, 2016 shooting at Union Ave Tap." Please be advised that the City of Sheboygan Police Department is the custodian of any of its records it may have on this incident. I am aware, both from correspondence with you and with our police department, that you did file a separate open records request with the Sheboygan Police Department and that a response has been made to that request. Thus, no further response will be forthcoming from me regarding police department records. Rather, my response relates only to records that may be kept at City Hall and for which various City department heads may be the custodian. Thus, as to your requests in paragraph A, C, D, H, I, L, M and N, all of which relate to records kept only at the Sheboygan Police Department, there is no further response other than to say that no City Hall department is the custodian of any such records.

As to paragraphs B, E, F, G, J and K, I would again note that, as it relates to the July 17, 2016 shooting at Union Avenue Tap, there are no further records of which any City Hall department is the custodian. The Sheboygan Police Department would be the custodian of any such records related to the shooting. However, you have indicated in our e-mail correspondence regarding this matter that you are requesting additional records and that you are requesting all records related to the items requested, not necessarily related to the July 17th

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

SEP 28 2016

Attorney Robert L. Elliott  
September 26, 2016  
Page 2

incident. However, Section 19.35(1)(h), Wis. Stats. requires that any request for records be reasonably specific as to the subject matter and length of time involved. Your expansion of your request as it relates to issues beyond the July 17, 2016 shooting at Union Avenue Tap is not reasonably specific and is unreasonably burdensome because it does not give a time frame or a scope of documents you are looking for. Additionally, records custodians should not have to guess at which records the requester desires. See Schopper v. Gehring, 210 Wis. 2d 208 and Seifert v. School District of Sheboygan Falls, 2007 WI App 207.

I did request via e-mail that you clarify the scope of your request. You have not yet done so. I even provided some suggestions as to the type of records you might be looking for related to the names or items in your request, such as alcohol beverage license applications, e-mails, etc. However, without knowing what it is you are looking for, it is impossible for us to respond. I am willing to make any necessary response once you tell me what it is that you are looking for beyond records related to the July 17th shooting.

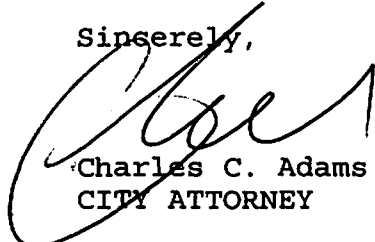
Finally, regarding items J and K, the vast majority of the records related to these items are also kept by the Sheboygan Police Department and the Chief of Police is the custodian of those records as well. Again, I would note that he has previously responded to your request via a letter dated September 14, 2016, and I will not be responding further. However, I am forwarding this request to our Human Resources Department which is the custodian of certain personnel records involving City employees so they may respond to your request as it relates to records they may maintain.

If you have any further questions or wish to clarify anything further, please feel free to contact me. Again, it is the desire of the City to provide any and all available and releasable records to you that you desire, to the best of our ability. If you can clarify the types of records for which you are looking and a time frame, we may be of help.

Attorney Robert L. Elliott  
September 26, 2016  
Page 3

As always, pursuant to Section 19.35(4), Wis. Stats., any decision denying any portion of your request is subject to review by a mandamus action or upon application to the Attorney General for the State of Wisconsin or the Sheboygan County District Attorney.

Sincerely,



Charles C. Adams  
CITY ATTORNEY

CCA:kah

cc: Police Chief Chris Domagalski  
City Clerk Susan Richards  
Director of Human Resources/Labor  
Relations Sandy Rohrick

# Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 3, 2016

Via fax: 920-459-2917

Attorney Charles C. Adams  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Attorney Adams:

I do not understand why the City of Sheboygan is being so cute and obfuscating with regard to my Open Records Request. It is not within the spirit or the intent of the Open Records law for a municipal body to hide records in various departments and require that a person seeking those records guess as to which department might have been internally designated by the municipality as the "custodian of the records" the requester seeks.

Please consider this letter as an addendum to my August 18, 2016:

1. Identify each record custodian within the City of Sheboygan municipal government who is the custodian of each record called for in items A-N in my August 18, 2016 Open Records Request, a copy of which is attached hereto and incorporated by reference herein.

Once you have identified the custodians, I will provide an Open Records Request through you, as the representative of the City of Sheboygan and each such custodian, asking that custodian to provide the records that custodian possesses responsive to these requests.

Very truly yours,



Robert L. Elliott  
RLE/dlc  
Enclosure

cc: Client (via email) mail: rle@attorneyelliott.com  
web: www.attorneyelliott.com



# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

August 18, 2016

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Sir or Madam:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, be produced to me in their original format, within the possession or control of the City of Sheboygan regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;

e-mail: rle@attorneyelliott.com  
web: www.attorneyelliott.com

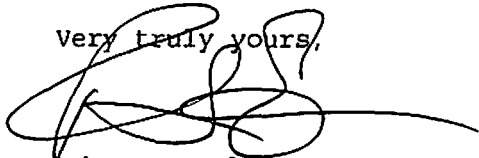
Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosure

cc: Client (via email)

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 18, 2016

Via fax: 920-459-2917

Attorney Charles C. Adams  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

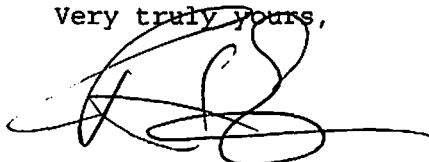
Re: July 17, 2016 shooting at Union Ave Tap

Dear Attorney Adams:

You have not responded to my Open Records Request of October 3, 2016 seeking to find the Departments within the City of Sheboygan in which it has placed its records, undisclosed to the public.

I am attaching a copy of my letter to the City of Sheboygan Police Department Police Chief. If I do not also receive a response from the City of Sheboygan to my August 18, 2016 Open Records Request and my October 3, 2016 Open Records Request by November 1, 2016, I will include the City of Sheboygan in my Mandamus action. Also, so that you are aware I intend to use the City of Sheboygan and the Police Department's dragging of its feet in responding to the Open Records Request as an admission of liability.

Very truly yours,



Robert L. Elliott  
RLE/dlc  
Enclosure

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 18, 2016

Via fax: 920-459-0205

City of Sheboygan Police Department  
Chief Christopher Domagalski  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

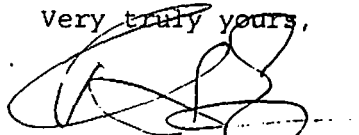
Dear Chief Domagalski:

I am writing again to remind you that you have not complied with §19.35(4) Wis. Stats. and responded to our Open Records Request of two months ago "as soon as practicable".

Items A, C, D, J-N of that August 18, 2016 Open Records Request have not been responded to. As your City Attorney will explain to you, if I have to bring a Mandamus action, I will be awarded actual attorneys fees for all of my efforts to have the City of Sheboygan Police Department respond to my Open Records Request.

If I do not receive a complete from the City of Sheboygan Police Department to the August 18, 2016 Open Records Request with regard to Items A, C, D, J-N by November 1, 2016, on that date I will file a Mandamus action against you and the City of Sheboygan Police Department.

Very truly yours,



Robert L. Elliott

Attorney

RLE/dlc

cc: Client (via email)

e-mail: rle@attorneyelliott.com  
web: www.attorneyelliott.com

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

2

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

August 18, 2016

City of Sheboygan Police Department  
Chief Christopher Domagalski  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Chief Domagalski:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, produced to me in their original format, within the possession or control of the City of Sheboygan Police Department regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police

e-mail: r...@...  
web: ww...  
Federal...  
State Bar...

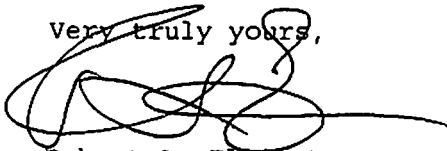


- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
cc: Client (via email)

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

September 14, 2016

Via fax: 920-459-0205

City of Sheboygan Police Department  
Chief Christopher Domagalski  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Chief Domagalski:

I am attaching a copy of my Open Records Request dated August 18, 2016. As I am sure you are familiar with, the statutes require that a complete response to that be provided to me as soon as practicable. §19.35(4) Wis. Stats.

You have not provided to me a response to this Open Records Request as soon as practicable. Please provide to me within three business days of this fax a complete response to all categories of my August 18, 2016 Open Records Request so that I do not have to bring a Mandamus action against your Department to get those materials.

Very truly yours,



Robert L. Elliott

Attorney

RLE/dlc

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)

web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862



City of  
**Sheboygan**  
spirit on the lake.

September 14, 2016

Robert L Elliott Attorney at Law  
735 North Water St., Suite 1212  
Milwaukee, WI 53202

Re: July 17, 2016 Shooting at Union Ave Tap

Attorney Elliott:

This letter acknowledges your open records request dated August 18, 2016 requesting all records regarding:

- A. The Shooting on July 17, 2016 at the Union Ave Tap;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Items identified in the scope of review section of the District Attorney's finding;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;
- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton;
- K. Officer Brandon Kehoe;
- L. 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. Records used to prepare the Sheboygan Police Department Criminal Investigation case Report, C16-13843.

Your request is under review. The Sheboygan Police Department is using all diligent speed to comply with your request, noting that this is an in-depth process. Case law allows a reasonable time to respond and gather items. "While the state favors the opening of public records to public scrutiny, we may not in furtherance of this policy create a system that would so burden the records custodian that the normal functioning of the office would be severely impaired." Schopper v. Gehring, 1997.

DEPARTMENT  
OF POLICE

1315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
3081-3180

120/459-3333  
AX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

SEP 19 2016





City of  
**Sheboygan**  
spirit on the lake.

Prior to releasing the requested records, a cost estimate will be provided to you. Additionally, prior to releasing records related to personnel files we will follow WI Stat. 19.356, Notice to record subject: right of action.

Additionally, in reviewing your request items A,B,C,D,L,M,and N refer to the same records. When fulfilling your request we will provide all of the information sought, but we will not provide you with redundant record sets containing the same information unless you notify us clarifying that you specifically request we do so.

Finally in reviewing your request as to records requested under items A,B,C,D,L,M, and N. All of these records, as you are aware, are regarding the shooting incident on July 17, 2016 at the Union Avenue Tap involving Kevin Higgins. Although the review of the death investigation by the Sheboygan District Attorney's Office is complete, the investigation of the criminal conduct remains an open and continuing investigation as some of the testing and reports are not complete, including the ballistic tests that you requested in item A. In applying the "exceptional case" public policy balancing test to the specific facts before me regarding these items, I conclude that the public's interest in keeping these records confidential during the pendency of the investigation overcomes the presumptive public interest in disclosure. However, when the investigation is complete these records will be released as requested and we will begin preparing them for release so as to expedite their release to you in the near future when the investigation is complete.

Pursuant to the provisions of Wis. Stat. § 19.35(4) our decision denying portions of your request are subject to review by *mandamus* action under Wis. Stat. § 19.37(1) or upon application to the Wisconsin Attorney General or the Sheboygan County District Attorney.

Sincerely,

Christopher Domagalski  
Chief of Police  
Sheboygan Police Department

DEPARTMENT  
OF POLICE

1315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

TEL 920/459-3333  
FAX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)



September 22, 2016

Robert L. Elliott .  
Attorney at Law  
735 N. Water Street, Suite 1212  
Milwaukee, WI 53202

RE: Open Records Request Dated 08-18-16

Dear Attorney Elliott:

As a follow-up to my prior letter dated 09-14-16, I am providing you with information pertaining to the following items:

- B. Kevin S. Higgins
- E. Union Avenue Tap
- F. Kurt Klessig
- G. Mary Heitzmann


The City of Sheboygan Police Department switched their CAD/RMS system in May of 2011; therefore, you are being provided a listing of all contacts for the above-mentioned from both systems. Our current CAD/RMS system is a multi-jurisdictional system, whereby records for any other agency may be listed, but must be requested from said jurisdiction. An example of a law incident for the Sheboygan Police Department would be as follows:

LW C16-08211 Animal (The descriptor of "C" indicates Sheboygan Police.)

There are an approximate 260 contacts with the above-mentioned. If your request is for "any and all records", a cost estimate of \$300.00 would need to be submitted in order to proceed with processing your request. As an alternative, you can review the contact listings for each item mentioned, and request specific incidents. The cost is calculated at \$.25 per page.

I look forward to your prompt response so that we can continue processing your request. If you have any concerns or questions, please feel free to contact me at phone (920) 459-3375.

Sincerely,



CHRISTOPHER D. DOMAGALSKI  
CHIEF OF POLICE

CDD:pmh  
Attachments

DEPARTMENT  
OF POLICE

315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
3081-3180

20/459-3333  
AX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

09/22/16  
09:24

SHEBOYGAN POLICE DEPARTMENT  
Main Names Table:

243  
Page: 1

Name and Address

Numbr: 152194  
Last: HIGGINS Fst: KEVIN Mid: SCOTT  
Addr- [REDACTED] Hst: [REDACTED]  
City: [REDACTED] WI ZIP: [REDACTED]  
Death: 07/17/16 Alias For:

Personal Identification

DL Number: [REDACTED] SSN: - - State ID:  
DL State: WI Class: ID FBI: Local ID:  
Home Tel: [REDACTED] Other Tel:  
Work Tel: ( ) - Internet:

Physical Description

DOB: [REDACTED] 0 yrs Eyes: [REDACTED] Cmplxn:  
Race: [REDACTED] Glasses: [REDACTED] Speech:  
Sex: [REDACTED] Hair: [REDACTED] Teeth:  
Height: [REDACTED] Hairstyle: [REDACTED] Build:  
Weight: [REDACTED] Beard: [REDACTED] Ethnic:

Traits

Name Type: INDIV Sub Type:  
Scars, Marks, and Tattoos: & &  
MO:

Narrative/Other

Alert Codes:  
Comments:  
Addresses: Premis: Xtra: & Visited Inmates: Had Visitors:  
Image: Merge:

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
BK	38930	10/12/15	DISORDERLY CONDUCT	*Non-Custody
LW	S16-12977	07/18/16	ASSIST	Suspect
LW	C16-13754	07/17/16	ROBBERY	SUSPECT
LW	C16-13843	07/17/16	HOMICIDE	VICTIM
LW	S16-02828	02/21/16	SUSPICIOUS	Victim
LW	P15-03692	10/11/15	DISTURBANCE	Adult Arrest
LW	P15-03419	09/19/15	DISTURBANCE	Suspect
LW	P15-02396	07/07/15	DEPT INFO	Complainant
LW	E15-00401	06/18/15	DNR VIOL	Adult Arrest
LW	P15-01244	04/13/15	DISTURBANCE	*Complainant
LW	S15-04017	03/16/15	WELFARE CHECK	*Complainant
JA	37128	10/12/15	ARREST	*Arrested
CT	25791	10/12/15	DISORDERLY CONDUCT	*Defendant

CT	S679060	07/03/15	BOATING							*Defendant
OF	50137	10/12/15	DISORDERLY CONDUCT							*Charged With
CA	371940	07/07/15	17:30 07/07/15 DEPT INFO							*Complainant
CA	348585	04/13/15	22:18 04/13/15 DISTURBANCE							*Complainant
CA	341296	03/16/15	17:52 03/16/15 WELFARE CHECK							*Complainant
EV	25548	07/19/16	Brown leather wallet							*Evidence Owner

Name history:

		Name/Address/Phone History								
Expired	Address	City	ST	Zip	Phone	Last Name	First	M		
02/21/16	[REDACTED]	ST [REDACTED]	WI	53073	(920)22	HIGGINS	KEVIN	SC		
10/14/15	[REDACTED]	ST [REDACTED]	WI	53073	(920)22	HIGGINS	KEVIN	S		

Drivers License Type:

		Driver License Class
Seq	Class	Description
1	ID	ID ONLY

Additional Name Information:

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SHEBOYGAN POLICE DEPARTMENT  
Main Names Table:

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Name and Address

Numbr: 10185  
Last: KLESSIG Fst: KURT Mid: R  
Addr: ██████████ Hst: ██████████  
City: SHEBOYGAN ST: WI ZIP: 53081 SHEBOYGAN WI 53081  
Death: / / Alias For:

Personal Identification

DL Number: ██████████ SSN: ██████████ State ID: ██████████  
DL State: WI Class: ██████████ FBI: ██████████ Local ID: ██████████  
Home Tel: ██████████ Other Tel:  
Work Tel: ( ) - Internet:

Physical Description

DOB: ██████████ Eyes: ██████████ Cmplxn:  
Race: ██████████ Glasses: ██████████ Speech:  
Sex: ██████████ Hair: ██████████ Teeth:  
Height: ██████████ Hairstyle: ██████████ Build:  
Weight: ██████████ Beard: ██████████ Ethnic:

Traits

Name Type: INDIV Sub Type:  
Scars, Marks, and Tattoos: & &  
MO:

Narrative/Other

Alert Codes:  
Comments:  
Addresses: Premis: Xtra: Visited Inmates: Had Visitors:  
Image: Merge:

=====

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
LW	C16-13843	08/01/16	HOMICIDE	Witness
LW	S16-12977	07/18/16	ASSIST	Victim
LW	C16-13754	07/17/16	ROBBERY	*Complainant
LW	C16-11115	06/13/16	THREATS	*Complainant
LW	C16-08211	05/06/16	ANIMAL	*Complainant
LW	C16-04534	03/14/16	ALARM	*Complainant
LW	C15-20017	10/24/15	ASSIST	Contact
LW	C15-17363	09/14/15	ABANDONED	Contact
LW	C15-14642	08/06/15	THEFT	Victim
LW	C14-19441	10/12/14	ALARM	Contact
LW	C14-15051	08/09/14	ALARM	Contact
LW	C14-13997	07/25/14	ALARM	CONTACT
LW	C14-02476	02/09/14	ALARM	Contact

LW	C11-11485	09/22/11	DAMAGE PROPERTY	*Complainant
LW	C11-10379	09/07/11	DAMAGE PROPERTY	*Complainant
LW	C11-06990	07/30/11	DISORDERLY	Witness
LW	C11-00659	05/15/11	ALARM	CITIZEN CONTACT
EM	16-01869	07/18/16	EMS-UNKNOWN	*Complainant
EM	X16-02145	07/17/16	EMS-UNKNOWN	*Complainant
FR	X16-02658	07/17/16	EMS-UNKNOWN	*Complainant
VH	72637	10/24/15	BLK/BLK 2004 SATU VUE WI	*Owner
CA	472301	07/17/16	23:31 07/17/16 ROBBERY	*Complainant
CA	462159	06/13/16	19:01 06/13/16 THREATS	*Complainant
CA	450693	05/06/16	21:22 05/06/16 ANIMAL	*Complainant
CA	436512	03/14/16	06:20 03/14/16 ALARM	*Complainant
PR	82209	08/06/15	BRO KNIFE buck \$20	*Owner
PR	82240	08/06/15	CHECKBOOK well fargo \$1	*Owner
EV	25545	08/12/16	Green backpack containing	*Evidence Owner
EV	25547	08/12/16	Mesh ammo carrier vest with	*Evidence Owner
EV	25586	07/20/16	Black tri-fold wallet	*Evidence Owner
EV	25508	07/19/16	Left half white t-shirt XL	*Evidence Owner
EV	25509	07/19/16	Levi's tan shorts size 38	*Evidence Owner
EV	25518	07/19/16	Gildan size 32-34 underwear	*Evidence Owner
EV	25519	07/19/16	Fossil belt, cut in two	*Evidence Owner
EV	25520	07/19/16	Pair white short socks	*Evidence Owner
EV	25521	07/19/16	Pair Nike black/red shoes	*Evidence Owner
EV	25522	07/19/16	Saturn key fob, lighter, \$0.73	*Evidence Owner
EV	25523	07/19/16	Glasses, \$1.50 & lighter	*Evidence Owner
EV	20028	08/06/15	knife	*Evidence Owner

Name history:

Expired	Address	Name/Address/Phone History						
		City	ST	Zip	Phone	Last Name	First	M
10/24/15	[REDACTED]	[REDACTED]	WI	53081	(920)94	KLESSIG	KURT	R
09/22/11	[REDACTED]	[REDACTED]	WI	53081	(920)94	KLESSIG	KURT	R
07/30/11	[REDACTED]	[REDACTED]	WI	53081	( )	KLESSIG	KURT	R

Local identification detail:

	Local ID	
Seq Type		ID
1 JID JAIL ID NUMBER		[REDACTED]

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SHEBOYGAN POLICE DEPARTMENT

SUBJECT#: 164939

GENERAL INFORMATION

Given Name...: KLESSIG, KURT R. [REDACTED] Male  
Location.....: [REDACTED] SHEBOYGAN, WI 53081  
Mailing Addr.: [REDACTED]  
SHEBOYGAN, WI 53081, SHEBOYGAN, WI 53081  
Home Ph#.....: (920) [REDACTED]

CONTACT HISTORY INFORMATION

Date	Description	Type	Incident#	Sts	Disp-Date	Agency
04/14/2010	TRAFFIC	Svce Call	10-0024-217	RP	NA 04/14/10	SHEB
04/29/2009	UNLICENSED DOG	Warning	09-0029-087	CC	CLR 04/29/09	SHEB
04/29/2009	BARKING DOG	Warning	09-0029-087	CC	CLR 04/29/09	SHEB
04/28/2009	ANIMAL/BARKING	Offns Rpt	09-0029-087	ON	CLR 04/29/09	SHEB
01/25/2009	HRACCIDENT	Offns Rpt	09-0005-922	RP	CLR 01/25/09	SHEB
01/25/2009	HRACCIDENT	Offns Rpt	09-0005-922	ON	CLR 01/25/09	SHEB
01/31/2007	ANIMAL	Offns Rpt	07-0006-705	CC	CLR 01/31/07	SHEB
01/29/2007	FAIL GIVE SHLT AN	Warning	07-0006-705	CC	CLR 01/29/07	SHEB
01/29/2007	FAIL LICENSE DOG	Warning	07-0006-705	CC	CLR 01/29/07	SHEB
01/04/2007	FTOBEY SIGN	Warning	07-0000-751	DR	CLR 01/04/07	SHEB
06/19/2006	HIT&RUN/PROP DAMG	Acc Report	06-0039-819	CC	CLR 06/19/06	SHEB
11/09/2005	BARKING DOG	Offns Rpt	05-0074-293	AR	G 12/19/05	SHEB
11/07/2005	UNLICENSED DOG	Warning	05-0074-293	CC	CLR 11/07/05	SHEB
10/09/2005	BARKING DOG	Warning	05-0067-376	CC	CLR 10/09/05	SHEB
10/09/2005	UNLICENSED DOG	Warning	05-0067-376	CC	CLR 10/09/05	SHEB
01/09/2004	TOO FAST CONDTNS	Citation	04-0002-446	AR	G 01/28/04	SHEB
01/09/2004	AUTO ACCIDENT/PD	Acc Report	04-0001-736	DR	CLR 01/09/04	SHEB
04/15/2003	DOG IN PARK/BEACH	Warning	03-0022-345	CC	CLR 04/15/03	SHEB
04/15/2003	UNLICENSED DOG	Warning	03-0022-345	CC	CLR 04/15/03	SHEB
09/02/2002	LOUD NOISE	Warning	02-0046-351	CC	CLR 09/02/02	SHEB
09/23/2000	THEFT FROM AUTO	Offns Rpt	00-0034-436	RP	CLR 09/23/00	SHEB
01/08/1999	NO TAILLIGHTS	Warning	99-0001-006	CC	CLR 01/08/99	SHEB
<del>12/05/1998</del>	<del>DEPT INFO</del>	<del>No Report</del>	<del>98-0045-561</del>	<del>RP</del>	<del>NA 12/05/98</del>	<del>SHEB</del>
08/13/1998	CHILD TRBLE	Offns Rpt	98-0030-565	RP	CLR 08/13/98	SHEB
04/23/1998	PROPERTY DAMAGE	Offns Rpt	98-0015-132	RP	CLR 04/23/98	SHEB
04/01/1997	THEFT	Offns Rpt	97-0010-388	RP	CLR 04/01/97	SHEB
01/14/1996	ASSIST FIRE DEPT	Offns Rpt	96-0001-375	CC	CLR 01/14/96	SHEB
12/11/1994	DEF HEADLIGHT	Warning	94-0041-162	CC	CLR 12/11/94	SHEB
02/09/1993	SPEEDING	Warning	93-0003-802	CC	CLR 02/09/93	SHEB
02/09/1993	O A W I	Citation	93-0004-058	AR	G 02/19/93	SHEB
12/04/1990	AUTO ACCIDENT/PI	Acc Report	90-0038-002	RP	CLR 12/04/90	SHEB
11/04/1990	THEFT FROM VEHICL	Offns Rpt	90-0035-052	RP	CON 11/04/90	SHEB
05/23/1990	AUTO LOCKOUT	Offns Rpt	90-0015-900	RP	CLR 05/23/90	SHEB
04/09/1990	PARKING TICKET OM		00-0000-000	CC	PD 07/17/90	SHEB
11/05/1989	OMV W/EXP REG	Citation	89-0034-289	AR	G 12/04/89	SHEB
11/04/1989	NTFY DOT ADDRESS	Warning	89-0034-152	CC	CLR 11/04/89	SHEB
11/04/1989	NO SIDE/REAR MIRR	Warning	89-0034-152	CC	CLR 11/04/89	SHEB
04/10/1989	PARKING TICKET P2		00-0000-000	CC	PD 12/05/89	SHEB

Contacts Include: Adult, All Other  
Jurisdiction: Sheboygan

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SHEBOYGAN POLICE DEPARTMENT

SUBJECT#: 164939

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CONTACT HISTORY INFORMATION

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Date	Description	Type	Incident#	Sts	Disp-Date	Agency
03/06/1989	DEF TAIL LIGHTS	Warning	89-0005-914	CC	CLR 03/06/89	SHEB
03/20/1988	NOISE DISTURBANCE	Warning	88-0006-905	CC	CLR 03/20/88	SHEB
03/17/1988	PARKING TICKET P		00-0000-000	CC	PD 11/16/88	SHEB
07/09/1987	PARKING TICKET PU		00-0000-000	CC	PD 08/19/87	SHEB
12/03/1986	FTS FOR RED LIGHT	Citation	86-0015-642	AR	G 12/31/86	SHEB

Contacts Include: Adult, All Other  
Jurisdiction: Sheboygan



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SHEBOYGAN POLICE DEPARTMENT  
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Name and Address

Numbr: 21143  
Last: HEITZMANN Fst: MARY Mid: ALICE  
Addr= [REDACTED] Hst: [REDACTED]  
City: SHEBOYGAN ST: WI ZIP: 53081 SHEBOYGAN WI 53081  
Death: / / Alias For:

Personal Identification

DL Number: [REDACTED] SSN: [REDACTED] State ID:  
DL State: WI Class: FBI: Local ID:  
Home Tel: [REDACTED] Other Tel:  
Work Tel: [REDACTED] Internet:

Physical Description

DOB: [REDACTED] Eyes: [REDACTED] Cmplxn:  
Race: [REDACTED] Glasses: [REDACTED] Speech:  
Sex: [REDACTED] Hair: [REDACTED] Teeth:  
Height: [REDACTED] Hairstyle: [REDACTED] Build:  
Weight: [REDACTED] Beard: [REDACTED] Ethnic:

Traits

Name Type: INDIV Sub Type:  
Scars, Marks, and Tattoos: & &  
MO:

Narrative/Other

Alert Codes:  
Comments:  
Addresses: Premis: Xtra: Visited Inmates: Had Visitors:  
Image: Merge:

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
LW	C16-13843	08/01/16	HOMICIDE	witness
LW	S16-12977	07/18/16	ASSIST	Victim
LW	C16-13754	07/17/16	ROBBERY	Witness
LW	C14-03485	02/23/14	ASSAULT	Contact
LW	C13-01555	01/25/13	THEFT	Contact
LW	C13-00483	01/08/13	DISTURBANCE	Contact
LW	C13-00291	01/05/13	DAMAGE PROPERTY	Contact
LW	C12-23968	12/04/12	LIQUOR LAW	Contact
LW	C11-05345	07/10/11	HARASSMENT	Contact
EV	25590	07/20/16	Purse w/belongings of Mary	*Evidence Owner
EV	25527	07/19/16	Tek Gear long sleeve shirt	*Evidence Owner
EV	25528	07/19/16	Levi's jeans	*Evidence Owner
EV	25529	07/19/16	Nike comfort footbed sandals	*Evidence Owner

LP F13-00017 04/05/13 SFPD BARTENDERS LIC, Expired \*Permit Holder

Name history:

Name/Address/Phone History								
Expired	Address	City	ST	Zip	Phone	Last Name	First	M
07/18/16	[REDACTED]	[REDACTED]	WI	53081	(920)45	HEITZMANN	MARY	AL
01/10/13	[REDACTED]	[REDACTED]	WI	53081	(920)25	HEITZMANN	MARY	AL

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SHEBOYGAN POLICE DEPARTMENT

SUBJECT#: 217252

GENERAL INFORMATION

Given Name...: HEITZMANN, MARY A. [REDACTED] Female  
Location.....: [REDACTED] SHEBOYGAN, WI 53081  
Mailing Addr.: [REDACTED]  
SHEBOYGAN, WI 53081, SHEBOYGAN, WI 53081  
Home Ph#.....: (920) [REDACTED] PER RSDNTL ALRM PRMT, 08/18/10

PREVIOUS ADDRESSES

[REDACTED] As of: 01/14/09  
[REDACTED] As of: 12/28/97  
[REDACTED] As of: 04/12/97  
[REDACTED] ( ) [REDACTED] As of: 11/10/90

CONTACT HISTORY INFORMATION

Date	Description	Type	Incident#	Sts	Disp-Date	Agency
01/14/2009	DEPT INFO	Svce Call	09-0003-090	RP	NA 01/14/09	SHEB
08/01/2007	DEF HEADLIGHT	Warning	07-0051-403	CC	CLR 08/01/07	SHEB
03/08/2004	PROPERTY DAMAGE	Offns Rpt	04-0015-591	WT	CLR 03/08/04	SHEB
04/13/2003	ABANDONED BICYCLE	Offns Rpt	03-0021-774	ON	CLR 04/13/03	SHEB
12/07/2001	AUTO ACCIDENT/PD	Offns Rpt	01-0043-813	DR	CLR 12/07/01	SHEB
07/28/2001	DC	Offns Rpt	01-0026-937	RP	CLR 07/28/01	SHEB
07/28/2001	DC	Offns Rpt	01-0026-937	AR	G 09/28/01	SHEB
06/30/2001	DEF LEFT HEADLGT	Warning	01-0023-019	DR	CLR 06/30/01	SHEB
02/12/2000	DEF LIC PLT LIGHT	Warning	00-0004-988	CC	CLR 02/12/00	SHEB
02/12/2000	SEATBELT VIOL	Citation	00-0005-480	AR	G 03/08/00	SHEB
02/12/2000	DEF TURN SIGNAL	Warning	00-0004-988	CC	CLR 02/12/00	SHEB
02/12/2000	CHANGE DL ADDRESS	Warning	00-0004-988	CC	CLR 02/12/00	SHEB
10/21/1999	ACCIDENT/HR	Acc Report	99-0038-936	RP	CLR 10/21/99	SHEB
10/21/1999	ACCIDENT/HR	Acc Report	99-0038-936	ON	CLR 10/21/99	SHEB
08/05/1999	VIOL HARASS	Offns Rpt	99-0028-900	RP	CLR 08/05/99	SHEB
06/03/1999	[REDACTED]	[REDACTED]	99-0019-904	CC	CLR 06/03/99	SHEB
09/16/1998	PDACCIDENT	Offns Rpt	98-0035-001	RP	CLR 09/16/98	SHEB
09/16/1998	RESTRN ORDER/VIOL	Offns Rpt	98-0035-029	CO	CLR 09/21/00	SHEB
09/12/1998	SUSPICIOUS	Offns Rpt	98-0034-448	CC	CLR 09/12/98	SHEB
07/14/1998	ANNOY PHONE CALLS	Offns Rpt	98-0026-527	RP	CLR 07/14/98	SHEB
05/12/1998	ASSIST PERSON	Offns Rpt	98-0017-635	CC	CLR 05/12/98	SHEB
04/20/1998	THEFT FROM AUTO	Offns Rpt	98-0014-752	RP	CLR 04/20/98	SHEB
02/23/1998	ANNOYING PH CALLS	Offns Rpt	98-0007-434	RP	CLR 02/23/98	SHEB
12/23/1997	CIVIL DISPUTE	Offns Rpt	97-0046-662	CC	CLR 12/23/97	SHEB
08/26/1997	DAMAGE TO VEHICLE	Offns Rpt	97-0030-760	RP	CLR 08/26/97	SHEB
04/26/1997	HARASSMENT	Offns Rpt	97-0013-800	RP	CLR 04/26/97	SHEB
04/20/1997	ANNOY PHONE CALLS	Offns Rpt	97-0012-973	CO	CLR 04/20/97	SHEB
04/19/1997	BATTERY	Offns Rpt	97-0012-780	RP	CLR 04/19/97	SHEB
04/19/1997	BATTERY	Offns Rpt	97-0012-780	VC	CLR 04/19/97	SHEB
04/11/1997	ASSIST PERSON	Offns Rpt	97-0011-872	CC	CLR 04/11/97	SHEB
12/08/1996	DISORDERLY CONDCT	Offns Rpt	96-0041-494	RP	CLR 12/08/96	SHEB

Contacts Include: Adult, All Other  
Jurisdiction: Sheboygan

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SHEBOYGAN POLICE DEPARTMENT

SUBJECT#: 217252

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CONTACT HISTORY INFORMATION

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Date	Description	Type	Incident#	Sts	Disp-Date	Agency
07/21/1996	DISTURBANCE	Offns Rpt	96-0024-021	CO	CLR 07/21/96	SHEB
05/16/1996	ASSIST PERSON	Offns Rpt	96-0015-206	RP	CLR 05/16/96	SHEB
04/17/1995	CHILDREN TROUBLE	Offns Rpt	95-0011-627	CC	CLR 04/20/95	SHEB
09/18/1994	DOMESTIC DISPUTE	Offns Rpt	94-0031-454	CO	CLR 09/18/94	SHEB
09/08/1994	BARKING DOG	Warning	94-0030-162	CC	CLR 09/08/94	SHEB
01/27/1992	CHILD ABUSE	Offns Rpt	92-0002-462	CC	CLR 01/27/92	SHEB
11/23/1991	ANNOY PHONE CALLS	Offns Rpt	91-0035-265	CC	CLR 11/23/91	SHEB
06/07/1991	DISORDERLY CONDCT	Offns Rpt	91-0015-768	CC	CLR 06/07/91	SHEB
11/10/1990	PEACE OFFICER	Offns Rpt	90-0035-621	RP	CLR 11/10/90	SHEB

Contacts Include: Adult, All Other  
Jurisdiction: Sheboygan

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SHEBOYGAN POLICE DEPARTMENT  
Main Names Table:

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Name and Address

Numbr: 3425  
Last: UNION AVE TAP Fst: Mid:  
Addr= 1401 UNION AVE Hst: 1401 UNION AVE  
City: SHEBOYGAN ST: WI ZIP: 53081 SHEBOYGAN WI 53081  
Death: / / Alias For:

Personal Identification

DL Number: SSN: - - State ID:  
DL State: Class: FBI: Local ID:  
Home Tel: (920)458-8700 Other Tel:  
Work Tel: (920)458-8700 Internet:

Physical Description

DOB: / / 0 yrs Eyes: Cmplxn:  
Race: Glasses: Speech:  
Sex: Hair: Teeth:  
Height: ' 0 cm Hairstyle: Build:  
Weight: 0lbs 0 kg Beard: Ethnic:

Traits

Name Type: BUSIN Sub Type:  
Scars, Marks, and Tattoos: & &  
MO:

Narrative/Other

Alert Codes:  
Comments:  
Addresses: Premis: Xtra: Visited Inmates: Had Visitors:  
Image: Merge:

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
LW	C16-17250	09/04/16	WELFARE CHECK	Business
LW	C16-13843	07/29/16	HOMICIDE	Incident Location
LW	C16-14234	07/24/16	SUSPICIOUS	Referenced
LW	S16-12977	07/18/16	ASSIST	Contact
LW	C16-13754	07/17/16	ROBBERY	VICTIM
LW	C16-10059	05/31/16	DISORDERLY	Referenced
LW	C16-06608	04/14/16	TRAFFIC CMLNT	Referenced
LW	C16-04617	03/15/16	INTOXICATION	Contact
LW	C16-03071	02/21/16	DISTURBANCE	Referenced
LW	C16-01241	01/21/16	BAR CHECK	Bar
LW	C15-22069	11/23/15	TRAFFIC CMLNT	Referenced
LW	C15-11710	06/29/15	DISORDERLY	referenced
LW	C15-11728	06/29/15	DISTURBANCE	referenced

LW	C15-05720	04/10/15	HARASSMENT	Contact
LW	C15-03226	02/28/15	THEFT	Referenced
LW	C15-02152	02/08/15	ORDINANCE	Contact
LW	C14-22472	12/09/14	WEAPON OFFENSE	Referenced
LW	C14-22555	12/01/14	DISORDERLY	Contact
LW	C14-21890	11/19/14	DEPT INFO	Referenced
LW	C14-21894	11/19/14	LIQUOR LAW	Referenced
LW	C14-20355	10/27/14	FRAUD	Contact
LW	C14-18479	09/27/14	DISORDERLY	Referenced
LW	C14-16409	09/25/14	DISTURBANCE	Reference
LW	C14-14016	07/26/14	ASSIST	Referenced
LW	C14-13276	07/16/14	DISTURBANCE	referenced
LW	C14-13017	07/12/14	DISTURBANCE	Referenced
LW	C14-10402	06/05/14	THREATS	Referenced
LW	C14-07897	05/03/14	WEAPON OFFENSE	Referenced
LW	C14-07043	04/21/14	ORDINANCE	BUSINESS
LW	C14-03485	02/23/14	ASSAULT	Referenced
LW	C14-02433	02/08/14	APPREH REQUEST	Referenced
LW	C14-01167	01/21/14	ASSIST	Contact
LW	C13-24054	12/15/13	DISTURBANCE	Referenced
LW	C13-22590	11/21/13	DEPT INFO	Contact
LW	C13-22502	11/20/13	DISTURBANCE	Referenced
LW	C13-21731	11/08/13	SUSPICIOUS	reference
LW	C13-19519	10/10/13	ORDINANCE	Referenced
LW	C13-19249	10/03/13	BAR CHECK	Business
LW	C13-18254	09/19/13	WELFARE CHECK	Contact
LW	C13-03793	02/28/13	ORDINANCE	SUSPECT
LW	C13-03807	02/28/13	ORDINANCE	Contact
LW	C12-24942	12/20/12	DISTURBANCE	Contact
LW	C12-17459	09/03/12	DISTURBANCE	Contact
LW	C12-03991	02/28/12	BAR CHECK	Contact
LW	C12-02902	02/11/12	ORDINANCE	Contact
LW	C11-16208	11/29/11	TRAFFIC OFFENSE	Contact
LW	C11-12130	10/25/11	DISTURBANCE	Contact
LW	C11-13394	10/20/11	ASSIST	*Complainant
LW	C11-12084	10/02/11	ORDINANCE	Referenced
LW	C11-11750	09/26/11	DISTURBANCE	Contact
LW	C11-00192	08/11/11	CRIME FOLLOW UP	Contact
LW	C11-07401	08/04/11	SUSPICIOUS	Other
LW	C11-06349	07/23/11	DISTURBANCE	Referenced
LW	C11-02901	06/11/11	DEPT INFO	Contact
LW	C13-18315	09/11/03	DISTURBANCE	Referenced
PR	96083	07/19/16	CURRENCY UNITED STATES \$400	*Owner

Name history:

		Name/Address/Phone History						
Expired	Address	City	ST	Zip	Phone	Last Name	First	M
08/11/11	1401 UNION AVE	SHEBOYGAN	WI	53081	(920)45	UNION AVE		
08/04/11	1401 UNION AVE	SHEBOYGAN	WI	53081	(920)45	UNION AVE		
08/04/11	1401 UNION AVE	SHEBOYGAN	WI	53081	(920)45	UNION AVE		
06/12/11	1401 UNION AVE	SHEBOYGAN	WI	53081	(920)45	UNION AVE		

09/22/2016  
PDPMH329

MASTER NAME INDEX PRINT  
SHEBOYGAN POLICE DEPARTMENT

SUBJECT#: 507450

GENERAL INFORMATION

Name.....: UNION AVE TAP  
Location.....: 1401 UNION AVENUE, SHEBOYGAN, WI 53081  
Mailing Addr.: 1401 UNION AVENUE  
SHEBOYGAN, WI 53081, SHEBOYGAN, WI 53081  
Main Ph#.....: (920) 458-8700

AKA INFORMATION

JRS LOG CABIN TAVERN 00/00/0000      PAULS LOG CABIN 00/00/0000  
LOG CABIN 00/00/0000                      BRICKS LOG CABIN 00/00/0000  
BUCK RUB PUB 00/00/0000

CONTACT HISTORY INFORMATION

Date	Description	Type	Incident#	Sts	Disp-Date	Agency
04/24/2011	DISTURB	Offns Rpt	11-0024-831	CC	CLR 04/24/11	SHEB
02/28/2011	DEPT INFO	Offns Rpt	11-0012-466	CC	CLR 02/28/11	SHEB
02/09/2011	DEPT INFO	Offns Rpt	11-0008-436	RF	CLR 02/09/11	SHEB
02/06/2011	DC	Offns Rpt	11-0007-851	CC	CLR 02/06/11	SHEB
02/04/2011	ASHTRAYS IN BAR	Warning	11-0007-218	CC	CLR 02/04/11	SHEB
02/04/2011	NO SMKNG SGN PSTD	Warning	11-0007-218	CC	CLR 02/04/11	SHEB
02/04/2011	PATRONS LVE W/ALC	Warning	11-0007-218	CC	CLR 02/04/11	SHEB
02/04/2011	ST LIC NOT POSTED	Warning	11-0007-218	CC	CLR 02/04/11	SHEB
02/04/2011	MUNC LIC NO VISBL	Warning	11-0007-218	CC	CLR 02/04/11	SHEB
02/03/2011	NOISE	Offns Rpt	11-0007-210	CC	CLR 02/03/11	SHEB
04/10/2010	SUSP PERSON	Offns Rpt	10-0023-280	RF	CLR 04/10/10	SHEB
02/14/2010	DMG PROPERTY	Offns Rpt	10-0010-159	CC	CLR 02/14/10	SHEB
02/12/2010	DEPT INFO	Offns Rpt	10-0009-669	RF	CLR 02/12/10	SHEB
09/16/2009	BAR CHCK 11/27/09	Offns Rpt	09-0008-400	CC	CLR 09/16/09	SHEB
02/18/2009	DEPARTMENT INFO	Offns Rpt	09-0008-400	CC	CLR 02/18/09	SHEB
01/20/2009	PARKING PROB	Svce Call	09-0004-578	RP	NA 01/20/09	SHEB
09/26/2008	DISTURBANCE	Offns Rpt	08-0072-190	CC	CLR 09/26/08	SHEB
06/08/2008	DC/DVO	Offns Rpt	08-0040-617	CC	CLR 06/08/08	SHEB
05/28/2008	SUSPICIOUS	Offns Rpt	08-0037-799	RF	CLR 05/28/08	SHEB
05/02/2008	DC                      DISOR	Offns Rpt	08-0030-921	CC	CLR 05/02/08	SHEB
02/11/2008	DEPT INFO	Offns Rpt	08-0004-507	CC	CLR 02/11/08	SHEB
02/13/2007	DEPT INFO	Offns Rpt	07-0009-847	CC	CLR 02/13/07	SHEB
01/27/2007	DEPT INFO	Offns Rpt	07-0006-433	CC	CLR 01/27/07	SHEB
01/27/2007	BAR CHECKS	Offns Rpt	07-0006-433	RF	CLR 01/27/07	SHEB
02/07/2006	DEPT INFO	Offns Rpt	06-0008-770	CC	CLR 02/07/06	SHEB
01/04/2004	ARMED ROBBERY	Offns Rpt	04-0000-801	CC	CLR 01/04/04	SHEB
08/21/2003	DEPT INFO	Offns Rpt	03-0021-302	CC	CLR 08/21/03	SHEB
05/10/2003	DC	Offns Rpt	03-0028-136	CC	CLR 05/10/03	SHEB
03/08/2003	LIQUOR LAW	Offns Rpt	03-0010-023	CC	CLR 03/08/03	SHEB
03/08/2002	ROBBERY	Offns Rpt	02-0007-160	CC	CLR 03/08/02	SHEB
02/07/2002	BAR CHECK	Offns Rpt	02-0004-087	RF	CLR 02/07/02	SHEB
02/07/2002	DEPT INFO	Offns Rpt	02-0003-211	CC	CLR 02/07/02	SHEB

Contacts Include: Adult, All Other  
Jurisdiction: Sheboygan

CONTACT HISTORY INFORMATION

Date	Description	Type	Incident#	Sts	Disp-Date	Agency
08/15/2001	SUSPICIOUS DEATH	Offns Rpt	01-0029-186	CC	CLR 08/15/01	SHEB
08/12/2001	SUSPICIOUS DEATH	Offns Rpt	01-0029-186	CC	CLR 08/12/01	SHEB
09/24/1999	OBSTRUCTING FRTXT	Offns Rpt	99-0035-499	CC	CLR 09/24/99	SHEB
01/03/1999	LIQ LAW FREE TEXT	Offns Rpt	99-0000-181	CC	CLR 01/03/99	SHEB
08/10/1998	DEPT INFO	Offns Rpt	98-0030-034	CC	CLR 08/10/98	SHEB
01/04/1998	SUSP CIRCUMSTANCE	Offns Rpt	98-0000-373	CC	CLR 01/04/98	SHEB
12/17/1997	FOUND	Offns Rpt	97-0045-814	RP	CON 12/17/97	SHEB
09/06/1997	TRAFFIC OFFENSE	Offns Rpt	97-0032-180	CC	CLR 09/06/97	SHEB
05/27/1997	LOST RING	Offns Rpt	97-0017-566	CC	CLR 05/27/97	SHEB
03/08/1997	OBSTRUCTING	Offns Rpt	97-0007-604	CC	CLR 03/08/97	SHEB
01/29/1997	CRIMINAL TRESPASS	Offns Rpt	97-0003-148	CC	CLR 01/29/97	SHEB
06/28/1996	PARKING PROBLEM	Offns Rpt	96-0020-657	RP	CLR 06/28/96	SHEB
01/06/1996	RESISING ARREST	Offns Rpt	96-0000-550	CC	CLR 01/06/96	SHEB
01/06/1996	DISORD CONDUCT	Offns Rpt	96-0000-546	CC	CLR 01/06/96	SHEB
06/24/1995	DISTURB PEACE	Offns Rpt	95-0020-672	CC	CON 06/24/95	SHEB
06/14/1995	DAM TO PROPERTY	Offns Rpt	95-0019-229	RP	CLR 06/14/95	SHEB
05/29/1995	MED EMERGENCY	Offns Rpt	95-0016-904	CC	CLR 05/29/95	SHEB
05/29/1995	DC	Offns Rpt	95-0016-903	CC	CLR 05/29/95	SHEB
05/25/1995	LIQUOR LAW VIOL	Offns Rpt	95-0016-441	CC	CLR 05/25/95	SHEB
03/11/1995	DISTURBANCE	Offns Rpt	95-0007-279	CC	CLR 03/11/95	SHEB
11/23/1994	DAM TO PROPERTY	Offns Rpt	94-0039-282	CC	CLR 11/23/94	SHEB
11/10/1994	ARSON	Offns Rpt	94-0037-784	CC	CLR 11/10/94	SHEB
08/14/1994	DC	Offns Rpt	94-0027-148	RP	CLR 08/14/94	SHEB
07/23/1994	DISTURBING PEACE	Offns Rpt	94-0024-313	CC	CLR 07/23/94	SHEB
06/27/1994	DAM TO PROPERTY	Offns Rpt	94-0020-791	CC	CLR 06/27/94	SHEB
11/10/1993	NOISE DISTURB	Offns Rpt	93-0036-142	CC	CLR 11/10/93	SHEB
09/22/1993	RESTR ORDER VIOL	Offns Rpt	93-0030-706	CC	CLR 09/22/93	SHEB
09/21/1993	DISORDERLY CONDUCT	Offns Rpt	93-0030-579	CC	CLR 09/21/93	SHEB
07/10/1993	FORGERY	Offns Rpt	93-0021-273	CC	CLR 07/10/93	SHEB
05/10/1993	DOMESTIC DISTURBN	Offns Rpt	93-0013-341	CC	CLR 05/10/93	SHEB
05/01/1993	DC	Offns Rpt	93-0012-350	RP	CLR 05/01/93	SHEB
03/04/1993	CHILD NEGLECT	Offns Rpt	93-0006-113	CC	CLR 03/04/93	SHEB
01/07/1993	BATTERY	Offns Rpt	93-0000-514	CC	CLR 01/07/93	SHEB
12/31/1992	DISORDERLY CONDUCT	Offns Rpt	92-0038-263	CC	CLR 12/31/92	SHEB
12/24/1992	DISTURBANCE	Offns Rpt	92-0037-624	RP	CLR 12/24/92	SHEB
12/17/1992	SUSPICIOUS PERSON	Offns Rpt	92-0036-870	CC	CLR 12/17/92	SHEB
12/05/1992	BATTERY	Offns Rpt	92-0035-696	CC	CLR 12/05/92	SHEB
09/15/1992	TROUBLE W/PARTY	Offns Rpt	92-0027-438	RP	CLR 09/15/92	SHEB
07/13/1992	DISORDERLY CONDUCT	Offns Rpt	92-0020-352	RP	CLR 07/13/92	SHEB
05/31/1992	ACCIDENTAL DEATH	Offns Rpt	92-0015-252	CC	CLR 05/31/92	SHEB
02/28/1992	SIMPLE ASSAULT	Offns Rpt	92-0005-601	CC	CLR 02/28/92	SHEB
01/19/1992	DISORDERLY CONDCT	Offns Rpt	92-0001-805	RP	CLR 01/19/92	SHEB
01/03/1992	DC	Offns Rpt	92-0000-213	RP	CLR 01/03/92	SHEB
01/01/1992	DISORDERLY CONDUCT	Offns Rpt	92-0000-021	CC	CLR 01/01/92	SHEB
12/30/1991	UNDERAGE CONSUMNG	Offns Rpt	91-0038-658	CC	CLR 12/30/91	SHEB
12/30/1991	DOMESTIC ABUSE	Offns Rpt	91-0038-796	CC	CLR 12/30/91	SHEB

Contacts Include: Adult, All Other  
Jurisdiction: Sheboygan



CONTACT HISTORY INFORMATION

Date	Description	Type	Incident#	Sts	Disp-Date	Agency
11/30/1991	ASSIST PERSON	Offns Rpt	91-0035-960	CC	CLR 11/30/91	SHEB
11/25/1991	BATTERY/DOMESTIC	Offns Rpt	91-0035-409	CC	CLR 11/25/91	SHEB
11/18/1991	DISORDERLY CONDUCT	Offns Rpt	91-0034-727	RP	CLR 11/18/91	SHEB
10/06/1991	DAMAGE/PRIV PROPT	Offns Rpt	91-0030-174	CC	CLR 10/06/91	SHEB
09/29/1991	LIQUOR LAW FR TXT	Offns Rpt	91-0029-436	CC	CLR 09/29/91	SHEB
09/25/1991	PARKING PROBLEM	Offns Rpt	91-0029-054	CC	CLR 09/25/91	SHEB
09/11/1991	DISORDERLY CONDUCT	Offns Rpt	91-0027-547	CC	CLR 09/11/91	SHEB
08/31/1991	SUSPICIOUS PERSON	Offns Rpt	91-0026-263	CC	CLR 08/31/91	SHEB
06/27/1991	DOMESTIC DISTURB	Offns Rpt	91-0018-223	CC	CLR 06/27/91	SHEB
06/22/1991	LOUD MUSIC	Offns Rpt	91-0017-702	CC	CLR 06/22/91	SHEB
06/15/1991	PAY ATTENTION	Offns Rpt	91-0016-738	CC	CLR 06/15/91	SHEB
06/09/1991	FIREWORKS	Offns Rpt	91-0016-001	CC	CLR 06/09/91	SHEB
04/05/1991	DOMESTIC DISTURBN	Offns Rpt	91-0008-551	CC	CLR 04/05/91	SHEB
01/21/1991	ASSIST PERSON	Offns Rpt	91-0001-848	CC	CLR 01/21/91	SHEB
01/01/1991	DISORDERLY CONDUCT	Offns Rpt	91-0000-038	CC	CLR 01/01/91	SHEB
12/29/1990	DOMESTIC ABUSE	Offns Rpt	90-0040-337	CC	CLR 12/29/90	SHEB
10/10/1990	UNDERAGE SUBJECTS	Offns Rpt	90-0032-596	CC	CLR 10/10/90	SHEB
10/06/1990	THEFT FROM BLDG	Offns Rpt	90-0032-191	CC	CLR 10/06/90	SHEB
09/05/1990	DISORDERLY CONDUCT	Offns Rpt	90-0028-813	CC	CLR 09/05/90	SHEB
07/14/1990	DOMESTIC DISTURB	Offns Rpt	90-0022-195	CC	CLR 07/14/90	SHEB
05/27/1990	ASSIST CURTIS	Offns Rpt	90-0016-276	CC	CLR 05/27/90	SHEB
03/15/1990	DISTURBING PEACE	Offns Rpt	90-0007-832	RP	CLR 03/15/90	SHEB
02/23/1990	SEXUAL ASSAULT	Offns Rpt	90-0005-687	CC	CON 02/23/90	SHEB
01/14/1990	ASSIST PERSON	Offns Rpt	90-0001-433	CC	CLR 01/14/90	SHEB
01/12/1990	BICYCLE THEFT	Offns Rpt	90-0036-603	CC	CLR 01/12/90	SHEB
01/01/1990	FIGHT IN PROG	Offns Rpt	90-0000-042	CC	CLR 01/01/90	SHEB
12/17/1989	DISORDERLY CONDUCT	Offns Rpt	89-0038-697	CC	CLR 12/17/89	SHEB
12/17/1989	PROBATION HOLD	Offns Rpt	89-0038-702	CC	CLR 12/17/89	SHEB
01/24/1989	THEFT/FREE TEXT	Offns Rpt	89-0001-914	CC	CLR 01/24/89	SHEB
12/13/1988	PARKING PROBLEM	Offns Rpt	88-0036-689	CC	CLR 12/13/88	SHEB
10/14/1988	DISORDERLY CONDUCT	Offns Rpt	88-0030-869	CC	CLR 10/14/88	SHEB
10/02/1988	ASSIST PERSON	Offns Rpt	88-0029-646	CC	CLR 10/02/88	SHEB
09/05/1988	ASSAULT	Offns Rpt	88-0026-614	CC	CLR 09/05/88	SHEB
04/21/1988	LIQUOR LAW	Offns Rpt	88-0010-357	CC	CLR 04/22/88	SHEB
03/05/1988	ASSIST PERSON	Offns Rpt	88-0005-645	CC	CLR 03/05/88	SHEB
02/17/1988	FRAUD W/C	Offns Rpt	88-0004-043	RP	CLR 03/29/88	SHEB
11/13/1987	FRAUD W/C	Offns Rpt	87-0032-807	RP	CLR 11/19/87	SHEB
11/07/1987	DISORDERLY CONDUCT	Offns Rpt	87-0031-682	CC	CLR 11/07/87	SHEB
10/23/1987	BREACH OF TRUST	Offns Rpt	87-0030-283	CC	CLR 10/23/87	SHEB
09/20/1987	ASSIST PERSON	Offns Rpt	87-0027-091	CC	CLR 09/20/87	SHEB
07/30/1987	CHILDREN TROUBLE	Offns Rpt	87-0021-286	RP	CLR 07/30/87	SHEB
06/07/1987	FOUND PROPERTY	Offns Rpt	87-0015-369	CC	CLR 06/07/87	SHEB
03/28/1987	ASSIST PERSON	Offns Rpt	87-0007-833	CC	CLR 03/28/87	SHEB

Contacts Include: Adult, All Other  
Jurisdiction: Sheboygan



September 26, 2016

Robert L. Elliott  
Attorney at Law  
735 N. Water Street, Suite 1212  
Milwaukee, WI 53202

RE: Open Records Request Dated 08-18-16

Dear Attorney Elliott:

As a continued effort to fulfill the above request, the cost estimate for Items #H and #I of your original request is \$ .25 per page @358 pages, for a total of \$ 89.50.

- H. Rules and regulations applicable to the conduct of the City of Sheboygan Police Officers. (Lexipol training manual, adoption date 06-24-16)
- I. Training materials used in the last ten years of City of Sheboygan Police Officers. (Training history report for Brandon Kehoe and Anthony Hamilton.

I look forward to your prompt response so that we can continue processing your request. If you have any concerns or questions, please feel free to contact me at phone (920) 459-3375.

Sincerely,

*Christopher Domagalski*  
CHRISTOPHER D. DOMAGALSKI  
CHIEF OF POLICE *pmh*

CDD:pmh  
Attachments

DEPARTMENT  
OF POLICE

1315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

920/459-3333  
FAX 920/459-0205

www.sheboyganpolice.com

SEP 28 2016

# Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

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735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 3, 2016

Via fax: 920-459-0205

City of Sheboygan Police Department  
Chief Christopher Domagalski  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Chief Domagalski:

To respond to your inquiry in your letter of September 22, 2016, I do not wish to receive further computer information regarding the "contacts" listed in those computer records.

The Sheboygan Police Department has not responded to items A, C, D, J-N of my August 18, 2016 Open Records Request "as soon as practicable".

Please provide the complete response of the City of Sheboygan Police Department to my Open Records Request as described in my August 18, 2016 Request with regard to items A, C, D, J-N.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862



October 5, 2016

Robert L. Elliott  
Attorney at Law  
735 N. Water Street, Suite 1212  
Milwaukee, WI 53202

RE: Open Records Request Dated 08-18-16


Dear Attorney Elliott:

This will acknowledge receipt of check #13285 in the amount of \$89.50 reference your above open records request, specifically pertaining to Items #H and #I.

Be advised, we are still compiling the individual training topics for Department In-Service training sessions used in the last ten (10) years; however, have provided an individual training history report for both listed officers. This is referenced in Item #I.

Enclosed you will find the listed records. If you have any concerns or questions, please feel free to contact me at phone (920) 459-3375.

Sincerely,



CHRISTOPHER D. DOMAGALSKI  
CHIEF OF POLICE

DEPARTMENT  
OF POLICE

1315 N. 23<sup>RD</sup> STREET  
SUITE 101  
SHEBOYGAN, WI  
53081-3180

920/459-3333  
FAX 920/459-0205

[www.sheboyganpolice.com](http://www.sheboyganpolice.com)

CDD:pmh  
Enclosure

OCT 10 2016

# Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 18, 2016

Via fax: 920-459-0205

City of Sheboygan Police Department  
Chief Christopher Domagalski  
828 Center Avenue  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Chief Domagalski:

I am writing again to remind you that you have not complied with §19.35(4) Wis. Stats. and responded to our Open Records Request of two months ago "as soon as practicable".

Items A, C, D, J-N of that August 18, 2016 Open Records Request have not been responded to. As your City Attorney will explain to you, if I have to bring a Mandamus action, I will be awarded actual attorneys fees for all of my efforts to have the City of Sheboygan Police Department respond to my Open Records Request.

If I do not receive a complete from the City of Sheboygan Police Department to the August 18, 2016 Open Records Request with regard to Items A, C, D, J-N by November 1, 2016, on that date I will file a Mandamus action against you and the City of Sheboygan Police Department.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc

cc: Client (via email)

e-mail: rle@attorneyelliott.com  
web: www.attorneyelliott.com

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862



**OFFICE OF THE DISTRICT ATTORNEY  
SHEBOYGAN COUNTY**

*Joe DeCecco  
District Attorney*

615 North 6<sup>th</sup> Street  
Sheboygan, WI 53081-4692

Telephone (920) 459-3040

Fax (920) 459-4383

**Deputy District Attorney**  
Christopher W. Stock

**Assistant District Attorneys**

- Samantha Bastil • James A. Haasch
- Nathan Haberman • Alexandra Smathers
- Joel Unnanski • Mary T. Wagner

**DISTRICT ATTORNEY FINDING**  
**FATAL SHOOTING OF KEVIN S. HIGGINS, DOB 5/30/79**  
**UNION AVENUE TAP**  
**July 17, 2016**

**Purpose of Finding**

The purpose of this Finding is to determine if Officers Brandon Kehoe and Anthony Hamilton of the Sheboygan Police Department were justified in using deadly force against Kevin S. Higgins, DOB 5/30/79, in the late evening hours of July 17, 2016 at the Union Avenue Tap, a bar located at 1401 Union Avenue in the city of Sheboygan..

**Investigative Team**

Pursuant to sec. 175.47 of the Wisconsin Statutes, investigations concerning officer-involved fatal shootings may not be investigated by the officer's own law enforcement agency. Accordingly, Sheboygan County law enforcement agencies have established a regional response team consisting of law enforcement officers from the Sheboygan Police Department, the Sheboygan County Sheriff's Department, the City of Fond du Lac Police Department, the North Fond du Lac Police Department and the Winnebago County Sheriff's Department.

For this investigation, Captain David Mack of the Winnebago County Sheriff's Department and Detective Sergeant Corey Norlander of the Sheboygan County Sheriff's Department were the primary investigators, with Captain Mack being the lead investigator. Other members of this regional investigative team included Detective Craig Quick of the Winnebago County Sheriff's Department, Detective Lance Dassler of the Sheboygan County Sheriff's Department, Detectives Bill Ledger and Steve Kaufman of the Fond du Lac Police Department and other officers from these agencies also assisted. No Sheboygan Police Department officers or supervisors were part of this investigative team.

**Scope of Review**

The following materials were reviewed to determine this Finding, which materials were supplied by the regional response team as well as reports and photos of the processing of the shooting scene by members of the Milwaukee Crime Lab mobile team:

- Interior and exterior video surveillance footage of the Union Avenue Tap, including still photographs taken from these recordings [visual only – no audio]



- Photos taken during scene processing
- Diagrams of the interior and exterior of the bar
- Interviews of the four persons present in the bar during the incident.
- Preliminary cause of death of the deceased from Dr. Doug Kelley, Chief Medical Examiner of the Fond du Lac Medical Examiner's Office who performed the autopsy of the deceased
- Interviews conducted of persons in the vicinity of the bar during the incident
- Interviews with the deceased's family members/friends
- Statements of Officers Kehoe and Hamilton
- 911 calls made by a bar patron and the bartender
- Police dispatch and responding squads' radio communications
- Sheboygan Police Department written policy on use of deadly force

### **Summary of Incident**

This summary was compiled based on all the materials listed above in the Scope of Review.

On July 17, 2016 at approximately 11:28 p.m., a person dressed in camo pants and camo jacket with hood, sunglasses, with the bottom portion of his face masked by a scarf-like cloth, wearing black and white gloves, with a camo backpack and holding a long gun (rifle) slung from a gun harness equipped with a sighting scope and shot muffler (silencer), entered the Union Avenue Tap, a bar in the city of Sheboygan. At the time of his entry, four persons, including a bartender were present. The subject entered the bar from a door located on 14<sup>th</sup> Street, one of two entrances to the bar.

At approximately 11:30 pm, this subject walked up to the bar, telling the bartender this was a robbery, with the bartender subsequently emptying the cash register and placing cash on the bar. The subject picked a few bills from the cash pile, putting them in his backpack. Two 911 calls were made from the bar, one from a patron, the other from the bartender. The first was relatively brief saying a robbery was happening at the Union Avenue Tap. The second 911 call lasted several minutes and while there was no direct response to the 911 Dispatcher's questions, the call remained connected and voices and sounds could be heard.

Once the subject placed the stolen money in his backpack, at approximately 11:32 pm, he went to a patron who was sitting at a video gaming machine, asking the patron if the patron had called 911. Although he didn't know it, this was the patron who made the original 911 call. The patron denied making a call and the subject took the patron's cell phone to purportedly review the calls made. The patron later stated that the subject gave the phone back to the patron without comment, leading the patron to believe the subject had not discovered that a 911 call was made.

The subject then, at approximately 11:34 pm, leaves by the 14<sup>th</sup> Street bar entrance, the same door he entered the bar. The bar surveillance video shows that when the subject pushes the door open and turns to walk through it, he comes face-to-face with Officer Hamilton. Officer Kehoe is out of sight due to the open door, but just to the right of Officer Hamilton. Both uniformed officers have their side arms drawn in a "cover" position on the subject. The subject squares himself to a silhouette shooting stance opposite Officer Hamilton, and begins to quickly bring his long gun up to a firing position, raising it to point at Officer Hamilton when Officer Hamilton fires several times, joined by Officer Kehoe whose shots penetrate the open glass door. The subject staggers back into the bar and collapses out of sight of the surveillance camera. It is subsequently discovered the subject is deceased. An autopsy later that day notes six gunshots to the subject's head, chin, chest, thigh and upper left back, with the preliminary observation that the two chest gunshot wounds would be fatal.

## Specific Details

### • Bar Patron Interviews

Leon W.L. [REDACTED] in a recorded interview with Detective Steven Kaufman of the Fond du Lac Police Department, stated he is a regular at the Union Avenue Tap, visiting it on an average of once a day. Leon stated he was playing one of the game machines when he noticed a person dressed in full camo, and whose face was obscured by some kind of scarf pulled up over his nose and a knit cap pulled down on his head so only his eyes were exposed, and that he had an AR15-type rifle slung from his shoulder. Leon stated this subject entered the bar at about 11:00 pm or so. Leon stated the camo subject then told the bartender that the subject was there to rob the bar, and the bartender subsequently put cash bills on the bar from the till. Leon stated that when Leon heard the camo subject state his intention to rob the bar, Leon dialed 911 and stated there was a robbery in progress at the Union Avenue Tap. That 911 recording notes the call was disconnected right after that message.

Leon stated the robber put some cash in the robber's camo backpack and was heading to the door the robber had entered when he stopped by Leon and tried to put a large white zip tie over Leon's hands, which Leon refused to allow. Leon stated the robber asked to see Leon's cell phone and, after the robber looked at it, returned it to Leon at his request. Leon stated his 911 call was still showing on his cell phone but, as the robber returned it to Leon without comment, Leon believed the robber didn't see Leon had made the call.

Leon stated the robber returns to the bar's 14<sup>th</sup> Street door and opens it outward at which point Leon can see a handgun pointed at the robber and hears someone yell "Freeze", followed by several gun shots. Leon states he and the other patrons assist the bartender who has been shot in the lower arm at which point an officer enters through the Union Avenue bar entrance and evacuates them all out the front door with everyone running out.

Christopher R.B. [REDACTED] in a recorded interview with Detective Steven Kaufman of the Fond du Lac Police Department, stated he arrived at the Union Avenue Tap at about 10:00 pm on the evening of July 17, 2016. Christopher stated that at about 11:30 pm, Christopher noticed a person in the bar dressed in camo clothing with the camo hood up over his head, wearing dark sunglasses with a camo mask of some kind covering the person's lower face, and what Christopher thought was an AR 15 rifle slung on his left side with an attached scope. Christopher stated the subject then walked to the bar area making contact with the bartender, asking the bartender to take money out of the till. Christopher states the bartender did that, laying cash bills out on the bar with the camo subject picking out a few bills and putting them in a camo knapsack, but leaving other bills on the bar. Christopher stated he then noticed that the camo subject was wearing black and white baseball batter-type gloves. He notes that the camo subject stopped by a patron sitting at a games machine, and took and inspected the patron's cell phone, eventually returning it to him.

Christopher stated that the camo subject then moved to the door in which the camo subject entered and opened the door, at which point Christopher stated he heard a yell saying "Freeze" followed by several shots, with the camo subject falling backwards into the bar to the floor. Christopher stated that the bartender was apparently wounded by a gunshot and he helped another patron in the bar to dress his wound, at which point an officer opened the bar's main entrance door on Union Avenue, telling them to get outside with him, with all four running out that door and being escorted away from the immediate area.

Mary A.H. [REDACTED], in a recorded interview with Detective William Ledger of the Fond du Lac Police Department, stated she was also a bartender at Union Avenue Tap and had finished her shift at 6:00 pm on July 17<sup>th</sup>. Her relief was her finance, Kurt R.K., [REDACTED]. Mary stated she stayed past her shift to teach Kurt how to close out the bar as he had never worked that closing shift before.



Mary stated she was sitting at the bar, sometime before midnight, when she heard the 14<sup>th</sup> Street door open and saw a person walk in wearing camo pants and some kind of hoodie with the hood up, with a light colored mask over his mouth and dark sunglasses, with a rifle slung over a shoulder hanging by his side. Mary stated this subject walked up to the bar saying words to the effect of "I'm here to take your money", that he wasn't kidding and that this was a robbery. Mary said that Kurt opened the computer cash register and laid out an estimated \$500 to \$600 in cash, and that the camo subject selected a few bills from the pile, leaving the rest on the bar. Mary stated the camo subject then had contact with Leon, a regular that Mary knew, taking Leon's cell phone and then returning it. The camo subject then went to the 14<sup>th</sup> Street door, pushed it open and that police were there. Mary stated she heard the officers yell "Stop" or "Freeze", although she doesn't remember the exact words, followed by several gun shots which broke the glass in that door. She stated she went over to where a patron, Christopher, had been seated, at which time Kurt yelled he was "hit", at which point both Mary and Christopher took bar towels to stem the bleeding. Mary stated that an officer pulled open the bar's main entrance door on Union Avenue telling them to leave and they all ran out to the officer and were escorted away from the building.

Kurt R.K. [REDACTED] was interviewed by Detective William Ledger of the Fond du Lac Police Department at Froedtert Hospital where Kurt was awaiting surgery to the gunshot wound to his forearm. Detective Ledger received medical clearance from hospital personnel, and from Kurt, to conduct the interview. Kurt stated he had begun his bartender shift at 6:00 pm on July 17<sup>th</sup>, relieving his finance, Mary, who had just finished her shift. Kurt stated Mary stayed during his shift to train him how to close the bar.

Kurt stated that sometime after 11:00 pm, a person entered the bar through the 14<sup>th</sup> Street bar entrance wearing full camo clothing with the hood up, some type of mask covering his mouth and nose, dark sunglasses, black and white gloves, a utility bag strapped to his waist and an AK 47/AR style rifle slung from his shoulder. Kurt stated that both he and Mary thought the camo subject was "joking around", but the camo subject requested money and Kurt opened the cash register and spread the cash loosely on the bar where the camo subject picked out a few bills, leaving the rest. Kurt stated that when the camo subject turned away from Kurt, Kurt dialed 911 on his cell phone and then put the phone under Kurt's wallet under the bar, leaving the phone open. Kurt stated he said, "Union Avenue Tap" a couple of times, hoping the 911 Dispatcher would hear him. Kurt stated the camo subject made some other comments that didn't make sense to Kurt such as needing money for food, that "they" sent him home with nothing, that he didn't want to kill anyone, with Kurt responding that this wasn't the way to get money.

Kurt stated the camo subject had Leon surrender Leon's cell phone to him, inspect the phone and subsequently returned it to Leon. Kurt stated he watched the camo subject walk to the 14<sup>th</sup> Street bar entrance, push the door open, at which point Kurt saw two police officers, one framed by the open door and one off to the side. Kurt stated he heard the officers yell something to the effect of "get down ... get down ... drop your weapon" after which he heard several gunshots. Kurt stated he suffered a gunshot wound that went through his forearm.

#### **Officers Brandon Kehoe and Anthony Hamilton Interviews**

Officer Anthony Hamilton was interviewed jointly by Detective Sergeant Corey Norlander of the Sheboygan County Sheriff's Department and Detective Craig Quick of the Winnebago County Sheriff's Department on July 19, 2016. His interview was conducted separately from Officer Kehoe's interview and was recorded.

Officer Hamilton stated he has approximately eight years experience as a police officer, the last seven years with the Sheboygan Police Department. He also stated he has four years service with the United States Marine Corps with several tours of duty in Iraq.

The officer stated that on July 17, 2016, he was working an 8:00 pm to 4:00 am shift. He stated that he and Officer Kehoe were both present at Kings Park in Sheboygan assigned to investigate a disturbance at that location when they were notified of a 911 call about a robbery at the Union Avenue Tap, although the officer was not sure if it was a robbery in progress or had already occurred. The officer stated he immediately proceeded to that location, and parked his marked squad a little less than a block away from the bar.<sup>1</sup> Officer Hamilton stated Officer Kehoe arrived about 5 to 10 seconds after he did and they both approached the bar together. Officer Hamilton stated he drew his service handgun as soon as he exited his squad.

Officer Hamilton stated he was able to look into a window on the east side of the bar and could see a "balding" male bartender behind the bar and a woman either in front of or behind the bar, both of whom were looking to the southeast corner of the bar. Both were speaking and using hand gestures as if they were talking to someone, but the Officer stated he could not see to whom their attention was directed. The Officer did notice a "pile of cash" on the bar. Officer Hamilton stated he continued to walk south along the bar's east side, knowing there was an entrance to the bar in the bar's southeast corner.

At the entrance, Officer Hamilton noted the glass door was covered with some type of decal or film preventing him from seeing what was on the other side of the door. He states that he and Officer Kehoe are just beginning to formulate an entry plan when the door swings open and the officer is face-to-face with a subject in cameo whose back is to the officer. Officer Hamilton states he yells "Police" and the camo subject turns to face him at which point the officer sees the subject has an AR15 rifle pointed toward the ground, is masked and is wearing black and white gloves. Officer Hamilton also sees the subject is wearing a vest containing multiple magazine pockets. He also notices the rifle has a "fat" end of its muzzle, which the officer believed was a silencer, and has an attached sighting scope..

Officer Hamilton states he ordered the camo subject to drop the gun, show his hands, at which point the camo subject began to raise the muzzle of the rifle towards the officer and Officer Hamilton fires at the subject several times, with the subject falling back into the bar, out of sight of Officer Hamilton.

Officer Brandon Kehoe was interviewed jointly by Detective Sergeant Corey Norlander of the Sheboygan County Sheriff's Department and Detective Craig Quick of the Winnebago County Sheriff's Department on July 19, 2016. His interview was conducted separately from Officer Hamilton's interview and was recorded..

Officer Kehoe stated he is an 11 year veteran with the Sheboygan Police Department, is an 8 year veteran of the Department's Emergency Response Team [ERT] and is currently an ERT team leader.<sup>2</sup> The Officer stated he is also designated as a Police Training Officer [PTO], which position trains new officers, and that he is also designated as an Evidence Technician for crime scene processing.

He stated that on July 17, 2016, he was working an extended shift of 7:40 pm to 6:30 am and was at Kings Park in Sheboygan with Officer Hamilton investigating a reported disturbance when they were dispatched to the Union Avenue Tap upon a report of a possible robbery at that bar. Officer Kehoe stated both officers, in their separate marked squads proceeded to that location by slightly different routes, with Officer Kehoe arriving on

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<sup>1</sup> Although it is not part of his interview, Officer Hamilton responded to the bar without using his emergency lights or sirens as he wasn't sure if the reported robbery was still in progress or not.

<sup>2</sup> "ERT" was formally known as "SWAT". ERT members receive specialty advanced training in weapons and tactics.

scene just after Officer Hamilton did. Officer Kehoe notes that neither emergency lights nor sirens were used by the squads as neither officer was sure if the robbery was still in progress.

Officer Kehoe stated he parked his squad near Officer Hamilton's squad, away from the immediate vicinity of the bar, with both officers exiting their squads and approaching the bar on foot together. The officer states he was able to look into a window on the east side of the bar and could see four people in the bar, a bartender behind the bar, a woman either in front of or behind the bar, and two other males, all of whom were looking to the southeast corner of the bar, leading Officer Kehoe to believe that another person was there that the officer could not see. It is at this point that Officer Kehoe believes he drew his service handgun, but he isn't entirely certain.

Officer Kehoe knew there was a door at the southeast corner of the bar and proceeded toward it right behind Officer Hamilton. He notes that the glass door is covered with some type of decal or film which prevents him from seeing inside the door, although the decal/film leaves a small area of the full glass door uncovered at the edges, through which the officer is able to see a very limited view of the inside. During the officer's approach, Officer Kehoe hears a dispatch message that an open 911 call from the bar has picked up someone saying "No one has to die tonight."

Officer Kehoe states that as the officers approach that door, it suddenly opens outward. Officer Kehoe's view inside is obscured as the door has opened toward him, although Officer Hamilton can fully see into the bar. Officer Kehoe states he was about 2 to 3 feet from Officer Hamilton. Officer Kehoe, aided by the few inches of glass exposed by the edge of the door's decal/film, as well as the ambient light from the bar, can see a subject wearing camo clothing and, initially, facing into the bar. Officer Kehoe also sees what he believes is the stock of an AR15 rifle as the Emergency Response Team is equipped with similar rifles.

Officer Kehoe states the camo subject turns to go out the door when Officer Hamilton yells several commands at the subject which Officer Kehoe remembers as "Show me your hands" and "Drop it." Officer Kehoe notes that as the camo subject turns toward Officer Hamilton, the subject raises the stock of the rifle to his shoulder area and raises the rifle's muzzle toward Officer Hamilton, until it is almost leveled at Officer Hamilton's chest, at which point both officers fire multiple times, with Officer Kehoe's rounds going through the glass door and the camo subject falling backwards into the bar, the door closing in front of him. Officer Kehoe states that the glass door, apparently equipped with safety glass, has now spider-webbed from his shots and completely obscures any view of the camo subject.

### **Preliminary Autopsy Findings**

On July 17, 2016, the body of Kevin S. Higgins, DOB 5/30/79, was transported to the Fond du Lac Medical Examiner Office where Chief Medical Examiner Dr. Doug Kelley performed an autopsy. Dr. Kelley provided "Provisional Autopsy Findings", a report in advance of the formal and full report.

Dr. Kelley noted the deceased had received six (6) gunshot wounds as follows:

- Left lower facial cheek resulting in jaw and teeth fractures, and tongue lacerations
- Graze wound to the chin
- Left chest resulting in rib fracture and perforation of the heart and right lung
- Left chest resulting in perforation of the heart and major heart blood vessels
- Left upper back resulting in soft tissue injury
- Right upper thigh resulting in soft tissue injury

The Fond du Lac Medical Examiner Office notes that the two torso (chest) gunshot wounds would be fatal.

- **Firearms And Ammunition of the Deceased**

The processing of the shooting scene by the Milwaukee Crime Lab Crime Scene Response Team [CSRT], assisted by Sheboygan County Sheriff's Department personnel, resulted in the recovery of the following items from the deceased:

- DPMS, Panther Arms, A-15, .223 caliber rifle, with scope and sound muffler (silencer). It had a 30 round magazine attached loaded with twenty-eight (28) .223 caliber live rounds, a live round in the chamber, with the safety off.<sup>3</sup>
- Four (4) 30 round capacity magazines containing .223 live ammunition
- Black tactical rifle sling
- Stun gun and flashlight disguised as a cell phone

From the deceased's backpack:

- Gun mountable laser
- 90 round rotary gun magazine with 84 live rounds of .233 caliber bullets
- 100 loose live rounds of .40 caliber pistol ammunition (which could not be fired by the A-15 rifle, but could be fired by the Kel-Tec Sub-2000 rifle found in his vehicle- *see below*)

In total, the deceased carried 218 rounds of .233 caliber rifle ammunition and 100 rounds of .40 caliber pistol ammunition.

From the vehicle used by the deceased, located in the 2100 block of 14<sup>th</sup> Street, and searched by Detectives Brad Abel and Gerald Urban of the Sheboygan County Sheriff's Department:

- A Kel-Tec Sub-2000 semi-automatic rifle, loaded with a high capacity magazine containing nineteen (19) .40 caliber Smith & Wesson jacketed hollow-point cartridges, and 11 Winchester .40 caliber full-metal-jacket cartridges. with the safety off with a round in the chamber. It was located in the front seat of the vehicle with the muzzle pointed at the floor and the stock resting against the seat. Although this firearm is a rifle, it is designed to fire pistol ammunition.

#### 911 Calls

- On July 17, 2016 at 11:30 p.m., 911 Dispatch receives a short call stating, "Union Avenue Tap...get there quick...robbery". This is believed to have been the call made by Leon W.L.
- On July 17, 2016 at 11:32, a person can be heard over Kurt's open cell phone saying "Not getting killed over (*unintelligible*) Union Avenue Tap ... Nobody wants to get shot."
- During that same extended open 911 call, while it is very difficult to hear clearly and took the Regional Response Team multiple reviews of the recording to discern what was said, a voice is yelling, "hands up" and "drop it", followed by several gunshots. This is consistent with Officer Hamilton's, Kehoe's and the bar patron interviews.

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<sup>3</sup> This firearm had been secured from the deceased's body by a Sheboygan Police Department entry team after the shooting as it was unknown at that time if the camo shooter was still an active threat. It was subsequently turned over to Detective Lance Dassler of the Sheboygan County Sheriff's Department who was assisting the Crime Lab CSRT.

### **Deadly Force Use Policy**

According to sec. 300.4 of the Sheboygan Police Department's written policy:

*Use of deadly force is justified in the following circumstances:*

- a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.*

Officers are equipped with Less-Than-Lethal Weapons (such as Tasers and O.C. Spray), but these are designed to be used mainly for control of unruly suspects, and are certainly not intended as a defense against someone engaging in imminent life threatening behavior against the officer or another. Neither Department policy nor common sense require any officer to employ the least lethal weapon at his/her disposal before moving up to a more lethal weapon. Rather, officers use the appropriate force for the particular situation, with deadly force reserved for situations similar to this incident.

### **DA FINDING & OBSERVATIONS**

I have been a prosecutor in Sheboygan County for 27 years, the last 14 years as its District Attorney. During that time, there have been a number of armed robberies in this county, mostly mini-marts, taverns and fast food restaurants.

In all that time, I am unaware of any robbery involving a firearm in which a rifle was used. And certainly not a rifle with a scope, silencer, multiple 30 shot magazines, a 90 shot magazine and several hundred rounds of ammunition. In all that time, we have never had an armed robber with a second rifle or firearm stashed in a nearby vehicle.

While it was not part of this specific review, interviews with family members and close friends indicated the deceased made extended good-byes to his family just before he left for the bar, that he had made references in the past about "suicide by cop" and had related dreams in which he killed family members. Documents in his vehicle and subsequent investigation indicated the deceased had been a patient treated by the Veteran's Administration for unspecified issues.

In addition, I have never experienced any robbery where any of the offered cash was left behind by the robber, except by mistake or accident. Here, the deceased, presented with several hundred dollars in cash laid out on the bar, picked a few of the larger bills and left the rest. He also asked Leon W.L. if Leon had called 911, which Leon denied, but had actually done. The deceased checked Leon's phone to see if Leon had called 911 and subsequently returned the phone to Leon, leading Leon to believe the deceased failed to see that call which was still listed on his phone.

Looking at all these factors, I believe the deceased did see that Leon had called 911 and that this incident was not about robbing a bar. I believe the deceased, knowing police were on the way, was leaving the bar to find a shooting site to shoot officers as they arrived in response, with his parked vehicle with the second rifle as a "fall back" position. Unfortunately for him, Officers Kehoe and Hamilton were waiting right outside the 14<sup>th</sup> Street bar door. The deceased then chose to raise his rifle to shoot Hamilton when both officers fired, killing him.

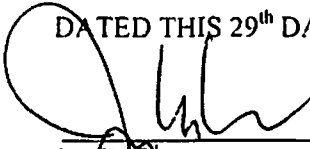
**There is simply no doubt in my mind that Officers Kehoe and Hamilton ended a deadly threat not only to themselves, but to all responding officers. Because of their training, experience, dedication and courage, not only did they go home to their families that day, all the responding officers did as well.**

All the reviewed evidence overwhelming establishes that both officers had a reasonable belief of imminent death or great bodily harm to them from the deceased. While not required to, Officer Hamilton gave clear non-lethal options of action to the deceased which the deceased chose to ignore. While the death of Kevin Higgins is unfortunate and will certainly cause emotional trauma to his family and friends, he, and he alone, made the decision to point that rifle at Officer Hamilton.

Which begs the question of what will it take for state and federal legislators to address reasonable gun restraint issues? What is the use of extended magazines except to continue shooting with minimum reloading and when is that capacity ever needed except to shoot people? How many more innocent children, wives and husbands must die by use of these deadly devices before legislators stop being spoon fed by gun lobbying groups to do their bidding? How many more families and friends must bury loved ones whose only offense was to be in the wrong place at the wrong time? How many more law enforcement agencies will have to bury fellow officers killed in the line of duty just because these types of firearms and extended magazines are readily available?

Unfortunately, there is, as yet, no answer to these long overdue questions.

DATED THIS 29<sup>th</sup> DAY OF JULY, 2016



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Joe DeCecco  
District Attorney  
Sheboygan County



August 2, 2016

To whom it may concern:

In response to public records request received by Sheboygan Police Department, a copy of the investigative summary completed by the Sheboygan County Sheriff's Department as part of the Regional Officer Involved Shooting Team into the shooting by Sheboygan Police Officers Brandon Kehoe and Anthony Hamilton which resulted in the death of Kevin Higgins.

The investigative case summary has been reviewed in preparation for public release, and a copy of the summary has made available online on the Sheboygan Police Department's website at [SheboyganPolice.com](http://SheboyganPolice.com).

Certain information has been redacted from the records, either because specifically required by law or pursuant to the Wis. Stat. 19.35(1) (a) balancing test. These redactions are described below. In addition, I have been mindful in preparing these records for release that the purpose of the Wisconsin public records law is to shed light on the workings of the government and the acts of public officers and employees in their official capacities. *Bldg. & Constr. Trades Council v. Waunakee Cmty. Sch. Dist.*, 221 Wis. 2d 575, 582, 585 N.W.2d 726, 729 (Ct. App. 1998).

Well-established public policy recognizes the privacy rights of a deceased persons surviving loved ones. Cf. *National Archives and Records Admin. V. Favish*, 541, U.S. 157, 168, 171-72 (2004). In preparing these records for release, I applied the Wis. Stat. §19.35(1) (a) public records balancing test and determined that the public interest in treating surviving loved ones of the deceased with respect for their privacy and dignity outweighs any legitimate public interest in disclosure of the following information:

1. Personal medical history and prescribed medications of Mr. Higgins

In performing the balancing test, I determined that the public's interest in protecting the privacy of Mr. Higgins family, and in facilitating cooperation with law enforcement in sensitive investigations, also outweighs any public interest in disclosure of the described records. Cf. *Liz Meyer v. Forcey*, 2002 WI 84, ¶ 38; 254, Wis. 2d 306, 646 N.W.2d 811.

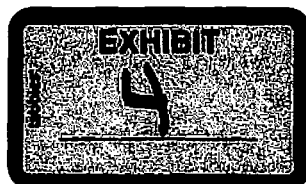
In preparing these records for release, I also determined by application of the public records balancing test that the public interest in protecting the ability of law enforcement to gather information when conducting sensitive investigations and in protecting the privacy of citizens involved in these investigations outweighs any legitimate public interest in disclosure of identifying information that could identify witnesses and other individuals referenced by witnesses. Cf. Wis. Stat. §19.31;

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Linzmeier, 254 Wis. 2d ¶¶ 306, 30, 32, 39, 41. Due to the sensitive and sometimes controversial nature of officer involved shooting incidents, public disclosure of the full names and other identifying information for individuals interviewed are mentioned during interviews could expose these individuals to unwanted public scrutiny, criticism, or pressure from outside sources, which could have a chilling effect on future witnesses willingness to come forward and cooperate with law enforcement investigations of similar incidents. Accordingly, the following information has been redacted from the record repaired for release:

1. Names of adult witnesses, family members and others mentioned by individuals interviewed or in related records. Initials for the names of these individuals have been left unredacted. For family members who share the last name of Mr. Higgins, only the first names of the family members were redacted to the initial.
2. Other information that would identify the above individuals. Dates of birth, home addresses, and home and personal telephone numbers.
3. Audio and video recordings of witness interviews.

In performing the balancing test, I determined that the public interest in avoiding unnecessary intrusion into the personal lives of persons collaterally mentioned in a law enforcement report outweighs any legitimate public interest and information about the conduct of government affairs. Furthermore, I determined that the public interest in protecting the privacy of these individuals, and in facilitating cooperation upon enforcement incense investigation, also outweighs any public interest in disclosure of the described information. Cf. Linzmeyer, 254 Wis. 2d ¶¶ 306, 38.

Sincerely,

Captain Kurt J. Brassler  
Criminal Investigation Division  
Sheboygan Police Department

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**REPORT OF INVESTIGATION**

**OFFICER INVOLVED DEATH of KEVIN S. HIGGINS**

On Monday, 07-18-16, at 0159 hours, I, Sergeant Corey Norlander with the Criminal Investigation Division of the Sheboygan County Sheriff's Department, was called to assist in the investigation of a robbery and officer involved shooting involving officers of the Sheboygan Police Department. I was called as part of the Regional Response Team (RRT) that was going to be investigating this incident on behalf of the Sheboygan Police Department. My assignments as part of this RRT were to be Co-Lead Investigator, the Investigations Supervisor, and also to write this investigation summary relative to the Officer Involved Shooting.

The Regional Response Team that was assembled included Captain Dave Mack from the Winnebago County Sheriff's Department as Incident Commander, Detective Craig Quick from the Winnebago County Sheriff's Department as Co-Lead Investigator, Detective William Ledger from the Fond du Lac Police Department, Detective Steve Kaufman from the Fond du Lac Police Department, Detective Lance Dassler from the Sheboygan County Sheriff's Department, Detective Brian Judd from the Sheboygan County Sheriff's Department, Detective Gerald Urban from the Sheboygan County Sheriff's Department, Detective Brad Abel from the Sheboygan County Sheriff's Department, and the Milwaukee Crime Lab Crime Scene Response Team led by Lisa Treffinger.

This summary is in no way intended to outline all of the evidence, witnesses, or information this investigation has produced. It is intended to provide an overview of that information. In writing this summary, I also recognize that not all investigative leads have been completed, and this investigation remains ongoing.

Although this summary is not intended to thoroughly review the armed robbery, I recognize this incident does not begin when officers arrived on scene, but when the suspect, Kevin S. Higgins, DOB 05-30-79, arrived on scene. Had Higgins survived this encounter, I would be recommending he be charged with:

**Armed Robbery, in violation of:**

943.32 (1) Whoever, with intent to steal, takes property from the person or presence of the owner by either of the following means is guilty of a Class E felony:

(a) By using force against the person of the owner with intent thereby to overcome his or her physical resistance or physical power of resistance to the taking or carrying away of the property; or

(b) By threatening the imminent use of force against the person of the owner or of another who is present with intent thereby to compel the owner to acquiesce in the taking or carrying away of the property.

(2) Whoever violates sub. (1) by use or threat of use of a dangerous weapon, a device or container described under s. 941.26 (4) (a) or any article used or fashioned in a manner to lead the victim reasonably to believe that it is a dangerous weapon or such a device or container is guilty of a Class C felony.

As well as Endangering Safety by Use of a Dangerous Weapon (pointing firearm at law enforcement officer), in violation of:

941.20 (1m)(b) Whoever intentionally points a firearm at or towards a law enforcement officer, a fire fighter, an emergency medical technician, a first responder, an ambulance driver, or a commission warden who is acting in an official capacity and who the person knows or has reason to know is a law enforcement officer, a fire fighter, an emergency medical technician, a first responder, an ambulance driver, or a commission warden is guilty of a Class H felony.

#### Surveillance Video, 911 Calls, and Police Radio Traffic

This incident began with a robbery at the Union Avenue Tap, located at 1401 Union Ave, City of Sheboygan, County of Sheboygan, State of Wisconsin. Investigators recovered a video surveillance DVR which contained numerous camera angles that record the entire event, beginning with Higgins standing outside the building in the south alley/driveway at 23:27:42 hours. Higgins enters the bar at 23:28:33 hours. Higgins is dressed in full camouflage clothing, has a hood pulled up over his head, some type of facial covering pulled up from his neck area covering his mouth and nose, gloves, and sunglasses. He has an AR-15 style rifle slung, hanging down his right side. He has a backpack over his left shoulder, and is wearing a vest on the front of his body that contains extra magazines for the rifle. There are four other people in the bar who become the victims of this robbery, including:

- Kurt R. K.
- Mary A. H.
- Christopher R. B.
- Leon W. L.

At 23:30:10 hours, the bartender, Kurt R. K., is seen in the surveillance video getting money from the cash register.

At 23:30:54 hours, bar patron Leon W. L. made the first of two 911 calls from the bar. Using his cell phone, Leon W. L. provided three brief pieces of information before hanging up:

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Union Avenue Tap, Get there quick; Robbery. I reviewed recordings of the 911 calls for this information.

At 23:31:03 hours, the surveillance video showed Higgins placing some of the money that was placed on the bar into his backpack.

At 23:31:38 hours, dispatch requested Officers Brandon Kehoe and Anthony Hamilton clear the call they were on and advised them dispatch received a call from someone saying we should get to the Union Avenue Tap as there is a robbery occurring. No further information. These officers advised immediately that they were en-route, and other assisting officers were dispatched. The only other information dispatch could provide before Officer Kehoe and Officer Hamilton arrived was the address for the bar. I obtained this specific information by reviewing the recordings of the radio traffic.

At 23:31:59 hours, the bartender, Kurt R. K., made a 911 call and set his phone down, leaving the line open. He never communicated directly with the dispatcher, but this open line call recorded the rest of the incident from this moment through the shooting. I obtained this information by reviewing the recordings of the 911 calls.

At 23:32:37 hours, Higgins was seen on surveillance video walking over to a gaming machine where Leon W. L. was seated.

In reviewing the surveillance video, one of the cameras is placed on the ceiling of the bar facing the east entry door, slightly northwest of the door. At 23:34:16 hours, surveillance video shows Higgins starting to leave the bar. He is backing toward the east facing door, while still facing the patrons in the bar area. His movements are slow during this departure.

Police Radio Traffic records Officer Kehoe call out that he and Officer Hamilton are on scene, and Officer Kehoe is in command. Dispatch orders emergency traffic only. The time for this is not specifically logged within the recording, but the dispatcher logged the time in the Computer Aided Dispatch (CAD) Call comments as 23:34:22 hours.

Police Radio Traffic records the dispatcher providing Officer Kehoe information that he has attempted to call the bar and the line is disconnected. The dispatcher also advised Officer Kehoe that a second dispatcher has an open line from the bar, and a person in the bar is saying nobody wants to get killed at the Union Avenue Tap. Officer Kehoe responded, Copy, We have eyes on inside. Looks like a happy establishment so far. Keep holding the channel. The dispatcher acknowledged.

The next Police Radio Traffic came from Officer Kehoe advising, Shots fired. (Officer Hamilton) and I are 10-4. Send me everybody. Stage EMS, 12<sup>th</sup> and Union. The dispatcher

acknowledged, and dispatched all officers to 1401 Union Avenue for shots fired. The time the dispatcher logged this entry in the CAD Call Log was 23:34:59 hrs.

The surveillance video camera described above as showing Higgins starting to leave the bar records the entire shooting incident, from the vantage point of the bar ceiling. The time on the DVR is approximately 23:34:17 hours. Higgins is seen backing into the door, looking into the bar area as he opened the door with his right hand. As Higgins backed out the doorway, Officer Hamilton appeared in the camera view. Officer Hamilton had his handgun pointed at Higgins. Higgins then turned toward Officer Hamilton, turning to Higgins right. Higgins dropped his right hand to grab his slung rifle, which was slung down the right side of his body. Higgins squared up toward the officer, and stepped toward him. Higgins raised the rifle with his right arm, moving his body into a bladed position with his left foot forward and his right foot at the threshold of the door.

At 23:34:23 hours, surveillance video from the same camera showed Higgins brought the rifle to his right shoulder and Higgins pointed the rifle toward Officer Hamilton, as Officer Hamilton was moving to his left (south). The video then showed glass coming from the door toward Higgins at about neck height from the left or north, which caused Higgins to move to his right until coming into contact with the south door jam.

At 23:34:24 hours, the same surveillance camera showed Higgins retreating backwards into the hallway of the bar. The video recorded a second blast of glass through the door, coming from the left at Higgins' head height. Officer Hamilton was seen still moving to his left (south). Higgins was seen turning to his left toward Officer Kehoe (who was never seen by the camera during this gunfire). At that point, there was an additional blast of glass seen through the door, and Higgins let go of the door as he retreated. Higgins continued to hold the rifle at waist height, pointed to the northeast (Officer Kehoe's unseen position), and there was another blast of glass through the lower half of the door.

At 23:34:25 hours, the same surveillance camera showed Higgins was completely inside the building with his rifle still pointed toward the closing door. Higgins moved to the south end of this hallway. Two shots are seen coming through the lower glass of the door near the north end of the door. The door completely closed, and the suspect was completely out of view of the camera to the south in this hallway.

At 23:34:27 hours, the same surveillance camera showed Higgins' gun appeared in the camera view, with his left hand supporting it, as he was falling to the floor.

At 23:34:29 hours, the same surveillance camera showed Higgins left foot in the camera view.

During the course of Higgins retreating back into the bar, the same surveillance camera showed muzzle flashes from Officer Hamilton's handgun. Other video surveillance cameras show Kurt R. K.'s arm being shot. Ballistic comparison is needed to determine whose round struck Kurt R. K.

A separate camera that showed the bar area recorded at 23:34:23 hours, Kurt R. K. was standing behind the bar across from where Mary A. H. was seated. All of the people in the bar reacted to the police encounter with Higgins. Kurt R. K. and Mary A. H. both moved to the north.

This camera showed at 23:24:25 hours, Kurt R. K. went to the ground after it appeared his right arm was struck by a bullet as he was moving.

In reviewing the 911 call placed by Kurt R. K. at 23:31:59 hours, which remains an open line, I could hear a male voice say, Nobody wants to get killed at Union Avenue Tap. A short time later, the same voice said, nobody wants to get shot.

At about 2 minutes and 25 seconds into this open line 911 call, a different male voice was heard shouting what sounds like, "Hands up. Drop it." Immediately after this, a number of loud sounds are heard, which would be consistent with the sound of gunshots. Following this, there are the sounds of distress from a male and female voice, and the male is heard asking, "Help".

Based on Higgins' retreat into the dark hallway south of this east door, and the still intact glass door swinging closed, officers did not know if Higgins had been struck by gunfire, or if he may be waiting in ambush for officers to approach. There is a lengthy tactical effort to determine this, and after numerous interventions, officers made a tactical entry through the north door of the bar and made their way to Higgins' position. The surveillance video throughout the bar records this as happening on Monday, 07-18-16, at 00:18:43 hours. Two of the officers in this entry team were Officer Brandon Kehoe and Officer Jason Pacey. I mention them specifically because I will be citing their observations later in the report.

#### **Firearms and Shots Fired**

During interviews with Officer Brandon Kehoe and Officer Anthony Hamilton, as well as examination and packaging firearms as evidence, Detective Quick and I determined Officer Kehoe had been armed with his department issued Glock 22 .40 caliber handgun, a secondary Ruger .38 Special revolver, and later a department issued squad rifle. Officer Kehoe fired seven rounds from his Glock 22, never drew or fired the Ruger revolver, and never fired the squad rifle.

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Officer Hamilton was armed with only his department issued Glock 22 .40 caliber handgun. Officer Hamilton fired six rounds from this handgun.

A total of thirteen .40 caliber handgun rounds were fired by the officers.

Detective Dassler and the Crime Lab Crime Scene Response Team collected evidence from the scene. Specifically as it relates to shots fired, thirteen .40 caliber shell casings were located, and all fired rounds were accounted for between the scene and the autopsy of Higgins.

Detective Dassler found that within the backpack Higgins had been carrying, there were white socks, which contained six unused white zip strips, six used white zip strips, one LED flashlight, black and green in color, one gun mountable laser, black in color, one green handkerchief, one 90 round rotary gun magazine, for a .223 caliber rifle, which contained 84 .223 live rounds of ammunition, 100 rounds of 40 caliber ammunition inside of a plastic bag, one box cutter and six blue rubber gloves. Detective Dassler also found in that backpack a wallet with multiple credit cards and a Wisconsin State identification card for Kevin Higgins. Also contained in the backpack was \$400.00 in US currency, which was found secured in the back side of the backpack. The \$400.00 in US currency consisted of three \$10 bills, sixteen \$20 bills and one \$50 bill. The six used zip strips were formed into circles, and connected to each other, as to form a set of items referred to as flexible handcuffs. There were two completed sets of those, as well as one individual flex cuff and one cut flex cuff.

Detective Dassler recovered from under the left knee of Higgins, a .223 caliber 30 round magazine that was loaded with 30 rounds of .223 caliber ammunition.

Detective Dassler found Higgins was wearing a load bearing ammunition vest, which was camouflaged in color, and contained three 30 round capacity, .223 magazines and ammunition. He found the ammunition vest had two holes in it, which appeared to be from bullets passing through it. The first bullet hole was on the left side of the vest, on the outer side of the magazine pouch. Upon removing the magazine from that pouch, he was able to discover what appeared to be a .40 caliber bullet had struck the vest and magazine. The 40 caliber round was present, and had passed through the outer wall of the .223 caliber magazine. The round was lodged into several live .223 rounds that were in the magazine. A total of twenty-six live .223 rounds were present in that magazine. The second bullet hole within this vest was located in a piece of nylon webbing that attaches from the front load bearing portion of the vest up to the shoulder area. This hole was in the left strap near the shoulder. Also located within the vest were two additional magazines, one additional one on the left side and one in the right side of the vest. One of those magazines had green tape wrapped around the bottom of it, and it contained 30 .223 live rounds of ammunition. The other magazine was black in color and contained 21 live .223 rounds of ammunition.

Detective Dassler recovered a DPMS, Panther Arms, A-15, caliber .223 rifle. This rifle contained some type of optic on top of it, as well as a silencer or suppressor on the end of it. The rifle had a 30 round magazine with 26 live rounds of .223 caliber rifle ammunition, and one in the chamber.

Detective Dassler determined that at the time of this incident, Higgins had a total of 318 rounds of ammunition with him when he entered the tavern to commit the robbery. 218 rounds would have been .223 caliber rifle ammunition and 100 rounds would have been .40 caliber pistol ammunition.

Detective Dassler recovered another round that had struck the horizontal cross bar of the door, and stopped there.

Detectives Urban and Abel also recovered a Kel-Tec Sub-2000 semi-automatic rifle from the vehicle Higgins drove to the scene. The rifle was loaded, with the firing safety off, and one cartridge was loaded in the chamber. The rifle was equipped with a "2 Plus 2" high capacity magazine, that was loaded with 19 PPU .40 caliber S&W jacketed hollow-point cartridges, and 11 Winchester .40 caliber full-metal-jacket cartridges. The rifle was lying with the muzzle on the front passenger side floor board, and the stock up onto the front passenger seat.

Detective Dassler noted that the Crime Lab's Crime Scene Response Team found no evidence that Higgins had fired any rounds.

#### Autopsy of Kevin Higgins

Detective William Ledger accompanied Higgins' body to Aurora Sheboygan Memorial Medical Center for X-rays. Sheboygan County Medical Examiner David Leffin was present for this as well. The X-rays showed 7 projectiles in Higgins' body. Three of the projectiles were in and around Higgins' chest, two were located near Higgins' hips, one was lodged in Higgins' right chin area, and one looked to be in Higgins' abdomen area.

Detective Ledger was present for the autopsy of Kevin Higgins at the Fond du Lac County Medical Examiner's Office. The autopsy was conducted by Dr. Kelly. Dr. Kelly's Provisional Autopsy Findings showed a Gunshot Wound to the Head, Gunshot Wound to the Chin (graze wound), Gunshot Wound to the Left Chest, Gunshot Wound to the Left Chest (lateral), Bullet Jacketing recovered from the right ventricle of the Heart, Gunshot Wound to Left Upper Back, and Gunshot Wound to Right Upper Thigh. Dr. Kelly also notes that Toxicology is Pending, and identified Focal Coronary Artery Disease.

#### Interviews

Interviews discussed in this report are not intended to be all inclusive, nor provide all of the information the noted witness provided.

**Interview Leon W. L.**

Detective Steve Kaufman interviewed Leon W. L., Leon W. L. stated that when he came into the bar, Kurt R. K. was bartending and his girlfriend, Mary A. H., who is the bar manager, was training Kurt R. K. Leon W. L. mentioned there were other people in the bar at the time he arrived, but when the incident occurred, there were only he, Kurt R. K., Mary A. H., and one other male patron. Leon W. L. observed the suspect walk into the bar from the 14<sup>th</sup> Street side door, dressed in camo, with a mask covering the area below his nose, and a knit hat on. Leon W. L. saw the suspect had a black AR15 type gun slung over his right shoulder, with the muzzle down. Leon W. L. asked, "What is this, a joke" as the suspect walked by.

Once at the bar, Leon W. L. said the suspect said "I'm going to rob the place" or something similar to that. Leon W. L. said it looked like the suspect started to raise the gun at this point. The suspect told Kurt R. K., "I want the money."

Mary A. H. said that Kurt R. K. doesn't know how to get the money, and instead of someone getting hurt, she would get the money from the cash drawer. Mary A. H. then went behind the bar to get the money.

Leon W. L. mentioned that he called 911 at that point from his phone.

Leon W. L. stated Mary A. H. gave the suspect a stack of money. The suspect put the money in a camouflage bag that was clipped to his waist.

Leon W. L. described the suspect walking over to him, and there having a conversation. During this interaction, the suspect attempted to zip tie Leon W. L. hands together, but Leon W. L. did not allow that.

Leon W. L. observed the suspect start to open the door to leave, and Leon W. L. noted the door swings out and the door itself is a solid window. At the same time the suspect started opening the door, Leon W. L. saw through the glass of the door a handgun pointed towards the suspect and heard a male voice yelling, "Freeze". At that point, Leon W. L. heard 4 "pop, pop, pop, pop" and the window of the door shattering. Leon W. L. explained the 4 pops could have been more, but were definitely gunshots.



Leon W. L. added that the suspect had the gun pointed forward while walking toward this exit door. The AR15 was still slung over the suspect's shoulder, but Leon W. L. thought the gun was pointed forward from the suspect's waist.

#### Interview Christopher R. B.

Detective Steve Kaufman interviewed Christopher R. B. Christopher R. B. stated while he was in the bar, he noticed the suspect over by a man playing the gaming machines. This suspect was dressed in what looked like army issued camouflage clothing, with a hood up, wearing sunglasses, and some kind of camouflage mask that started just below the suspect's nose. Christopher R. B. thought the suspect was a white male based on Christopher R. B.'s seeing the suspect's nose, which was white.

Christopher R. B. also observed the suspect had an AR15 slung on the suspect's left side. Christopher R. B. said the gun looked real with a pretty decent scope. Christopher R. B. said the muzzle of the gun was pointed down.

Christopher R. B. observed the suspect walk to the bar and ask Kurt R. K., "Can I get the money out of the till?" Christopher R. B. described Kurt R. K. as looking puzzled. The suspect then said something like, you think this is a joke (or game)? Christopher R. B. said the suspect was not doing anything with the gun, and his voice was very calm.

Christopher R. B. observed Kurt R. K. grab the money from the till and place it on the bar. Christopher R. B. observed the suspect grab the larger bills, but not all of the bills, and put them in some kind of camouflage backpack. Christopher R. B. could see the suspect was wearing some type of gloves when the suspect did this.

Christopher R. B. said the suspect was saying that "you really want to do this", and also something about the military and saving his country.

Christopher R. B. saw the suspect go to the back door, which was the same door the suspect had entered. The suspect started opening the door. Christopher R. B. described the suspect's rifle as still slung over the suspect's shoulder and pointed down.

As the door was opened by the suspect, Christopher R. B. heard a male voice that was very stern yell "Freeze". Within a split second of "freeze", Christopher R. B. heard several gunshots. Christopher R. B. could not determine how many, but said it was definitely more

than two. The suspect then fell to the ground. The door which was made of glass also "spider webbed".

#### Interview Mary A. H.

Detective Ledger interviewed Mary A. H., Mary A. H. stated she worked at the Union Avenue Tap on the weekends for extra money. On Sunday, 07-17-16, she had worked from noon until 6:00 p.m. Mary A. H. fiancée, Kurt R. K., came in to work 6 p.m. to close. Mary A. H. was training Kurt R. K. how to close the bar.

Mary A. H. stated at one point there were only two other customers in the bar, who she knew by the first names of Leon and Chris.

Mary A. H. said at some point, she observed a guy walking towards the bar wearing camo pants, some type of hooded sweatshirt with the hood up, a light colored mask over his mouth, and dark tinted sunglasses. Mary A. H. described the suspect as being very calm, walking slowly and carrying a backpack. Mary A. H. observed he had a rifle slung over his right shoulder and his right hand was down to his side on the rifle. The suspect walked up to Kurt R. K. at the bar, took out some zip ties, and said "I'm here to take your money", or something similar. The suspect said he wasn't kidding, that this was a robbery. The suspect was handling the zip ties, which she described as being commonly used by law enforcement to handcuff or restrain people in lieu of actual handcuffs. Mary A. H. told the suspect she was the official bartender as Kurt R. K. was only in training, and she would get him the money.

Kurt R. K. opened the cash drawer, and placed all the money on the bar, ranging from smaller bills to larger bills. Mary A. H. observed the suspect shuffling through the money, placing some in his pocket and leaving the rest on the bar.

The suspect then went over to Leon W. L., and there was conversation between them.

After this, the suspect made a comment to Kurt R. K. about "just getting out" and "needing money for food", however Mary A. H. did not know what the suspect meant by that.

Mary A. H. observed the suspect turn away from her and began walking toward the side entrance of the bar off 14<sup>th</sup> St., a door which opens outward. Mary A. H. said she watched the suspect as he pushed open the side entrance door and she then heard very loud yelling, and she knew the police were on scene. Mary A. H. said the yelling came from outside, and she believed the police officers yelled something about stop or freeze.

Mary A. H. then heard at least 5 quick gun shots in a row and saw glass breaking near the entrance door. She got off her stool and near the floor, when she heard Kurt R. K. yell out

that he had been hit, referring to being shot. Mary A. H. then stood up and ran behind the bar to check on Kurt R. K.

**Interview Kurt R. K.**

Detective Ledger interviewed Kurt R. K. at Froedert Medical Center in Wauwatosa. Kurt R. K. said on this Sunday, his fiancée, Mary A. H., had worked noon to 6:00 p.m. and he was working 6:00 p.m. to close. Mary A. H. was training Kurt R. K. how to close the bar.

Kurt R. K. said sometime after 11:00 p.m., he saw the suspect come into the bar through the side entrance door off 14<sup>th</sup> St. Kurt R. K. noticed the suspect was wearing a full camouflage outfit, some type of mask covering his mouth and possibly his nose, black and white gloves, and carried a utility bag strapped to his waist. Kurt R. K. also described the suspect was wearing black tinted sunglasses and had his hood up.

Kurt R. K. noticed the suspect had an AR style rifle hanging over his right shoulder and it looked to him to be similar to that of an AK-47 but he wasn't sure.

Kurt R. K. said the suspect was definitely off, messed up, and didn't know what the hell he was doing. Kurt R. K. said the suspect was saying "really weird shit".

Kurt R. K. didn't know if this was a joke until he saw the suspect take out zip ties, at which time he knew this was serious.

Kurt R. K. said the suspect didn't appear to be normal, but he didn't know if it was drugs, alcohol, or something mental health related.

Kurt R. K. said Mary A. H. told the suspect Kurt R. K. was only a trainee, but they would turn the money over to him. Kurt R. K. opened the cash register and removed all the money and laid it across the bar. Kurt R. K. observed the suspect fumble through the money and only took a small amount of the money, leaving a lot of it on the bar.

Kurt R. K. said when the suspect turned away from him, Kurt R. K. dialed 911 on his cell phone and hid his phone under the bar.

Kurt R. K. observed the suspect go over to the area where Leon W. L. was and have a conversation with him. The suspect then returned to the bar area by Kurt R. K., and the suspect made more unusual comments similar to he "was sorry it had to be like this, but they sent me home and I got nothing and I got to eat". Kurt R. K. said the suspect was very tentative and said he didn't want to kill anybody tonight. Kurt R. K. said it looked like the suspect was trying to get his thought patterns together and he appeared to be "off kilter", and wasn't making sense.

Kurt R. K. told the suspect this wasn't the right way to go about doing this, and then the suspect turned around and tried to leave the tavern using the side entrance door off 14<sup>th</sup> St.

Kurt R. K. observed the suspect push open the door and then heard loud screaming. Kurt R. K. observed one uniformed police officer at the side entrance and he believed he saw one other uniformed police officer through the front glass window. Kurt R. K. couldn't remember the exact words he heard the officers screaming, but it sounded like, "get down, drop your weapon, drop your weapon." Kurt R. K. did not see if the suspect ever raised his weapon toward the police officers. Kurt R. K. said he heard multiple gun shots, however he ducked down and never saw where the suspect went.

Kurt R. K. stated one of the bullets grazed his right breast area causing an injury and a second round struck his right lower arm area and it was just dangling and Kurt R. K. couldn't move his arm. Kurt R. K. stated the bullet went completely through his arm. Kurt R. K. believed it was possible that the bullets that struck his chest and arm came from one of the police officers.

#### Interview Nicole H.

Detective Quick and I interviewed Nicole H., the wife of Kevin Higgins. Nicole H. had called the Sheriff's Department and advised that she had seen on Facebook that Sheboygan Police Officers had shot a man in all camo, and she feared it may be her husband. Nicole H. was cooperative with investigators throughout this investigation.

Nicole H. stated as she was putting the girls to bed on Sunday night, Kevin was putting his "camo" on. Nicole H. said Kevin does that a lot. Nicole H. stated he was wearing black tennis shoes, camo pants, a tannish or light olive-green shirt with a flag on the shoulder, and she ran her hand across her left shoulder as she said this. Nicole H. stated Kevin had a camo jacket over that, and then a neck warmer around his neck. Nicole H. described the type of glasses that he was wearing, stating he looked ridiculous in them. Nicole H. said they were black sunglass-type glasses, and stated they had sunglass lenses on them. Nicole H. said when she got done putting the girls to bed, she came downstairs and he was gone.

Nicole H. said it might sound weird, but he almost seemed relieved. Nicole H. said Kevin was always so scared and paranoid. Nicole H. said on Sunday he seemed kind of scared, but was in a brighter mood at the end of the day.

Nicole H. stated Kevin had two guns that he was fixing for friends. She stated one of them was a .40 caliber, but it folded in half, and she demonstrated this with her hands. Nicole H. stated Kevin also had an AR-15. Nicole H. said the friend that owned both guns was Darrian D.

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Nicole H. then again began to cry, stating she has hidden these guns in the past, and then asked a question to herself, why didn't I hide them better.

Nicole H. said Kevin has never robbed anyone, or talked about robbing anyone.

Nicole H. stated Kevin was a disabled veteran. Nicole H. stated Kevin was in the Army infantry for four years, and then was in the Air Force for six additional years after that. Nicole H. described Kevin has ( ), and busted his ( ) and ( ) in a wreck. Nicole H. stated Kevin also had ( ).

Nicole H. then went on to talk about Kevin's ( ), and she took him to the VA eight different times for problems with that. Nicole H. said six of those times they were turned away, telling Kevin that if he was not suicidal or homicidal, they had more important people to talk to. Nicole H. said Kevin then ( ) at the VA Hospital down in Milwaukee. Nicole H. stated after ten hours in the ER, they finally got up to the ( ), and then Kevin would sleep all day. Nicole H. said less than 24 hours later they called and told Nicole H. to pick Kevin up, stating they had nothing more they could do for him because he had a ( ) and a ( ). Nicole H. identified Kevin's ( ) as Dr. D. from the VA Clinic in Cleveland, and Dr. D. is the ( ) who ( ).

Nicole H. said two weeks after getting checked out of their VA hospital; Kevin got checked into Memorial Hospital. Nicole H. stated they got Kevin on a great regimen of ( ). Nicole H. stated the civilian doctors had him on ( ) and ( ), stating the ( ) boosted the ( ) enough. Nicole H. stated Kevin also took ( ), which is for night terrors and ( )-related symptoms.

Nicole H. stated the VA Hospital could not give Kevin the ( ) because they didn't have it, so they put him on ( ). Nicole H. stated this ( ) regimen started around February, and Kevin was on the ( ) for about four weeks, but the ( ) was making Kevin very groggy. As a result, Kevin stopped taking that ( ). They told the doctors Kevin would take the ( ), but the ( ) wasn't even the same type of ( ), but was the closest the VA offered.

Nicole H. said she was just in the process of getting Kevin signed up for Medicaid through the state, so that Kevin could continue to see a civilian doctor, and they could afford it. Nicole H. went on to describe how the bills have just been piling up as it relates to this.

Nicole H. talked about the event which occurred in February, that resulted in Kevin's being ( ), and she described an event in which she and Kevin were alone and he was suicidal, so she called 911. Nicole H. stated at that time Kevin was talking about "suicide by cop". Nicole H. talked more about this event, but I also was very familiar with this event, as I was part of the incident that she described that occurred on 02-21-16, under Complaint #S16-02828. Nicole H. stated the SWAT Team responded that night, and the head of the SWAT Team happened to also

be a veteran and convinced Kevin to go to Memorial Hospital. Nicole H. stated Kevin self-admitted that night. Nicole H. stated that's when Kevin got stabilized on the ( ), with the start of the ( ). Nicole H. said Kevin had to switch to the ( ) about a week later, and then said he was probably only on the ( ) for about two weeks before getting switched to the ( ). Nicole H. said the ( ) made a world of difference.

(The event described on 02-21-16 did not involve the SWAT team, but involved a number of officers who also are part of the SWAT team. During my phone negotiation with Kevin, he was consistently very angry toward police officers, regularly referring to us/me as "you fuckers", and being agitated when discussing police officers. He did surrender peacefully to officers however.)

#### Interview Darrian D.

Detective Quick and I interviewed Darrian D., Darrian D. described himself as like a brother to Kevin Higgins, and said Higgins was his best friend.

Darrian D. said that he met Higgins one night when he was standing in the middle of the street in front of their houses in Plymouth and was screaming. Darrian D. said there was no denying that Kevin had issues, it was always just a matter of who was able to settle him down at a given time.

Darrian D. then went on to describe Kevin, Nicole H., and the girls all being there Sunday sometime. Darrian D. stated they stopped in, and Kevin and Nicole H. had been drinking. Darrian D. had questions about that because Darrian D. was under the understanding that Kevin was not drinking. Darrian D. said drinking took Kevin to places that Kevin didn't want to go. Darrian D. stated Kevin takes a lot of ( ), and that doesn't mix with alcohol, and Kevin was also taking an ( ), maybe ( ), or something like that. Darrian D. said he and Kevin had discussed Kevin's just having called the Combat Veterans hotline the night before he was there, to help him, and Kevin had reached out to the Combat Veterans hotline many times in the last eight days. Darrian D. said it is just not Kevin to go and rob something. Darrian D. said this is a total shock in his behavior pattern, as Kevin is always helping, always helping vets. Darrian D. said he could not say anything bad about that man.

Darrian D. explained that Kevin had traded a drone to someone for a couple guns. Darrian D. said Kevin did not want Nicole H. to know. Darrian D. said he guesses Nicole H. would be under the guise that the guns are Darrian D.'s. Darrian D. said Kevin came and got the guns out of Darrian D.'s garage, where he said they were stored for a couple of days, and took them back to Kevin's house. Darrian D. stated when they moved, because of Kevin's state and his screaming in the streets, Nicole H. assured Darrian D. that the guns would be locked in her

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father's safe. Darrian D. said he confronted Nicole H. again about whether or not she had all the guns locked up when Kevin was getting denied at the Vet's Hospital, and Nicole H. stated to Darrian D. that it was fine, Kevin doesn't know where the guns are, and they're in some kind of a chimney at their place.

Darrian D. said Kevin was having dreams about killing Nicole H. and S.H. Darrian D. said Kevin had been talking about this as recently as four months ago. Darrian D. said Nicole H. knew, and she had come to Darrian D. with that information. Darrian D. said this robbery doesn't make sense to him, and he thinks it was more that Kevin was in fear of hurting his family, of hurting people that he did not want to hurt, because he was a kind man, and that got the better of him.

**Interview April W.**

Detective Stewart from the Sheboygan Police Department interviewed April W., from ( )

April W. advised that Kevin and Nicole H., as well as their children, had been at her residence on Saturday afternoon celebrating a birthday party for one of her children. She advised that Kevin and Nicole H. had left at about 9:30 that evening. She advised that Kevin appeared very tired but she knew of no issues when they left.

April W. advised that Kevin ( ) and that he resented authority. She advised it seemed as though he wanted a confrontation all the time.

April W. indicated that her husband, Daniel S., had also served in the military. She advised that Daniel S. had tried to look after Kevin. Daniel S. had encouraged Kevin to join the VFW on 12th and Union and Kevin had spent a lot of time at the VFW. Although, his time lately had dropped off due to the leader at the VFW, identified as Jerry, had put a ban on Kevin's drinking due to his ( ) and his ( ) that was ( ) to him.

April W. advised that Kevin had told her that it was a police officer that was responsible for his dishonorable discharge from the military.

**Excerpt from Report of Officer Jason Pacey**

An entry team was developed by Off. Kehoe, to include a stack of Off. Kehoe, then me, Off. Bastil behind me, and Dep. Lemke, who all entered the premises of Union Ave. Tap, 1401 Union Ave. The male suspect was observed in the southeast corner in a seated position against a wall and door at this corner. We approached the male suspect, at which point I was able to observe the male in the seated position and appeared to be lifeless. A large pool of blood was also observed next to the male suspect. It should be noted that the male was in the seated

position with the assault rifle on his lap, his right index finger on the trigger, and the gun was off of safety. I was able to immediately place the gun on safe, pry the suspect's hand away from the trigger, and remove the gun from his possession.

#### Interview Officer Brandon Kehoe

The interview Detective Quick and I conducted with Officer Kehoe was transcribed, and the portions added to this report are from that transcript.

Officer Kehoe: So ah, I observe Officer Hamilton get out of his car. I'm walking behind him. I'm probably walking probably behind him about as far as you and I are right now, so maybe three to four feet um, we're traveling in a southwestern direction, and we're walking actually directly towards the northeast corner of the bar because there's a set of windows there, and my thought process at that point is I know this bar, I know the layout, I know that from that position I can control the bar. There's an entrance on the east, entrance on the north, so that's advantageous for us to be in that position. I also know there's some window's there where we could assess what's going on inside. So Officer Hamilton and I we get to the the exterior east wall and I'm able to look in the window that's towards the northeast corner. I look inside, I'm able to identify four patrons. Um, the details of that right now are a little fuzzy, but I remember seeing a male behind the bar, I believe a female behind the bar, and then two other patrons who, at this point, I believe to be males that were on the opposite side of the bar, the patron side, so the east side, and I remember seeing um, everyone is fixated on the southeast corner towards that entrance, and it was odd, because the male, who I later learned to be the bartender, almost seemed to be laughing, you know, he just seemed to be kind of like, there wasn't a look of concern to me um, at that point, but obviously we were still concerned that there was something going on at that southeast corner. Um, so that's where we drew our attention. We started kind of moving south along that exterior east wall.....

So we start moving along this way, and I stand just off to if you're facing the ah door, it would be off to the right, and Officer Hamilton starts kind of mitering the door, so him and me are gonna be kind of moving along just making those initial assessments of what he seen, and the door doesn't provide a clear vantage point of the interior of the bar. There is material on there that I would, I guess the best way to describe it is what buses put on their windows for like advertisement and stuff, so you could see out but you can't see in. And I also realized that ah it doesn't cover the whole window, there's like a little strip of the window where it actually doesn't cover the whole window, and so as I noticed that, the door opens, and it's opening and what I'm seeing at that point is ambient light kind of creating a silhouette on that ah transparent material, and I can clearly identify a male figure just just the way the body looked, it looked to be a male to me. Um, maybe that was just an assumption I made. He's backing out.



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Um, I can see like what looks like ah, you know, the buttocks area, shoulders, um and the outline of um an AR-15 Platform butt stock. I can see that, I'm I'm very familiar with those type of weapons, you know, being on the SWAT Team, so I remember seeing that and ah, he's backing out and I'm I'm standing here, and my attention's divided between ah, and I'm sorry, I have to back this up a little bit, but I think when I'm by this window, is when I actually drew my gun. I initially thought that I did it across the street, but now I think it was actually here, and I think I was in like a depressed muzzle like a Sul position, and I moved down here, and my initial thought is I see this, and I see Officer Hamilton, and Officer, I hear Officer Hamilton yell ah show me your hands, loud, really loud, and I could hear the male at this point he's still verbally engaging the patrons, but it's muffled. I can't understand what he's saying, but I can hear that there's he's like yelling, but it's just unintelligible to me. And at that point, I observe the subject then turn, and he'd be turning to his left, facing south, and then turning to southeast, and then eventually east. And, at that point, he is right here ah, the gun comes up and is pointed directly at Officer Hamilton's face, or on his chest, I'm sorry, and that image like is just burned in my head. It probably was a millisecond, but it seemed like it took forever at that point. Um, I hear Officer Hamilton say drop it, at that point the next thing that I remember um, I have Trijicon night sights on my ah Glock 22, and I remember just like really bright like tennis balls, like right right in front of me, and I remember ah squeezing the trigger. I heard one shot, saw the glass break on the door. I fired anywhere from probably seven to nine times. Um, that caused the, our visibility just got completely reduced because you could not see him anymore, but what I did see before ah um the visibility was obstructed, it looked like the suspect actually pushed towards this southeast corner. It looked like he moved there, and I know that there's a wall here, but I don't know if there is any type of doorway to get out of the bar at that point, I'm not sure. Um, and I also don't know if we hit him. I have no idea, you know, it wasn't clear to me if if any of our our rounds, we were close, I'm mean, I'm closer to you and I right now, and I think Officer Hamilton was even closer, so I mean shooting in a phone booth basically. Um, at that point, I'm immediately concerned of ah him coming out this north entrance and coming around on me, so that was my next thing, and so I knew Hamilton was going to be fixated on this door and he was gonna own it. Um, I pushed north, I peeked this corner, and I know that there's a window here, so I meter this corner, I assess here, and I can see the bar here, there's a male here, I believe a female here, and it looked like the male was bleeding from I think it was his right arm, and the female looked like she was compressing the injury and putting like towels or something on it. There was a male here, and a male here, and I remember seeing this male, it was just like standing there and like he had his wallet out, and he was just like he seemed to be in shock. And then ah, I was able to look this direction, and there's a pool table here and like an obstruction here. I don't know if it's like a stack of chairs or whatever, and then right here was like a video poker machine, so this corner didn't have a lot of lighting or strong visibility just because it was, it was obstructed. But I remember seeing camouflage, and then, you know, I

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was able to kind of slow my brain down a little bit, and like this guy's wearing camouflage, but it's also a hunting theme bar, so I'm like okay it that some type of decoration or is that him. Um, but I'm able to kind of see the silhouette, looks like he's in a seated position. No idea if he's alive, nor if he's dead, but I don't see movement. I have my my gun out, got my front sight acquired right on what I believe to be maybe his head, it's the highest point that I could see, I don't see anything above it. I, I have my gun out, I'm going like this to try to get the um, reaction of the patrons so they can self evacuate. Um, they don't respond. My immediate concern right now is their welfare. Um, you know, not mine, getting them out, obviously I had someone that's injured, you know, my priorities are getting them out and getting that guy aid. Um, I end up pushing west, still fixated on that corner. I open the door. I don't remember what I said, I might of swore, I don't even know, but I just said something to the effect of get out. Um, I think I only said it once, maybe twice. Everyone self evacuates. This guy walks, out, this guy walks out, a female and then the male that was injured come around the corner, they self evacuate. I give them orders to stay by the building, it's like a Boost Mobile place or one it's like a tailor or something like that, I had them stay there. The female was still giving him aid at that point, um, and I had an obligation to make sure that, you know, we have lethal cover on this guy because I didn't know what his intentions were, and I knew, you know, I knew everybody was coming. Um, I'm sorry, I skipped skipped a spot here, but as I'm pushing north here, I call out shots fired, 410, 430, we're 10-4, and then I stage EMS. I don't know why I picked 12th and Union, I just did. I don't know if it's because the gas station's so bright, that I just, you know, thought that would be the best place to stage EMS, but that's the place I picked. Um, in hindsight, I probably should have had them go west, um, but whatever. Um, at that point, I'm still fixated there, and my next concern is that I remember seeing that this guy had what looked like ah a sound suppressor on his rifle. I remember seeing that. I remember that just, I mean, cuz it, when you're familiar with firearms, you're used to seeing the flash, the pressure, small, it's the same, you know, diameter of the the rifle, and it was a big cylinder, and I know that sometimes during these incidents that officers will get shot, and right away maybe not realize it, you know, that so my next concern is is Hamilton okay. Now I'm I'm dividing my attention to making sure that I have this guy covered, but did TJ take a round and I just not know it, cuz I have that image of that rifle pointed at his chest, and it's it's sticking with me, and I wanna make sure that he's good. Um, I hear his voice on the radio. Um, I remember either I'm pretty sure I yelled on the radio um, for him to get behind engine block cover. Um, there was a big pickup truck, a Chevy truck, and I'm like get get behind cover, get behind that engine block, and hold that door. I, I remember yelling something to that effect, and then I'm holding this position in the window. ....

I had my eyes fixated on the suspect the entire time, no movement at all, at all, so at that point um, I still wasn't sure if the E.R.T. Team was being activated um, but then Officer Braesch

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advised that he was able to see clearly, you know, that the, the guy was sitting down, um, had a rifle in his hand, it was on fire, the finger was on the trigger guard, no signs of life, no signs of movement. We ah, determined at that point, that we were gonna be making our entry because this person was deceased. We we believed. Um, because I knew the most about everything that had happened, and because of my tactical experience, um, I designated myself as the point person for the entry, and then um, assigned Officer Pacey, Officer Bastil, Officer Braesch, and I believe Deputy Chris Lemke to follow me in in an entry element. Ah, we initially ah, I opened the door. I think I yelled Sheboygan Police show me your hands, but I don't exactly remember. I remember there being a pool table here which really obstructed things for me, and I had to make a decision on whether I was going to move to the right of it, or to the bar, or move to the left of it, um, and I determined at that point that if I moved to the right of it, the angles just aren't gonna work for me because of this, it was like a stack of chairs or whatever it was, so I decided to move to the left, and as I get to the pool table, I remember maybe just hesitating for a second, and I could see what looked like blood, and maybe like um, if you would drag a drag something in blood, you know, there was some marks on the floor, and I determined that there, there was an injury, you know, there was some type of injury that was ah, that had occurred. So I moved towards the suspect, um, I remember getting to about this wall here, it's like just a partial wall where I think the bathrooms are over here, and I remember saying like don't move, or don't fucking move, or something to that effect. Um, I get closer to him, I can see um, I can't see his face, he's actually facing, you know, just directly parallel to the south south wall with his back to the, to the east, and I can see the gun almost at a level parallel to the ground, um, not down, but I mean if he would have fired a round it would have been definitely in the line of sight, or, you know, the line of fire of the officers that were outside. He's wearing camouflage, I can identify M4 mags, you know, all over the chest, and I'm just, at that point I'm like wow, you know, it's starting to kinda resonate. I can see what looks like ah, almost like skeleton gloves. It was kinda weird, but I can see that the weapon's on fire, his ah finger is in the trigger guard like on on the um, the trigger, and there's no signs of life. I don't see the chest rising. I don't see any type of movement at all. So I kind of come up um, like this with my butt stock kind of above my, kind of by my right ear so I can index so that, if I would have to, if he would move and I would have to fire the round, it would go down into the top of his skull into the, into his body, and I again, I told him don't move, and ah, I believe it was Officer Pacey came to my left, moved the selector switch on to safe, I think actually pushed his finger out of the trigger guard, and then I think tried to grab the rifle, but he had a single-point sling on, and it was slung up around his neck, and then I saw a knife ah, open up, I think it was Officer Pacey just was able to like quickly cut the sling off.

**Interview Officer Anthony Hamilton**

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The interview Detective Quick and I conducted with Officer Hamilton was transcribed, and the portions added to this report are from that transcript.

Officer Hamilton - And he just kind of pulled up and we kind of met at the corner up there

Sergeant Norlander - OK when you say the corner are we talking the street corner the building corner?

Officer Hamilton - It initially the street corner it's the ah so it's going to be I'm not ah I guess on Union Avenue it's a southeast corner um we met there. We walked ah I remember walking up to the bar I guess I wasn't paying attention to what Brandon was doing but I walked up to the first window which was on the east side of the bar the northeast side and ah I looked in. From what I remember there is like a baldish ah male bartender appeared to be behind the bar. I think there was a woman I don't know if she was behind the bar or in front of the bar could have been in front of the bar on a barstool and they both had their attention directed to the southeast corner of the bar and they were speaking with their hands up like they were I don't know if they were trying to explain or begging or trying to reason but they were really using their hands and shaking their hands back and forth like trying to get their point across I guess. Ah on top of the bar it appeared that there was just a pile of cash on the bar and I tried looking through the window more and I could not see ah who they were directing their focus at so I we I walked towards the south. There is a window in the middle of the building it had some kind of haze or some kind of covering on it I couldn't see in and then being in that bar previous for a previous disturbances I knew there was a back door on the east side so I continued walking and there is a glass door which was covered in some kind of I'm going to call it a decal because it's very similar to like people put them on their pick up trucks a decal of an image where you can put them inside the vehicle you can see out but you can't necessarily see in. I never did see if there was an actual image on the other side but this is an adhesive that sticks to the window. This is what I am assuming this is on this window and Brandon and I are you know don't even have time to talk the door opens and there is a guy there in a camouflage green camouflage jacket um he is backing towards me. He has no idea we are there in fact I'm right in front of him and ah I say police stop he turns around he ah has an AR15 rifle, a mask he has these whitish colored gloves. I think he has a vest on it looks like there is magazines ah he a kind of a faulty type jacket, maybe a hood and ah at this time the muzzle is pointed to the ground. I noticed the muzzle is fat at the end and being an armorer and ah knowledge in firearms it appears there that there is like some kind of um silencer affixed to the end of the barrel. There is a scope on it. It's got a carrying handle and ah I was so focused I even seen I think the ah hand guards read like the letters ah UTG or something on the grips of the hand guards. Been to being to different calls like this before and people a lot of time use an air soft or toy type guns I'm like thinking

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wow this is really real this guy is ready to go this guy is possibly a military guy cause being in the military it's all type military gear, military rifle and tell him to let me see his hands. I may have I can't remember if I told him to set the gun I want to say I told him to drop the gun and ah everything just got really slow the he really didn't have it to his shoulder but he had it down at a what I would call shooting from the hip. He lifted the muzzle up towards me and I was at that time I just pulled the trigger and ah I pulled the trigger and pulled the trigger and ah he fell into the doorway or fell somehow and came back inside the building. I remember the door must have had some kind of spring or shock or something on it and ah I shot behind him. Um I backed up to cover. I remember Brandon yelling cover cover. I ran back to cover behind a front wheel of a vehicle initially like a black Saturn and I'm thinking this guy has a vest, this guy is going to come back out. I my gun felt so light in my hand I just dropped the mag, did a tactical reload, put a fresh mag in the gun, reevaluated the southeast corner of the building. I ah nothing was moving at this time. Brandon was at the northeast of the building. I ah remember hearing sirens coming and Brandon all over the radio. I ah then began checking that vehicle. I quick peeked inside and now I'm thinking maybe this guy has somebody else with him. I check that and make sure there is no one in that. There is a silver, I think Toyota parked in front of that. I got behind that. I checked inside the vehicle that quick. I kind of did a quick scan to make sure no one else was coming up on me. Officers started showing up and ah Officer Rakow came to back me up with his long gun. ....

Sergeant Norlander - OK. So you have now broken out the complete door with the two objects, the pail and the log. Officer Braesch has thrown the flash bang. Ah you guys retreated, there was no signs of movement. You have now gone back up to the door and you in your words you said were feeling braver now then when we were looking in and shinning our flashlight on him.

Officer Hamilton – Yes

Sergeant Norlander - Tell me about his position again.

Officer Hamilton - There is like this ah wall, half wall kind of thing or something he was leaned up against. He was sitting on the ground back to the wall. He had ah his legs pulled up half way to his chest so he had the rifle still to his waist like at the hip area waist and the form of the rifle and his hand were up on his knee and it was somewhat facing the door that's the one I entered. His fingers on the trigger, selector switch on the rifle is on fire straight up and down. I could see the hole in the suppressor or the silencer. I could see the scope on the gun, I could see the magazine. The hood was still kind of coming down over he face, saw the gloves, the magazines in front of him that's what I remember.

Sergeant Norlander - OK. And this is going to ask for a little bit of speculation. If you were standing upright and you just free fell backward is there based on the way this is laid out is it possible to fall into this position or do you have to put yourself into this position?

Officer Hamilton - I would say I would say you could fall into that position, however, you know if you just fell I think you would have to sit yourself up against the wall to that position and then it was almost as if he had moved he was directly ahead of me when I shot him and right in the doorway and it was almost like it was open to the right behind him a little bit like when you go into the bar and to the left there is like this half wall or something there. It was almost like he sat down slid over to that corner as far over as he could and he was ready. I mean being in the military ah 3 tours in Iraq I have a hard time believing he would have just fallen with his finger on that trigger and that gun didn't go off. I would like to I think he I think you could fall into that position but I think he sat to that position.

Sergeant Norlander - OK. OK. During your time in Iraq or any other experiences you have had have you seen people die from gunfire?

Officer Hamilton - Lots yes.

Sergeant Norlander - OK. Um and from that experience I'm not going to get any more specific but from that experience would you think this would be a typical position to fall to or you think it would not be typical.

Officer Hamilton - Not typical.

Sergeant Norlander - OK

Officer Hamilton - Typical if you are still alive and you needed to use that firearm again.

#### **Prior Mental Health History for Higgins**

In the interview sections for Nicole H. and Darrian D. above, they spoke of mental health history that Kevin Higgins was experiencing. Kevin Higgins is purported to have combat based ( ). I use the word purported only because I have not verified it with medical records, not because I don't believe it.

Law enforcement contacts that are related to mental health related contacts with Kevin Higgins include:

- On 09-19-15, Plymouth Police Department had contact with Kevin Higgins for creating a disturbance by screaming in the street. Kevin was found to be intoxicated at the time. Case number: P15-03419.

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- On 10-11-15, Plymouth Police Department had contact with Kevin Higgins for creating a disturbance by screaming in the street. Kevin was found to be intoxicated at the time. Case number: P15-03692.
- On 02-21-16, Sheboygan County Sheriff's Deputies had contact with Kevin after he told his wife Nicole H. that he was going to commit "suicide by cop". Kevin was very agitated, but ultimately surrendered to officers, and underwent self-committal at Aurora Sheboygan Memorial Medical Center. Complaint number S16-02828.

**Intent**

In my 25 years as a law enforcement officer, I have found intent to be the most challenging element to quantify. The intent element answers the question, "Why?" Oftentimes, verbal or written statements from the offender are the most reliable way to determine intent. Those statements always have to be compared to the offender's actions, however, to compare the veracity of the statements.

Absent any statement, however, an officer must base intent on actions alone, but compared to the individual's typical actions (character). Both Nicole H. and Darrian D., who know Kevin Higgins better than anyone else interviewed, describe this behavior as being out of character for Kevin Higgins. They described this in different and multiple ways.

Yet, suicidal ideation was not atypical for Kevin Higgins. He talked about "suicide by cop". He was even having dreams of killing his wife and daughter. These things, according to Nicole H. and Darrian D., were not atypical for Kevin Higgins.

But taking an AR-15 and going into a bar to rob it was considered out of character by Nicole H. and Darrian D.

This investigative team considered the following factors regarding intent:

- April W.'s comments about Higgins resenting authority, and Higgins feeling a police officer was responsible for his dishonorable discharge from the military.
- Higgins' hostility toward officers in the phone call I had with him in February 2016.
- Higgins does not point the rifle at any civilian in the bar, but only at police officers when they confront him.
- Higgins' loaded AR-15, with safety off and finger on the trigger as he levels that firearm at the chest of Officer Hamilton.
- The multiple rounds that he carried on his person, for both the AR-15 and the Kel-tec .40 caliber.

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- The Kel-tec's position in his get-away car, muzzle to the floor and stock on the front passenger seat, fully loaded, safety off and round chambered. This is a position that makes using this firearm very easy for the vehicle's driver. The only feasible reason for this firearm to be in that position and condition would be to use it on officers when stopped by them.
- Even at the point of his death, Kevin Higgins positioned himself in an attack posture, with his back in a corner, his firearm aimed at the doorway, his safety in the off position, and his finger on the trigger.

The investigative team discussed the intent component at length. The team acknowledges that Kevin Higgins said a long good bye to his wife and children before leaving the house that night. We acknowledge that Kevin Higgins seemed at peace that Sunday evening. We acknowledge that Kevin Higgins did not expect to survive this encounter. This investigative team believes that Kevin Higgins intended to shoot it out with police officers in the process, but this was interrupted and halted by the rapid response of these officers.

End of Summary Report.



5

Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

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August 18, 2016

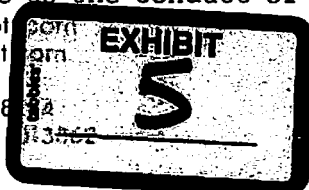
Sheboygan County  
C/O Board of Supervisors Chairperson Thomas G. Wegner  
508 New York Avenue, Room 311  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Chairperson Wegner:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, produced to me in their original format, within the possession or control of the County of Sheboygan regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan

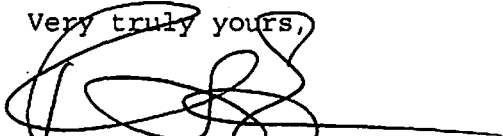


- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott

Attorney

RLE/dlc

cc: Client (via email)

# SHEBOYGAN COUNTY

Office of the Corporation Counsel  
2124 Kohler Memorial Drive – Suite 310  
Sheboygan, Wisconsin 53081

Telephone (920) 459-3093

Facsimile (920) 457-8411

August 29, 2016

Attorney Robert Elliott  
735 N. Water Street Suite 1212  
Milwaukee, WI 53202

Re: July 17, 2016 Shooting at Union Ave. Tap

Dear Mr. Elliott:

Your open records request to Sheboygan County Board Chair Thomas Wegner was referred to me for review and response.

Your request is for records in the possession or control of Sheboygan County regarding the shooting incident on July 17, 2016 at the Union Avenue Tap in the City of Sheboygan involving Kevin S. Higgins.

As you know, the incident involved a City of Sheboygan police officer and the event took place within the jurisdiction of the City of Sheboygan.

The only involvement in this matter by the Sheboygan County Sheriff Department is through its participation in the Regional Officers Involved Shooting Team. In this episode, the lead agency was the Winnebago County Sheriff's Department though Winnebago County Sheriff Captain Dave Mack.

I have been in contact with Sheboygan County Sheriff Sergeant Corey Norlander, who was the Sheboygan County Sheriff's Department liaison to the Regional Team. Sergeant Norlander advises that at this juncture, although the death investigation component of the inquiry is complete, and was submitted to the Sheboygan Police Department and the Sheboygan County District Attorney's Office, certain components of the underlying criminal conduct remains as an open, continuing investigation and such investigation is under the continuing jurisdiction of the Regional Team.

Inasmuch as your request is based on the statutory provisions of the public records law rather than any other specific statutory authority, I will be making the four-step analysis as set forth in *Hempel v. City of Baraboo*, 2005 WI 120, 284 Wis.2d 162, 699 N.W.2d 551.

Step one is to consider whether there are such records. There are.

Step two is to consider whether the requester is entitled to access. Pursuant to Wis. Stat. § 19.35, I conclude that you are entitled to access.

SEP 01 2016

August 29, 2016

Page 2 of 3

Step three is to consider whether there are exceptions to disclosure. Two general types of exceptions may apply: statutory exceptions and common law exceptions. I conclude that none of the requested records are subject to federal or state statutory exemptions to the public records law. *Linzmeyer v. Forcey*, 2002 WI 84, ¶ 10, 254 Wis. 2d 306, 646 N.W.2d 811.

Step four requires that if neither a statute nor common law creates a blanket exception, I must decide whether the strong presumption favoring access and disclosure is overcome by some even stronger public policy favoring limited access or nondisclosure. *Woznicki v. Erickson*, 202 Wis. 2d 178, 192-93, 549 N.W.2d 699 (1996)] If I believe that the presumption of openness is subject to another public policy concern, I must apply the balancing test articulated by the Supreme Court in *Woznicki and Newspapers, Inc. v. Breier*, 89 Wis. 2d 417, 279 N.W.2d 179 (1979).

I must consider "all the relevant factors" to determine "whether permitting inspection would result in harm to the public interest which outweighs the legislative policy recognizing the public interest in allowing inspection." *Woznicki*, 202 Wis. 2d at 192 (citing *Newspapers, Inc.*, 89 Wis. 2d at 427). In other words, the consideration must determine whether the surrounding actual circumstances create an "exceptional case" not governed by the strong presumption of openness. Wis. Stat. § 19.31. Under *Hempel*, at ¶ 64, an "exceptional case" exists when the facts are such that the public policy interests favoring nondisclosure outweigh the public policy interests favoring disclosure, *notwithstanding* the strong presumption favoring disclosure.

The factors supporting the presumption favoring disclosure are included in the public policy for the law found at Wis. Stat. § 19.31 and as subsequently articulated in various court decisions based in Wis. Stat. § 19.31.

The factors favoring non-disclosure are as articulated in *Linzmeyer*, at 254 Wis 2d 325-329.

Applying the "exceptional case" public policy balancing test to the specific facts before me, I conclude that the public's interest in keeping these records confidential during the pendency of the investigation overcomes the presumptive public interest in disclosure. However, when the investigation is completed, the records will be released as requested.

Finally, I would re-iterate that the only records that are in the County's possession are the records that the County generated in its participating role in the Regional Team. These records and reports were furnished to the Regional Team. When the investigation is completed, all Regional Team records will be submitted to the Sheboygan Police Department, including the County's records. Because the County does not have any records of the matter independent of the

August 29, 2016

Page 3 of 3

Regional Team records, you may wish to consider making only one request to the City of Sheboygan Police Department rather than making individual requests to team members, including Sheboygan County.

Because a custodian who denies a person's written request for records must respond with a written denial specifically stating reasons for denying access to the records, this letter is being provided pursuant to Wis. Stat. § 19.35(4)(b). See also *Mayfair Chrysler-Plymouth, Inc. v. Baldarotta*, 162 Wis. 2d 142, 157, 469 N.W.2d 638 (1991). You are informed that this determination is subject to review in an action for mandamus under Wis. Stat. § 19.37(1) or by application to the Sheboygan County District Attorney or the Attorney General.

My determination is fact-intensive and is decided on a case-by-case basis. Therefore, this is not to be interpreted as a determination that I will always decline the disclosure of other similar records in other circumstances.

Sheboygan County utilizes an electronic software package for processing and archiving records. When these records are accessed, certain information is brought up in multiple formats, some of which is duplicative. When we ultimately fulfill your request, will be providing all of the information sought, but will not be providing you with redundant record sets containing the same information in different formats.

If you have any questions, please feel free to contact me.

Very truly yours,

SHEBOYGAN COUNTY  
Attorney Carl K. Buesing, Corporation Counsel

By:  \_\_\_\_\_

ec: Winnebago County Corporation Counsel, John Bodnar  
City of Sheboygan, City Attorney Chuck Adams  
Sheriff Sergeant Corey Norlander  
County Board Chair Thomas Wegner

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# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

September 6, 2016

Via fax: 920-457-8411

Attorney Carl K. Buesing  
Sheboygan County  
Office of the Corporation Counsel  
2124 Kohler Memorial Drive - Suite 310  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Attorney Buesing:

I am writing to ask you to reconsider your response on behalf of Sheboygan County to my Open Records Request, as contained in your letter of August 29, 2016.

I have been advised by Captain David Mack of the Winnebago County Sheriff's Department, in response to my Open Records Request to the Officer Involved Critical Incident Regional Response Team, a copy of which is attached, that he had been advised by the Sheboygan County District Attorney's Office that it had decided not to charge the officers involved and closed its investigation. Therefore, Officer Mack advised me that all of the records of the Regional Response Team had been forwarded to the City of Sheboygan.

Please confirm with the Sheboygan County District Attorney's office that it has made the determination not to prosecute anyone arising out of this incident. Consequently, there is no "pendency of the investigation" upon which to base your "exceptional case public policy" decision.

At the conclusion of your letter on page 3, you infer in the third last paragraph that your decision is "fact intensive". Since the statements in your letter of August 29, 2016 are not true, i.e. there is no ongoing investigation by law enforcement of this incident, please forward the materials asked for from Sheboygan County as soon as practicable.

Lastly, I must decline your suggestion that I limit my Open Records Request to the City of Sheboygan Police Department. I have been  
www.attorneyelliott.com  
web: www.attorneyelliott.com

9/6/2016

Page 2

practicing law for 46 years and it has been my universal experience that municipal offices often do not know what records they have, do not do a thorough search for the records that they do have in response to an Open Records Request, and often have records regarding the same incident that other, related municipal offices have.

Please provide me with a complete response to my Open Records Request to Sheboygan County as soon as practicable.

Very truly yours,

A handwritten signature in black ink, appearing to read 'RLE', with a horizontal line extending to the right.

Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosure

cc: Client (via email)

**Desk  
Copy**

Robert L. Elliott  
ATTORNEY AT LAW  
: Circuit Court Commissioner :  
: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

August 23, 2016

Officer Involved Critical Incident Regional Response Team  
C/O Captain Dave Mack  
Winnebago County Sheriffs Office  
4311 Jackson Street  
Oshkosh, WI 54901

Re: July 17, 2016 shooting at Union Ave Tap

Dear Captain Mack:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, produced to me in their original format, within the possession or control of the Officer Involved Critical Incident Regional Response Team regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan ~~permitted to be reviewed~~  
permitted to be reviewed  
web: www.attorneyelliott.com

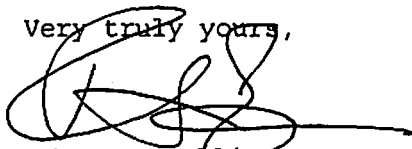


- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding; .
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott

Attorney

RLE/dlc

cc: Client (via email)

# SHEBOYGAN COUNTY

Office of the Corporation Counsel  
2124 Kohler Memorial Drive – Suite 310  
Sheboygan, Wisconsin 53081

Telephone (920) 459-3093

Facsimile (920) 457-8411

September 9, 2016

Attorney Robert Elliott  
735 North Water Street – Suite 1212  
Milwaukee, WI 53202

Re: July 17, 2016, Shooting at Union Avenue Tap – Sheboygan, WI

Dear Attorney Elliott:

Please recall my letter to you dated August 29, 2016, in which I responded to your public records request regarding the above-referenced shooting incident.

You will recall that I advised that the records would be made available to you upon the conclusion of the underlying investigation. I am informed that the investigation has been concluded so that the records are available.

However, I also informed you that Sheboygan County's role was only in the context of its participation in the Regional Investigation Team and that any records generated by Sheboygan County would be a subset of the records of the Regional Team records ultimately being tendered to the City of Sheboygan, and I suggested that you may wish to simply make your inquiry of that entity.

Therefore, by this letter, I am inquiring as to whether you still would like Sheboygan County's records. Please advise at your earliest convenience.

Very truly yours,

SHEBOYGAN COUNTY CORPORATION COUNSEL

By



CARL K. BUESING  
Corporation Counsel  
e-mail: carl.buesing@hopplaw.com

CKB/dh

cc: Attorney John Bodnar, Winnebago County Corporation Counsel  
Attorney Charles Adams, City of Sheboygan Attorney  
Sgt. Corey Norlander, Sheboygan County Sheriff's Department  
Mr. Thomas Wegner, County Board Chair

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SEP 13 2016

# Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

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735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

September 13, 2016

Via fax: 920-457-8411

Attorney Carl K. Buesing  
Sheboygan County  
Office of the Corporation Counsel  
2124 Kohler Memorial Drive - Suite 310  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Attorney Buesing:

I am writing to ask you to consider your letter of September 9, 2016 response to my Open Records Request.

Even though you and/or Sheboygan County may believe that items called for in that Open Records Request are a "subset of the records of the Regional Team records", if Sheboygan County possesses the materials called for in the Open Records Request, no matter how many other agencies or entities possess the same or similar records, I am entitled to a copy of Sheboygan County's copies of those materials.

Please, as soon as practicable, as required by the statutes, provide me with a complete copy of all of the documents possessed by Sheboygan County, including those electronically stored, asked for in my Open Records Request.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc

cc: Client (via email) mail: rle@attorneyelliott.com  
web: www.attorneyelliott.com

# Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 3, 2016

Via fax: 920-457-8411

Attorney Carl K. Buesing  
Sheboygan County  
Office of the Corporation Counsel  
2124 Kohler Memorial Drive - Suite 310  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Attorney Buesing:

I would appreciate the courtesy of a response to my fax to you dated September 13, 2016, as well as Sheboygan County's statutory obligation to respond to my August 18, 2016 Open Records Request, so that I do not have to bring a Mandamus action against Sheboygan County to obtain these records.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

**Desk  
Copy**

Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 3, 2016

Via fax: 920-457-8411

Attorney Carl K. Buesing  
Sheboygan County  
Office of the Corporation Counsel  
2124 Kohler Memorial Drive - Suite 310  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Attorney Buesing:

I would appreciate the courtesy of a response to my fax to you dated September 13, 2016, as well as Sheboygan County's statutory obligation to respond to my August 18, 2016 Open Records Request, so that I do not have to bring a Mandamus action against Sheboygan County to obtain these records.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

**SHEBOYGAN COUNTY**

Office of the Corporation Counsel  
2124 Kohler Memorial Drive – Suite 310  
Sheboygan, Wisconsin 53081

Telephone (920) 459-3093

Facsimile (920) 457-8411

October 5, 2016

Via U.S. Mail and courtesy e-mail  
(e-mail w/out enclosures)  
rle@attorneyelliott.com

Attorney Robert L. Elliott  
735 North Water Street – Suite 1212  
Milwaukee, WI 53202

Re: July 17, 2016, Shooting at Union Avenue Tap

Dear Attorney Elliott:

Following your September 13, 2016 correspondence, I contacted the Sheriff's Department and directed the responsible officials to provide you with the requested records. We thought it had gone out; however, it had not.

Enclosed are the documents you requested. I apologize for any inconvenience this has caused.

Very truly yours,

SHEBOYGAN COUNTY CORPORATION COUNSEL

By



CARL K. BUESING  
Corporation Counsel  
e-mail: carl.buesing@hopplaw.com

CKB/dh  
Enclosures

ec: Sheriff's Department

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# Sheboygan Police Department

## Policy Manual

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### VISION MISSION VALUES

# Training History Report

Wisconsin Law Enforcement Standards Board  
WI DOJ - Training and Standards Bureau

Reported by Acadis® Readiness Suite

09/22/2016

For: Kehoe, Brandon M

Credential ID 4693-4542

**Kehoe, Brandon M**

## Certifications

Name	Issued	Expiration	Status
Law Enforcement Officer	12/06/2005	06/30/2017	Active

## Training

### Upcoming, Ongoing, & Unconfirmed

Course/Title (Course No.)	Training Dates	Grade	Status	Training Category	Hours
ERT Monthly Maintenance (March 08, 2016) (ERT 03.08.16 Lesson Plan)	03/08/2016 - 03/08/2016	N/A	Complete	Advanced Skills	8h 0m
ERT Monthly Maintenance Training (February 15, 2016)	02/15/2016 - 02/15/2016	N/A	Complete	Advanced Skills	8h 0m
<b>Total Hours</b>					<b>(16h 0m)</b>

### Current Period to Date (07/01/2016 - 09/22/2016)

No current year training data exists.

### Previous Period (07/01/2015 - 06/30/2016)

Course/Title (Course No.)	Training Dates	Grade	Status	Training Category	Hours
NTOA SWAT Team Leader Development	06/13/2016 - 06/17/2016	N/A	Complete	Advanced Skills	40h 0m
Wisconsin Prescription Drug Monitoring Program	05/16/2016 - 06/28/2016	N/A	Complete	Basic	0h 15m
Annual Review of Agency Strip Search Policy and Procedures	04/05/2016 - 04/26/2016	N/A	Complete	Statutory Requirement	0h 30m
Naloxone Certification (03-2016)	03/21/2016 - 04/03/2016	N/A	Complete	Advanced Skills	0h 30m
Trauma Informed Care	03/17/2016 - 03/17/2016	N/A	Complete		8h 0m
Crime Scene Management Training	03/10/2016 - 06/01/2016	N/A	Complete	Basic	1h 30m
Warm Zone Team Training (16_01)	01/19/2016 - 02/18/2016	N/A	Complete		8h 0m
ERT Monthly Maintenance Training (January 2016)	01/14/2016 - 01/14/2016	N/A	Complete	Advanced Skills	8h 0m
Harrasment in the Workplace (2016 01-12)	01/12/2016 - 01/19/2016	N/A	Complete	Basic	1h 0m
LESB Handgun qualification course FY16 (7/1/15 - 6/30/16)	01/03/2016 - 01/26/2016	N/A	Complete	Statutory Requirement	1h 0m



# Training History Report

Wisconsin Law Enforcement Standards Board  
WI DOJ - Training and Standards Bureau

Reported by Acadis® Readiness Suite

09/22/2016

For: Kehoe, Brandon M

Credential ID 4693-4542

ERT Monthly Maintenance Training (December 2015)	12/14/2015	12/14/2015	N/A	Complete	Advanced Skills	8h 0m
Unsupervised/Seated (Shooting) (09-25-F)	11/17/2015	12/21/2015	N/A	Complete	Basic	1h 0m
ERT Monthly Maintenance Training (November 2015)	11/16/2015	11/16/2015	N/A	Complete	Advanced Skills	8h 0m
Low Light Night Vision (160) (09-26-F)	11/19/2015	11/13/2015	N/A	Complete	Basic	1h 50m
Pistol Drills (09-20-F)	10/26/2015	10/26/2015	N/A	Complete	Basic	0h 15m
ERT Monthly Maintenance Training (October 2015)	10/19/2015	10/19/2015	N/A	Complete	Advanced Skills	8h 0m
LESB Biennial Vehicle Pursuit Training (Fiscal Years 15-17)	10/15/2015	10/15/2015	N/A	Complete	Statutory Requirement	4h 0m
Emergency Response and High Risk Traffic Stop Pursuit Scenario (09-18-F)	10/06/2015	10/07/2015	N/A	Complete	Statutory Requirement	1h 0m
Reviewing Bail Bonds	10/15/2015	11/05/2015	N/A	Complete	Basic	0h 30m
ERT Monthly Maintenance Training (ERT 09-21-S15)	09/21/2015	09/21/2015	N/A	Complete	Basic	1h 0m
LESB Handgun qualification course (FY 15-16)	09/21/2015	09/21/2015	N/A	Complete	Statutory Requirement	2h 0m
Handgun qualification (09-21-F)	09/21/2015	09/21/2015	N/A	Complete	Basic	1h 0m
Cardiopulmonary resuscitation (CPR)	09/15/2015	10/21/2015	N/A	Complete	Advanced Skills	2h 0m
IRAX Training (09/15 In Service)	09/15/2015	10/21/2015	N/A	Complete	Advanced Skills	2h 0m
Police In-Service Training (2015 Fall Inservice Training)	09/15/2015	10/21/2015	N/A	Complete	Basic	8h 0m
DAAD Refresh	09/15/2015	10/21/2015	N/A	Complete	Advanced Skills	1h 0m
ERT Monthly Maintenance Training (ERT 8_04_15)	08/04/2015	08/04/2015	N/A	Complete	Advanced Skills	8h 0m
Expendable Summary - SPD Policy Training (Cal Year 2015)	07/01/2015	12/31/2015	N/A	Complete	Basic	30h 15m

**Total Hours (166h 15m)**

# Training History Report

Wisconsin Law Enforcement Standards Board  
WI DOJ - Training and Standards Bureau

Reported by Acadis® Readiness Suite

09/22/2016

For: Kehor, Brandon M

Credential ID 4693-4542

## Other Periods (through 06/30/2015)

Course/Title (Course No.)	Training Dates		Grade	Status	Training Category	Hours
ERT Monthly Maintenance Training (06-09-15 ERT)	06/09/2015	06/09/2015	N/A	Complete	Advanced Skills	8h 0m
DIGITAL AUDIO/VIDEO RECORDING	05/02/2015	05/30/2015	N/A	Complete	Basic	0h 30m
Firearms Disposition	05/23/2015	06/01/2015	N/A	Complete	Basic	0h 15m
ERT Monthly Maintenance Training (05-12-15 ERT)	05/12/2015	05/12/2015	N/A	Complete	Advanced Skills	8h 0m
Show Up Training	05/09/2015	06/02/2015	N/A	Complete	Basic	0h 15m
Pistol Drills	05/07/2015	05/07/2015	N/A	Complete	Basic	0h 30m
How to Properly Enter Drug Evidence in RMS	04/07/2015	04/25/2015	N/A	Complete	Basic	0h 15m
Approving and Submitting Reports	04/01/2015	04/10/2015	N/A	Complete	Basic	0h 15m
DNA at Arrest	03/31/2015	04/25/2015	N/A	Complete	Basic	0h 30m
ERT Skills Maintenance Training (03-15-15)	03/09/2015	04/09/2015	N/A	Complete	Advanced Skills	8h 0m
Juvenile Holding Logs	03/05/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Pistol Drills (07-20-F)	03/04/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Peer Support Training	03/04/2015	03/31/2015	N/A	Complete	Basic	0h 15m
LESB Handgun qualification course	03/03/2015	03/31/2015	N/A	Complete	Statutory Requirement	1h 0m
New Parking Tickets	03/03/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Interview Rooms	02/18/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Crisis Intervention Teams (CIT) training (15-1)	02/09/2015	02/27/2015	N/A	Complete	Advanced Skills	40h 0m
Pistol Drills (00-30-F)	02/02/2015	02/28/2015	N/A	Complete	Basic	10h 15m
Hot Spot Policing	01/26/2015	01/31/2015	N/A	Complete	Basic	0h 15m
ERT Maintenance Training (Room Clearing Team Movement)	01/20/2015	01/20/2015	N/A	Complete	Advanced Skills	8h 0m
LESB Handgun qualification course	01/15/2015	03/03/2015	N/A	Complete	Statutory Requirement	2h 0m
LESB Handgun qualification course	01/15/2015	04/01/2015	N/A	Complete	Statutory Requirement	1h 0m
Uploading Photographs to RMS	01/13/2015	01/20/2015	N/A	Complete	Basic	0h 30m
Traffic Cones	01/12/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Pistol Drills (07-20-F)	01/12/2015	01/16/2015	N/A	Complete	Basic	0h 15m
Proper Entry of Vehicles in RMS	01/10/2015	01/15/2015	N/A	Complete	Basic	0h 15m
Valor Seminar and Training	12/09/2014	12/09/2014	N/A	Complete	Basic	3h 0m
ECIR II Recertification Training	09/23/2014	09/25/2014	N/A	Complete	Basic	2h 0m
Combined Jurisdictional Rifle Course (2014 Rifle Range CJ)	09/15/2014	09/19/2014	N/A	Complete	Basic	3h 0m
MDT Online Certification Training (Revision 20)	06/30/2014	06/30/2015	N/A	Complete	Mandatory Retraining	1h 0m
LESB Biennial Vehicle Pursuit Training (Fiscal Years 13-15)	09/04/2013	10/04/2013	N/A	Complete	Basic	8h 0m

# Training History Report

Wisconsin Law Enforcement Standards Board  
WI DOJ - Training and Standards Bureau

Reported by Acadis® Readiness Suite

09/22/2016

For: Keboe, Brandon M

Credential ID 4693-4542

Training Title	Start Date	End Date	Status	Hours	Notes
Compliant FY14 (07/01/13-06/30/14)- 24HR LE/Tribal LE Officer Recert Training	07/01/2013	06/30/2014	N/A Complete	24h 0m	
24HR LE/Tribal LE Officer Recertification Training (24LE) (12/15) (Compliant)	07/01/2012	06/30/2013	N/A Complete	24h 0m	Statutory Requirement
Problem Oriented Policing Conference (POPCONF) (120328) (Passed)	03/28/2012	03/29/2012	N/A Complete	12h 0m	
Leadership and Police Organizations (LPO) (011/20) (Passed)	12/01/2011	12/09/2011	N/A Complete	10h 0m	
24HR LE/Tribal LE Officer Recertification Training (24LE) (FY1112) (Compliant)	07/01/2011	06/30/2012	N/A Complete	24h 0m	Statutory Requirement
Powders to Chemicals and Beyond (POWCHEM) (110413) (Passed)	04/13/2011	04/13/2011	N/A Complete	32h 0m	
Law Enforcement (CCT) (NWTC12) () (Passed)	12/17/2004	12/17/2004	N/A Complete	400h 0m	
				<b>Total Hours</b>	<b>(778h 30m)</b>



# SHEBOYGAN POLICE DEPARTMENT

## Completed Training Summary Report, by Employee

Employee: KEHOE, BRANDON M

SSN: 366-04-0029

<u>Date</u> **/**/**	<u>Subject/Location</u>	<u>Hours</u>	<u>PC?</u>
	CopTrak	0.00	
07/21/12	TIME recertification Sheboygan Police Dept	1.00	
08/17/12	National PTO Academy Sheboygan County Sheriff's Dept	40.00	
08/28/12	ERT Practice Sheboygan Police Dept & KMCI	8.00	
09/11/12	Intoximeter Recertification Sheboygan Police Department	2.00	Y
09/17/12	ERT Practice Sheboygan Police Dept & SPD Range	8.00	
12/27/12	CVMIC Harassment Training & Policy HR120 City of Sheboygan	2.00	N
01/08/13	Strategies for the Recorded Interview Acuity Insurance Training Center	14.00	N
01/30/13	Spillman Property Files and Involvements Police Training Room	0.50	N
02/05/13	ERT Training Evolution: Volk Field Volk Field, WI	16.00	N
02/26/13	Spillman MO Factors Police Training Room	0.25	N
04/22/13	Firearms TAC Course range	1.00	Y
08/06/13	ert practice 2 man team tact range	5.00	N
08/15/13	Instructor Development Course Milwaukee Police Academy	32.00	
09/17/13	ERTac. yealy firearms qual range	8.00	Y
09/25/13	EVOC/PURSUIT LTC	8.00	Y
03/11/14	Sping In-Service 1 day	8.00	N

---

<u>Date</u>	<u>Subject/Location</u>	<u>Hours</u>	<u>PC?</u>
05/20/14	Sheboygan Police Dept. SHEBOYGAN PROXY SHEBOYGAN POLICE DEPT.	1.00	N
05/20/14	FAIR AND IMPARTIAL POLICING SHEBOYGAN POLICE DEPT.	7.00	N
05/21/14	ECW/TASER UPDATE WASHINGTON SCHOOL	1.00	N
05/21/14	OC Refresher WASHINGTON SCHOOL	1.00	N
05/21/14	DAAT Use of Force WASHINGTON SCHOOL	2.00	N
05/21/14	ACTIVE SHOOTER WASHINGTON SCHOOL	4.00	N

**Total Training Hours: 169.75**

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**Total Training Hours, All Employees: 169.75**

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**Report Includes:**

All training completion dates, All training codes, All post credits, All agencies, All divisions, All assignments, All cities, All employee numbers matching `20642-9`, All shifts, All stations, All departments

## Sheboygan Police Department

### Training Session History by Officer Report

**Kehoe, Brandon**

(Patrol)

All Training Sessions  
from

01/01/1980 to 09/13/2012

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
08/15/2005	1.00		Hall
		Pistol Drill # 1 (Firearm Skills) Shotgun Drill # 1 (Firearm Skills)	
09/09/2005	1.00		Mares
		Pistol Drill # 1 (Firearm Skills) Rifle Drill (Firearm Skills)	
09/29/2005	2.00		Teunissen
		Narcotic Ident/Narco Pouch (Patrol Duties)	
10/04/2005	24.00		LTC
		In-service (Miscellaneous)	Persuit Laws 1 hr., EVOC - 7 hrs, Legal Update 4 hrs, DAAT 4 hrs, Juvenile Law 2 hrs, School Resource Officers 2 hrs. First Responder 4 hrs.
11/14/2005	0.50		Mares
		Patrol (Misc.) (Patrol Duties)	Detecting Danger Video
01/16/2006	1.00		Samuels
		Duty Pistol Qualification (Firearm Skills)	06-05-F, 06-20-F

Pistol Drill # 1 (Firearm Skills)

---

01/27/2006 8.00 Germantown PD  
Drugs & Impaired driving, held at Germantown PD  
Impaired Driving Conference (Patrol Duties)

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02/06/2006 0.25 Mares  
06-21-F  
Rifle Drill (Firearm Skills)

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02/06/2006 0.25 Mares  
06-21-F  
Rifle Drill (Firearm Skills)

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02/06/2006 0.25 Mares  
06-20-F  
Pistol Drill # 1 (Firearm Skills)

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Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions 01/01/1980 to 09/13/2012  
from

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
02/07/2006	1.00		Mares 37mm OC dispersion round and Launcher, Ballistic Shield techniques Advanced Skills (Firearm Skills)
02/16/2006	0.50		Mares

Ballistic Shield Course  
Duty Pistol Practice (Firearm Skills)

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03/03/2006	0.50	Reineke Pepperball Launcher Patrol (Misc.) (Patrol Duties)
<hr/>		
03/07/2006	16.00	LTC ICS held at Sheriff's department March 6 & 7, 2006 Incident Command System (Miscellaneous)
<hr/>		
03/14/2006	0.50	McCarthy (Samuels) 06-20-F, 06-22-F Pistol Drill # 1 (Firearm Skills) Shotgun Drill # 1 (Firearm Skills)
<hr/>		
03/14/2006	0.20	McCarthy (Samuels) 06-01-O Legal - Roll Call Law Video (Miscellaneous)
<hr/>		
03/20/2006	1.50	McCarthy 06-26-F Low Light Shooting Practice (Firearm Skills)
<hr/>		
03/28/2006	24.00	WI-DOT Basic Breath Examiner held in Richland Center March 28-30, 2006 Intoximeter Training (Patrol Duties)
<hr/>		
04/13/2006	24.00	WI-DOT (Olsen) Held at Quarry, April 11-13, 2006. SFST & HGN Standard Field Sobriety Test (Patrol Duties)
<hr/>		
04/19/2006	4.00	Eirich Basic Taser training and use of force training Taser Training (Patrol Duties)
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## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions from 01/01/1980 to 09/13/2012

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
04/20/2006	1.00		Samuels Lesson 06-25-F, Unsupported Shooting Pistol Drill # 2 (Firearm Skills)
04/27/2006	24.00		Williams (Samuels) Basic Rifle Course April 25 - 27, 2006 at SPD. Lesson Plan 06-23-F. Intro. to AR-15 (Firearm Skills)
05/26/2006	40.00		LTC Basic Radar School held at LTC May 22-26, 2006 Radar (Patrol Duties)
05/30/2006	0.20		McCarthy Lesson 06-10-O, "Sniff" DVD Drug Investigation (Investigations)
05/30/2006	0.20		McCarthy Lesson 06-20-F, Pistol Drill Pistol Drill # 1 (Firearm Skills)
05/30/2006	0.20		McCarthy Lesson 06-11-O, Dumpster Search DVD Drug Investigation (Investigations)

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05/30/2006 0.20

Samuels

Lesson 06-21-F Rifle Drill

Rifle Drill (Firearm Skills)

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06/06/2006 0.50

Mares

Lesson 06-08-F

AR-15 Qualification (Firearm Skills)

---

06/06/2006 0.50

Mares

Lesson 06-07-F

Shotgun Qualification Course (Firearm Skills)

---

07/02/2006 1.20

Samuels

Lesson 06-19-O

Drug Investigation (Investigations)

---

07/02/2006 0.20

Samuels

Lesson 06-12-O video "You Drink & Drive, You Lose"

Drugs impare driving (Patrol Duties)

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## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions 01/01/1980 to 09/13/2012  
from

Session Date	Lengt h	Activity(s)	Instructor/Vendor & Notes
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07/02/2006 0.70

Samuels

Lessons 06-20-F, 06-21-F, 06-13-O DVD " Backup"

Pistol Drill # 1 (Firearm Skills)

Rifle Drill (Firearm Skills)  
Rollcall training (Patrol Duties)

---

07/02/2006 0.70

Samuels

Lessons 06-20-F, 06-21-F, 06-12-O DVD "Backup"

Pistol Drill # 1 (Firearm Skills)  
Rifle Drill (Firearm Skills)  
Rollcall training (Patrol Duties)

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07/20/2006 0.20

Samuels

Lesson 06-22-F

Shotgun Drill # 1 (Firearm Skills)

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09/11/2006 0.70

Mares

Lessons 06-20-F, 06-21-F, 06-15-O DVD "Montana  
Chase &  
Shootout"

Pistol Drill # 1 (Firearm Skills)  
Rifle Drill (Firearm Skills)  
Rollcall training (Patrol Duties)

---

10/16/2006 2.00

Braesch

Lesson plan # 06-49-O, collection of fingerprint  
evidence.

Evidence Collection & Crime Sc (Investigations)

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10/19/2006 24.00

LTC

legal update, use of force review, OC recert., gang  
update, DAAT scenarios, first responder/CPR recert.,  
blood borne pathogens, avian flu & terrorism updates,  
meth drug training, vehicle contacts review, vehicle &  
outdoor search methods.

In-service (Miscellaneous)

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10/22/2006 1.50

Samuels

Lessons 06-20-F, 06-21-F, 06-13-O DVD "Backup,"  
06-14-O  
DVD "Suicide jumpers," 06-16-O DVD "Tallahassee  
Ambush," 06-17-O DVD "Facing Disaster"

Pistol Drill # 1 (Firearm Skills)

Rifle Drill (Firearm Skills)  
Rollcall training (Patrol Duties)

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### Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions 01/01/1980 to 09/13/2012  
from

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
11/07/2006	0.50		Mares 06-06-F, KelTec CNC 9mm, Ser. # AO750 Back-up/Off Duty Weapon Qual. (Firearm Skills)
11/08/2006	0.25		Victim/Witness Victim's Compensation/Restitution, Injunctions, Ordinance Restitution & Available Services Victim/Witness Services (Miscellaneous)
12/11/2006	0.70		McCarthy 06-20-F, 06-22-F, 06-18-O "Hospital Security" Pistol Drill # 1 (Firearm Skills) Shotgun Drill # 1 (Firearm Skills) Patrol (Misc.) (Patrol Duties) Traffic Enforcement (Patrol Duties)
01/11/2007	16.00		MATC -Milwaukee Held January 10 & 11, 2007 Interview & Interrogation (Investigations)
01/18/2007	0.20		Samuels

07-20-F

Pistol Drill # 1 (Firearm Skills)

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02/28/2007 0.30

McCarthy

Pistol Drill # 1 (Firearm Skills)

Rifle Drill (Firearm Skills)

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03/07/2007 1.00

Mares (Brasser, Samuels)

Rifle Drill (Firearm Skills)

---

04/08/2007 1.00

Mares

Duty Pistol Qualification (Firearm Skills)

---

04/16/2007 0.70

Samuels

07-21-F Rifle Drill, 07-02-O Home Entry DVD, 07-09-O

Weapon Retention DVD

Rifle Drill (Firearm Skills)

Legal - Roll Call Law Video (Miscellaneous)

Defensive and Arrest Tactics (Tactics)

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Printed on 9/13/2012

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## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions  
from

01/01/1980 to 09/13/2012

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
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04/17/2007	0.50		Samuels
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07-15-O Trooper Saved by Passenger Side Approach

Vehicle Contacts (Tactics)

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05/18/2007 1.50

Mares

Evasive Maneuver, Controlled Braking and Cornering Maneuver.

EVOG (Tactics)

---

05/30/2007 0.25

Mares

Duty Pistol Practice (Firearm Skills)

---

06/28/2007 0.50

McCarthy

Video 7-11-0

Patrol (Misc.) (Patrol Duties)

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06/28/2007 1.00

McCarthy

Duty Pistol Practice (Firearm Skills)

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06/28/2007 0.25

McCarthy

Duty Pistol Practice (Firearm Skills)

---

07/03/2007 1.00

Mares

From 7-3 to 7-13

Rifle Qualification (Personal) (Firearm Skills)

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07/13/2007 0.50

Mares

From 7-3 to 7-13

Shotgun Qualification Course (Firearm Skills)

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08/27/2007 0.50

Mares

Video 7-16-0

Patrol (Misc.) (Patrol Duties)

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08/27/2007 0.50

Mares

Pistol Drill # 1 (Firearm Skills)  
Pistol Drill # 10 (Firearm Skills)  
Pistol Drill # 11 (Firearm Skills)  
Pistol Drill # 12 (Firearm Skills)  
Pistol Drill # 2 (Firearm Skills)  
Pistol Drill # 3 (Firearm Skills)

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### Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions 01/01/1980 to 09/13/2012  
from

Session Date	Lengt h	Activity(s)	Instructor/Vendor & Notes
		Pistol Drill # 4 (Firearm Skills) Pistol Drill # 5 (Firearm Skills) Pistol Drill # 6 (Firearm Skills) Pistol Drill # 7 (Firearm Skills) Pistol Drill # 8 (Firearm Skills) Pistol Drill # 9 (Firearm Skills) Reload Drill Practice (Firearm Skills)	
09/20/2007	8.00		Lakeshore Tech Coll Visions of Courage by Bobby Smith Conference (Miscellaneous)
09/27/2007	8.00		Lakeshore Tech Coll Held at Plymouth fairgrounds covering pursuit laws with use of force, legal update, EVOC skills, stop sticks, vehicle contacts and pursuit scenarios. In-service (Miscellaneous)

10/15/2007 8.00 Other  
LTC Dave Grossman on mental preparation for battle  
and  
why are we teaching our kids kill.  
Conference (Miscellaneous)

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10/30/2007 0.50 Mares  
Duty Pistol Practice (Firearm Skills)

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12/04/2007 1.50 McCarthy  
Video 7-10-0  
Patrol (Misc.) (Patrol Duties)

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12/04/2007 0.50 McCarthy  
Video 7-12-0  
Patrol (Misc.) (Patrol Duties)

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12/04/2007 0.50 McCarthy  
Patrol (Misc.) (Patrol Duties)

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12/04/2007 0.50 McCarthy  
video 7-14-0  
Patrol (Misc.) (Patrol Duties) -

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## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions  
from

01/01/1980 to 09/13/2012



Session Date	Length	Activity(s)	Instructor/Vendor & Notes
12/04/2007	1.00		McCarthy
		Pistol Drill # 1 (Firearm Skills)	
01/18/2008	1.00		Kuszynski (Adams) In squad video training
		Patrol (Misc.) (Patrol Duties)	
01/28/2008	1.00		McKay
		Pistol Drill # 1 (Firearm Skills)	
04/04/2008	24.00		HIDTA Milwaukee Domestic Drug Interdiction, April 2-4, 2008, covering development of of partnerships, identifying behavior and conduct of drug violators, knock and talks, seizures, stash houses and canine.
		Drug Interdiction, Basic (Investigations)	
04/09/2008	1.00		McKay
		Pistol Drill # 1 (Firearm Skills)	
06/30/2008	1.50		McCarthy
		Duty Pistol Qualification (Firearm Skills)	
09/08/2008	1.00		McKay
		Pistol Drill # 1 (Firearm Skills)	
10/19/2008	1.00		McCarthy
		Back-up/Off Duty Weapon Qual. (Firearm Skills)	
11/04/2008	1.50		McCarthy

Basic Skills Practice (Firearm Skills)  
Judgment Shooting Practice (Firearm Skills)  
Low Light Shooting Practice (Firearm Skills)

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12/07/2008 1.00

McCarthy

Judgment Shooting Practice (Firearm Skills)  
Low Light Shooting Practice (Firearm Skills)

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Printed on 9/13/2012

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## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions 01/01/1980 to 09/13/2012  
from

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
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---

01/04/2009 1.00

McKay

Duty Pistol Practice (Firearm Skills)

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01/07/2009 1.00

McCarthy

Duty Pistol Practice (Firearm Skills)

---

01/20/2009 1.00

McKay

M4 Commando look shoot

Judgment Shooting Practice (Firearm Skills)

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02/09/2009 0.50

Adams (McKay)

Defensive and Arrest Tactics (Tactics)

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02/11/2009	8.00	MATC -Milwaukee Warrior Combative Training, covering active countermeasure tactics for both armed and unarmed assaults and cardiovascular conditioning. Defensive and Arrest Tactics (Tactics)
02/18/2009	8.00	NWTC Crisis Negotiation for Responding Officers, covering defusing a situation and basic negotiations. Patrol (Misc.) (Patrol Duties)
03/10/2009	16.00	MATC -Milwaukee Forensic Child Interview held March 9 & 10, 2009, covering child statements, interview steps and techniques, court room strategies and laws. Interview & Interrogation (Investigations)
03/24/2009	8.00	WCTC Rapid Response to an Active Shooter training held in Brookfield, WI. Patrol (Misc.) (Patrol Duties)
04/02/2009	1.50	Hall Duty Pistol Qualification (Firearm Skills)
04/14/2009	1.00	Adams Back-up/Off Duty Weapon Qual. (Firearm Skills)

## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions 01/01/1980 to 09/13/2012  
from

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
09/08/2009	1.00		Mares  Active Shooter Training (Firearm Skills) Advanced Skills (Firearm Skills) AR-15 Qualification (Firearm Skills) Back-up/Off Duty Weapon Qual. (Firearm Skills) Basic Skills Practice (Firearm Skills) Duty Pistol Practice (Firearm Skills) Duty Pistol Qualification (Firearm Skills)
11/08/2009	1.50		Mares Remedial Qualification w/ anticipations drills Duty Pistol Practice (Firearm Skills)
01/27/2010	1.00		Danen  Duty Pistol Qualification (Firearm Skills)
02/09/2010	0.50		McKay Bat Shield Training Advanced Skills (Firearm Skills)
03/01/2010	0.50		McCarthy Bahr (Ruger LCP .380 371-24199, Kehoe (Glock 36 .45 cal NKX634, Ruger LCP .380 371-18041) Beringer (Glock 27 .40 cal EMH864), Lt. Riddiough (Glock 27 .40 cal MZP737), Sgt. Meyer (Glock 27 .40 cal CUX453) Back-up/Off Duty Weapon Qual. (Firearm Skills)
03/01/2010	0.50		McCarthy Bat Shield Rifle(Anhalt & Smith) Bat Shield Rifle/Pistol (Kehoe) Live Fire  Advanced Skills (Firearm Skills)

---

04/07/2010 0.50

McKay

Back-up/Off Duty Weapon Qual. (Firearm Skills)

---

04/29/2010 8.00

LTC

CPR/AED, Bloodborne Pathogens, Taser Review, OC Review,  
Confidential Informant Development

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08/19/2010 2.00

Dept of Trans.

Re-certification of Intoximeter

Printed on 9/13/2012

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## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions  
from

01/01/1980 to 09/13/2012

Session Date	Lengt h	Activity(s)	Instructor/Vendor & Notes
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08/19/2010 4.00

WI-DOT

Intoximeter recert (Patrol Duties)

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09/20/2010 8.00

Sheboygan, City of  
In-Service

---

09/21/2010 8.00

Sheboygan, City of (Patton)  
In-Service

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11/15/2010 1.00

McKay

Reaction shooting/timed

Advanced Skills (Firearm Skills)

12/09/2010	8.00	Spillman
01/24/2011	1.00	McCarthy (Danen) Shoot/No Shoot decision simulation Cinetronic Range Training (Firearm Skills)
01/31/2011	1.00	Danen Duty Pistol Qualification (Firearm Skills)
02/01/2011	0.50	Danen (McCarthy) Back-up/Off Duty Weapon Qual. (Firearm Skills)
02/23/2011	0.20	Huibregtse 11-20-f pistol drills (live fire) Pistol Drill # 1 (Firearm Skills)
03/18/2011	0.20	Huibregtse 11-20-f live fire Pistol Drill # 1 (Firearm Skills)
04/07/2011	1.00	Wallace
04/16/2011	32.00	Fox Valley Tech "Powders to Chemicals and Beyond" Patrol (Misc.) (Patrol Duties)
05/15/2011	0.50	McCarthy Malfunction drills

## Training Session History by Officer Report

Kehoe, Brandon

(Patrol)

All Training Sessions from 01/01/1980 to 09/13/2012

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
Basic Skills Practice (Firearm Skills)			
09/22/2011	0.50		McKay (McCarthy) Outdoor, movement from squad/low light
Advanced Skills (Firearm Skills)			
10/05/2011	8.00		Lakeshore Tech Coll
11/16/2011	1.00		McCarthy Outdoor range, cold weather
Look Shoot (Firearm Skills) Low Light Shooting Practice (Firearm Skills)			
01/10/2012	2.00		Spillman Mobile
01/12/2012	2.00		Spillman EVIDENCE PART B
04/06/2012	1.00		Huibregtse
Duty Pistol Qualification (Firearm Skills)			
04/11/2012	1.00		McCarthy
Duty Pistol Qualification (Firearm Skills)			
04/30/2012	8.00		Wallace

Dr. Tim Tyre/Dr. Craig Childs/Chief  
Domagalski/Off.  
McKay/Off. Schnabel/Cass Wohlgemuth

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05/22/2012 8.00

Edson  
ERT Practice & Lesson Plan

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Total 455.50  
Hours:



# Training History Report

Wisconsin Law Enforcement Standards Board  
WI DOJ - Training and Standards Bureau

Reported by Acadis® Readiness Suite 09/22/2016

For: Hamilton, Anthony J

Credential ID 7690-0656

**Hamilton, Anthony J**

## Certifications

Name	Issued	Expiration	Status
General Law Enforcement Instructor	12/01/2014	06/01/2018	Active
Handgun Instructor	12/01/2014	05/01/2018	Active
Law Enforcement Officer	12/02/2008	06/30/2017	Active
Firearms Instructor (S&T)	04/08/2012	02/01/2018	Inactive

## Training

### Upcoming, Ongoing, & Unconfirmed

No upcoming & ongoing training data exists.

### Current Period to Date (07/01/2016 - 09/22/2016)

No current year training data exists.

### Previous Period (07/01/2015 - 06/30/2016)

Course/Title (Course No.)	Training Dates		Grade	Status	Training Category	Hours
Wisconsin Prescription Drug Monitoring Program	05/16/2016	06/23/2016	N/A	Complete	Basic	0h 15m
Annual Review of Agency Stop Search Policy and Procedure	04/05/2016	04/26/2016	N/A	Complete	Statutory Requirement	0h 30m
Trauma Informed Care	03/23/2016	03/23/2016	N/A	Complete		8h 0m
Naloxone Certification (09-2016)	03/24/2016	04/13/2016	N/A	Complete	Advanced Skills	0h 30m
Crime Scene Management Training	03/10/2016	06/01/2016	N/A	Complete	Basic	1h 30m
Law Enforcement Shotgun Amnoret. course	02/10/2016	02/11/2016	N/A	Complete		1h 0m
Warm Zone Team Training (16_01)	01/19/2016	02/18/2016	N/A	Complete		8h 0m
Harassment in the Workplace (2016-01-12)	01/12/2016	01/19/2016	N/A	Complete	Basic	1h 0m
LESB Handgun qualification course FY16 (7/1/15 - 6/30/16)	01/03/2016	01/26/2016	N/A	Complete	Statutory Requirement	1h 0m
Unsupported/Seated Shooting (09-25-F)	11/17/2015	12/21/2015	N/A	Complete		1h 0m
Low Light-Night Fire (pistol) (09-26-F)	11/09/2015	01/18/2016	N/A	Complete		1h 30m

# Training History Report

Wisconsin Law Enforcement Standards Board  
WI DOJ - Training and Standards Bureau

Reported by Acadis® Readiness Suite

09/22/2016

For: Hamilton, Anthony J

Credential ID 7690-0656

Course/Title (Course No.)	Training Dates	Grade	Status	Training Category	Hours
Pistol Drills (09-20-F)	10/08/2015 - 10/08/2015	N/A	Complete	Basic	0h 30m
Reviewing Bail Bonds	10/15/2015 - 11/05/2015	N/A	Complete	Basic	0h 30m
AR15/AR16/M1 Armorer	10/01/2015 - 10/06/2015	N/A	Complete	Basic	6h 00m
LESB Biennial Vehicle Pursuit Training (Fiscal Years 15-17)	10/01/2015 - 10/01/2015	N/A	Complete	Statutory Requirement	4h 0m
Emergency Response and High Risk Traffic Stop Pursuit Scenario (66730)	10/01/2015 - 10/01/2015	N/A	Complete	Statutory Requirement	1h 0m
LASER/LIDAR for Patrol Officers	10/01/2015 - 11/15/2015	N/A	Complete	Basic	1h 0m
Cardiopulmonary Resuscitation (CPR)	10/15/2015 - 10/21/2015	N/A	Complete	Basic Skills	1h 0m
IFAK Training (Fall 2015 In Service)	09/15/2015 - 10/21/2015	N/A	Complete	Advanced Skills	2h 0m
Police In-Service Training (Fall 2015 In-Service Training)	10/15/2015 - 10/21/2015	N/A	Complete	Basic	3h 0m
DAAT Refresher	09/15/2015 - 10/21/2015	N/A	Complete	Advanced Skills	4h 0m
Pistol Drills (7/15-20-F)	08/18/2015 - 08/31/2015	N/A	Complete	Basic	1h 30m
Lexipol DTB Summary - SPD Policy Training (Cal Year 2015)	07/01/2015 - 12/31/2015	N/A	Complete	Basic	30h 15m
<b>Total Hours</b>					<b>(111h 45m)</b>

## Other Periods (through 06/30/2015)

Course/Title (Course No.)	Training Dates	Grade	Status	Training Category	Hours
DIGITAL AUDIO/VIDEO RECORDING	06/02/2015 - 06/30/2015	N/A	Complete	Basic	0h 30m
Firearms Disposition	05/21/2015 - 05/03/2015	N/A	Complete	Basic	0h 15m
Instructor Training - Instructor Update 2014-2015 15-003	05/21/2015 - 05/21/2015	0.00%	Graduated - 05/21/2015		8h 0m
Show-Up Training	06/09/2015 - 06/02/2015	N/A	Complete	Basic	0h 15m
How to Properly Enter Drug Evidence in RMS	04/07/2015 - 04/25/2015	N/A	Complete	Basic	0h 15m
Pistol Drills	04/07/2015 - 04/24/2015	N/A	Complete	Basic	0h 30m
Approving and Transcribing Report	04/01/2015 - 04/10/2015	N/A	Complete	Basic	0h 15m
DNA at a Basic	03/01/2015 - 04/25/2015	N/A	Complete	Basic	0h 30m
Juvenile Holding Logs	03/05/2015 - 03/31/2015	N/A	Complete	Basic	0h 15m
Pistol Drills (07-20-F)	03/04/2015 - 03/31/2015	N/A	Complete	Basic	0h 15m
Peer Support Training	03/04/2015 - 03/31/2015	N/A	Complete	Basic	0h 15m

# Training History Report

Wisconsin Law Enforcement Standards Board  
WI DOJ - Training and Standards Bureau

Reported by Acadis® Readiness Suite

09/22/2016

For: Hamilton, Anthony J

Credential ID 7690-0656

New Parking Tickets	03/03/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Interview Rooms	02/18/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Crisis Intervention Teams (CIT) Training (18 hr)	02/09/2015	02/27/2015	N/A	Complete	Advanced Skills	18h 0m
Hot Spot Policing	01/26/2015	01/31/2015	N/A	Complete	Basic	0h 15m
LESB Handgun qualification course	01/15/2015	03/09/2015	N/A	Complete	Statutory Requirement	2h 0m
LESB Handgun qualification course	01/15/2015	04/01/2015	N/A	Complete		1h 0m
Underline Photographs for RMS	01/16/2015	01/20/2015	N/A	Complete	Basic	0h 30m
Traffic Cones	01/12/2015	03/31/2015	N/A	Complete	Basic	0h 15m
Flatbottoms (07/2015)	01/12/2015	01/17/2015	N/A	Complete	Basic	0h 15m
Proper Entry of Vehicles in RMS	01/10/2015	01/15/2015	N/A	Complete	Basic	0h 15m
PCR II Recertification Training	09/23/2014	09/25/2014	N/A	Complete	Basic	2h 0m
Combined Jurisdictional Rifle Course (2014 Rifle Range CJ)	09/15/2014	09/19/2014	N/A	Complete	Basic	3h 0m
MBU Online Certification Training (Revision 20)	08/30/2014	08/30/2015	N/A	Complete	Mandatory Reframing	1h 0m
LESB Biennial Vehicle Pursuit Training (Fiscal Years 13-15)	09/04/2013	10/04/2013	N/A	Complete		8h 0m
Compliant 24H (07/01/12-06/30/13) 24HR DE/Tribal LE Officer Recert Training	07/01/2012	06/30/2013	N/A	Complete		24h 0m
24HR LE/Tribal LE Officer Recertification Training (24LE) (12-13) (Compliant)	07/01/2012	06/30/2013	N/A	Complete	Statutory Requirement	24h 0m
Instructor (11-12) (FRR and 2) (02/2019) (Passed)	08/12/2012	03/23/2012	N/A	Complete	Instructor Training	40h 0m
CJDC 2011-2012 (CJDC-12) (120123) (Passed)	01/23/2012	01/23/2012	N/A	Complete		32h 0m
24HR LE/Tribal LE Officer Recertification Training (24LE) (07/01/12) (Compliant)	07/01/2011	06/30/2012	N/A	Complete	Statutory Requirement	24h 0m
4 HR Vehicle Pursuit Recertification Training (4VEHICLE) (FY1113) (Compliant)	07/01/2011	06/30/2013	N/A	Complete	Statutory Requirement	4h 0m
Law Enforcement (CCT) (SWTC-12) (0) (Passed)	05/23/2008	05/23/2008	N/A	Complete		55h 0m
<b>Total Hours</b>						<b>(770h 15m)</b>



# SHEBOYGAN POLICE DEPARTMENT

## Completed Training Summary Report, by Employee

Employee: HAMILTON, ANTHONY J

SSN: 395-90-0932

<u>Date</u>	<u>Subject/Location</u>	<u>Hours</u>	<u>PC?</u>
**/**/**	CopTrak	0.00	
07/21/12	TIME Recertification Sheboygan Police Dept	1.00	
09/11/12	Intoximeter Recertification Sheboygan Police Department	2.00	Y
12/18/12	ARIDE Sheboygan County Sheriff	16.00	N
12/27/12	CVMIC Harassment Training & Policy HR120 City of Sheboygan	2.00	N
01/08/13	Strategies for the Recorded Interview Acuity Insurance Training Center	14.00	N
01/30/13	Spillman Property Files and Involvements Police Training Room	0.50	N
02/26/13	Spillman MO Factors Police Training Room	0.25	N
09/20/13	EVOC/PURSUIT LTC	8.00	Y
03/11/14	Sping In-Service 1 day Sheboygan Police Dept.	8.00	N
05/20/14	SHEBOYGAN PROXY SHEBOYGAN POLICE DEPT.	1.00	N
05/20/14	FAIR AND IMPARTIAL POLICING SHEBOYGAN POLICE DEPT.	7.00	N
05/21/14	ECW/TASER UPDATE WASHINGTON SCHOOL	1.00	N
05/21/14	OC Refresher WASHINGTON SCHOOL	1.00	N
05/21/14	DAAT Use of Force WASHINGTON SCHOOL	2.00	N
05/21/14	ACTIVE SHOOTER WASHINGTON SCHOOL	4.00	N

**Total Training Hours: 67.75**

**Total Training Hours, All Employees: 67.75**

---

**Report Includes:**

All training completion dates, All training codes, All post credits, All agencies, All divisions, All assignments, All cities, All employee numbers matching `13430-8`, All shifts, All stations, All departments

## Sheboygan Police Department

### Training Session History by Officer Report

Hamilton, Anthony

(Patrol)

All Training Sessions    01/01/1990 to 09/13/2012  
from

Session Date	Lengt h	Activity(s)	Instructor/Vendor & Notes
02/18/2009	2.00		Wis. State Crime Lab  Pill identification class put on by Leah Macans and Teree Warren, covering drug field testing workshop and visual examination of tablets.  Miscellaneous (Investigations)
02/19/2009	8.00		Hall  Qualified on lesson plan 09-05-F & 09-07-F. Schmitt - BYL553, Bahr - BYL564, Jaeger - BYL571, Hamilton - BYL544.  Duty Pistol Qualification (Firearm Skills) Shotgun Qualification Course (Firearm Skills)
03/11/2009	1.00		Adams  Bullet proof mind #1  Psychological Survival (Miscellaneous)
03/11/2009	0.50		McKay (Adams)  Pistol Drill # 1 (Firearm Skills)
04/11/2009	1.00		Huibregtse  Annual pistol qual. New ammo issued  Duty Pistol Qualification (Firearm Skills)
04/11/2009	1.00		Huibregtse

backup DCD1882

Duty Pistol Qualification (Firearm Skills)

---

04/11/2009 1.00 Huibregtse  
annual rifle qual  
AR-15 Qualification (Firearm Skills)

---

04/18/2009 0.50 Huibregtse  
annual shotgun qual  
Shotgun Qualification Course (Firearm Skills)

---

06/01/2009 0.50 Mittelstadt  
Gang Member Criteria  
Rollcall training (Patrol Duties)

---

Printed on 9/13/2012

Page 1 of 5

### Training Session History by Officer Report

Hamilton, Anthony

(Patrol)

All Training Sessions 01/01/1990 to 09/13/2012  
from

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
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---

06/07/2009	1.00		Sheboygan PD Instructor Inger Look Shoot
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Advanced Skills (Firearm Skills)

---

06/07/2009	1.00		Sheboygan PD Instructor Inger Unsupported Shoot
------------	------	--	---

Advanced Skills (Firearm Skills)

---

06/07/2009 0.50 Sheboygan PD  
Instructor Inger  
Pistol Drill # 1 (Firearm Skills)

---

06/09/2009 0.20 Teunissen  
Written statements in interviewing - Miranda Rights  
Rollcall training (Patrol Duties)

---

06/14/2009 0.50 Mittelstadt  
K-9 deployment procedures  
K-9 Update (K-9)

---

07/03/2009 0.50 Other  
Epilepsy Training  
Rollcall training (Patrol Duties)

---

09/08/2009 1.00 Mares  
  
Active Shooter Training (Firearm Skills)  
Advanced Skills (Firearm Skills)  
AR-15 Qualification (Firearm Skills)  
Back-up/Off Duty Weapon Qual. (Firearm Skills)  
Basic Skills Practice (Firearm Skills)  
Duty Pistol Practice (Firearm Skills)  
Duty Pistol Qualification (Firearm Skills)

---

11/08/2009 1.50 Mares  
Remedial Qualification w/ anticipations drills  
Duty Pistol Practice (Firearm Skills)

---

01/06/2010 1.00 McKay  
Hamilton(Glock 27, Kimber Ultra Carry .40cal and Colt  
Combat Elite .45cal) Mckay(S&W .38cal)  
Braesch(Glock 27)  
Back-up/Off Duty Weapon Qual. (Firearm Skills)



## Training Session History by Officer Report

Hamilton, Anthony

(Patrol)

All Training Sessions  
from

01/01/1990 to 09/13/2012

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
01/06/2010	1.00		McKay  Duty Pistol Qualification (Firearm Skills)
02/14/2010	1.00		McCarthy Bat Shield Training Drills/Pistol Live Fire Advanced Skills (Firearm Skills)
02/21/2010	0.50		McCarthy Bat Shield M4 Rifle Live Fire Advanced Skills (Firearm Skills)
04/08/2010	8.00		LTC CPR/AED, Bloodborne Pathogen, Taser Review, OC Review, Confidential Informant Development In-service (Miscellaneous)
06/13/2010	1.00		McCarthy  Judgment Shooting Practice (Firearm Skills) Low Light Shooting Practice (Firearm Skills)
08/02/2010	4.00		WI-DOT  Intoximeter recert (Patrol Duties)

09/20/2010	8.00	Sheboygan, City of In-Service
09/21/2010	8.00	Sheboygan, City of (Patton) In-Service
11/04/2010	1.00	McCarthy Off duty Qual w/S&W .38 and Kimber 1911 .45 Back-up/Off Duty Weapon Qual. (Firearm Skills)
11/04/2010	1.00	McCarthy Low light, movement and reaction shooting Duty Pistol Practice (Firearm Skills)
12/07/2010	8.00	Spillman
01/24/2011	1.00	McCarthy (Danen) Shoot/No Shoot decision simulation Cinetronic Range Training (Firearm Skills)

Printed on 9/13/2012

Page 3 of 5

## Training Session History by Officer Report

Hamilton, Anthony

(Patrol)

All Training Sessions from 01/01/1990 to 09/13/2012

Session Date	Length	Activity(s)	Instructor/Vendor & Notes
01/31/2011	1.00		McCarthy  Duty Pistol Qualification (Firearm Skills)

02/01/2011 0.50

McCarthy

Back-up/Off Duty Weapon Qual. (Firearm Skills)

---

02/23/2011 0.20

Huibregtse

11-20-f pistol drills (live fire)

Pistol Drill # 1 (Firearm Skills)

---

03/07/2011 1.00

Mares

KIMBER k30855945

Active Shooter Training (Firearm Skills)

Advanced Skills (Firearm Skills)

Back-up/Off Duty Weapon Qual. (Firearm Skills)

Basic Skills Practice (Firearm Skills)

---

03/18/2011 0.20

Huibregtse

11-20-f live fire

Pistol Drill # 1 (Firearm Skills)

---

04/05/2011 1.00

Wallace

---

05/15/2011 0.50

McCarthy

Malfunction drills

Basic Skills Practice (Firearm Skills)

---

09/22/2011 0.50

McKay (McCarthy)

Outdoor, movement from squad/low light

Advanced Skills (Firearm Skills)

---

10/04/2011 8.00

Lakeshore Tech Coll

---

11/16/2011 1.00

McCarthy

Outdoor range, cold weather

Look Shoot (Firearm Skills)

Low Light Shooting Practice (Firearm Skills)

---

01/12/2012 2.00

Spillman

### Training Session History by Officer Report

Hamilton, Anthony

(Patrol)

All Training Sessions from 01/01/1990 to 09/13/2012

Session Date	Length h	Activity(s)	Instructor/Vendor & Notes
01/16/2012	1.00		McCarthy  Duty Pistol Qualification (Firearm Skills)
01/16/2012	0.50		McCarthy  Back-up/Off Duty Weapon Qual. (Firearm Skills)
01/26/2012	32.00		Fox Valley Tech  Instructor development (Trainers)
03/23/2012	40.00		Fox Valley Tech  Firearms Instructor (Trainers)
04/06/2012	1.00		Huibregtse  Duty Pistol Qualification (Firearm Skills)
05/14/2012	8.00		Wallace Dr. Tim Tyre/Dr. Craig Childs/Chief Domagalski/Off. McKay/Off. Schnabel/Cass Wohlgemuth

05/31/2012 0.50 McCarthy

Unsupported (Firearm Skills)

---

06/01/2012 0.50 McCarthy

Basic Skills Practice (Firearm Skills)

---

06/26/2012 8.00 Other  
"Glock Armorer's Course" Glock

Armorer (Miscellaneous)

---

Total 172.60  
Hours:

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

(6)

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

August 18, 2016

Sheboygan County Sheriff's Department  
Sheriff Todd Priebe  
525 N. Sixth Street  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

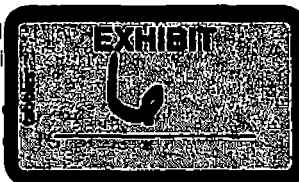
Dear Sheriff Priebe:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, produced to me in their original format, within the possession or control of the County of Sheboygan Sheriff's Department regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;

e-mail: rle@attorneyel  
web: www.attorneyell

Federal I.D. No. 39-1  
State Bar of Wisconsin N

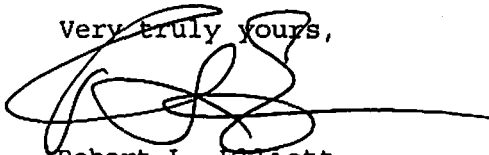


- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
cc: Client (via email)

# Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

September 14, 2016

Via fax: 920-459-4305

Sheboygan County Sheriff's Department  
Sheriff Todd Priebe  
525 N. Sixth Street  
Sheboygan, WI 53081

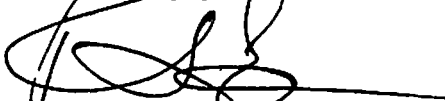
Re: July 17, 2016 shooting at Union Ave Tap

Dear Sheriff Priebe:

I am attaching a copy of my Open Records Request dated August 18, 2016. As I am sure you are familiar with, the statutes require that a complete response to that be provided to me as soon as practicable. §19.35(4) Wis. Stats.

You have not provided to me a response to this Open Records Request as soon as practicable. Please provide to me within three business days of this fax a complete response to all categories of my August 18, 2016 Open Records Request so that I do not have to bring a Mandamus action against your Department to get those materials.

Very truly yours,



Robert L. Elliott

Attorney

RLE/dlc

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862



# Robert L. Elliott

A T T O R N E Y   A T   L A W

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

October 3, 2016

Via fax: 920-459-4305

Sheboygan County Sheriff's Department  
Sheriff Todd Priebe  
525 N. Sixth Street  
Sheboygan, WI 53081

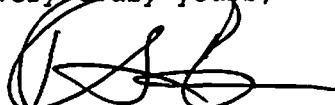
Re: July 17, 2016 shooting at Union Ave Tap

Dear Sheriff Priebe:

I am again attaching a copy of my two prior Open Records Request dated August 18, 2016 and September 14, 2016. Your Department has not responded to either and has failed in its duty to respond "as soon as practicable" pursuant to §19.35(4) Wis. Stats.

Please immediately provide me with a complete response to my Open Records Request of August 18, 2016 so that I do not have to bring a Mandamus action against your Department.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
Enclosures

cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

August 18, 2016

Sheboygan County Sheriff's Department  
Sheriff Todd Priebe  
525 N. Sixth Street  
Sheboygan, WI 53081

Re: July 17, 2016 shooting at Union Ave Tap

Dear Sheriff Priebe:

Please consider this letter as an Open Records Request pursuant to §19.35 Wis. Stats., requesting all materials, including electronically stored materials, materials kept on computers, audio materials and/or video materials, produced to me in their original format, within the possession or control of the County of Sheboygan Sheriff's Department regarding:

- A. The shooting on July 17, 2016 at the Union Ave tap including, without limitation, all tests done including ballistic tests;
- B. Kevin S. Higgins;
- C. The shooting of Kevin S. Higgins on July 17, 2016;
- D. Without limitation, each of the items itemized in the "SCOPE OF REVIEW" section of the District Attorney finding-fatal shooting of Kevin Higgins attached hereto as Exhibit A and each of the items listed in the bullet points in such "SCOPE OF REVIEW" section;
- E. The Union Avenue Tap, 1401 Union Avenue, Sheboygan, Wisconsin;
- F. Kurt Klessig;
- G. Mary Heitzmann;
- H. Rules and Regulations applicable to the conduct of the City of Sheboygan police officers;

e-mail: [rlc@attorneyelliott.com](mailto:rlc@attorneyelliott.com)

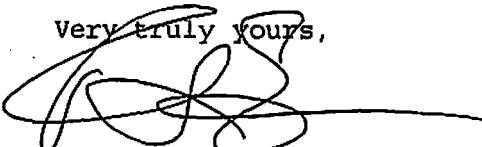
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

- I. Training materials used in the last ten years of City of Sheboygan police officers;
- J. Officer Anthony Hamilton including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- K. Officer Brandon Kehoe including, but not limited to, his personnel file, his training and any testing materials, and all other records regarding Officer Hamilton;
- L. All materials created by the "REGIONAL RESPONSE TEAM" concerning the 911 calls itemized at page 7 of the attached District Attorney Finding;
- M. The Regional Response Team investigation;
- N. All materials considered or used to prepare the Sheboygan Police Department Criminal Investigation Case Report, Case Number C16-13843, copy attached as Exhibit B.

As required by §19.35(4), Wis. Stats., please provide these materials to me as soon as practicable.

Thank you for your prompt response.

Very truly yours,



Robert L. Elliott  
Attorney

RLE/dlc

cc: Client (via email)

# Robert L. Elliott

ATTORNEY AT LAW

: Circuit Court Commissioner :

: Civil Trial Specialist :

---

735 North Water Street, Suite 1212 • Milwaukee, WI 53202 • Phone 414-225-9000 • Fax 414-921-9783

September 14, 2016

Via fax: 920-459-4305

Sheboygan County Sheriff's Department  
Sheriff Todd Priebe  
525 N. Sixth Street  
Sheboygan, WI 53081

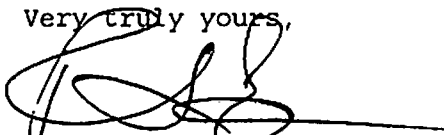
Re: July 17, 2016 shooting at Union Ave Tap

Dear Sheriff Priebe:

I am attaching a copy of my Open Records Request dated August 18, 2016. As I am sure you are familiar with, the statutes require that a complete response to that be provided to me as soon as practicable. §19.35(4) Wis. Stats.

You have not provided to me a response to this Open Records Request as soon as practicable. Please provide to me within three business days of this fax a complete response to all categories of my August 18, 2016 Open Records Request so that I do not have to bring a Mandamus action against your Department to get those materials.

Very truly yours,



Robert L. Elliott  
Attorney  
RLE/dlc  
cc: Client (via email)

e-mail: [rle@attorneyelliott.com](mailto:rle@attorneyelliott.com)  
web: [www.attorneyelliott.com](http://www.attorneyelliott.com)

Federal I.D. No. 39-1928264  
State Bar of Wisconsin No. 1013862

**VI**

7.12

R. C. No. 343- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 351-14-15 by Finance to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)  
4/17/17-file*

Julie Kath  
[Signature]

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. [Signature] Mayor

**VI**

6.13

R. C. No. 351 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v. City of Sheboygan; recommends that the document be referred to the new Common Council.

*refer to  
new Council  
(Finance)*

*John Bey*  
*Julie Kath*  
*DAZ*

*Ray D. Loh*

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

III

Other Matters

7.2

R. O. No. 213 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a Summons and Complaint in the matter of Daniel Gilbertson et al v City of Sheboygan.

Finance

*Susan Richards*

City Clerk

11

Handwritten text, possibly a signature or name, located in the upper left quadrant of the page.



STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Daniel Gilberson  
2727 N. 30<sup>th</sup> Street  
Sheboygan, WI. 53083

Matthew Walsh  
W7447 Christine Ct  
Plymouth WI 53073

Matthew Braesch  
3320 Geele Ave  
Sheboygan WI 53083

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

1-5-15  
8:56  
LO

On Behalf of Themselves and All Others Sharing  
Questions of Common and General Interest,

Plaintiffs,

Case No. 14CV0792

Case Code 30301 (Money Judgment)

v.

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI. 53081

Defendant.

CLERK CIRCUIT COURT  
FILED  
2014 DEC 22 P 2:43  
SHEBOYGAN COUNTY  
WISCONSIN

SUMMONS

To each person named above as a defendant:


You are hereby notified that the plaintiffs named above have filed a complaint 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 North 6<sup>th</sup> Street in

Sheboygan, Wisconsin; and to The Previant Law Firm S.C., plaintiff's attorneys, whose address is Post Office Box 12993, Milwaukee, Wisconsin 53212. 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 19th day of December, 2014.



---

Yingtao Ho (State Bar No. 1045418)  
THE PREVIAN LAW FIRM, S.C.  
1555 North RiverCenter Drive, Suite 202  
Milwaukee, WI 53212  
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

Daniel Gilberson  
2727 N. 30<sup>th</sup> Street  
Sheboygan, WI. 53083

Matthew Walsh  
W7447 Christine Ct  
Plymouth WI 53073

Matthew Braesch  
3320 Geele Ave  
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing  
Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI. 53081

Defendant.

Case No. **14CV0792**

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT  
FILED  
2014 DEC 22 P 2:43  
SHEBOYGAN COUNTY  
WISCONSIN

COMPLAINT

Plaintiffs, by their attorneys, for their complaint against the Defendant state as follows:

1. This is a class action suit to seek redress for the Defendant's failure to pay the full amount of regular and overtime wages required by law. The Plaintiffs, who are or were employees of the Defendant, are suing for the Defendant's failure to pay them the full amount of non-overtime wages required by Wis. Stat. §109.03(1) and (5); and for the Defendant's failure to include their over-the-wage-scale bonuses, education bonuses, wages for opting out of the health insurance, and revocable contributions to Health Savings Accounts in calculating their overtime

pay rates, in violation of both the Fair Labor Standards Act, Wis. Stat. §109.03(1) and (5), and DWD §274.03.

### **PARTIES AND JURISDICTION**

2. Each of the named plaintiffs is a current employee of the City of Sheboygan, and a current resident of Wisconsin. Plaintiff Gilbertson at all times relevant to the complaint has been employed by the City of Sheboygan Department of Public Works. Gilbertson received insurance through, and paid insurance premiums to the City of Sheboygan during the years of 2011-2014. FLSA consent forms for the Named Plaintiffs either are attached to, or will be filed with the Court.

3. Pursuant to City of Sheboygan policy, because the wage rate for Gilbertson is higher than the maximum rate for the position that he holds with the City of Sheboygan Department of Public Works, at each annual review Gilbertson is eligible to receive, and has received a bonus in lieu of a wage increase.

4. Plaintiff Walsh at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Walsh received insurance through, and paid insurance premiums to the City of Sheboygan throughout the years of 2011-2012. During 2012 the City of Sheboygan also made a revocable contribution to Walsh's Health Savings Account.

5. Plaintiff Braesch at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Braesch did not receive health insurance through the City of Sheboygan during the years of 2011 to 2014. Beginning in the year 2012, Braesch received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance. Beginning in the year 2013, Walsh also received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance.

6. During the years of 2012 through 2014, Plaintiffs Walsh and Braesch received from the City of Sheboygan an annual payment of \$600 because of their level of education attained.

7. Plaintiffs Gilbertson and Walsh are appropriate representative of a class described as:

All current and former full time and part time employees of the City of Sheboygan who made any insurance premium payments to the City of Sheboygan, which remained in the City of Sheboygan's Health Self Insurance Fund on December 30th of 2012, 2013, or 2014.

8. Plaintiff Gilbertson additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received bonus payments from the City of Sheboygan in lieu of wage increases because their wage rates were over the maximum rate for their positions, but did not have those bonus payments included in calculating their regular rate for overtime pay.

9. Plaintiffs Walsh and Braesch additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received an education bonus from the City of Sheboygan, but did not have those education bonus payments included in calculating their regular rate for overtime pay.

10. Plaintiff Walsh additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a revocable

Health Savings Account contribution from the City of Sheboygan, but did not have those revocable Health Savings Account contributions included in calculating their regular rate for overtime pay.

11. Plaintiff Breasch and Walsh additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a payment from the City of Sheboygan for opting out of the City health insurance plan, but did not have the payment for opting out of the health insurance included, in calculating their regular rate for overtime pay.

12. Defendant City of Sheboygan is a political subdivision of the State of Wisconsin; and is an employer within the meaning of both the Fair Labor Standards Act, 29 U.S.C. §203(d); and within the meaning of Wis. Stat. §109.01(2). City hall for the City of Sheboygan, which serves as its principal place of business, is located at 828 Center Avenue in Sheboygan, Wisconsin.

13. The Court has subject matter jurisdiction over this lawsuit pursuant to 29 U.S.C. §216(b), which grants to state courts concurrent jurisdiction to hear lawsuits arising under the Fair Labor Standards Act; and pursuant to Wis. Stat. §109.03(1) and (5), which authorizes direct lawsuits by employees against their employer for unpaid regular and overtime wages required by the statutes and regulations of the Wisconsin wage payment laws, Chapter 109 of the statutes and Chapter 274 of the DWD regulations.

14. The Court has personal jurisdiction over all defendants in this action pursuant to Wis. Stat. §801.05(1) and (3) since all of the acts or omissions by the defendants complained of in the complaint occurred in Wisconsin.

15. Venue is proper in Sheboygan County Circuit Court pursuant to Wis. Stat.

§801.50 when the claim arose in, and the Defendant resides, and conducts substantial business in Milwaukee County.

## **FACTS**

### **I. Facts Related to the Payment of Health Insurance Contributions Towards Workers Compensation Premiums and Expenses.**

16. At all times relevant to the complaint the City of Sheboygan has made self-insured health and dental insurance coverage available to certain of its full time and part time employees.

17. Beginning on a date unknown to the Plaintiffs, the City of Sheboygan has maintained a Health Self Insured Fund (“Health Fund”) into which it deposits all employer and employee health and dental insurance premiums, and out of which it pays all of the claims, administrative expenses, and other costs associated with its health and dental insurance program.

18. Because the City of Sheboygan’s insurance program is self-insured, the cost of the full health insurance premium for its employees is set by an actuary, and adopted by the City of Sheboygan Common Council. At all times relevant to the complaint and through the end of 2014, once the premium has been set, represented employees paid a share of the premium set by their collective bargaining agreements, while non-represented employees paid a share of the premium set by the City of Sheboygan.

19. In addition to receiving the employee payment of health and dental insurance premiums, the Health Fund also receives premiums contributions from the City of Sheboygan and/or the various departments of the City of Sheboygan that employ the Plaintiffs, contributions from both Medicare eligible and non-Medicare eligible retirees, and contributions from persons who participate in the City insurance program through COBRA insurance. The Health Self Insurance fund also receives some investment income each year.

20. The Health Fund does not segregate the contributions and premiums that it receives by either the identity of the payer, nor between monies received during the current year and previous years. Consequently, each dollar maintained in the Health Fund has an equal probability of being transferred to the payee, when a payment is made out of the Health Fund.

21. When the Plaintiffs are or were covered by collective bargaining agreements, their hourly wage rates were set by the collective bargaining agreements.

22. Plaintiffs who were not covered by collective bargaining agreements received an annual review with their supervisors/managers, which generally occurred around their anniversary date. During the annual review the Plaintiff would be informed of either a change to his hourly wage rate, or that his hourly wage rate would remain the same for the next year. During the annual reviews the City of Sheboygan did not inform the employees of its right to, and did not make a reservation of right to reduce the wage rates promised during the annual reviews.

23. On the Plaintiffs' paychecks their weekly gross wages are calculated using the wage rates that are required either by the collective bargaining agreements applicable to them, or set by their annual reviews. Once the gross wages are calculated, then deductions including but not limited to the health and dental insurance premiums are made from the gross wages, resulting in the net wage that is actually paid to the employees.

24. The City of Sheboygan therefore counted 100% of the health and dental insurance premiums deducted from the paychecks of the Plaintiffs towards its payment of wages to the Plaintiffs at rates required by their collective bargaining agreements and/or annual reviews.

25. The City of Sheboygan maintains a self-insured Workers Compensation Fund ("Workers Comp Fund"). In October of 2012, the City of Sheboygan Common Council adopted



a resolution providing that there should be a balance of \$1.5 million dollars in the Workers Comp Fund, and a combined balance of \$4.5 million dollars in the Workers Comp Fund and the Health Fund.

26. Near the end of 2012, as a result of excess premium contributions charged by the Defendant to the Plaintiffs, retirees, COBRA participants, and the Departments of the City of Sheboygan, the Health Fund had a balance in excess of \$5.5 million dollars.

27. In order to comply with the Common Council resolution, on December 31, 2012 the City of Sheboygan transferred the amount of \$1,622,864 from the Health Fund to the Workers Comp Fund. Once placed in the Workers Comp Fund, the \$1,622,864 was earmarked to, and at least some of the monies have already been used to discharge the City of Sheboygan's liabilities imposed by the Wisconsin Workers Compensation Statute, Chapter 102 of the Wisconsin statutes.

28. Calculated proportionally, as necessary given that regardless of source each dollar placed into the Health Self Insurance Fund had an equal probability of being spent at any time, the \$1,622,864 transferred from the Health Fund into the Workers Comp Fund included at least \$120,000 in health and dental premium payments made by the Plaintiffs in 2012, and at least \$25,000 in health and dental premium payments made by the Plaintiffs prior to 2012.

29. On December 31, 2013, the City of Sheboygan transferred \$68,795 from the Health Fund into the Workers Comp Fund. Since the Health Fund was not divided between funding sources in 2013, the \$68,795 included, approximately \$5,000 in health and dental premium payments made by the Plaintiffs in 2013, and at least \$2,000 in health and dental premium payments made by the Plaintiffs prior to 2013.

30. Upon information and belief, on December 31, 2014 the City of Sheboygan will

transfer a yet to be determined amount from the Health Self Insurance Fund into the Workers Comp Fund. The 2014 transfer will include both health and dental premium payments made by the Plaintiffs in 2014, and health and dental premium payments made by the Plaintiffs prior to 2014.

**II. Facts Related to Bonus Payments to Employees Receiving Wage Rates Higher than the Maximum Rate of the Wage Scale.**

31. Pursuant to the City of Sheboygan's most recent compensation plan for non-represented employees, a maximum rate is set for each classification held by the City of Sheboygan's non-represented employees.

32. During the year of 2012, the City of Sheboygan provided to its non-represented employees, who were already receiving a wage rate higher than the maximum rate for their classification, a mandatory bonus payment. The mandatory bonus payment was made to the Plaintiffs as a substitute for wage increases, which they were not eligible to receive because their wage rate was already higher than the set maximum rate for their respective classifications.

33. Those City of Sheboygan employees who did receive a wage increase for the year 2012 had the wage increase paid to them throughout 2012.

34. A number of employees who received the mandatory bonus payment from the City of Sheboygan in 2012 were covered by a union collective bargaining agreement during 2011, and had received wage increases required by said collective bargaining agreement(s) throughout 2011.

35. Since the City of Sheboygan would not pay employees both a contractual wage increase and a bonus for the same hours worked, the 2012 mandatory Over the Scale Bonus was compensation for the Plaintiffs' work in 2012, rather than their work in 2011.

36. Beginning in 2013, the Plaintiffs who received a wage rate higher than the set

maximum rate for their classification were eligible to receive an annual bonus from the City of Sheboygan, as compensation for their ineligibility for receiving wage increases from the City of Sheboygan. Since the City of Sheboygan would not pay two separate bonuses to its employees for their same hours worked, and the 2012 mandatory bonuses already paid the Plaintiffs for their hours worked in 2012, any 2013 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2013; while any 2014 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2014.

37. During the years of 2013 and 2014, the annual bonuses were paid to the Plaintiffs after their annual reviews, which occurred around the time of their anniversary dates with the City of Sheboygan, and in most cases long before the end of the calendar year covered by the bonus payments.

38. During the years of 2012 through 2014, the City of Sheboygan did not include the Over the Scale Bonuses paid to Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

### **III. Facts Related to Education Bonus Payments.**

39. For many of the Plaintiffs the City of Sheboygan paid an education bonus, directly to the Plaintiffs, for completion of post-secondary education credit hours and/or degrees.

40. In each case the education bonuses were mandated by the applicable collective bargaining agreements and/or policies binding upon the City of Sheboygan.

41. The City of Sheboygan therefore did not retain any discretion to deny the payment of education bonuses to Plaintiffs who had the requisite post-secondary education hours and/or degrees. The education bonuses therefore were contractually required payments rather than gifts.

42. The education bonuses are not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and other regular days of rest, nor as a premium for the employees' work outside their regular established work days and work hours. Plaintiffs received the education bonuses regardless of when the credits and/or degrees were received; and during each year for the same credits and/or degrees received.

43. During the years of 2012 through 2014, the City of Sheboygan did not include the education bonuses paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

**IV. Facts Related to the Health Reimbursement Account Contributions.**

44. During the years of 2012 and/or thereafter, the City of Sheboygan made contributions to the Health Reimbursement Accounts of certain of the Plaintiffs.

45. The contributions made by the City of Sheboygan to its employees' Health Reimbursement Accounts are revocable, given that employees could no longer use the contributions remaining in their Health Reimbursement Accounts once their employment with the City of Sheboygan ends through termination for cause.

46. During the years of 2012 through 2014, the City of Sheboygan did not include the revocable Health Reimbursement Account Contributions paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

**V. Facts Related to Bonus Payments for Opting Out of the Health Insurance.**

47. At all times between 2012 and 2014, the City of Sheboygan was required by its collective bargaining agreements and binding policies to pay to the Plaintiffs, who opted out of the City's health insurance, a payment of \$1,200 per year in cash. The payments were directly

made to the Plaintiffs, rather than to a third party administrator.

48. Employees who opted out of the City's Health Insurance for a portion of a year, before successfully reenrolling in the City's health insurance received a pro-rated portion of the \$1,200 per year cash payment.

49. The City of Sheboygan ore did not retain any discretion to deny the payment of the full or pro-rated portion of the \$1,200 per year cash payment, to Plaintiffs who opted out of the Health Insurance. The cash payments for opting out of the health insurance therefore were contractually required payments rather than gifts.

50. The cash payments for opting out of the health insurance were not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and regular other days of rest, and were not paid to the Plaintiffs as a premium for their work outside their regular established work hours.

51. During the years of 2012 through 2014, the City of Sheboygan did not include the cash payments for opting out of the health insurance, paid to the Plaintiffs in cash, in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

#### **VI. Collective Action Factual Allegations.**

52. Pursuant to 29 U.S.C. §216(b), the same collective action certification procedures are applicable for the Plaintiffs' FLSA overtime rate calculation claims, regardless of whether those claims are brought in federal or state court.

53. Named Plaintiffs bring their third count for relief under the Fair Labor Standards Act, on own behalf of themselves and all other similarly situated current and former full and part

time employees of the City of Sheboygan (“FLSA Class”), pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b).

54. The proposed FLSA Class will consist of four sub-classes: Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay, those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay, those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay, and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

55. At least one of the named plaintiffs is similarly situated to members of each of the proposed FLSA subclasses, in that they were subject to the City of Sheboygan’s common practice, policy, or plan of (a) failing to count their over-scale bonus payments toward their regular rate for overtime pay; (b) failing to count their education bonus payments toward their regular rate for overtime pay; (c) failing to count the revocable Health Reimbursement Account contributions that they received toward their regular rate for overtime pay; and (d) failing to count their cash payments received for opting out of the City health insurance towards their regular rate for overtime pay.

56. For each of the proposed FLSA subclasses, the named plaintiff(s) are similarly situated to the remaining members of the class in that they received cash payments for overtime during the years of 2012 to 2014, so that the City of Sheboygan’s identical practices, policies, and plans outlined in the prior paragraph resulted in a diminution of overtime pay received both by the named plaintiffs’ and the remaining members of each of the proposed FLSA subclasses.

57. The Plaintiffs' claim for relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of each of the four proposed FLSA subclasses that are similarly situated to the named plaintiffs, and have claims that are similar to the named plaintiffs' claims for relief under the FLSA.

58. Following the filing of this Complaint, members of the FLSA Class may sign Consent to Sue forms, and agree to "opt in" as plaintiffs to this litigation.

59. The claims of the named plaintiffs are representative of the claims of members of the FLSA Class in that they were all overtime pay eligible employees of the City of Sheboygan who did not receive the full amount of overtime pay required by the FLSA, as a result of the City of Sheboygan's unlawful policy, procedure, or plan to exclude portions of their compensation from calculating their regular rate for overtime pay.

60. The names and addresses of the FLSA Class are available from Defendants, and notice should be provided to the FLSA Class via first class mail to their last known address as soon as possible.

## **VII. CLASS ACTION ALLEGATIONS PURSUANT TO WIS. STAT. §803.08.**

61. Named Plaintiffs bring their Wisconsin law claims on behalf of themselves, as well as all other similarly situated and eligible current and former full time and part time employees of the City of Sheboygan, pursuant to the Wisconsin class action statute, Wis. Stat. §803.08.

62. Plaintiffs propose a Wisconsin class including five sub-classes: Plaintiffs whose health insurance premium payments were indirectly contributed towards defraying the costs of paying for the City of Sheboygan's obligations under the Wisconsin Workers' Compensation

statute, so that they did not receive the full amount of wages required by their collective bargaining agreements and/or annual reviews; Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay; those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay; those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay; and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

63. The Plaintiffs' claims against the Defendants present questions of common and general interest to all of the Plaintiffs including whether the City of Sheboygan indirectly used deductions from the employees' wages towards its costs of fulfilling its obligations under the Wisconsin Workers Compensation statutes; whether as a result the monies indirectly used to fund Sheboygan's obligations under the Wisconsin Workers Compensation statutes can no longer count as wages paid by the City of Sheboygan to the Plaintiffs, whether the Plaintiffs as a result have received the full amount of wages required by Wis. Stat. §109.03(1) and (5); and whether the City of Sheboygan is permitted by Wisconsin law to exclude certain bonuses, Health Reimbursement Account, and insurance opt-out payments, when calculating the Plaintiffs' regular rate used to calculate their overtime pay.

64. City of Sheboygan employs and employed several hundred employees who paid health insurance premiums to the City of Sheboygan through payroll deductions at all times between 2011 and 2014.

65. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the Over the Scale Bonuses, worked at least



one hour of overtime for which he was paid in cash during a year in which they received the bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

66. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received education bonuses, worked at least one hour of overtime for which he was paid in cash during a year in which they received the education bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

67. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the revocable Health Reimbursement Account contributions, worked at least one hour of overtime which he was paid in cash during a year in which they received the contributions, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said contributions from calculating the regular rate for the Plaintiffs.

68. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received an annual cash payment for opting out of the City health insurance, worked at least one hour of overtime for which he was paid in cash during a year in which they received the cash payment, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said annual cash payment from calculating the regular rate for the Plaintiffs.

69. For each of the five proposed subclasses of the Plaintiff's §803.08 class, there are

dozens if not hundreds of members of the proposed subclasses, so that the members of each of the proposed subclasses are very numerous, and it would be impractical to bring all of the Plaintiffs before the Court as individual and separate plaintiffs.

70. The Plaintiffs are adequate representatives of the class in that for each subclass the named class representatives lost legally required compensation as a result of the same City of Sheboygan policies as the remaining members of the subclass, have a direct financial interest in obtaining affirmative answers to the common questions listed in paragraph 65 of the complaint, and have retained experienced and competent counsel to represent the class.

71. The benefits of the class action far outweigh any burdens it would impose in that each of the common questions posed by paragraph 65 of the Complaint can be resolved as a question of law, on a class-wide basis, and based upon largely undisputed background facts; and given that the amount of damages that the Plaintiffs have sustained can be calculated using the payroll and insurance contribution records maintained by the City of Sheboygan.

72. Additionally, given that the amount of damages that individual Plaintiffs have suffered as a result of the Defendant's violation of Wisconsin wage and hour laws are small, when compared to the likely costs of litigating the Plaintiffs' claims against the Defendant, a class action is the only available procedure to make judicial resolution available for the claims of all Plaintiffs; and to ensure that the claims of the Plaintiffs are resolved in a uniform manner, rather than through hundreds of mini-trials resolving the identical factual and legal issues.

**Count I. Failure to Pay Full Amount of Wages Required by Law In Violation of Wis. Stat. §109.03(1) and (5).**

73. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-72 of the Complaint.

74. The City of Sheboygan transferred monies from the Health Fund, including

employee health and dental insurance premium payments, into the Workers Comp Fund, so that the transferred monies could be, and were used to defray its expenses of complying with its obligations imposed by the Wisconsin Workers' Compensation statute, during at least 2012 and 2013, and upon information and belief in 2014 as well.

75. Pursuant to Wis. Stat. §102.16(3), no wage deductions from the paychecks of employees may be used, directly or indirectly, for the purpose of discharging an employer's obligations imposed by the Wisconsin Workers' Compensation statute.

76. Plaintiff health and dental insurance premium payments, upon their transfer from the Health Fund to the Workers Comp Fund, could no longer constitute wages paid by the City of Sheboygan to its employees.

77. Pursuant to Wis. Stat. §109.03(1) and (5), an employer is required to pay to its employees the full amount of wages owed to them, and no agreement between an employer and either its employees or their bargaining representative can waive the employees' right to the full amount of wages owed to them.

78. Wis. Stat. §109.03(1) and (5) authorizes the collection of wages which became unpaid long after the work that earned the wages had been performed.

79. The City of Sheboygan is required by its collective bargaining agreements, policies, and annual reviews to pay to the Plaintiffs wages at the rates promised to them, for each and every hour that they performed work for the City of Sheboygan.

80. Once a portion of the Plaintiffs' health and dental insurance contributions were transferred by the City of Sheboygan to its Self-Insured Workers Comp Fund, so that he transferred contributions could no longer count towards wages paid by the City of Sheboygan to its employees, the Plaintiffs were no longer receiving the full amount of wages promised by the

City of Sheboygan through its collective bargaining agreements, policies and annual reviews.

81. The Plaintiffs are therefore entitled to recover from the City of Sheboygan the full amount of the difference between the wages that they have received from the City of Sheboygan, once the transfers from the Health Self Insurance Fund to the Workers Compensation Fund during the years of 2012 to 2014 have been taken into account; and the amount of wages that they are entitled to receive, calculated using the rates promised by the City of Sheboygan through its collective bargaining agreements, policies, and annual reviews.

82. The amount of total wages owed to the Plaintiffs equal the full amount of active employee health and dental insurance premium payments transferred by the City of Sheboygan from the Health Fund to the Workers' Comp Fund.

83. In addition, the Plaintiffs are entitled to 50% increased damages for all of their unpaid wages, plus their reasonable attorneys fees and costs of prosecuting their wage claim.

**II. Failure to Pay Correct Amount of Overtime Pay under Wisconsin law.**

84. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-83 of the complaint.

85. DWD §274.03 provides that for all hours worked over 40 per week, all employees shall receive overtime pay equal to at least one and one half his regular rate. All overtime wages required to be paid by the DWD regulations are enforceable through a lawsuit brought under Wis. Stat. §109.03(5).

86. While no Wisconsin statutes or regulations have defined what constitutes the employees' regular rate, DWD §274.03 is identically worded to 29 U.S.C. §207(a)((2)(C), the provision of the Fair Labor Standards Act requiring the calculation of overtime pay using the employee's regular rate. The same definition of the regular rate under the FLSA therefore is also

applicable, when interpreting DWD §274.03 and Wis. Stat. §109.03(5).

87. 29 U.S.C. §207(e) defines the sums paid by the employer to its employees, which can be excluded from determining the regular rate at which the employee is employed. Under §207(e)(3), bonus payments can be excluded from the determination of the regular rate only if they are discretionary rather than mandatory, and only if the bonus payments are determined at or near the end of the period of work for which the bonus serves as payment.

88. Applying §207(e)(3) as interpreted by the United States Department of Labor, the Over-the Scale Bonuses received by the Plaintiffs in 2012 must be included in calculating the Plaintiffs' regular rate because it was a mandatory, rather than a discretionary bonus.

89. Similarly, the Over-the-Scale Bonuses received by the Plaintiffs in 2013 and 2014 were in most cases determined long before the end of the calendar year, the period of work for which the bonus payments served as compensation. The Over-the-Scale bonuses received by the Plaintiffs in 2013 and 2014 therefore must also be included in calculating the Plaintiffs' regular rate.

90. The education bonuses received by the Plaintiffs must be included in calculating the Plaintiffs' regular rate in that they were mandatory rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

91. The cash payments received by the Plaintiffs for opting out of the City health insurance must be included in calculating the Plaintiffs' regular rate in that they were mandatory

rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

92. The Health Reimbursement Account contributions that the City of Sheboygan made to the Plaintiffs cannot constitute irrevocable contributions within the meaning of §207(e)(4), when the Plaintiffs would lose their right to access the contributions, once they were terminated for cause.

93. The Health Reimbursement Account Contributions therefore must be included in calculating the Plaintiffs' regular rate.

94. By failing to comply with the requirements outlined in paragraphs 87 to 93 of the Complaint, the City of Sheboygan paid overtime pay to the plaintiffs at a rate lower than one and one half times the regular rate at which they are employed, for their hours worked over 40 per week that were paid by the City of Sheboygan in cash, in violation of DWD §274.03 and Wis. Stat. §109.03(1) and (5).

95. The Plaintiffs are eligible for, in addition to all overtime pay required by law, 50% of the unpaid overtime pay as increased damages under Wis. Stat. §109.11(2); as well as their actual attorneys fees and costs incurred by prosecuting their wage claims against the City of Sheboygan pursuant to Wis. Stat. §109.03(6).

### **III. Failure to Pay Correct Amount of Overtime Pay Under FLSA.**

96. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1-95 of the complaint.

97. By failing to include the Over-the Scale Bonuses, Education Bonuses, Revocable Health Reimbursement Account contributions, and cash payments for opting out of the health insurance in the calculation of the Plaintiffs' regular rate for overtime pay, the City of Sheboygan violated 29 U.S.C. §207(a)(2)(C), for the same reasons that its calculation of the regular rate also violated parallel provisions of Wisconsin law.

98. The City of Sheboygan's violation of §207(a)(2)(C) is willful in that it should have known, by conducting a minimal investigation into the exemptions outlined by §207(e) and regulations of the Department of Labor interpreting the exemptions, that non-discretionary bonus payments, discretionary bonus payments that the employees were told they would receive long before the end of the time period covered by the bonus payments, annual education bonuses, revocable health insurance contributions, and cash payments to the employee for declining the City's health insurance are not included within the exemptions listed in §207(e).

99. The Plaintiffs' FLSA claims are therefore subject to the longer three year statute of limitations to seek redress for the City of Sheboygan's willful violations of the FLSA.

100. The Plaintiffs are entitled to receive, in addition to all wages owed to them under the FLSA, 100% of the owed wages as liquidated damages, plus their reasonable attorneys fees and costs of prosecuting their FLSA claims.

**WHEREFORE, the Plaintiffs respectfully move the Court to enter an order that:**

1. Certifies each of the collective and Wis. Stat. §803.08 classes outlined in this complaint;
2. Awards to the Plaintiffs all wages, liquidated damages and increased wages, and attorneys fees and costs prayed for by the complaint;
3. Awards to the Plaintiffs such other and further relief as the Court deems just and

proper.

Dated this 19th day of December, 2014.



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Yingtao Ho (State Bar No. 1045418)  
THE PREVIANT LAW FIRM, S.C.  
1555 North RiverCenter Drive, Suite 202  
Milwaukee, WI 53212  
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS




Sheboygan. I understand that this consent will be filed simultaneously with a lawsuit against the City of Sheboygan to recover unpaid overtime compensation, retaliation damages, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the last two years as well as the last three years, I have worked for the City of Sheboygan in excess of forty (40) hours in individual work weeks and I have not been paid all of the overtime wages owed to me pursuant to 29 U.S.C. §201 *et seq.*

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Full Legal Name: DANIEL J. GIBERTSON Dated: 12-19-14

Signed: 

III

4.5

R. O. No. 10 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint in the matter of Ditech Financial LLC  
f/k/a Green Tree Servicing LLC v Homero Garza et al.

~~Finance~~  
4/17/17 file

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City Clerk

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STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Ditech Financial LLC f/k/a Green Tree Servicing  
LLC  
300 Landmark Towers  
St. Paul, MN 55102

Plaintiff,

vs.

Homero Garza  
1418 Edris Dr  
San Antonio, TX 78224-2629

Jane Doe Garza  
1418 Edris Dr  
San Antonio, TX 78224-2629

City of Sheboygan, Department of City  
Development  
828 Center Ave Ste 104  
Sheboygan, WI 53081-4466

Defendants.

SUMMONS

Case No. 16CV0200

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

CIRCUIT COURT BRANCH #5  
JAMES BOLGERT  
615 N SIXTH STREET  
SHEBOYGAN WI 53081

CLERK OF CIRCUIT COURT  
SHEBOYGAN, WI

16 APR 13 AIO:39

CLERK OF CIRCUIT COURT  
SHEBOYGAN, WI

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

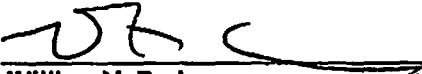
4-18-16  
4:32P  
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judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by 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 12<sup>th</sup> day of April, 2016.

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  
069121F01

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.

Ditech Financial LLC f/k/a Green Tree Servicing  
L.L.C  
300 Landmark Towers  
St. Paul, MN 55102

COMPLAINT

Case No. 16CV0200

Plaintiff,  
vs.

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

Homero Garza  
1418 Edris Dr  
San Antonio, TX 78224-2629

Jane Doe Garza  
1418 Edris Dr  
San Antonio, TX 78224-2629

City of Sheboygan, Department of City  
Development  
828 Center Ave Ste 104  
Sheboygan, WI 53081-4466

Defendants.

CLEARING HOUSE  
16 APR 13 AM 0:39  
SHEBOYGAN COUNTY  
CIRCUIT COURT

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

1. The plaintiff is the current holder of a certain note and recorded mortgage 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.
2. The mortgaged real estate is owned of record by Homero Garza.
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 \$38,440.61 together with interest from the 1st day of August, 2015.
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 not 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 846.103(2) with a three 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.

9. That Jane Doe Garza has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Homero Garza.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) 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 12<sup>th</sup> day of April, 2016.

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

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.



NOTE

DECEMBER 03, 2004  
(Date)

SHEBOYGAN  
(City)

WISCONSIN  
(State)

1316B N 14TH ST, SHEBOYGAN, WI 53081-3248  
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 47,200.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.125 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on

FEBRUARY 01, 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. Each monthly payment will be applied to interest before principal. If, on JANUARY 01, 2005, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694 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. \$ 286.79

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of this 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.

WISCONSIN FIXED RATE NOTE-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EXHIBIT A

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver by Note Holder**

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

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

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

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

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

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

HOMERO GARZA (Seal) - Borrower

\_\_\_\_ (Seal) - Borrower

PAY TO THE ORDER OF \_\_\_\_\_ (Seal) - Borrower

WITHOUT RECOURSE  
COUNTRYWIDE HOME LOANS INC  
BY \_\_\_\_\_ (Seal) - Borrower

David A. Specior  
Managing Director [Sign Original Only]

1752735

SHEBOYGAN COUNTY, WI  
RECORDED ON

12/13/2004 11:20AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 31.00  
TRANSFER FEE:

STAFF ID 6  
TRANS # 53983

# OF PAGES: 11

# MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS  
COUNTRYWIDE HOME LOANS, INC.  
450 PARK GRANADA, CALABASAS, CA 91302-1613

[REDACTED]

[Space Above This Line For Recording Date]

[REDACTED]  
(Borrower/Co-Borrower)

[REDACTED]  
(Date)

MIN [REDACTED]

## 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 DECEMBER 03, 2004, together with all Riders to this document.

(B) "Borrower" is  
HOMERO GARZA, A MARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is  
COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION  
organized and existing under the laws of NEW YORK  
Lender's address is

4500 Park Granada, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 03, 2004. The Note states that Borrower owes Lender FORTY SEVEN THOUSAND TWO HUNDRED and 00/100

Dollars (U.S. \$ 47,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2035.

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

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

Page 1 of 11

Initials *JG*

VMP MORTGAGE FORMS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT B

(G) "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.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "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.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of SHEBOYGAN :

[Type of Recording Jurisdiction] (Name of Recording Jurisdiction)

THE EAST 35 FEET OF THE WEST 40 FEET OF THE SOUTH 50 FEET OF LOT 2, BLOCK 50, ORIGINAL PLAT ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. THIS IS A PURCHASE MONEY MORTGAGE. THIS IS HOMESTEAD PROPERTY.

which currently has the address of

1318B N 14TH ST, SHEBOYGAN  
[Street/City]

Wisconsin 53081-3248 ("Property Address"):  
[Zip Code]

[REDACTED]

Initials: *HE* [REDACTED]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**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 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, instrumentally, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

\_\_\_\_\_ Homero Garea (Seal)  
 HOMERO GAREA -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_ (Seal)  
 -Borrower

## SCHEDULE B

Commitment Number: [REDACTED]

- j. 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.
- k. 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.
- l. A Mortgage from Homero Garza, a married man to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for Countrywide Home Loans, Inc. in the original amount of \$47,200.00.  
Dated: December 3, 2004      Recorded: December 13, 2004  
Document No: 1752735

The foregoing mortgage has been assigned to Green Tree Servicing LLC, by mesne assignments.  
Recorded: June 17, 2013  
Document No: 1970427

- m. A Mortgage from Homero & Febe Garza to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI in the original amount of \$9,950.00.  
Dated: March 13, 2007      Recorded: March 19, 2007  
Document No: 1822040

-----  
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*

**VI**

7.20

R. C. No. 351 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 282-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark M. Meyer et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)  
4/17/17 - file*

Julie Kath  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. Michael Vandevest Mayor

II

4.6

R. O. No. 282- 15 - 16. By CITY CLERK. February 15, 2016.

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

*Finare*

---

City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., SUCCESSOR  
BY MERGER TO WELLS FARGO HOME  
MORTGAGE, INC.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

CASE NO. **16CV0049**  
FORECLOSURE CASE CODE - 30404

Plaintiff,

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

vs.

SUMMONS

MARK M. MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

JANE DOE MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN  
c/o Susan Richards, City Clerk  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin 53081

*4:00 PM*  
*Palit*  
*3/11/16*  
*Mirrecha Di Bruna*  
*828 Centa Army Sheboygan*  
*X*

Defendants.

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 3<sup>rd</sup> day of February, 2016.

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



---

BY: Janine L. Collette – 1063934  
[jcollette@kmksc.com](mailto: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.

WELLS FARGO BANK, N.A., SUCCESSOR  
BY MERGER TO WELLS FARGO HOME  
MORTGAGE, INC.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

CASE NO. **16CV0049**  
FORECLOSURE CASE CODE - 30404

Plaintiff,  
vs.

COMPLAINT

MARK M. MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

JANE DOE MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN  
c/o Susan Richards, City Clerk  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin 53081

FILED  
16-09-14  
CIRCUIT COURT

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

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., 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, MARK M. MEYER, is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073 (hereinafter Borrower).
3. Defendant, JANE DOE MEYER, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073.
4. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a

sovereign entity and body politic, and its agent for service of process is the City Clerk located at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081.

5. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 04/23/2003 as Document No. 1682329. Plaintiff is the holder of the Note and Mortgage.

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

7. The unpaid balance due under the Note and Mortgage is immediately due and payable.

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

9. As of 02/19/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$34,100.33
Accrued Interest	1,100.50
Less Escrow Balance	-87.63
Less Suspense Balance	-5.07
<b>TOTAL</b>	<b>\$35,108.13</b>

\*Interest continues to accrue at the rate of 5.875% per year or \$5.49 per diem after 02/19/2016.

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 Mortgage described herein and any judgment entered in this case.

10. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073. The Property cannot be sold in parcels without injury to the interests of the parties.

11. 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 mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- (a) Defendant Jane Doe Meyer, possible unknown spouse, by virtue of being the spouse of Mark M. Meyer, 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, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000159, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$711.00.
- (c) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000160, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$706.00.

12. Pursuant to Section 846.101, Wisconsin 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.

13. 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.

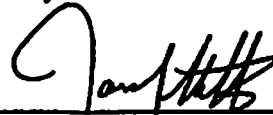
3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

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 3<sup>rd</sup> day of February, 2016.

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



---

BY: Janine L. Collette – 1063934  
[jcollette@kmksc.com](mailto: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

# NOTE

APRIL 17, 2003

[Date]

SHEBOYGAN

[City]

WISCONSIN

[State]

W5730 WOODCHUCK LANE, PLYMOUTH, WI 53073

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ \*\*\*\*\*64,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO HOME MORTGAGE, INC.

I will make all payments under this Note in the form of cash, check or money order.

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on JUNE 01, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on MAY 01, 2023, 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 WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [REDACTED] 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. \$ \*\*\*\*\*457.46

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

WMP - 5N(WI) (0008)

Form 3250 1/01

WMP MORTGAGE FORMS - (800)821-7291

Page 1 of 3

WMP

## 5. LOAN CHARGES

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

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

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

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this




Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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

  
\_\_\_\_\_  
MARK H. MEYER (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*(Sign Original Only)*

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.  
By *Sandra R. Ahmed*  
Sandra R. Ahmed  
Assistant Secretary

*the first/last/initials*

*[Small illegible mark]*

# MORTGAGE

1682329

SHEBOYGAN COUNTY, WI  
RECORDED ON

DOCUMENT NUMBER

04/23/2003 10:55AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

NAME & RETURN ADDRESS  
WELLS FARGO HOME MORTGAGE, INC.  
3601 MINNESOTA DR. SUITE 200  
BLOOMINGTON, MN 55435

RECORDING FEE: 41.00  
TRANSFER FEE:

STAFF ID ?  
TRANS 0 19491

0 OF PAGES: 16

PARCEL IDENTIFIER NUMBER

[REDACTED]

[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 APRIL 17, 2003 together with all Riders to this document.
- (B) "Borrower" is MARK M. MEYER, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

- (C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

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

[REDACTED]  
WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

WSP -G(WI) 00051

Page 1 of 16

Initial: *MM*

WAF MORTGAGE FORMS - (0001821-7291)

[REDACTED]

Lender's address is P.O. BOX 10304, DES MOINES, IA [REDACTED]

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated APRIL 17, 2003

The Note states that Borrower owes Lender SIXTY FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars

(U.S. \$\*\*\*\*\*64,500.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2023

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

**SEE ATTACHED LEGAL DESCRIPTION.**

**TAX PARCEL NUMBER:** [REDACTED]

**TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [REDACTED]**

which currently has the address of **W5730 WOODCRUCK LANE**

**PLYMOUTH**  
("Property Address"):

(City), Wisconsin 53073

[Street]  
[Zip Code]

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

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

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

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

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

Initials 

## Exhibit "A"

### **LEGAL DESCRIPTION:**

A parcel of land being part of the Northeast Quarter of the Southeast Quarter (NE 1/4 of the SE 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty-one (21) East, in the Town of Plymouth, Sheboygan County, Wisconsin described as follows: Commencing at a stake which is North 30 deg. 45 min. West 506 feet from a post in the North line of property owned by Sheboygan County, Wisconsin, and described as an exception in Warranty Deed recorded in Vol. 160, Page 263 of Deeds, Office of Register of Deeds, Sheboygan County, Wisconsin, said post being on the West line of highway; thence running North 29 deg. 50 min. West, 348 feet to a stake; thence running at right angles to last described line 35 feet more or less to the center line of the Mullet River; thence Southeasterly along said center line to a point which is 150 feet more or less Northeasterly from the place of beginning; thence South 59 deg. 15 Min. West 150 feet more or less, to the place of beginning, together with the right of ingress and egress to and from said property to Highway 57, now know as Highway 67.

Tax Parcel Number: 59016216300

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

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

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

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

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

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

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

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

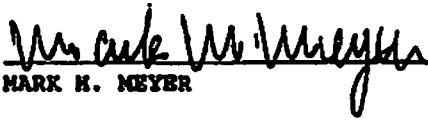
**25. Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.



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

Witnesses:

\_\_\_\_\_

 (Seal)  
MARK H. MEYER -Borrower

\_\_\_\_\_

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

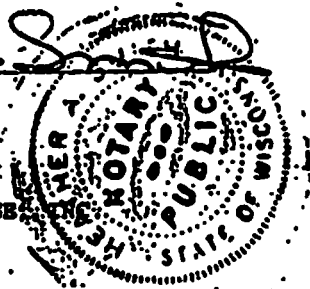
STATE OF WISCONSIN, *Sheboygan*  
The foregoing instrument was acknowledged before me this  
by MARK M. MEYER

County ss:  
*April 17, 2003*

My Commission Expires: *11-5-2006*

*Hester A. Smith*

Notary Public, State of Wisconsin



This instrument was prepared by  
WELLS FARGO HOME MORTGAGE

3003 W COLLEGE AVE,, APPLETON, WI.  
[REDACTED]  
LISA M VAN DEN HEUVEL

**VI**

7.16

R. C. No. 347- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 155-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Kristi A. Potochnik v City of Sheboygan et al; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)  
4/17/17-file*

*Julie Kath*  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. *Michael Vandewash* Mayor

II

3.10

R. O. No. 155 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a Summons and Complaint in the matter of Kristi A. Potochnik v City of Sheboygan et al.

*Inance*

---

City Clerk

16



20

STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

SHEBOYGAN COUNTY

KRISTI A. POTOCHNIK  
2111 North 10<sup>th</sup> Street  
Sheboygan, WI 53081,

Plaintiff,

CIRCUIT COURT BRANCH 1  
L EDWARD STENDEL  
615 N SIXTH STREET  
SHEBOYGAN WI 53081

SLH Services

STATE OF WISCONSIN, DEPARTMENT OF  
HEALTH SERVICES

1 West Wilson Street  
Madison, WI 53703,

Involuntary Plaintiff,

v.

CITY OF SHEBOYGAN

a municipal entity  
828 Center Ave., Suite 304  
Sheboygan, WI 53081,

Defendant,

UNITED HEALTHCARE OF WISCONSIN, INC.,

a Wisconsin corporation  
10701 Research Drive  
Wauwatosa, WI 53226,

CARE IMPROVEMENT PLUS WISCONSIN  
INSURANCE COMPANY

9700 Health Care Lane MN 17-E900  
Minnetonka, MN 55343-4522,

Subrogated Defendants.

SUMMONS

15CV0563

Case No. \_\_\_\_\_

Personal Injury/Auto: 30101

AMOUNT CLAIMED GREATER THAN \$5,000

Server seph ch

Date 9-14-15 Time 1:05 PM

CLERK CIRCUIT COURT  
FILED  
2015 SEP 14 P 1:02  
SHEBOYGAN COUNTY  
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN TO SAID DEFENDANT:

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 forty-five (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 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081 and to DUBIN & BALISTRERI, LTD., whose address is 1551 North Prospect Avenue, Milwaukee, WI 53203-0091. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (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 10<sup>th</sup> day of August, 2015.

DUBIN & BALISTRERI, LTD.

By: 

~~Carl L. Dubin, State Bar No. 1009717~~

DUBIN & BALISTRERI, LTD.  
1551 North Prospect Avenue  
Milwaukee, WI 53202-2367  
Tel: (414) 277-0600  
Fax: (414) 277-5097

**KRISTI A. POTOCHNIK**

2111 North 10<sup>th</sup> Street  
Sheboygan, WI 53081,

Plaintiff,

**STATE OF WISCONSIN, DEPARTMENT OF  
HEALTH SERVICES**

1 West Wilson Street  
Madison, WI 53703,

Involuntary Plaintiff,

v.

**CITY OF SHEBOYGAN**

a municipal entity  
828 Center Ave., Suite 304  
Sheboygan, WI 53081,

Defendant,

**UNITED HEALTHCARE OF WISCONSIN, INC.,**

a Wisconsin corporation  
10701 Research Drive  
Wauwatosa, WI 53226,

**CARE IMPROVEMENT PLUS WISCONSIN  
INSURANCE COMPANY**

9700 Health Care Lane MN 17-E900  
Minnetonka, MN 55343-4522,

Subrogated Defendants.

**COMPLAINT 15CV0563**

Case No. \_\_\_\_\_

Personal Injury/Auto: 30101

AMOUNT CLAIMED GREATER THAN \$5,000

SHEBOYGAN COUNTY  
WISCONSIN  
2015 SEP 14 P 1:02  
CLERK CIRCUIT COURT  
FILED

**COMPLAINT**

**NOW COMES** the above named plaintiff, KRISTI A. POTOCHNIK, by her attorneys, DUBIN & BALISTRERI, LTD, by Carl L. Dubin, as and for a complaint against the defendant, alleges as follows:

1. That the plaintiff, **KRISTI A. POTOCHNIK** (hereinafter "KRISTI"), is an adult individual residing at 2111 North 10<sup>th</sup> Street, Sheboygan, WI 53081.

2. That the defendant, **CITY OF SHEBOYGAN** (hereinafter "SHEBOYGAN") is a



municipal corporation duly existing under the laws and constitution of the State of Wisconsin, whose principal offices are located at 828 Center Ave., Suite 304, Sheboygan, Wisconsin 53081.

3. The involuntary plaintiff, **STATE OF WISCONSIN, DEPARTMENT OF HEALTH SERVICES**, (hereinafter “the Department”) with home offices located at 1 Wilson Street, Madison, WI 53703, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident and thereafter and therefore may claim to be subrogated to plaintiff's rights. The Department has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

4. The subrogated defendant, **UNITED HEALTHCARE OF WISCONSIN, INC.**, (hereinafter “United”), with home offices located at 10701 Research Drive, Wauwatosa, WI 53226, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. United has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

5. The subrogated defendant, **CARE IMPROVEMENT PLUS WISCONSIN INSURANCE COMPANY**, (hereinafter “Care”), with home offices located at 9700 Health Care Lane MN 17-E900, Minnetonka, MN 55343-4522, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. Care has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

6. The procedures designated in Section 893.30, Wisconsin Statutes, have been complied with in this matter, to wit: Notice of Circumstances Giving Rise to Claim and Claim Pursuant to Wis. Stat. Sec. 893.80 was served on the defendant, **SHEBOYGAN**, on April 25, 2014 and Claim for Damages was served on the defendant, **SHEBOYGAN**, on January 20, 2015. On April 10, 2015,

**SHEBOYGAN** served notice of disallowance of the claim on **KRISTI**. Under Section 893.80(1g), plaintiff may bring an action on a claim under 893.80(1g) within six (6) months from the date of service of this notice.

7. On March 3, 2014, on a **SHEBOYGAN** sidewalk adjacent to the Q Mart located at 1006 Geele Avenue, Sheboygan, WI 53081, **KRISTI** stepped off the curb at the corner of North 10<sup>th</sup> Street and Geele Avenue onto a curb drain that had been constructed, placed, inspected and carelessly and negligently maintained by **SHEBOYGAN**, its agents, servants and employees; the curb drain was covered with snow and **KRISTI**'s right foot and leg suddenly and without warning slid through the hole in the defective curb drain.

8. The curb drain at the corner of North 10<sup>th</sup> Street and Geele Avenue was defective, and this defect created a nuisance that was known or should have been known by **SHEBOYGAN**. The drain was defective because it was missing a bar, which created a hole in the curb drain big enough for an average person's, including **KRISTI**'s, foot and leg to fall through.

9. That as a result of her leg slipping through the hole in the curb drain, **KRISTI** sustained injuries to her right lower extremity and back and resulting damages.

10. **SHEBOYGAN** provided no notice of the defective and hazardous curb drain to **KRISTI** or to any other pedestrians walking in the surrounding area.

11. That the defendant **SHEBOYGAN**, as a municipal entity, has a duty to maintain public roadways, including the curb area and curb drains.

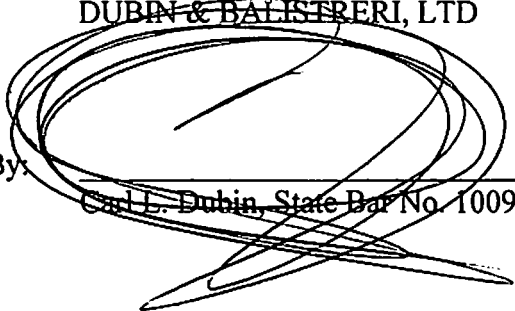
12. That **SHEBOYGAN** knew or should have known of the defective and hazardous curb drain and nuisance, and negligently and carelessly left it in a defective condition for a significant period of time to the detriment of the public, and negligently and carelessly failed to alert the public of this nuisance, causing the plaintiff to sustain personal injuries and damages.

13. As a direct and proximate result of the negligence of the defendant above named on March 3, 2014, the plaintiff, KRISTI, sustained severe personal injuries causing her to incur pain, suffering and disability, past and future, and items of medical expense for the care and treatment of said injuries, past and future, and loss of earning capacity.

**WHEREFORE**, the plaintiff, KRISTI, demands judgment against the defendant, SHEBOYGAN, according to law, together with attorney fees, costs and disbursements of this action.

Dated this 10<sup>th</sup> day of September, 2015

DUBIN & BALISTRERI, LTD  
1551 North Prospect Avenue  
Milwaukee, WI 53202-2367  
Tel: (414) 277-0600  
Fax: (414) 277-5097

DUBIN & BALISTRERI, LTD  
By:   
Carl L. Dubin, State Bar No. 1009717

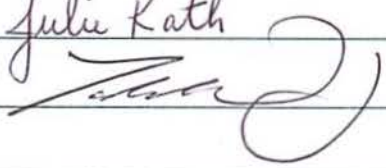
**VI**

7.21

R. C. No. 352 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 283-15-16 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)  
4/17/17 file*

*Julie Kath*  


\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_.  Mayor

III

Other Matters

9.2

R. O. No. 283 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC.

*Inance*

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City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association  
200 South Sixth Street, EP-MN-L22F  
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC  
1628 North 12th Street  
Sheboygan, WI 53081,

City of Sheboygan  
Department of City Development  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404  
Foreclosure of Mortgage  
CIRCUIT COURT BRANCH 4  
REBECCA PERSICK  
615 NORTH SIXTH STREET  
SHEBOYGAN WI 53081

SUMMONS

Case No. 16CV0050

REBECCA PERSICK  
CIRCUIT COURT

**THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:**

You are hereby notified that the Plaintiff above-named 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, 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 Clerk of Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WI 53081, and to Kristine K. Nogosek, Plaintiff's attorney, at Stein & Moore, 332 Minnesota Street, Suite W-1650, St. Paul, MN 55101. You may have an attorney help or represent you.

If you do not provide a proper answer within 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 now own or in the future, and may also be enforced by garnishment or seizure of property. (Notwithstanding the foregoing, the State of Wisconsin, if a defendant herein, has 45 days to respond; if the United States is a defendant, it has 60 days.)

STEIN & MOORE, P.A.

Date: Feb. 2, 2016

By:   
Kristine K. Nagesek, I.D. #1076967  
Attorneys for Plaintiff  
332 Minnesota Street  
Suite W-1650  
St. Paul, MN 55101  
(651) 224-9683

***Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.***

U.S. Bank National Association  
200 South Sixth Street, EP-MN-L22F  
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC  
1628 North 12th Street  
Sheboygan, WI 53081,

City of Sheboygan  
Department of City Development  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404  
Foreclosure of Mortgage

**COMPLAINT**

Case No. 16CV0050

RECEIVED  
CIRCUIT COURT  
SHEBOYGAN COUNTY  
MAY 11 2016

Plaintiff, for its cause of action against the Defendants above-named, alleges and shows to the Court as follows:

1. Plaintiff is a national banking association under the laws of the United States and is successor by merger to U.S. Bank National Association, N.D. whose address is stated above.
2. This action pertains to real estate legally described in Exhibit A attached hereto (the "Property").
3. The Property is owned of record by Lake Michigan Rentals, LLC.
4. On March 18, 2005, Lake Michigan Rentals, LLC duly executed and delivered to Plaintiff a debt instrument promising to pay to Plaintiff the amount of \$45,000.00, a true and correct copy of which is attached hereto as Exhibit B. The debt instrument dated March 18, 2005 was modified in writing by the parties on March 24, 2010 and December 11, 2013, true and correct copies of which are attached hereto as Exhibit C.



5. To secure payment of the debt, Susan K. Phillips, a Member of Lake Michigan Rentals, LLC executed and delivered to Plaintiff on March 18, 2005, a mortgage under which it mortgaged the Property. A true and correct copy of the mortgage is attached hereto as Exhibit D. The mortgage was recorded as is shown on the recording stamp thereon.

6. Lake Michigan Rentals, LLC has failed to comply with the terms and conditions of the note and mortgage by failing to pay the note in full on March 18, 2015, the date of maturity.

7. The amount due is shown on Exhibit E, and will increase by additional charges authorized in the loan documents, including daily interest of \$5.05991. The note and mortgage by their terms provide that Plaintiff is entitled to be paid its costs and reasonable attorney's fees.

8. No proceedings have been had at law or otherwise for the recovery of the sum secured by the mortgage.

9. The Property consists of a one to four family dwelling. The Property is 20 acres or less and cannot be sold in part or parcel without material injury to the rights of Plaintiff.

10. Pursuant to §846.101 or §846.103, Wis. Stats., and an election contained in the mortgage, Plaintiff hereby elects to waive judgment for any deficiency which may remain after the sale of the Property, and agrees that Lake Michigan Rentals, LLC may remain in possession of the Property and be entitled to the rents, issues and profits to the date of confirmation of sale by the Court unless it abandons the Property.

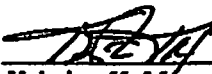
11. The other Defendant has or may claim to have an interest in the Property, as set forth more fully in the liens identified in Exhibit F attached hereto, but that said interests are subject and subordinate to Plaintiff's mortgage.

**WHEREFORE, Plaintiff demands judgment as follows:**

1. Determining the amount owed to Plaintiff, inclusive of costs and attorneys' fees, and directing the sale of the Property if no redemption is made within time provided by law;
2. Providing that Plaintiff may advance additional amounts hereafter with respect to the Property as allowed by the subject mortgage and by law, which shall thereafter be added to the amount due;
3. That Defendants and any others in possession of the Property be enjoined from committing waste thereon or doing anything which may impair the value of the Property;
4. That Defendants and all persons claiming under them be barred and foreclosed of all right, claim and interest in the Property except the right to redeem; and
5. For such other and further order, judgment or relief as is provided by law in such case, and as may be just and equitable.

STEIN & MOORE, P.A.

Date: Feb. 2, 2014

By:   
\_\_\_\_\_  
Kristine K. Nagesek, I.D. #1076967  
Attorneys for Plaintiff  
332 Minnesota Street  
Suite W-1650  
St. Paul, MN 55101  
(651) 224-9683

***Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.***

**SCHEDULE A - COMMITMENT FOR TITLE INSURANCE**

File #:807105



**Knight Barry Title Advantage LLC**  
514 S. 8th Street  
Sheboygan, WI 53081  
920-459-0733  
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:1/5/16 10:21 am  
Last Revised on:1/5/16 10:21 am  
Printed on:1/5/16 10:28 am

Prepared for: Pam Stevens (pstevens@steinmoore.com)  
Stein & Moore, P.A.  
First National Bank Building  
332 Minnesota Street  
St. Paul, MN 55101

Effective date: December 22, 2015 at 8:00 am



**1. Policy (or Policies) to be issued:**

- (a) ALTA Owner's Policy (6/17/2006) Proposed Insured: Policy Amount:  
 Plaintiff named or to be named in the foreclosure action called for in Schedule B-Section I \$15,000.00
- (b) ALTA Loan Policy (6/17/2006) Proposed Insured: Policy Amount not to exceed:  
 NONE \$0.00

**2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date of record in:**

**Lake Michigan Rentals, LLC, a Wisconsin limited liability company**

**3. The land referred to in the Commitment is described as follows:**

The North 45 feet of Lot 42, except that part taken for North 12th Street, in Blockis Subdivision Lots A & B Bates Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**FOR INFORMATIONAL PURPOSES ONLY:**

Property Address: 1628 N. 12th St., Sheboygan, WI 53081

Tax Key Number: 59281707850

**ALTA TITLE COMMITMENT (6/17/2006) underwritten by Old Republic National Title Insurance Company**



Your nationwide source for title and closing services.  
Visit [www.knightbarry.com](http://www.knightbarry.com) for a list of offices and services.



For Bank Use Only	Reviewed by _____
Due <u>MARCH 18, 2010</u>	
Customer # <u>                    </u>	Loan # <u>18</u>

**INSTALLMENT OR SINGLE PAYMENT NOTE**

\$ 45,000.00 MARCH 18, 2005

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower"), promises to pay to the order of U.S. BANK N.A. (the "Bank"), the principal sum of FORTY-FIVE THOUSAND AND NO/100.

Dollars (\$ 45,000.00 ) (the "Loan Amount").

**1. Terms for Advance(s). [Choose One:]**

Single Advance.

Multiple Advances. Prior to n/a or the earlier termination hereof, the Borrower may obtain advances from the Bank under this Installment or Single Payment Note (the "Note") in an aggregate amount not exceeding the Loan Amount. Although this Note is expressed as payable in the full Loan Amount, the Borrower will be obligated to pay only the amounts actually disbursed hereunder, together with accrued interest on the outstanding balance at the rates and on the dates specified therein and such other charges provided for herein.

**2. Interest.**

The unpaid principal balance will bear interest at an annual rate of 7.750%.

**3. Payment Schedule.**

Principal and interest are payable in 59 installments of \$372.63 each, beginning APRIL 18, 2005, and on the same date of each CONSECUTIVE month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2010, the maturity date.

**4. Closing Fee.**  If checked here, the Borrower will pay the Bank a one-time closing fee of \$ n/a contemporaneously with execution of this Note. This fee is in addition to all other fees, expenses and other amounts due hereunder.

**5. Late Payment Fee.** Subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of 5.00 % of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

**6. Calculation of Interest.** Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

**7. Default Interest Rate.** Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

**8. Maximum Rate.** In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

8. **Additional Terms.** This Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of \$250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

10. **Financial Information.** The Borrower will (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; (ii) provide the Bank with such information concerning its business affairs and financial condition (including insurance coverage) as the Bank may reasonably request; and (iii) without request, provide the Bank with annual financial statements prepared by an accounting firm acceptable to the Bank within 120 days of the end of each fiscal year.

11. **Credit Balances; Setoff.** As additional security for the payment of the obligations described in this Note or any document securing or related to the loan evidenced by this Note (collectively the "Loan Documents") and any other obligations of the Borrower to the Bank of any nature whatsoever (collectively the "Obligations"), the Borrower hereby grants to the Bank a security interest in, a lien on and an express contractual right to set off against all depository account balances, cash and any other property of the Borrower now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff"). The Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower and the Bank) Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to the Borrower, such notice and demand being expressly waived.

12. **Advances and Paying Procedure.** The Bank is authorized and directed to credit any of the Borrower's accounts with the Bank (or to the account the Borrower designates in writing) for all loans made hereunder, and the Bank is authorized to debit such account or any other account of the Borrower with the Bank for the amount of any principal, interest or expenses due under the Note or other amount due hereunder on the due date with respect thereto. Payments due under the Note and other Loan Documents will be made in lawful money of the United States. All payments may be applied by the Bank to principal, interest and other amounts due under the Loan Documents in any order which the Bank elects. If, upon any request by the Borrower to the Bank to issue a wire transfer, there is an inconsistency between the name of the recipient of the wire and its identification number as specified by the Borrower, the Bank may, without liability, transmit the payment via wire based solely upon the identification number.

13. **Defaults.** Notwithstanding any cure periods described below, the Borrower shall immediately notify the Bank in writing when the Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether the Borrower has given the required notice, the occurrence of one or more of the following shall constitute a default:

- (a) **Nonpayment.** The Borrower shall fail to pay (i) any interest due on this Note or any fees, charges, costs or expenses under the Loan Documents by 5 days after the same becomes due; or (ii) any principal amount of this Note when due.
- (b) **Nonperformance.** The Borrower or any guarantor of the Borrower's Obligations to the Bank ("Guarantor") shall fail to perform or observe any agreement, term, provision, condition, or covenant (other than a default occurring under (a), (c), (d), (e), (f) or (g) of this paragraph 13) required to be performed or observed by the Borrower or any Guarantor hereunder or under any other Loan Document or other agreement with or in favor of the Bank.
- (c) **Misrepresentation.** Any financial information, statement, certificate, representation or warranty given to the Bank by the Borrower or any Guarantor (or any of their representatives) in connection with entering into this Note or the other Loan Documents and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall prove untrue or misleading in any material respect (as determined by the Bank in the exercise of its judgment) as of the time when given.
- (d) **Default on Other Obligations.** The Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Borrower or any Guarantor to the Bank or any indebtedness in excess of \$10,000 owing by the Borrower to any third party, and the period of grace, if any, to cure said default shall have passed.
- (e) **Judgments.** Any judgment shall be obtained against the Borrower or any Guarantor which, together with all other outstanding unsatisfied judgments against the Borrower (or such Guarantor), shall exceed the sum of \$10,000 and shall remain unvacated, unbonded or unsatisfied for a period of 30 days following the date of entry thereof.
- (f) **Inability to Perform; Bankruptcy/Insolvency.** (i) The Borrower or any Guarantor shall die or cease to exist; or (ii) any Guarantor shall attempt to revoke any guaranty of the Obligations described herein, or any guaranty becomes unenforceable in whole or in part for any reason; or (iii) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against the Borrower or any Guarantor; or (iv) the Borrower or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Borrower or any Guarantor is unable or admits in writing its inability to pay its debts as they mature; or (vi) if the Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower.
- (g) **Adverse Change; Insecurity.** (i) There is a material adverse change in the business, properties, financial condition or affairs of the Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) the Bank in good faith deems itself insecure.

14. **Termination of Loans; Additional Bank Rights.** Upon the occurrence of any of the events identified in paragraph 13, the Bank may at any time (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower

and the Bank (i) immediately terminate its obligation, if any, to make additional loans to the Borrower; (ii) Setoff; and/or (iii) take such other steps to protect or preserve the Bank's interest in any collateral, including without limitation, notifying account debtors to make payments directly to the Bank, advancing funds to protect any collateral and insuring collateral at the Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

15. Acceleration of Obligations. Upon the occurrence of any of the events identified in paragraph 13(a) through 13(e) and 13(g), and the passage of any applicable cure periods, the Bank may at any time thereafter, by written notice to the Borrower, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance shall thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Upon the occurrence of any event under paragraph 13(f), the unpaid principal balance of any Obligations, together with all interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, shall thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Nothing contained in paragraph 13 or 14 or this paragraph shall limit the Bank's right to Setoff as provided in this Note.

16. Collateral. This Note is secured by any and all security interests, pledges, mortgages/deeds of trust (except any mortgage/deed of trust expressly limited by its terms to a specific obligation of Borrower to Bank) or liens now or hereafter in existence granted to the Bank to secure indebtedness of the Borrower to the Bank (unless prohibited by law), including, without limitation, as described in the following documents: MORTGAGE / DEED OF TRUST DATED 03/18/2005

17. Guaranties. This Note is guaranteed by each and every guaranty now or hereafter in existence guarantying the indebtedness of the Borrower to the Bank (except for any guaranty expressly limited by its terms to a specific separate obligation of Borrower to the Bank) including, without limitation, the following:

SUBAN K PHILLIPS

18. Additional Bank Rights. Without affecting the liability of any Borrower, endorser, surety or guarantor, the Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note, or agree not to sue any party liable on it.

19. Warranties. The Borrower makes the following warranties: (A) This Note and the other Loan Documents are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms. (B) The execution, delivery and performance of this Note and all other Loan Documents to which the Borrower is a party (i) are within the borrower's power; (ii) have been duly authorized by all appropriate entity action; (iii) do not require the approval of any governmental agency; and (iv) will not violate any law, agreement or restriction by which the Borrower is bound. (C) If the Borrower is not an individual, the Borrower is validly existing and in good standing under the laws of its state of organization, has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties.

20. Waivers; Relationship to Other Documents. All Borrowers, endorsers, sureties and guarantors waive presentment, protest, demand, and notice of dishonor. No delay on the part of the Bank in exercising any right, power or privilege hereunder or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The warranties, covenants and other obligations of the Borrower (and rights and remedies of the Bank) in this Note and all related documents are intended to be cumulative and to supplement each other.

21. Expenses and Attorneys' Fees. Upon demand, the Borrower will immediately reimburse the Bank and any participant in the Obligations ("Participant") for all attorneys' fees and all other costs, fees and out-of-pocket disbursements incurred by the Bank or any Participant in connection with the preparation, execution, delivery, administration, defense and enforcement of this Note or any of the other Loan Documents, including attorneys' fees and all other costs and fees (a) incurred before or after commencement of litigation or at trial, on appeal or in any other proceeding, (b) incurred in any bankruptcy proceeding and (c) related to any waivers or amendments with respect thereto (examples of costs and fees include but are not limited to fees and costs for: filing, perfecting or confirming the priority of the Bank's lien, title searches or insurance, appraisals, environmental audits and other reviews related to the Borrower, any collateral or the loans, if requested by the Bank). The Borrower will also reimburse the Bank and any Participant for all costs of collection before and after judgment, and the costs of preservation and/or liquidation of any collateral.

22. Applicable Law and Jurisdiction; Interpretation; Joint Liability; Severability. This Note and all other Loan Documents shall be governed by and interpreted in accordance with the internal laws of the State of WISCONSIN, except to the extent superseded by Federal law. THE BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE, THE COLLATERAL, ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing herein shall affect the Bank's rights to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Borrower in the competent courts of any other jurisdiction or jurisdictions. This Note, the other Loan Documents and any amendments hereto (regardless of when executed) will be deemed effective and accepted only upon the Bank's receipt of the executed originals thereof. If there is more than one Borrower, the liability of the Borrowers shall be joint and several, and the reference to "Borrower" shall be deemed to refer to all Borrowers. Invalidity of any provision of this Note shall not affect the validity of any other provision.

23. **Successors.** The rights, options, powers and remedies granted in this Note and the other Loan Documents shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank, including without limitation any purchaser of any or all of the rights and obligations of the Bank under the Note and the other Loan Documents. The Borrower may not assign its rights or obligations under this Note or any other Loan Documents without the prior written consent of the Bank.

24. **Disclosure.** The Bank may, in connection with any sale or potential sale of all or any interest in the Note and other Loan Documents, disclose any financial information the Bank may have concerning the Borrower to any purchaser or potential purchaser. From time to time, the Bank may, in its discretion and without obligation to the Borrower, any Guarantor or any other third party, disclose information about the Borrower and this loan to any Guarantor, surety or other accommodation party. This provision does not obligate the Bank to supply any information or release the Borrower from its obligation to provide such information, and the Borrower agrees to keep all Guarantors, sureties or other accommodation parties advised of its financial condition and other matters which may be relevant to their obligations to the Bank.

25. **Copies; Entire Agreement; Modification.** The Borrower hereby acknowledges the receipt of a copy of this Note and all other Loan Documents. 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 Borrower, 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.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK, WHICH OCCURS AFTER RECEIPT BY BORROWER OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.**

26. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE BORROWER AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

27. **Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Installment or Single Payment Note, are hereby expressly incorporated by reference.

(Individual Borrower)

\_\_\_\_\_  
Borrower Name N/A

\_\_\_\_\_  
Borrower Name N/A

Borrower Address: 1702 E MARION STREET, SHOREWOOD, WI 53211

Borrower Telephone No.: 414-962-8475

LAKE MICHIGAN RENTALS, LLC  
Borrower Name (Organization)

a MICHIGAN Limited Liability company

By   
Name and Title SUSAN K. PHILLIPS, MEMBER

By \_\_\_\_\_  
Name and Title \_\_\_\_\_



For Bank Use Only	Reviewed by _____
Due <u>MARCH 18, 2015</u>	
Customer # <u>                    </u>	Loan # <u>18</u>

**AMENDMENT TO NOTE**

This amendment (the "Amendment"), dated as of the date specified below, is by and between the borrower (the "Borrower") and the bank (the "Bank") identified below.

**RECITALS**

- A. The Borrower has executed a Note (the "Note"), payable to the Bank dated MARCH 18, 2005, and as amended and replaced from time to time, and the Borrower (and if applicable, certain third parties) have executed the collateral documents which may or may not be identified in the Note and certain other related documents (collectively the "Loan Documents"), setting forth the terms and conditions upon which the Borrower may obtain loans from the Bank from time to time in the stated amount of \$ 45,000.00, as may be amended from time to time.
- B. The Borrower has requested that the Bank permit certain modifications to the Note as described below.
- C. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

**AGREEMENT**

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Borrower and the Bank agree as follows:

**Change in Payment Schedule.** If checked here, effective upon the date of this Amendment, any payment terms are amended as follows:  
 Principal and interest are payable in installments of \$344.72 each, beginning APRIL 18, 2010, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2015, the maturity date.

**Change in Interest Rate.** If checked here, effective upon the date of this Amendment, interest payable under the Note is amended as follows:  
 The unpaid principal balance will bear interest at an annual rate of 7.000%.

**Change in Prepayment Terms.** If checked here, this Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of \$250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

**Change in Late Payment Fee.** If checked here, subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of \_\_\_\_\_% of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

**Change in Closing Fee.** If checked here and subject to applicable law, the Borrower will pay the Bank a closing fee of \$ \_\_\_\_\_ (apart from any prior closing fee) contemporaneously with the execution of this Amendment. This fee is in addition to all other fees, expenses and other amounts due hereunder.

**Change in Maturity Date.** If checked here, any references in the Note to the maturity date or date of final payment are hereby deleted and replaced with "MARCH 18, 2015".

**Change in Maximum Loan Amount.** If checked here, all references in the Note (whether or not numerically) to the maximum loan amount are hereby deleted and replaced with "\$ \_\_\_\_\_", which evidences an additional \$ \_\_\_\_\_ available to be advanced subject to the terms and conditions of the Note.



**Temporary Increase in Loan Amount.** If checked here, notwithstanding the principal amount of the Note, the principal amount that may be borrowed thereunder shall increase from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ effective \_\_\_\_\_ through \_\_\_\_\_ annually. On \_\_\_\_\_ through \_\_\_\_\_ annually, the principal amount that may be borrowed thereunder shall revert to \$ \_\_\_\_\_ and any loans outstanding in excess of that amount will be immediately due and payable without further demand by the Bank.

**Change in Multiple Advance Termination Date.** If checked here, all references in the Note to the termination date for multiple advances are hereby deleted and replaced with " \_\_\_\_\_".

**Change in Paid-in-Full Period.** If checked here, all revolving loans under the Note must be paid in full for a period of at least \_\_\_\_\_ consecutive days during each fiscal year. Any previous Paid-in-Full provision is hereby replaced with this provision.

**Default Interest Rate.** Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

**Effectiveness of Prior Documents.** Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guarantees guaranteeing the Note remain in full force and effect. This is an amendment, not a novation.

**Preconditions to Effectiveness.** This Amendment shall only become effective upon execution by the Borrower and the Bank, and approval by any other third party required by the Bank.

**No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

**Counterparts.** This Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

**Authorization.** The Borrower represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the authority of the Borrower and have been duly authorized by all necessary action.

**Transferable Record.** The note, as amended, is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of the note, as amended, may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the note, as amended, that is an authoritative copy as defined in such law. The holder of the note, as amended, may store the authoritative copy of such note, as amended, 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.

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Amendment, are hereby expressly incorporated herein by reference.

Dated as of: MARCH 24, 2010

(Individual Borrower)

Lake Michigan Rentals, LLC  
Borrower Name (Organization)

Borrower Name N/A

Wisconsin Limited Liability company  
By: Susan K Phillips  
Name and Title: Member

Borrower Name N/A

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

Agreed to:

U.S. BANK N.A. (Bank)  
By: Robert D Steffes  
Name and Title: Branch Manager

**RIDER FOR PAYMENT DEFAULT WAIVER**

This Rider is made part of the Amendment to Note (the "Amendment") dated 03-24-10 between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank"). Capitalized terms not otherwise defined herein have the meanings set forth in the Amendment.

Borrower is in default under the Note as a result of failing to pay in full the payment(s) due 03-18-10 as required under the Note.

Borrower has requested the Bank, and the Bank hereby agrees, to waive the described payment default(s) on the terms and subject to the conditions set forth below:

**Late Payment Charges.** On the date hereof, Borrower shall pay to the Bank late payment charges totaling \$0.00. All other outstanding late payment charges, if any, related to the described payment default(s) are hereby waived.

**Outstanding Interest.** On the date hereof, Borrower shall pay to the Bank all interest accrued and outstanding as of the date hereof.

**Principal.** On the date hereof, Borrower shall pay to the Bank a principal payment in the amount of \$0.00.

From and after the date hereof, Borrower shall pay all other payments required under the Note as and when due in accordance with the terms of the Note.

The Bank's waiver of the described payment default(s) is limited specifically to the default(s) referred to herein and shall not be construed to be a waiver of any other existing or subsequent default of any kind under the Note or other Loan Documents and shall not be construed as a waiver of the Bank's right in the future to enforce the payment terms or any other terms or conditions of the Note or other Loan Documents.

In consideration of the Bank's agreement to waive the described payment default(s), the Borrower, for and on behalf of itself and its/his/her respective successors, representatives, heirs and assigns, does hereby release, acquit and forever discharge the Bank, its parent, affiliates, agents, employees and their respective successors, representatives, heirs and assigns, from any and all manner of action or cause of action, suits, claims and counterclaims, demands, and other liabilities of any kind whatsoever, known or unknown, foreseen or unforeseen, fixed or contingent and whether based in tort, contract or other theory of recovery, that Borrower may have or claim to have now or which may hereafter arise out of or connected with any act or omission of the Bank related to the Note or any other Loan Document occurring prior to the date hereof.

**BORROWER(S) (If Individual):**

\_\_\_\_\_  
Name: N/A

\_\_\_\_\_  
Name: N/A

**BORROWER (If Entity):**

Lake Michigan Rentals, LLC  
a/an Wisconsin Limited Liability Company

By: Susan K Phillips  
Name & Title: Susan K Phillips, Member

By: \_\_\_\_\_  
Name & Title: N/A

**BANK:**  
U.S. BANK NATIONAL ASSOCIATION

By: Robert D Stoffes  
Name & Title: Robert D Stoffes, Branch Manager



For Bank Use Only  
Due: March 18, 2015  
Obligor #: 6479149131  
Obligation #: 18

## AMENDMENT TO NOTE

This amendment (the "Amendment") is made between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank") and shall be effective as of the date set forth on the last page of the Amendment, except as otherwise provided below.

### RECITALS

- A. Borrower (or predecessor) executed a note originally dated or amended or restated as of March 18, 2005, payable to Bank (or predecessor) (as further amended and/or restated, the "Note"). The Note and all collateral and/or other documents, which may or may not be identified in the Note, which supplement, secure or otherwise relate to the credit facility evidenced by the Note are collectively referred to as the "Loan Documents". The Loan Documents set forth the terms and conditions upon which Borrower has obtained or may obtain a loan or loans from Bank in the principal amount of \$45,000.00, as such amount may have been or may from time to time be increased or decreased.
- B. Borrower has requested that Bank permit certain modifications to the Note as described below.
- C. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, Borrower and Bank agree as follows:

### ADDITIONS, DELETIONS OR CHANGES IN TERMS

The following provisions are hereby added to the Note or, if so indicated below, specified provisions of the Note are modified, in part, or deleted or performance thereof is waived to the extent provided below. If any provision or partial provision added below already exists in the Note, such provision is restated in its entirety.

**Interest Rate.** The interest rate under the Note (including any provisions of the Note relating to periodic adjustments to the applicable rate, maximum rate adjustments, floor rates, ceiling rates and rate conversions) shall be amended as follows:

The unpaid principal balance will bear interest at an annual rate of 6%.

**Payment Schedule.** The payment schedule for the Note shall be amended as follows:

Principal and interest are payable in installments of \$327.13 each, beginning December 18, 2013, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on March 18, 2015, the maturity date.

**Prepayment Terms.**

The Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with the Note including, to the extent permitted by law, payment of \$250.00 for the early termination of the Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the Note.

Borrower hereby acknowledges that Borrower shall be required to pay the above prepayment indemnity with respect to all amounts of the principal balance paid before their respective due dates, whether voluntarily, involuntarily, or otherwise, including without limitation those payments made following default, demand for payment, acceleration, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, eminent domain, condemnation or otherwise.

**Default Interest Rate.** Notwithstanding any provision of the Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), Bank may, at its option and subject to applicable law, (a) increase the interest rate on the Note to a rate of 5% per annum plus the interest rate otherwise payable under the Note and (b) until Bank elects to accelerate payment of the Note according to the default section, increase the required periodic payments under the Note accordingly. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on the Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable under the Note.

### MISCELLANEOUS TERMS

**Effectiveness of Prior Documents.** Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as



security, and all guaranties guaranteeing obligations under the Loan Documents remain in full force and effect. This is an amendment, not a novation.

**Preconditions to Effectiveness.** The Amendment shall only become effective upon execution by Borrower and Bank, and approval by any other third party required by Bank.

**No Waiver of Defaults; Warranties.** The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

**Counterparts.** The Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

**Authorization.** Borrower represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced herein are within the authority of Borrower and have been duly authorized by all necessary action.

**Copies; Transferable Record.** Borrower hereby acknowledges the receipt of a copy of the Amendment, the Note and all other Loan Documents. The Note and all of the Loan Documents, including the Amendment, are each a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Bank may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the Note and any or all of the Loan Documents that is an authoritative copy as defined in such law. Bank may store the authoritative copy of such Note and any or all of the Loan Documents in its electronic form and then destroy the paper original as part of Bank's normal business practices. Bank, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated herein by reference.

Dated as of December 11, 2013.

**BORROWER:**

**LAKE MICHIGAN RENTALS, LLC**  
a/an Wisconsin Limited Liability Company

By: Susan K Phillips  
Name and Title: Susan K Phillips, Member

**BANK:**

Agreed to:  
U.S. Bank National Association

By: Richard L. Smoyer  
Name and Title: Richard L. Smoyer, Vice President





**MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE) WISCONSIN REAL ESTATE**

1761030

SHEBOYGAN COUNTY, WI  
RECORDED ON

03/29/2005 11:25AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 21.00  
TRANSFER FEE:

STAFF ID 8  
TRANS # 59301

# OF. PAGES: 6

This Mortgage, Security Agreement and Assignment of Rents ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s) (collectively the "Mortgagor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth below.

Check box if applicable:

This is a purchase money mortgage.  This is a construction mortgage.

**ARTICLE I. MORTGAGE/SECURITY INTEREST**

1.1 Grant of Mortgage/Security Interest. For consideration received, the Mortgagor hereby mortgages, conveys, grants and collateral assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "Loan Documents").

1.2 "Mortgaged Property" means all of the following whether now owned or existing or hereafter acquired by the Mortgagor (or by the Mortgagor with spouse), wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, inventory, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever, (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto; any and all lease or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligation thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any interest of Mortgagor in and to the land lying within any street or roadway adjoining the Premises and any strips and gores adjoining the Premises or any part thereof.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

**THE NORTH 45 FEET OF LOT 42 IN BLOCKI'S SUBDIVISION, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART TAKEN FOR NORTH 12TH STREET.**

**PROPERTY LOCATED AT: 1628 N 12TH ST, SHEBOYGAN, WI 53081, SHEBOYGAN COUNTY**

Recording Area

Name and Return Address  
U.S. BANK N.A.  
COLLATERAL DEPARTMENT  
P.O. BOX 3487  
OSHKOSH WI 54903-3487

59281-707850

Parcel Identifier No.

1.3 "Obligations" means all loans by the Bank to LAKE MICHIGAN RENTALS, LLC

, including those loans evidenced by a note or notes dated 03/18/05 in the initial principal amount(s) of \$ 45,000.00

, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any

Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees and environmental assessment or remediation costs.

1.4 Homestead. The Premises ~~are not~~  
(are) (are not) the homestead of the Mortgagor.

## ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Bank are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 Warranty of Title/Possession. The Mortgagor has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and utility easements of record and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments); taxes and assessments not yet due and payable; and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. The Mortgagor will maintain the Premises in good and tenable condition and will restore or replace damaged or destroyed Improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagor may remove a fixture or item of personal property, provided the fixture or item of personal property is promptly replaced with another fixture or item of personal property of at least equal utility. The replacement fixture or item of personal property will be subject to the priority lien and security interest of this Mortgage.

2.3 Transfer and Lien. The Mortgagor will not, without the prior written consent of the Bank which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 Escrow. After written request from the Bank, the Mortgagor will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; (ii) all property or hazard insurance premiums when due; and (iii) flood insurance premiums, if any. Interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments, and Charges. To the extent not paid to the Bank under 2.4 above, the Mortgagor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and will deliver to the Bank receipts showing timely payment.

2.6 Insurance. The Mortgagor will continually insure the Premises, with insurers acceptable to the Bank, against such perils or hazards as the Bank may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagor will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the Improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagor's name to effect the same, to make, adjust or settle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. The Mortgagor will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 Environmental Matters. Except as specifically disclosed by Mortgagor to Bank in writing prior to the execution of this Mortgage, Mortgagor represents and warrants as follows. There exists no uncorrected violation by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter

defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Law. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (a) has violated any Environmental Law; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

**2.9 Assignments.** The Mortgagor will not assign, in whole or in part, to anyone other than the Bank, the rents, issues or profits arising from the Premises, without the Bank's prior written consent.

**2.10 Right of Inspection.** The Bank may at all reasonable times enter and inspect the Premises.

**2.11 Waivers by Mortgagor.** To the greatest extent that such rights may then be lawfully waived, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgagor that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Bank.

**2.12 Assignment of Rents and Leases.** The Mortgagor assigns and transfers to the Bank, as additional security for the Obligations, all right, title and interest of the Mortgagor in and to all leases which now exist or hereafter may be executed by or on behalf of the Mortgagor covering the Premises, and any extensions or renewals thereof, together with all Rents. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to the Rents. The Bank, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Mortgagor that the Mortgagor should collect all Rents arising from the Premises and remit them to the Bank upon collection and that the Mortgagor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). After default, all Rents received by the Mortgagor shall be held in trust by the Mortgagor for the Bank. All such payments received by the Bank may be applied in any manner as the Bank determines to payments required under this Mortgage, the Loan Documents and the Obligations. The Mortgagor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Bank.

**2.13 Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Mortgagor as set forth in this Mortgage and the name and address of the secured party is the name and address of the Bank as set forth in this Mortgage. The Mortgaged Property includes goods which are or are to become fixtures.

**2.14 Compliance with Leases.** The Mortgagor will comply with all terms, covenants and conditions of any lease(s) affecting the Premises. Mortgagor will not accept any prepayment of rent for more than one month in advance, without the prior written consent of the Bank.

### ARTICLE III. RIGHTS AND DUTIES OF THE BANK

In addition to all other rights (including setoff) and duties of the Bank under the Loan Documents which are expressly incorporated herein as a part of this Mortgage, the following provisions will also apply:

**3.1 Bank Authorized to Perform for Mortgagor.** If the Mortgagor fails to perform any of the Mortgagor's duties or covenants set forth in this Mortgage, the Bank may perform the duties or cause them to be performed, including without limitation signing the Mortgagor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will

immediately be due from the Mortgagor to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

#### ARTICLE IV. DEFAULTS AND REMEDIES

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents or this Mortgage (including any guaranty by the Mortgagor) or defaults under the terms of any other mortgage affecting the Premises, or if any other obligor fails to comply with the terms of any loan documents for which the Mortgagor has given the Bank a guaranty secured by this Mortgage.

**4.1 Cumulative Remedies; Waiver.** In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

**a. Receiver.** Upon the commencement or during the pendency of any action to foreclose this Mortgage, the Bank will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed for all or any part of the Premises, which receiver will be authorized to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.

**b. Agreement to State Foreclosure Statutes.** The Mortgagor agrees that in the event of foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of Sections 848.101 and 848.103 of the Wisconsin Statutes as the same may be amended or renumbered from time to time, whichever may be applicable to the Premises, permitting the Bank (at its option) to waive the right to a deficiency judgment and shorten the length of the redemption period in the event of foreclosure.

**c. Power of Sale.** In the event of foreclosure, the Bank may sell the Premises at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

**d. Waiver by the Bank.** The Bank may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may waive any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Bank has expressly agreed in writing specifying such waiver or suspension.

#### ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

**5.1 Term of Mortgage.** The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.

**5.2 Time of the Essence.** Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments, and similar charges and insurance premiums.

**5.3 Subrogation.** The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

**5.4 Choice of Law.** Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

**5.5 Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

**5.6 Entire Agreement.** This Mortgage is intended by the Mortgagor and Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

**5.7 Joint Liability; Successors and Assigns.** If there is more than one Mortgagor, the liability of the Mortgagors will be joint and several, and the reference to "Mortgagor" shall be deemed to refer to all Mortgagors. The rights, options, powers and remedies granted in this Mortgage and the other Loan Documents shall extend to the Bank and to its successors and assigns, shall be binding upon the Mortgagor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

**5.8 Indemnification.** Except for harm arising from the Bank's willful misconduct, the Mortgagor hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the



Mortgaged Property (including, without limitation, the Mortgagor's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Mortgage and Obligations due the Bank.

5.9 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.

5.10 Riders. The rider(s) attached hereto and recorded together with this Mortgage are hereby fully incorporated into this Mortgage.

[Check applicable box(es)]

- Construction Loan Rider
- Condominium Rider
- Second Mortgage Rider
- Other(s) (Specify) \_\_\_\_\_

(SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE)

IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS as of MARCH 18, 2005

(Individual Mortgagor)

Mortgagor Name N/A

(Individual Mortgagor)

Mortgagor Name N/A

**LAKE MICHIGAN RENTALS, LLC**

Mortgagor Name (Organization)

a WISCONSIN limited liability company

By Susan K Phillips

Name and Title SUSAN K PHILLIPS, MEMBER

By \_\_\_\_\_

Name and Title \_\_\_\_\_

(Mortgagor Address)

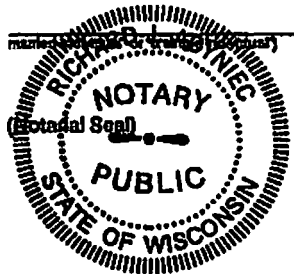
1702 E MARION STREET  
SHOREWOOD, WI 53211

(Bank Address)

U.S. BANK N.A.  
400 CITY CENTER  
OSHKOSH, WI 54901

STATE OF Wisconsin }  
COUNTY OF Waukesha } ss.

This instrument was acknowledged before me on March 18, 2005, by SUSAN K PHILLIPS,  
(date) (name(s) of person(s))  
as MEMBER,  
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a")  
of LAKE MICHIGAN RENTALS, LLC  
(Name of entity on whose behalf the document was executed; use N/A if individual)



Richard J Adyniec  
Printed Name: Richard J. Adyniec  
Notary Public, State of: Wisconsin  
My commission expires: July 20, 2008

This instrument was drafted by RICHARD J ADYNIEC on behalf of U.S. BANK N.A.  
(name) (bank name)



Reinstatement amount Good through: Loan matured on 3/18/2015	Payments from:	0.00
	Late Charges	0.00
	Annual Fees	0.00
	NSF Fees	0.00
	BPO	0.00
	Title Work	0.00
	Attorney Fees & Costs	0.00
	Property Inspections	0.00
Total	0.00	

**Payoff Figures**

Payoff as of February 1, 2016	Principal	30,359.47
	Interest	2,383.21
	Late Charges	0.00
	NSF Fees	0.00
	Reconveyance Fee	0.00
	BPO	95.00
	Title Work	0.00
	Attorney Fees & Costs	0.00
	Property Inspections	0.00
Total	32,837.68	

Mortgage from Lake Michigan Rentals, LLC to City of Sheboygan, Wisconsin, Department of City Development in the amount of \$2,891.20 dated November 9, 2010 and recorded November 30, 2010 as Document No. 1914906 .



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

Duty served this 15 day of Feb. 2016  
at 11:50 AM PM UPON T.D.  
as personal or substituted service  
at 828 Center St., Sheb.  
(Street address or location) (City, Town, Village)  
Sheboygan County, Wisconsin  
by Rui H. Title Deputy  
Sheboygan County Sheriff's Department



II

4.6

R. O. No. 11 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint (Small Claims) in the matter of Andrew J. Angermeier v City of Sheboygan.

~~Finance~~  
2/17/17 - file

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City Clerk

三

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

APR 22 '16 PM 3:15  
For Official Use

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)  
REBECCA PERSICK  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

See attached for additional plaintiffs

Hon. Rebecca Persick

Amended

-vs-  
 To: Defendant(s) : (Name [first, middle, last], Address, City, State, Zip)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

See attached for additional defendants

Summons and Complaint  
Small Claims

Case No. 16SC0303

- Claim for money (\$10,000 or less) 31001
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31005
- Return of earnest money 31006
- 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 <b>MAY 16 2016</b>	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	
Date Served <u>APR 19 2016</u>	Date Summons Mailed <b>APR 19 2016</b>

Clerk/Attorney Signature Melody Hauge

COMPLAINT

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

- Plaintiff demands judgment for: (Check as appropriate)
  - Claim for Money \$ \_\_\_\_\_
  - Return of Earnest Money  Eviction
  - Return of property (replevin) (Describe property in 2 below.)
  - 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.)

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.

State of WISCONSIN  
 County of SHEBOYGAN  
 Subscribed and sworn to before me on 4/12/16

Signature of Plaintiff or Attorney <u>Melody Hauge</u>	Date <u>4/12/16</u>	Attorney's State Bar Number: _____
Plaintiff's/Attorney's Telephone Number <u>920 277 6094</u>	Law Firm and Address	

Notary Public/Court Official  
 \_\_\_\_\_  
 Name Printed or Typed  
 My commission/term expires: \_\_\_\_\_

JAN 20 '16 PM 12:25



To whom it concerns,

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15<sup>th</sup> St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1<sup>st</sup> 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25<sup>th</sup> to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31<sup>st</sup>, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1<sup>st</sup> due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15<sup>th</sup>, Sheboygan, WI 53083

*K Angermeier 1-2016 920-207-0807*

*ANDY ANGERMEIER 920-287-6094*

**STATE OF WISCONSIN  
PERSONAL PROPERTY TAX BILL FOR 2015  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY**

**DIRECT CAPITAL CORP  
155 COMMERCE WAY**

**PROPERTY NUMBER : 59281815340**  
As assessed by the Assessor or to Property Taxpayer

1127

<small>Assessed Value Land</small>	<small>Ass'd Value Improve</small>	<small>Tot Assessed Value</small>	<small>Avg. Assmt. Ratio</small>	<small>Est. For Mil. Land</small>	<small>Est. For Mil. Improve</small>	<small>Tot Est. For Mil.</small>	<input type="checkbox"/> <small>A star in this box means unpaid prior year taxes.</small>
	20,000	99,564				20,090	
<b>TAXING JURISDICTION</b>	<b>2014</b>	<b>2015</b>	<b>2014</b>	<b>2015</b>	<b>% Tax Change</b>	<b>NET PROPERTY TAX</b>	<b>519.36</b>
	<small>Est State Aids</small>	<small>Est State Aids</small>	<small>Net Tax</small>	<small>Net Tax</small>			
	<small>Allocated Tax Dist</small>	<small>Allocated Tax Dist</small>					
<b>STATE</b>	1607575	1536231	4.21	3.41	-19.0		
<b>COUNTY</b>	13295672	13211594	136.22	112.94	-17.1		
<b>C-SHEBOYGAN</b>	51856061	53454830	229.37	189.92	-17.2		
<b>SCHL - 5271</b>	719585	2850205	259.72	197.00	-24.1		
<b>TCDB 11</b>			19.34	16.09	-16.8		
	<b>TOTAL 67478893</b>	<b>71052860</b>	<b>648.86</b>	<b>519.36</b>	<b>-20.0</b>	<b>TOTAL DUE FOR FULL PAYMENT</b>	
		<small>Lottery &amp; Gaming Credits</small>				<b>PAY BY JANUARY 31, 2016</b>	
		<small>Net Property Tax</small>	<b>648.86</b>	<b>519.36</b>	<b>-20.0</b>	<b>\$519.36</b>	
<small>School taxes reduced by school levy tax credit</small>	<b>41.93</b>	<b>IMPORTANT</b> <small>Be sure this description covers your property. This description is for property tax only and may not be a full legal description.</small>		<small>Net Assessed Value Rate (Does NOT reflect Lottery Credit)</small>	<b>25.9678587</b>	<small>Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse</small>	
<b>2025 11 15TH ST</b>		<b>DIRECT CAPITAL CORP</b> 155 COMMERCE WAY PORTSMOUTH WI 03601 3243				<small>1st Installment by JANUARY 31, 2016</small>	<small>2nd Installment by JULY 31, 2016</small>
						<b>519.36</b>	

22-3244

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
RETAIN THIS PORTION AS YOUR COPY**

# DIRECTCAPITAL

a **Git** company

155 Commerce Way Portsmouth, New Hampshire 03801

Address Service Requested

## Remittance Section

Contract Number: 022-0033404-000  
 Invoice Number: 1526692  
 Invoice Date: 03/02/2015  
 Due Date: 03/25/2015  
 Total Due: \$1,496.18

4526004310 PRESORT 4310 1 MB 0.432 PIC17



K. A. ENTERPRISES, INC.  
 2829 N 15TH ST  
 SHEBOYGAN WI 53083-3944

The Total Amount Due will be withdrawn from your bank account on the due date.

# DIRECTCAPITAL

a **Git** company

Contract Number: 022-0033404-000  
 Invoice Number: 1526692

Invoice Date: 03/02/2015  
 Due Date: 03/25/2015  
 Total Due: \$1,496.18

### Important Messages

Need a cash infusion? Ask about Working Capital. Funds for Any Opportunity. Access up to \$150,000 for unexpected business opportunities that you just can't pass up!

- Fast 24 hour approval and funds available within 3-5 days
- Use it for virtually anything
- Low fixed payments

Call your finance manager today at 800-253-0157 and ask about Working Capital.

CONTRACT NUMBER	DESCRIPTION	DUE DATE	CONTRACT PAYMENT	SALES / USE TAX	TOTAL
022-0033404-000	TanningBed-TanningB eds				
	PAYMENT	03/25/2015	731.73	36.59	768.32
	ADMIN FEE PRT 2014	03/25/2015	79.00	0.00	79.00
	PROPERTY TAX 2014	03/25/2015	648.86	0.00	648.86

Call us today to add or upgrade equipment on your account.

PLEASE PAY THIS AMOUNT:

\$1,496.18

03/10 CALL: DC WAS BILLED BY STATE OF WISCONSIN FOR PROPERTY TAX ON OUR TANNING BEDS. I REQUESTED A COPY OF THAT INVOICE

03/13 INVOICE: PASSING ONTO CARD

Interim Rent: Pro-rated amount that covers the time frame between the funding date and first full billing cycle.

**PRINT in BLACK ink**

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT,  
SHEBOYGAN COUNTY

For Official Use

Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.

Plaintiff(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional plaintiffs.

-vs-

**Answer and Counterclaim  
Small Claims**

Case No. \_\_\_\_\_

Enter the case number from the summons and complaint.

Enter your name. You are the Defendant.

Defendant(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional defendants.

Enter your address.

If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.

Check 1 or 2.

Check 1 if you do not dispute the plaintiff's claim.

Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.

Check the box if you need more room and attach any additional pages.

**ANSWER**

I am the defendant (or an authorized representative of the defendant):

1.  This matter IS NOT contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.

-OR-

2.  This matter IS contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See attached for additional information.





**VI**

7.14

R. C. No. 345 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 53-15-16 by the City Clerk submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)  
4/17/17 - file*

Julie Kath  
[Signature]

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. Michael Vandewater Mayor

II

Other Matters

7.1

R. O. No. 53- 15 - 16. By CITY CLERK. June 15, 2015.

Submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan.

  
\_\_\_\_\_  
City Clerk

Finance

1.7

2009-10

III

22

Account of ...

STATE OF WISCONSIN                      CIRCUIT COURT                      SHEBOYGAN COUNTY  
CIVIL DIVISION, BRANCH \_\_\_\_\_

NRFC MEMORIAL HOLDINGS, LLC  
433 East Las Colinas Blvd.  
Irving, TX 75039,

Plaintiff,

v.

Case No. 15CV0346  
Money Judgment / 30301

CITY OF SHEBOYGAN  
828 Center Avenue, Second Floor  
Sheboygan, WI 53081,

Defendant.

Process Server Pat  
Date 6/10/15 Time 4:25 A.M. - P.M.  
Served Upon Susan Richards  
828 Center Avenue, Sheboygan  
 Personal                       Substitute  
 Posted                           Corporate

**SUMMONS**

STATE OF WISCONSIN:

To each entity named above as Defendant:

You are hereby notified that the Plaintiff 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 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 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

SHEBOYGAN COUNTY  
WISCONSIN  
2015 JUN - 4 A 11:21  
CLERK CIRCUIT COURT  
FILED

COPY

If you do not provide a proper answer within 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 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703  
Telephone: 608-229-2200  
Facsimile: 608-229-2100

Mailing Address:  
P.O. Box 2018  
Madison, WI 53701-2018



Don M. Miljic  
State Bar ID No. 1015755  
Jessica Hutson Polakowski  
State Bar ID No. 1061368  
Amanda J. Ramaker  
State Bar ID No. 1078623  
Attorneys for Plaintiff

NRFC MEMORIAL HOLDINGS, LLC  
433 East Las Colinas Blvd.  
Irving, TX 75039,

Plaintiff,

v.

CITY OF SHEBOYGAN  
828 Center Avenue, Second Floor  
Sheboygan, WI 53081,

Defendant.

Case No. **15CV0346**  
Money Judgment **0301**

SHEBOYGAN COUNTY  
WISCONSIN  
JAN -4 A 11:21  
CLERK CIRCUIT COURT  
FILED

**COMPLAINT**

NRFC Memorial Holdings, LLC ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the 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 refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2014, plus statutory interest, with respect to the parcel of real property in the City (the "Property").
2. Plaintiff is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.
3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

COPY

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City's records as Tax Parcel No.: 59281-215850.

**JURISDICTION AND VENUE**

5. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

**BACKGROUND FACTS**

*2014 Assessment*

7. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

8. For 2014, property tax was imposed on property in the City at the rate of \$26.980421 per \$1,000 of assessed value for the Property.

9. For 2014, the City's assessor set the assessment of the Property at \$12,424,400.

10. Plaintiff appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

11. Pursuant to a Stipulation between the Plaintiff, the City, and the Board of Review for the City, the Board of Review sustained the 2014 assessment on the merits at \$12,424,400.

12. The City imposed tax on the Property in the amount of \$335,215.55.

13. Plaintiff timely paid the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

14. On January 23, 2015, Plaintiff timely and personally served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "2014 Claim"). A true

and correct copy of the 2014 Claim is attached hereto as **Exhibit A** and is incorporated herein by reference.

15. On or about March 6, 2015, Plaintiff received a letter from the City Attorney, stating that the City Council considered the claim and disallowed it in its entirety ("2014 Disallowance"). A true and correct copy of the 2014 Disallowance is attached hereto as **Exhibit B** and is incorporated herein by reference.

### **CLAIM FOR RELIEF**

#### *2014 Assessment*

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. The fair market value of the Property as of January 1, 2014 was no higher than \$3,000,000.

18. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than \$2,907,191.

19. Based on the tax rate of \$26.980421 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than \$78,437.

20. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of \$256,778.

21. Plaintiff is entitled to a refund of 2014 tax in the amount of \$256,778, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2014 should be no higher than \$2,907,191;



B. A determination that the correct tax on the Property for 2014 should be no higher than \$78,437;

C. Judgment in the amount of \$256,778, or such greater amount as may be determined due to Plaintiff, plus statutory interest;

E. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorneys; and

F. Such other and further relief as the Court deems appropriate and just.

Dated this 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703  
Telephone: 608-229-2200  
Facsimile: 608-229-2100

Mailing Address:  
P.O. Box 2018  
Madison, WI 53701-2018



Don M. Millis  
State Bar ID No. 1015755  
Jessica Hutson Polakowski  
State Bar ID No. 1061368  
Amanda J. Ramaker  
State Bar ID No. 1078623  
Attorneys for Plaintiff

32103883

January 20, 2015

Don M. Millis, Esq.  
Direct Dial: 608-229-2234  
dmillis@reinhartlaw.com

**CLAIM FOR EXCESSIVE ASSESSMENT**

**SERVED BY PROCESS SERVER**

Sue Richards, Clerk  
City of Sheboygan  
828 Center Avenue, 2nd Floor  
Sheboygan, WI 53081

Process Server *rec'd by Susan Richards, City Clerk 1/23/15*  
Time 2:55 A.M. - P.M. Date 1/23/15  
Served Upon Sue Richards  
828 Center Avenue, Sheboygan  
 Personal  Substitute  
 Posted  Corporate

Dear Clerk:

Re: Tax Parcel No. 59281-215850

Now comes Claimant, NRFC Memorial Holdings, LLC, owner of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2014, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No. 59281-215850.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

**COPY**




6. For 2014, property tax was imposed on property in the City at the rate of \$26.980421 per \$1,000 for of the assessed value for Property.
7. For 2014, the City's assessor set the assessment of the Property at \$12,424,400.
8. Claimant appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).
9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at \$12,424,400.
10. The City imposed tax on the Property in the amount of \$335,216.
11. Claimant is timely paying the property taxes imposed by the City on the Property for 2014, or the required installment thereof.
12. The fair market value of the Property as of January 1, 2014 was no higher than \$3,000,000.
13. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than \$2,907,191.
14. Based on the tax rate of \$26.980421 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than \$78,437.
15. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of \$256,778.
16. Claimant is entitled to a refund of 2014 tax in the amount of \$256,778, or such greater amount as may be determined to be due to Claimant, plus statutory interest.
17. The amount of this claim is \$256,778, plus interest thereon.

Sue Richards, Clerk  
January 20, 2015  
Page 3

Dated at Madison, Wisconsin, this 20th day of January, 2015.

Sincerely yours,

A handwritten signature in black ink, appearing to be "DM", written over the typed name.

Don M. Millis  
Agent for Claimant

28875845



March 4, 2015

CERTIFIED MAIL

NRFC Memorial Holdings, LLC  
c/o Don M. Millis, Agent  
Reinhart Boerner Van Deuren S.C.  
22 East Mifflin Street  
Suite 600  
Madison, WI 53703

Re: Claim for Excessive 2014 Assessment Against the  
City of Sheboygan  
Tax Parcel No.: 59281-215850

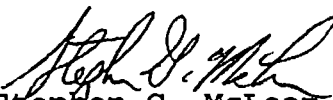
Dear Mr. Millis:

At its meeting on March 2, 2015, the Common Council of the City of Sheboygan considered the above-referenced claim of NRFC Memorial Holdings, LLC dated January 20, 2015 and filed on January 23, 2015. The Common Council denied the claim for excessive assessment in full. The claimant may commence an action in circuit court to recover the amount of the claim not allowed.

Please be advised that pursuant to sec. 74.37(3)(d), Wis. Stats., the action must be commenced within 90 days after the date of receipt of this letter.

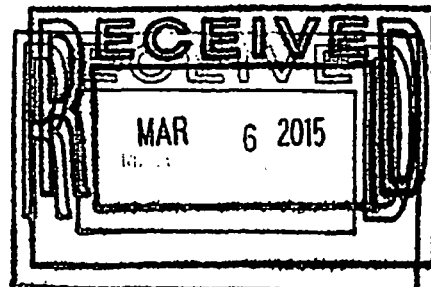
If you have any further questions on this claim, you may contact the City Attorney's office at (920) 459-3917.

Very truly yours,

  
Stephen G. McLean  
CITY ATTORNEY

SGM/gmp

cc: Ms. Susan Richards  
Ms. Laurie Suhrke  
Mr. Lee Grosenick

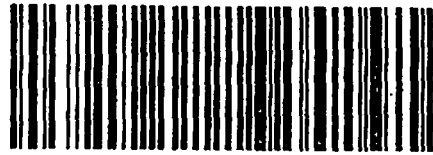


CITY ATTORNEY'S OFFICE  
  
CITY HALL  
828 CENTER AVE., SUITE 304  
SHEBOYGAN, WI  
53081-4442  
  
920/459-3917  
FAX 920/459-3919  
  
www.sheboyganwi.gov

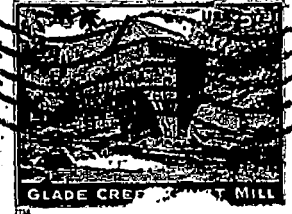
SHEBOYGAN CITY ATTORNEY  
828 CENTER AVENUE, SUITE 304  
SHEBOYGAN, WI 53081-4442

Return Service Requested

**CERTIFIED MAIL**



7013 2630 0000 8942 8018



RETURN RECEIPT  
REQUESTED

NRFC Memorial Holdings, LLC  
c/o Don M. Millis, Agent  
Reinhart Boerner Van Deuren S.C.  
22 East Mifflin Street  
Suite 600  
Madison, WI 53703

53703422550



II

3.2

R. O. No. 102 - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association successor by merger with Firststar Bank, N.A. v Luis E. Olmedo et al.

~~Invoice~~  
4/17/17 - file

---

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger with Firststar Bank, N.A.  
4801 Frederica Street  
Owensboro, KY 42301

SUMMONS

Case No. 16CV0437

Plaintiff,  
vs.

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

Luis E. Olmedo  
1520 Superior Ave  
Sheboygan, WI 53081-2441

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

Faith R. Olmedo a/k/a Faith Haase  
1520 Superior Ave  
Sheboygan, WI 53081-2441

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

CLERK CIRCUIT COURT  
FILED  
2016 AUG 12 A 11:13  
SHEBOYGAN COUNTY  
WISCONSIN

Lakeshore CAP, Inc., a Wisconsin non-profit Corporation  
c/o Michael Huck, Registered Agent  
702 State St  
Manitowoc, WI 54220-4034

Health Payment Systems Inc  
c/o James A Brindley, Registered Agent  
735 N Water St  
Milwaukee, WI 53202-4100

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

8-23-16  
3:57P



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 11<sup>th</sup> day of August, 2016.

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

By: 

Robert M. Piette  
State Bar No. 1018058  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
070338F01

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.

U.S. Bank National Association successor by merger with Firststar Bank, N.A.  
4801 Frederica Street  
Owensboro, KY 42301

COMPLAINT

Case No. 16CV0437

Plaintiff,

vs.

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

Luis E. Olmedo  
1520 Superior Ave  
Sheboygan, WI 53081-2441

Faith R. Olmedo a/k/a Faith Haase  
1520 Superior Ave  
Sheboygan, WI 53081-2441

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

Lakeshore CAP, Inc., a Wisconsin non-profit Corporation  
c/o Michael Huck, Registered Agent  
702 State St  
Manitowoc, WI 54220-4034

Health Payment Systems Inc  
c/o James A Brindley, Registered Agent  
735 N Water St  
Milwaukee, WI 53202-4100

Defendants.

CLERK CIRCUIT COURT  
FILED  
2016 AUG 12 A 11:13  
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 and recorded mortgage 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.
2. The mortgaged real estate is owned of record by Luis E. Olmedo and Faith R. Olmedo a/k/a Faith Haase .
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 \$39,444.45 together with interest from the 1st day of April, 2014.

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 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 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 11<sup>th</sup> day of August, 2016.

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

By: 

Robert M. Piette  
State Bar No. 1018058  
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: [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.

FHA Multistate Fixed Rate Note - 10/95

[REDACTED]

VMP MORTGAGE FORMS - (800)521-7291

Initials: FU LO

[REDACTED]

## 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 (**4.00** %) 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

~~PAY TO THE ORDER OF  
PAY TO THE ORDER OF  
\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower~~

PAY TO THE ORDER OF (Seal)  
Mississippi Valley Life Insurance Co. -Borrower  
WITHOUT RECOURSE.

~~\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower~~

FIRSTAR BANK, N.A. (Seal)  
\_\_\_\_ -Borrower

BY Teresa Bulver  
TERESA BULVER  
ASSISTANT VICE-PRESIDENT

BY Teresa Bulver  
TERESA BULVER  
ASSISTANT VICE-PRESIDENT

1-1R (9801)

**EXHIBIT A**



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:

LOAN: [REDACTED]  
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

FHA Case No.  
[REDACTED]

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

FHA Wisconsin Mortgage - 4/96

[REDACTED]

VMP MORTGAGE FORMS - (600)521-7291

Page 1 of 8

Initials: LO FO

[REDACTED]

EXHIBIT B

[REDACTED]



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 SHERBOYGAN 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 SHERBOYGAN, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1520 SUPERIOR AVENUE, SHERBOYGAN [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.



Initials: LOFE

EXHIBIT B

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act"), (12 U.S.C., 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

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

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

- Condominium Rider
- Growing Equity Rider
- Other [specify]
- Planned Unit Development Rider
- Graduated Payment Rider

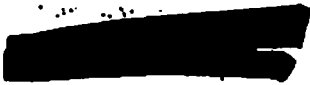


EXHIBIT B

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:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

*Luis E. Olmedo* (Seal)  
LUIS E. OLMEDO -Borrower

*Faith R. Olmedo* (Seal)  
FAITH R. OLMEDO -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

My Commission Expires: June 20, 2004

(Seal)

SAMANTHA STAHL  
FIRSTAR BANK, N.A.  
809 SOUTH 60TH STREET  
WEST ALLIS, WISCONSIN 53214

(person acknowledging)

*Kathleen Kooser*  
Notary Public, State of Wisconsin  
Kathleen Kooser  
This instrument was prepared by



**REAL ESTATE MORTGAGE**

**BORROWER: LUIS AND FAITH OLMEDO, HUSBAND AND WIFE**

**LENDER: CITY OF SHEBOYGAN**

**DATED: 7/28/00**

**RECORDED: 7/28/00  
INSTRUMENT # 1575795**

**BOOK: 1750 PAGE: 94  
AMOUNT: \$3,500.00**

**MORTGAGE**

**BORROWER: LUIS E. OLMEDO AND FAITH R. OLMEDO**

**LENDER: LAKESHORE CAP. INC., A WISCONSIN NON-PROFIT CORPORATION**

**DATED: 7/28/00**

**RECORDED: 1/22/01  
INSTRUMENT # 1587930**

**BOOK: 1782 PAGE: 800  
AMOUNT: \$14,999.00**

**MORTGAGE**

**BORROWER: LUIS E. OLMEDO AND FAITH R. OLMEDO, A MARRIED COUPLE**

**LENDER: LAKESHORE CAP. INC., A WISCONSIN NON-PROFIT CORPORATION**

**DATED: 7/28/00**

**RECORDED: 1/22/01  
INSTRUMENT # 1587931**

**BOOK: 1782 PAGE: 802  
AMOUNT: \$2,037.00**

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**NAME SEARCH RAN ON: LUIS OLMEDO, FAITH OLMEDO**

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**MORTGAGE FORECLOSURE: NONE**

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**JUDGMENTS:**

**CASE #: 2013SC002711  
PLAINTIFF: HEALTH PAYMENT SYSTEMS INC  
DEFENDANT: LUIS OLMEDO, FAITH OLMEDO  
AMOUNT: \$708.50 PLUS INTEREST COSTS & FEES  
DOCKETED: 11/13/13**

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**MECHANIC'S LIENS: NONE**

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**CHILD SUPPORT LIENS: NONE**

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**MUNICIPAL LIENS: NONE**

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II

3.1

R. O. No. 160 - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jeffrey S. Nytsch et al.

~~Inance~~  
4/17/17 - file

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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

CASE NO. 16CV0603 FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH 1 L EDWARD STENGEL 615 N SIXTH STREET SHEBOYGAN WI 53081

Plaintiff,

vs.

SUMMONS

JEFFERY S. NYTSCH a/k/a JEFFREY SCOTT NYTSCH 1412 North 17th Street Sheboygan, Wisconsin 53081

SALLY M. NYTSCH 3220 South 18th Street Sheboygan, Wisconsin 53081

ASSOCIATED BANK, NATIONAL ASSOCIATION c/o Officer and/or Agent 200 North Adams Street Green Bay, Wisconsin 54301

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

FILED FOR THE CLERK OF COURT 2016 NOV -4 P 2:52

Handwritten signatures and notes: 2:15, 11/14/16, Chad Pelishek, 828 Center Avenue, Suite 104, Sheboygan

Defendants.

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.

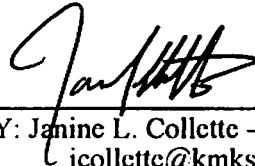
Within twenty (20) days\* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered 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 3<sup>rd</sup> day of November, 2016.

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



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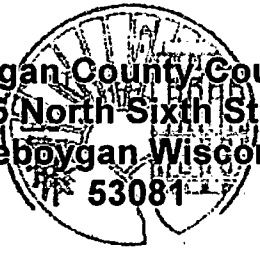
BY: Janine L. Collette - 1063934  
[jcollette@kmksc.com](mailto:jcollette@kmksc.com)

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.

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

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

CASE NO. **16CV0603**  
FORECLOSURE CASE CODE - 30404

Plaintiff,

vs.

COMPLAINT

JEFFERY S. NYTSCH a/k/a  
JEFFREY SCOTT NYTSCH  
1412 North 17th Street  
Sheboygan, Wisconsin 53081

SALLY M. NYTSCH  
3220 South 18th Street  
Sheboygan, Wisconsin 53081

ASSOCIATED BANK, NATIONAL ASSOCIATION  
c/o Officer and/or Agent  
200 North Adams Street  
Green Bay, Wisconsin 54301

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

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

CLERK CIRCUIT COURT  
2016 NOV -11 P 12:57  
SHEBOYGAN 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, JEFFERY S. NYTSCH a/k/a JEFFREY SCOTT NYTSCH, is a competent adult who resides at 1412 North 17th Street, Sheboygan, Wisconsin 53081 (hereinafter Borrower).

3. Defendant, SALLY M. NYTSCH, is a competent adult who resides at 3220 South 18th Street, Sheboygan, Wisconsin 53081.
4. Defendant, ASSOCIATED BANK, NATIONAL ASSOCIATION, is a commercial banking entity organized and existing under the laws of the State of Wisconsin with its agent for service of process located at 200 North Adams Street, Green Bay, Wisconsin 54301.
5. 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, Wisconsin 53081.
6. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 10/19/1998 in Volume 1613, on Page Number 722, as Document No. 1521291. Plaintiff is the holder of the Note and Mortgage.
7. Paragon Home Lending, LLC, assigned the Mortgage to Plaintiff by an assignment dated 10/9/1998 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on 9/22/1999, in Volume 1695, on Page Number 879, as Document No. 1554612. A copy of the assignment is attached as an Exhibit.
8. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.
9. The unpaid balance due under the Note and Mortgage is immediately due and payable.
10. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Mortgage.
11. As of 11/25/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$37,039.56
Accrued Interest	1,440.70
Less Escrow Balance	-722.28
Late Charges	21.02



TOTAL

\$37,779.00

\*Interest continues to accrue at the rate of 6.875% per year or \$6.98 per diem after 11/25/2016. 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 Mortgage described herein and any judgment entered in this case.

12. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at 1412 North 17th Street, Sheboygan, Wisconsin 53081. The Property cannot be sold in parcels without injury to the interests of the parties.

13. 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 mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- a) Defendant Associated Bank, National Association, by virtue of a Mortgage from Jeffrey S. Nytsch and Sally M. Nytsch, husband and wife, to Associated Bank for \$17,622.00 dated June 13, 2000 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on June 22, 2000 in Volume 1743, Page 597, as Document No. 1573349.
- b) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for \$13,376.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 12, 2012 as Document No. 1954441.
- c) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for \$13,376.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 12, 2012 as Document No. 1954442.
- d) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for \$11,000.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 17, 2012 as Document No. 1954765.

14. Pursuant to Section 846.101Wis. 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.

15. 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.

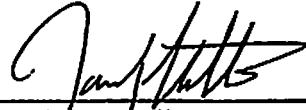
3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

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 3<sup>rd</sup> day of November, 2016.

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



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BY: Janine L. Collette – 1063934  
[jcollette@kmksc.com](mailto: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

# NOTE

LOAN NO. [REDACTED]  
OCTOBER 9, 19 98

(City)

(State)

1412 N. 17TH 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. \$ 64,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is PARAGON HOME LENDING, 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 6.875 %.

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 DECEMBER 1, 19 98. 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 NOVEMBER 1, 2028, 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 19435 W. CAPITOL DRIVE, SUTIE 201, BROOKFIELD, WI 53045

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. \$ 420.44

## 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 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.

**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.

Jeff Nytsch (Seal) \_\_\_\_\_ (Seal)  
JEFFERY S. NYTSCH -Borrower -Borrower

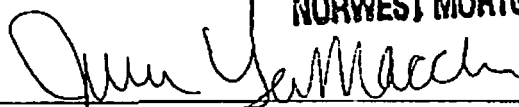
Social Security Number [REDACTED] Social Security Number \_\_\_\_\_

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

Social Security Number [REDACTED] Social Security Number \_\_\_\_\_

[Sign Original Only]

WITHOUT RECOURSE PAY TO THE ORDER OF:  
**NORWEST MORTGAGE, INC.**



Julie LaMacchia Operations Manager

Paragon Home Lending

WITHOUT RECOURSE  
PAY TO THE ORDER OF

**NORWEST MORTGAGE, INC.**

By 

Howard J. Norris  
Assistant Secretary



1521291

SHEBOYGAN COUNTY, WI  
RECORDED ON

10-19-1998 10:32 AM

DARLENE J. MAVIS  
REGISTER OF DEEDS

RECORDING FEE: 22.00  
TRANSFER FEE:

004468 0006

MORTGAGE

PREPARED BY AND WHEN RECORDED RETURN TO:  
PARAGON HOME LENDING, LLC  
19435 W. CAPITOL DRIVE, SUITE 201  
BROOKFIELD, WI 53045  
PARCEL ID NO. 200180

**MORTGAGE**

LOAN NO.

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 9, 1998  
JEFFERY S. NYTSCH, A SINGLE MAN

. The mortgagor is

("Borrower").

This Security Instrument is given to  
PARAGON HOME LENDING, LLC,

which is organized and existing under the laws of WISCONSIN  
19435 W. CAPITOL DRIVE, SUITE 201  
BROOKFIELD, WI 53045

, and whose address is

("Lender").

Borrower owes Lender the principal sum of SIXTY-FOUR THOUSAND AND 00/100

Dollars (U.S. \$ 64,000.00 ).

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 NOVEMBER 1, 2028 . 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 FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF THE EAST TWENTY-FIVE (25) FEET OF LOT ELEVEN (11) AND THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF LOT TWELVE (12) OF BLOCK NINETEEN (19) OF THE ORIGINAL PLAT OF SHEBOYGAN.

Initials: JN

which has the address of 1412 N. 17TH STREET, SHEBOYGAN

Wisconsin 53081  
[Zip Code]

[Street]  
("Property Address");

[City]

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

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

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

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

**1. Payment of Principal 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.

Initials: JN



**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 successors 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 Severable 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.

Initials: JH

**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 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.

Initials: JN





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

Your Committee to whom was referred the following:

- R.C. No. 342-15-16 by Finance and R.O. No. 350-14-15 by City Clerk submitting a Summons and Complaint in the matter of Jeffrey Hermann v City of Sheboygan.
- R.C. No. 343-15-16 by Finance and R.O. No. 351-14-15 by City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v City of Sheboygan.
- R.C. No. 344-15-16 by Finance and R.O. No. 353-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.
- R.C. No. 345-15-16 by Finance and R.O. No. 53-15-16 by the City Clerk submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan.
- R.C. No. 347-15-16 by Finance and R.O. No. 155-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Kristi A. Potochnik v City of Sheboygan et al.
- R.C. No. 350-15-16 by Finance and R.O. No. 281-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.
- R.C. No. 351-15-16 by Finance and R.O. No. 282-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark M. Meyer et al.
- R.C. No. 352-15-16 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC.
- R.O. No. 339-15-16 by Finance and R.O. No. 283-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jason P. Hietala et al.
- R.O. No. 10-16-17 by the City Clerk submitting a Summons and Complaint in the matter of Ditech Financial LLC f/k/a Green Tree Servicing LLC v Homero Garza et al.
- R.O. No. 11-16-17 by the City Clerk submitting a Summons and Complaint (Small Claims) in the matter of Andrew J. Angermeier v City of Sheboygan.

- R.O. No. 12-16-17 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Emily Soto et al.
- R.O. No. 102-16-17 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association successor by merger with Firststar Bank, N.A. v Luis E. Oledo et al.
- R.O. No. 154-16-17 by the City Clerk submitting a Summons and Petition for Writ of Mandamus in the matter of Robert L. Elliott v City of Sheboygan et al.
- R.O. No. 160-16-17 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jeffrey S. Nytsch et al.
- R.O. No. 185-16-17 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association v Kathleen A. Bender et al.;

recommends that the documents be filed.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ 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**

7.13

R. C. No. 344- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 353-14-15 by Finance to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)  
4/17/17 - fall*

*Julie Kath*  


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. *Michael Henderson* Mayor

**VI**

6.15

R. C. No. 353- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the document be referred to the new Common Council.

*Refer to  
new Council  
(Finance)*

*John B. [Signature]*  
*Julie Kath*  
*[Signature]*

*[Signature]*

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

10.4

R. O. No. 267 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.

Finaxot  
new C.C.

Susan Richards  
City Clerk

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. 31-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

*emailed + scanned 3-16-15*

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Rachel L. Colbath
2. Home address of Claimant: 2350 N. 13<sup>th</sup> Street Sheboygan, WI 53083
3. Home phone number: 1(920) 980-8256 cell, 1(920) 783-8033 home
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2/14/15 2:00pm

6. Where did damage or injury occur? (give full description) the "parkway" on Michigan Avenue in front of El Camino Restaurant by the parking meters, just to the west of the restaurant entrance. See attached photos.

7. How did damage or injury occur? (give full description) Slipped and fell on ice while walking to my vehicle, which was parked across the street from El Camino facing west on Michigan Avenue.

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: location of the ice on public property was the red cobblestone parkway area around the parking meters. See attached photos.

(b) Claimant's statement of basis for such liability: The area past the sidewalk referred to as "parkway" is property of the City of Sheboygan, as parking meters are city property - therefore this area is to be kept clear of snow/ice by the city of Sheboygan.

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").

Fractured fibula, distal left. Required surgery. Torn ligament, requiring physical therapy in the near future. Per orthopedic surgeon - no work 2mo. at least

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

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

Auto: \$ N/A

Property: \$ N/A

Personal injury: \$ pending

Other: (Specify below) \$ lost wages - pending

**TOTAL** pending medical bills

Damaged vehicle (if applicable)

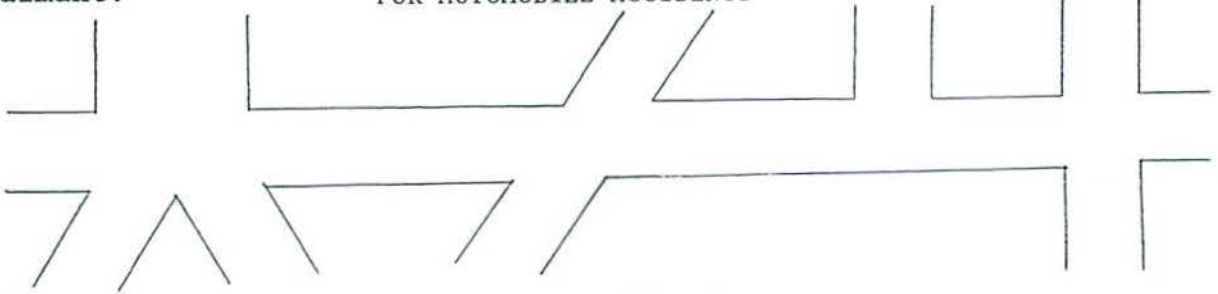
Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

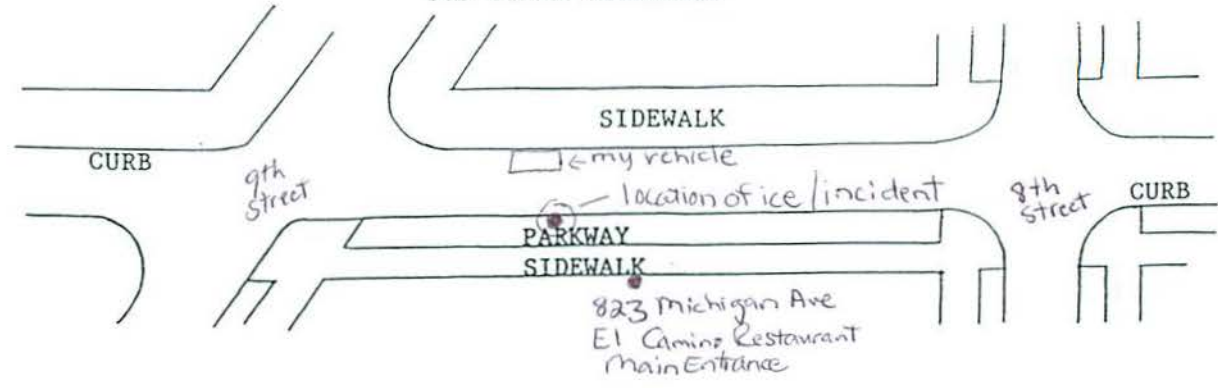
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature]

Date: 3-8-15

DATE RECEIVED \_\_\_\_\_

RECEIVED BY APR 16 '15 PM 2:22

CLAIM NO. 31-14

CLAIM

Claimant's Name:	<u>Rachel L. Colbath</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>2350 N. 13<sup>th</sup> Street</u>	Property	\$ <u>N/A</u>
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ <u>Pending</u>
Claimant's Phone No.	<u>1(920)980-8256, 1(920)783-8033</u>	Other (Specify below)	\$ <u>pending</u>
		TOTAL	<u>pending</u>

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

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

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

Pending

SIGNED: Rachel Colbath

DATE: 3-8-15

ADDRESS: 2350 N. 13<sup>th</sup> Street Sheboygan, WI 53083



823 Michigan Avenue, Sheboygan

Photos taken on 2/14/15  
3:30pm





**VI**

7.19

R. C. No. 350- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 281-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)  
4/17/17 - file*

*Julie Kath*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. *Michael Anderson*, Mayor

II

4.5

R. O. No. 281 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.

*France*

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City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff,

vs.

Mark L. Vollmer  
4616 Fox Grove Road  
Sheboygan, WI 53081

Patricia J. Vollmer  
4616 Fox Grove Rd  
Sheboygan, WI 53081-1126

HSBC Mortgage Services Inc.  
c/o CT Corporation System, Registered Agent  
208 S La Salle St Ste 814  
Chicago, IL 60604-1101

Community Bank & Trust a/k/a Community Bank  
1214 Tower Ave  
Superior, WI 54880-1524

Redevelopment Authority of the City of  
Sheboygan  
826 Center Ave  
Sheboygan, WI 53081-4415

Defendants.

AUTHENTICATED COPY

Case # 16-CV-20

FEB 03 2016

SUMMONS

Case No. 16-CV-20 Calumet County Clerk of Courts  
Connie Daun

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

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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

2-11-16  
4:43P  
D S

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 12 day of February, 2016.

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  
066150F02

Address of Court:  
Calumet County Courthouse  
206 Court Street  
Chilton, WI 53014-1127

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.

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

COMPLAINT

FEB 03 2016

Plaintiff,

Case No. 16-CV-20

Calumet County Clerk of Courts  
Connie Daun

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Mark L. Vollmer  
4616 Fox Grove Road  
Sheboygan, WI 53081

Patricia J. Vollmer  
4616 Fox Grove Rd  
Sheboygan, WI 53081-1126

HSBC Mortgage Services Inc.  
c/o CT Corporation System, Registered Agent  
208 S La Salle St Ste 814  
Chicago, IL 60604-1101

Community Bank & Trust a/k/a Community Bank  
1214 Tower Ave  
Superior, WI 54880-1524

Redevelopment Authority of the City of  
Sheboygan  
826 Center Ave  
Sheboygan, WI 53081-4415

Defendants.

---

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

1. The plaintiff is the current holder of a certain note and recorded mortgage 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. Said mortgage was subsequently assigned to Wells Fargo Bank, N.A. and was recorded in the Calumet County Register of Deeds office on 8/27/2015 as document number 507224. A true copy of the assignment of mortgage is attached hereto as Exhibit C and is incorporated by reference.
2. The mortgaged real estate is owned of record by Mark L. Vollmer and Patricia J.

**Vollmer.**

**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 \$94,942.83 together with interest from the 1st day of June, 2015.**

**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 not 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 846.103(2) with a three 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 846.103(2) 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 17<sup>th</sup> day of February, 2016.

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

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.

Certified True Copy  
of Original

NOTE

VOLUNTER  
LOAN #  
NCH:

MARCH 25, 2005  
[Date]

CHILTON  
[City]

WISCONSIN  
[State]

423 DOVE AVENUE CHILTON, WI 53014

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 114,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MIT LENDING

I will make all payments under this Note in the form of cash, check or money order.

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on MAY 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. Each monthly payment will be applied to interest before Principal. If, on APRIL 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 monthly payments at 33 MAIDEN LANE, 6TH FLOOR, NEW YORK, NY 10038

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. \$ 676.72

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

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



**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

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

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

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

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums

prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Mark L. Vollmer 3/28/05  
- BORROWER - MARK L. VOLLMER - DATE -

[Sign Original Only]

FOR VALUE RECEIVED, Pay To The Order Of

Without Recourse:  
MIT LENDING

By:   
Title: Linda Kuoppala, Assistant Secretary

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
(page 3 of 3 pages)

EXHIBIT A



MORTGAGE

Register of Deeds  
Calumet County, WI

Received for Record  
Date: 4/8/05 8:53  
Debra L. Tasch

When Recorded Mail To:  
MIT LENDING

33 MAIDEN LANE,  
6TH FLOOR  
NEW YORK, NY  
PHONE: ( ) - -

VOLLNER  
LOAN #  
CASE #  
MID:

PIN: 2110210000030A0000181912004300

[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 MARCH 25, 2005 together with all Riders to this document.

(B) "Borrower" is MARK L. VOLLNER AND PATRICIA J. VOLLNER HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is MIT LENDING

Lender is a CORPORATION  
of NEW YORK

organized and existing under the laws

LANE, 6TH FLOOR NEW YORK, NY 10038

Lender's address is 33 MAIDEN

Lender is the mortgagee under this Security Instrument.

(E) "Note" means the promissory note signed by Borrower and dated MARCH 25, 2005

The Note states that Borrower owes Lender

ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$114,400.00

) plus interest. Borrower has promised to pay this debt in

regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2035

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

(G) "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.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction) of CALUMET (Name of Recording Jurisdiction):

LOT NUMBER THREE (3) OF NORTHOODS  
ESTATES, CITY OF CHILTON, CALUMET  
COUNTY, WISCONSIN.

which currently has the address of 423 DOVE AVENUE

CHILTON [City] Wisconsin 53014 [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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the

[REDACTED]

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 obtain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

[REDACTED]

of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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



[REDACTED]

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted

limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money

order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

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

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

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

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

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

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

*Mark L. Vollmer* 3/25/05

- BORROWER - MARK L. VOLLNER - DATE -

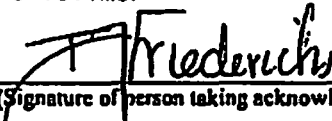
*Patricia J. Vollmer* 3/25/05

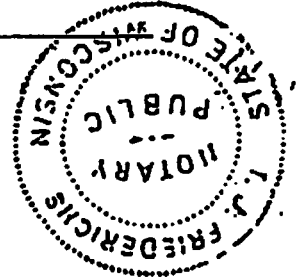
PATRICIA J VOLLNER / DATE -

(Space Below This Line For Acknowledgment)

State of Wisconsin  
County of Calumet

This instrument was acknowledged before me on March 25, 2005 . by  
Mark L Vollmer and Patricia J Vollmer

  
(Signature of person taking acknowledgment) T.J. Friedrichs  
(Title or Rank)  
My Commission Expires: 11-9-08



This instrument was drafted by:  
NIKKI ROESSLER  
MIT LENDING

33 MAIDEN LANE, 6TH FLOOR, NEW YORK,  
NY 10038

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**DOCUMENT # 507224  
TAMARA ALTEN  
REGISTER OF DEEDS  
CALUMET COUNTY, WI**

# ASSIGNMENT

**RECEIVED FOR RECORD  
08/27/2015 10:24 AM**

Document Number

When Recorded Return To:

**ASSIGNMENT TEAM  
WELLS FARGO BANK, N.A.  
MAC: N9289-018  
PO BOX 1829  
EAGAN, MN 55121-4400**

*ENVELOPE*

Parcel ID No. 211-0210-000030A-000-0-181812-00-4300

THIS IS A STYLE "B" FORM UNDER WIS ACT 110 WITH 3X3 SPACE IN UPPER RIGHT CORNER  
Calumet, Wisconsin  
"VOLLMER"

MN # [REDACTED] SIS #: 1-888-879-6377

Date of Assignment: August 24th, 2015

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS at P.O. BOX 2028, FLINT, MI 48501  
Assignee: WELLS FARGO BANK, NA at 1 HOME CAMPUS, DES MOINES, IA 50328

Executed By: MARK L. VOLLMER AND PATRICIA J. VOLLMER HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS  
Date of Mortgage: 03/25/2005 Recorded: 04/01/2005 as Instrument No.: 389990 In the County of Calumet, State of Wisconsin.

Parcel ID No. 211-0210-000030A-000-0-181812-00-4300

Property Address: 423 DOVE AVENUE, CHILTON, WI 53014

Legal: LOT NUMBER THREE (3) OF NORTHWOODS ESTATES, CITY OF CHILTON, CALUMET COUNTY, WISCONSIN.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$114,400.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS

On 8-24-15

By:   
Scott Gerald Hearkins  
Assistant Secretary



**EXHIBIT C**



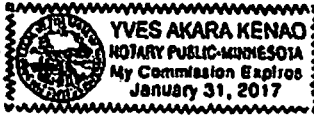
STATE OF Minnesota  
COUNTY OF Dakota

Yves Akara Kenao

On 8-24-15, before me, Yves Akara Kenao, a Notary Public in the State of Minnesota, personally appeared Scott Gerald Haurkins, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

*[Handwritten Signature]*  
Yves Akara Kenao



Notary Expires: 11/31/17

(This area for notarial seal)

PREPARED BY: WELLS FARGO BANK, N.A.



**FORECLOSURE REPORT - SCHEDULE B-II**File **Knight | Barry**  
TITLE GROUP  
Integrity. Experience. Innovation.Knight Barry Title Services LLC  
5697 Grande Market Drive  
Appleton, WI 54913  
920-733-1400  
Fax:920-733-7005Refer Inquiries to: Kim Dledrick (appleton@knightbarry.com)  
Completed on:1/22/16 2:28 pm  
Last Revised on:1/26/16 12:02 pm  
Printed on:1/26/16 12:03 pm

In accordance with the addressee's request, we have made a search of the records in the various public offices of Calumet County and find that: (i) as of the Effective Date, title to the Land is in the owner or owners of record set forth in Schedule A, above, and (ii) that there has been no change of record affecting the Land since when the borrower(s) under the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report, except those matters shown below (it is understood and agreed by the addressee that the Company has searched the public records for the following time period: from when the borrower(s) on the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report):

1. General Taxes for the year 2016 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2016 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2016 and subsequent years."
2. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
3. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to MERS as nominee for M&I Bank FSB in the amount of \$30,000.00 dated May 17, 2006 and recorded May 23, 2006 as Document No. 405236 .  
The mortgage described above was assigned of record to HSBC Mortgage Services Inc. by an instrument recorded September 2, 2015 in Document No. 507398 .
4. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to Community Bank & Trust in the amount of \$110,000.00 dated April 12, 2011 and recorded April 25, 2011 as Document No. 463995 .
5. Judgment entered December 29, 2014 and docketed January 29, 2015 in favor of Community Bank & Trust creditor(s) and against Bridal Essence LLC, Patricia J. Vollmer and Mark L. Vollmer , 423 Dove Ave., Chilton, WI 53014 ,debtor(s) in the amount of \$91,252.60 , Case No. 2015TJ000008 .
6. Judgment entered January 6, 2015 and docketed January 16, 2015 in favor of Community Bank & Trust , creditor(s) and against Bridal Essence LLC and Patricia Vollmer , 423 Dove Avenue, Chilton, WI 53014 ,debtor(s) in the amount of \$2,528.24 , Case No. 2014SC000632 .
7. Judgment entered April 13, 2015 and docketed April 20, 2015 in favor of Redevelopment Authority of the City of Sheboygan , creditor(s) and against Bridal Essence LLC, Patricia Vollmer and Mark Vollmer , 423 Dove Avenue, Chilton, WI 53014 ,debtor(s) in the amount of \$20,183.78 , Case No. 2015TJ000017 .
8. Payment of taxes for the year 2015 cannot be verified at this time of the year. Please provide a paid receipt and this exception will be removed. Amount due \$2,512.40

**Footnotes to Schedule B**

- a. Taxes for the year 2014 in the amount of \$2,603.85 , and all prior years are paid.
- b. 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. Additionally, the amount of insurance must be increased to the amount of the sale price. Additional premium will be billed at the time.
- c. The Company has searched the records in the United States District Court for the Eastern District of Wisconsin and as of the date of the search, there are no bankruptcy proceedings commenced or pending in said court for the present owners of the subject premises. The company hereby disclaims any liability for the consequences of any bankruptcy proceedings commenced or pending in any District of the United States Bankruptcy Court other than the Eastern District of Wisconsin.

**FORECLOSURE REPORT**Your nationwide source for title and closing services.  
Visit [www.knightbarry.com](http://www.knightbarry.com) for a list of offices and services.

Page 3 of 4

**LIEN REPORT**

**VI**

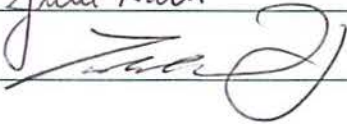
7.11

R. C. No. 342 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 350-14-15 by Finance to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Jeffrey Hermann v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)  
4/17/17 - file*

*Julie Kath*



\_\_\_\_\_  
Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. *Michael J. Landwehr* Mayor

**VI**

6.12

R. C. No. 350 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the Jeffrey Hermann v. the City of Sheboygan; recommends that the document be referred to the new Common Council.

*Refer to  
new Council  
(Finance)*

*John Bey*  
*Julie Keith*  
*[Signature]*

*[Signature]*

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

4.2

R. O. No. 192 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a Summons and Complaint in the matter of Jeffrey Hermann vs  
The City of Sheboygan.

*Finance*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

III

Handwritten text, possibly a date or page number.

NOV 26 11:47 AM 2014

# The Law Office of John B. Kiel, LLC.

P.O. Box 147

Salem, Wisconsin 53168-0147

Phone: (262) 914-5435

Facsimile: (262) 537-4855

Email Address: [firelaw@tds.net](mailto:firelaw@tds.net)

November 26, 2014

**VIA HAND DELIVERY**

Susan Richards, City Clerk  
Micahel Vandersteen, Mayor  
City of Sheboygan - City Hall  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

*Delivered  
Susan Richards to City Clerk  
in person Linda Schroeder - City Clerk  
Nov 26 11:20-14  
at 3:19 pm  
Umayd H*

Re: Jeffery Hermann v. The City of Sheboygan

Dear Ms. Richards and Mayor :

Accompanying this cover letter please find a copy of the Summons and Complaint filed in regard to the above entitled matter. Please feel free to contact me with any questions.

The Law Office of John B. Kiel, LLC.

By

  
\_\_\_\_\_  
John B. Kiel

cc: Mr. Jeffery Hermann

NOV 25 14 PM 4:03

STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

CIRCUIT COURT BRANCH #4  
TERENCE T BOURKE  
616 N SIXTH STREET  
SHEBOYGAN WI 53081

Case No.

Case Code:                      30303      14CV0754

Case Classification:      Other Contracts

vs.

THE CITY OF SHEBOYGAN,

Defendant.

SHEBOYGAN COUNTY  
WISCONSIN  
14 NOV 26 PM 2:28  
CLERK CIRCUIT COURT  
FILED

**SUMMONS**

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff 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 forty-five (45) days of receiving this Summons, you must respond in writing 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 court, whose address is: Clerk of Court, Sheboygan County Courthouse, 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin, and to the Law Office of John B. Kiel, LLC, plaintiff's attorney, whose address is P.O. Box 147 Salem, Wisconsin 53168.



You may have an attorney help or represent you.

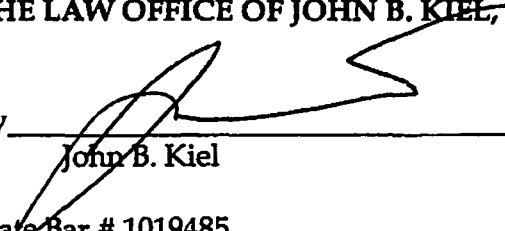
If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced 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 at Salem, Wisconsin, on November 26, 2014.

**FOR PLAINTIFF,**

**THE LAW OFFICE OF JOHN B. KIEL, LLC.**

By \_\_\_\_\_

  
John B. Kiel

State Bar # 1019485

P.O. Box 147

Salem, Wisconsin 53168

Telephone: (262) 914-5435

Facsimile: (262) 537-4855

Email: [firelaw@tds.net](mailto:firelaw@tds.net)

STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY

---

JEFFERY HERMANN,

Plaintiff,

Case No.            14CV0754  
Case Code:        30303  
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN,

JURY TRIAL REQUESTED

Defendant.

---

COMPLAINT

---

NOW COMES Jeffery Hermann ("Plaintiff") by and through The Law Office of John B. Kiel, LLC. and his attorney, John B. Kiel, and alleges as follows:

PARTIES

1. Plaintiff Jeffery Hermann is an adult resident of the City of Sheboygan, Wisconsin whose address is 3442 South 17<sup>th</sup> Street, Sheboygan, Wisconsin 53081.
2. Defendant City of Sheboygan ("City") is a governmental body within the meaning of Wis. Stat. § 19.82(1) and is the governing body of the City of Sheboygan, maintaining its place of business at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, Wisconsin, 53081.
3. The Plaintiff is a retired employee of the City who was not in any bargaining unit represented by a labor organization on the date of his retirement.
4. The Plaintiff worked for the City long enough to qualify for payout of vested sick leave and vacation benefits upon retirement.

SHEBOYGAN COUNTY  
WISCONSIN  
14 NOV 26 12:28  
FILED  
CLERK CIRCUIT COURT

### **PROCEDURAL PREREQUISITIES**

5. This is an action alleging that the City unlawfully engaged and continues to engage in breach of contract by denying Plaintiff a payout of vested sick leave and vacation benefits upon Plaintiff's retirement.
6. Within 120 days of the City's denial of Plaintiff's request for payout of his vested sick leave and vacation benefits Plaintiff served a notice of claim in accordance with Wis. Stat. § 893.80 on the City Clerk by a letter dated April 11, 2014.
7. Plaintiff's notice of claim itemized the relief sought.
8. By copy of a letter dated August 7, 2014 the City denied Plaintiff's claim.

### **JURISDICTION AND VENUE**

9. The Court has personal jurisdiction over the Plaintiff in that Plaintiff is a resident of the City of Sheboygan, Wisconsin and said City is located within Sheboygan County, Wisconsin.
10. The Court has personal jurisdiction over the City of Sheboygan, Wisconsin pursuant to Wis. Stat. § 801.05; Wis. Stat. § 801.11(4); Watkins v. Milwaukee County Civil Service Commission, 88 Wis. 2d 4111, 276 N.W.2d 775 (1979); Oak Creek Citizen's Action Committee v City of Oak Creek, et. al., 2007 WI App. 196; 304 Wis. 2d 702; 738 N.W. 2d 168.
11. Venue is proper before this Court pursuant to Wis. Stat. § 801.50(2).

### **CIRCUMSTANCES OF CLAIM**

12. Plaintiff was employed by the City of Sheboygan, Wisconsin as a member of its fire department between April 21, 1981 to December 31, 2013. Plaintiff was appointed as the City's fire chief effective January 1, 2010.

13. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to a sick leave pay out for retirement of one-half (1/2) of all accumulated sick leave up to seventy-two (72) days. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Fire Command:

- Sick leave pay out for retirement, layoff without cause, or death.
  - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

14. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to include the following vacation pay out provision. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Other severance benefits:

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

15. The benefits described in paragraphs 13 and 14 above were approved as revised by the City's Salaries and Grievances Committee on June 20, 2002 and made part of the City's Non-Represented Employee Benefits Compensation Program for such non-represented employees.

16. The City's May 1, 2012 Employee Handbook identifies Paid Time Off (PTO)

Vacation as a vested benefit:

**PTO Vacation Must be used in either 4 of 8 hour increments. This is a vested benefit, prorated for new employees. Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment earn 80 hours of vacation effective their 1 year employment anniversary. However, they are welcome to start using their yearly allotment prior to their 1 year anniversary, however, that employee will be responsible to**

return the non-vested (prorated) portion of the vacation if already exercised it (sic) prior to their termination date. (emphasis added).

17. Plaintiff retired as the City's fire chief on January 1, 2014.
18. Plaintiff met the requirements for sick leave payout under the terms and conditions as described in paragraph 13, above.
19. Plaintiff met the requirements for payout of accrued, unused vacation under the terms and conditions as described in paragraph 14, above.
20. The City has failed to calculate and pay out Plaintiff's retirement and severance benefits in the manner described in paragraphs 13 and 14 above.
21. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied unused and prorated earned vacation pay in the amount of \$10,365.18.
22. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied sick leave pay out for retirement in the amount of \$27,354.24.
23. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has incurred legal fees and expenses in asserting his rights.

**FIRST CAUSE OF ACTION  
(Breach of Contract)**

24. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
25. At the time that the City appointed Plaintiff to the position of fire chief it entered into a contract of employment with Plaintiff whereby the City agreed to calculate Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above. By continuing his service to the City to retirement, Plaintiff

created a binding unilateral contract with the City for the promised retirement and severance benefits calculated in accordance with paragraphs 13 and 14, above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City breached its contract for employment with Plaintiff.

**SECOND CAUSE OF ACTION  
(Denial of Vested Benefit)**

26. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
27. By continuing his service to the City to retirement Plaintiff acquired a vested right to retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City denied a vested benefit to Plaintiff.

**THIRD CAUSE OF ACTION  
(Estoppel)**

28. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
29. The City promised Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above and thereby induced Plaintiff to accept the non-represented position of fire chief. By operation of its promise to Plaintiff the City is estopped from denying Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above.

**PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff respectfully requests that this court:

- A. Issue a judgment declaring that the City has breached its contract with Plaintiff by refusing to calculate and pay Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above.
- B. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested vacation retirement and severance benefits calculated in accordance with paragraph 13 above.
- C. Issue an order that requires the City to calculate and pay Plaintiff's vacation retirement and severance benefit calculated in accordance with paragraph 13, above which provides:

**Fire Command:**

- Sick leave pay out for retirement, layoff without cause, or death.
  - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.
- D. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested sick leave retirement and severance benefits calculated in accordance with paragraph 14 above.
- E. Issue an order that requires the City to calculate and pay Plaintiff's sick leave retirement and severance benefit calculated in accordance with paragraph 14, above which provides:

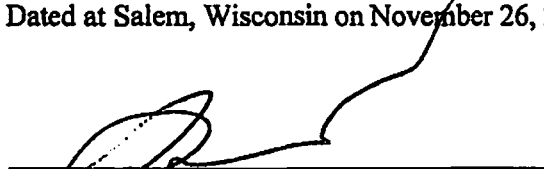
**Other severance benefits:**

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

- F. Issue and order that directs Defendant to compensate Plaintiff for his unused and prorated earned vacation in the amount of \$10,365.18 plus interest.
- G. Issue and order that directs Defendant to compensate Plaintiff for his accrued unused sick leave in the amount of \$27,354.24 plus interest.
- H. As appropriate, award reasonable attorneys' fees and reimbursement of any costs incurred by Petitioners.
- I. Award such other and further relief, as this Court deems just and proper.

**PLAINTIFF REQUESTS TRIAL TO A JURY OF 12 OF HIS PEERS ON ALL CLAIMS FOR LEGAL RELIEF.**

Dated at Salem, Wisconsin on November 26, 2014.



---

John B. Kiel  
Wis. Bar No. 1019485  
Attorney for Plaintiff  
Law Office of John B. Kiel, LLC  
P. O. Box 147  
Salem, WI 53168  
Telephone: (262) 914-5435  
Fax: (262) 537-4855  
E-mail: [firelaw@tds.net](mailto:firelaw@tds.net)



II

3.2

R. O. No. 185 - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Kathleen A. Bender et al.

---

City Clerk

~~Invoice~~  
4/17/17 - file

DEC 14 '16 PM 12:15

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger to U.S. Bank National Association N.D.  
4801 Frederica Street  
Owensboro, KY 42301

AMENDED SUMMONS

Case No. 16-CV-0392

Plaintiff,

vs.

The Honorable  
Angela Sutkiewicz

Kathleen A. Bender a/k/a Kathleen Bender  
321 Jonesville St  
Litchfield, MI 49252-9142

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

Defendant,

The City of Sheboygan Dept. of City Development  
828 Center Ave  
Sheboygan, WI 53081-4442

U S Bank N.A. as successor in interest to Firststar Bank WI as S/I/I to Firststar Bank Sheboygan NA f/k/a First Wisconsin National Bank of Sheboygan  
1450 S 12th St  
Sheboygan, WI 53081-5242

Added Defendants.

SHEBOYGAN WISCONSIN  
2016 DEC - 1 P 12:00  
CLERK CIRCUIT COURT  
FILED

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

Within 20 days of receiving this amended 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 amended 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

12-13-16  
12/18

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 amended complaint, and you may lose your right to object to anything that is or may be incorrect in the amended 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 30<sup>th</sup> day of November, 2016.

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

By:   
Ian J. Thomson  
State Bar No. 1076280  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
070235F01

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.

U.S. Bank National Association successor by merger to U.S. Bank National Association N.D.  
4801 Frederica Street  
Owensboro, KY 42301

AMENDED COMPLAINT

Case No. 16-CV-0392

Plaintiff,

The Honorable  
Angela Sulkiewicz

vs.

Case Code 30404  
(Foreclosure of Mortgage)

Kathleen A. Bender a/k/a Kathleen Bender  
321 Jonesville St  
Litchfield, MI 49252-9142

The amount claimed exceeds \$10,000.00

Defendant,

The City of Sheboygan Dept. of City Development  
828 Center Ave  
Sheboygan, WI 53081-4442

U S Bank N.A. as successor in interest to Firststar Bank WI as S/I/I to Firststar Bank Sheboygan NA f/k/a First Wisconsin National Bank of Sheboygan  
1450 S 12th St  
Sheboygan, WI 53081-5242

Added Defendants.

SHEBOYGAN COUNTY  
CLERK CIRCUIT COURT  
2016 DEC - 6 A 10: 16  
FILED

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

1. The plaintiff is the current holder of a certain note and recorded mortgage 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.

2. The mortgaged real estate is owned of record by Kathleen A. Bender a/k/a Kathleen Bender.

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 \$54,428.27 together with interest from the 1st day of September, 2015.

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 not occupied by the defendants and is abandoned; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The plaintiff hereby elects to proceed under section 846.102 with a five week period of redemption, waiving its right to seek a deficiency judgment against any and all defendants.

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 City of Sheboygan Dept. of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Kathleen A. Bender and Wayne R. Bender in the amount of \$5,600.00, dated August 14, 1986 and recorded in the Office of the Register of Deeds for Sheboygan County on September 3, 1986 as Document No. 1137587 and a mortgage from Kathleen A. Bender and Wayne R. Bender in the amount of \$700.00, dated September 25, 1986 and recorded in the Office of the Register of Deeds for Sheboygan County on October 2, 1986 as Document No. 1139473, but upon information and belief, said mortgages were paid in full and should be satisfied of record through accord and satisfaction.

9. That U S Bank N.A. as successor in interest to Firststar Bank WI as S/I/I to Firststar Bank Sheboygan NA f/k/a First Wisconsin National Bank of Sheboygan has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Kathleen A. Bender to First Wisconsin National Bank of Wisconsin in the amount of \$23,700.00, dated July 27, 1990 and recorded in the Office of the Register of Deeds for Sheboygan County on August 1, 1990 as Document No. 1206008, but upon information and belief, said mortgage was paid in full and should be satisfied of record through accord and satisfaction.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.102 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.

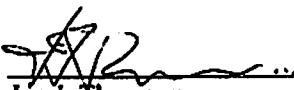
4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

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 30th day of November, 2016.

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

By:   
Ian J. Thomson  
State Bar No. 1076280  
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.

Borrower(s) <b>KATHLEEN A BENDER</b>  1423 BROADWAY AVE SHEBOYGAN WI 53081-5710	Lender U.S. Bank National Association ND 1450 S 12TH ST SHEBOYGAN WI 53081	Loan Number <span style="background-color: black; color: black;">[REDACTED]</span> Date <u>03/10/2005</u> Maturity Date <u>3/01/2035</u> Loan Amount \$ <u>\$62,400.00</u> Renewal Of _____
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"I" means each Borrower above, jointly and severally. "You" means the Lender, its successors and assigns.

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: \$62,400.00 Dollars \$ \$62,400.00

plus interest from 3/10/2005 at the rate of 6.040 % 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.

- Terms - If checked, terms provided reflect an adjustment to the lowest annual percentage rate available for this loan product. This adjustment reflects a higher rate of interest or finance charge due to information contained in a consumer credit report. You obtained this report from, and I may obtain a free copy of it by contacting: \_\_\_\_\_

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 \$ 396.19 and will be due 4/01/2005. A payment of \$ 396.19 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 3/01/2035.

The Purpose Of This Loan Is Refinance

- 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 3/10/2005
- 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.

1423 BROADWAY AVE  
SHEBOYGAN, WI 53081

This property will be used for Consumer purposes.

(page 1 of 5)

EXHIBIT A

Loan number \_\_\_\_\_

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate. <b>6.0380 %</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me. <b>\$ 75,854.94</b>	<b>AMOUNT FINANCED</b> The amount of credit provided to me or on my behalf. <b>\$ 62,400.00</b>	<b>TOTAL OF PAYMENTS -</b> The amount I will have paid when I have made all scheduled payments. <b>\$ 142,628.40</b>
---	--	---	--

My Payment Schedule will be:

<b>Number of Payments:</b> <b>360</b>	<b>Amount of Payments:</b> <b>396.19</b>	<b>When Payments Are Due:</b> <b>monthly beginning 4/01/2005</b>

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)  
1423 BROADWAY AVE  
SHREBOYGAN, WI 53081

Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than \_\_\_\_\_ 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: \$ 3,224.92 Term 94

Date of Birth 1/23/1942 Insured: KATHLEEN A BENDER

*Kathleen Bender*

Date 3/10/05

Joint. Premium: \$ \_\_\_\_\_ Term \_\_\_\_\_

Date of Birth \_\_\_\_\_ 1st Insured: \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

Date of Birth \_\_\_\_\_ 2nd Insured: \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

CREDIT DISABILITY:

Single. Premium: \$ 1,148.52 Term 94

Date of Birth 1/23/1942 Insured: KATHLEEN A BENDER

*Kathleen Bender*

Date 3/10/05

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.

(page 2 of 5)



ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, 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 payments) as follows to: (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 date; 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. Chpts. 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 in 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 receive 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 debts. 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

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 statements 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** - Unless I 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 requests 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 note 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, this 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.

(page 4 of 5)



1762063

SHEBOYGAN COUNTY, WI  
RECORDED ON

04/08/2005 02:32PM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 23.00  
TRANSFER FEE:

STAFF ID 9  
TRANS # 59906

# OF PAGES: 7

Return Address:  
First American Equity Loan Services, Inc.  
1228 Euclid Avenue, 4th Floor  
Cleveland, OH 44115

FACT Order # [REDACTED]  
ALS #: [REDACTED]  
Parcel Number: 59281-402590

**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 03/10/2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: KATHLEEN A BENDER - *unmarried*

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 at 1423 BROADWAY AVE  
(County)  
SHEBOYGAN Wisconsin 53081  
(Address) (City) (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").

**EXHIBIT B**

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 62,400.00..... 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.

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.

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.

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 appraisal 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.



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) KATHLEEN A BENDER (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.

*Kathleen Bender* 3/10/05 (Signature) (Date) [Seal] (Signature) (Date) [Seal]  
 (Signature) KATHLEEN A BENDER (Date) (Signature) (Date)

..... [Seal] ..... [Seal]  
 (Signature) (Date) (Signature) (Date)

..... [Seal] ..... [Seal]  
 (Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT: *Wisconsin* STATE OF ..... COUNTY OF *Sheboygan* ..... ) ss.  
 This instrument was acknowledged before me this *10<sup>th</sup>* day of *March*, 2005  
 by *KATHLEEN A BENDER*

My commission expires: *3-9-08* (Seal) *Amanda Fuhrman* (Signature)  
 AMANDA FUHRMAN (Notary Public)

This instrument was drafted by *Diane Della* of First American Equity Loan Services, Inc. (name)  
 1228 Euclid Avenue, 4th Floor  
 Cleveland, OH 44115

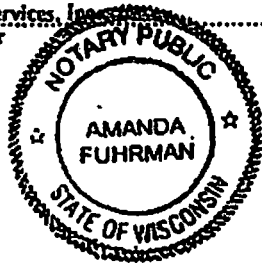


EXHIBIT B

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE STATE OF WISCONSIN, COUNTY OF SHEBOYGAN, WITH A STREET LOCATION ADDRESS OF 1423 BROADWAY AVE; SHEBOYGAN, WI 53081-5710 CURRENTLY OWNED BY KATHLEEN A BENDER HAVING A TAX IDENTIFICATION NUMBER OF 59281-402590 AND FURTHER DESCRIBED AS ASSESSMENT SUBD NO 18 LOT 2 BLK 11.

  
1423 BROADWAY AVE; SHEBOYGAN, WI 53081-5710  


**EXHIBIT B**

II

4.7

R. O. No. 12-16-17. By CITY CLERK. May 2, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Emily Soto et al.

~~Finance~~  
4/17/17 - file

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City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wells Fargo Bank, NA  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff,

vs.

Emily Soto  
1416 Michigan Ave  
Sheboygan, WI 53081-3269

John Doe Soto  
1416 Michigan Ave  
Sheboygan, WI 53081-3269

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

American Family Mutual Insurance Company  
c/o James Eldridge, Registered Agent  
6000 American Pkwy  
Madison, WI 53783-0001

Edward Morgan  
1534 Knoll Crest Dr  
Sheboygan, WI 53081-7544

Halle Investments LLC  
c/o Basil J Buchko Jr, Registered Agent  
W5073 County Road O  
Plymouth, WI 53073-3600

Defendants.

SUMMONS

Case No. 16CV0187

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

CIRCUIT COURT BRANCH 4  
REBECCA PEPSICK  
615 NORTH SIXTH STREET  
SHEBOYGAN WI 53081

SHEBOYGAN COUNTY  
CIRCUIT COURT

16 APR -7 AM 1:48

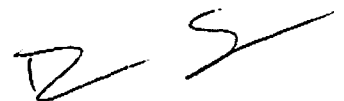
CLERK OF CIRCUIT COURT

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

4-18-16  
4:32P




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 5<sup>th</sup> day of April, 2016.

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

By:   
Ian J. Thomson  
State Bar No. 1076280  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
068788F01

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.

Wells Fargo Bank, NA  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff,

vs.

Emily Soto  
1416 Michigan Ave  
Sheboygan, WI 53081-3269

John Doe Soto  
1416 Michigan Ave  
Sheboygan, WI 53081-3269

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

American Family Mutual Insurance Company  
c/o James Eldridge, Registered Agent  
6000 American Pkwy  
Madison, WI 53783-0001

Edward Morgan  
1534 Knoll Crest Dr  
Sheboygan, WI 53081-7544

Halle Investments LLC  
c/o Basil J Buchko Jr, Registered Agent  
W5073 County Road O  
Plymouth, WI 53073-3600

Defendants.

COMPLAINT

Case No. 16CV0187

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

CLEAN  
16 APR -7 AM 1:48  
SHEBOYGAN COUNTY  
WISCONSIN

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

1. The plaintiff is the current holder of a certain note and recorded mortgage 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.

2. The mortgaged real estate is owned of record by Emily Soto.

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 \$48,000.57 together with interest from the 1st day of October, 2015.

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 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.

9. That John Doe Soto has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Emily Soto.

**WHEREFORE, the plaintiff demands.**

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 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 5<sup>th</sup> day of April, 2016.

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

By:   
Ian J. Thomson  
State Bar No. 1076280  
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.



Wisconsin

NOTE

FHA Case No.

DECEMBER 13, 2012

[Date]

1416 MICHIGAN AVE, SHEBOYGAN, WI 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 WELLS FARGO 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 FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ \*\*\*\*\*50,555.00), 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 FOUR percent ( 4.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST, 2013. Any principal and interest remaining on the first day of JANUARY 2043, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 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. \$ \*\*\*\*\*241.36. 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.

FHA Wisconsin Fixed Rate Note - 10/75

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent ( 4.000 %) of the overdue amount of each payment.

**(B) Defaults**

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**

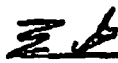
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different 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.

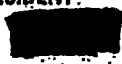
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	 _____ EMILY SOTO	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____	_____ (Seal) -Borrower

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY   
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT



MORTGAGE

DOCUMENT NUMBER:



NAME & RETURN ADDRESS:

FINAL DOCS [REDACTED]  
4101 WISEMAN BLVD BLDG 108  
SAN ANTONIO, TX 78251-4200



PARCEL IDENTIFIER NUMBER:

1959002  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
12/18/2012 3:16 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
EXEMPTION #  
Cashier ID: 9  
PAGES: 9

[Space Above This Line For Recording Data]

State of Wisconsin

PHA Case No.  
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012  
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and  
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104  
("Lender"). Borrower owes Lender the principal sum of  
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ \*\*\*\*\*50,555.00).

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 JANUARY 01, 2043

. 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



FHA Wisconsin Mortgage - 4/96



VMP MORTGAGE FORMS - (800)521-7291



EXHIBIT B



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:  
SEE ATTACHED

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, 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.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.



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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

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

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

- Condominium Rider
- Growing Equity Rider
- Other (specify)
- Planned Unit Development Rider
- Graduated Payment Rider



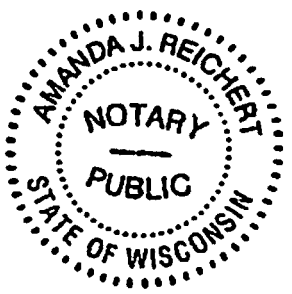
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____	<u>EA</u>	_____ (Seal)
	EMILY SOTO	-Borrower
_____		_____ (Seal)
		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower

STATE OF WISCONSIN, Sheboygan County ss:  
 The foregoing instrument was acknowledged before me this **DECEMBER 13, 2012**  
 (date)  
 by **EMILY SOTO**

My Commission Expires: 8-7-16  
 (Seal)



(person acknowledging) [Signature]  
 Notary Public, State of Wisconsin Amanda J. Reichert

This instrument was prepared by  
**WELLS FARGO BANK, N.A.**

**JENNIFER ANITZBERGER**



## **Schedule A**

### **Legal Description:**

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

**EXHIBIT B**

## SCHEDULE B

Commitment Number: [REDACTED]

- j. 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.
- k. 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.
- l. Rental Unit Energy Efficiency Standards Certificate of Compliance.  
Recorded: October 9, 2000  
Volume: 1763                      Page 497  
Document No: 1580872
- m. A Mortgage from Emily Soto, a single person to Wells Fargo Bank, N.A. in the original amount of \$50,555.00.  
Dated: December 13, 2012      Recorded: December 18, 2012  
Document No: 1959002
- n. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$19,300.00.  
Dated: January 15, 2002      Recorded: March 22, 2002  
Volume: 1971                      Page: 849  
Document No: 1631877

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012  
Document No: 1959092

- o. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$1,442.25.  
Dated: November 19, 2002      Recorded: December 17, 2002  
Document No: 1663503

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012  
Document No: 1959094

# LIEN REPORT



First American Title Insurance Company

## SCHEDULE B

Commitment Number: [REDACTED]

- p. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$3,543.00.  
Dated: November 5, 2004      Recorded: November 5, 2004  
Document No: 1749659

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012  
Document No: 1959093

- q. Judgment Case: 14TR2438  
Docketed: November 11, 2014  
Debtor: Emily Aries Soto  
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI  
Amount: \$213.10
- r. Judgment Case: 14TR2439  
Docketed: November 11, 2014  
Debtor: Emily Aries Soto  
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI  
Amount: \$200.50
- s. Judgment Case: 15CV417  
Docketed: October 13, 2015  
Debtor: Emily A. Soto  
Creditor: American Family Mutual Insurance Company, 6000 American Parkway, Madison, WI AND Edward Morgan, 1534 Knoll Crest Drive, Sheboygan, WI  
Amount: \$8,726.57  
Attorney: John M. Heuer
- t. Judgment Case: 15SC1704  
Docketed: December 11, 2015  
Debtor: Emily Soto AND Quincy Soun  
Creditor: Halle Investments LLC, PO Box 298, Plymouth, WI  
Amount: \$4,106.14  
Attorney: Basil J. Buchko Jr.

-----  
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.

# LIEN REPORT



First American Title Insurance Company

Schedules A, B and C of this Commitment consists of 6 page(s)



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 amended 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 amended complaint, and you may lose your right to object to anything that is or may be incorrect in the amended 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 9<sup>th</sup> day of May, 2016.

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  
068788F01

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.



Wells Fargo Bank, NA  
3476 Stateview Boulevard  
Fort Mill, SC 29715

AMENDED COMPLAINT

Plaintiff,

Case No. 16-CV-0187

vs.

The Honorable  
Rebecca Persick

The Estate of Emily Soto, Deceased  
1416 Michigan Ave  
Sheboygan, WI 53081-3269

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

City of Sheboygan, Department of City  
Development  
828 Center Ave Ste 104  
Sheboygan, WI 53081-4466

Sheboygan County Clerk of Circuit Court  
615 N 6th St  
Sheboygan, WI 53081-4612

American Family Mutual Insurance Company  
c/o James Eldridge, Registered Agent  
6000 American Pkwy  
Madison, WI 53783-0001

Edward Morgan  
1534 Knoll Crest Dr  
Sheboygan, WI 53081-7544

Halle Investments LLC  
c/o Basil J Buchko Jr, Registered Agent  
W5073 County Road O  
Plymouth, WI 53073-3600

Defendants.

SHEBOYGAN COUNTY  
CLERK OF CIRCUIT COURT  
FILED  
2016 MAY 10 P 3:08

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

1. The plaintiff is the current holder of a certain note and recorded mortgage 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.
2. The mortgaged real estate is owned of record by The Estate of Emily Soto, Deceased.

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 \$48,000.57 together with interest from the 1st day of October, 2015.

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 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 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 redem.

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 9<sup>th</sup> day of May, 2016.

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

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.

Wisconsin

NOTE

FHA Case No. [Redacted]

DECEMBER 13, 2012

(Date)

1416 MICHIGAN AVE, SHEBOYGAN, WI 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 WELLS FARGO 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 FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ \*\*\*\*\*50,555.00 ), 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 FOUR percent ( 4.000 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on FEBRUARY 1ST, 2013. Any principal and interest remaining on the first day of JANUARY 2043, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758 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. \$ \*\*\*\*\*241.36. 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.

FHA Wisconsin Fixed Rate Note - 10/95

[Redacted] #DUMS - (800)321-7201 Date: ES

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent ( **4.000** %) of the overdue amount of each payment.

**(B) Default**

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

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

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

**8. GIVING OF NOTICES**


Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

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

_____ (Seal)		_____ (Seal)
-Borrower	EMILY SOTO	-Borrower
_____ (Seal)	_____	_____ (Seal)
-Borrower		-Borrower
_____ (Seal)	_____	_____ (Seal)
-Borrower		-Borrower
_____ (Seal)	_____	_____ (Seal)
-Borrower		-Borrower

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY   
\_\_\_\_\_  
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT



MORTGAGE

DOCUMENT NUMBER:



NAME & RETURN ADDRESS:

FINAL DOCS [REDACTED]  
4101 WISEMAN BLVD BLDG 108  
SAN ANTONIO, TX 78251-4200  
[REDACTED]

1959002  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
12/18/2012 3:16 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
EXEMPTION #  
Cashier ID: 9  
PAGES: 9

PARCEL IDENTIFIER NUMBER:

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.  
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 13, 2012  
The Mortgagor is EMILY SOTO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES, and  
whose address is 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104  
("Lender"). Borrower owes Lender the principal sum of  
FIFTY THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100

Dollars (U.S. \$ \*\*\*\*\*50,555.00).

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 JANUARY 01, 2043

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



FHA Wisconsin Mortgage - 4/96



VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 8

Initials: ES



EXHIBIT B



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:  
SEE ATTACHED

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11758,  
NEWARK, NJ 071014758

which has the address of 1416 MICHIGAN AVE, 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.



If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

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

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Growing Equity Rider    | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider |  |

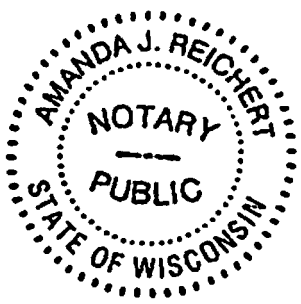
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Witnesses:

_____	<u>EA</u>	_____ (Seal)
	EMILY SOTO	-Borrower
_____		_____ (Seal)
		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower
_____ (Seal)		_____ (Seal)
-Borrower		-Borrower

STATE OF WISCONSIN, Sheboygan County ss:  
The foregoing instrument was acknowledged before me this **DECEMBER 13, 2012**  
(date)  
by **EMILY SOTO**

(person acknowledging) \_\_\_\_\_  
Notary Public, State of Wisconsin Amanda J. Reichert

My Commission Expires: 8-7-16  
(Seal)



This instrument was prepared by  
WELLS FARGO BANK, N.A.

JENNIFER ANITZBERGER

**EXHIBIT B**

## **Schedule A**

### **Legal Description:**

The East 40 feet of the Lot Ten (10), and the West 10 feet of Lot Eleven (11), Block Fifty (50), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County Wisconsin.

Tax Parcel No. 59281201590

**EXHIBIT B**

## SCHEDULE B

Commitment Number: [REDACTED]

- j. 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.
- k. 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.
- l. Rental Unit Energy Efficiency Standards Certificate of Compliance.  
Recorded: October 9, 2000  
Volume: 1763                      Page 497  
Document No: 1580872
- m. A Mortgage from Emily Soto, a single person to Wells Fargo Bank, N.A. in the original amount of \$50,555.00.  
Dated: December 13, 2012      Recorded: December 18, 2012  
Document No: 1959002
- n. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$19,300.00.  
Dated: January 15, 2002      Recorded: March 22, 2002  
Volume: 1971                      Page: 849  
Document No: 1631877

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012  
Document No: 1959092

- o. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$1,442.25.  
Dated: November 19, 2002      Recorded: December 17, 2002  
Document No: 1663503

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012  
Document No: 1959094

# LIEN REPORT



First American Title Insurance Company



## SCHEDULE B

Commitment Number: [REDACTED]

- p. A Mortgage from Emily Soto to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, Wisconsin in the original amount of \$3,543.00.  
Dated: November 5, 2004      Recorded: November 5, 2004  
Document No: 1749659

The lien or charge of the foregoing mortgage was subordinated to the mortgage shown as Document Number 1959002 by an agreement recorded as follows:

Recorded: December 19, 2012  
Document No: 1959093

- q.      Judgment Case:      14TR2438  
Docketed:      November 11, 2014  
Debtor:      Emily Aries Soto  
Creditor:      Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI  
Amount:      \$213.10
- r.      Judgment Case:      14TR2439  
Docketed:      November 11, 2014  
Debtor:      Emily Aries Soto  
Creditor:      Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI  
Amount:      \$200.50
- s.      Judgment Case:      15CV417  
Docketed:      October 13, 2015  
Debtor:      Emily A. Soto  
Creditor:      American Family Mutual Insurance Company, 6000 American Parkway,  
Madison, WI AND Edward Morgan, 1534 Knoll Crest Drive, Sheboygan, WI  
Amount:      \$8,726.57  
Attorney:      John M. Heuer
- t.      Judgment Case:      15SC1704  
Docketed:      December 11, 2015  
Debtor:      Emily Soto AND Quincy Soun  
Creditor:      Halle Investments LLC, PO Box 298, Plymouth, WI  
Amount:      \$4,106.14  
Attorney:      Basil J. Buchko Jr.

-----  
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.

# LIEN REPORT



First American Title Insurance Company

Schedules A, B and C of this Commitment consists of 6 page(s)

**VI**

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

Your Committee to whom was referred R.O. No. 237-16-17 by Finance submitting a claim from Thomas Leubner for alleged damages to his front right tire while driving on S. Taylor Dr. and hit a pot hole; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.4

R. O. No. 237 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from Thomas Leubner for alleged damages to his front right tire while driving on S. Taylor Dr. and hit a pot hole.

*Finance*

---

City Clerk

III

FEB 27 '17 AM 11:25

DATE RECEIVED 2-27-17

RECEIVED BY MD

CLAIM NO. 32-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 16 '17 AM 11:17

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: Thomas Leubner
2. Home address of Claimant: 524 Ontario Avenue Apt. 4 Sheb. WI 53081
3. Home phone number: 920-287-6162
4. Business address and phone number of Claimant: 524 Ontario Avenue. Apt. 4

5. When did damage or injury occur? (date, time of day) Jan. 17, 2017 6:00 PM

6. Where did damage or injury occur? (give full description) Front Right Tire

7. How did damage or injury occur? (give full description) Driving on South Taylor Drive by NemaK / Acuity Northbound lane, Drove into a huge deep! Pot Hole.

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

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 Taylor Drive Northbound by NemaK / Acuity

(b) Claimant's statement of basis for such liability: large Deep Pot Hole without a warning sign or barricade!

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").

Tire damaged

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

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

Auto: \$ 181.63

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

TOTAL \$ 181.63

Damaged vehicle (if applicable)

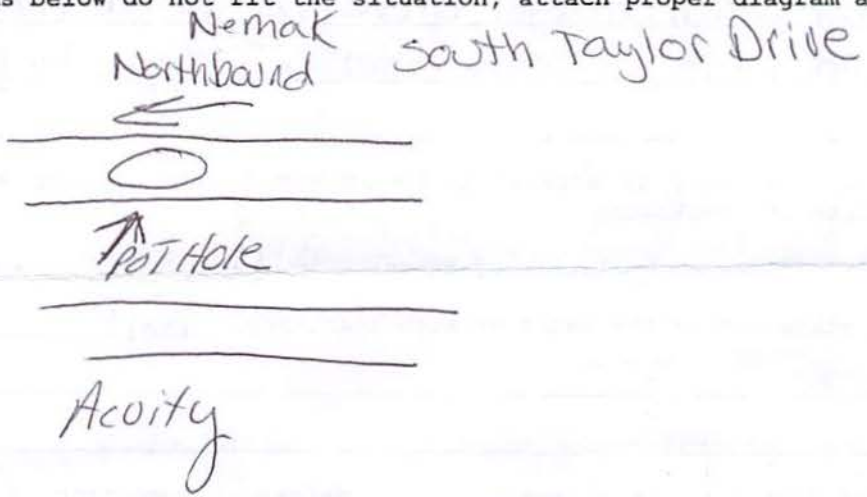
Make: VW Model: GTI Year: 2016 Mileage: 30,000

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

*Passenger* - Lexie Fortin 2724 Whispering Winds Drive Sheb WI  
53081 920-254-7178

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 Thomas Leubner DATE 2/22/2017  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 2-21-17

RECEIVED BY MD

CLAIM NO. 32-16

CLAIM

Claimant's Name:	<u>Thomas Leubner</u>	Auto	\$	<u>                    </u>
Claimant's Address:	<u>524 Ontario Ave Apt 4</u>	Property	\$	<u>181.63</u>
	<u>Sheb. WI 53081</u>	Personal Injury	\$	<u>                    </u>
Claimant's Phone No.	<u>920-287-6162</u>	Other (Specify below)	\$	<u>                    </u>
		<b>TOTAL</b>	\$	<b><u>181.63</u></b>

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 \$ 181.63.

SIGNED Thomas Leubner DATE: Feb. 13, 2017

ADDRESS: 524 Ontario Ave. Apt. 4 Sheb. WI 53081

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

10/10

BY MAIL

MEXICO

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT

EXHIBIT





VI

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

Your Committee to whom was referred R. O. No. 238-16-17 by the City Clerk submitting a claim from Thong Lee for alleged damages when a fire truck hit the side of his parked car and broke the driver's side mirror; recommends that the documents be accepted and filed and to pay the claim in the amount of \$246.52.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

II

4.5

R. O. No. 238 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from Thong Lee for alleged damages when a fire truck hit the side of his parked car and broke the driver's side mirror.

*Finance*

---

City Clerk

DATE RECEIVED

MD 2-21-17

RECEIVED BY

FEB 21 '17 AM 11:53 MD

CLAIM NO.

3-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 21 '17 PM 12:00

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: Thong Lee
2. Home address of Claimant: 2204 N 7th Street, Sheboygan, WI 53083
3. Home phone number: (920) 918-7660
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 2:00 AM, 12/25/16

6. Where did damage or injury occur? (give full description) Driver side mirror was swiped & broken by a fire truck. Car was parked on street curb. Reference to police report: #C16-24429. Accident occurred outside 2204 N 7th Street, Sheboygan, WI 53083

7. How did damage or injury occur? (give full description) Fire truck swiped driver side mirror. Reference to police report: #C16-24429.

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: Tyler Meyer

(b) Claimant's statement of the basis of such liability: Reference to police report #C16-24429.

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

1000

STATE OF MICHIGAN BOARD OF WORKERS' COMPENSATION

COMPLAINANT'S NAME

EMPLOYER'S NAME AND ADDRESS

On or about the date of injury, the complainant was engaged in the service of the employer at the place named above. The injury was caused by the negligence of the employer or of some other person in the service of the employer.

The injury was caused by the negligence of the employer or of some other person in the service of the employer.

When the injury occurred, the complainant was engaged in the service of the employer at the place named above.

The injury was caused by the negligence of the employer or of some other person in the service of the employer.

The injury was caused by the negligence of the employer or of some other person in the service of the employer.

The injury was caused by the negligence of the employer or of some other person in the service of the employer.

When the injury occurred, the complainant was engaged in the service of the employer at the place named above.

The injury was caused by the negligence of the employer or of some other person in the service of the employer.

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The injury was caused by the negligence of the employer or of some other person in the service of the employer.

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The injury was caused by the negligence of the employer or of some other person in the service of the employer.

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. Only damage was broken driver side mirror.

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

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

Auto:	\$ <u>327.36</u>
Property:	\$ <u>Ø</u>
Personal injury:	\$ <u>Ø</u>
Other: (Specify below)	\$ <u>Ø</u>
<b>TOTAL</b>	\$ <u>327.36</u>

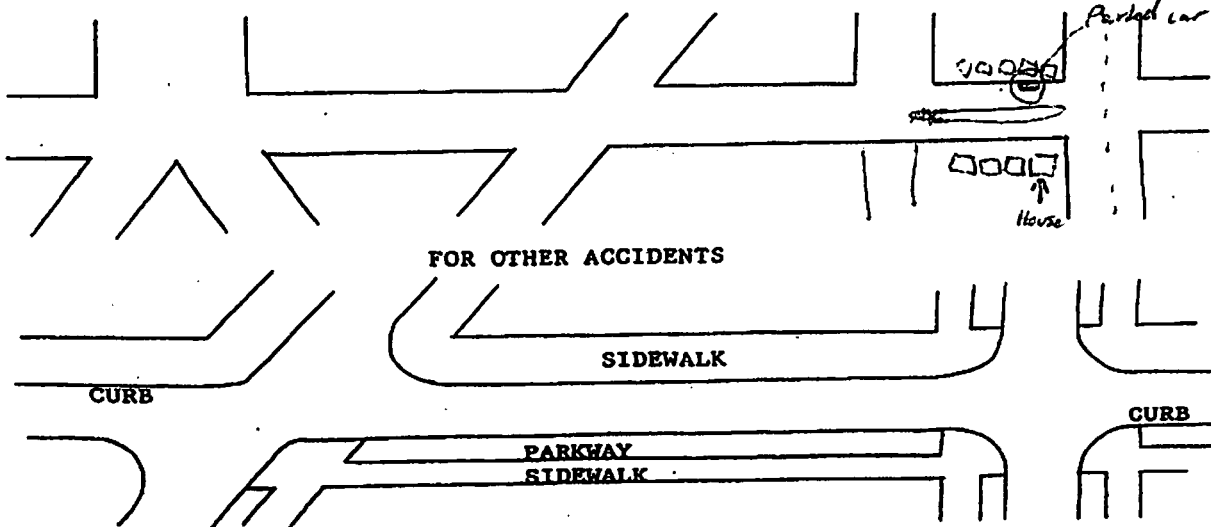
Damaged vehicle (if applicable)

Make: Acura Model: TL Year: 2004 Mileage: 147,400

Names and addresses of witnesses, doctors and hospitals: Steven S. Lee (father)  
Yeng Xiong (mother), both at 2204 N. 7th Street, Sheboygan, WI 53083,  
Cody Griebling, officer at the site. - 1315 N. 23rd Street suit #101.  
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 [Signature] DATE \_\_\_\_\_

DATE RECEIVED 2-21-17

RECEIVED BY MD

CLAIM NO. 31-16

CLAIM

Claimant's Name: Thong hee

Auto \$ 327.26

Claimant's Address: 2204 N 7TH Street

Property \$ \_\_\_\_\_

Sheboygan, WI 53083

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. (920) 918-7660

Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 327.26

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 \$ 327.26

SIGNED [Signature] DATE: 2/08/17

ADDRESS: 2204 N. 7th Street, Sheboygan WI 53083.

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



POLICE # C16-24429

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0XKSZ1		Document Override Number	
Agency Accident Number				Police Number C16-24429					
4 - Accident Date 12/25/2016		5 - Time of Accident (Military Time) 0225		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, City				11 - Accident Location Non-Intersection			
14 - On Hwy No.		14 - On Street Name N 7TH ST		14 - Bus/Frnt/Rmp		15 - Est. Distance 119 Ft		15 - Hwy. Dir NORTH	
16 - Frt/At Hwy No.		16 - From/At Street Name GEELE AVE			16 - Business/Frontage/Ramp				
17 - Structure Type House #		17 - Structure Number 2205		12 - Latitude 43.768699455926		13 - Longitude -87.71127210397			
80 - First Harmful Event Parked Motor Vehicle				93 - Manner of Collision Sideswipe, Same Direction					
112 - Access Control No Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Concrete - 1			
115 - Traffic Way Divided-Highway-Median-Strip-Without-Traffic-Barrier									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Clear			
9 <input type="checkbox"/> Hit and Run		9 <input type="checkbox"/> Government Property		9 <input type="checkbox"/> Fire		9 <input checked="" type="checkbox"/> Photos Taken		9 <input type="checkbox"/> Trailer or Towed	
9 <input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			9 <input type="checkbox"/> Load Spillage		9 <input type="checkbox"/> Construction Zone		9 <input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Parked Motor Vehicle		23 - Dir Of Travel NORTH		24 - Speed Limit 25	
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number M6008168520103		30 - State WI	31 - Expiration Year 2020	34 - On Duty Accident Fire-Fighter			
25 - Operator/Pedestrian Last Name MEYER			25 - First Name TYLER		25 - Middle Initial R	25 - Suffix	
32 - Date Of Birth 06/01/1985		33 - Sex Male					

OPERATOR/PEDESTRIAN 01

26 - Address Street & Number 725 OAK RIDGE DR				26 - PO Box			
27 - City PLYMOUTH		27 - State WI	27 - Zip Code 53073		28 - Telephone Number (262) 613-1775 Ext.		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)				40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used			
38 - Injury Severity N - No Apparent Injury		41 - Airbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated Not-Trapped		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing GOING STRAIGHT			120 - Traffic Control No-Control			62 - No. of Citations Issued 0	
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 Appeared Normal			89 - Substance Presence Neither-Alcohol-Nor-Drugs-Present				
90 - Alcohol Test Test Not Given		90 - Alcohol Content			91 - Drug Test Test Not Given		
91 - Drugs Reported							

124 - Highway Factors Snow, Ice, or Wet, Narrow Shoulder
---

Vehicle

VEHICLE 01	21 - Unit Type Truck		Vehicle Type Pickup/Utility-Truck			22 - Total Occupants 1
	58 - License Plate Number 25087		57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 4P1CJ01A9AA011289
	50 - Year 2010	51 - Make PIRC	52 - Model	53 - Body Style TK - TRUCK	54 - Color RED	100 - Skidmarks to Impact (ft)
	94 - Vehicle Damage Unknown					
	95 - Extent Of Damage None		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors Not-Applicable					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> 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 828 CENTER AVE # 205			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 459-3111 Ext.	

Insurance

INS 01	63 - Liability Insurance Company GOVERNMENT			60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name	
	61 - Policy Holder Company CITY OF SHEBOYGAN			

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

02	Unit Status L - Legally Parked		81 - Most Harmful Event: Collision With Motor Vehicle In Transport		23 - Dir Of Travel	24 - Speed Limit 25
	36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
	29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident	
	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	
	27 - City		27 - State	27 - Zip Code	28 - Telephone Number	

<b>OPERATOR/PEDESTRIAN</b>	39 - Seat Position			40 - Safety Equipment Not-Applicable-Nonmotorist		
	38 - Injury Severity		41 - Airbag Not applicable	42 - Ejected Not-Applicable	44 <input type="checkbox"/> Medical Transport	
	43 - Trapped/Extricated Not-Applicable		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 Not-Applicable					
	88 - Driver or Pedestrian Cond		89 - Substance Presence			
	90 - Alcohol Test		90 - Alcohol Content	91 - Drug Test		
	91 - Drugs Reported					
	124 - Highway Factors Snow, Ice, or Wet, Narrow-Shoulder					

**Vehicle**

<b>VEHICLE 02</b>	21 - Unit Type Automobile		Vehicle Type Passenger-Car			22 - Total Occupants 0
	56 - License Plate Number LEECPA		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number 19UUA66284A072897
	50 - Year 2004	51 - Make ACUR	52 - Model TL	53 - Body Style 4D - 4DR	54 - Color BLK	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage Front Driver Side					
	95 - Extent Of Damage Minor		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OWNER	
	123 - Vehicle Factors Not-Applicable					

**Vehicle Owner**

<b>VEH OWNER 02</b>	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name LEE		46 - First Name THONG	46 - Middle Initial Y	46 - Suffix	Date Of Birth 08/23/1990
	46 - Company Name					
	47 - Address Street & Number 2204 N 7TH STREET			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 918-7660 Ext.	

**Insurance**

<b>02</b>	63 - Liability Insurance Company NOT-REQUIRED			60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name	
	61 - Policy Holder Company			

P0XKSZ1

INS	
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**School Bus**

BUS 02	Bus Traveling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Trailer**

TRL 01	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

**Diagram and Narrative**

DIAGRAM AND NARRATIVE	105 - Photos By GRIEBLING 448
	<p>The diagram illustrates a street scene on Northbound Lane N 7th Street. A north arrow is located in the upper left. The street is divided into lanes by a double yellow line. Unit 1 is shown as a vehicle traveling northbound in the left lane, indicated by an upward arrow. Unit 2 is shown as a vehicle parked in the right lane, facing south. To the right of the street, the address 2205 N 7th Street is marked with two buildings, each having two windows. The text below the diagram explains that snow buildup on the east side of the road prevented Unit 2 from parking closer to the curb, creating a narrow roadway where Unit 1 struck Unit 2.</p>
<p>UNIT 1 WAS TRAVELING NORTHBOUND ON N 7TH STREET. UNIT 2 WAS LEGALLY PARKED ON N 7TH STREET. THERE WAS SNOW BUILD UP ON THE EAST SIDE OF THE ROAD THAT PREVENTED UNIT 2 FROM BEING ABLE TO PARK ANY CLOSER TO THE CURB. THIS CREATED A NARROW ROAD WAY. UNIT 1 THEN STRUCK UNIT TWO CAUSING MINOR DAMAGE.</p>	

**Officer Information**

125 - Officer Last Name GRIEBLING	125 - First Name CODY	125 - Middle Initial W	131 - Officer ID C448C
129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			

**OFFICER INFORMATION**

127 - City <b>SHEBOYGAN</b>	127 - State <b>WI</b>	127 - Zip Code <b>53081</b>	128 - Telephone Number <b>(920) 469-3333 Ext.</b>
132 - Date Notified <b>12/25/2016</b>	133 - Time Notified (Military Time) <b>0227</b>	134 - Time Arrived (Military Time) <b>0232</b>	135 - Date Of Report <b>12/25/2016</b>
	<b>C16-24429</b>	19 - Special Study	
18 - Agency Space <b>SQUAD 16</b>			

# ABRA Auto Body & Glass - West Allis

Workfile ID: 92213ae4  
Federal ID: 41-1484683

Right the First Time...On Time  
WestAllis@ABRAAuto.com  
1434 S 113TH ST, West Allis, WI 53214  
Phone: (414) 607-8810  
FAX: (414) 607-8830

## Preliminary Estimate

**Customer: LEE, THONG**

**Job Number:**

Written By: Dick Verbick

Insured: Policy #: \_\_\_\_\_  
Type of Loss: Liability Date of Loss: 2/1/2017 12:00 PM  
Point of Impact: 06 Rear

<b>Owner:</b> LEE, THONG 3208 N BOOTH ST MILWAUKEE, WI 53212 (920) 918-7660 Cell	<b>Inspection Location:</b> ABRA Auto Body & Glass - West Allis 1434 S 113TH ST West Allis, WI 53214 Repair Facility (414) 607-8810 Business	<b>Insurance Company:</b> CUSTOMER PAY
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## VEHICLE

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

VIN: 19UUA66284A072897	Interior Color: _____	Mileage In: 147,041	Vehicle Out: _____
License: LEE CPA	Exterior Color: BLACK	Mileage Out: _____	Job #: _____
State: WI	Production Date: 9/2004	Condition: _____	

### TRANSMISSION

Automatic Transmission  
Overdrive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat  
Memory Package

### DECOR

Dual Mirrors  
Tinted Glass

Console/Storage

Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control

Home Link

### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Cassette

Premium Radio

Satellite Radio

CD Changer/Stacker

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

### ROOF

Electric Glass Sunroof

### SEATS

Bucket Seats  
Leather Seats  
Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Traction Control  
Stability Control  
Rear Spoiler  
Xenon Headlamps  
Power Trunk/Gate Release

**Unrelated Prior Damage**

**Customer: LEE, THONG**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT DOOR</b>					
2	**	Repl A/M LT Mirror assy black pearl	76250SEPA01ZB	1	227.00	0.3	0.5
3		Add for Clear Coat					0.1
4		<b>MISCELLANEOUS OPERATIONS</b>					
5	#	Hazardous Waste		1	5.00		
<b>SUBTOTALS</b>					<b>232.00</b>	<b>0.3</b>	<b>0.6</b>

**NOTES**

Prior Damage Notes:  
LF DOOR MIRROR

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			232.00
Body Labor	0.3 hrs @	\$ 60.00 /hr	18.00
Paint Labor	0.6 hrs @	\$ 60.00 /hr	36.00
Paint Supplies	0.6 hrs @	\$ 40.00 /hr	24.00
Subtotal			310.00
Sales Tax	\$ 310.00 @	5.6000 %	17.36
<b>Grand Total</b>			<b>327.36</b>

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 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.

## Unrelated Prior Damage

### Customer: LEE, THONG

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AET4817, CCC Data Date 2/1/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.





**PINKEY'S CAPITAL AUTO BODY**

120 W. MELVINA ST., MILWAUKEE, WI 53212

Phone: (414) 962-3380

FAX: (414) 962-0670

Workfile ID: 6547ef9d  
Federal ID: 390985331  
State ID: 456-0000015257-03

**Preliminary Estimate**

**Customer:** lee, thong

**Job Number:**

Written By: Dave Feest

Insured: lee, thong  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
lee, thong  
(920) 918-7660 Business

**Inspection Location:**  
PINKEY'S CAPITAL AUTO BODY  
120 W. MELVINA ST.  
MILWAUKEE, WI 53212  
Repair Facility  
(414) 962-3380 Business

**Insurance Company:**

**VEHICLE**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI black

VIN: 19UUA66284A072897  
License: UNK  
State: WI

Interior Color:  
Exterior Color: black  
Production Date:

Mileage In:  
Mileage Out:  
Condition:  
Vehicle Out:  
Job #:

**TRANSMISSION**

Automatic Transmission  
Overdrive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat  
Memory Package

**DECOR**

Dual Mirrors  
Tinted Glass

Console/Storage

Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel

Climate Control

Home Link

Home Link

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

Cassette

Premium Radio

Satellite Radio

CD Changer/Stacker

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

**ROOF**

Electric Glass Sunroof

**SEATS**

Bucket Seats  
Leather Seats  
Heated Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control  
Stability Control  
Xenon Headlamps  
Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: lee, thong**

**Job Number:**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT DOOR</b>					
2	*	Repl LKQ LT Mirror assy blue pearl +25%	76250SEPA01ZA	1	81.25	0.3	
3		R&I LT R&I trim panel				0.6	
4	#	Refn mirror					1.0
5	#	Hazard Waste		1	4.00		
<b>SUBTOTALS</b>					<b>85.25</b>	<b>0.9</b>	<b>1.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			85.25
Body Labor	0.9 hrs @	\$ 58.00 /hr	52.20
Paint Labor	1.0 hrs @	\$ 58.00 /hr	58.00
Paint Supplies	1.0 hrs @	\$ 38.00 /hr	38.00
<b>Subtotal</b>			<b>233.45</b>
Sales Tax	\$ 233.45 @	5.6000 %	13.07
<b>Grand Total</b>			<b>246.52</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>246.52</b>

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.

**Unrelated Prior Damage**

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**Customer: LEE, THONG**

2004 ACUR TL Automatic 4D SED 6-3.2L Gasoline PGM-FI BLACK

**PARTS SUPPLIER LIST**

<b>Line</b>	<b>Supplier</b>	<b>Description</b>	<b>Price</b>
2	Keystone-Insurance-A-Minneapolis 3615 MARSHALL STREET NE MINNEAPOLIS MN 55418 (800) 328-1845 (612) 789-1919	#AC1320106 A/M LT Mirror assy black pearl	\$ 227.00

VI

R. C. No.         - 16 - 17        . By PUBLIC WORKS. April 17, 2017.

Your Committee to whom was referred R. O. No. 245-16-17 by the Director of Public Works submitting the 2016 Department of Public Works Annual Report of Operations; recommends the document be accepted and placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.12

R. O. No. 245 - 16 - 17. By DIRECTOR OF PUBLIC WORKS. March 6, 2017.

Submitting the 2016 Department of Public Works Annual Report of Operations.

*Pub. Works.  
approve*

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Director of Public Works



## **Department of Public Works**

# **2016 Annual Report of Operations**

***DPW Vision:***

***Provide a professional Public Works organization that will offer quality infrastructure and services, in a sustainable way that will contribute to making Sheboygan a desirable place to work, live and play***

***DPW Mission:***

***Improve the quality of life by effectively developing, maintaining and improving the infrastructure, natural resources and community services***

***David H. Biebel, Director of Public Works***

# DPW CONTACT LIST AFTER HOUR RESPONSE

EFFECTIVE DATE: Feb-17



<b>STREETS AND SANITATION DIVISION</b>					
<b>EMERGENCY CALL LIST</b>					
	SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
	Jason Blasiola	414-259-9913	414-732-9356	920-207-0226	920-459-3447
<b>Sewer Backups / Sewer Repairs / Sewer Problems</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Clark Kleinhans	920-893-2084	920-207-2537	920-980-4301	920-459-0223
2	Dave Groves	-	920-627-1451	920-207-4379	920-459-3456
3	Scotty Buboltz	920-565-4491	920-946-6971	920-946-6290	920-459-4096
<b>Street Cave-Ins / Holes / Street Problems</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Dave Groves	-	920-627-1451	920-207-4379	920-459-3456
2	Clark Kleinhans	920-893-2084	920-207-2537	920-980-4301	920-459-0223
3	Scotty Buboltz	920-565-4491	920-946-6971	920-946-6290	920-459-4096
<b>Barricade Requests / Traffic Control / Traffic Signage</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Bruce Matzdorf	-	920-918-2341	920-207-4378	920-459-0224
2	Dave Groves	-	920-627-1451	920-207-4379	920-459-3456
<b>Garbage/Recycling Collection</b>					
	NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1	Bruce Matzdorf	-	920-918-2341	920-207-4378	920-459-0224
<b>Water Leaks of Any Kind</b>					
	Water Utility	-	-	-	920-459-3800
	After Business Hours	-	-	-	920-459-3811

<b>ENGINEERING DIVISION</b>					
<b>EMERGENCY CALL LIST</b>					
<b>Engineering Related Items</b>					
	CITY ENGINEER	HOME #	CELL #	WORK CELL #	OFFICE #
	Ryan Sazama	-	920-207-6566	920-946-1882	920-459-3485
<p>*** If unable to make contact with individuals listed above, call Dave Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947</p>					

# DPW CONTACT LIST AFTER HOUR RESPONSE

EFFECTIVE DATE: Feb-17



<b><i>PARK/FORESTRY/CEMETERY EMERGENCY CALL LIST</i></b>				
SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
Joe Kerlin	-	920-889-8940	920-980-2733	920-459-3459
<b>Parks</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Brian Meulbroek	-	-	920-980-8290	920-459-3446
2 John Klemme	-	920-912-2630	-	920-459-3445
3 Dan Billman	920-564-6121	920-946-5805	-	920-459-3445
<b>Trees</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Kenneth Meinnert	-	920-207-7449	920-946-1881	-
2 Brian Meulbroek	-	-	920-980-8290	920-459-3446
<b>Cemetery</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Jim Lavey	-	920-917-8059	-	-
2 Linda McCabe	920-459-8237	920-889-0347	-	920-459-3442
3 Joe Kerlin	-	920-889-8940	920-980-2733	920-459-3459

<b><i>WASTEWATER TREATMENT FACILITY EMERGENCY CALL LIST</i></b>				
SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
Sharon Thieszen	-	262-705-9018	-	920-459-3464
<b>Accidental Discharges to the Sanitary Sewer</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Mark Wittstock	-	920-207-1754	-	-
2 Sharon Thieszen	-	262-705-9018	-	920-459-3464
3 Robert Butcher	920-452-6096	920-917-3014	-	-
<p>*** If unable to make contact with individuals listed above, call David Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947</p>				



# DPW CONTACT LIST AFTER HOUR RESPONSE

EFFECTIVE DATE: Feb-17



<b>FACILITIES &amp; TRAFFIC EMERGENCY CALL LIST</b>				
SUPERINTENDENT	HOME #	CELL #	WORK CELL #	OFFICE #
Mike Willmas	-	920-980-5270	920-207-9742	920-459-3444
<b>Buildings &amp; Grounds, City Buildings - Excluding Park Buildings</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Bernard Knutson	920-528-7752	920-980-4858	920-207-9741	-
2 Al Keitel	-	920-698-2004	-	-
<b>Traffic Division (Electrical)</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Bob Hayon	920-946-1970	920-980-3280	920-980-6416	920-459-3452
2 Al Fleisner	-	920-377-1202	920-946-9747	920-459-3452
3 Al Keitel	-	920-698-2004	-	-
4 Bernard Knutson	920-528-7752	920-980-4858	920-207-9741	-
<b>8th Street Bridge</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Bob Hayon	920-946-1970	920-980-3280	920-980-6416	920-459-3452
2 Al Fleisner	-	920-377-1202	920-946-9747	920-459-3452
*** If unable to make contact with individuals listed above, call David Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947				

<b>MOTOR VEHICLE/STOCKROOM EMERGENCY CALL LIST</b>				
SUPERVISOR	HOME #	CELL #	WORK CELL #	OFFICE #
Rick Ney	920-452-6335	-	920-980-3676	920-459-0248
<b>Motor Vehicle</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Mark Strains	920-565-2050	920-889-5052	-	920-459-3454
<b>Stockroom</b>				
NAME	HOME #	CELL #	WORK CELL #	OFFICE #
1 Rick Ney	920-452-6335	-	920-980-3676	920-459-0248
*** If unable to make contact with individuals listed above, call David Biebel on his cell phone at 920-946-2906 or home phone at 920-458-0947				

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## **Executive Summary**

The Department of Public Works is pleased to present this Annual Report for the calendar year 2016. Consistent with the department's mission – improving the quality of life by effectively developing, maintaining, and improving the infrastructure, natural resources and providing community services – the department will use this annual report to communicate the progress and state of the City through the activities accomplished by the Department of Public Works.

The department has 100 dedicated individuals facilitating the services necessary to accomplish the department goals and objectives and to meet the community's needs. Since 1970, the Department of Public Works has improved the efficiencies of its workforce through the addition of skilled workers and implementing technologies and equipment that provide a comparative advantage.

Although, the City's population has grown six percent since 1970, the area of the City has expanded by 50 percent, from a total area of 9.64 square miles in 1970 to 14.46 square miles today. Furthermore, the total miles of city streets has grown 39 percent over this same period from a total of 143.5 miles of City streets to 200 miles of City streets. Lastly, park acreage has nearly doubled to approximately 675 acres from 347 in 1970. All of these additions occurred while the Department's work force was being reduced by 53.7 percent from 216 full-time employees in 1970 to today's 100 full-time employees.

This annual report will demonstrate the Department of Public Works commitment to improving the quality of life within Sheboygan. It details the amount of services provided and where the Department is allocating its resources. It highlights the competing forces within the Department and how the Department responds and adjusts while meeting the objectives set forth in the budget and by the Common Council.

For this purpose, the Department of Public Works is proud to present the 2016 Annual Report to the Common Council. It is our goal to provide accurate information to help the Council answer questions from the citizens about public works issues. The Department of Public Works is committed to constant improvement, quality service and the betterment of Sheboygan.

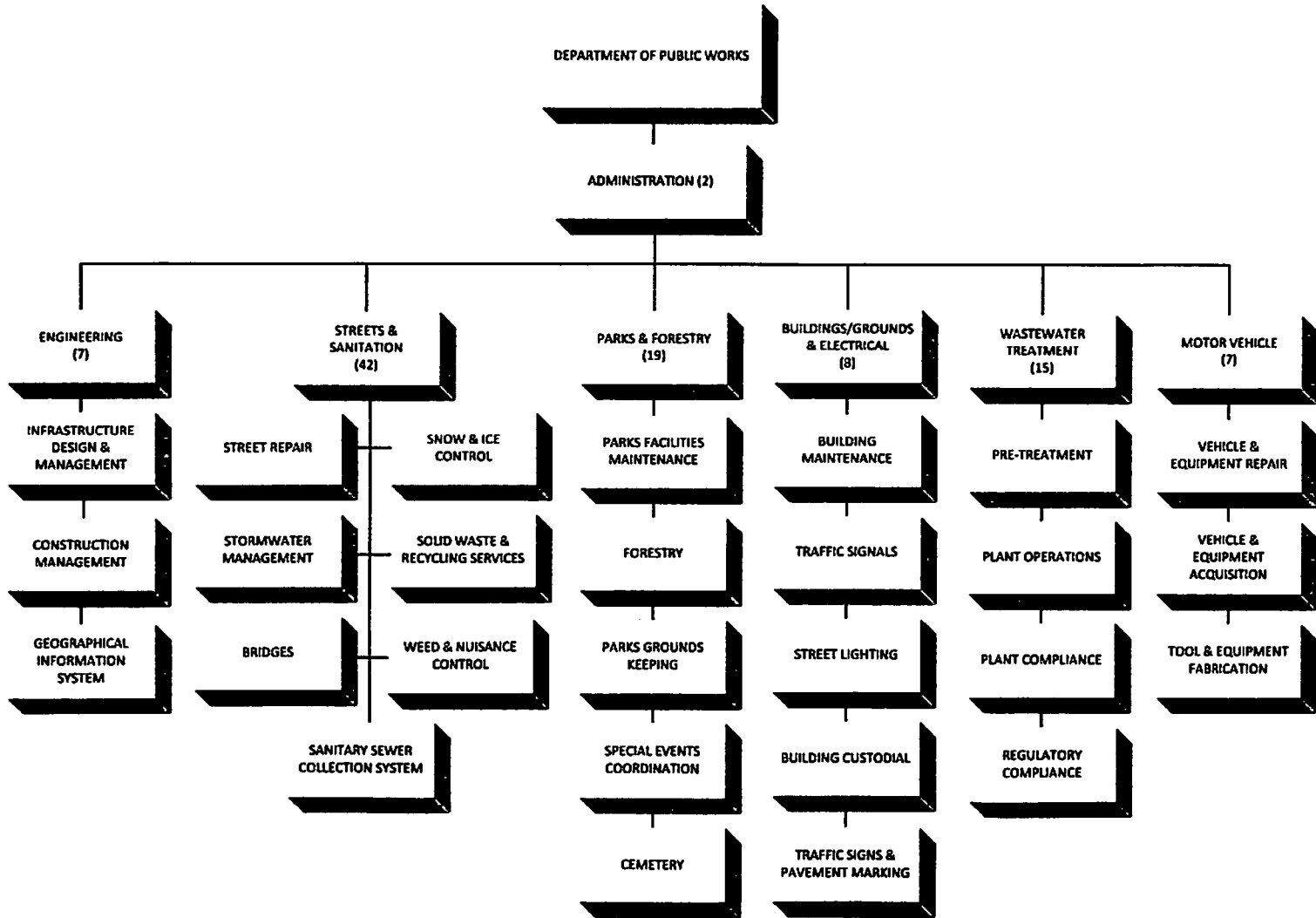


Table of Organization

**2016 Common Council**

Mayor Mike Vandersteen  
City Administrator Darrell Hofland  
City Clerk, Susan Richards  
City Attorney, Chuck Adams  
President, Mary Lynne Donohue  
Vice-President, Todd Wolf

1<sup>st</sup> Alderperson District

Todd Wolf .....John Belanger

2<sup>nd</sup> Alderperson District

Roman Draughon .....Tammy Rabe

3<sup>rd</sup> Alderperson District

Rosemarie Trester .....Mike Damrow

4<sup>th</sup> Alderperson District

Job Hou-seye ..... Mary Lynne Donohue

5<sup>th</sup> Alderperson District

Billy Thiel .....Scott Lewandoske

6<sup>th</sup> Alderperson District

Mark Hermann..... Bryan Bitters

7<sup>th</sup> Alderperson District

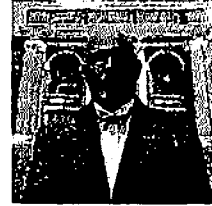
Andrew Schneider ..... Susan Holzschuh

8<sup>th</sup> Alderperson District

Joseph Heidemann .....Jim Bohren

**2016 Public Works Committee Members**

Chairperson .....John Belanger



Vice Chairperson ..... Billy Thiel



Member.....Jim Bohren



Member.....Bryan Bitters



Member.....Tammy Rabe



## **2016 Public Works Department – Mission and Goals**

### **DPW Goals:**

- *Provide quality infrastructure that conveys safe, efficient delivery of essential goods and services*
- *Provide clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life*
- *Deliver professional quality public service with a friendly and welcoming atmosphere*

### **DPW Objectives:**

#### ***Provide quality infrastructure that conveys safe, efficient delivery of essential goods and services***

- Construct, repair and maintain city streets, sewers and other critical infrastructure to ensure public safety
- Maximize agency relationships with other entities to coordinate expansion, maintenance and reconstruction of infrastructure in an equitable manner
- Develop public right of ways with designs that encourage accessibility and efficient movements
- Meet with key stakeholders early in the planning stage to gain understanding and informed consent
- Provide complete streets and use best practices to create clean and beautiful public spaces
- Continue to maintain environmental compliance below regulatory requirements
- Continue to operate the wastewater/storm water collection and treatment system in a fiscally sound manner for the benefit of our customers
- Evaluate all infrastructure for areas of insufficiency and develop an action plan to correct areas of concern
- Develop a five-year capital improvements program identifying and prioritizing the major infrastructure projects needed to meet the community's needs

#### ***Provide clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life***

- Collect and properly dispose, garbage, litter, debris, graffiti from public spaces creating a clean livable community
- Lead sustainability practices preserving natural resources and reducing energy consumption

- Preserve and maintain all facilities in a manner that provides a safe environment for the facilities' functions and occupants
- Maintain an adequate amount of active and passive recreational lands to meet current and future recreation needs
- Ensure that open space, recreation facilities and programs are designed to meet the special needs of all residents, especially senior citizens and the handicapped
- Coordinate subdivision review with all Divisions responsible for providing or maintaining adequate park facilities
- Continue to replace old and deteriorating recreation equipment at all City parks
- Continue to monitor and maintain existing park equipment to ensure its longevity and safety

***Deliver professional quality public service with a friendly and welcoming atmosphere***

- Retain, develop, and recruit individuals with self-motivation and personal responsibility while embracing diversity and overall understanding of our mission
- Provide training and acquire skills to allow individuals to succeed and grow
- Provide a safe, healthy, and supportive work environment valuing employee contributions to the community
- Improve the effectiveness, efficiency, and quality of DPW service delivery through employee development, technology and equipment
- Leverage the use of volunteers and public/private contractors to supplement the core levels of service needed
- Establish quality customer service mentality (treat others as you would want to be treated)
- Develop time management principals, scheduling – prioritization of activities through communication within the organization



## 2016 Public Works Department – Vital Statistics

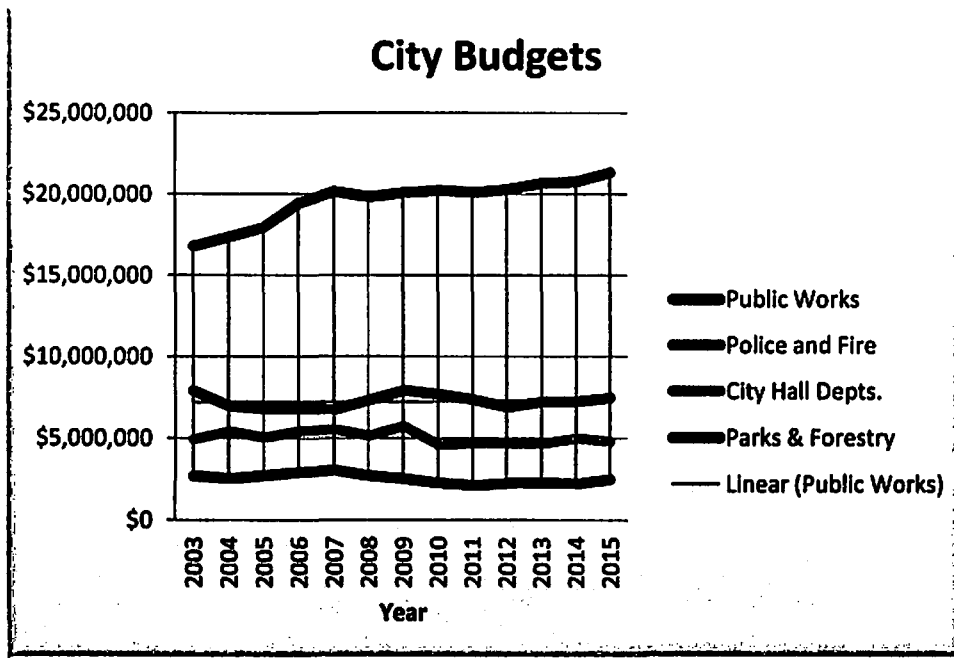
Area, Square Miles .....	14.814
Miles of Streets.....	199.7
Miles of Sanitary Sewers.....	171
Miles of Storm Sewers .....	102
Number of Bridges.....	19
Square Feet of Bridge Decks .....	185,212
Sewage Treated Daily – Millions of Gallons .....	11
Signalized Intersections.....	39
Parks .....	36
Park Acreage .....	705.45
Population .....	50,792
Trees.....	27,500
Signs.....	30,000
Lights.....	4,505

**Public Works Department Administration**

David H. Biebel ..... Director of Public Works  
 Wendy Gorges ..... Confidential Administrative Assistant  
 Linda McCabe ..... Cemetery Supervisor

The City of Sheboygan's Department of Public Works main purpose is to improve the quality of life by effectively developing, maintaining and improving the infrastructure, natural resources and community services. The administration is charged with the responsibility of developing strategy and ensuring the effectiveness of the department's activities in meeting the needs of the citizens of Sheboygan. This is accomplished through the effective planning, organizing, leading and controlling of all available resources within the department.

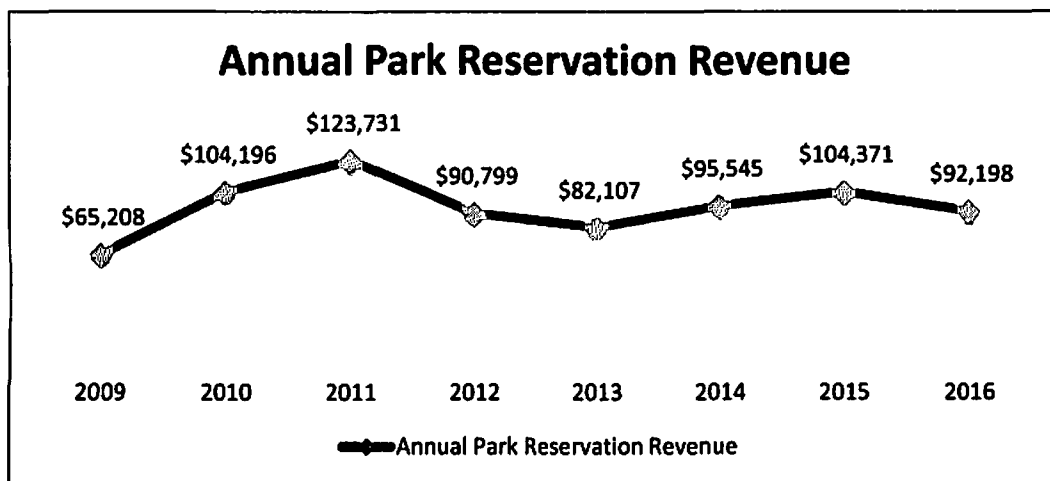
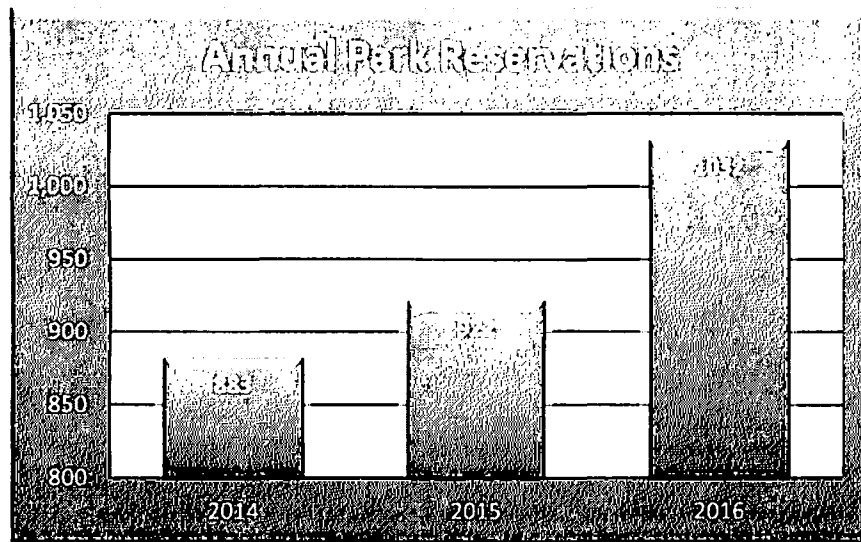
One of the most important functions of administration is preparing and controlling the department's budget. The current administration has been with the department since 1987, and has had the opportunity to participate in the development of the department's policies and budget. Overall, the Public Works and Parks budget has remained flat over the long term and well under the growth rates of other City departments as is shown in the chart below:



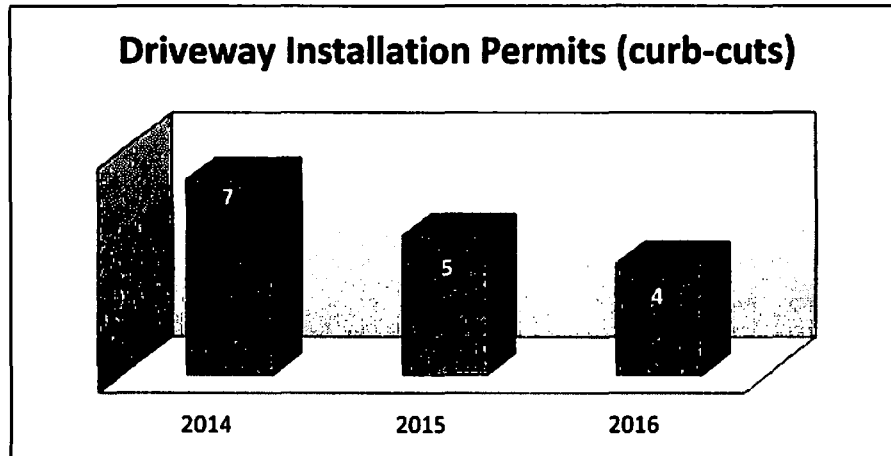
While the department's budget has remained relatively flat; the department's workload and demand for services is ever increasing. The operations of the department are not comparable to a commercial setting in which economic

demands determine the amount of labor and material needed. For example, the department does not have a fluctuation of orders for widgets, the garbage, streets and area of the City is always increasing. Furthermore, park usage is increasing and is one of the great assets of the community as shown on the annual parks reservation graph. Most importantly, a visitor's first impressions typically are the quality and cleanliness of our streets and parks.

The administration provides support services to all the divisions within the department by managing the budget, personnel transactions, customer requests and public information. The objectives of the administration are to support the necessary divisions in order for their personnel to effectively concentrate on accomplishing their objectives. In addition, the administration manages required reports for State and Federal agencies, grants, and the majority of permits and requests for service. Examples include: park permits, street right-of-way excavation permits, permits to occupy (dumpster permits), river boat slip leases.

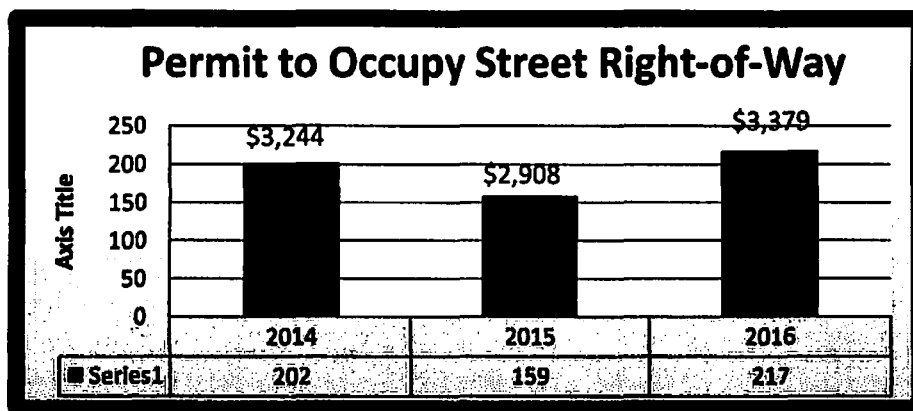


The Public Works office also handles all of the Municipal Driveway permits. Any resident wishing to cut an existing curb to install or expand a driveway must secure a permit through our offices. The purpose of this permit is to ensure proper placement of driveways so as not to cause problems. There is a small fee (\$25) for residential driveway permits. Also, a filing fee is charged for commercial driveways for recording at the Register of Deeds.



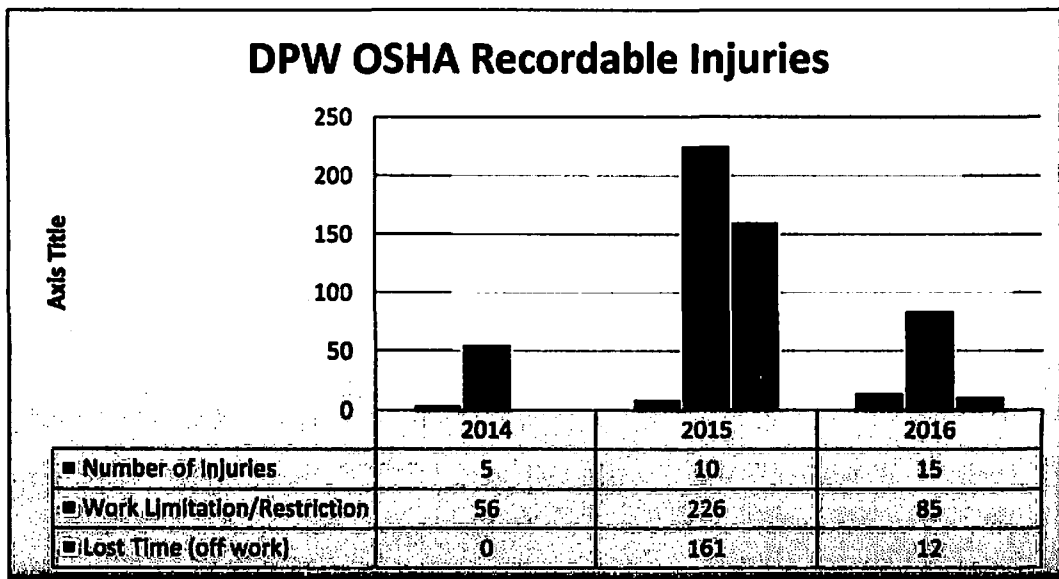
The department has seen a decrease in the number of driveway permits issued. There was an increase shortly after the adoption of the new winter parking rules which has been in effect for over a decade. Nevertheless the department encourages residents to develop and provide off-street parking. The permit issued the department allows for the proper placement of driveways to prevent issues. Off-street parking significantly helps the department in street sweeping, snow removal, garbage collections, tree trimming and other operations.

This is the same philosophy behind permits to occupy street right-of-way (ROW) or dumpster permits. This permit allows residents, businesses or contractors to occupy the street ROW, typically the parking lane, with equipment for extended periods of time. A fee is collected for this activity and is based on the length of time someone is occupying the street ROW. As a result, revenues are not directly proportionate to the number of permits.



Worker compensation claims can be a costly part of any business, especially in Public Works. The work that DPW needs to perform is especially dangerous. As a result, the administration is serious about protecting employees from injuries. Since 1991, the division had a full-time individual devoted to safety training and inspections. However, in 2010 the individual retired and the position has not been filled.

In late 2015, the department hired Mr. Jason Blasiola, Superintendent of Streets and Sanitation. Jason has a strong safety background with his previous employer, City of Milwaukee, and has made several safety improvements as indicated by the reduction in lost time in 2016 compared with 2015.



This year in an effort to engage employees and improvement work environments employees are ask to participate in discussions including safety and other topics to create a rewarding work environment. The division continues to strive for improving and providing a safe and enjoyable work environment for all employees as well as the public at our work zones.

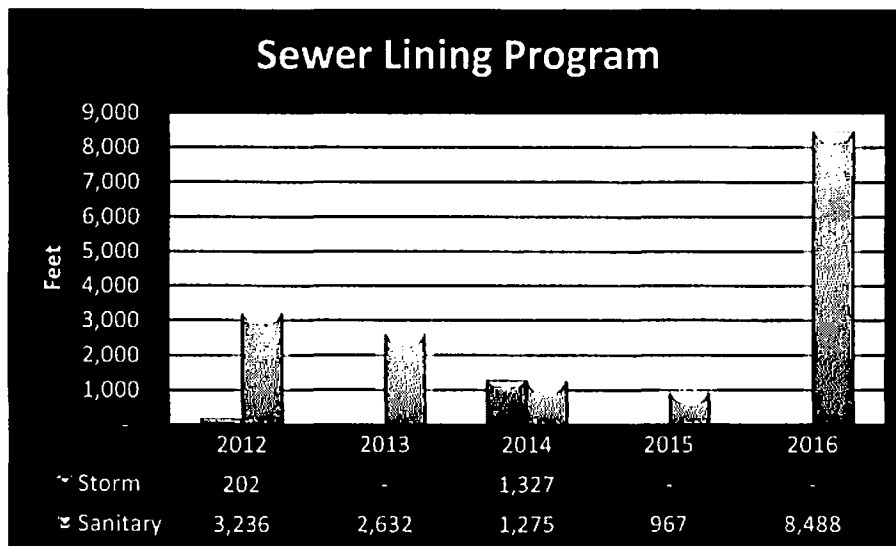
Overall, the administration is opening the lines of communication with the citizens of Sheboygan. In 2016, the department enhanced its use of social media (Nextdoor, Facebook, Twitter and Website) by providing real-time updates on road closings, construction detours, snow removal operations, garbage collection schedule changes and other critical information. In addition, the administration gives public presentations to civic groups and schools on public works projects and programs.

## Engineering Division

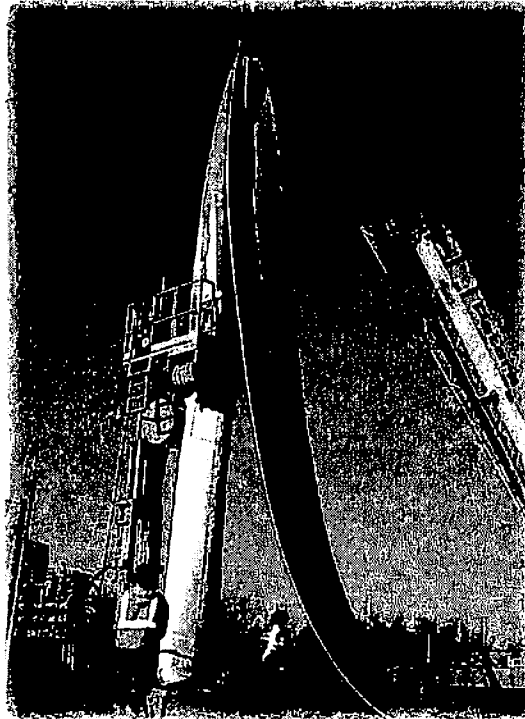
Ryan Sazama, P.E. ....City Engineer  
 Kevin Jump, P.E. ....Civil Engineer/Project Manager  
 Scott Isaacs, P.E..... Environmental Engineer  
 Mike Born, ..... City Surveyor/Engineering Technician  
 Vic Gatawakas ..... Senior Engineering Technician  
 Tom Horness .....Senior CAD Technician  
 Jordan Sucha .....Engineering Technician

The Engineering Division of the Department of Public Works is responsible for the design and inspection of the City's infrastructure. Engineering has five main areas of concentration: planning and design, construction management (including inspection), surveys, maps and records, engineering management and consultant oversight. Through its programs and services the Engineering Division seeks to improve the quality of life within the City by designing and ensuring the quality of infrastructure expansion and improvement projects. The Engineering Division has a total of seven full time employees.

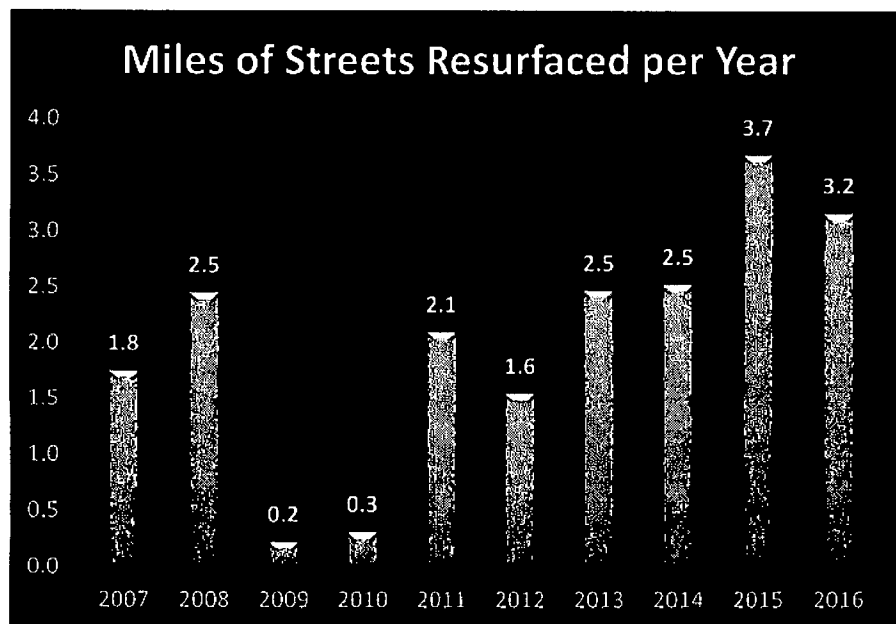
The main function of the Engineering Division is managing major infrastructure improvement projects (capital improvements program). Since 1995, the City of Sheboygan has invested over \$30 million in infrastructure improvements. The annual street resurfacing program provides the majority of street improvements. However, State and Federal funding for connecting highways provides for the major reconstruction projects. Furthermore, new subdivision development requires the expansion of streets and sewer systems.



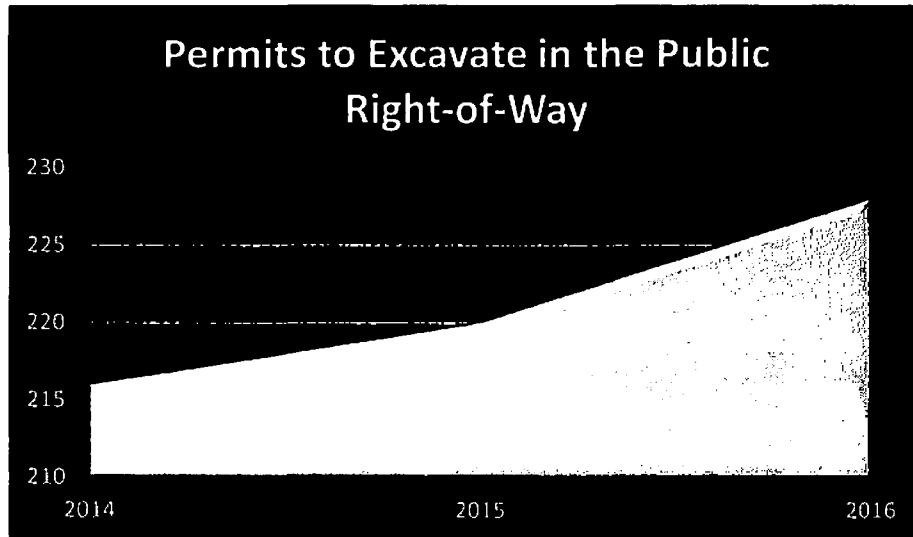
Since 2012, the Division has relined CIPP (curb-in-place-pipe) over three miles of sanitary sewer and approximately .25 miles of storm sewer. In addition to sewer construction, the Division reconstructed or resurfaced 20.4 miles of new City streets since 2012.



Liner Being Inserted Into Sewer Pipe

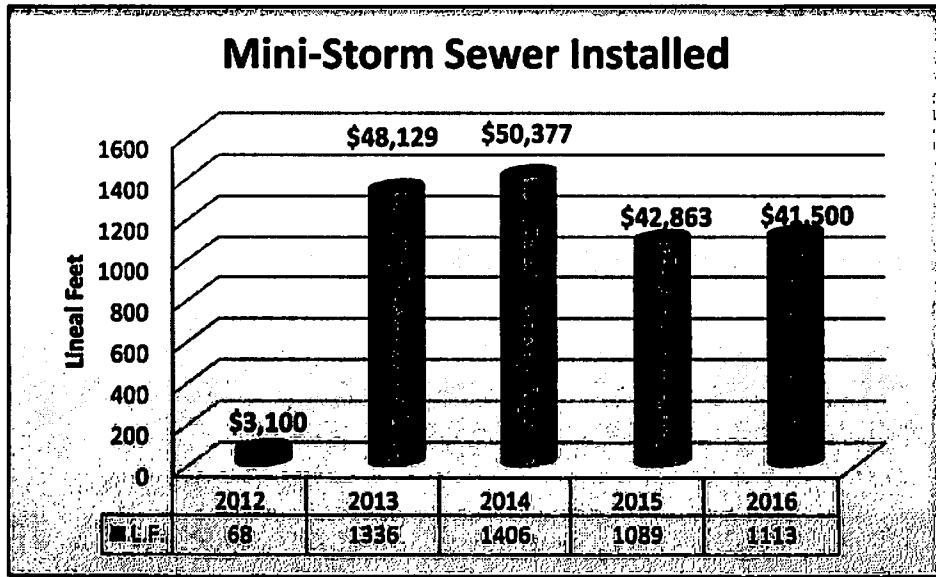


The engineering division also manages the utility cuts or excavations within the street right-of-way. This is an important program that ensures proper pavement restoration is performed. Poorly restored excavations in the street right-of-way lead to accelerated pavement deterioration.



In addition and over the same time period, the Engineering division has designed and installed over \$185,000 of mini-storm sewers in the City. Since the flood of 1998, the division has taken an aggressive approach to solving clear water problems. This program continues to grow; however, the Engineering division now requires storm sewer laterals in any new construction to ensure sump pumps are not discharged into the sanitary sewers.





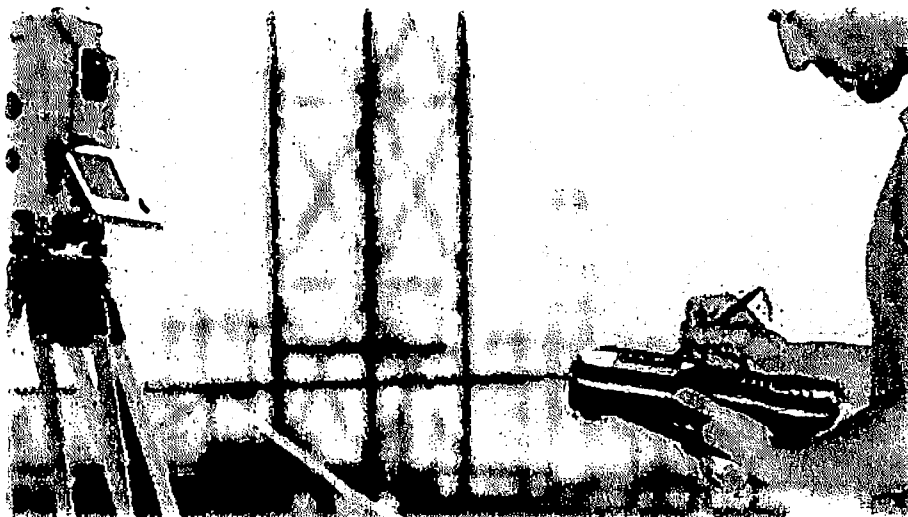
Mini Storm Sewer Installation - Backyard

Engineering also maintains all the mapping and data regarding the City's infrastructure. The City's base map is now digitally produced. It will be the foundation for all of the infrastructure and data to be captured geographically. The majority of city services, even those outside of public works, are geographic in location.



Computer Aided Design Station

Surveying data is also captured digitally and downloaded into the mapping and design software greatly enhancing the accuracy as well as speed to alter designs and review alternative layouts. Although the engineering division is technologically advanced, several of the staff has been with the Division many decades providing key historical references and information.

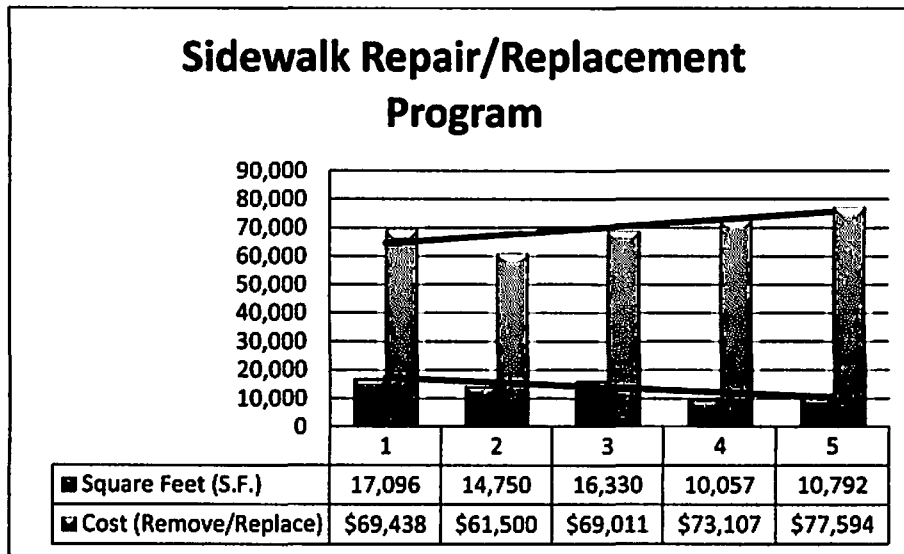


Computer Surveying/GPS Equipment

Engineering manages the City Sidewalk Program, which inspects defective sidewalk and orders their replacement. It is the City's responsibility to maintain a safe pedestrian walkway and failure to do so may result in future liability. Once notified of a defective sidewalk, the property owner has the option to do the work him or herself, hire their own contractor, or contract with the City's contractor for the sidewalk replacement. With approximately 350 miles of sidewalk, this program is ongoing.

### Sidewalk Repair/Replacement Program

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Square Feet (S.F.)	17,096	14,750	16,330	10,057	10,792
Cost (Remove/Replace)	\$69,438	\$61,500	\$69,011	\$73,107	\$77,594
Cost per S.F (Install Only)	\$2.93	\$3.05	\$3.15	\$5.25	\$5.80



**Parks, Forestry & Cemetery Division**

Joe Kerlin .....	Superintendent of Parks, Forestry & Cemetery
Ken Meinnert .....	Leadman
Brian Meulbroek .....	Leadman
John Klemme .....	Maintenance Worker IV
Dan Billmann .....	Maintenance Worker III
Tim Bull .....	Maintenance Worker III
Jason Harrison .....	Maintenance Worker III
Jim Lavey .....	Maintenance Worker III
Tom Perl .....	Maintenance Worker III
OPEN .....	Maintenance Worker III
Richard Beseler .....	Maintenance Worker II
John Burkard .....	Maintenance Worker II
Ryan Cyr .....	Maintenance Worker II
Dan Gilbertson .....	Maintenance Worker II
Mike Johnson .....	Maintenance Worker II
Chad Prisinger .....	Maintenance Worker II
Neil Sprangers .....	Maintenance Worker II
OPEN .....	Maintenance Worker II

The Parks, Forestry & Cemetery Division of the Department of Public Works main purpose through its facilities, programs, services and personnel, seeks to enhance the quality of life and environment; to acquire, conserve and protect natural resources; and to provide leisure opportunities for the benefit of its present and future citizens.

**Parks, Forestry & Cemetery Goals include:**

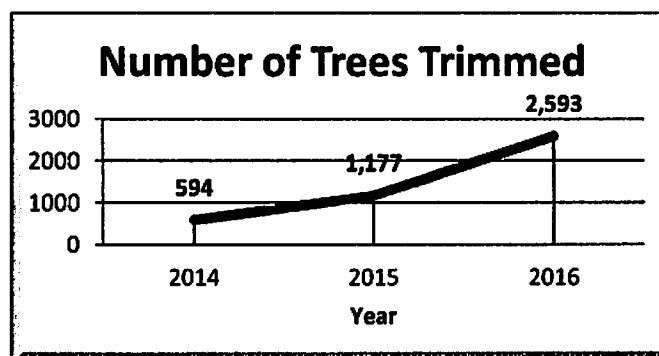
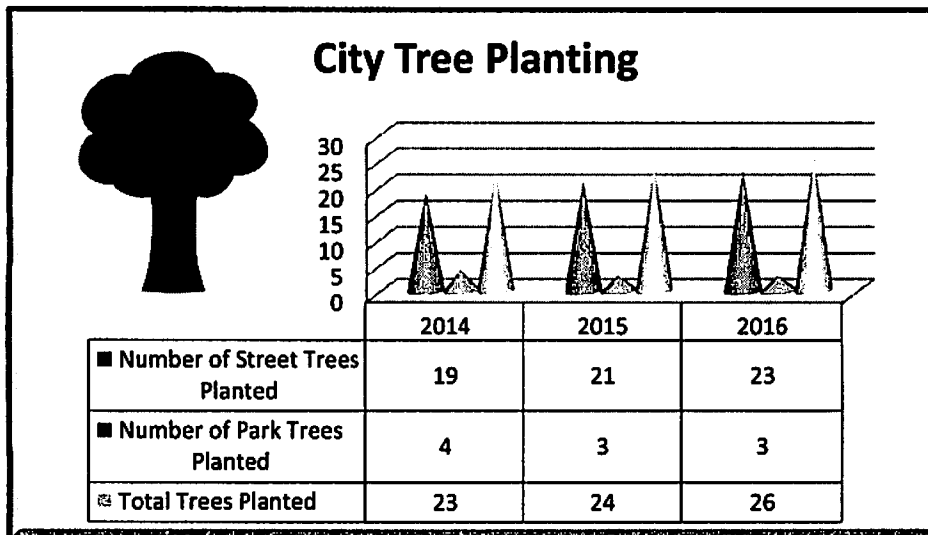
- Provide appropriate financial support for park, recreation and open space needs
- Develop an attractive diversified park system comprising of imaginatively designed indoor and outdoor areas and facilities to meet the varied interests of the residents
- Maintain the park system, in accordance with high standards, so as to contribute to the beauty, charm and quality of life of the City of Sheboygan
- Cooperate with and support the Sheboygan Area School District in the joint planning, design, development and operation of areas and community, recreation and education programs
- Utilize land and water resources in cooperation with both public and private agencies for the maximum development of recreation programs and services
- Maintain high standards in leadership, facilities and equipment consistent with the Department of Public Works and the City of Sheboygan's mission
- Provide for the planting, maintenance and preservation of all trees and flora on City owned properties

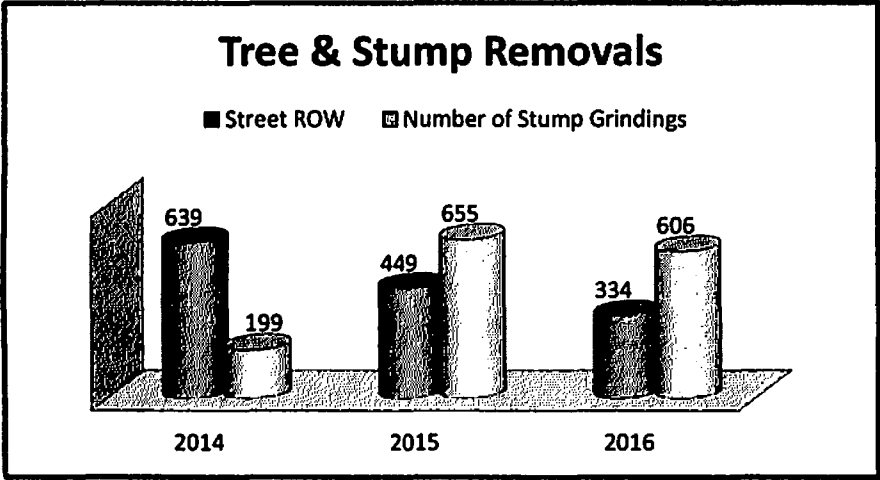
## Forestry

The City of Sheboygan has been named "Tree City USA" for the last 39 years, longest running in the State. The Department of Public Works Forestry Division is also part of the Parks Division. There are four full-time forestry employees that care for 23,000 street trees and the park trees. During the winter months, another three person crew aids in the trimming of the street trees.

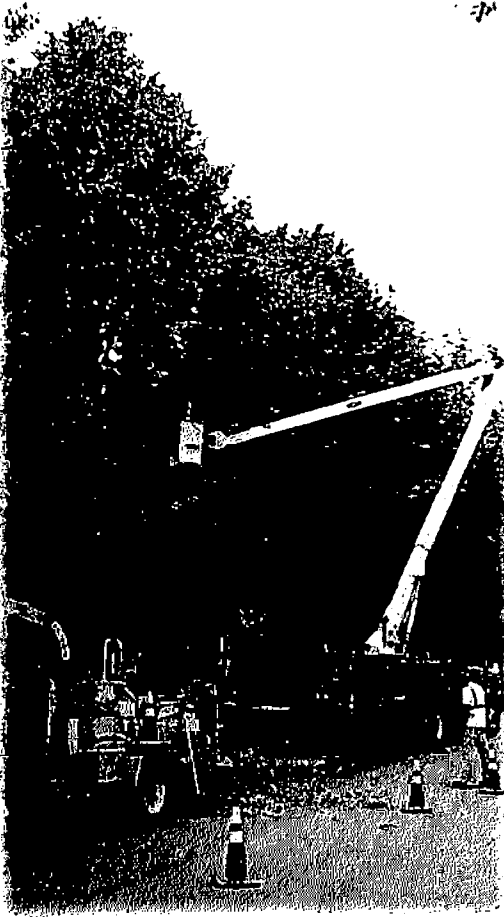
In 2016, the City Council accepted its first Urban Forestry Management and EAB Plan. It also developed a planting plan, inventorying over 3,000 possible street planting sites. Tree planting and Ash Tree management will be a priority in 2017.

There is a direct correlation between the number of trees removed and the number of trees trimmed. The more trees that need to be removed, the less time for tree trimming. In 2014 and 2015 there was a high number of tree removals. In 2016, less trees were removed which resulted in more trees being trimmed. Department efficiencies and the ability to have a second tree crew longer because of a mild winter, also helped in the trimming of more trees.





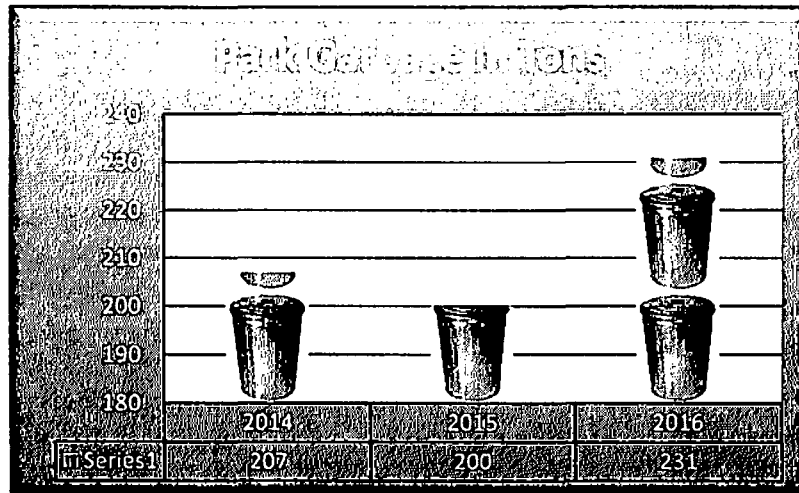
With an increase in tree removals in 2013 and 2014, there was also an increase in stumps to be removed. It took the forestry crew several years to remove all stumps from the previous and current year's removal. This was finally completed in 2016.



City Tree Trimming (Elevating)

## Parks

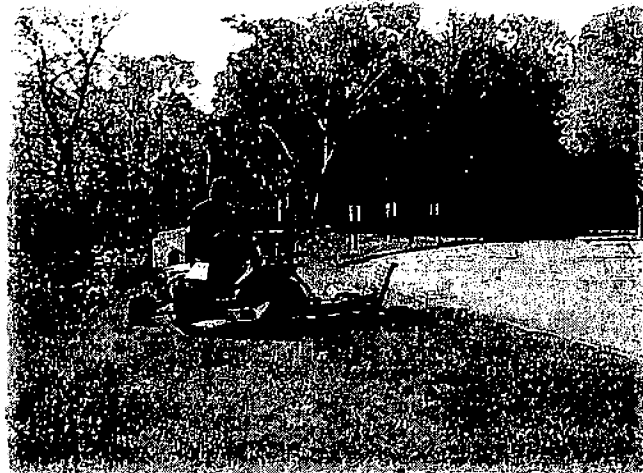
The Parks section is responsible for maintaining and improving the City Park system. One activity is garbage collection. The last three years have been fairly stable in the amount collected. In 2016, the slight increase could be contributed to an early spring. Good weather and increase park rentals attribute to higher usage and increased park garbage.



Along with garbage collection, the Park's Maintenance crew performs a variety of functions to ensure a clean, safe and enjoyable park environment. Grass cutting, park buildings, park bathrooms and park maintenance dominate the summer season. The parks crew cares for 11 open shelters, 6 enclosed shelters, 1 band shell, 19 playgrounds, 2 splash pads, 1 archery range, 3 beaches, 36 parks and over 536 park acres. There are over 130 acres of parks to mow. The division is also responsible for mowing street boulevards.



Park Maintenance Crew



In addition to routine maintenance items, the Parks division is responsible for delivering park equipment to the major festivals and smaller gatherings within the park system. The division charges fees for the use and delivery for extra parks equipment at events. Other than equipment and park rental fees the majority of the parks are available at no charge to residents and non-residents. The division does have a higher fee for non-residents.

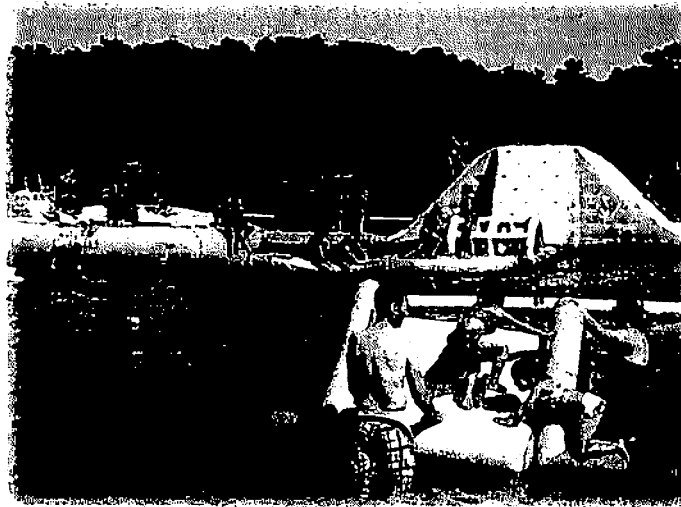
Park Equipment Used 2016

Event	Park	4' Bench	Straight Tables	Straight Bench	Combo Tables	Mobile Stage	Wood Stage	Old Stage	Grills	Snow Fence	Garbage Barrels	Trailer Chairs	Dance Floor	Bleachers
Brat Days	Kiwanis		40		80	1		1		45 Rolls	80			
Graduation	Vollrath	200+				1					40	1	1	
Greeks	Deland	15	40	20	30	1					30			
Gus Macker	Deland		20		11				3ckn					3
Ice Bowling	Blue Line		24	16		1							1	
July 4th	Lakefront		89	80	106	1			4	6 Rolls				
Lakeshore Wknd	Blue Harbor		90	32	70	1	1			8 Rolls	50	1	1	
Misc. Permits	All over town	118	152	116	303	2	4		39	136	210	4	3	6
<b>Totals</b>		<b>333</b>	<b>455</b>	<b>264</b>	<b>600</b>	<b>8</b>	<b>5</b>	<b>1</b>	<b>43</b>	<b>195</b>	<b>410</b>	<b>6</b>	<b>6</b>	<b>9</b>
										<b>9,800'</b>				



Jaycee Park/Quarryview has become a destination park. The old quarry is spring fed and provides area residents with the opportunity for summer swimming activities. In 2013 the City partnered with a private company to provide a true destination Aquatic Park. The company leases the Quarryview Center and beach; provides beach activities, shallow swim area and an inflatable area where users must wear a lifejacket. Stand up surf board, kayaks and other water equipment can also be rented and used in the Quarry. An entry fee is required for Aquatic Park.

A long-rang plan needs to be completed for this area. Jaycee Park provides several recreational actives including the Quarryview Center and beach, disk golf course hiking and mountain bike trails. This park is also positioned along a beautiful stretch of the Pigeon River.



Sheboygan Quarry

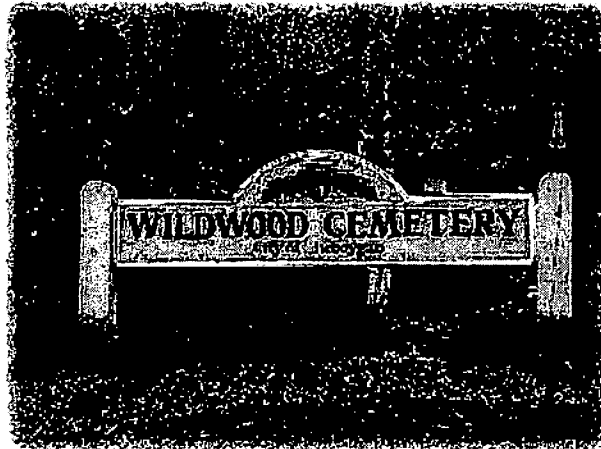
However, the facility is limited in future expansion. The long-range plan for the Division is to study the feasibility of establishing an outdoor pool and splash pad activity center. Given the success of the Quarry, this idea needs further inquiry.

The Division also issues dive permits for persons wishing to dive at the Quarry. Persons diving at the Quarry must be Professional Association of Diving Instructors (PADI) certified in order to receive an annual permit. There is no charge currently for this permit.

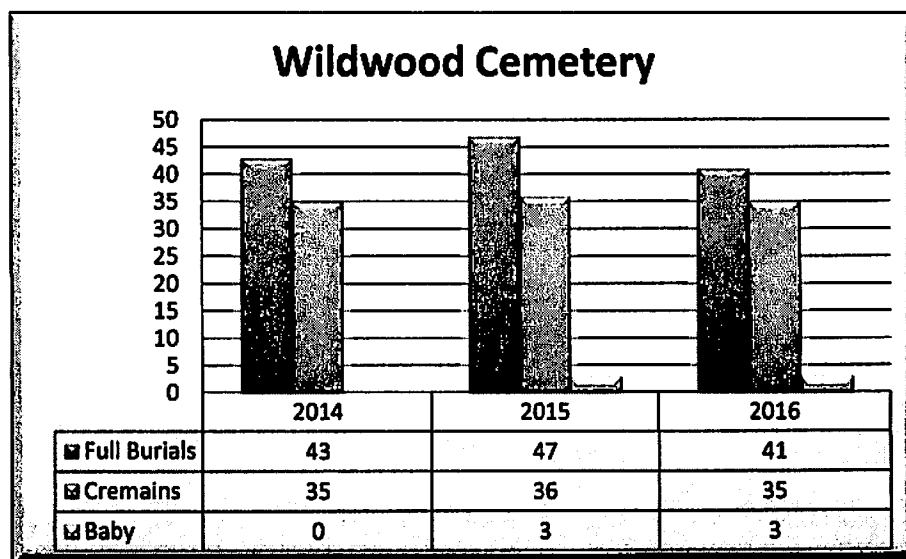
Another popular City park destination is the Elwood H. May Environmental Park. This facility is unique in that it remains in a natural state. Its primary focus is environmental education and stewardship. Over the past few years, there have been several staffing changes. Until 2012 the City provided a Director, Naturalist and a Caretaker. In 2012, the Director was given a new position as Superintendent of Parks and Forestry for the city, leaving Maywood without a Director on site. In 2015, the Maywood Trust worked with the City to provide a Director again in exchange for a Naturalist. The City provides the financial support for the Director but the position is

employed by the Maywood Trust. In 2016 a Management Plan was also completed for the Park.

**Wildwood Cemetery**



The City of Sheboygan, Department of Public Works has owned and operated the Wildwood Cemetery since the 1850's. The cemetery is 62 acres and has over 25,000 graves with perpetual care, with approximately 20,000 burial lots remaining. Of the 62 acres, 40 acres are intensively maintained and the remaining 22 acres are reserved for future use. The cemetery has one dedicated full-time employee, and is supported by Park staff and seasonal employees to provide quality death-care services to families in their time of need.



## Streets & Sanitation Division

Jason Blasiola .....	Superintendent of Streets & Sanitation
David Groves.....	Supervisor of Operations
Scotty Buboltz .....	Leadman
Clark Kleinhans .....	Leadman
Bruce Matzdorf .....	Leadman
Brandon Munnik .....	Maintenance Worker III
Nick Binsfeld .....	Maintenance Worker IV
Ben Mohar.....	Maintenance Worker IV
Kevin Prisinger .....	Maintenance Worker IV
Mark Wilhelm .....	Maintenance Worker IV
Chris Anderson .....	Maintenance Worker III
Mark Kuhfuss .....	Maintenance Worker III
Jason Brill .....	Maintenance Worker III
Adam Gilson .....	Maintenance Worker III
Travis Hill.....	Maintenance Worker III
Gene Kunstman .....	Maintenance Worker III
James McKenzie .....	Maintenance Worker III
Maurice Vreeke.....	Maintenance Worker III
Matt Yancey.....	Maintenance Worker III
OPEN .....	Maintenance Worker III
Tim Allee .....	Maintenance Worker II
Mike Bender.....	Maintenance Worker II
John Bridges.....	Maintenance Worker II
Jim Brom .....	Maintenance Worker II
Chad Jones .....	Maintenance Worker II
Chad Kuehn .....	Maintenance Worker II
Travis Larson .....	Maintenance Worker II
Tyson Pitsch .....	Maintenance Worker II
Scott Plehn .....	Maintenance Worker II
Nate Schanno .....	Maintenance Worker II
Brian Schmitt .....	Maintenance Worker II
Tom Trumm.....	Maintenance Worker II
Rick Van Der Vaart .....	Maintenance Worker II
James Gilliam .....	Maintenance Worker I
Robert McNitt .....	Maintenance Worker I
Mark Polich .....	Maintenance Worker I
Dave Smith.....	Maintenance Worker I
OPEN .....	Maintenance Worker I

The Streets & Sanitation division is the largest division within the DPW. The division has 39 full-time employees. Street excavation repairs, tarring or crack filling, pothole repair, asphaltting and concrete work are some of the most common activities. In addition to street maintenance, sanitation handles the garbage and recycling program, drop-off site and sewer maintenance and construction. Street sweeping is

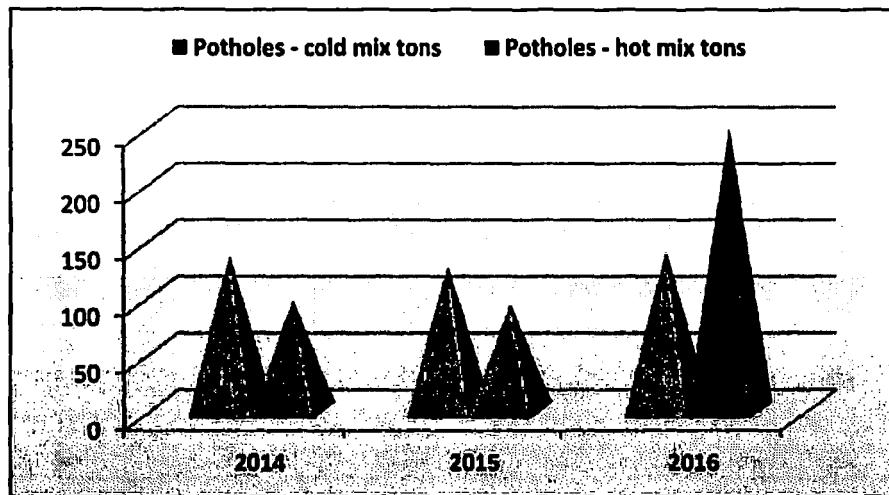
yet another function within this division; as well as snow and ice removal, barricading and celebrations.

### Street Maintenance

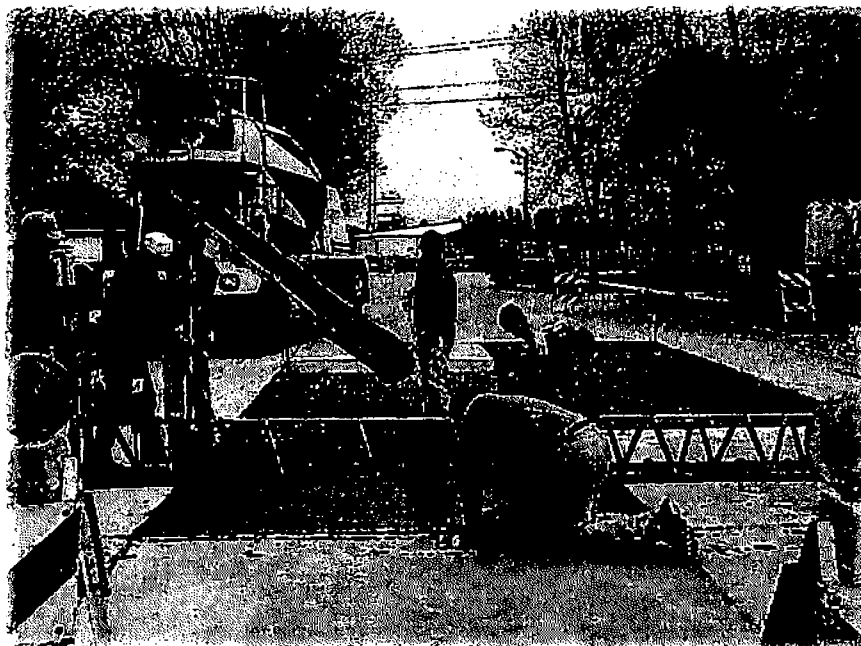
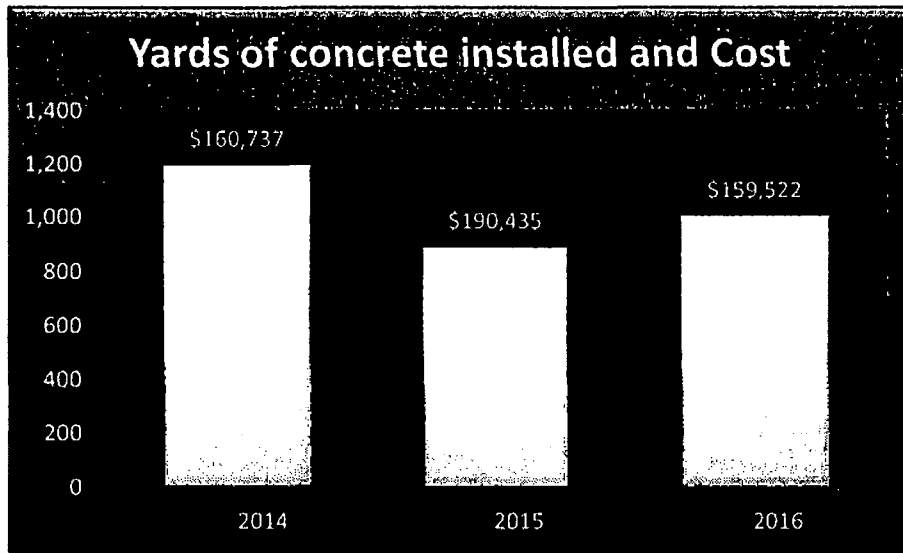
Street maintenance is one of the major functions within the division and most costly. In 2005 the budget for street maintenance was \$1.35 million. In 2016, the budget was \$1.41 million. The division performs street repairs as well as repairs from contractor's utility excavations within the street right-of-way.

The streets division has made a concerted effort to fill pot holes using hot mix asphalt during the construction 2016 season. By using hot mix it makes a better longer lasting repair. As shown in the graph below DPW placed 248 tons of asphalt in 2016 as compared to 93 tons in 2015.

During the winter month when hot mix is unavailable, cold mix asphalt is the only alternative. Cold mix asphalt does not adhere to road surface and will evenly come loose. DPW makes every effort to revisit these areas and install hot mix during the summer months.



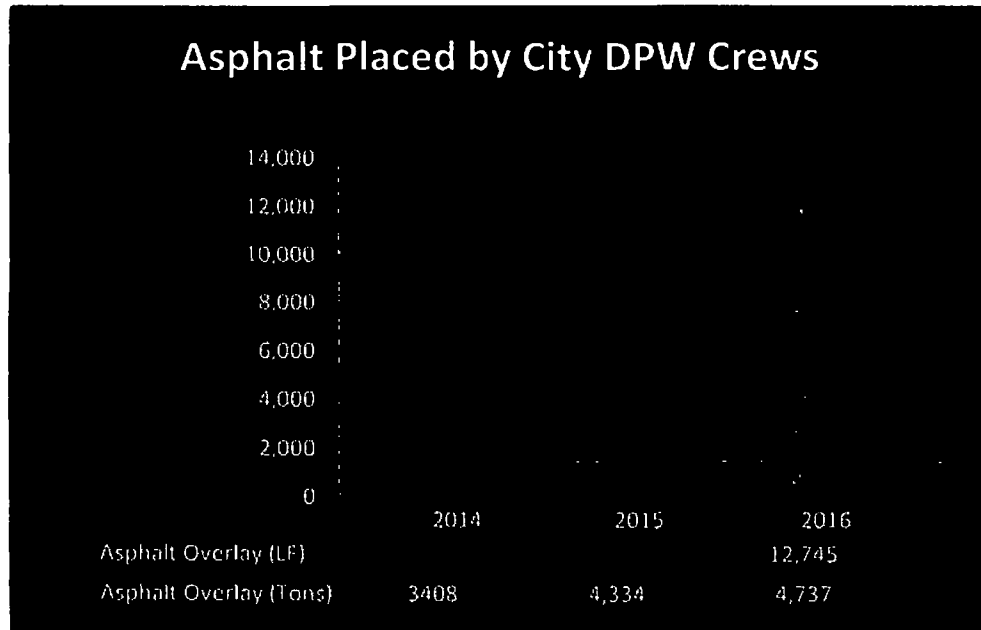
According to the data provided below, the division has experienced a downward trend in the quantity of concrete used. This is due to a variety of reasons. The division is using more asphalt with an asphalt paver. The Water Utility and Wisconsin Public Service (gas) are performing their own street repairs as a result of their work. This work is inspected by the division to ensure quality and to prevent premature failures. Overall, the division is pleased with this arrangement because it allows our crews to concentrate on more important repairs and maximize the effectiveness on street repairs.



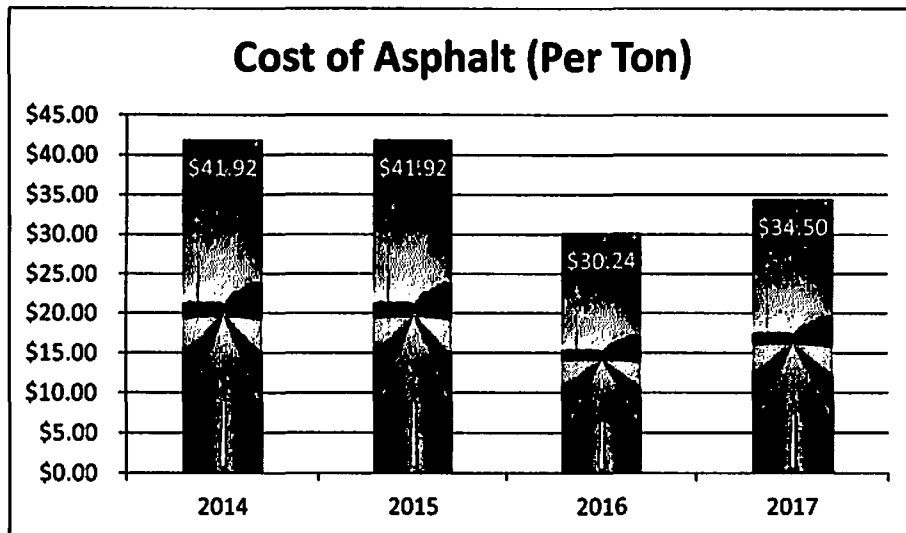
Concrete Crew

Asphalt is placed on streets with blacktop overlays. Furthermore, streets are resurfaced with asphalt when the pavement becomes deteriorated. The division purchased an asphalt paver in 2000, which allows the DPW to pave large areas that were not possible previously. In 2017 DPW will take delivery of new asphalt paver. As a result, the division has had large increase in the amount of tons used. For example,

the work on North Avenue, Sulk Trail, South Water Street, North 20<sup>th</sup> and Wilgus Ave was completed entirely with DPW forces. DPW placed 4,737 tons of Asphalt with the paver and overlaid 12,745 linear feet of asphalt in 2016.



DPW purchases the majority of the asphalt that we use from Sheboygan County Highway Department. The end result lowered our overall cost per ton.



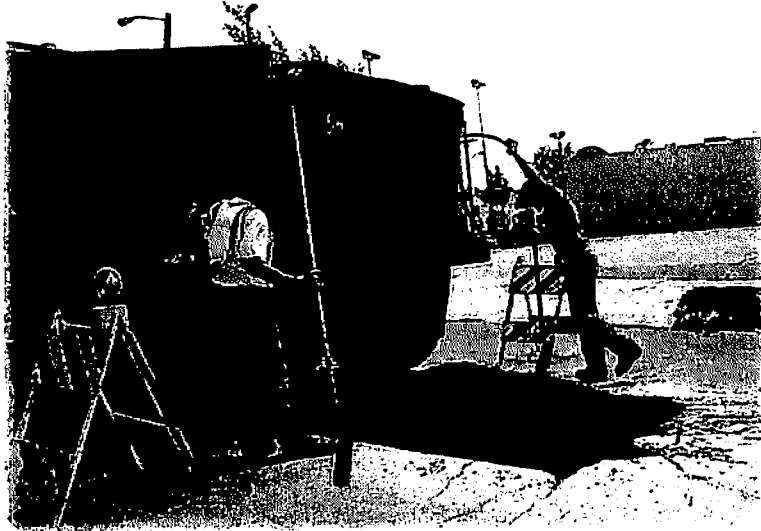


Asphalt Paver

Street Right-of-Way (ROW) excavations (service holes) occur when contractors need to dig within the street ROW to repair, replace or install utilities. It is important to regulate this activity to ensure protection not only of the street but other underground utilities as well. Street excavations disrupt traffic and public services. Therefore, coordination of street ROW excavations is important to protect existing utilities and maintain the integrity of the street network.

In previous years, the Street Division would perform all the repairs. This activity would take a considerable amount of time and resources away from other street division projects. Therefore, the division has shifted this work back to the contractor's or utilities performing street ROW excavations. Although others are now performing the work, the division ensures the quality of the repair through the permit process and frequent inspections.

Overall, the division has witnessed an increase in the amount of utility service holes in city streets. Telecommunications deregulation has opened the competition and the result is more companies installing new communication wires. In addition, the gas utility has been systematically upgrading their infrastructure.



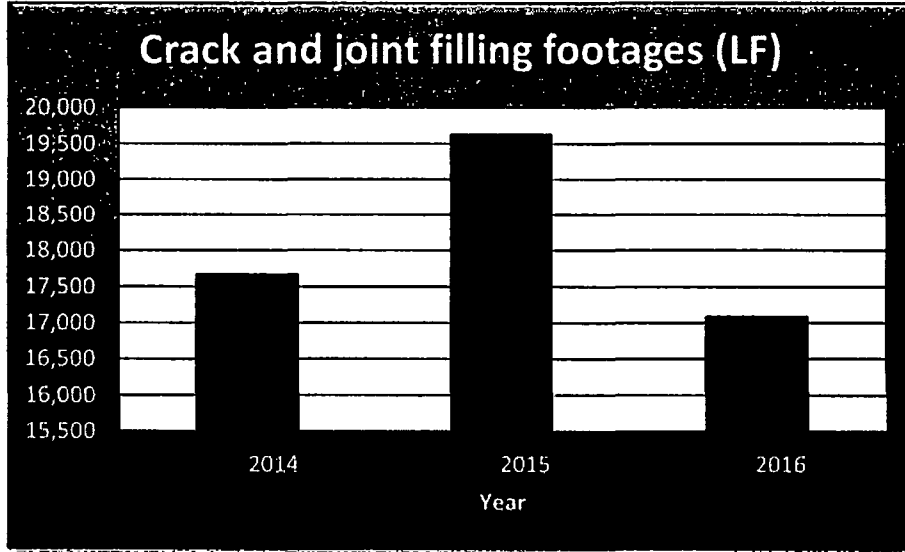
Street Excavation Patch

Crack filling is performed on a two-year, five-year and ten-year cycle, in that streets with asphalt overlays or new streets have cracks filled during these time periods. It is very important to fill cracks to prevent water from penetrating into the pavement, which will cause further deterioration. This program started in 1985 and has been very successful.



Crack Filling on Asphalt Overlay

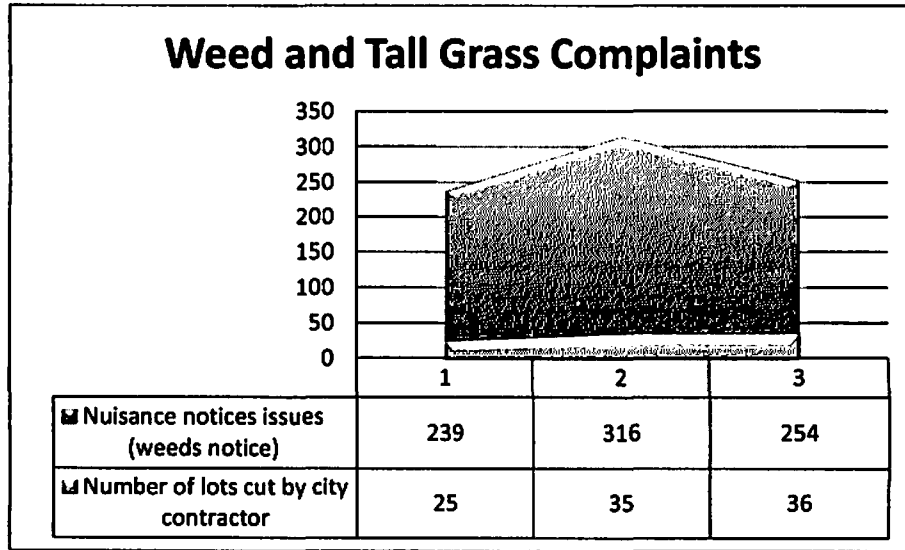




Another function the streets division is responsible for is the response and control of noxious weeds and tall grass complaints. The division takes calls on a complaint basis and will respond to verify if there is a problem. The supervisor notifies the property owner when a violation is discovered and gives 48 hours' notice to cut the weeds or grass.



A follow-up inspection is then necessary to see if the problem has been rectified. If not, the supervisor will then notify the City's contractor to proceed with cutting the weeds or grass. As one can imagine, this process is time consuming. However, it is a necessary program that helps maintain the high quality of life within our community.

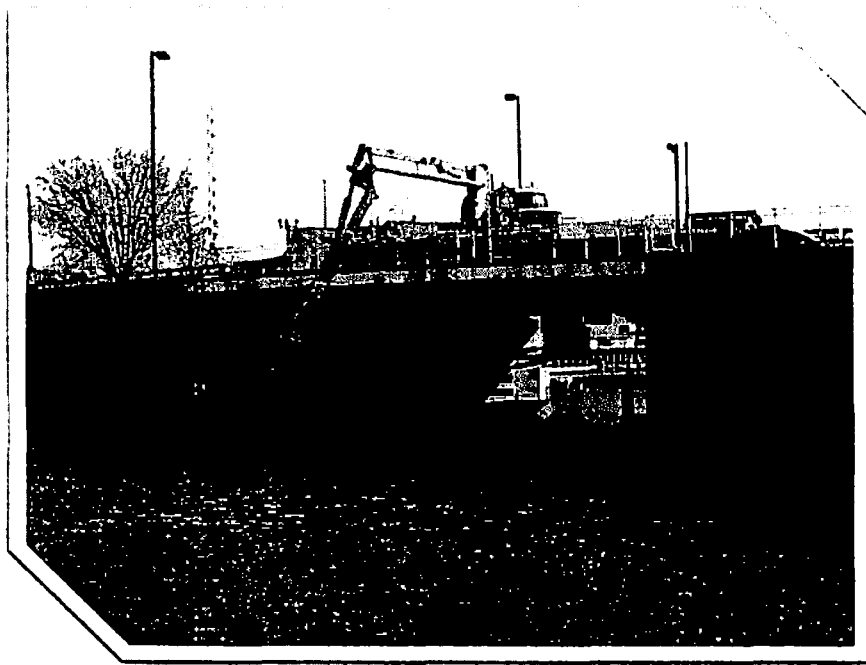


### Bridge Maintenance

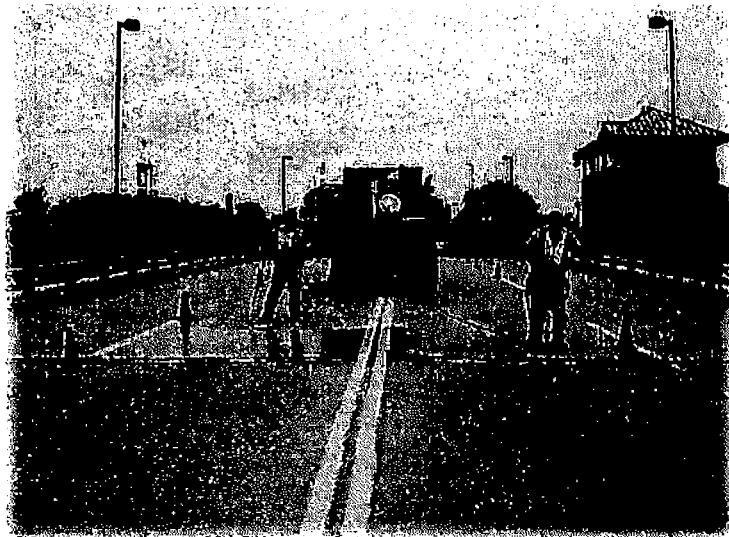
Bridge maintenance is another major function under the Street and Sanitation division. The City has 16 bridges with over 153,000 square feet of bridge decking. The 8<sup>th</sup> Street bridge over the Sheboygan River is the most expensive bridge in terms of maintenance and operation. The bridge has a lift span that must be opened for maritime traffic. From May 1 through October 31 the bridge is staffed with tenders that open and close the bridge for boaters.

There has been a significant drop in the number of bridge lifts for boaters. This is mainly attributed to the low lake and river levels; nevertheless, boating west of the 8<sup>th</sup> Street Bridge has declined from previous years.

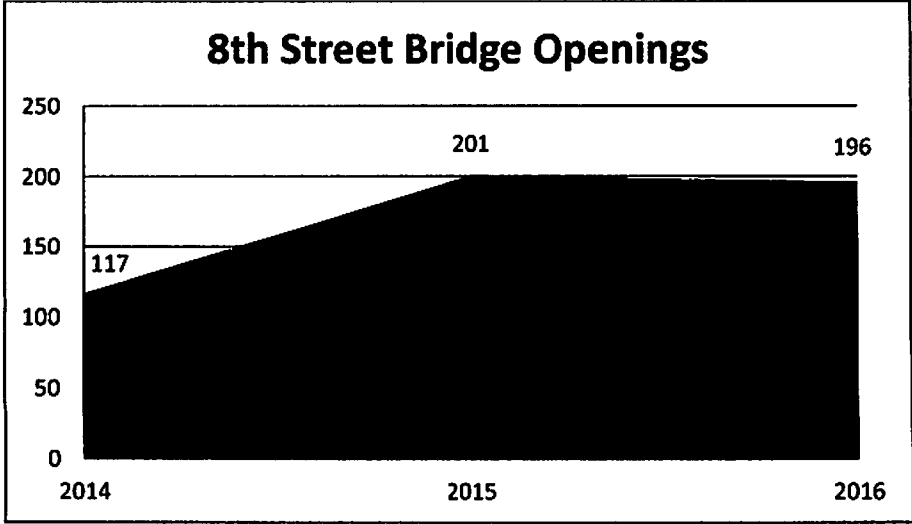
The bridges are inspected biannually under State and Federal regulations. The division contracts with the County, whom has a certified bridge inspector, to perform the inspections (except for the 8<sup>th</sup> Street bridge). The 8<sup>th</sup> Street Bridge is not included because of its complexity. In addition to inspections, the division seal coats half of the bridges every year. Recently, the division has also resurfaced two bridge decks (Pennsylvania Avenue and North 14 Street) to prolong the life of the decks.



8<sup>th</sup> Street Bridge being inspected



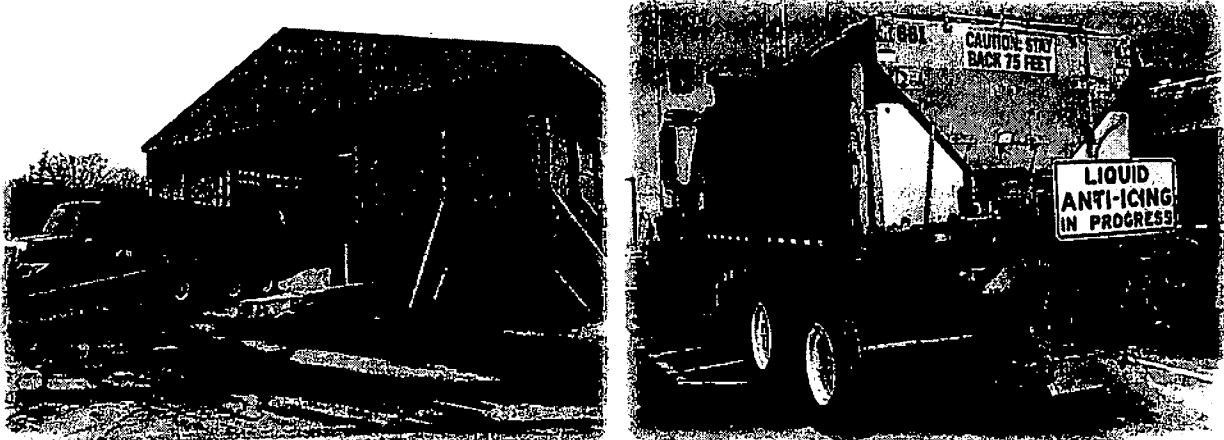
8<sup>th</sup> Street Bridge deck being seal coated (County Highway Shared Service)



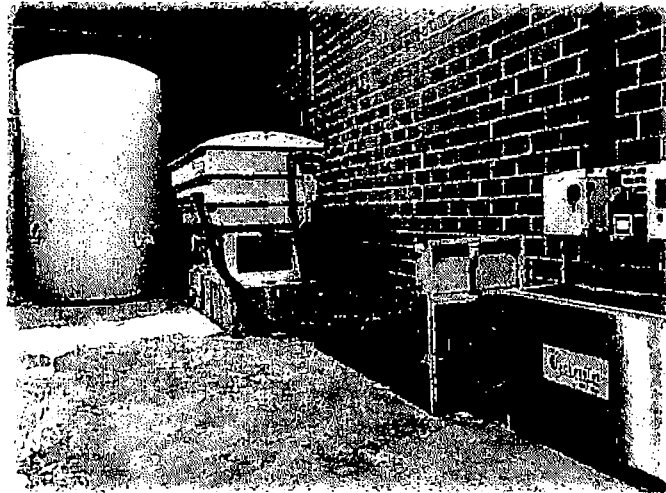
Eighth Street Bridge Controls

## Snow & Ice Control

Snow and ice control is one of the most important and visible activities the division performs. The division takes a proactive approach through advance planning, work crew training, equipment readiness, deicing agents, monitoring weather forecasts, dispatching crews and public notification.



Road Treated With Salt Brine

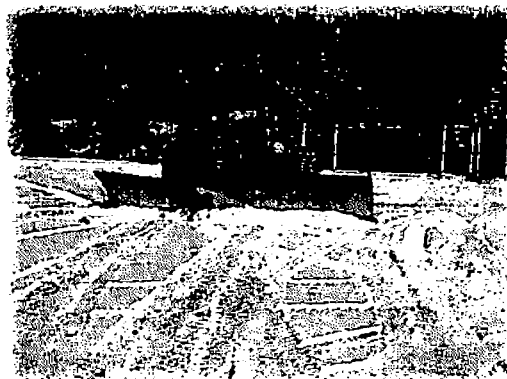


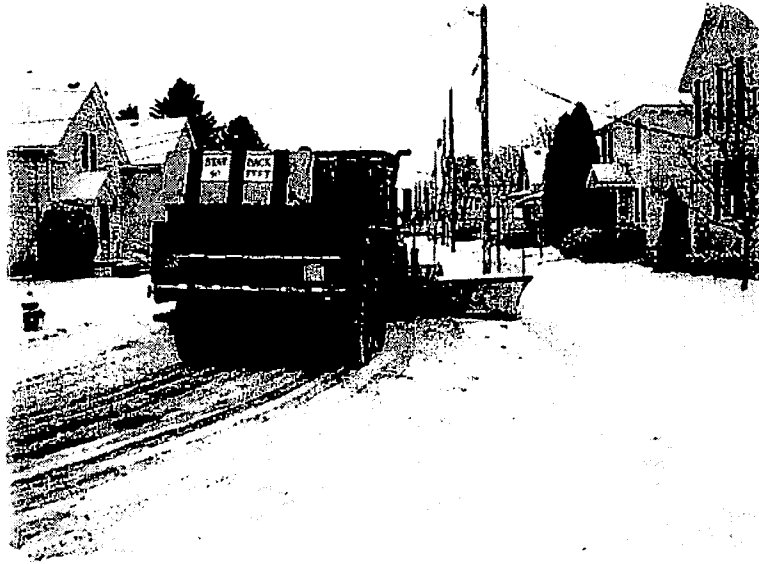
Salt Brine Production Equipment

In early 2016 the division purchased brine making equipment. The direct application of brine, also known as anti-icing, can be applied to road surfaces up to three days prior to a snow event. Applying the brine to the roadways will prevent the snow and ice from forming a bond with the road surface. By preventing the bond it becomes easier to remove the snow from the roadway.

DPW started to pre-treat the main arteries prior to snow events in 2016. The brine has prevented the buildup of snow on these roads and has made cleanup efforts more effective.

In addition to anti-icing, DPW salt and plow trucks have the capability to apply brine to the salt as it is applied to the road surfaces. Applying brine to road salt is called pre-wetting. According to recent studies, pre-wetting salt can reduce salt usage by 30%. By pre-wetting the salt with brine prior to being applied to street, it is activated and starts working when it comes in contact with road. Whereas dry salt needs to come into contact with precipitation before it will to start work. When dry salt is applied to roadways researchers have found that up to 30% of the salt bounces and scatters into the curb lines. Pre-wetted salt does not bounce as much and stays in the roadways.



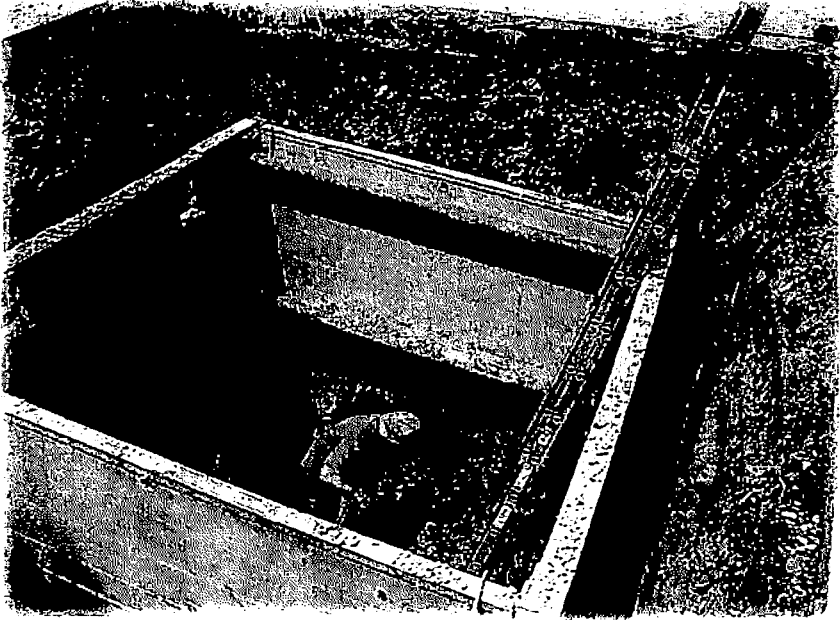
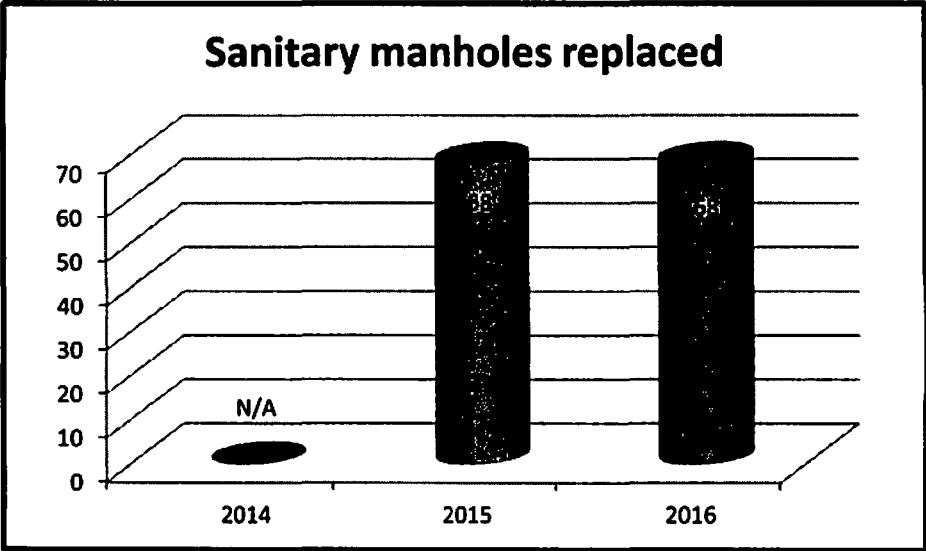


Over the past four winter seasons, the City of Sheboygan as experienced an average of 24 snow events a year that required the DPW to respond. The four average snow fall totals is 49 inches and salt tonnage used is 4,133.

#### Winter Snow Operations

Year	EVENT #	EVENT DURATION (HRS)	EVENT PRECIPITATION (INCHES)	TOTAL MAN HOURS	LABOR COST (AVG)	SALT (TONS)	SALT COST (TONS)
2012-2013	24	319.25	61.50	4,004	\$ 126,126	5,012	\$ 297,574
2013-2014	32	248.00	69.25	4,680	\$ 147,428	4,667	\$ 283,777
2014-2015	19	124.50	29.00	1,960	\$ 61,740	2,302	\$ 162,055
2015-2016	22	332.25	39.70	3,115	\$ 98,107	4,552	\$ 320,433

**Sanitary & Storm Sewer Construction**



Preparing to Install a New Sanitary Manhole





Precast Manhole with Rubber Boot

In 2016 the Street Maintenance Division worked closely with the Engineering Division. DPW crews worked ahead and performed the majority of underground repairs prior to the Engineering Division's contractor preformed road repairs. On South 17 Street between Indiana Avenue and Union Avenue, DPW crews fixed multiple sanitary manholes before the street was repaired.

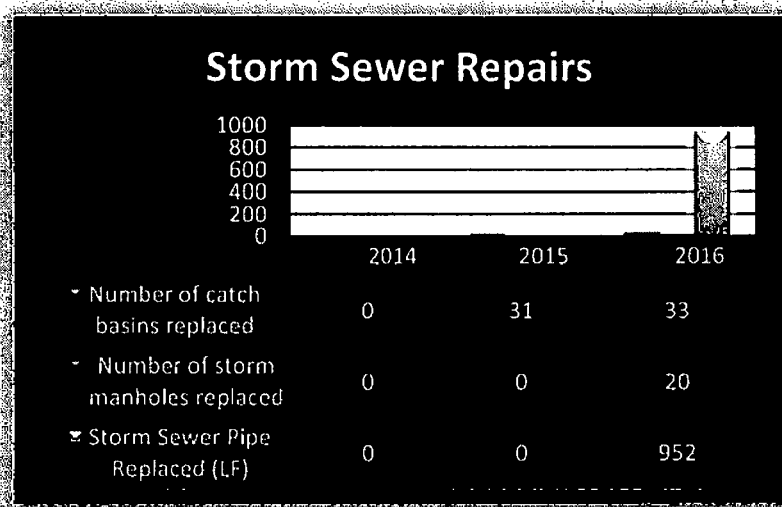
In addition to the South 17 Street project, DPW crews repaired other sanitary manhole throughout the city based on their condition and their location.

Over the last two years, DPW has replaced 68 sanitary manholes. The division uses precast concrete manholes (pictured above) as replacements. Often times, they are replacing cream city brick manholes that were built by hand in the late 1800s. Using precast structures makes for faster and easier repairs, limiting the amount of time that our employees are working in an excavation. Precast structures also limit the amount of infiltration from ground and surface water.



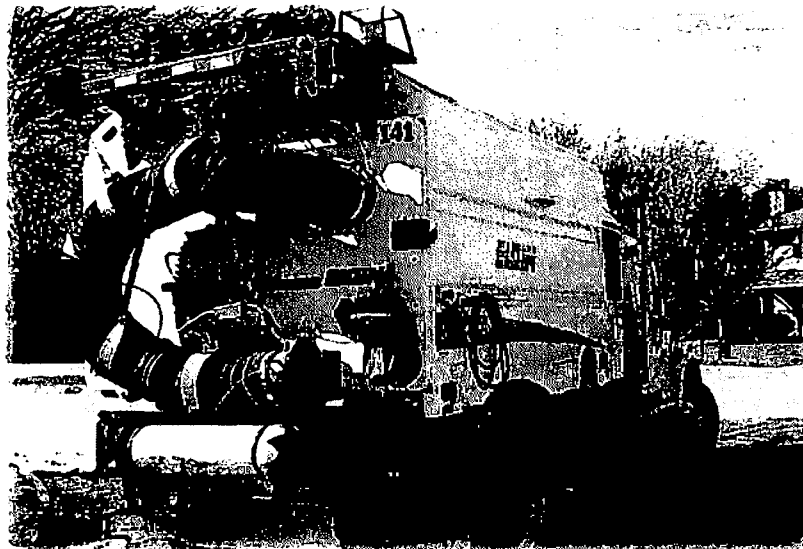
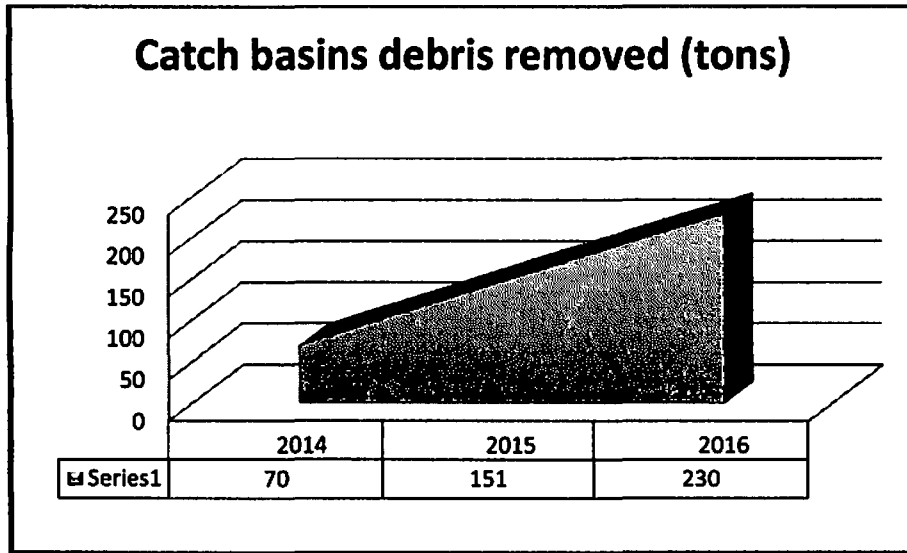
Storm Drain (Catch Basin) Installation

Along with replacing sanitary manholes on South 17 Street, crews also replaced catch basins and storm water manholes. Replacing the entire manhole is more time consuming, but it is more effective over the long term because the manholes are precast concrete and allow little opportunity for groundwater infiltration compared with older manholes constructed with block, brick or a combination thereof. Whenever possible, crews try to increase the size of the pipe when replacing catch basin leads. Unfortunately, this is not always possible due to the fact that other buried utilities may be in conflict with the storm sewer pipe. In 2016 DPW replaced 33 catch basins, 20 storm manholes and over 900 linear feet of storm sewer pipe.

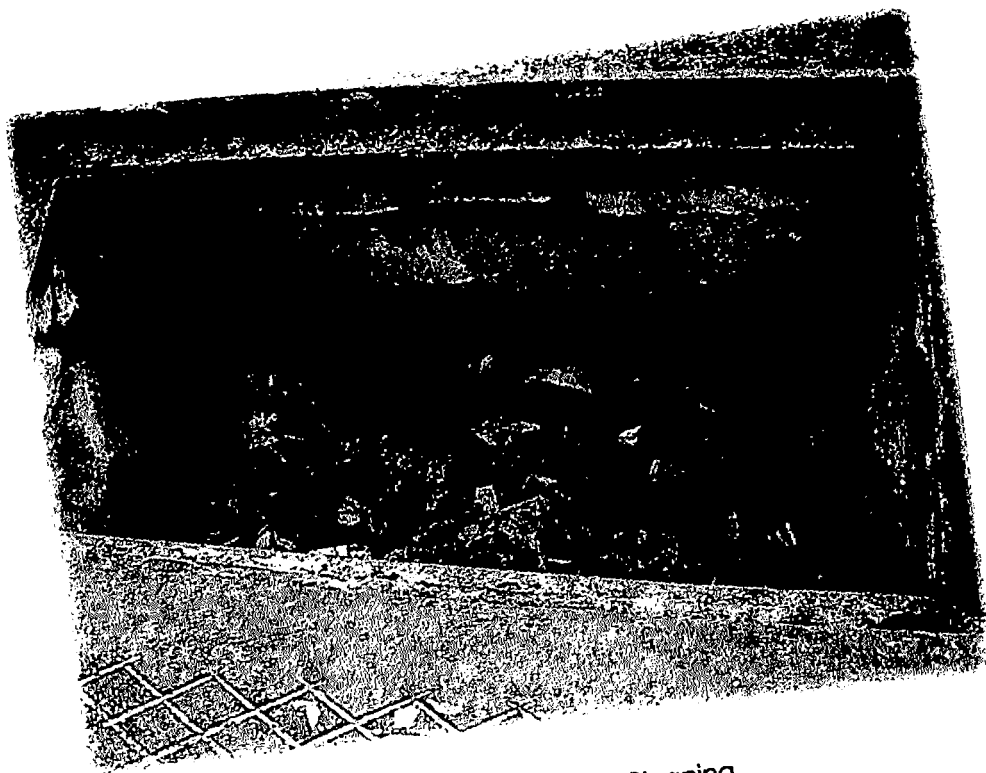


## Stormwater Management

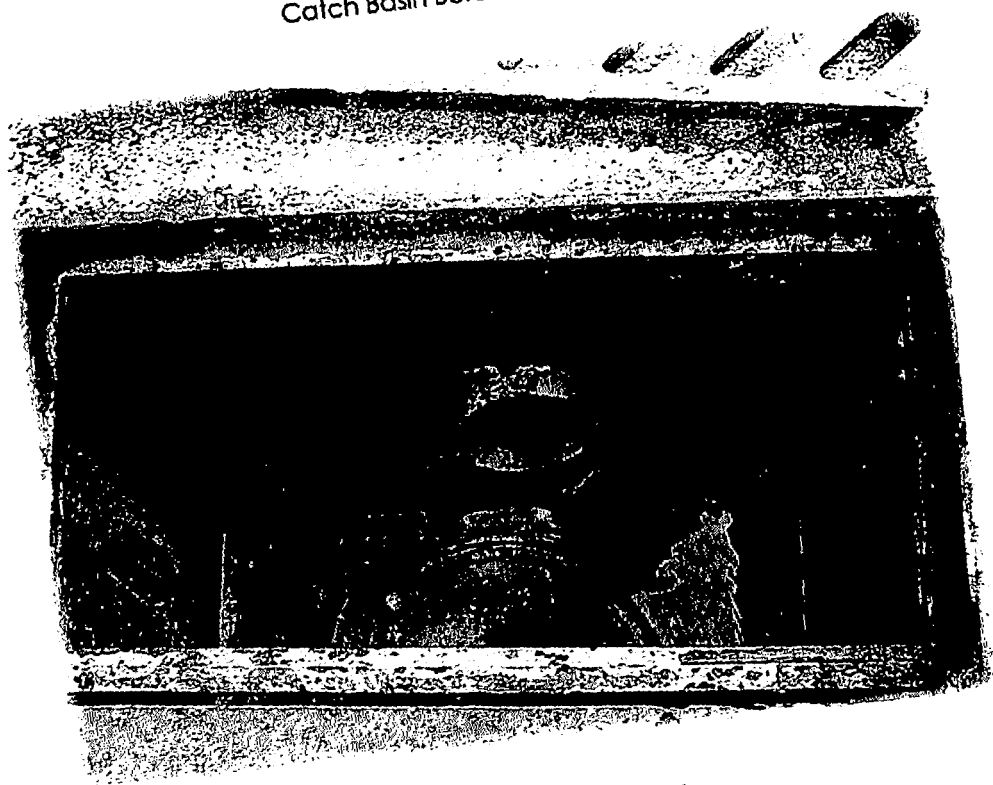
In addition to flooding concerns, the State of Wisconsin now requires the City to permit its storm sewer system through the Wisconsin Department of Natural Resources (WDNR). The permit requires "best management practices" (BMP's) to ensure water quality. Two major BMP's are street sweeping and catch basin cleaning. In 2000, the sanitation division started to systematically clean catch basins. Prior to this period, the division cleaned basins only on a complaint basis. Therefore, the first year experienced a large amount of tonnage collected due to the infrequent cleaning in the past. In 2016 DPW removed over 230 tons of debris from the catch basins.



Sewer Whirlwind Catch Basin Cleaning Truck



Catch Basin Before Cleaning

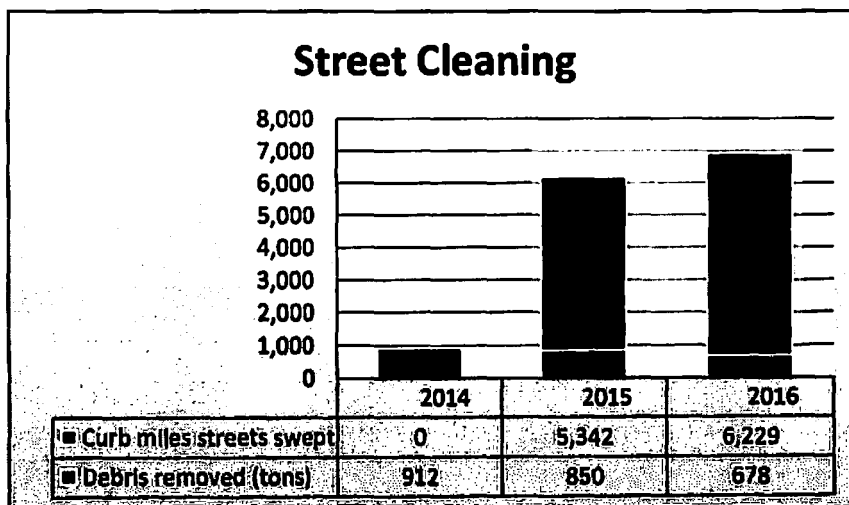
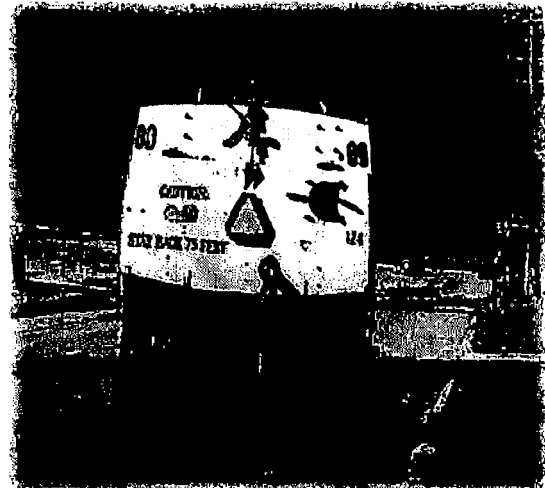


Catch Basin After Cleaning

## Street Sweeping

Beginning in 2000, the division rerouted some of the street sweeping routes to comply with the WDNR's storm water permit requirements. Overall, the amount of tonnages collected, as part of the street-sweeping program has been fairly consistent with a slight trend downward. One change that has significantly affected the program was the requirement to dispose of the street sweeping debris in a landfill. Previously the material was used in backfill or composted.

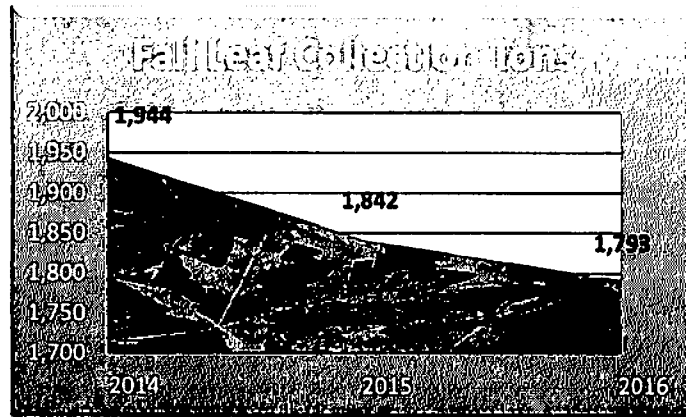
The DPW has three sweepers that are regenerative air/vacuum sweepers and one mechanical sweeper. During early spring DPW will dispatch all four sweepers for heavy sweeping. After, the City has been completely swept one time; two sweepers are kept on through the rest of the year as weather permits. In 2015 the sweepers swept 5,342 miles of streets and 6,229 miles of streets in 2016.



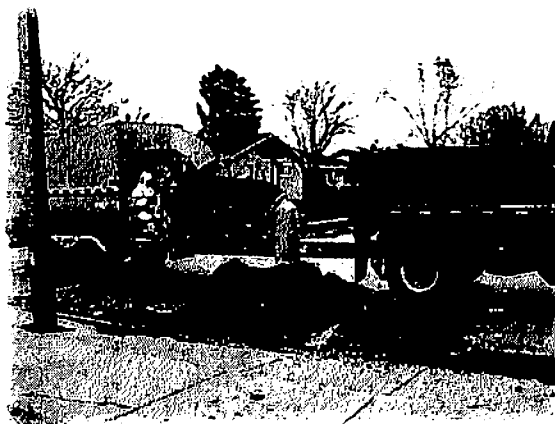
## Leaf Collection

The street's division coordinates the fall leaf collection program. Every fall, between the months of October and November the City allows residents to rake leaves into the parking lane of the street to facilitate efficient collection of leaves. Because the division is already performing street sweeping it is most effective to allow the residents to rake their additional leaves from their property into this designated area.

Some communities prefer to only allow leaves to be raked onto the grass terrace between the curb and sidewalk. This causes problems for the division because our equipment is set-up for street pick-up. Furthermore, winds tend to deposit the leaves into the street from street trees. As a result we need to sweep the street. Many Wisconsin public works departments prefer to pick-up leaves via this method.



In 2016, the Division purchased three leaf vacuum wagons (picture below). The new wagons allow for a DPW employee to ride on the wagon and control the vacuum unit that picks up the leaves off the street. There has been a slight downward trend in the amount of leaves picked up off the street over the last three years. In 2015, DPW collected 1,842 tons of leaves and 1,793 tons of leaves in 2016.

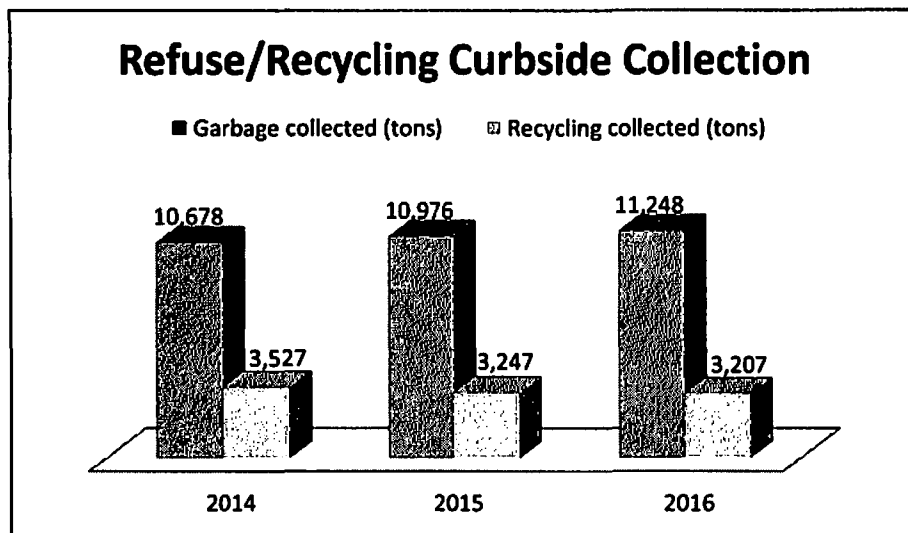


Fall Leaf Collection Special Vacuum Trailer

## Garbage & Recycling

The Sanitation Division provides curbside pick-up of garbage and recyclables for residential units of four or less. Every week the eight sanitation operators make approximately 16,000 stops or pick-ups. In 2016, DPW collected 11,248 tons of garbage up from 10,976 in 2015. Overall, the recyclables have remained relatively the same since 2015 hovering at approximately 3,200 tons.

The division uses split rear packers for the collection of both garbage and recyclables without commingling the material. This allows the division to collect both materials with one vehicle.

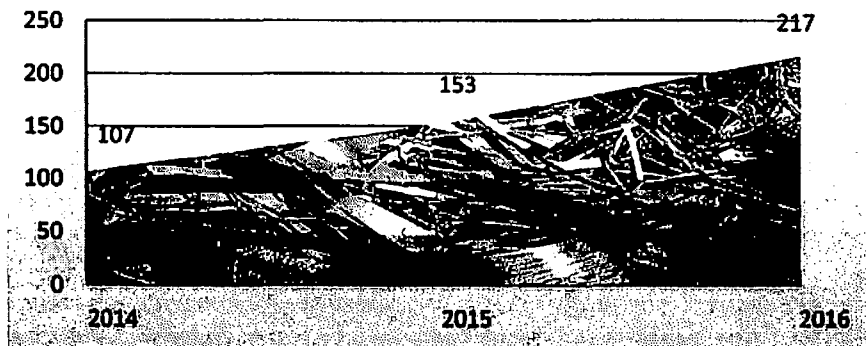


Sanitation Operator Collecting Residential Waste

### Drop-off Site

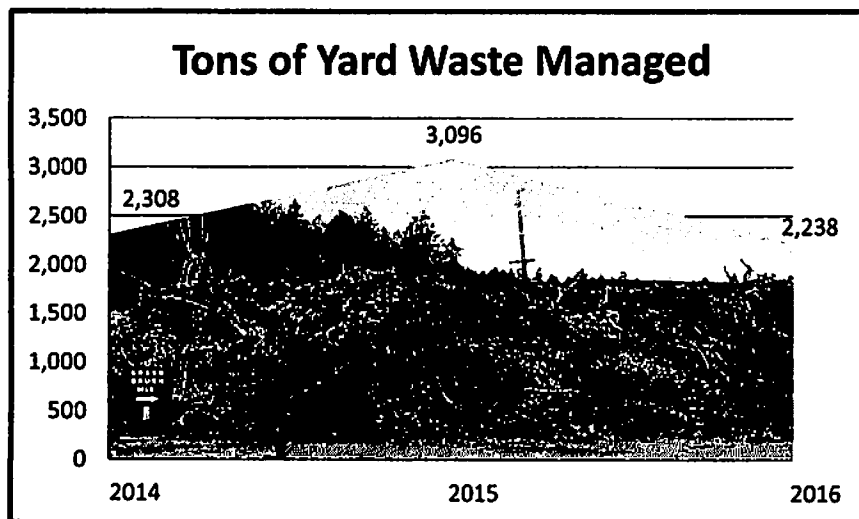
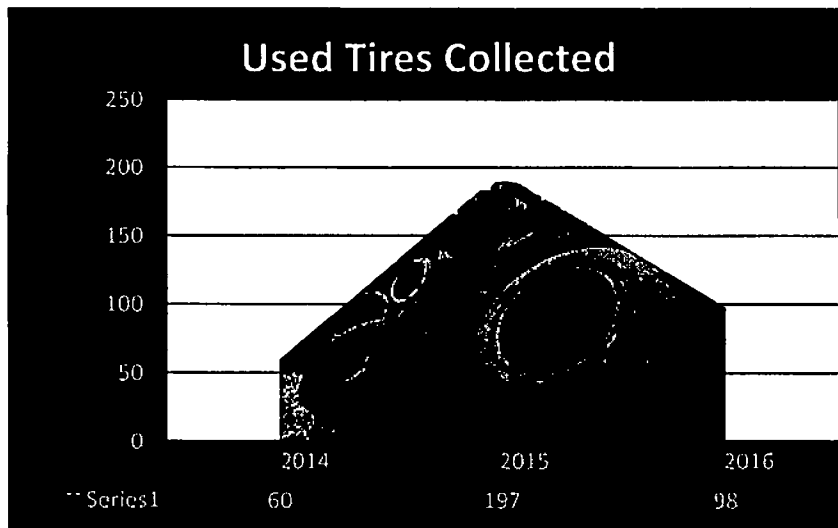
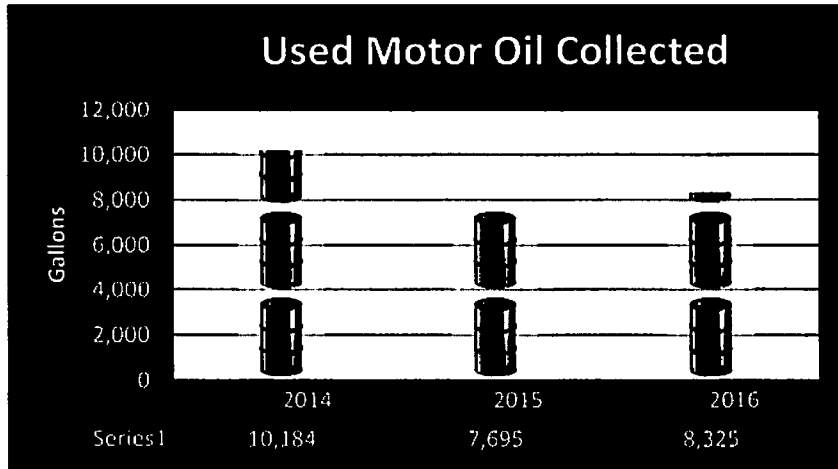
The Resident Drop-off Site provides residents with a place to dispose small metals, yard waste, waste oil and many other items not picked-up with curbside collection or items banned from landfills. Currently there is no charge. Below is a summary of the annual tonnages collected at the Residential Drop-off Site. The trend in yard wastes and garbage has steadily increased since the beginning. The increase in scrap metal collected is due to the market prices falling; as a result citizens are not cashing in their scrap metals and conveniently using the drop-off site.

### Scrap Metal Tons



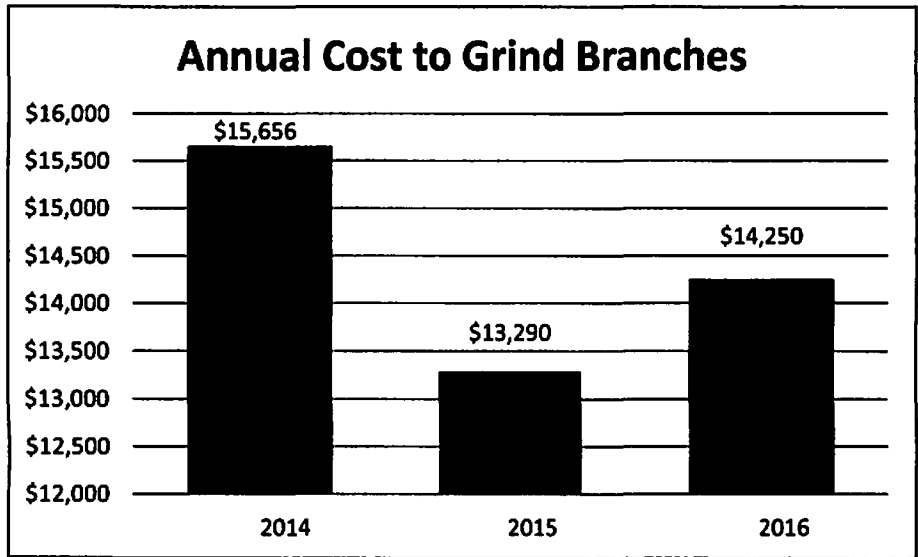
DPW Oil Collection Tanks





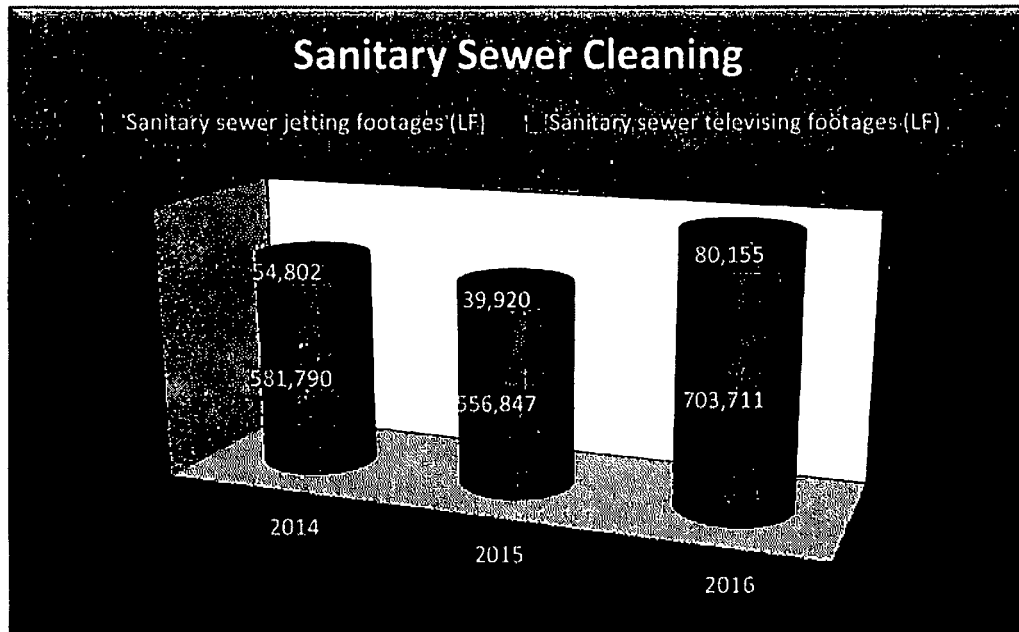


Residential Drop-Off Site



## Sanitary & Storm Sewer Maintenance

This division performs sanitary sewer repairs through an interdepartmental budget from the Wastewater Treatment Plant. These expenses are charged against the sewer rates. The repairs are prioritized with any street resurfacing or reconstruction.

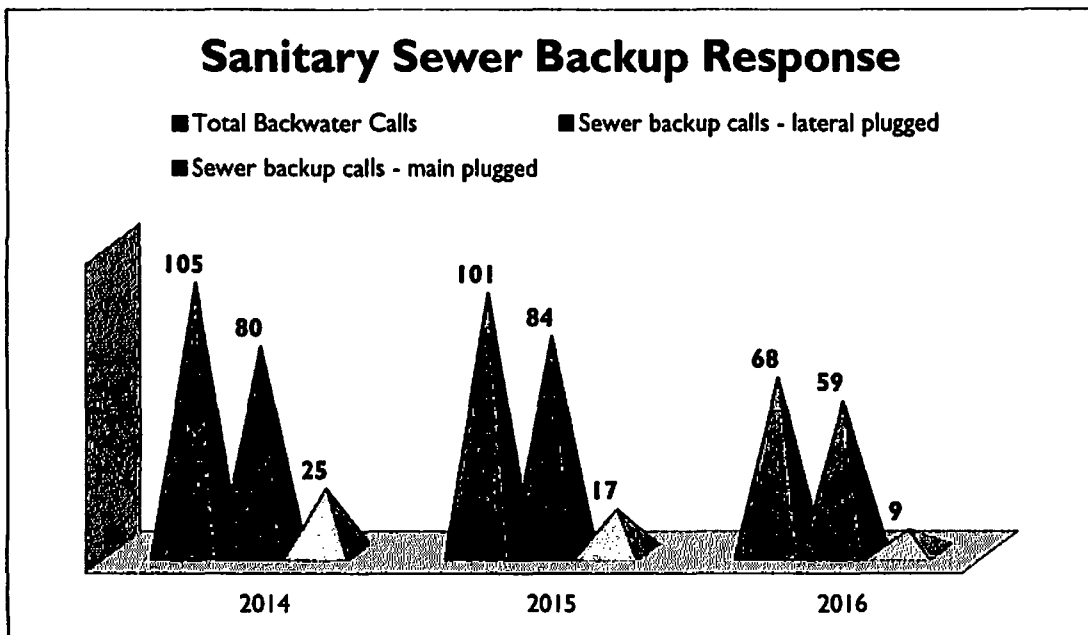


Sewer "Jetting" is performed with a high-pressure water hose and is jetted through the sewer pipe to clean the inside of the pipe. Sewers become restricted with debris build-up such as leaves, twigs and sand and gravel in storm sewers whereas, sanitary sewers have mineral deposits, grease and roots. This debris causes the sewer to become restricted or smaller; therefore, the sewer is not capable of handling the normal flow. As a result, backwaters may occur. Sanitary sewers are the division's main concern due to the health concerns of the potential of raw sewage backing up. This explains the large disparity between the numbers of feet of sanitary sewer jetted versus storm sewer.



Sewer TV Crew

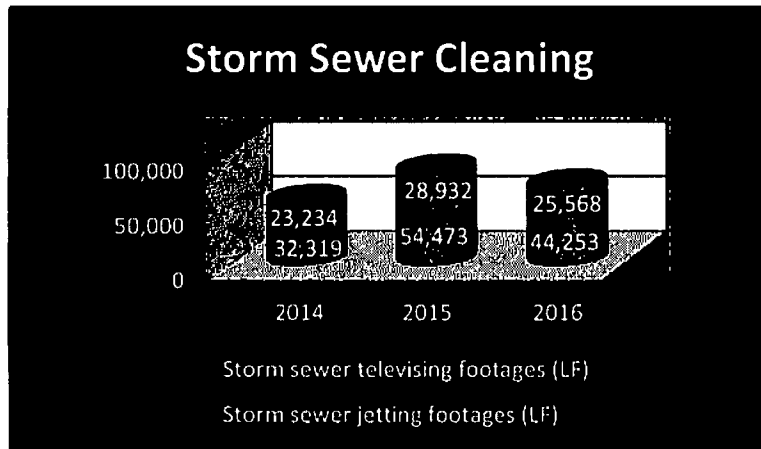
The Public Works Department owns and operates a sewer camera truck. This equipment allows the division to inspect the integrity of sewer pipe to determine its performance. As a rule prior to any street resurfacing or reconstruction, the sewers are inspected to determine whether or not they should be replaced, lined or remain. This practice has significantly reduced the need to excavate in newly paved streets, which is never popular or good for public relations. In addition, to keep contractors honest, new sewers are inspected to verify good construction practices.



Backwaters occur when sewage backs-up into a residence or business. There are numerous reasons why a backwater may occur. Unfortunately, the majority of backwaters are result of the property owner flushing or dumping inappropriate materials into the drains. The end result is a clogged sewer lateral, which is the property owner's responsibility. However, at times the sewer main is clogged and must be opened and cleared for the sewage to flow again. In 2016, nine backwaters were discovered in sewer mains, which is typically less than what we experience in a year. A result of the decrease in backwaters can be linked to the

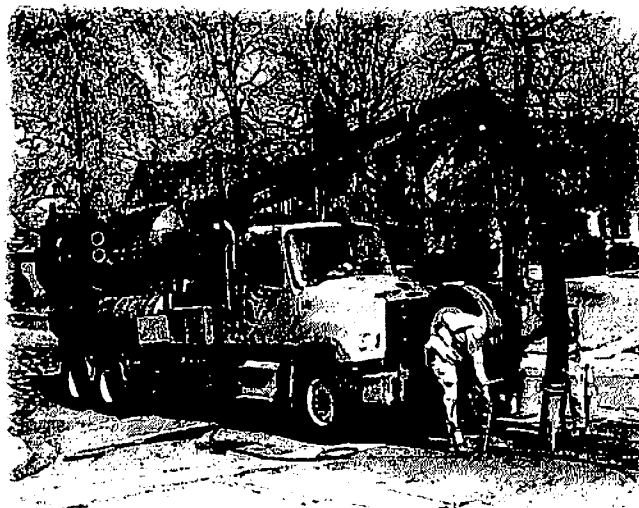
increase linear footage of sewer cleaning and televising by city crews. Potential problems are removed before they can cause a backwater. In 2016, 703,711 linear feet of sewer pipe was jetted and 80,155 linear feet were televised.

In an effort to educate the public, the division has developed an informational handout for the public on "Coping With Sewer Back-ups." It is available on the division's web site and is personally delivered on backwater calls.



Manhole entries are performed during inspections, cleaning operations, installing monitoring equipment and installing the camera for TV inspections. Every entry must have a permit that documents confined space entry. Furthermore, two persons must be on-site during the entry for safety.

Manhole entries are very dangerous due to the potential of lethal gases and engulfment from flows. As a result, annual training is mandatory for employees required to enter confined space. The City of Sheboygan has 4,852 sanitary sewer manholes and approximately 3,202 storm sewer manholes.



Sewer Vector Truck

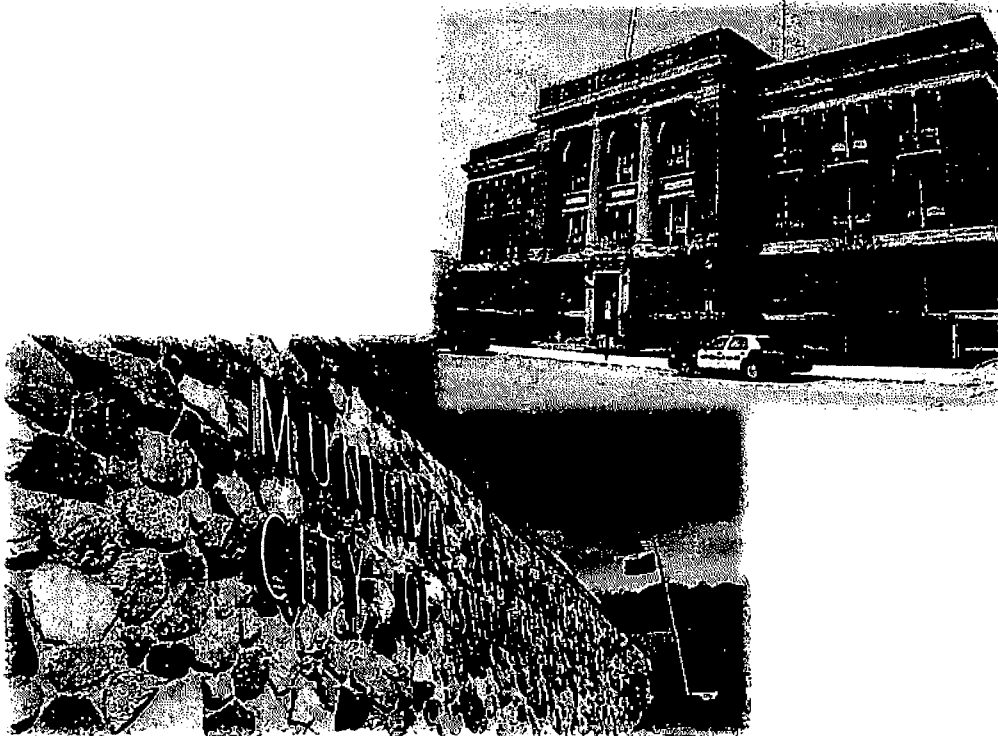
## Facilities and Traffic Division

Michael Willmas.....Superintendent of Facilities and Traffic Division  
Scott Tetschlag..... Leadman Sign and Paint  
Robert Hayon .....Maintenance Worker V/Journeyman Electrician  
Allen Fleisner .....Maintenance Worker V/Journeyman Electrician  
Bernard Knutson .....Maintenance Worker III/Craftsman  
Allen Keitel.....Maintenance Worker III/Craftsman  
Christopher Peterson .....Maintenance Worker III/Craftsman  
Patrick Dugan..... Maintenance Worker II/Sign Designer  
James Herschleb.....Maintenance Worker II/Sign Installer  
Ryan Schneider .....Maintenance Worker II/Sign Installer  
Travis Fintelmann ..... Maintenance Worker II/Custodial  
Juan Garcia..... Maintenance Worker II/Custodial  
Jeffery Bemis ..... Maintenance Worker I/Custodial

## Facilities

This division consists of six full time employees, is responsible for maintaining the City's building infrastructure system. The staff is responsible for the overall preventative maintenance and repair of the heating and ventilating systems, plumbing system, electrical equipment, and also provides custodial services for City Hall and the Municipal Service Building. This staff is also instrumental in reducing City costs by performing numerous services for all City departments to include: City Hall, Municipal Service Building, Transit, Police Department, Senior Center and five Fire Departments.

- Notable project in 2016 saw the addition of the Accubrine System installed @ MSB along with the capacity to store 11,000 gallons of salt brine
- Added 1336 sq. ft. of office space to the Engineering wing (2015-2016)
- Renovate a section of City Hall 2nd floor which included three new office areas (2016)
- Fabricated/Installed a vandal proof stand and electrical for a vandal proof vending machine at the transfer station for Transit (2016)
- A new Salt Storage Outbuilding was constructed which more than doubled the salt storage capacity. Storage capacity of old shed was approximately 1,000 tons vs 2,400 tons in the new shed (2014)



## **Traffic**

The Traffic Division is responsible for the design, maintenance, and repair of all City-owned traffic control systems and devices. This division is divided into two divisions: Signs and Paint Division and Electrical Division.

The Signs and Paint Division, which consists of four full time employees, is responsible for all City street signs and painted traffic markings; such as, center lines, crosswalks, and turn arrows.

The City of Sheboygan has approximately 30,000 signs, ranging from stop signs, street name signs, speed limit and no parking signs, and custom signs. 100% of the signs are designed, fabricated, and installed in house using a computerized plotter and multi-color heat transfer printing system which can create custom indoor/outdoor signage. The City fabricates signs for many departments city-wide to include: Police and Fire Departments, Maywood, Parks, WWTP, and other outside agencies. The division also works closely with Transit in supplying them with signage along with installing and replacing parking meters.

The Paint Division maintains crosswalks at 405 different locations throughout the City and 195 traffic arrows at 72 different locations. The centerline painting is contracted with the County Highway Department with the help of city employees. In 2015 the division line stripped 26 miles of white paint and 48 miles of yellow paint which equates to 1,630 gallons of paint in the process. To get the reflectivity of the centerlines 11,480 pounds of glass beads were added in the painting procedure.

This division is also responsible for installing, removing, and maintaining all festive decorations throughout the City of Sheboygan.

### Signs and Paint

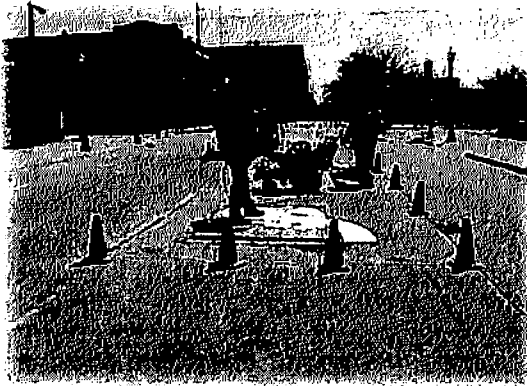
Notable projects for 2016 would be reconfiguring the lanes and grinding off the old pavement markings of Eighth Street and Indiana Avenue round-about. New signage and pavement markings were then added.

- Signs installed/removed: (2015) = 733 (2016) = 929
- Signs Constructed: (2015) = 1261 (2016) = 1325
- Specialized signage: (2015) = 180 (2016) = 24
- New signage installed on Pennsylvania Avenue from 5<sup>th</sup> -7<sup>th</sup> (2016)
- Painting the interior of the bathrooms at hardball (2016)
- Installed "Sheboygan Squared" signage and "Hanging Flower Baskets" on Eighth Street and Blue Harbor area for Planning and Development (2015)
- City Hall garage painted (2015)
- Painted 105 wooden sign posts on Broughton Drive to Riverfront Drive (2015)



The division is also responsible for all the city street signs and painting traffic markings; such as, centerlines, crosswalks and turn arrows. In addition, they perform work for other City departments such as: Police, Fire, Maywood, Transit, Mayor's Office, Senior Center and Motor Vehicle division. The division fabricates the majority of signs in-house. The signs are computerized and outputted to a sign plotter that cuts the sheets of material to be placed onto the aluminum sign blanks. The City of Sheboygan has approximately 30,000 signs, ranging from stop signs, street name signs, speed limit signs, no parking regulation signs and many more.





Street Centerline Painting (County Highway Shared Service)

This division maintains 156 traffic arrows at 62 different intersections. The centerline painting is contracted with the County Highway Department, which has the specialized equipment for this process. In addition, the division paints various City buildings such as, City Hall, Municipal Service Building, Fire Stations, Maywood and others.

### **Electrical**

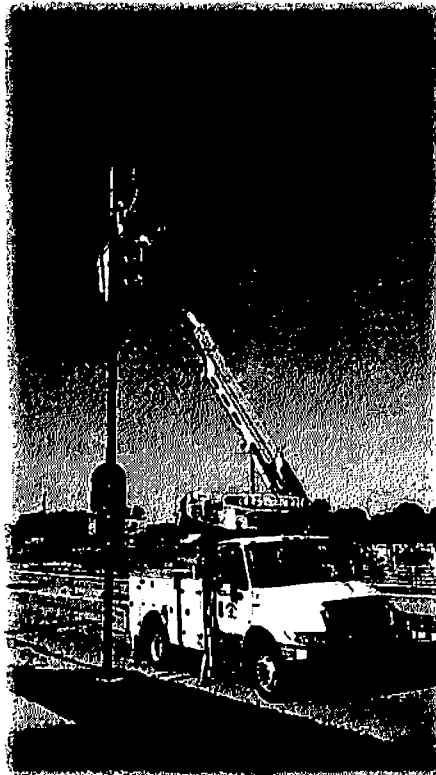
The second part of this division is the Electrical Division which consists of two full time Journeyman Electricians. The electricians are responsible for the design, installation, maintenance, and repair of all City-owned electrical systems to include: City owned buildings, installation of data cabling, traffic signaling and coordination, street lighting, pathway lighting, parking lot lighting, and our park system which also includes ball diamond lighting.

This Division installs, repairs, and maintains 39 signalized intersections, seven red flashing signals, and two yellow flashing signals. In addition to the traffic signals, the City owns and maintains over 2,700 street lights, 505 pathway lights, parking lot lights, and an additional 1,380 lights in our Park system. The Division is also tasked with the design and layout of newly installed lighting throughout the City.

Adding to the service work, the Electricians also respond to knockdown situations both day and night. The severity and complexity of each incident varies from one incident to another. Damage from these incidents to City owned property has varied from \$1000.00 to over \$50,000.00 per incident. Almost 100% of the repairs are completed by the Department of Public Works.

## Street Lighting

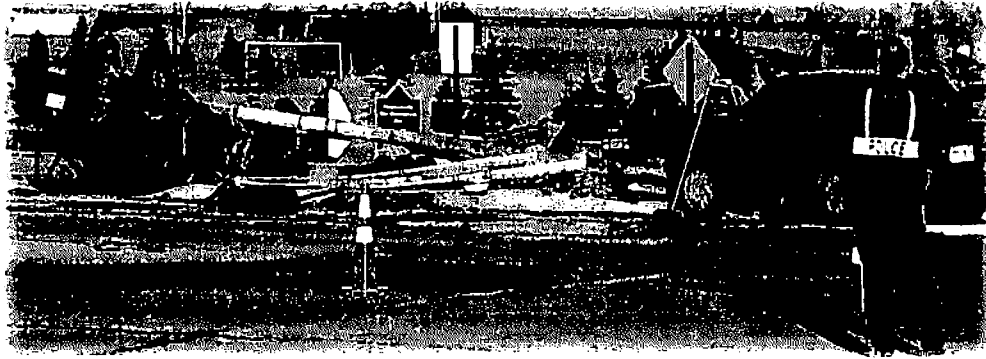
- Notable projects for 2016 saw the conversion of 168 light poles to energy efficient LED's along the Kohler Memorial Drive, the Gateway to Sheboygan. This upgrade saves the City approximately \$7,212.00 in energy costs per year.
- An additional 34 poles were converted over to LED's on North Ave. from 7th Street to Bell Ave. (Total for 2016 = 202 poles)
- 2015 - Converted to LED's = 64
- 2014 - Converted to LED's = 50
- 2013 - Converted to LED's = 78
- Total energy savings per year for all LED conversions = \$15,880.00



## Traffic Signals

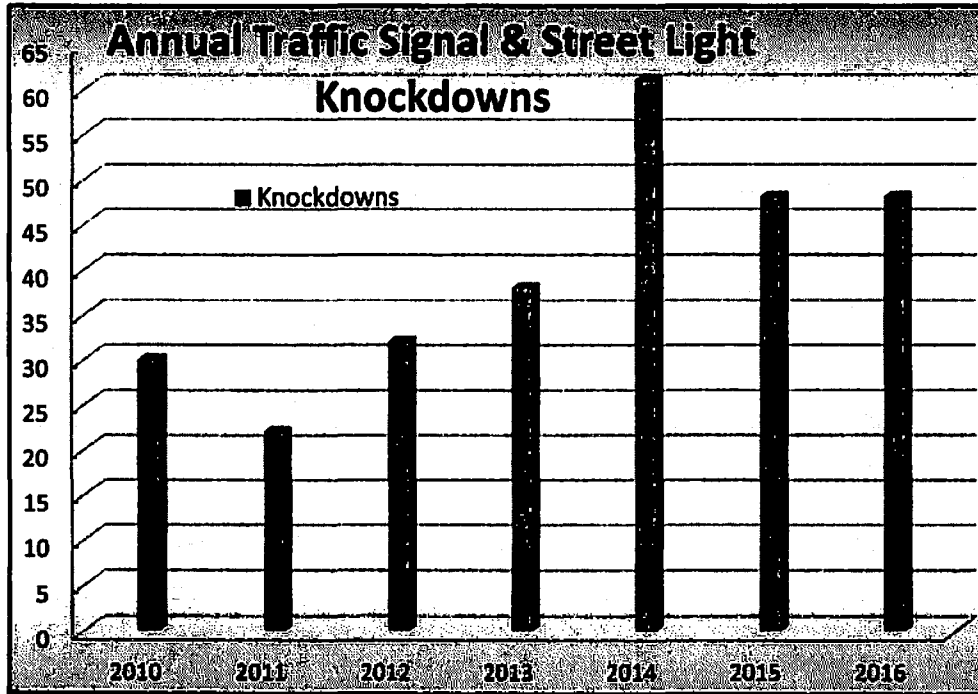
The year 2016 saw the most comprehensive preventive maintenance done in over 10 years on the 39 signalized intersections we are responsible for. Over \$30,000.00 in materials went into completing this job. The Electricians for example replaced 379 12" LED traffic lamps which costed approximately \$13,265.00; the majority of the new LED's are replacing incandescent lamps which consume nearly 10 times more power than the energy efficient LED's.

Annually, the Division tests all the traffic controllers, which contains the program for that individual intersection, and conflict monitors, which monitors for any faults in the system, to ensure they are operating correctly.



(Sheboygan Press Photo – Gary C. Klein)

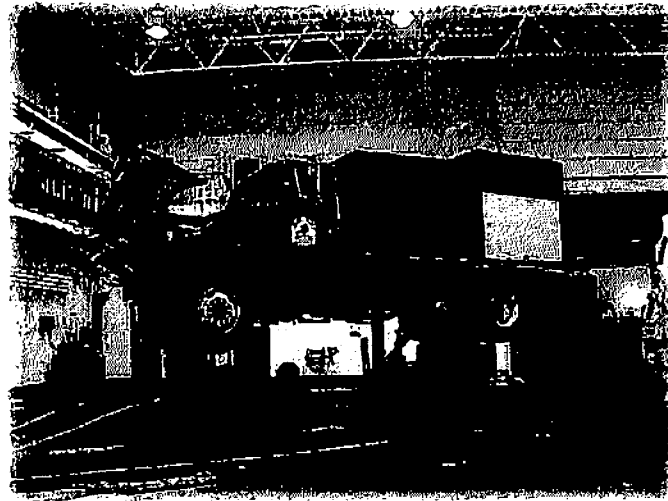
Year	Knockdowns	Material Cost
2010	30	\$ 40,440.81
2011	22	\$ 33,175.45
2012	32	\$ 59,378.45
2013	38	\$103,342.17
2014	61	\$132,272.09
2015	48	\$ 99,967.80
2016	48	\$103,288.37



**Motor Vehicle Division**

Mark Strains.....Master Certified Mechanic  
 Dennis Klumb.....Master Certified Mechanic  
 Joel Brunnbauer.....Certified Mechanic  
 Max Zschetzsche .....Certified Mechanic  
 Scott Hinz .....Service Mechanic

The Motor Vehicle Division is responsible for maintaining the Division's fleet of equipment. This division is established as an enterprise account within the City budget. The Motor Vehicle fund is used to account for the central automotive equipment operations, which includes the purchasing, dispatching, repair and maintenance of vehicles and motorized equipment used by the Division.



Year	2014	2015	2016
Total Pieces of Equipment	393	406	366
Gallons Diesel Fuel	95,200	94,500	92,500
Gallons Gasoline	23,766	23,859	25,348
Gallons Motor Oil	1297	924	1035
Gallons Hydraulic Oil	703	351	1189
Snow Plow Trucks	28	25	27
Snow Plow Blades	60	54	58
Repair Orders Processed	1398	1448	1384

## Wastewater Treatment Division

Sharon Thieszen .....	Superintendent of Wastewater Treatment
Mark Wittstock .....	Pretreatment Supervisor
Robert Butcher .....	Maintenance Supervisor
Barb Thieme .....	Administrative Assistant
Frederick Meifert .....	Process Systems & Operations Coordinator
Daniel Brady .....	Lead Operator
Willard Houseye .....	Operator
William Voss .....	Operator
Brian Willadsen .....	Operator
Tyler Hoffman .....	Operator
Josh Lampe .....	Master Electrician
Tony Gottschalk .....	Maintenance Technician
Jeffery Sargent .....	Maintenance Technician
Mark Oldenburg .....	Maintenance Technician
Dana LePage .....	Lab Technician

The Sheboygan Regional Wastewater Treatment Plant (WWTP) is owned and operated by the City of Sheboygan. It provides wastewater treatment for the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Sheboygan and Town of Wilson.

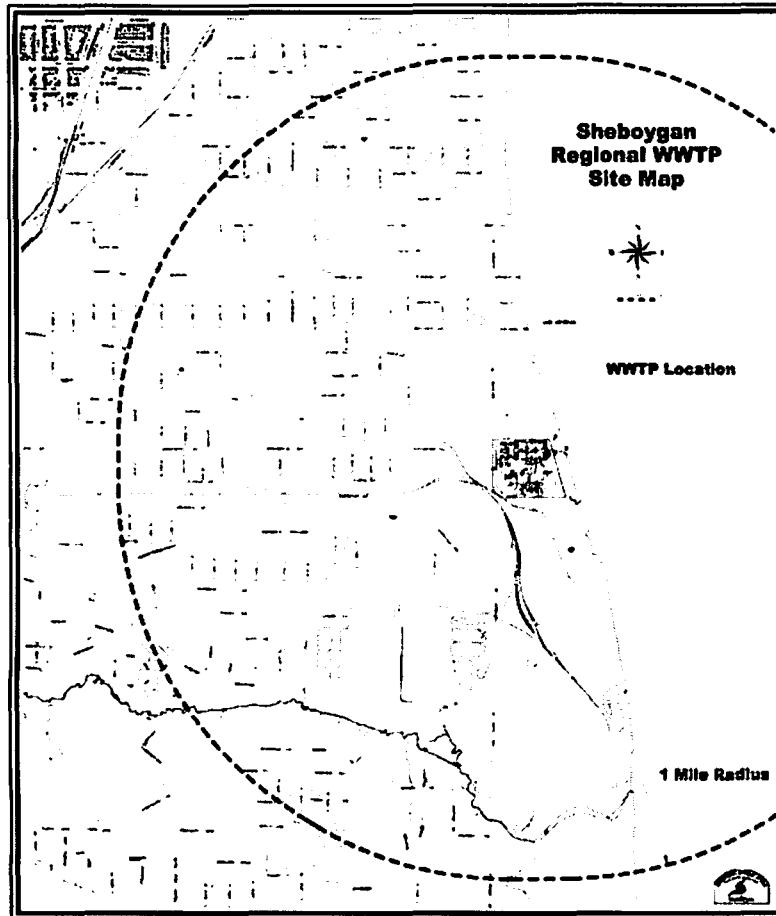
**Mission:** To protect public health and the environment by providing reliable and cost efficient wastewater collection and treatment services through sustainable and fiscally responsible resource recovery practices.

**Goals:** Maintain environmental compliance below regulatory requirements.

- Operate the wastewater system in a sustainable, fiscally responsible manner.
- Effectively use innovative engineering, conservation leadership, and recovery expertise to produce clean water.
- Evaluate wastewater infrastructure (collection system and treatment facilities) for areas of insufficiency and develop and action plan to correct and improve areas of concern.
- Develop and implement a 20 year facility plan and a five-year capital improvements plan to address the maintenance needs of the wastewater treatment facility and collection system and plan for future regulatory requirements.
- Achieve self-sufficiency for electric and heating needs.



The City of Sheboygan owns and operates the Sheboygan Regional Wastewater Treatment Plant (WWTP) which provides wastewater treatment to approximately 70,000 residents and 15 Significant Industrial Users. The service area includes the City of Sheboygan, City of Sheboygan Falls, Town of Sheboygan Falls, Village of Kohler, Town of Sheboygan, Town of Lima, and Town of Wilson.

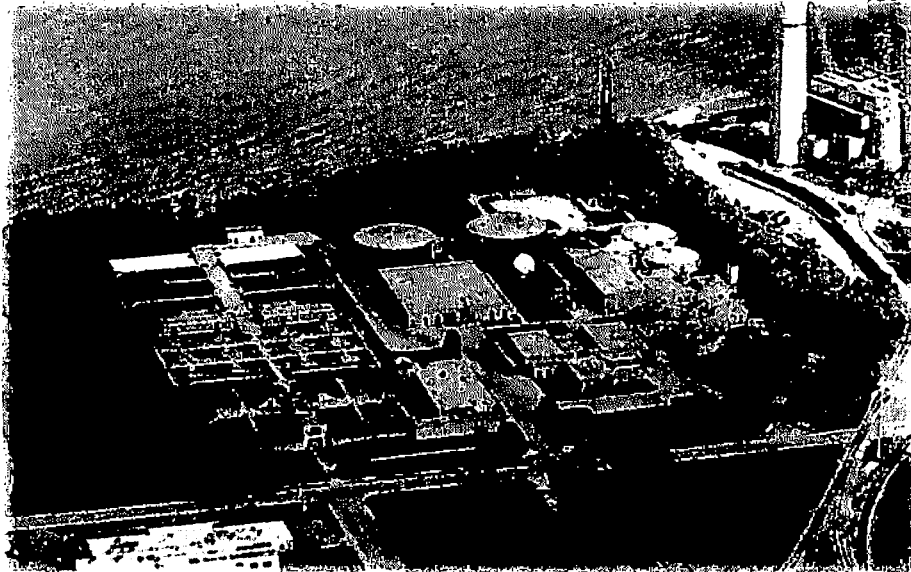


The WWTP is an 18.4 MGD Design Average, 56.8 MGD Design Peak conventional activated sludge wastewater treatment facility with biological phosphorus removal and chemical (ferric chloride) backup. The final effluent is disinfected with sodium hypochlorite and dechlorinated with sodium bisulfite prior to discharge to Lake Michigan.

Waste activated sludge (WAS) produced in the aeration basins is returned to the primary clarifiers to co-settle with the primary sludge. The resultant combined primary sludge (PSD) and WAS is pumped to the anaerobic digesters for stabilization. Trucked-in High Strength Waste is co-digested with the PSD and WAS to enhance the biogas production. The anaerobically digested sludge is then thickened with a gravity belt. Approximately 50% of the thickened sludge is further processed and dewatered with a screw press and then dried to a Class A, Exceptional Equality (EQ)

biosolids. The liquid biosolids are land applied as Class B biosolids. Dewatered biosolids that are not dried are also land applied as Class B biosolids.

The WWTP also operates a Combined Heat & Power (CHP) System which utilizes the biogas produced in the anaerobic co-digestion process to produce electricity and heat. The CHP System has 700kWh of electrical generating capacity and over 2.4 MMBTU/hour of heat recovery.

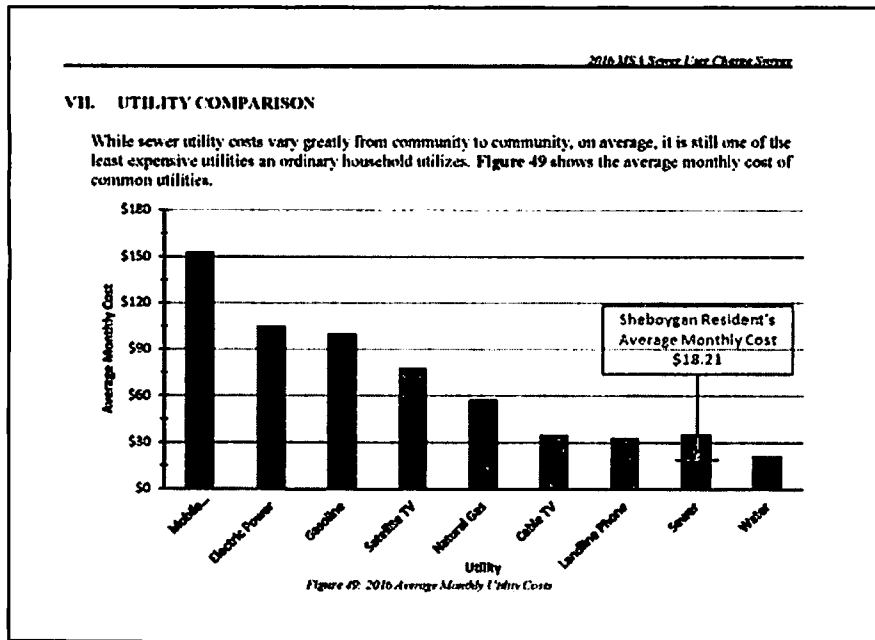
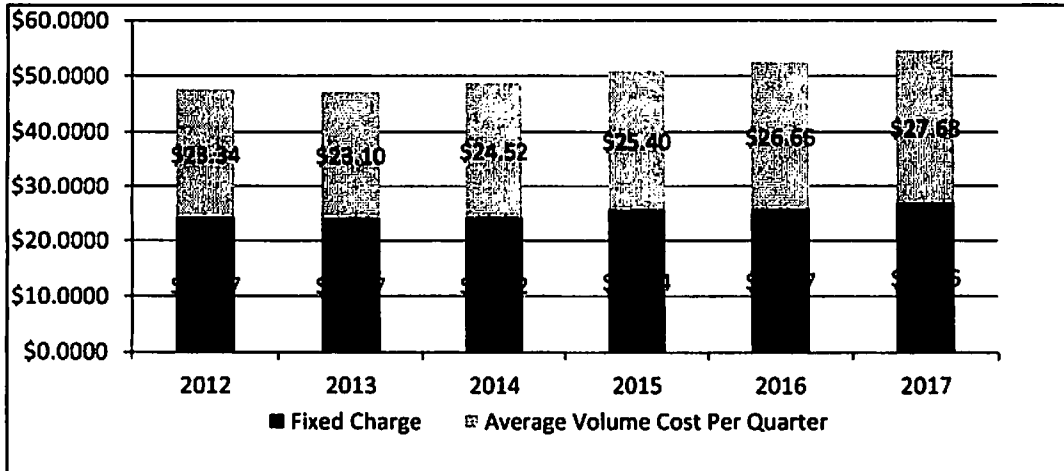


## USER RATES

The Sheboygan Regional WWTP is funded by user fees. The City of Sheboygan's Sanitary Sewer Rates are well within the Wisconsin average sewer rates. Even though the City's sanitary sewer collection system and treatment plant are aging and environmental regulations are increasing, the City has been able to maintain an annual rate increase approximately 3-4% as compared to the anticipated 2017 average rate increase across Wisconsin of 15%. The average sanitary sewer rate for the City of Sheboygan resident is less than \$20 per month. This is significantly less than monthly utility costs as shown in the Utility Comparison chart below. The City is proud to be able to provide efficient sanitary sewer service and clean water at such a low rate.

In addition to seeking grants, the WWTP also accepts trucked in waste to help offset the treatment plant costs. In 2016, there were a total of 17 million gallons of wastewater and 16 million gallons of high strength waste treated by the WWTP.

## Sheboygan Regional WWTP Average Quarterly Residential User Charge



### SHEBOYGAN REGIONAL WWTP WPDES PERMIT

The Wisconsin Department of Natural Resources (DNR) renewed the Sheboygan Regional WWTP's Wisconsin Pollution Discharge Elimination System (WPDES) permit, effective January 1, 2016. The permit contains water quality based effluent limitations that are necessary to ensure the water quality standards for Lake Michigan.

The WWTP requested and received reduced monitoring for Carbonaceous Biochemical Oxygen Demand (CBOD<sub>5</sub>) and Total Suspended Solids (TSS) parameters for both the influent and effluent monitoring locations. The



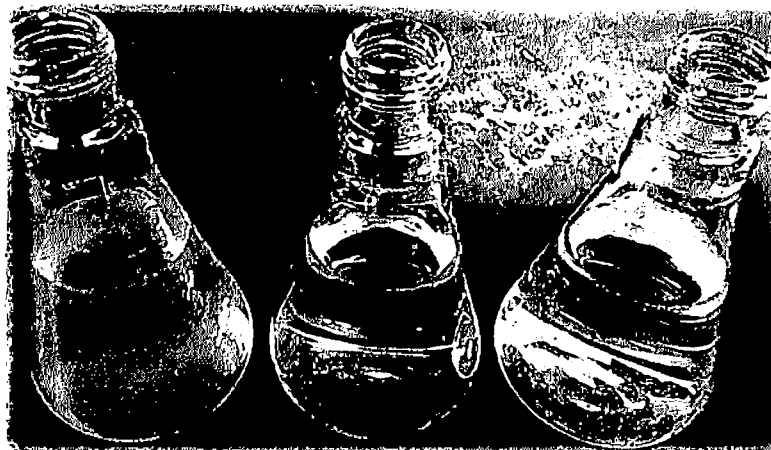
reduced monitoring requirements were granted due to the Sheboygan Regional WWTP's 100% compliance achievement of the monthly and weekly average discharge limits for both CBOD<sub>5</sub> and TSS since 2011.

Additional changes in the newly issued permit include the addition of a mercury effluent limit of 2.8 ng/L and lower phosphorus effluent limit of 0.9 mg/L. Additional reports and plans required in the new permit include a Phosphorus Optimization Plan, Land Application Plan, and the continued Mercury Pollutant Minimization Program.

#### SHEBOYGAN REGIONAL WWTP PERFORMANCE

The Sheboygan WWTP reclaimed over 4 billion gallons of water in 2016 and returned it to Lake Michigan. The WWTP treated over 3 million pounds of CBOD<sub>5</sub>, 7 million pounds of TSS, 116,000 pounds of ammonia, and 139,000 pounds of phosphorus in 2016. The treatment processes removed over 98% of the CBOD<sub>5</sub>, 99% of the TSS, 95% of the ammonia, and 86% of the phosphorus.

The WWTP achieved 100% compliance with all its WPDES Permit Effluent Limitations and Requirements. The effluent discharged to Lake Michigan is consistently well below the WPDES permit limits.



Untreated Influent – Final Treated Effluent – Drinking Water

#### BIOSOLIDS PRODUCTION

The Sheboygan WWTP recovered the nutrients (nitrogen and phosphorus) in the wastewater and generated 14 million gallons of digested, thickened liquid biosolids. Approximately 9 million gallons of the thickened liquid biosolids were utilized as a natural fertilizer on agricultural fields. The remaining liquid biosolids were further processed and dried to produce 1300 dry tons of Class A, Exceptional Quality biosolids. These biosolids were managed in accordance with the WWTP's approved

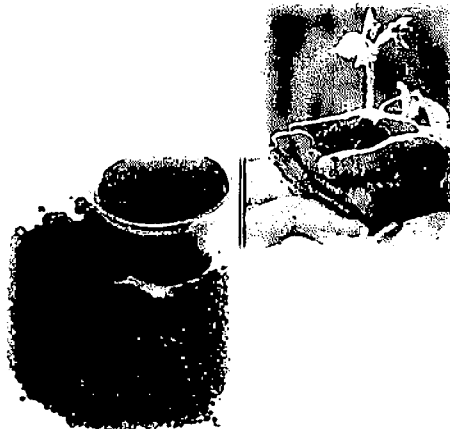
Land Management Plan and utilized and marketed by an independent contractor and as a fertilizer and soil amendment on City of Sheboygan's grounds.

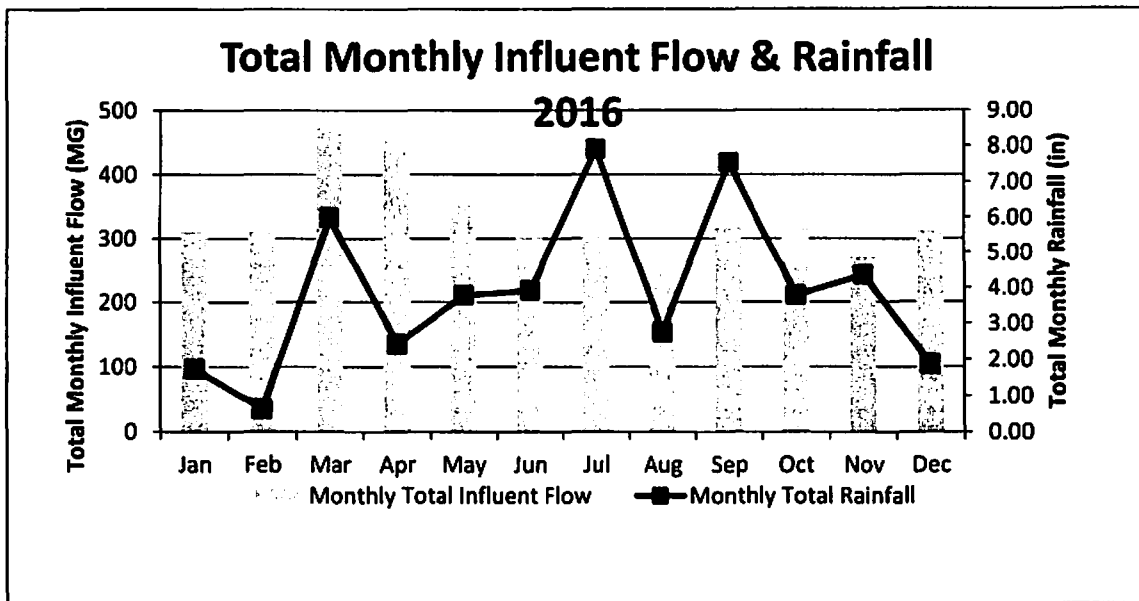
## BIOSOLIDS PROCESS DESCRIPTION

In 2014, the Sheboygan Regional WWTP diversified its biosolids management plan and installed a screw press dewatering system and a medium temperature belt dryer. A portion of the thickened biosolids are now dewatered and dried to a moisture content of less than 10%. The dryer utilizes biogas produced in the anaerobic digestion process and the waste heat from the plant's microturbines to heat the dryer to approximately 204 degrees Fahrenheit. The design of the dryer is simple; slow moving belts, drive systems using standard market components, and all stainless steel components where moisture or wear may occur. The dryer utilizes indirect heat so there is no ignition source of any kind within the dryer; therefore, it provides a safe operating environment. There is very little dust produced by the drying operation due to the slow moving belt technology and no dry recycle of any kind. The dryer has a low electrical demand and utilizes a cascading air technology and state-of-the-art controls which provide optimal energy efficiency. The dryer's enclosed system maintains a negative pressure to ensure minimal odor emissions.

The final product is a pellet sized dry product that has a very high agronomic value and is safe to use on lawns, shrubs, trees, flowers, vegetables, and as a general soil amendment. The final product has virtually no salts, so it will not burn plants. The nitrogen and phosphorus are released slowly into the soil and plants which allows for even growth and better root development.

Sheboygan's dryer is designed to dry approximately half of the biosolids produced by the facility's treatment processes. By drying half of the liquid biosolids produced, the Sheboygan Regional WWTP is able to diversify the biosolids disposal and reuse options, while minimizing capital and construction cost. The liquid biosolids are land applied via injection into agricultural fields as a natural and beneficial fertilizer. Land application of the liquid biosolids is limited by season, weather conditions, and field availability. The dried biosolids are an Exceptional Quality, Class A product that can be used in residential and agricultural applications, as well as, landfilled if necessary.





#### PRETREATMENT PROGRAM

##### ACUTE/CHRONIC WET TESTING

The WWTP's Acute and Chronic WET Testing was completed July 24-29, 2016. Wet Testing is completed on an annual basis to determine if the WWTP's effluent discharge is non-toxic to aquatic life in Lake Michigan. The testing demonstrated no toxicity as the survival rate of the Fat Head Minnows and Ceriodaphnia dubias from the WWTP was 100%.

##### SEMI-ANNUAL AND ANNUAL PRETREATMENT WPDES PERMIT REPORTS

After completion of the wastewater sampling and laboratory analysis from each permitted industrial discharger, a semi-annual and annual Periodic Compliance Report (PCR) needs to be completed and forwarded to the Department of Natural Resources (DNR). The reports are due are March 31 and September 30 of each year.

##### SIGNIFICANT INDUSTRIAL USERS (SIU)

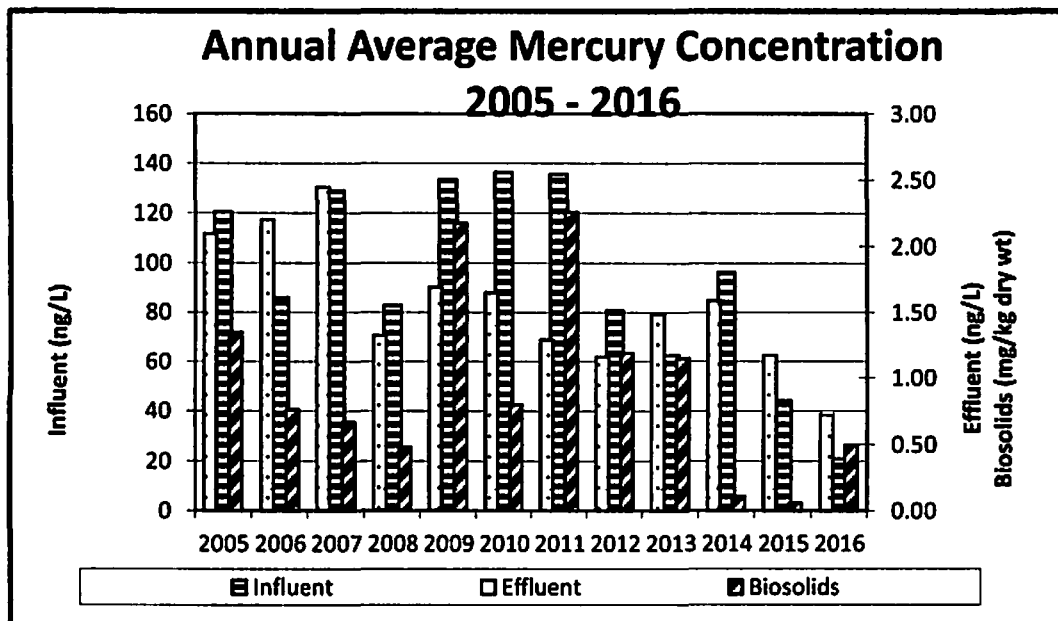
Each of the 15 permitted SIUs complete wastewater sampling and laboratory analysis for a specific list of parameters set by the Environmental Protection Agency (EPA) and the Sheboygan Regional WWTP semi-annually. Each Industry must meet their individual permit limits. In 2016, six industries received letters of Notice of Non-Compliance (NON). However, no industry was determined to be in Significant Non-compliance (SNC).

Each permitted industry received an Annual Site Inspection (ASI) during 2016. Three industries which were reissued Industrial Wastewater Permits in 2016: Curt Joa, Mayline Company and Kohler Company.

Starting mid-year 2016, each permitted industry at the time of their ASI received documentation regarding "Drug Drop" and "No Wipes down the Pipes" documentation and discussing the issues the wastewater communities are having with wipes being flushed down the toilets to the sanitary sewers. This will continue into 2017, until all permitted industries receive this documentation.

#### ANNUAL MERCURY POLLUTION MINIMIZATION PROGRAM (PMP)

Starting in 2011, a PMP was required by the WPDES Permit to be completed and reported on an annual basis. This program consists of working with the following organizations in the City of Sheboygan: School and Educational facilities, Dental Facilities, Medical Facilities and Industrial facilities. The WWTP's Annual PMP summary report is due on January 31 of each year. Since the start of this program mercury levels discharged into and leaving the treatment plant have gone down substantially, as seen on the bar graph below.



#### LABORATORY

The Sheboygan Regional WWTP Laboratory is operated primarily by one full time laboratory technician. Two operators and the lead operator assist the Laboratory Technician when needed and serve as a backup in the Laboratory Technician's absence. In 2016, the Laboratory Technician successfully trained the WWTP's newest operator as the primary back up in the laboratory.

The Sheboygan Regional WWTP Laboratory completes daily, weekly, and monthly sampling, and laboratory analyses in accordance with the WPDES permit and internal process control samples. The process control analyses are critical to determine the treatment plant efficiency and help detect and troubleshoot any

plant issues. The Sheboygan WWTP Laboratory is certified by the Wisconsin DNR and analyzes samples for BOD, TSS, pH, ammonia, residual chlorine, fecal chloroform, percent total solids, and percent volatile solids. The laboratory also performs microscopic examinations of the wastewater treatment plant's activated sludge processes. Approximately 8,000 samples were analyzed by the Sheboygan Regional WWTP Laboratory in 2016.

- Eight sludge samples a week are analyzed for percent volatile and total solids.
- One effluent sample per week is sampled and analyzed for fecal coliform bacteria.
- Once per day an effluent sample is sampled and analyzed for residual chlorine.
- Once per day an influent and effluent sample are analyzed for pH.
- Continuous sampling is done seven days per week for Influent, Primary, Effluent, Mixed Liquor Suspended Solids (MLSS), and Return Activated Sludge (RAS). From these samples, BOD is analyzed five days per week and TSS, Ammonia (NH<sub>3</sub>), and Total Phosphorus (TP) are analyzed seven days per week. Seven days per week a 30 minutes settleable test is performed on the MLSS and RAS samples, along with a TSS and pH to determine the wasting calculator for the aeration basins.
- Once per week a Gravity Belt Thickening (GBT) filtrate sample is analyzed for BOD, TSS, pH, TP, and NH<sub>3</sub>. These analyses help determine the loading sent back to the head of the plant.
- Microscopic examinations are performed once or twice a week on the MLSS. The examination includes: wet mount, India ink, gram staining, and oil immersion. The microscopic examination gives a detailed assessment of the health of the biological processes.
- Approximately 34 different types of waste are trucked in to the WWTP for treatment. Each waste type is analyzed eight times per year for BOD, TSS, TP, and pH. The analyses of these samples help determine the loadings to the WWTP and the rate charged for each waste type.
- Five municipalities sample their discharge to the WWTP once per month for four consecutive days. These samples are analyzed by the Sheboygan Regional WWTP for BOD, TSS, pH, and TP. The analyses of these samples help determine the loadings to the WWTP and the rate charged to each municipality.

#### ANNUAL QUALITY CONTROL

- The laboratory technician performed, completed, and passed the proficiency testing that is required to recertify the laboratory on an annual basis.
- All Standard Operating Procedures (SOPs), the Quality Control Manual, and Chemical Hygiene plans are reviewed and updated on an annual basis.
- All thermometers and pipettes are calibrated on an annual basis (pipettes are also checked on a quarterly basis).
- Limit of Detection (LOD) and Limit of Quantitation (LOQ) are generated for TP, NH<sub>3</sub>, and Residual Chlorine on an annual basis.
- An independent contractor tests the fume hoods, calibrates the balances, and conducts safety training on an annual basis.
- The Wisconsin DNR conducts a full laboratory audit every three years. The Sheboygan Regional WWTP Laboratory successfully passed the last audit in 2015.

## QUARTERLY/MONTHLY QUALITY CONTROL

The analytical instruments are calibrated and maintained by the Laboratory Technician as needed. The Laboratory Technician is also in charge of ordering all of supplies and making sure that all equipment and instruments are working properly.

- Bottle Blank checks are done once per quarter on the influent and effluent carboys to check for cross contamination and ensure the cleaning procedure is effective. These samples are analyzed for BOD, TSS, TP, and NH<sub>3</sub>.
- Monthly balance checks are done with certified weights to ensure the annual calibration is maintained.
- Monthly barometric checks are done on the BOD meter.
- The field BOD meter used by the operators is checked monthly against the laboratory BOD analyzer to ensure accuracy.

## AWARDS

- Wisconsin Department of Natural Resources
  - 2009 Large Laboratory of the Year
- Wisconsin Wastewater Operator Association (WWOA)
  - 2013 Bernauer Award – Dale Doerr
  - 2013 Newcomer of the Year Award – Brian Willadsen, Andy Resch
  - 2015 Bernauer Award – Dan Brady
  - 2015 Newcomer of the Year – Dana LePage
  - 2016 Newcomer of the Year – Tyler Hoffman
- American Council of Engineering Companies (ACEC)
  - 2013 Engineering Excellence Grand Award - Net Zero Energy 2016 WWOA Newcomer of the Year

## 2016 AWARDS

The WWOA recognized Tyler Hoffman as the Newcomer of the Year for his higher than average growth in operations knowledge, a willingness to learn, innovation on the job, and exceptional enthusiasm for his field at the 2016 WWOA Annual Conference in October.



VI

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

Your Committee to whom was referred R. O. No. 279-16-17 by the City Administrator submitting the City of Sheboygan Performance Measurement Accountability Policy; recommends the document be accepted and placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.1

R. O. No. 279-16-17. By CITY ADMINISTRATOR. April 5, 2017.

Submitting the City of Sheboygan Performance Measurement Accountability Policy.

*Finance*

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City Administrator



**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** R.O. 279-16-17 Performance measurement accountability policy

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**REPORT PREPARED BY:** Darrell Hofland, City Administrator

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**REPORT DATE:** March 22, 2017

**MEETING DATE:** April 10, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

In light of the City's ongoing work and commitment to improve performance measurement of City activities, City staff should have a policy on performance measurement accountability.

**STAFF COMMENTS:**

Attached is a policy on performance measurement accountability. The purpose of the policy is to provide guidance on how the City ensures municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility.

This policy is in keeping with the City of Sheboygan Strategic Plan focus area of Governing and Fiscal Management.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve R.O. 279-16-17 regarding performance measurement accountability policy.

**ATTACHMENTS:**

- I. Performance measurement accountability policy
- II. R.O. 279-16-17

## CITY OF SHEBOYGAN

### PERFORMANCE MEASUREMENT ACCOUNTABILITY POLICY

#### **Policy Statement**

The City of Sheboygan will promote accountable and transparent municipal governance guided by the following principles:

1. Decision-making will be open and transparent.
2. Municipal operations will be conducted in an ethical and accountable manner.
3. Financial resources and physical infrastructure will be managed in an efficient and effective manner
4. Municipal information will be accessible so that it is consistent with legislative requirements.
5. Inquiries, concerns and complaints will be responded to in a timely manner.
6. Financial oversight, service standards and performance reporting and all other accountability documents will be made available and accessible, in language that the public can understand, to increase the opportunity for public scrutiny and involvement in municipal operations.
7. Every new delegation of power or authority will have a corresponding accountability mechanism.

#### **Definitions**

**Accountability** – The principle that the municipality is obligated to demonstrate and take responsibility for its actions, decisions and policies and that it is answerable to the public at large.

**Transparency** – The principle that the municipality will conduct its business in an accessible, clear and visible manner and that its activities are open to examination by its stakeholders.

#### **Purpose**

This policy provides guidance on how the City of Sheboygan ensures municipal matters are approached in an accountable and transparent manner, with emphasis on openness, ethics, performance outcomes and fiscal responsibility.

#### **Policy Requirements**

##### **1. Open Government and Legislated Requirements**

The City of Sheboygan is accountable and transparent to taxpayers by fulfilling various legislated responsibilities and disclosure of information. The following are municipal codes that govern how the city conducts its business in a public, accountable and transparent manner:

1. Sec: 2–111. – Open to Public
2. Sec: 2–837. – Duty to Maintain Records
3. Sec: 2–839. – Public Access to Records

## **2. Financial Accountability, Oversight and Reporting**

The City of Sheboygan is accountable and transparent to taxpayers by identifying the source of city funds and how those funds are used to deliver services. The following policies, procedures and practices demonstrate the City of Sheboygan's best-practice financial accountability and oversight and reporting mechanisms, including:

1. External Auditor and their report
2. Annual and Quarterly Financial Statements
3. Long Range Financial Plan

## **3. Performance Measurement and Reporting**

The City of Sheboygan is accountable to taxpayers by using various results-orientated tools to measure progress on performance and the achievement of corporate service standards and goals. The City of Sheboygan is committed to producing performance information that measures how the city is doing in all areas over which it has responsibility, from financial reporting to human resource management to service delivery, including:

1. Annual Report
2. Annual Program Budget
3. Dashboard
4. Quarterly Performance Reports to the Common Council

## **Responsibilities**

Common Council and city staff are responsible for adhering to the parameters of this policy and for ensuring accountability for their actions and transparency of municipal operations.

**VII**

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

Your Committee to whom was referred R. O. No. 281-16-17 by the Director of Planning and Development submitting a request from Chad Pelishek regarding the 2016 Annual Report for the Department of City Development; recommends the document be accepted and placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

III

4.3

R. O. No. 281-16-17. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
April 5, 2017.

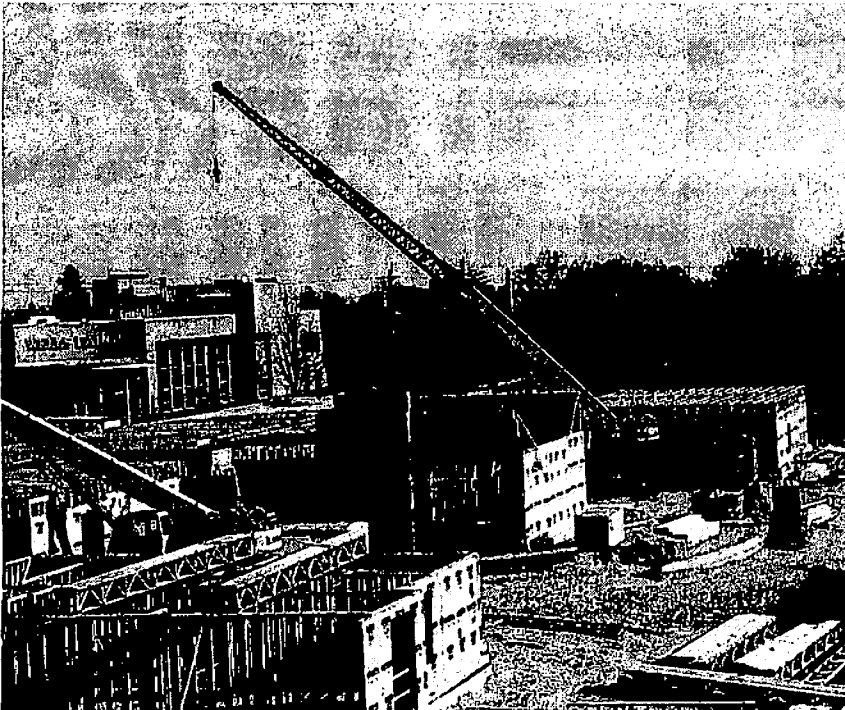
Submitting a request from Chad Pelishek, Director of Planning and Development, the 2016 Annual Report for the Department of City Development.

*Finance*

\_\_\_\_\_  
Director of Planning & Development

City of Sheboygan Department of  
**CITY DEVELOPMENT**

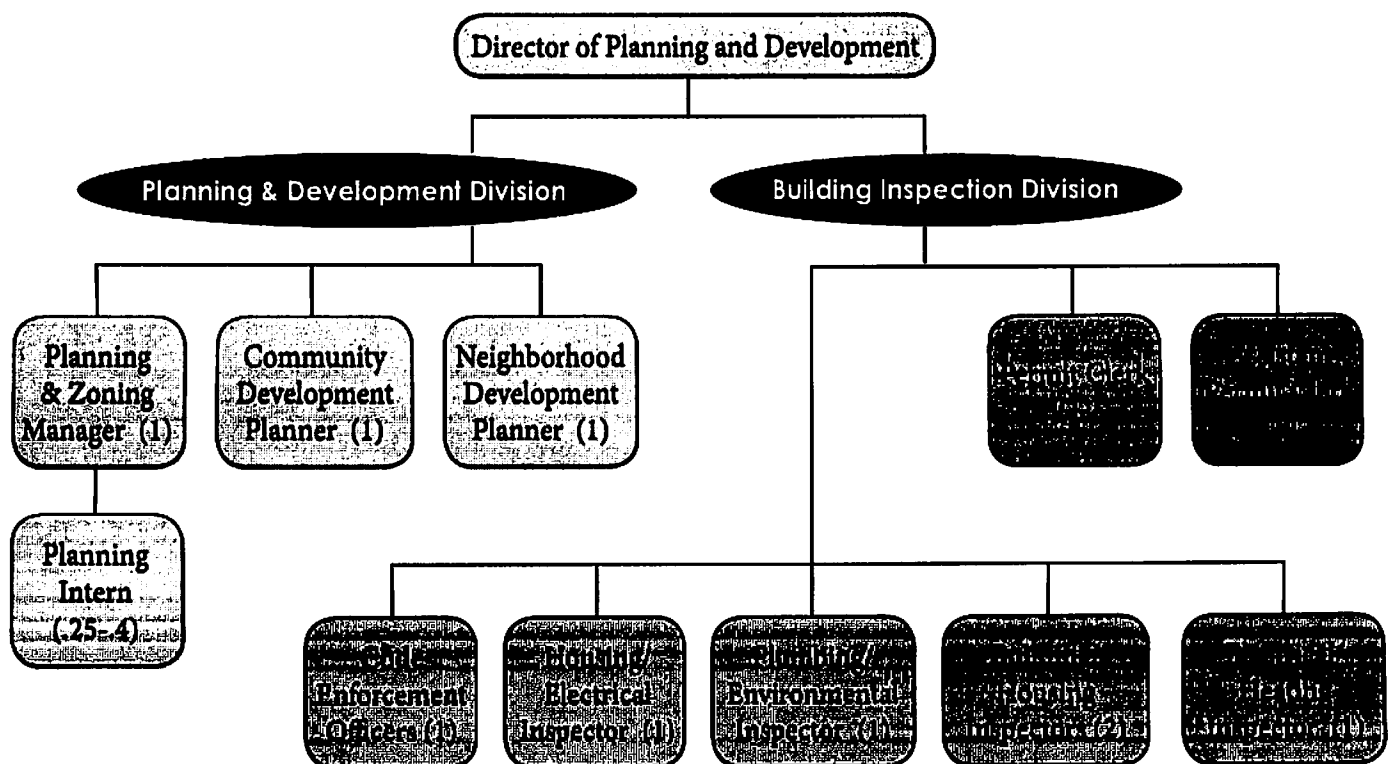
2016 Annual Report of Departmental Performance



## Department Profile

The Department of Planning and Development Annual Report is the first of its kind from the Department. The report outlines accomplishments regarding development activity and trends, and departmental initiatives.

The Department of Planning and Development is made up of two divisions, Planning and Development and Building Inspection. The Department consists of 12 staff positions, eight positions in Building Inspection and four positions in Planning and Development. The chart below illustrates the current organizational structure of the department.



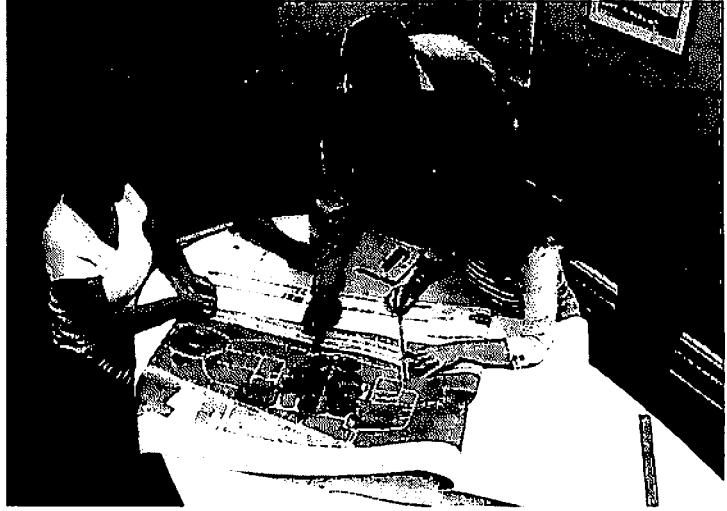
# Planning & Development

## Mission Statement

Actively promote a diverse, safe, and dynamic community and enhance the living, working, and recreational choices for all Sheboygan citizens and visitors.

## Vision Statement

The vision of Planning & Development is to take a leadership role in creating opportunities for our City to continue to grow and sustain our diverse communities that define and give Sheboygan its unique character.



### The Planning & Development Division provides:

- Conditional use permits
- Site plan approval
- Zoning information and letters
- Home occupation approval
- Landscape plan review and approval
- Neighborhood association support
- GIS mapping services
- CDBG grant management
- Business loans
- Housing rehabilitation loans
- Grant writing services
- Grant disbursement and management
- Website management
- Social media coordination
- Plan/report writing and document design
- Sustainability initiative coordination
- Sign Permits
- Economic development services
- Business Improvement District support
- Green Tier Legacy Community representation
- Neighborhood planning services
- Landlord Training administration

Planning & Development Permits & Applications in 2016	Number
Conditional Use Permit/Site Plan/ Rezone	88
Architectural Review	49
Sign Permits	94
Zoning Letters	28
Tower/Equipment Modification	7
Home Occupation (Administrative)	3
<b>Totals</b>	<b>267</b>

## Planning & Development Division Boards, Commissions, and Committees

The Planning and Development Division staffs multiple boards, commissions and committees. Planning and Development staff coordinates meetings and provides these groups with professional reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Planning and Development Division include:

- Architectural Review Board
- Plan Commission
- Redevelopment Authority
- Housing Rehabilitation/Historic Preservation
- Sustainable Sheboygan Task Force
- Common Council
- Board of Zoning Appeals
- Joint Review Board



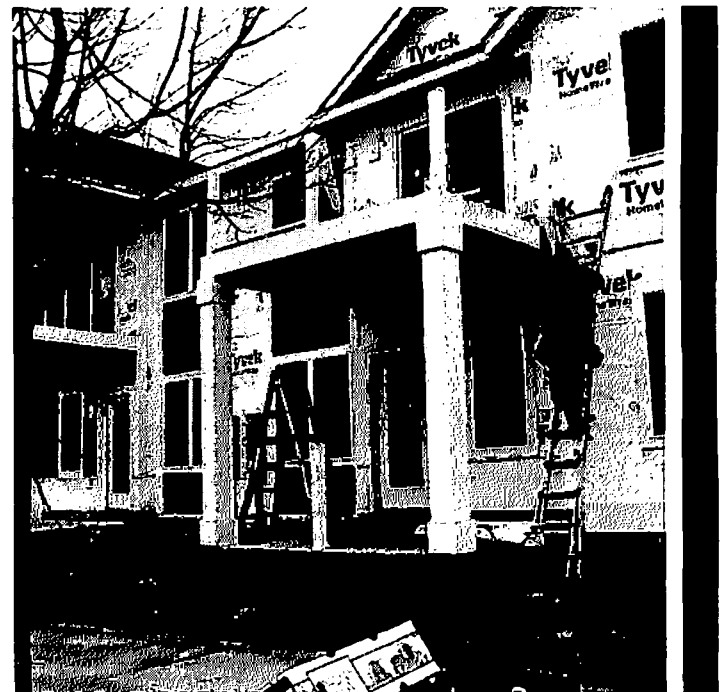
Profile of Large Projects in 2016

Project	Value	Square Footage	Jobs Created
<b>Old World Creamery Bottling Facility</b>	\$3,500,000	N/A	50
<b>Saco Polymers new corporate headquarters</b>	\$5,100,000	30,000	15
<b>Fifth Generations warehousing facility</b>	\$2,800,000	135,000	N/A
<b>Sheboygan Paper Box expansion</b>	\$8,000,000	30,000	30
<b>Acuity expansion</b>	\$75,000,000	1,000,000	75
<b>The Black Pig banquet facility</b>	\$750,000	10,000	30
<b>Burger King construction</b>	\$850,000	8,500	40
<b>Harbor Freight Tools construction</b>	\$1,200,000	15,333	30
<b>Aurora Health Care Behavioral Health Center</b>	\$1,200,000	6,300	10
<b>Parker John's construction</b>	\$500,000	30,000	30
<b>Seven single-family homes constructed</b>	\$1,468,510	N/A	N/A
<b>Thirteen two-family homes constructed</b>	\$5,540,000	N/A	N/A
<b>The Founders Club, LLC phase 1 renovation</b>	\$1,200,000	N/A	N/A
<b>Oakbrook Corp. mixed-use development</b>	\$10,700,000	N/A	N/A
<b>Apartment development on Union Avenue</b>	\$5,100,000	N/A	N/A
<b>Townhome construction on South Pier</b>	\$11,700,000	N/A	N/A
<b>Totals</b>	<b>\$134,608,510</b>	<b>1,265,133</b>	<b>310</b>

Industrial

Commercial

Residential



## Grant Writing & Management

Department staff provide grant writing services to multiple city departments and coordinate efforts to obtain grants. Organizations that Department staff have coordinated with to obtain and implement grants include: Alliance for the Great Lakes, Sheboygan County Economic Development Corporation, Camp Y-Koda, as well as city departments including the Department of Public Works.

Planning & Development staff manage multiple grants. The City of Sheboygan is a CDBG Entitlement Community, and receives a federal grant. The funds associated with this grant are used by the City, but also awarded to other public agencies who apply to the city for funding. Department staff also manage the disbursement of Neighborhood Grants to recognized Neighborhood Associations for groups to realize neighborhood projects and hold events that increase community awareness and association involvement.



Grants Obtained	Amount	Project
State Energy Office	\$75,000	Energy Efficient Lighting
WEDC	\$250,000	Encore Apartments
Community Development Block Grant - DR	\$40,200	Pennsylvania Avenue Lighting
Fund for Lake Michigan	\$25,500	Lake Michigan Education & Stewardship
Tony Hawk Foundation	\$5,000	Skate Park Project
Community Development Block Grant	\$813,000	CDBG Entitlement Community

## City of Sheboygan Revolving Loan Programs

Name	Amount of Loan	Jobs Created	Expected Increase in Tax Base
Parker Johns	\$125,000	20 FTE	\$1,100,000
Paper Box Specialty	\$100,000	4 FTE	\$350,000
Doin LLC	\$70,000	5 FTE	\$225,000
Old World Creamery	\$300,000	19 FTE	\$300,000
Sign Shop	\$100,000	4 FTE	\$150,000
Harvest Cafe	\$70,000	3 FTE	\$350,000
Sprecher	\$250,000	25 FTE	
ePower Manufacturing	\$300,000	13 FTE	\$1,100,000
<b>Totals</b>	<b>\$1,315,000</b>	<b>93 FTE</b>	<b>\$3,575,000</b>

### Business Loan Program

The Planning & Development Division offers business loans as an economic development tool. These loans offer businesses a loan for establishing a business, and improving or expanding a business depending on the amount of full time equivalent (FTE) jobs that are created. See the chart to the left for an outline of business loans disbursed in 2016.

### Housing Loan Program

Department staff is responsible for disbursing low interest housing rehabilitation loans to low and moderate income households, from a revolving loan fund built from CDBG funds. In 2016 the city disbursed a total of \$88,252 in housing rehabilitation loans which funded the repair of six roofs, replaced windows on two homes, replaced siding on one home, repaired plumbing and electrical in one home, and replaced a furnace.

## Coordination with Outside Organizations

### Tourism

The Department of Planning and Development staff are actively involved in the Visit Sheboygan, Inc. and has held a chairperson role on the Board of Directors and actively works to increase visitor spending and room tax collections year over year. 2016 saw the largest increase in room tax collections in a non PGA golfing year, since 2010. The Director of Planning and Development is actively involved in coordinating the 4th of July Celebration and overseeing the activities of Visit Sheboygan.

### National Marine Sanctuary

The Department has been very active with the community working group centered around the National Marine Sanctuary along with the Mayor's office. The Department continues to promote the sanctuary designation as it relates to economic development opportunities and increased tourism spending locally. The Department has been the leader in educating the public through public presentations on the what the sanctuary designation could mean to Sheboygan and the mid-Lake region where the sanctuary is proposed.

### Sustainability

Department staff has taken an active role in implementing the City's Sustainability Plan and staff to the Sheboygan Sustainable Task Force. The Department has had a non paid sustainable internship for the past two years. This position is held by a high school or a college student. The staff and intern have been responsible for implementing initiatives outlined by the Task Force and well as other initiatives to make city operations more sustainable. Department staff also attends Green Tier Legacy Community meetings, and maintains Sheboygan's standing as a Green Tier Charter Member.

### Other City Department Assistance

Department staff work daily with other city departments including Finance, City Attorney, City Clerk, Fire Department, Police Department, Department of Public Works, Transit and Parking, Water Utility, and Purchasing. Department staff has provided document creation and design services for specific projects identified in this departments.

### Sheboygan Squared

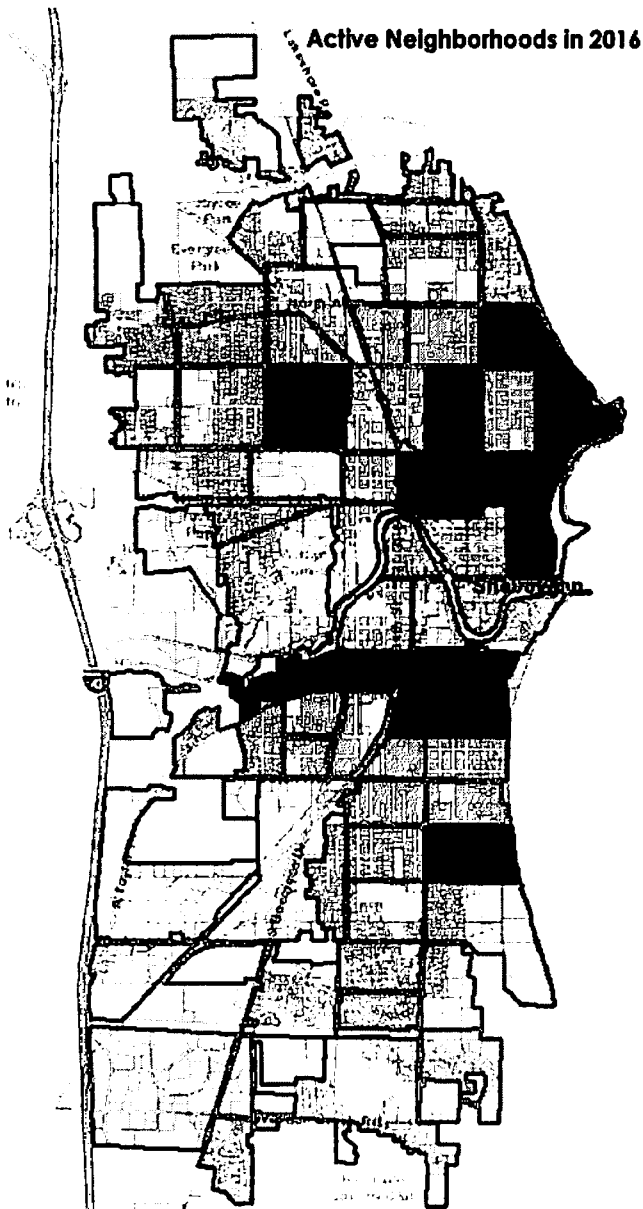
Department staff continue to work closely with Sheboygan Squared in revitalizing downtown Sheboygan. A number of initiatives were collaborated on that included beautification through additional flower plantings, Christmas decorations, enhancement of city alleys, business retention and attraction efforts, and marketing and promotion.



## Neighborhood Organization

The Planning & Development division provide support to officially recognized neighborhood organizations, as well as groups holding regular meetings or that are beginning the process to become officially recognized neighborhood groups. Staff supports the non-profit organization, Sheboygan Neighborhood Pride whose focus is helping neighbors organize into groups, address concerns, and become official organizations. Staff aids these neighborhoods in providing design services, organizing agendas and writing minutes, helping plan and coordinate neighborhood events, and administering a neighborhood grant program. The map below highlights neighborhoods that have organized meetings or officially recognized associations.

Department staff also supports the Mayor's Neighborhood Leadership Cabinet (MNL), which is a bimonthly meeting of representatives from city departments, and from each of the recognized neighborhood associations. In the MNL, the city and neighborhoods exchange information on current events and discuss best practices.

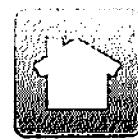
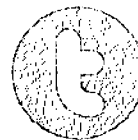


## Communication & Social Media

The Planning & Development division has spearheaded the city's communication and social media campaign. Development staff is responsible for the City website, Twitter feed, Nextdoor site, and Facebook page. The development department began issuing monthly updates via a Development Newsletter to the public on what is happening in Sheboygan's development. The newsletter is distributed through all social media outlets, and is posted on the website.

### Nextdoor

In 2014 Planning and Development created a Nextdoor site for the City of Sheboygan when Nextdoor was a relatively new concept. Nextdoor is now used widely across the country as a social networking tool to increase neighborhood communication. In Sheboygan, Nextdoor has over 2,600 users and continues to grow steadily. The heat map to the right shows the areas in Sheboygan with highest use of the Nextdoor site. Nearly every neighborhood in the City participates.



### Interdepartmental Communication

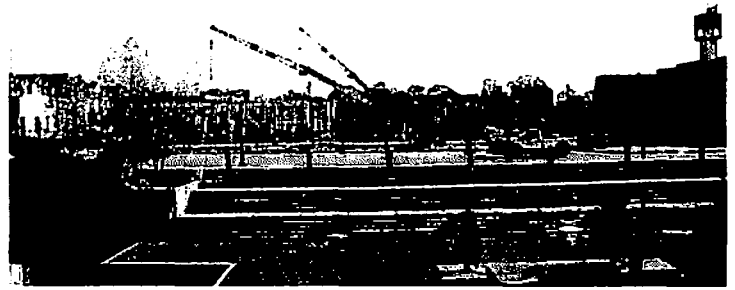
Seeing a need for and the benefit of increased communication between the Development Department, Attorney's Department, Police Department, and Landlord Association, the Planning and Development staff holds a monthly meeting between all entities to discuss issues and the status of work being done. Recently, these meetings have expanded to include the Department of Public Works. These meetings focus on seeing real results in resolving issues in Sheboygan's neighborhoods and have proved valuable for all.

# Building Inspection

The Building Inspection division is dedicated to the public safety in the construction environment throughout the city through development and promotion of uniform codes and standards, code administration, and in education and instruction of safe and secure homes and businesses.

### The Building Inspection Division provides:

- Building inspection services
- Electrical inspection services
- Heating inspection services
- Plumbing inspections services
- Clearwater inspections
- Weights and measures
- Residential and commercial plan review
- Code enforcement
- Landlord/tenant concerns
- Contractor licensing
- Occupancy inspections



## Permitting

The Building Inspection division provides a public service window, open during City Hall business hours, at which the public can obtain permits on-the-spot. The Building Inspection Division is customer focused and strives to address permitting issues as swiftly as possible.

## Coordination

The Building Inspection division also works closely with Planning and Zoning, Engineering, Utilities, Streets, Police, Fire/Rescue during final inspections phase of the project and during criminal and fire investigations. All inspections are scheduled with the building and housing inspectors.

## Enforcement

The Building Inspection division has adopted all the Department of Professional and Safety, State of Wisconsin Building, Mechanical, National Electric Code (NEC) and Plumbing Codes. Through the adoption of these codes, the city ensures that all construction in the city is compliant with all codes and requirements of the State. The city also adopts the International Property Maintenance Code as it relates to enforcement of property maintenance.

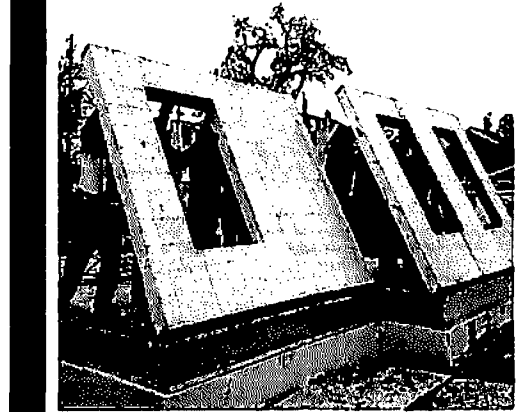
Building Inspection Permits	2016 Issued	Total Fees Collected
<b>Building: Non-Structural</b>	271	\$28,140
<b>Building: Alterations</b>	140	\$12,120
<b>Roofing</b>	711	\$66,620
<b>Siding</b>	110	\$11,250
<b>Windows/Doors</b>	287	\$21,600
<b>Fence/Steps</b>	185	\$7,802
<b>Driveways</b>	129	\$6,480
<b>Decks</b>	52	\$3,575
<b>Garages</b>	33	\$2,591
<b>Utility/Storage Bldgs.</b>	36	\$4,603
<b>Addition to Residence</b>	3	\$1,278
<b>Swimming Pools</b>	1	\$50
<b>Handicap Ramps</b>	4	\$190
<b>Wrecking/Razing</b>	25	\$3,885
<b>Signs</b>	96	\$13,661
<b>One-Family Residence</b>	7	\$7,802
<b>Two-Family Residence</b>	26	\$50,183
<b>Commercial Alterations</b>	24	\$92,870
<b>Commercial Addition</b>	40	\$103,628
<b>Occupancy Permits</b>	36	\$9,000
<b>Electrical</b>	313	\$178,701
<b>HVAC</b>	552	\$226,190
<b>Plumbing</b>	329	\$65,770
<b>Totals</b>	<b>3,410</b>	<b>\$918,107</b>

Building Inspection Licensing	2016 Issued	Total Fees Collected
<b>Weights and Measures</b>	103	\$35,859
<b>Contractor Licensing</b>	364	\$74,765
<b>Totals</b>	<b>467</b>	<b>\$110,624</b>

<b>Total Permits and Licensing</b>	<b>3,877</b>	<b>\$1,028,731</b>
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## Residential Housing Construction 2012-2016

Year	Housing Type	Number of Units	Percentage	Number of Buildings
<b>2012</b>	Single	3	100%	3
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		<b>3</b>	<b>100%</b>	<b>3</b>
<b>2013</b>	Single	1	33%	1
	Duplex	2	67%	1
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		<b>3</b>	<b>100%</b>	<b>2</b>
<b>2014</b>	Single	7	100%	7
	Duplex	0	0%	0
	Multi - Apartment	0	0%	0
	Multi - Condominium	0	0%	0
		<b>7</b>	<b>100%</b>	<b>7</b>
<b>2015</b>	Single	7	8%	7
	Duplex	2	2%	1
	Multi - Apartment	72	89%	5
	Multi - Condominium	0	0%	0
		<b>8</b>	<b>100%</b>	<b>13</b>
<b>2016</b>	Single	7	5%	7
	Duplex	26	20%	13
	Multi - Apartment	98	75%	2
	Multi - Condominium	0	0%	0
		<b>131</b>	<b>100%</b>	<b>22</b>
<b>Totals</b>	Single	25	11%	25
	Duplex	30	13%	15
	Multi - Apartment	170	76%	7
	Multi - Condominium	0	0%	0
		<b>225</b>	<b>100%</b>	<b>47</b>



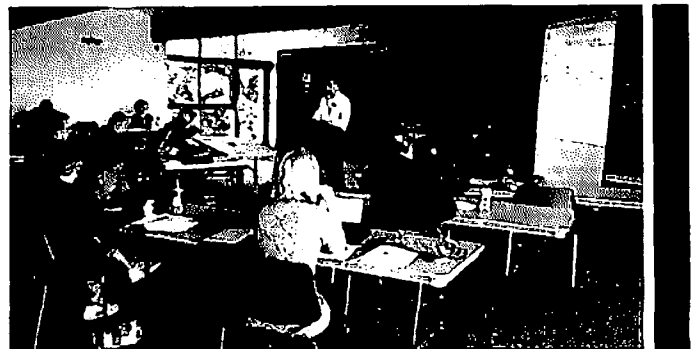
### Building Inspection Division Boards, Commissions, and Committees

The Building Inspection Division staffs multiple boards, commissions and committees. Building Inspection staff coordinates meetings and provides these groups with professional, expert reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Building Inspection Division include:

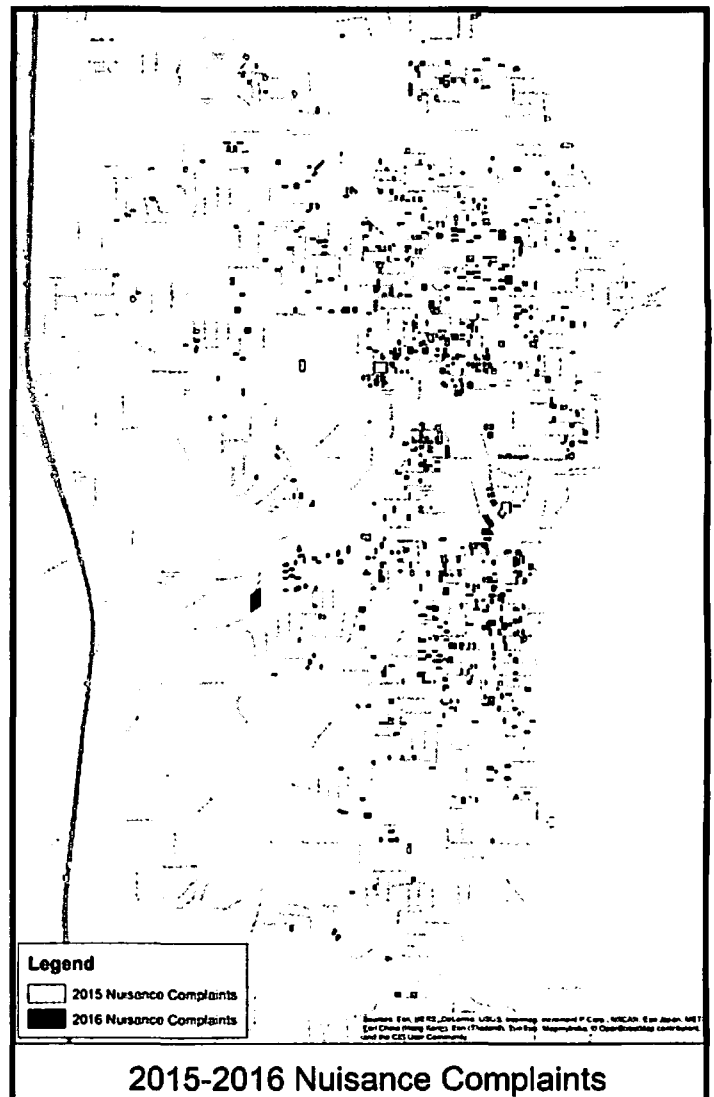
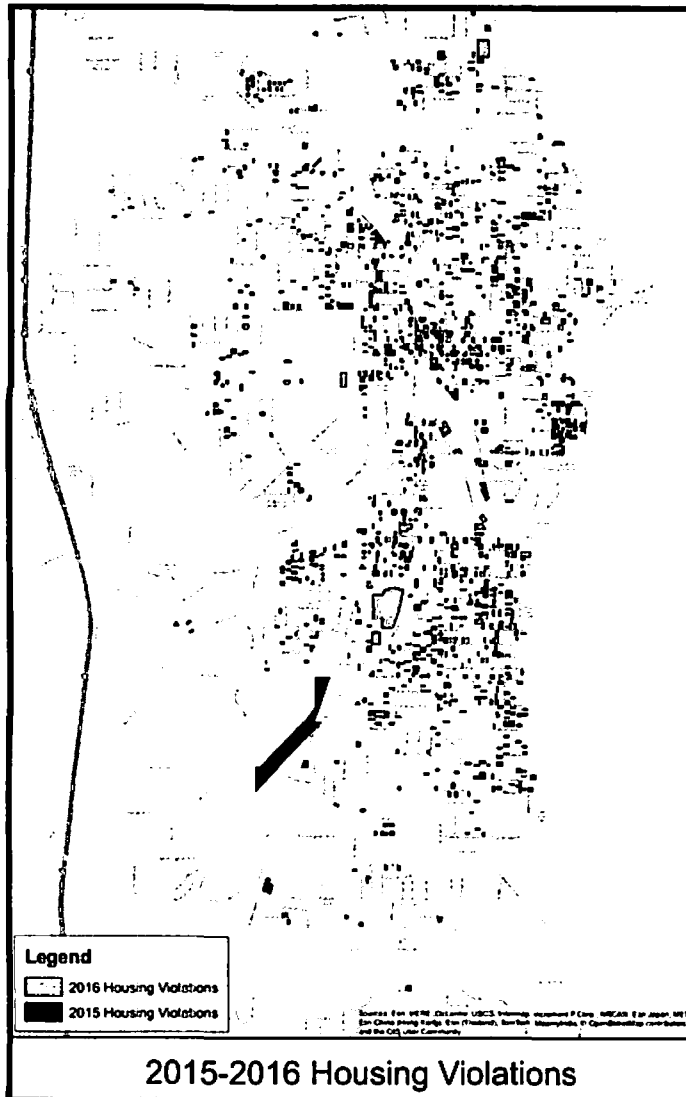
- Board of Zoning Appeals
- Board of Housing Appeals and Fair Housing Practices
- Board of Contractors Examiners
- Board of Plumbing
- Board of Heating Examiners

### City of Sheboygan Landlord Training Program

The City of Sheboygan runs an annual Landlord Training Program for area landlords to become more familiar with current landlord/tenant laws, police procedures, tenant screening, and property maintenance. Over the past five years, over 150 landlords have attended the training.



## Code Enforcement & Neighborhood Revitalization



The Building Inspection Division added a part-time Code Enforcement Officer in 2015. The primary focus of this position is to be present in Sheboygan's neighborhoods, identify code violations, notify property owners, and issue citations if necessary. In the past, Building Inspectors were expected to spend part of their time focusing on code enforcement, but as the economy strengthened and more commercial construction began, their time for code enforcement was limited. This limitation led to the creation of the Code Enforcement Officer Position. Since the beginning of 2015 Sheboygan's neighborhoods have visually improved due to the actions and diligence of the Code Enforcement Officer.

In the five years prior to the Code Enforcement Officer's establishment, the Building Inspection Division issued a total of 3,465 orders to property owners to bring their properties to code. Most of these were concentrated in targeted neighborhood areas.

When the Code Enforcement Officer began working in the neighborhoods, not only would he issue notices for housing code violations, but would also address nuisance issues such as garbage and debris, and identify zoning, storage, and parking issues. Nuisance issues such as these are some of the most common complaints in neighborhood meetings, and remedying these issues is vital in revitalizing Sheboygan's neighborhoods.

In 2015 & 2016 the Building Inspection Division issued a total of 1,630 housing code violation notices and a total of 909 nuisance violations, as illustrated in the maps above. Each notice that is issued must be followed up on, and communication with the property owner is generally made so that compliance can be reached. If compliance cannot be reached, municipal citations with fines ranging from \$187-691 can be issued. In 2015 and 2016 the Building Inspection division sent out a total of 1,239 citations.



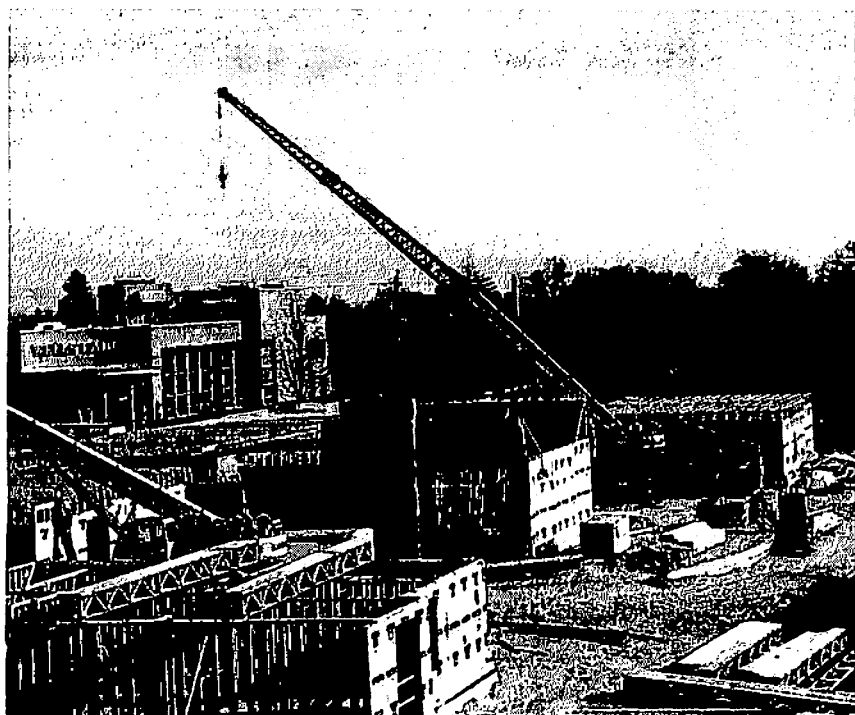
Department of City Development  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081  
(920) 459-3377

[www.sheboyganwi.gov](http://www.sheboyganwi.gov)



# City of Sheboygan Department of CITY DEVELOPMENT

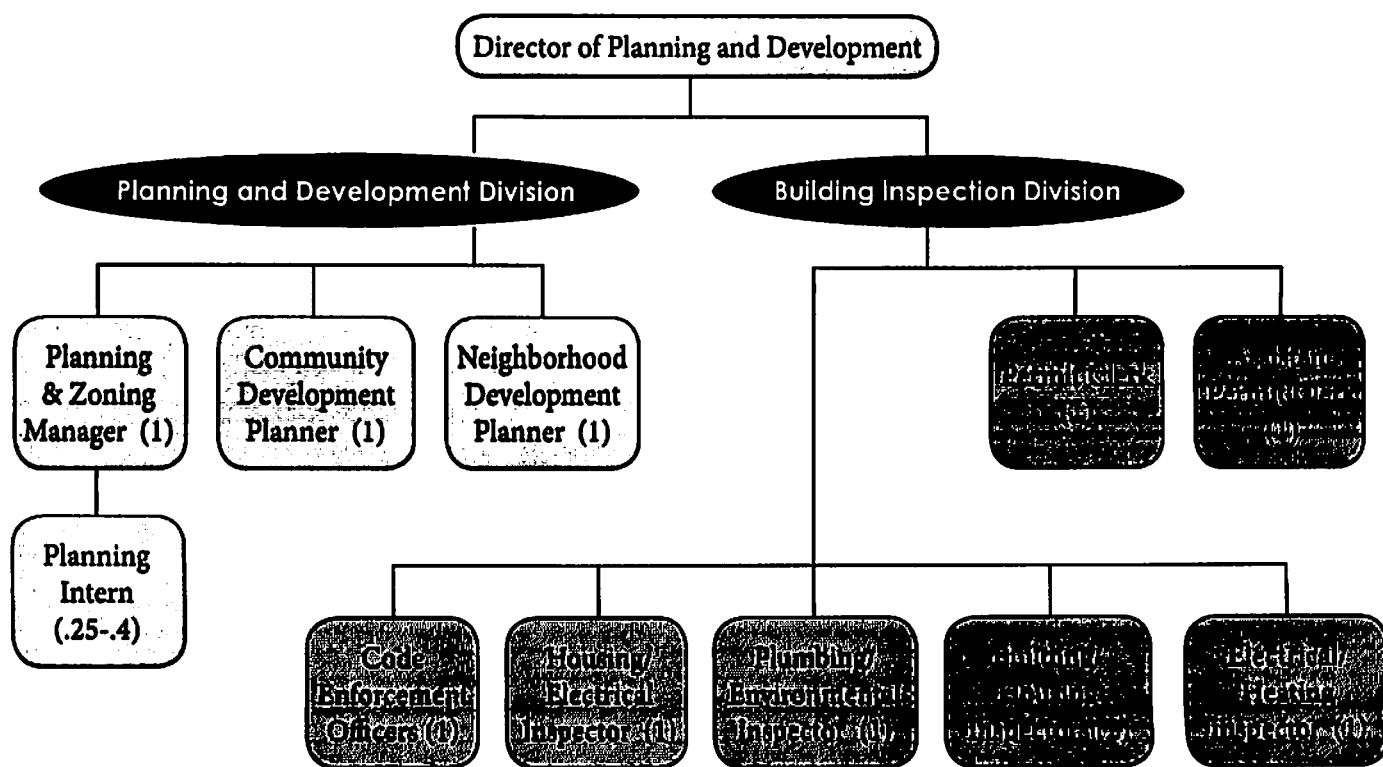
2016 Annual Report of Departmental Performance



## Department Profile

The Department of City Development Annual Report is the first of its kind from the Department. The report outlines accomplishments regarding development activity and trends, and departmental initiatives.

The Department of City Development is made up of two divisions, Planning and Development and Building Inspection. The Department consists of 12 staff positions, eight positions in Building Inspection and four positions in Planning and Development. The chart below illustrates the current organizational structure of the department.



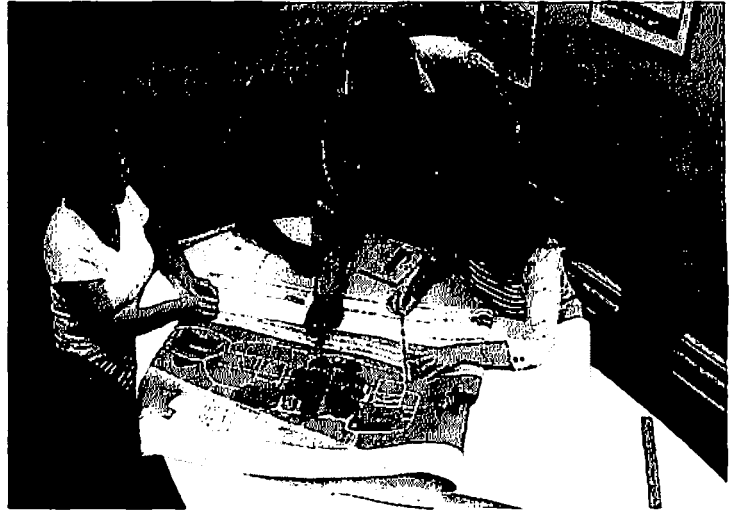
# Planning and Development division

## Mission Statement

Actively promote a diverse, safe, and dynamic community and enhance the living, working, and recreational choices for all Sheboygan citizens and visitors.

## Vision Statement

The vision of Planning and Development division is to take a leadership role in creating opportunities for our city to continue to grow and sustain our diverse communities that define and give Sheboygan its unique character.



### The Planning and Development division provides:

- Conditional use permits
- Site plan approval
- Zoning information and letters
- Home occupation approval
- Landscape plan review and approval
- Neighborhood association support
- GIS mapping services
- CDBG grant management
- Business loans
- Housing rehabilitation loans
- Grant writing services
- Grant disbursement and management
- Website management
- Social media coordination
- Plan/report writing and document design
- Sustainability initiative coordination
- Sign Permits
- Economic development services
- Business Improvement District support
- Green Tier Legacy Community representation
- Neighborhood planning services
- Landlord Training administration

Planning and Development Permits & Applications in 2016	Number
Conditional Use Permit/Site Plan/ Rezone	88
Architectural Review	49
Sign Permits	94
Zoning Letters	26
Tower/Equipment Modification	7
Home Occupation (Administrative)	3
<b>Totals</b>	<b>267</b>

## Planning and Development Division Boards, Commissions, and Committees

The Planning and Development division staffs multiple boards, commissions and committees. Planning and Development staff coordinates meetings and provides these groups with professional reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Planning and Development division include:

- Architectural Review Board
- Plan Commission
- Redevelopment Authority
- Housing Rehabilitation/Historic Preservation
- Sustainable Sheboygan Task Force
- Common Council
- Board of Zoning Appeals
- Joint Review Board

## Profile of Large Projects in 2016

	Project	Value	Square Footage	Jobs Created
Industrial	Old World Creamery Bottling Facility	\$3,500,000	N/A	50
	Saco Polymers new corporate headquarters	\$5,100,000	30,000	15
	Fifth Generations warehousing facility	\$2,800,000	135,000	N/A
	Sheboygan Paper Box expansion	\$8,000,000	30,000	30
Commercial	Acuity expansion	\$75,000,000	1,000,000	75
	The Black Pig banquet facility	\$750,000	10,000	30
	Burger King construction	\$850,000	8,500	40
	Harbor Freight Tools construction	\$1,200,000	15,333	30
	Aurora Health Care Behavioral Health Center	\$1,200,000	6,300	10
Residential	Parker John's construction	\$500,000	30,000	30
	Seven single-family homes constructed	\$1,468,510	N/A	N/A
	Thirteen two-family homes constructed	\$5,540,000	N/A	N/A
	The Founders Club, LLC phase 1 renovation	\$1,200,000	N/A	N/A
	Oakbrook Corp. mixed-use development	\$10,700,000	N/A	N/A
	Apartment development on Union Avenue	\$5,100,000	N/A	N/A
	Townhome construction on South Pier	\$11,700,000	N/A	N/A
	<b>Totals</b>	<b>\$134,608,510</b>	<b>1,265,133</b>	<b>310</b>



## Grant Writing and Management

Division staff provide grant writing services to multiple city departments and coordinate efforts to obtain grants. Organizations that division staff have coordinated with to obtain and implement grants include: Alliance for the Great Lakes, Sheboygan County Economic Development Corporation, Camp Y-Koda, as well as city departments including the Department of Public Works.

Planning and Development staff manage multiple grants. The City of Sheboygan is a CDBG Entitlement Community, and receives a federal grant. The funds associated with this grant are used by the city, but also awarded to other public agencies who apply to the city for funding. Division staff also manage the disbursement of neighborhood grants to recognized Neighborhood Associations for groups to realize neighborhood projects and hold events that increase community awareness and association involvement.



Grants Obtained	Amount	Project
State Energy Office	\$75,000	Energy Efficient Lighting
WEDC	\$250,000	Encore Apartments
Community Development Block Grant - DR	\$40,200	Pennsylvania Avenue Lighting
Fund for Lake Michigan	\$25,500	Lake Michigan Education & Stewardship
Tony Hawk Foundation	\$5,000	Skate Park Project
Community Development Block Grant	\$813,000	CDBG Entitlement Community

## City of Sheboygan Revolving Loan Programs

Name	Amount of Loan	Jobs Created	Expected Increase in Tax Base
Parker Johns	\$125,000	20 FTE	\$1,100,000
Paper Box Specialty	\$100,000	4 FTE	\$350,000
Doin LLC	\$70,000	5 FTE	\$225,000
Old World Creamery	\$300,000	19 FTE	\$300,000
Sign Shop	\$100,000	4 FTE	\$150,000
Harvest Cafe	\$70,000	3 FTE	\$350,000
Sprecher	\$250,000	25 FTE	
ePower Manufacturing	\$300,000	13 FTE	\$1,100,000
<b>Totals</b>	<b>\$1,315,000</b>	<b>93 FTE</b>	<b>\$3,575,000</b>

### Business Loan Program

The Planning and Development division offers business loans as an economic development tool. These loans offer businesses funding to establishing a business, and improving or expanding a business depending on the amount of full time equivalent (FTE) jobs that are created. See the chart to the left for an outline of business loans disbursed in 2016.

### Housing Loan Program

Division staff is responsible for disbursing low interest housing rehabilitation loans to low and moderate income households, from a revolving loan fund built from CDBG funds. In 2016 the city disbursed a total of \$88,252 in housing rehabilitation loans which funded the repair of six roofs, replaced windows on two homes, replaced siding on one home, repaired plumbing and electrical in one home, and replaced a furnace.

## Coordination with Outside Organizations

### Tourism

The Planning and Development division staff are actively involved in the Visit Sheboygan, Inc. and has held a chairperson role on the Board of Directors and actively works to increase visitor spending and room tax collections year over year. 2016 saw the largest increase in room tax collections in a non PGA golfing year, since 2010. The Director of Planning and Development is actively involved in coordinating the 4th of July Celebration and overseeing the activities of Visit Sheboygan.

### National Marine Sanctuary

The division has been very active with the community working group centered around the National Marine Sanctuary along with the Mayor's Office. The division continues to promote the sanctuary designation as it relates to economic development opportunities and increased tourism spending locally. The division has been the leader in educating the public through public presentations on what the sanctuary designation could mean to Sheboygan and the mid-Lake region where the sanctuary is proposed.

### Sustainability

Division staff has taken an active role in implementing the City's Sustainability Plan and staff the Sheboygan Sustainable Task Force. The division has had a non-paid sustainability internship for the past two years. This position is held by a high school or a college student. The staff and intern have been responsible for implementing initiatives outlined by the Task Force and well as other initiatives to make city operations more sustainable. Division staff also attend Green Tier Legacy Community meetings, and maintains Sheboygan's standing as a Green Tier Charter Member.

### Other City Department Assistance

Division staff work daily with other city departments including Finance including Purchasing, City Attorney, City Clerk, Fire, Police, Public Works, Transit and Parking, and Water Utility. Division staff has provided document creation and design services for specific projects identified in these departments.

### Sheboygan Squared

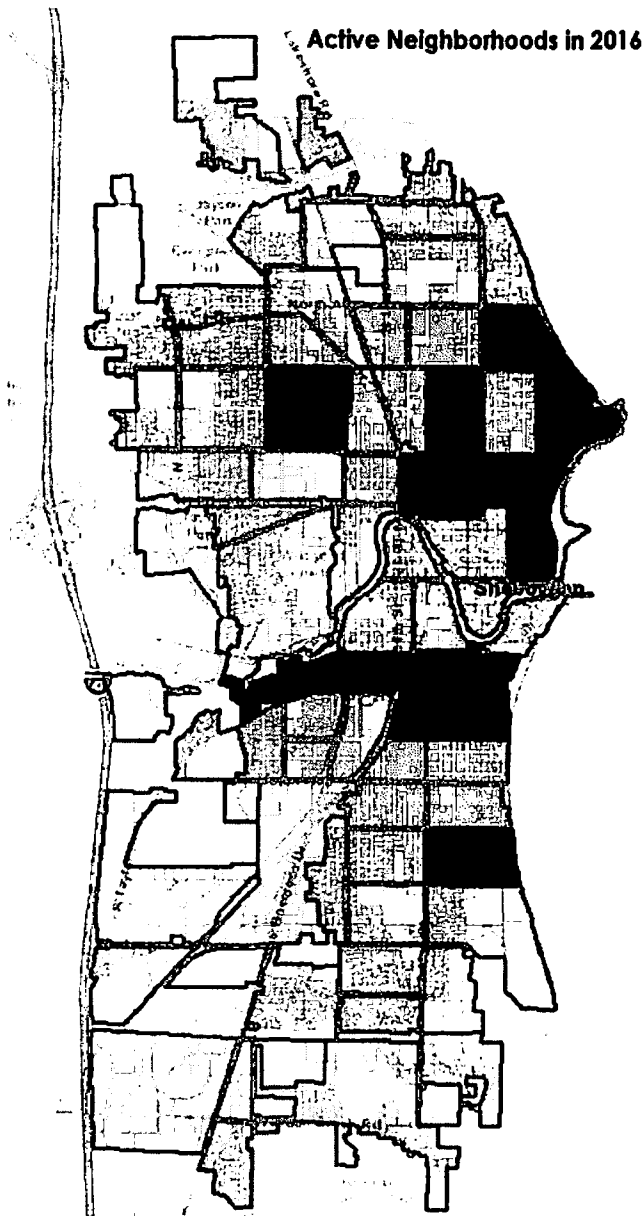
Division staff continue to work closely with Sheboygan Squared in revitalizing downtown Sheboygan. A number of initiatives were collaborated on that included beautification through additional flower plantings, Christmas decorations, enhancement of city alleys, business retention and attraction efforts, and marketing and promotion.



## Neighborhood Organization

The Planning and Development division provides support to officially recognized neighborhood organizations, as well as groups holding regular meetings or that are beginning the process to become officially recognized neighborhood groups. Staff supports the non-profit organization, Sheboygan Neighborhood Pride whose focus is helping neighbors organize into groups, address concerns, and become official organizations. Staff aids these neighborhoods in providing design services, organizing agendas and writing minutes, helping plan and coordinate neighborhood events, and administering a neighborhood grant program. The map below highlights neighborhoods that have organized meetings or officially recognized associations.

Division staff also supports the Mayor's Neighborhood Leadership Cabinet (MNL), which is a bimonthly meeting of representatives from city departments, and from each of the recognized neighborhood associations. In the MNL, the city and neighborhoods exchange information on current events and discuss best practices.



## Communication & Social Media

The Planning and Development division has spearheaded the city's communication and social media campaign. Division staff are responsible for the City website, Twitter feed, Nextdoor site, and Facebook page. The Planning and Development division began issuing monthly updates via a Development Newsletter to the public on what is happening in Sheboygan's development. The newsletter is distributed through all social media outlets, and is posted on the website.

### Nextdoor

In 2014 Planning and Development division created a Nextdoor site for the City of Sheboygan when Nextdoor was a relatively new concept. Nextdoor is now used widely across the country as a social networking tool to increase neighborhood communication. In Sheboygan, Nextdoor has over 2,600 users and continues to grow steadily. The heat map to the right shows the areas in Sheboygan with highest use of the Nextdoor site. Nearly every neighborhood in the City participates.

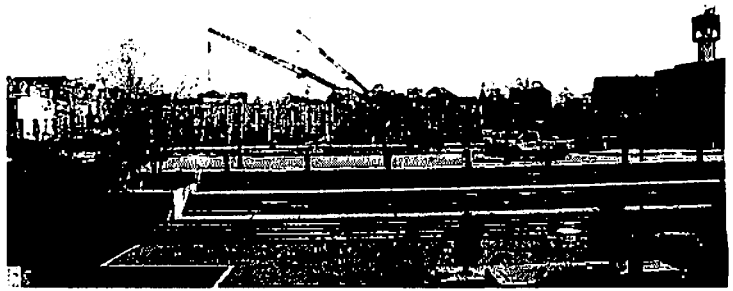


### Interdepartmental Communication

Seeing a need for and the benefit of increased communication between the Planning and Development division, Attorney's Office, Police Department, and Landlord Association, the Planning and Development division staff holds a monthly meeting between all entities to discuss issues and the status of work being done. Recently, these meetings have expanded to include the Department of Public Works. These meetings focus on seeing real results in resolving issues in Sheboygan's neighborhoods and have proved valuable for all.

# Building Inspection division

The Building Inspection division is dedicated to the public safety in the construction environment throughout the city through development and promotion of uniform codes and standards, code administration, and in education and instruction of safe and secure homes and businesses.



### The Building Inspection division provides:

- Building inspection services
- Electrical inspection services
- Heating inspection services
- Plumbing inspections services
- Clearwater inspections
- Weights and measures
- Residential and commercial plan review
- Code enforcement
- Landlord/tenant concerns
- Contractor licensing
- Occupancy inspections

## Permitting

The Building Inspection division provides a public service window, open during City Hall business hours, at which the public can obtain permits on-the-spot. The Building Inspection division is customer focused and strives to address permitting issues as swiftly as possible.

## Coordination

The Building Inspection division also works closely with Planning and Development, Public Works including Engineering and Streets, Utilities, Police, Fire during final inspections phase of the project and during criminal and fire investigations. All inspections are scheduled with the building and housing inspectors.

## Enforcement

The Building Inspection division has adopted all the Department of Professional and Safety, State of Wisconsin Building, Mechanical, National Electric Code (NEC) and Plumbing Codes. Through the adoption of these codes, the city ensures that all construction in the city is compliant with all codes and requirements of the State. The city also adopts the International Property Maintenance Code as it relates to enforcement of property maintenance.

Building Inspection Permits	2016 Issued	Total Fees Collected
<b>Building: Non-Structural</b>	271	\$28,140
<b>Building: Alterations</b>	140	\$12,120
<b>Roofing</b>	711	\$66,620
<b>Siding</b>	110	\$11,250
<b>Windows/Doors</b>	287	\$21,600
<b>Fence/Steps</b>	185	\$7,802
<b>Driveways</b>	129	\$6,480
<b>Decks</b>	52	\$3,575
<b>Garages</b>	33	\$2,591
<b>Utility/Storage Bldgs.</b>	36	\$4,603
<b>Addition to Residence</b>	3	\$1,278
<b>Swimming Pools</b>	1	\$50
<b>Handicap Ramps</b>	4	\$190
<b>Wrecking/Razing</b>	25	\$3,885
<b>Signs</b>	96	\$13,661
<b>One-Family Residence</b>	7	\$7,802
<b>Two-Family Residence</b>	26	\$50,183
<b>Commercial Alterations</b>	24	\$92,870
<b>Commercial Addition</b>	40	\$103,628
<b>Occupancy Permits</b>	36	\$9,000
<b>Electrical</b>	313	\$178,701
<b>HVAC</b>	552	\$226,190
<b>Plumbing</b>	329	\$65,770
<b>Totals</b>	<b>3,410</b>	<b>\$918,107</b>

Building Inspection Licensing	2016 Issued	Total Fees Collected
<b>Weights and Measures</b>	103	\$35,859
<b>Contractor Licensing</b>	364	\$74,765
<b>Totals</b>	<b>467</b>	<b>\$110,624</b>

<b>Total Permits and Licensing</b>	<b>3,877</b>	<b>\$1,028,731</b>
------------------------------------	--------------	--------------------

## Residential Housing Construction 2012-2016

Year	Housing Type	Number of Units	Percentage	Number of Buildings
<b>2012</b>	<b>Single</b>	<b>3</b>	<b>100%</b>	<b>3</b>
	<b>Duplex</b>	<b>0</b>	<b>0%</b>	<b>0</b>
	<b>Multi - Apartment</b>	<b>0</b>	<b>0%</b>	<b>0</b>
	<b>Multi - Condominium</b>	<b>0</b>	<b>0%</b>	<b>0</b>
		<b>3</b>	<b>100%</b>	<b>3</b>
<b>2013</b>	<b>Single</b>	<b>1</b>	<b>33%</b>	<b>1</b>
	<b>Duplex</b>	<b>2</b>	<b>67%</b>	<b>1</b>
	<b>Multi - Apartment</b>	<b>0</b>	<b>0%</b>	<b>0</b>
	<b>Multi - Condominium</b>	<b>0</b>	<b>0%</b>	<b>0</b>
		<b>3</b>	<b>100%</b>	<b>2</b>
<b>2014</b>	<b>Single</b>	<b>7</b>	<b>100%</b>	<b>7</b>
	<b>Duplex</b>	<b>0</b>	<b>0%</b>	<b>0</b>
	<b>Multi - Apartment</b>	<b>0</b>	<b>0%</b>	<b>0</b>
	<b>Multi - Condominium</b>	<b>0</b>	<b>0%</b>	<b>0</b>
		<b>7</b>	<b>100%</b>	<b>7</b>
<b>2015</b>	<b>Single</b>	<b>7</b>	<b>9%</b>	<b>7</b>
	<b>Duplex</b>	<b>2</b>	<b>2%</b>	<b>1</b>
	<b>Multi - Apartment</b>	<b>72</b>	<b>89%</b>	<b>5</b>
	<b>Multi - Condominium</b>	<b>0</b>	<b>0%</b>	<b>0</b>
		<b>8</b>	<b>100%</b>	<b>13</b>
<b>2016</b>	<b>Single</b>	<b>7</b>	<b>5%</b>	<b>7</b>
	<b>Duplex</b>	<b>26</b>	<b>20%</b>	<b>13</b>
	<b>Multi - Apartment</b>	<b>98</b>	<b>75%</b>	<b>2</b>
	<b>Multi - Condominium</b>	<b>0</b>	<b>0%</b>	<b>0</b>
		<b>131</b>	<b>100%</b>	<b>22</b>
<b>Totals</b>	<b>Single</b>	<b>25</b>	<b>11%</b>	<b>25</b>
	<b>Duplex</b>	<b>30</b>	<b>13%</b>	<b>15</b>
	<b>Multi - Apartment</b>	<b>170</b>	<b>76%</b>	<b>7</b>
	<b>Multi - Condominium</b>	<b>0</b>	<b>0%</b>	<b>0</b>
		<b>225</b>	<b>100%</b>	<b>47</b>



### Building Inspection Division Boards, Commissions, and Committees

The Building Inspection division staffs multiple boards, commissions and committees. Building Inspection staff coordinates meetings and provides these groups with professional, expert reports and recommendations related to any items presented to these organizations. The specific boards, commissions, and committees staffed by the Building Inspection division include:

- Board of Zoning Appeals
- Board of Housing Appeals and Fair Housing Practices
- Board of Contractors Examiners
- Board of Plumbing
- Board of Heating Examiners

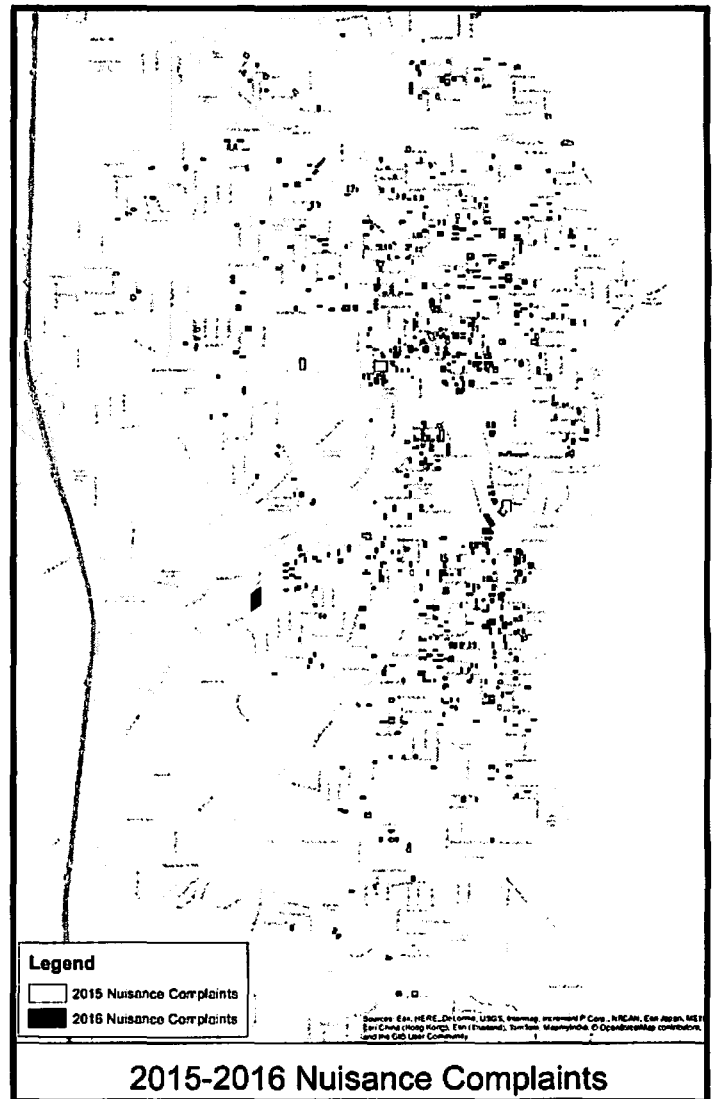
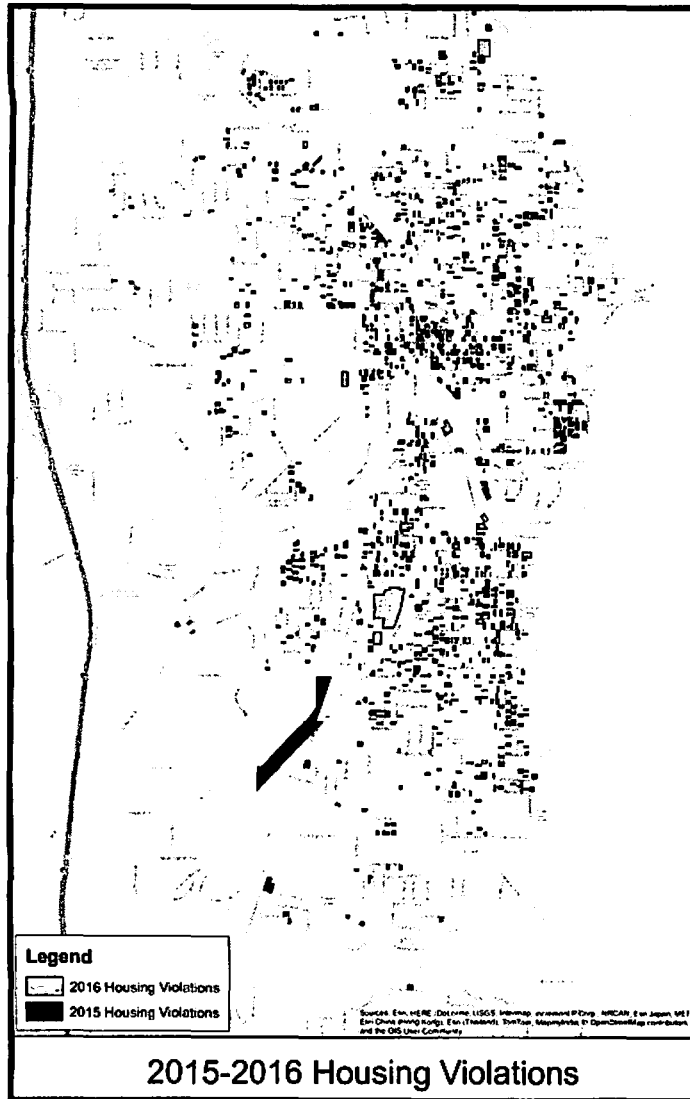
### City of Sheboygan Landlord Training Program

The City of Sheboygan runs an annual Landlord Training Program for area landlords to become more familiar with current landlord/tenant laws, police procedures, tenant screening, and property maintenance. Over the past five years, over 150 landlords have attended the training.





## Code Enforcement and Neighborhood Revitalization



The Building Inspection division added a part-time Code Enforcement Officer in 2015. The primary focus of this position is to be present in Sheboygan's neighborhoods, identify code violations, notify property owners, and issue citations if necessary. In the past, Building Inspectors were expected to spend part of their time focusing on code enforcement, but as the economy strengthened and more commercial construction began, their time for code enforcement was limited. This limitation led to the creation of the Code Enforcement Officer Position. Since the beginning of 2015 Sheboygan's neighborhoods have visually improved due to the actions and diligence of the Code Enforcement Officer.

In the five years prior to the Code Enforcement Officer's establishment, the Building Inspection division issued a total of 3,465 orders to property owners to bring their properties to code. Most of these were concentrated in targeted neighborhood areas.

When the Code Enforcement Officer began working in the neighborhoods, not only would he issue notices for housing code violations, but would also address nuisance issues such as garbage and debris, and identify zoning, storage, and parking issues. Nuisance issues such as these are some of the most common complaints in neighborhood meetings, and remedying these issues is vital in revitalizing Sheboygan's neighborhoods.

In 2015 and 2016, the Building Inspection division issued a total of 1,630 housing code violation notices and a total of 909 nuisance violations, as illustrated in the maps above. Each notice that is issued must be followed up on, and communication with the property owner is generally made so that compliance can be reached. If compliance cannot be reached, municipal citations with fines ranging from \$187-691 can be issued. During 2015 and 2016 the Building Inspection division sent out a total of 1,239 citations.



Department of City Development  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081  
(920) 459-3377

[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

**VI**

R. C. No.       - 16 - 17      . By PUBLIC PROTECTION AND SAFETY. April 17, 2017.

Your Committee to whom was referred R. O. No. 282-16-17 by the Fire Chief submitting his quarterly report for the department commencing October 1, 2016 and ending December 31, 2016; recommends that the document be accepted and filed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.4

R. O. No. 282-16-17. By FIRE CHIEF. April 5, 2017.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2016, and ending December 31, 2016.

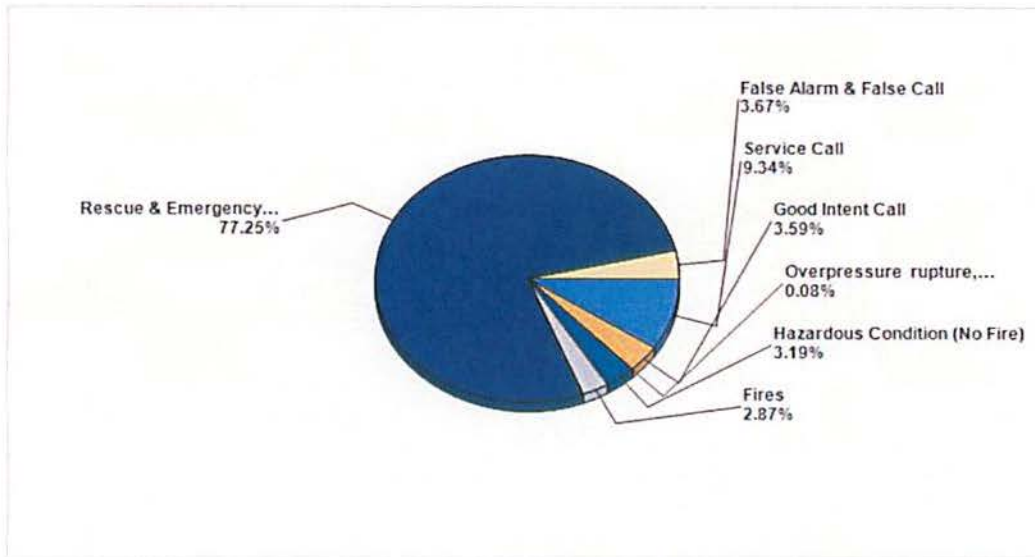
PP&S  
Axx Jell

\_\_\_\_\_  
Fire Chief

## SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 10/1/2016 - 12/31/2016

### INCIDENT RESPONSES



INCIDENT TYPES	2016	2015
Fires	36	34
Overpressure rupture, explosion, or fire - no fire	1	1
Rescue & Emergency Medical Service	968	909
Hazardous Condition (No Fire)	40	40
Service Call	117	104
Good Intent Call	45	28
False Alarm & False Call	46	61
Severe Weather & Natural Disaster	0	1
<b>TOTAL</b>	<b>1253</b>	<b>1178</b>

### 4TH QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2016	2015
Out of City	9	11
Station 1	382	372
Station 2	224	226
Station 3	315	268
Station 4	210	185
Station 5	113	116

### 4TH QUARTER FIRE LOSSES

	2016	2015
Number of Incidents	18	15
Total Property Loss	\$ 403,050.00	\$ 163,200.00
Total Content Loss	\$ 130,925.00	\$ 180,710.00
Total Losses	\$ 533,975.00	\$ 343,910.00
Average Loss	\$ 29,665.00	\$ 22,927.00

**VI**

R. C. No.           - 16 - 17          . By PUBLIC PROTECTION AND SAFETY. April 17, 2017.

Your Committee to whom was referred R. O. No. 283-16-17 by Chief of Police submitting his annual report showing activities of his department for the period commencing January 1, 2016 and ending December 31, 2016; recommends documents be accepted and placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.5

R. O. No. 283 - 16 - 17. By CHIEF OF POLICE. April 5, 2017.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my annual report showing the activities of my department for the period commencing January 1, 2016 and ending December 31, 2016.

PPS  
A. J. J.

\_\_\_\_\_  
Chief of Police Christopher D. Domagalski



# REPORT 2016



**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.

Christopher Domagalski  
CHIEF OF POLICE  
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081



Sheboygan  
Police Department



# Professionalism

# Accountability

# Leadership

# Competence

# Teamwork

# Integrity

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# 2015-2016 Alderpersons



City of  
**Sheboygan**  
spirit on the lake.

District	Wards	Alderperson
1	1-3	Todd Wolf John Belanger
2	4-9	Roman Draughon Jodi Vander Weele
3	10-12	Darryl Carlson Mike Damrow
4	13-15	Job Hou-seye Mary Lynne Donohue
5	16-18	Billy Thiel Julie Kath
6	19-21	Mark Hermann Bryan Bitters
7	22 & 23	Don Hammond Susan Holzschuh
8	24-26	Joseph Heidemann Jim Bohren

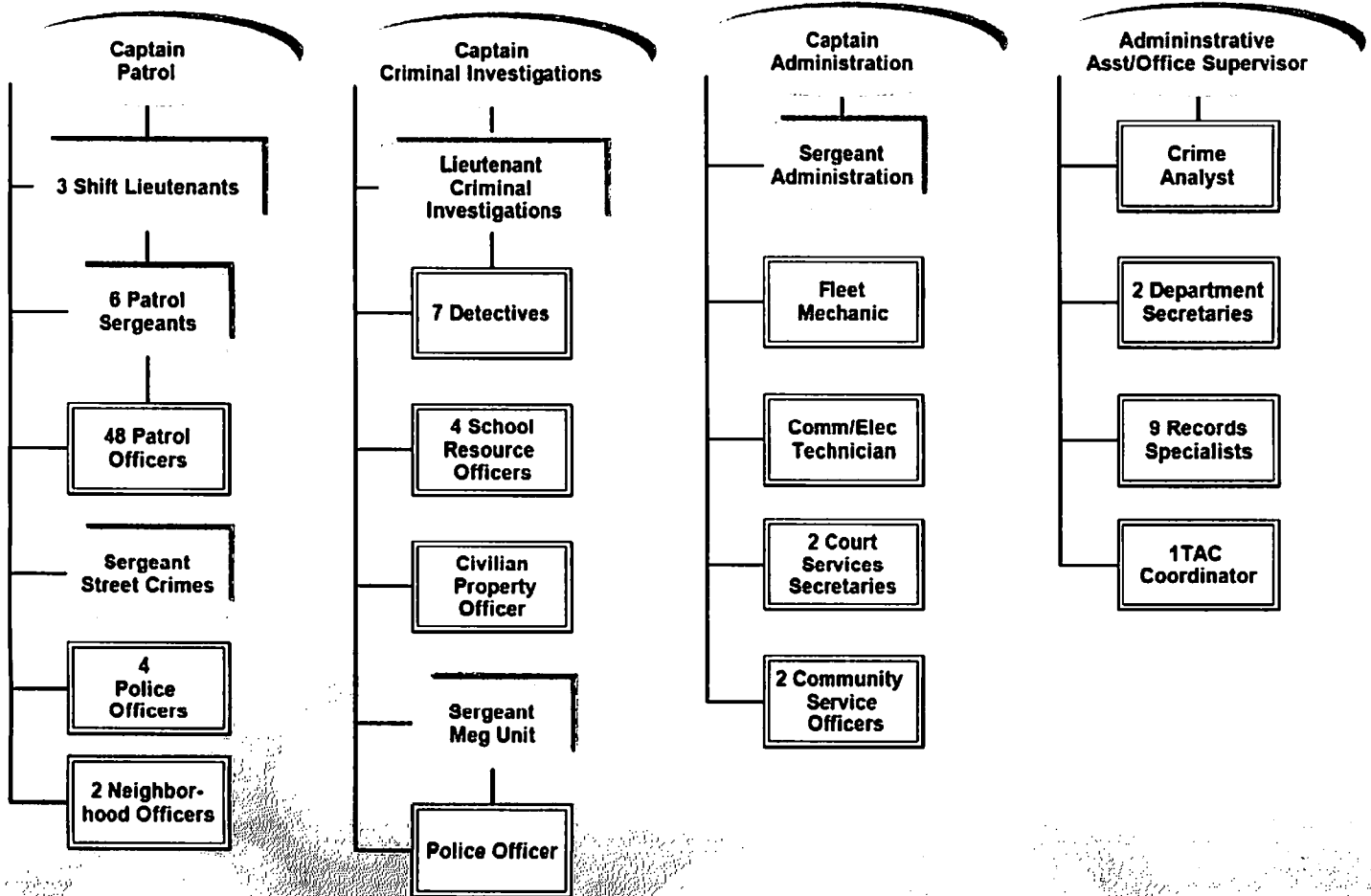
Mayor Michael Vandersteen

Chief Administrative Officer James Amodeo/Darrell Hofland

# Sheboygan Police Department Table of Organization



Chief of Police



## Police & Fire Commission 2015-2016



President Robert Lettre, Sr.  
 Secretary Andrew Hopp  
 Commissioner Henry Jung  
 Commissioner Jeanne Kliejunas  
 Commissioner Larry Samet



# Chief Domagalski's Message



The 2016 Sheboygan Police Department Annual report is herein presented for your review. The report documents the department's accomplishments and key activities during 2016.

This past year was another challenging year for law enforcement nationwide. However, despite the challenges, I am proud to say that the members of the Sheboygan Police Department worked together to accomplish the goals set, while demonstrating a high level of leadership, professionalism and competence.

One of our main accomplishments is the number of relationships that were built and strengthened in our neighborhoods this past year with the citizens of Sheboygan. Officers demonstrated leadership daily by focusing on building relationships at the neighborhood level and also by creating and implementing new programs and outreach activities centered on bringing people together. In doing so, we were able to re-establish a sense of community that resulted in increased guardianship and community pride in our neighborhoods. The increased guardianship and pride is an essential factor in the 19 % decrease in part 1 crimes in comparison to the 5-year average.

The officers also worked extremely hard to build stronger relationships with the youth in our community as shown in the outreach section of this report. However, none of our outreach activities would have been possible without the amazing support exhibited by our partners in the business community. We are extremely grateful and overwhelmed by the generosity demonstrated this past year toward the Police Department by both the residents and businesses of Sheboygan. Please check out the outreach section of the report to see many of the local businesses that supported our efforts this past year.

While we have accomplished much, we also have much more to do. I look forward to working with the men and women of the Sheboygan Police Department and our many partners to take on the challenges that we encounter as a community in 2017. I am confident that we are up to the task.

Sincerely,

A handwritten signature in black ink that reads 'Christopher Domagalski'.

Christopher Domagalski  
Chief of Police





## **2016 Sheboygan Police Department Accomplishments**

- ✓ Implemented South Side Neighborhood Beat Officer.
- ✓ Introduced "Brat with a Cop" as outreach tool to build relationships and increase trust.
- ✓ Worked collaboratively with system partners to establish a Drug Treatment Court.
- ✓ Achieved a 19% reduction in Part 1 Crimes in comparison to 5 year average.
- ✓ Continued crime reduction trend, achieving new lows in robberies, burglaries and thefts.
- ✓ Transitioned to a new digital radio system and replaced all radios.
- ✓ Worked with the Sheboygan Area School District and other partners to create and implement a Public Safety Pathway at South High School.
- ✓ Completed transition to Combined Dispatch to County.
- ✓ Completed 1st organizational culture survey.
- ✓ Implemented internal Chief's Advisory Committee.



## **2017 Sheboygan Police Department Goals**

### **Goal # 1 – Reduce Crime, Fear and Disorder**

**Activities:** 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 and monitoring and support services.

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.

**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 ≤ 105 and Theft ≤ 900.

Total Accidents ≤ 1500.

High Visibility Education and Enforcement Deployments = 12.

Pounds of prescription drugs collected ≥ 1193

## 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.  
Implement north side Beat Officer and maintain 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 documented collaborative problem solving initiatives.  
Increase in measureable deployments of foot and bicycle patrols.  
Maintain percentage of residents that feel safe walking in their neighborhood during the day at 91%.  
Increase in the percentage of residents that feel safe walking in their neighborhood at night above 58%.  
Increase in Police legitimacy.

## Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

**Activities:** Continue evaluation of work flow 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.  
Implement Body Camera Project.  
Emphasize the connection of department values to daily decision making.  
Replace Department Dictation System.  
Practice the judicious and impartial use of police authority.

**Expected Outcomes:** Create Public Value.  
Operate within authorized budget.  
More efficient processing of parking tickets.  
More dependable systems and enhanced customer service.  
Decrease in the use of force and increased police legitimacy.

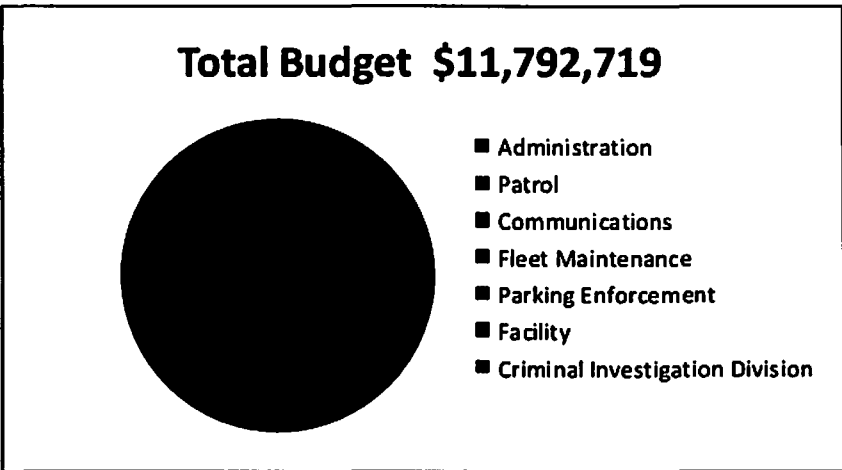
## Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

**Activities:** Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals.  
Celebrate Successes of Organization.  
Deliver key training across Divisions.  
Continue Leadership in Police Organization training for all levels of the department.  
Use department surveys to identify strengths, weaknesses and measure progress.  
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.



Administration	2,042,372
Patrol	7,121,173
Communications	21,105
Fleet Maintenance	310,730
Parking Enforcement	152,859
Facility	168,900
Criminal Investigation Division	1,975,580
<b>Total Budget</b>	<b>11,792,719</b>



**Internal Investigations**

Eighteen(18) internal investigations were conducted in 2016. Of those investigations, twelve (12) were initiated by the Department, and six (6) were citizen complaints.

**2016 INTERNAL INVESTIGATIONS**

INVESTIGAVE FINDINGS	#
SUSTAINED	9
NOT SUSTAINED	2
UNFOUNDED	0
EXONERATED	0
NO FORMAL COMPLAINT	1

**2016 CITIZEN COMPLAINTS**

INVESTIGAVE FINDINGS	#
SUSTAINED	0
NOT SUSTAINED	3
UNFOUNDED	1
EXONERATED	0
NO FORMAL COMPLAINT	2

- \*\*\* 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.

2016 Use of Force	
Deadly Force	1
Display Firearm	61
Display Electronic Control Device	37
Deploy Electronic Control Device	14
Employ Active Counter Measures	19
Apply Hobble Device	7
Deploy Specialty Impact Munitions	0
Deploy Oleoresin Capsicum Spray	0
Canine Bite	0



# 2016 New Hires



Officer Cody  
Griebing  
May 22nd, 2016



Officer Benjamin  
Woodward  
November 15th, 2016



Officer Kevin  
Post  
November 15th, 2016



Community Service  
Officer Vong Lao  
November 23rd, 2016



Community Service Officer  
Abigail Hernandez  
November 23rd, 2016



Community Service  
Officer Aaron Sandee  
December 7th, 2016

# 2016 Retirees



Officer Dean  
Wendlandt  
January 5th, 2016



Property Officer  
Julie Lamb  
July 1st, 2016



Sergeant David  
Anderson  
December 31st, 2016

# 2016 Promotions



Property Officer Henry  
Meller  
July 1st, 2016







# Administrative Services Division

*Captain Steve Cobb*



In 2016, the Administrative Services Division encompassed the office of the Sergeant of Administration, police fleet and maintenance, radios and communication, the court services section, and maintenance of the police facility. In addition, the division is responsible for administering a process for hiring new personnel, the training and career development of current personnel, policy management, and building/facility maintenance, and is involved in the acquisition of new technologies for the department. The sergeant of administration oversees community service officers and school crossing guards, as well managing parking and traffic functions and coordinating the citizen's academy.

The following is a list of accomplishments:



Training and career development continue to be a major component of the administrative division of the Police Department. Over the course of 2016, department goals were supported by providing training in Trauma Informed Care, Naloxone administration and Warm Zone operations.



The SPD hosted an ALICE Level II Instructor Course, training over 50 law enforcement, school district and business professionals in how to administer an ALICE active shooter response plan.



The department administered or provided over 7,900 hours of training to department personnel in 2016.



5 department employees attended Leadership in Police Organizations academies.



Sgt. Scott Reineke was accepted as part of the Wisconsin Law Enforcement Command College 2016-2017 cohort.



In 2016, over 28 hours of policy training per employee was provided through the use of Lexipol Daily Training Bulletins.



There were no capital projects associated with the Police Facility in 2016. A majority of the maintenance in 2016 related to the HVAC systems, hardware of doors and furniture and the installation of a water/drinking fountain. In an effort to be more energy efficient, 64 accent lights and 8 hallway lights had the halogen lights removed and replaced with high efficiency LED lighting.



In a continuing effort to maintain compliance with the Juvenile Justice Delinquency Prevention Act, a second booking station was installed in the non-secure booking area in the criminal investigations division. This allows a booking to take place in a location that does not require a juvenile to enter a secure perimeter. This greatly reduced the number of secure holds reported to the Wisconsin DOJ. Secure holds take place when a juvenile is placed in a secure holding room. There were 203 secure holds in 2015 and only 82 secure holds in 2016.



Body worn cameras are an emerging technology that allows each officer to record interactions with the public. The public demand to equip officer with body worn cameras, as well as the technology supporting them, has been evolving quickly. The program has been approved and it is anticipated that a product will be acquired in early 2017.



A hiring process that was conducted in early 2016 resulted in the hiring of (3) officers.

A second process was conducted late in 2016, producing an eligibility list for anticipated 2017 vacancies.



# Criminal Investigations Division

*Captain Kurt Brassler*



The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, and the Property Room. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery, burglary and numerous others. The following is a list of accomplishments:



Worked in partnership with the Sheboygan Area School District to create an additional School Resource Officer position bringing the total officers to five. Officer Holly Kehoe will begin her new assignment at Horace Mann Middle school in September of 2017.



Property Officer Meller was selected to replace Julie Lamb who retired from the position in June. Henry was a former Community Service Officer for the department.



Officer Friedl was selected for the South High SRO position replacing Officer Kundinger who has transitioned to the Southside Neighborhood Beat Officer position.



Worked with Meals on Wheels, the Sheboygan Senior Center and various churches to distribute Fraud and Scam information to vulnerable citizens in our neighborhoods to prevent them from becoming victims of financial scams.



Worked in partnership with the Sheboygan Area School District to train and implement the ALICE program to school staff. The ALICE program teaches best practices for dealing and reacting to violent intruders within the schools. In addition, a DVD was created to assist with future training. The training was provided to city offices including the library, DPW, city hall, and wastewater.



Sheboygan Police hired an outside auditor to complete an audit of the property room. Property and evidence were inspected for compliance with policy and procedure and department police and procedure was reviewed for improvement.



Developed a Digital Evidence Position to manage the department's digital evidence. The position is set to begin in early 2017.



Created prescription drug reporting procedure to ensure compliance with State Law.

524 items of evidence were transported to the Crime Lab representing 206 cases.



Conducted 580 forensic searches on cell phones and computers in connection with various criminal investigations.



The MEG Unit participated in more than 30 community talks to schools, businesses and community groups concerning drug awareness and the impact on communities.



The MEG Unit initiated 70 new drug investigations, arresting 41 people charged with 115 drug related crimes.

MEG Investigators served approximately 10 search warrants.



Conducted 47 background checks on Registered Sex Offenders applying for a waiver to reside in the city.

Detectives conducted 8 ICAC (Internet Crimes against Children) investigations resulting in 1 arrest.



Processed 3,841 items of evidence for storage into the property room.



# Patrol Division

*Captain James Veaser*



The Patrol Division consists of 63 men and women who handle the majority of calls for police services. It is comprised of Patrol Officers, the Street Crimes Unit, and Neighborhood Beat Officers. In addition, members are part of the Emergency Response Team, Motorcycle Unit, Dive Team, Explorer Post Supervisor, K-9 Unit, Bicycle Unit, Reconstruction Unit and Honor Guard. The following is a list of accomplishments:



The Street Crimes Unit conducted approx. 96 knock and talks, 13 search warrants and 3 controlled buys. The Unit habitually assists other patrol officers with complex cases along with visiting drug court participants. In addition, the Unit is staffed with a member of the U.S. Marshal's Task Force and K-9 Unit.



The Patrol Division maintains a working relationship with local hotels and motels with a program called "Sheboygan Safe Stay". Officers communicate with 8 local hotels and motels. The collaboration results in reports of suspicious activity and ensures employees are being alerted to criminal trends.



The Patrol Division developed an updated Apprehension Request procedure that ensures local youth at risk are entered into the statewide TIME system. The effort included collaboration with Health and Human Services and the Sheboygan County Sheriff's Department.



Officer Sarah Blodgett was selected for promotion to Sergeant of Patrol after Sergeant David Anderson retired in 2016.



The Patrol Division began a Video Registry Program allowing local residents to register exterior facing cameras in a local database.



The Patrol Division collaborated with the Salvation Army and local religious based organizations to establish protocol and guidelines for the Sheboygan County Warming Shelter. The shelter provides officers a location to transport individuals who require safe accommodations for a night due to circumstances.



The Patrol Division conducted 6 forfeiture actions involving monies and vehicles seized during drug investigations. This included one vehicle and \$9457.00 in U.S. currency.



The Emergency Response Team upgraded communications equipment using Drug Forfeiture funds and the Justice Assistance Grant.



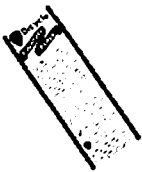
The Police K-9 Unit conducted 258 traffic and 11 search warrant deployments, conducted 5 public K-9 demonstrations and was involved in 13 scheduled school searches. K-9 officers and partners assisted in the seizure of 1.24 pounds of THC, 2.2 ounces of methamphetamine, 1.01 ounces of heroin and \$9,209.



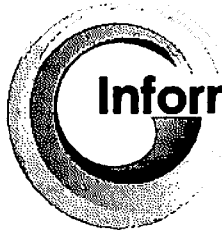
The Patrol Division continued to utilize the Wisconsin Surplus Auction site to sell unclaimed or abandoned property. The net income from sales of vehicles and property was in excess of \$3000.00.



The Reconstruction Team responds to major crash and investigative scenes and utilizes modern technology to document and diagram the location of evidence at the scene. In 2016 the unit was called upon to respond to three major crime scenes and one serious motor vehicle crash.



The Patrol Division initiated the "Bicycle Courtesy Check" program, placing educational pamphlets on bicycles lying unsecured outside of residences. Officers on foot patrol attached hundreds of these tags on bicycles asking parents and/or owners to prevent crime by reducing the opportunity.



# Information Services Division

The Information Services Division of the Sheboygan Police Department provides clerical support for sworn members of other divisions within the Police Department. Records Division personnel continue to process police field reports, traffic citations, ordinance tickets, citizen contact reports (warnings), accident reports, and parking tickets. With joint dispatch moving into their new facility, Records personnel took over the duties at the front desk area of the Police Department.

## Total Number of Law Incident Complaints for the City of Sheboygan Police Department in 2016: 24,532

### Part I Crimes

	2011	2012	2013	2014	2015	Average	2016
Murder	0	3	1	1	0	1	1
Rape	16	19	20	20	21	19	20
Robbery	26	21	14	17	14	18	10
Aggravated Assault	94	126	97	116	124	111	100
<b>Violent</b>	<b>136</b>	<b>169</b>	<b>132</b>	<b>154</b>	<b>159</b>	<b>150</b>	<b>131</b>
Burglary	231	262	187	161	128	194	119
Theft	1,166	1,212	1,023	1,082	991	1,095	908
Motor Vehicle Theft	50	42	31	24	31	36	36
Arson	6	5	6	12	4	7	5
<b>Non Violent</b>	<b>1,453</b>	<b>1,521</b>	<b>1,247</b>	<b>1,279</b>	<b>1,154</b>	<b>1,331</b>	<b>1,068</b>
<b>Total Part I</b>	<b>1,589</b>	<b>1,690</b>	<b>1,379</b>	<b>1,433</b>	<b>1,313</b>	<b>1,481</b>	<b>1,199</b>

### 5 Year Average

Part I Crimes	Murder	Rape	Robbery	Agg. Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
<b>2016</b>	<b>1</b>	<b>20</b>	<b>10</b>	<b>100</b>	<b>119</b>	<b>908</b>	<b>36</b>	<b>5</b>	<b>1199</b>
<b>5 YR Average</b>	<b>1</b>	<b>19</b>	<b>18</b>	<b>111</b>	<b>194</b>	<b>1095</b>	<b>36</b>	<b>7</b>	<b>1481</b>
<b>Difference</b>	<b>0%</b>	<b>5%</b>	<b>-44%</b>	<b>-10%</b>	<b>-39%</b>	<b>-17%</b>	<b>0%</b>	<b>-29%</b>	<b>-19%</b>

### 2016 Goals

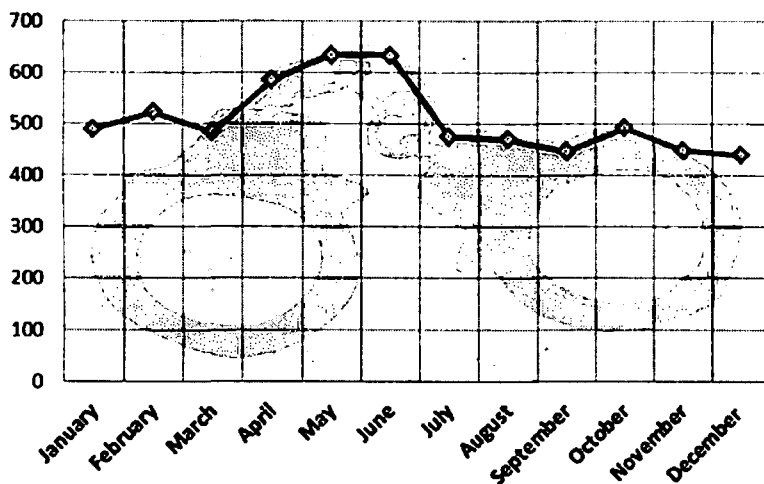
Offense	Goal	Actual	Difference	Percent
Robbery	15	10	-5	-33%
Agg. Assault	90	100	10	11%
Burglary	150	119	-31	-21%
Theft	1000	908	-92	-9%
<b>Total Part I</b>	<b>1315</b>	<b>1199</b>	<b>-116</b>	<b>-9%</b>



## 2016 Arrest Data

	Other Arrests			Traffic Arrests			All Arrests
	Adult	Juvenile	Total	Traffic	OWI	Total	Grand Total
January	248	45	293	178	18	196	489
February	221	88	309	195	18	213	522
March	228	71	299	176	9	185	484
April	241	82	323	242	20	262	585
May	298	93	391	226	18	244	635
June	301	62	363	251	19	270	633
July	264	53	317	145	13	158	475
August	254	46	300	159	11	170	470
September	214	64	278	164	3	167	445
October	212	74	286	190	16	206	492
November	197	81	278	156	15	171	449
December	190	65	255	177	7	184	439
<b>Total</b>	<b>2,868</b>	<b>824</b>	<b>3,692</b>	<b>2,259</b>	<b>167</b>	<b>2,426</b>	<b>6,118</b>

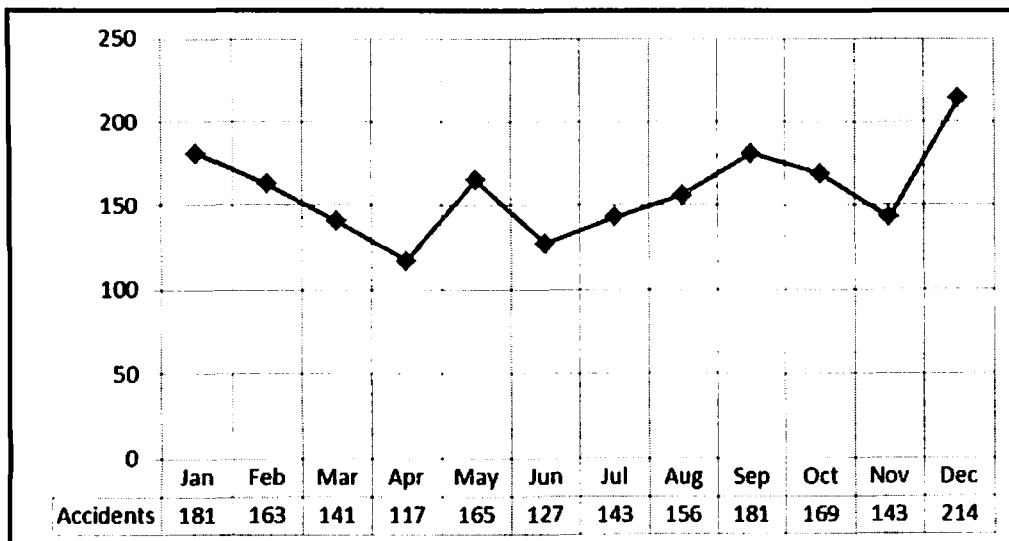
### 2016 Arrest Data Monthly Graph



### 2016 Drug Arrests

Marijuana	258
Synthetic	74
Amphetamine	56
Keeper Drug House	34
Cocaine	28
Heroin	26
Hallucinogen	2
Opium	1
Non-Narcotic	1
<b>Total Drug Arrests</b>	<b>480</b>

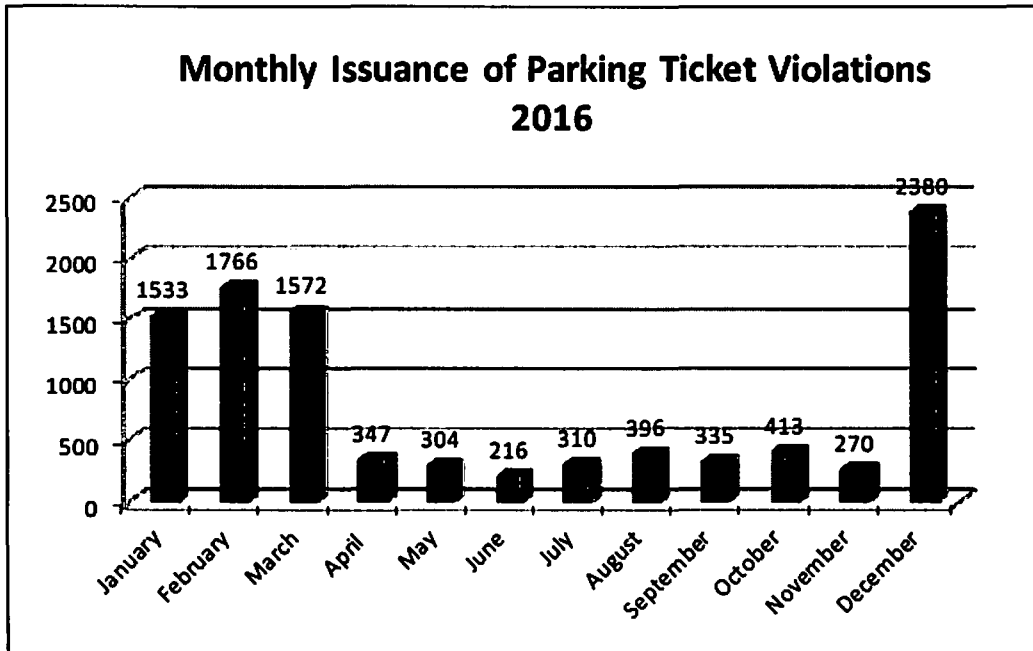
### 2016 Accident Data - Total Accidents Investigated: 1,900



### 2016 Search Warrants

119 search warrants were conducted in 2016.





**2016 Total Tickets Issued - 9,842**



## Volunteers in Police Service

The Sheboygan Police Department has eleven volunteers who provide a variety of support services and do not receive any compensation for their service. 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 the collection from the prescription drug drop off box, doing civilian fingerprinting, and numerous other assignments.

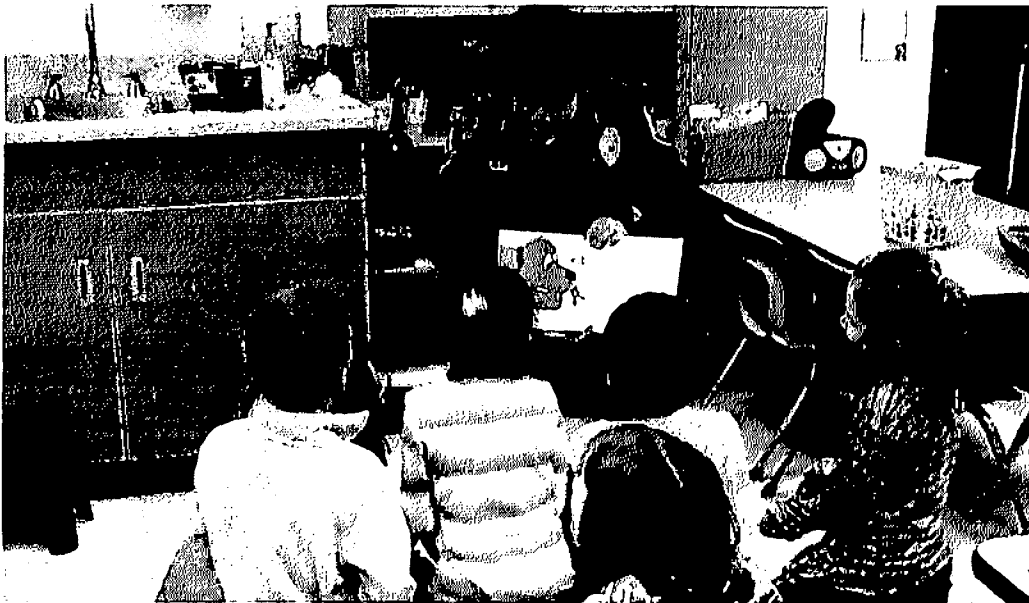


The VIPS are led by Coordinator Penny Weber. Other members include: Mary Ann Dickfoss, Joe Glover, Jr., Jason Lawrence, Kristi Lawrence, Connie Mehan, Ethel Pillman, Sherry Rebholz, and Tom Riemann.

As part of the VIPS service in 2016, the SPD welcomed two new police department chaplains, Rev. Mario Ciotola and Rev. Lorri Steward. 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.

# Community Outreach

Special Olympics Basketball Athletes participated in a tournament held at South High School on the weekend of January 9<sup>th</sup>, 2016. Sheboygan Police Officers are present every year to offer support and encouragement to these athletes. We are very happy to be a supporter of such an amazing organization.



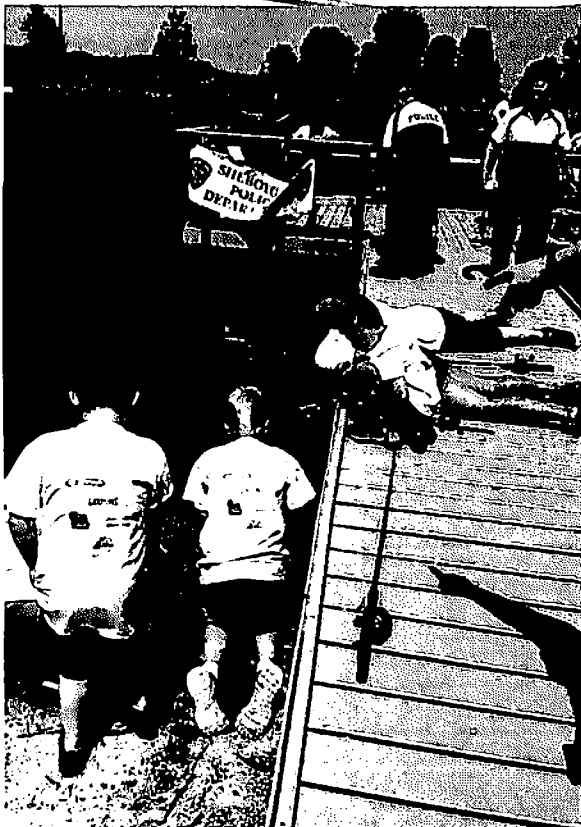
In February 2016, Jackson Elementary School Kindergartners and 1st Grade students invited us to be part of their reading challenge. On February 11th, officers from the SPD went to their school and read to them in their classroom. Then over the course of the spring, the students met their goal to read a number of hours. The reward was to come to SPD and read to us here. On June 1<sup>st</sup>, 2016, about 136 students came to visit and demonstrate one of the most important skills a child can develop in their lifetime—reading. Police officers, detectives, captains and the police chief took time out of their day to listen to the students read.





On March 12<sup>th</sup>, 2016, Officers' Jaeger, Knez, Wilson and Fickett traveled to the Milwaukee Police and Fire Training Academy, along with 24 Sheboygan Police Explorers, for the Southeast Wisconsin Explorer Challenge. The Sheboygan Law Enforcement Explorers competed against over a hundred other explorers from around the state. They won 1st Place for their presentation on bullying and 2nd Place for the physical agility scenario.

March 16<sup>th</sup>, 2016, was the first night of the 2016 SPD Citizen Academy. Citizen Academy is an 11 week class that provides citizens with a better understanding of the Sheboygan Police Department. The academy also provides tremendous insight on how police officers perform their duties and how we serve our community. We had a full class of 30 participants this year.



The first "Cops and Bobbers" event was held on June 25, 2016. This event included 20 children ages 7 to 13 and their families getting to fish alongside SPD Officers at the Kohler Andrae State Park. This event is designed to teach children a new pasttime that they can enjoy with their families while getting to know officers in a more personal and positive way. Cousins Subs, Roosted Gobblers, The Wharf, Old Wisconsin and Kohler Andrae State Park all partnered with the SPD to make this event possible.





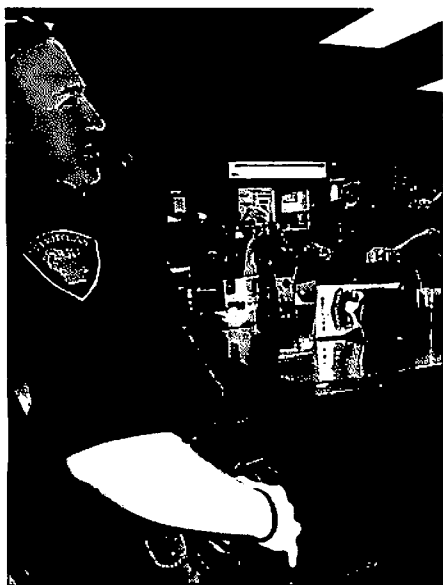
The Law Enforcement Torch Run for Special Olympics is an effort to increase awareness and raise funds for Special Olympics of Wisconsin. It took place in more than 30 communities across Wisconsin, with all participants uniting at UW Stevens Point for the State Summer Games Opening Ceremony.



On June 9, 2016, local law enforcement ran and biked through Sheboygan, Kohler, Sheboygan Falls, Plymouth, Elkhart Lake, with a special stop in Kiel, by Trooper Trevor Casper's gravesite, to their final destination of the Special Olympics Wisconsin State Summer Games.



Patrol Officers developed and conducted the 1<sup>st</sup> Neighborhood Bus tour. The historical tour traveled through the Flats, River Bend, Sheridan, South Pier, Riverwalk, King Park and River Watch neighborhoods while also stopping at 3 area businesses. The effort was supported by Sheboygan Transit, Nourish, Cargill and the Sheboygan School District.



The Coffee with a Cop program continued with the Patrol Division taking part at area McDonald's along with expanding to La Conquistadora, Mi Ranchito, Charcoal Grill, Z-Spot, and Al and Al's. Officers participated in 14 sessions discussing concerns of residents while enjoying a cup of coffee.



The Patrol Division partnered with the local Papa John's Pizza to initiate "Get Caught Doing Something Right". Patrol officers can reward a person with a free pizza for being kind to another or abiding by the law. This is in conjunction with the local Dairy Queen supporting bicycle safety by providing a free cone for wearing a bike helmet.



The Patrol Division and area businesses continued to partner to bring the “Brat with a Cop” program to residents within neighborhoods. Officers and citizens engage in friendly discussions and enjoy a brat while identifying issues within the neighborhood. 10 events were held serving approximately 300 residents. Business partners are Festival Foods, Pic-n-Save, Miesfeld’s Triangle Market, Piggly Wiggly and Trilling Hardware.



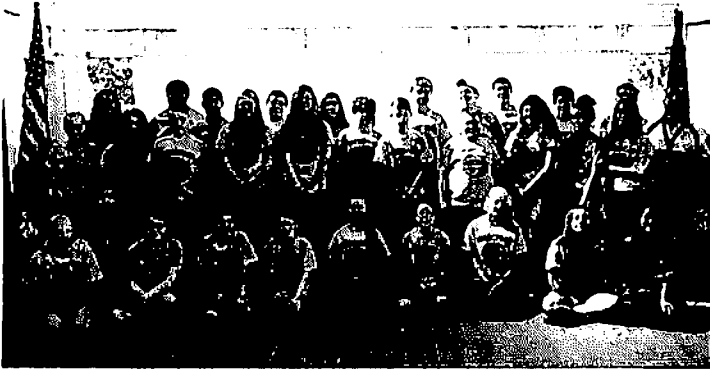
The Sheboygan Police Department hosted two bike rodeos supported by Explorer Post 2881 and local businesses. The events provided a safe and controlled environment for elementary aged children to understand bicycle safety and laws. Over 125 children attended the two events that also included free bicycle inspections and helmets to participants.



June 13th, 2016, was the start of the first safety town class for 2016. One of four sessions offered over the summer; this 15-hour safety education program was for children who started Kindergarten in the fall. The safety topics included; bike safety, stranger danger, poisons around the house, pet safety, water safety and many lifesaving topics. It also included a trip to the Sheboygan Police Department.

Throughout 2016, Sheboygan police officers worked with local residents to help create vibrant neighborhoods by participating in neighborhood clean up days and neighborhood walks.





From June 27th through July 1st, 32 middle school students attended the 10th session of the Sheboygan Police Department Junior Police Academy. The academy is a 20 hour course that engages middle school age children to help teach them some of the activities and skills involved in policing. The academy included sessions on defense and arrest tactics, evidence collection, special teams in policing, department K9 use and understanding the role of police officers in our community.

Officers and citizens came together on August 2<sup>nd</sup>, 2016 for National Night Out. National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie. It's about coming together to make our neighborhoods safer, better places to live.



On August 12<sup>th</sup>, 2016 Police officers volunteered across the state at 48 Dunkin' Donuts locations to heighten awareness and raise money for the Law Enforcement Torch Run® (LETR) for Special Olympics Wisconsin. In return for the police officers "doing time" at their restaurants, Dunkin' Donuts donated \$5,000 to the organization. The Wisconsin Chapter of Concerns of Police Survivors (WI C.O.P.S.) also hosted their 3rd annual Dunk A COP Like Dunkin Donuts Event at the Green Bay Distillery. Police officers from all over the area volunteer for this event. All proceeds go to the Wisconsin Chapter of Concerns of Police Survivors.

Sheboygan Police officers and children had a great time at "Boo with the Blue" on October 29th, 2016. The event took place at the Boys & Girls Club. Everyone had fun with the games, pumpkin painting and costume contest while enjoying a safe Halloween.





Sheboygan Police Officers participated in No Shave November to raise awareness for cancer by growing facial hair, since many cancer patients lose their hair during their treatments. Officers paid \$25 to grow a goatee and \$50 to grow a full beard. All money raised by Sheboygan Police Officers was donated to Big Brothers and Big Sisters of Sheboygan County.

Many veterans of the U. S. Armed Forces gathered on November 11<sup>th</sup>, 2016 for a free lunch provided by our local Texas Roadhouse. Sheboygan Police Officers volunteered on their own time to come in and help clear tables, greet guests and offer their gratitude to local veterans. Over 600 people were served during the lunch hour. A special thank you to Texas Roadhouse for allowing us to participate in honoring our veterans.



In 2016, the Sheboygan Police Department was thankful for a community that was extremely supportive of our department and our officers. We were also thankful for partners in the community that make it possible to brighten others holidays. Festival Foods donated several Turkey dinners and officers were lucky enough to be able to deliver them to families in need.

On December 6th, 2016, the SPD participated in Shop With a Cop. Over 72 disadvantaged children spent the evening with officers having a pizza party, visiting with Santa and shopping for gifts for their families. For the past fifteen years, this charitable program has been organized and funded voluntarily by members of the Sheboygan County Law Enforcement Association. A special thank you to Target and all the volunteers that made "2016 Shop With A Cop" a successful event!



On December 10<sup>th</sup>, 2016, Blue Santa made his first appearance in Sheboygan. Operation Blue Santa was able to serve 4 families, including 12 children and 5 adults. Officers arrived at each home with a Christmas meal before being visited by Blue Santa. Santa was full of cheer and bearing gifts for the children. Community partners Olivu426, HUB International, Woodlake Market, SPBA, Trattoria Stefano, Nourish and Wisconsin Bank and Trust made this great event possible.



# 2016 Sheboygan Police Benevolent Association Service Awards



The Sheboygan Police Benevolent Association Awards Ceremony was held on Friday, March 11th, 2016 at The Bull at Pinehurst Farms.

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.



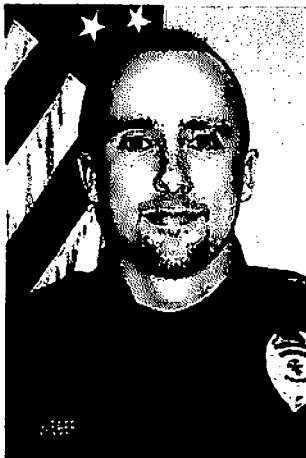
Detective Tamara Remington

## Police Officer of the Year Award:

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.

## Meritorious Service Awards:

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 Alex Jaeger



Officer Andrew Kunding



Detective Paul Olsen

## Civilian Employee of the Year Award:

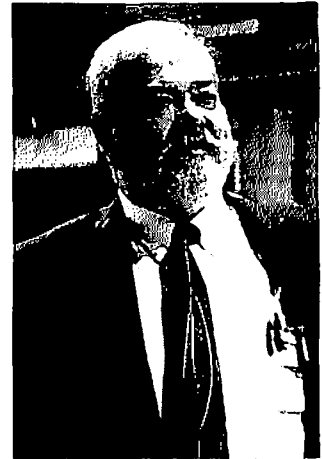
Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



Julie Lamb

## Citizen's Distinguished Service Awards:

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.



DA Joe DeCecco



Officer Michael Thielke



Officer Bryan Knez



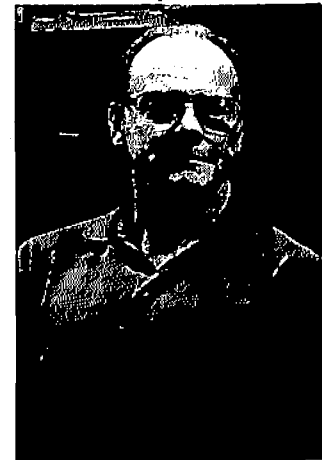
Officer Jason Pacey



Officer Michael Wynveen



Officer Brian Bastil



Harlan Leikem



# SPD ANNUAL REPORT 2016

The Sheboygan Police Department's 2016 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 Olsen for many of the beautiful photos.



**Sheboygan**  
Police Department

1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081  
(920)459-3333  
[www.sheboyganpolice.com](http://www.sheboyganpolice.com)



Find us on  
**Facebook** Sheboygan Police Department



@Sheboygan\_PD



*Law Enforcement Torch Run  
for Special Olympics 2016*



The SPD utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and YouTube. 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.       - 16 - 17      . By PUBLIC PROTECTION AND SAFETY. April 17, 2017.

Your Committee to whom was referred R. O. No. 286-16-17 by the Fire Chief submitting his annual report for the period commencing January 1, 2016, and ending December 31, 2016; recommends that the documents be accepted and placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



II

Other Matters

8.1

R. O. No. 286 - 16 - 17. By FIRE CHIEF. April 5, 2017.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2016, and ending December 31, 2016.

PP+S  
Alex J. Lee

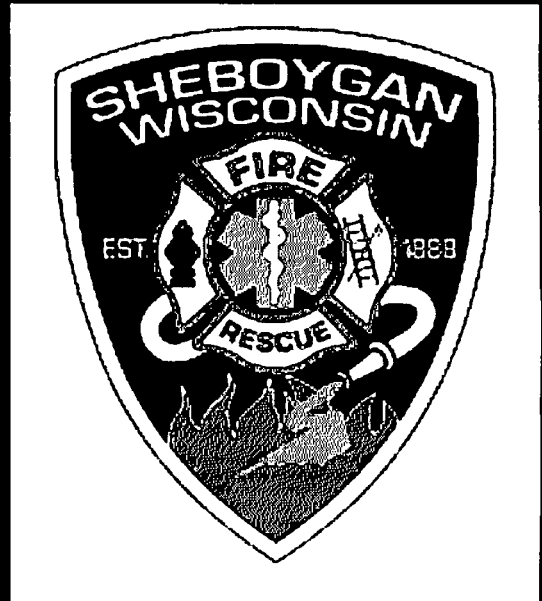
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Fire Chief

三

2016

Annual Report



City of Sheboygan  
Fire Department

# Sheboygan Fire Department Annual Report | 2016

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I am honored to present the Sheboygan Fire Department's (SFD) 2016 Annual Report. The report summarizes the department's achievements, statistics and services provided to the City of Sheboygan over the past year

As I complete my third year as Chief of the SFD, I reflect on progress made and challenges overcome. This annual report will highlight statistics in categories such as budget, response types and times. It confirms that the SFD has not only a rich history of 129 years of community service, but also a progressive and professional approach to emergency response, public education, and prevention.

The SFD recognizes its importance within the community. Our members are dedicated to protect the community, its citizens, and visitors with courage, honor and integrity. It is because of this dedication that the department is highly regarded in the community as evidenced by the 2016 citizen survey.

As the emergency services industry has grown, so have the demands on this department. We now assume an "all-hazards" approach in order to best serve the community. Therefore, in addition to fighting fires, the organization and our paramedic program is a leader in emergency medical service delivery and efficiency. In addressing 21st century challenges with a spirit of collaboration and efficiency, the department supports and participates in several Sheboygan County emergency teams including the Sheboygan County Hazardous Material Response Team, the Sheboygan County MABAS Division 113 Dive Rescue Team and the Sheboygan County Fire Investigation Unit.

I am proud that our personnel consistently answer the call of duty; meeting and often exceeding expectations. Since we expect the best of each other, we deliver the best to our customers. The department is measured on quick response times, but equally important is the knowledge, training and overall professionalism our members possess. Our firefighters' passion, expertise and dedication ensure that our citizens experience world-class firefighting, making our members the Department's most valuable resource.

We thank the Police and Fire Commission, Mayor Vandersteen, City Alderpersons, and Administrator Hofland for their continued support, which allows us to provide great services. We also value our excellent relationships with the other City departments, allowing us to work in the context of the larger City team to maximize responsiveness and efficiency.

Respectfully,

A handwritten signature in black ink that reads "Mike Romas".

Mike Romas

Fire Chief

City of Sheboygan



### Department Mission

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

**Courage \* Honor \* Integrity**



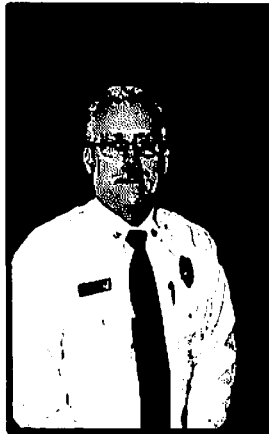
# Sheboygan Fire Department Annual Report | 2016

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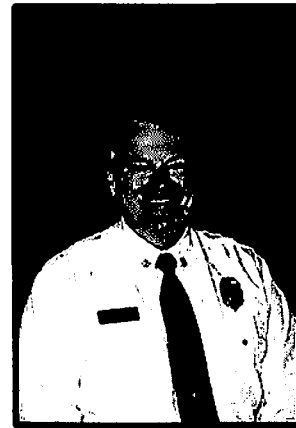
## Sheboygan Fire Department Management and Administrative Staff



**FIRE CHIEF – MICHAEL T. ROMAS**  
CHIEF OF THE DEPARTMENT



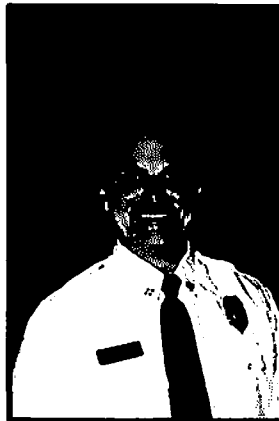
**ASSISTANT CHIEF – VERNON KOCH**  
ASSISTANT CHIEF OF THE DEPARTMENT



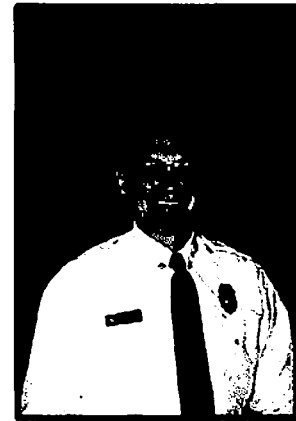
**DEPUTY CHIEF – CHARLES BUTLER**  
EMS/HEALTH AND SAFETY  
EMERGENCY MANAGEMENT



**BATTALION CHIEF – PAT NICOLAUS**  
A SHIFT  
EMS



**BATTALION CHIEF – DEAN KLEIN**  
B SHIFT  
SUPPORT SERVICES



**BATTALION CHIEF – KEITH RISSE**  
C SHIFT  
TRAINING



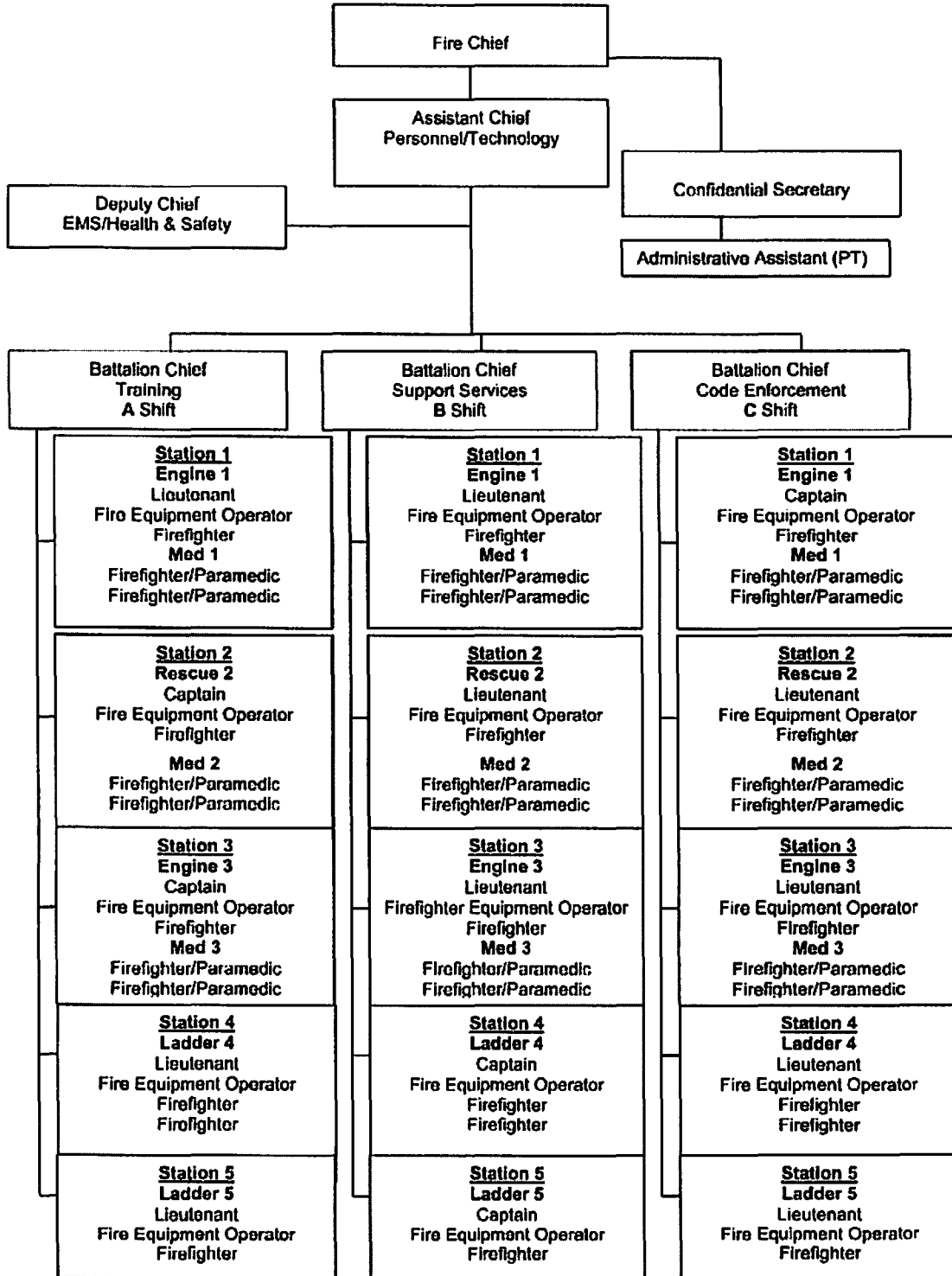
**CONFIDENTIAL SECRETARY**  
LISA HORN



**ADMINISTRATIVE ASSISTANT**  
JENNIFER ALBRIGHT

# Sheboygan Fire Department Annual Report | 2016

## SHEBOYGAN FIRE DEPARTMENT TABLE OF ORGANIZATION



# Sheboygan Fire Department Annual Report | 2016

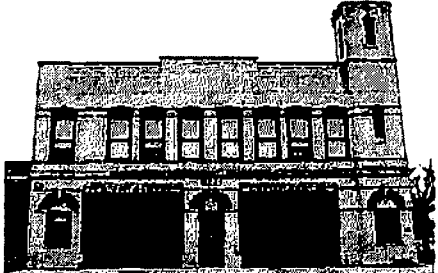

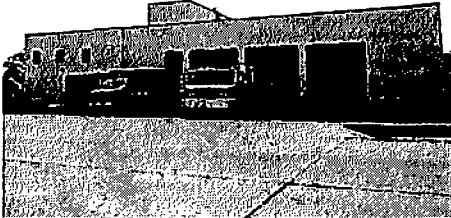
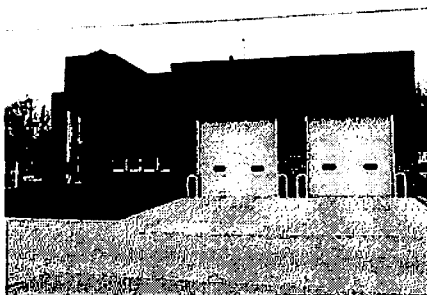

111 - Building fire	61	1.22%
112 - Fires in structure other than in a building	1	0.02%
113 - Cooking fire, confined to container	31	0.62%
118 - Trash or rubbish fire, contained	2	0.04%
131 - Passenger vehicle fire	16	0.32%
138 - Off-road vehicle or heavy equipment fire	1	0.02%
142 - Brush or brush-and-grass mixture fire	7	0.14%
143 - Grass fire	5	0.10%
151 - Outside rubbish, trash or waste fire	1	0.02%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
160 - Special outside fire, other	2	0.04%
162 - Outside equipment fire	7	0.14%
171 - Cultivated grain or crop fire	1	0.02%
211 - Overpressure rupture of steam pipe or pipeline	1	0.02%
251 - Excessive heat, scorch burns with no ignition	3	0.06%
300 - Rescue, EMS incident, other	69	1.38%
311 - Medical assist, assist EMS crew	138	2.76%
320 - Emergency medical service, other	7	0.14%
321 - EMS call, excluding vehicle accident with injury	3506	70.02%
322 - Motor vehicle accident with injuries	133	2.66%
323 - Motor vehicle/pedestrian accident (MV Ped)	18	0.36%
324 - Motor vehicle accident with no injuries.	24	0.48%
331 - Lock-in (if lock out , use 511 )	11	0.22%
341 - Search for person on land	2	0.04%
352 - Extrication of victim(s) from vehicle	5	0.10%
353 - Removal of victim(s) from stalled elevator	6	0.12%
356 - High-angle rescue	2	0.04%
361 - Swimming/recreational water areas rescue	2	0.04%
381 - Rescue or EMS standby	8	0.16%
400 - Hazardous condition, other	2	0.04%
411 - Gasoline or other flammable liquid spill	16	0.32%
412 - Gas leak (natural gas or LPG)	27	0.54%
413 - Oil or other combustible liquid spill	13	0.26%
420 - Toxic condition, other	1	0.02%
422 - Chemical spill or leak	29	0.58%
424 - Carbon monoxide incident	21	0.42%
441 - Heat from short circuit (wiring), defective/worn	2	0.04%
442 - Overheated motor	5	0.10%
444 - Power line down	6	0.12%
445 - Arcing, shorted electrical equipment	7	0.14%
451 - Biological hazard, confirmed or suspected	4	0.08%
463 - Vehicle accident, general cleanup	3	0.06%
500 - Service Call, other	2	0.04%
511 - Lock-out	45	0.90%
512 - Ring or jewelry removal	3	0.06%



# Sheboygan Fire Department Annual Report | 2016

521 - Water evacuation	2	0.04%
522 - Water or steam leak	9	0.18%
531 - Smoke or odor removal	2	0.04%
542 - Animal rescue	10	0.20%
550 - Public service assistance, other	1	0.02%
551 - Assist police or other governmental agency	19	0.38%
552 - Police matter	2	0.04%
553 - Public service	60	1.20%
554 - Assist invalid	136	2.72%
555 - Defective elevator, no occupants	4	0.08%
561 - Unauthorized burning	74	1.48%
600 - Good intent call, other	42	0.84%
611 - Dispatched & cancelled en route	31	0.62%
621 - Wrong location	4	0.08%
622 - No incident found on arrival at dispatch address	9	0.18%
631 - Authorized controlled burning	16	0.32%
641 - Vicinity alarm (incident in other location)	1	0.02%
651 - Smoke scare, odor of smoke	11	0.22%
652 - Steam, vapor, fog or dust thought to be smoke	11	0.22%
661 - EMS call, party transported by non-fire agency	11	0.22%
671 - HazMat release investigation w/no HazMat	36	0.72%
700 - False alarm or false call, other	6	0.12%
711 - Municipal alarm system, malicious false alarm	1	0.02%
712 - Direct tie to FD, malicious false alarm	1	0.02%
714 - Central station, malicious false alarm	4	0.08%
715 - Local alarm system, malicious false alarm	3	0.06%
731 - Sprinkler activation due to malfunction	26	0.52%
732 - Extinguishing system activation due to malfunction	1	0.02%
733 - Smoke detector activation due to malfunction	45	0.90%
734 - Heat detector activation due to malfunction	2	0.04%
735 - Alarm system sounded due to malfunction	45	0.90%
736 - CO detector activation due to malfunction	24	0.48%
740 - Unintentional transmission of alarm, other	3	0.06%
741 - Sprinkler activation, no fire - unintentional	9	0.18%
743 - Smoke detector activation, no fire - unintentional	33	0.66%
744 - Detector activation, no fire - unintentional	8	0.16%
745 - Alarm system activation, no fire - unintentional	34	0.68%
746 - Carbon monoxide detector activation, no CO	9	0.18%
812 - Flood assessment	1	0.02%
814 - Lightning strike (no fire)	1	0.02%
911 - Citizen complaint	1	0.02%
<b>TOTAL INCIDENTS:</b>	<b>5007</b>	<b>100.00%</b>

# Sheboygan Fire Department Annual Report | 2016

	<p><b>Fire Station #1</b> 833 New York Avenue Engine 1 Med 1</p>
<p><b>Fire Station #2</b> 2413 South 18<sup>th</sup> Street Rescue 2 Med 2 Trench Rescue Trailer</p>	
	<p><b>Fire Station #3</b> 1326 North 25<sup>th</sup> Street – Department Headquarters Engine 3 Med 3 Battalion Chief Car Med 6 (Reserve Ambulance)</p>
<p><b>Fire Station #4</b> 2622 North 15<sup>th</sup> Street Ladder 4 Engine 6 (Reserve Engine)</p>	
	<p><b>Fire Station #5</b> 4504 South 18<sup>th</sup> Street Ladder 5 Engine 7 (Reserve Engine)</p>

## Services Provided by the Sheboygan Fire Department

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

## Equipment, Facilities, and Vehicles Status Update

### Equipment

In 2016 all fire department self contained breathing apparatus (SCBA) were replaced with new Scott equipment including tanks, harnesses, and facepieces. All employees were fit tested to the new facepieces.

A complete set of electric extrication tools are being investigated for purchase and use in 2017.

A full set of hose ramps capable of providing access over two charged 5" hoselines was received from Acuity Insurance to provide egress from their parking structure should lines be stretched across the egress drive. These ramps will also be useful for similar situations in other areas around town. Our thanks to Acuity for their generosity.

### Apparatus

Two of the three ambulances that were being remounted to new chassis were received and put into service in 2016. Each of these vehicles has had a vehicle router and wifi capable components added to them to provide wifi signal around the vehicles and to leverage a single data card rather than pay for individual data cards for each single piece of equipment. (Narcotic Safe, Lifepak 15 Heart Monitor, Toughbook computer for EMS Patient Care Records and other applications, and Mobile Data Terminal)

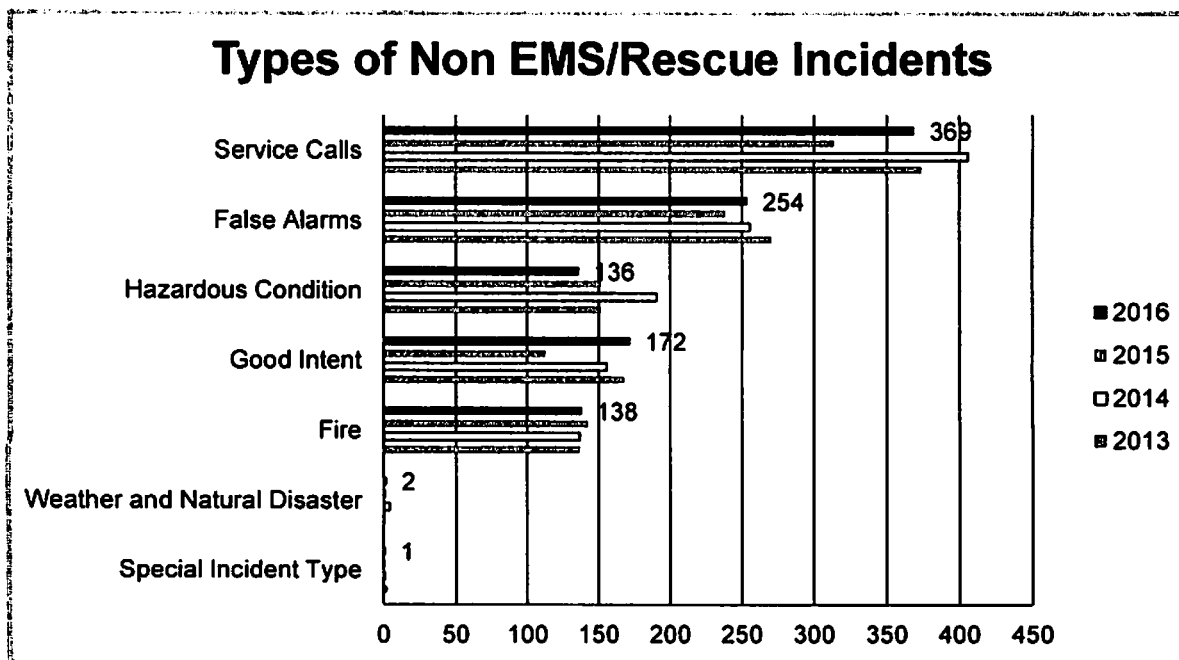
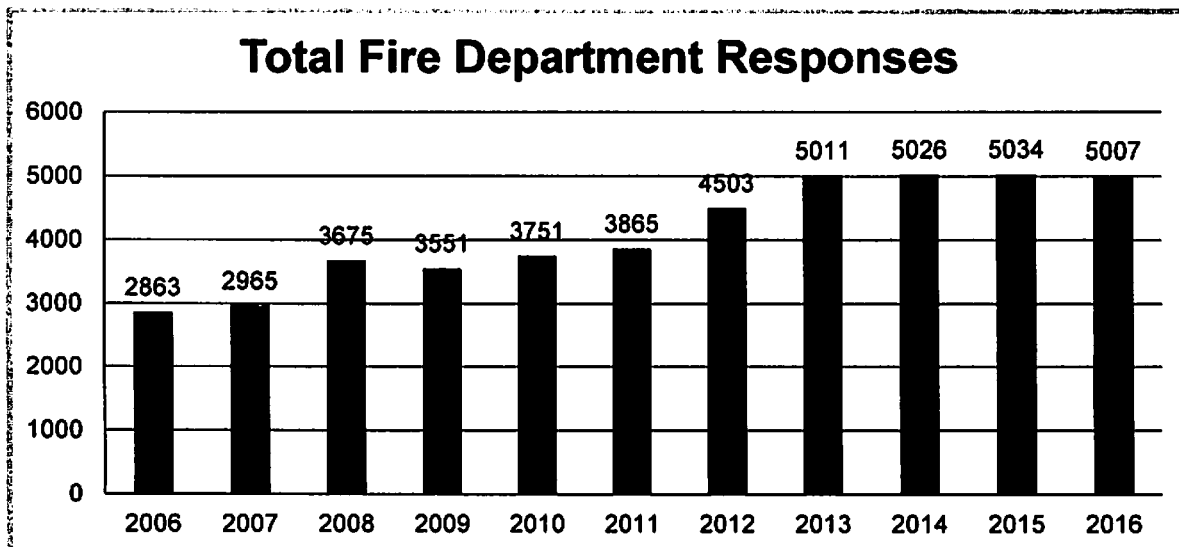
In 2016 all fire apparatus have been equipped with the Utility Rocket Vehicle Routers. These will provide a more stable connection for the Mobile data Terminals and will also provide a WiFi signal for responders to access important information in the field as needed.

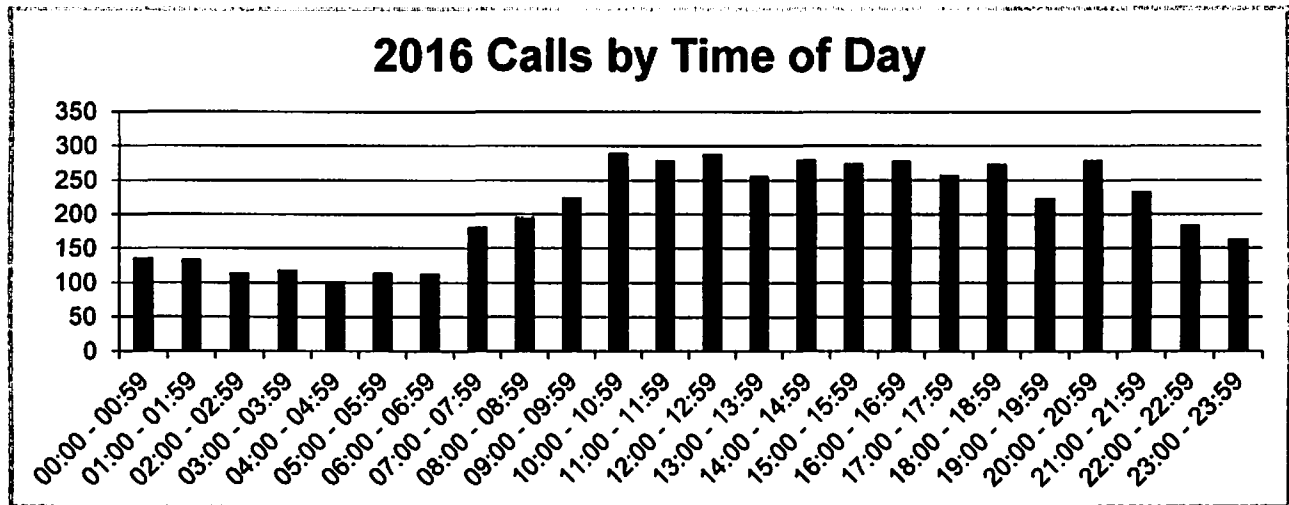
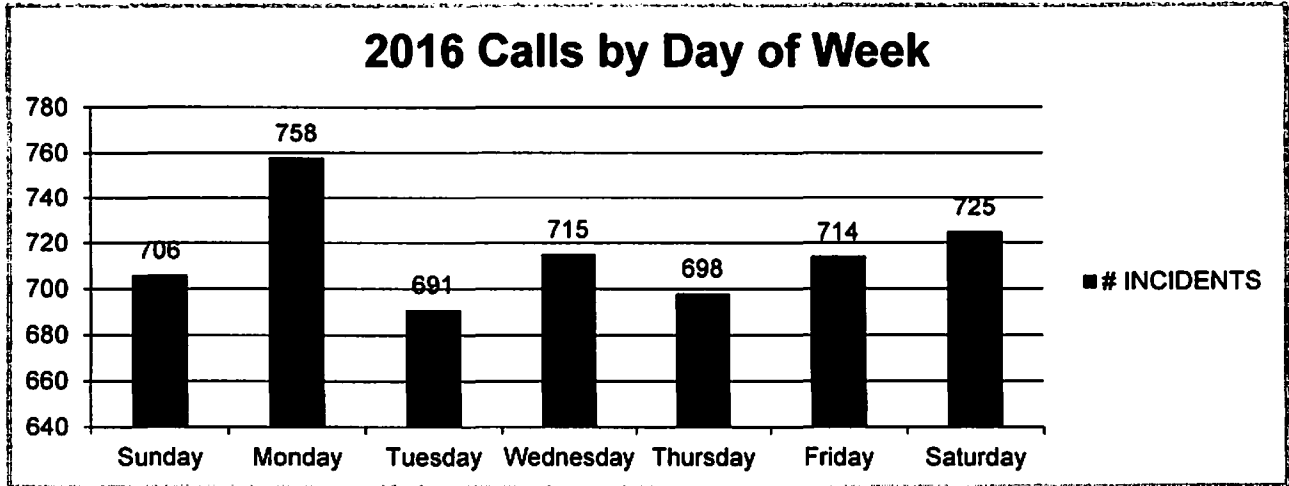
### Buildings

In 2016 there was only general maintenance performed on the fire stations with the exception of remodeling upgrades to the Station #3 Headquarters Training Room and the current City/County Emergency Operations Center. There was a great deal of study and deliberations on major repairs needing to be performed on Station #1 and Station #2. This work, based on the building surveys, is scheduled to begin in 2017 and beyond as part of the Capital Improvement Projects.

## Response Statistics

### Total Number of Responses



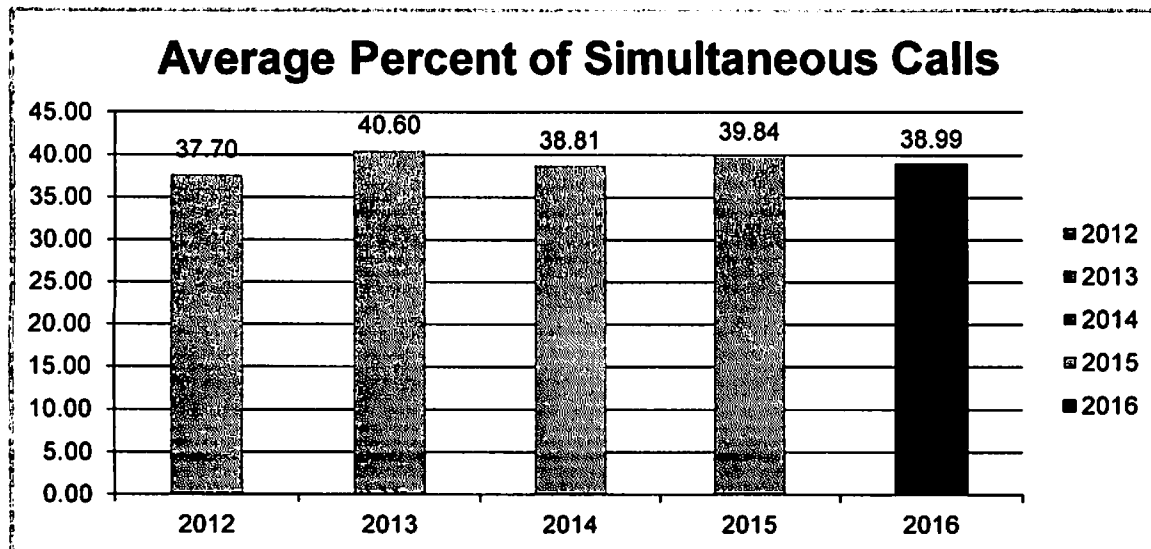


The *Calls by Day of Week* and *Calls by Time of Day* graphs are indicators of when requests for the Fire Department occur in Sheboygan. While there are some patterns that are seen, these graphs match trends nationally overall and also indicate that requests happen at all times.

## Mutual Aid Given/Received

	2012	2013	2014	2015	2016
Incidents with Mutual Aid Received	5	7	5	5	4
Incidents with Mutual Aid Given	8	9	8	8	8
Other Responses Outside of City	5	20	26	19	21

## Concurrent Calls

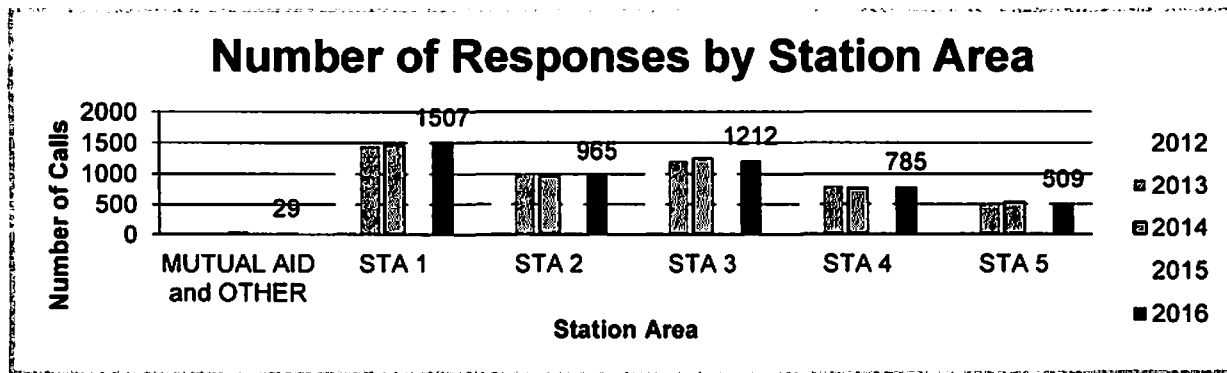


The measure of simultaneous calls represents the percentage of total call requests for the fire department while another call or multiple calls are already in progress. Generally speaking the call requests are random and in 2016 there was a slight decrease in concurrent calls from the previous year, but that decrease was insignificant and represented a relatively flat trend, which would suggest a relatively stable call volume overall.

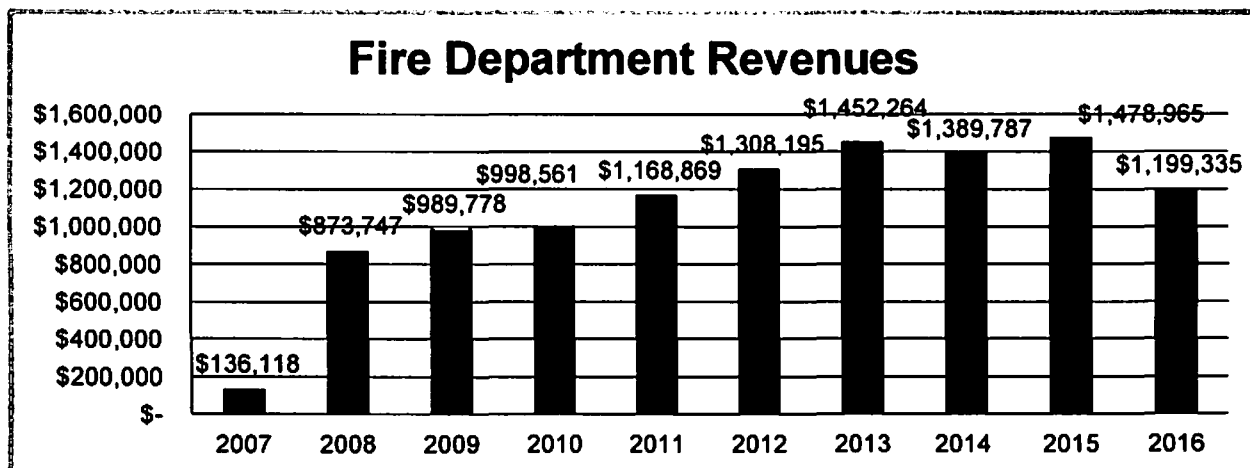
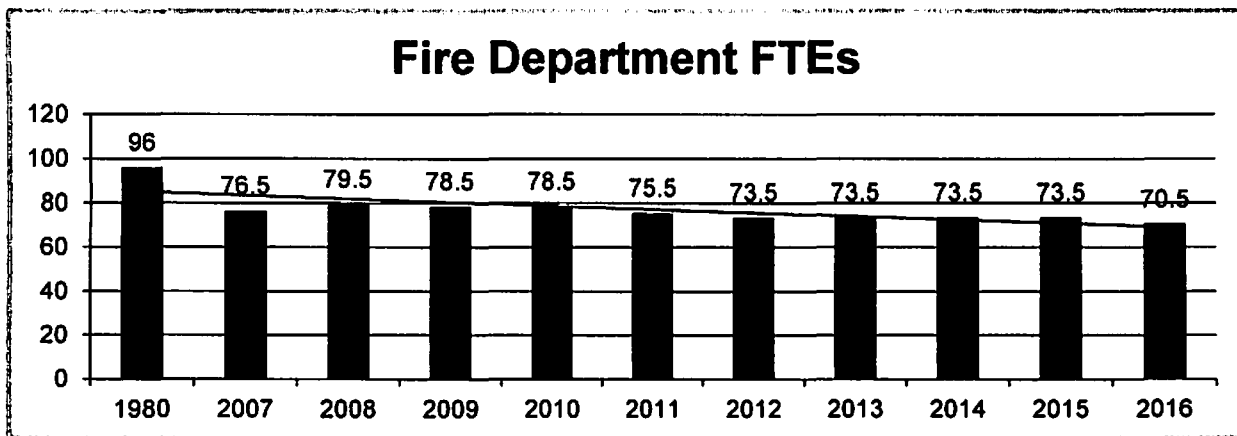
## Fire Related Deaths

	2012	2013	2014	2015	2016
Fire Deaths	0	1	1	0	1

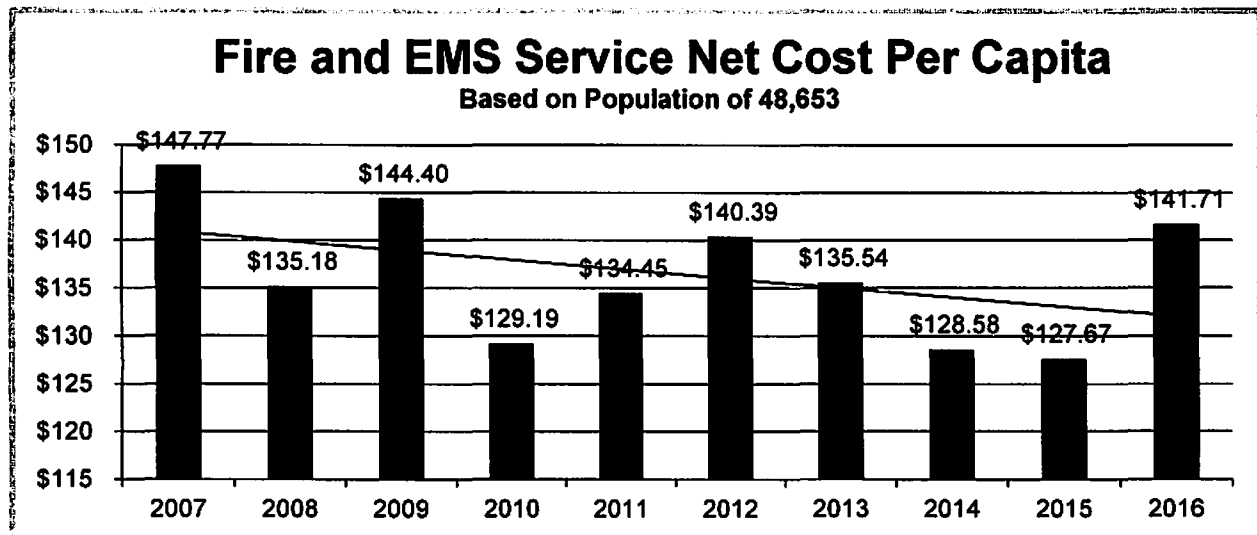
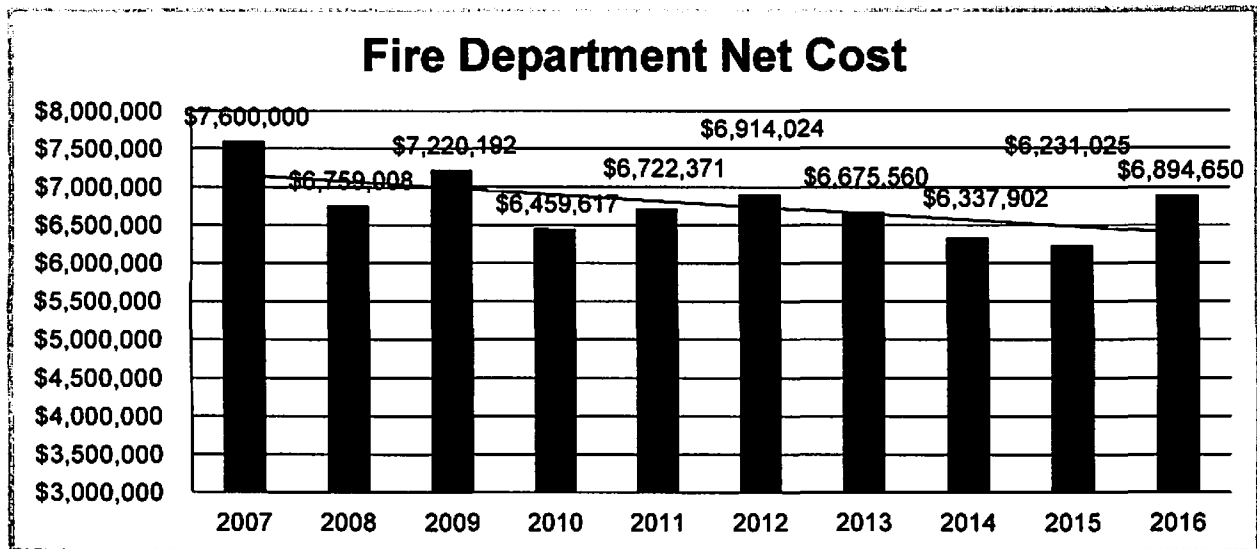
# Sheboygan Fire Department Annual Report | 2016



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



# Sheboygan Fire Department Annual Report | 2016



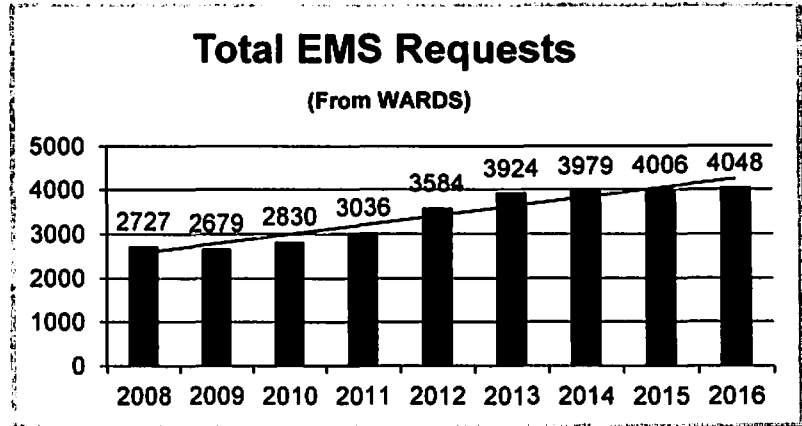


## Emergency Medical Services

The Sheboygan Fire Department is nearing its tenth year of providing paramedic level EMS transport services to the citizens of Sheboygan.

The Sheboygan Fire Department maintains a fleet of four ambulances for providing care and transport to the sick and injured. During the past nine years the department has

continued to provide a quality, consistent, and compassionate service to the community.

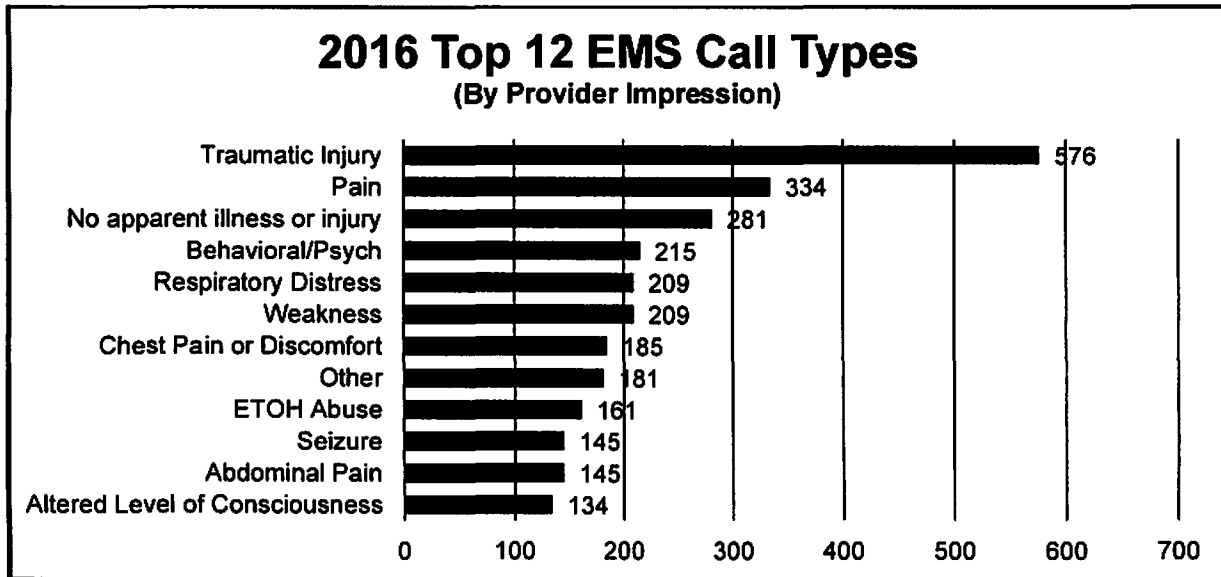


As a value added service of the Fire Department, the revenues generated through the provision of the ambulance service aid in offsetting the cost of a effective and efficient fire department. This is done through the use of cross-trained personnel with a great deal of education and training and who are prepared to meet the emergency and non emergency needs of those it serves, whether it be a medical emergency, a fire, or another service need. Each ambulance vehicle also carries firefighting equipment for the firefighter/paramedics who staff those vehicles. This allows those personnel to also be able to respond to fires should they occur.

Recently, all four of the Fire Department ambulances have been refitted to new vehicle chassis to cost effectively provide service for many years to come. Each of these vehicles is now equipped with a liquid spring suspension system designed to provide a safer and more comfortable ride.

The Sheboygan Fire Department is also interested in preventing injury that might cause need for someone to use an ambulance. As part of our injury prevention efforts, we have partnered with the Aging and Disability Resource Center (ADRC) in assisting with a referral program that provides for education and support from the ADRC for those who may need assistance or education about preventing falls in the home. When it recognized through our contact, that a person might be in need of assistance or support, our crews will offer the referral and we will make contact with the ADRC to have them make contact with the individual and offer assistance. Our goal is to encourage every ambulance service in the county to provide this service and connection to the resources they need.

Year	Total Patient Contacts	Total Transports	No Transport Rate
2016	4048	3208	21%
2015	4006	3285	18%
2014	3979	3287	17%
2013	3924	3274	17%
2012	3584	2975	17%
2011	3036	2478	18%
2010	2830	2361	17%
2009	2679	2172	19%
2008	2727	2282	16%



## Fire Prevention and Public Education

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



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

While it is a core mission of the Sheboygan Fire Department to respond to and mitigate incidents in the City of Sheboygan, it is also the department's mission to reduce the number and severity of those incidents by proper code development and

enforcement, effective and efficient response, and ongoing public education. It is through this continuous and comprehensive program of education that the department maintains a culture of safety in the community.

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



FAMILIES PARTICIPATE IN ACTIVITY GAME DESIGNED AND BUILT BY DEPARTMENT MEMBER

## Training and Resource Development



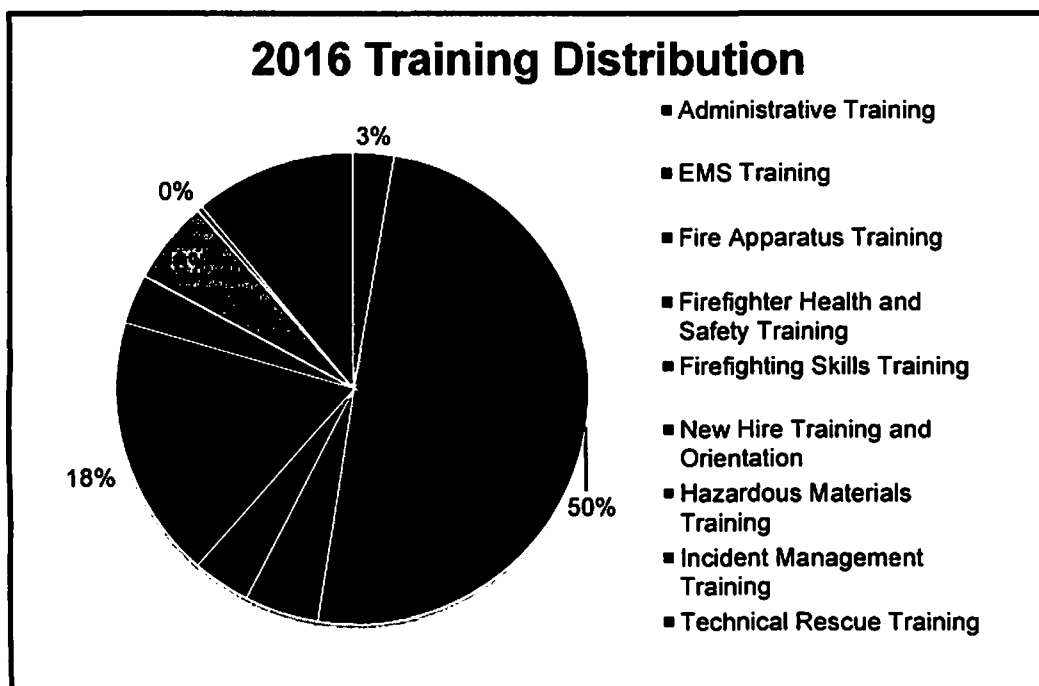
The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right.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

both fiscally and operationally. Because of the inherent dangers present in the job, many of the training areas are statutorily mandated for the protection of both the employee and the citizens they serve.



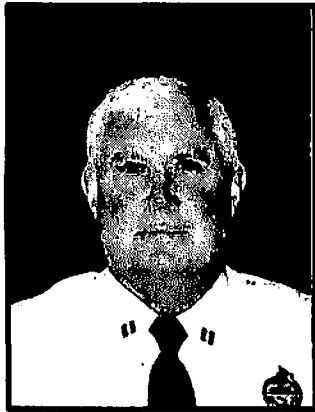
The elimination of staff positions within the department has made it necessary to alter how the department plans, prepares, and delivers training. The duties have been redistributed to numerous personnel in an effort to maintain adequate training and monitored compliance with mandatory training requirements.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

Much of the training and education in the department is conducted through the use of internet based learning management systems that contain a wide variety of topics in almost every area of fire/rescue response. In 2016 the Sheboygan Fire Department training room received a much-needed update and makeover. In early 2017, the project will be complete with a state-of-the-art two-way videoconferencing system that will allow training and meetings to be conducted to all of the stations from a central point. Training can be also delivered from outside of the department to each of the stations. This system will significantly improve communications in the department and will allow for more time with response vehicles in their own running areas rather than having to always head to the headquarters station for training. This will reduce response times, risk of vehicles on the road, and lessen duplication of instructor time. All content delivered through the system can be recorded and watched at a later date for review or make up for personnel who are absent during the initial delivery.



CATEGORY	TOTAL HOURS
Administrative Training	246
EMS Training	4359
Fire Apparatus Training	442
Firefighter Health and Safety Training	347
Firefighting Skills Training	1580
New Hire Training and Orientation	447
Hazardous Materials Training	505
Incident Management Training	30
Technical Rescue Training	1137
<b>TOTAL TRAINING HOURS</b>	<b>9093</b>

**Retirements in 2016\***



**CAPTAIN ROBERT IRISH**

\*Firefighter/Paramedic Siewert left the Sheboygan Fire Department in 2016 to pursue other employment opportunities.

**Promotions in 2016**



**CAPTAIN  
EFREM CAPETILLO**

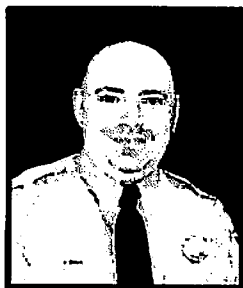


**LIEUTENANT  
ANDREW QUACKENBOSS**



**LIEUTENANT  
STEVEN ZIBELL**

**New Employees**



**FIREFIGHTER/PARAMEDIC  
ROY BRION**



**FIREFIGHTER/PARAMEDIC  
JESTIN DEMERATH**



**FIREFIGHTER/PARAMEDIC  
RANDALL KISER**



**FIREFIGHTER/PARAMEDIC  
WILLIAM CHEREK**

**In Memoriam**



Robert Weinberger

**Born: 1933**  
**Appointed: 1948**  
**Retired: 1985**  
**Retired a Deputy Chief**  
**Returned to Quarters: 2016**



James Hengst

**Born: 1926**  
**Appointed: 1953**  
**Retired: 1985**  
**Retired a Firefighter**  
**Returned to Quarters: 2016**

Thank you to Asher Heimermann of Incident Response for his photographs that appear in this annual report.

VII

R. C. No.         - 16 - 17        . By LAW AND LICENSING. April 17, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 261-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends granting licenses with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1342	Brower, James L.	2219 Indiana Ave.
*6999	Brunner, Jeremy M.	1113 S. 10 <sup>th</sup> St.

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

1361	Evans, Jennica M.	519 N. 27 <sup>th</sup> St.
------	-------------------	-----------------------------

*Consent*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. April 17, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 287-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends that the following licenses be granted:

SIDEWALK CAFÉ LICENSE (April 14, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	Frankies Pub & Grill	2218 Indiana Ave.
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1448	Raut, Sangita	100 Evans Court #C, Sheb. Falls
1437	Schaalma, Megan L.	2407 N. 22 <sup>nd</sup> St.
1449	Schwochert, Roxanne R.	W5729 Garton Rd., Plymouth
1441	Staaben, Jeffrey P.	1339 Carl Ave.
1416	Stevens, Angela K.	1438 S. 9 <sup>th</sup> St.
1403	Valencia, Jose L.	75 Rubina Ln. #5, Fond du Lac

*Conest*



IV

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1413	Brotz, James E.	2403 S. 8 <sup>th</sup> St.
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay
0926	Jaber, Ali M.	1207 Kentucky Ave.
1414	Schueffner, Steven	3822 S. 14 <sup>th</sup> St.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

VIII

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

Your Committee to whom was referred Res. No. 158-16-17 by Alderperson Wolf approving the Amended and Restated Contract for Sale of Land for Private Development by and between the City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.; recommends the Resolution by placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

III

Other Matters

7.1

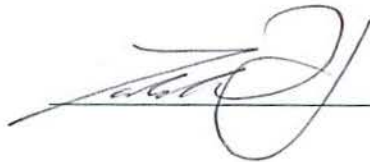
Res. No. 158 - 16 - 17. By Alderperson Wolf. December 19, 2016.

A RESOLUTION approving the Amended and Restated Contract for Sale of Land for Private Development by and between the City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC.

RESOLVED: That the City of Sheboygan hereby approves the Amended and Restated Contract for Sale of Land for Private Development by and between the City of Sheboygan, Wisconsin and Eighth-New Jersey, LLC, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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.

*Inance*

  
\_\_\_\_\_

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**AMENDED AND RESTATED CONTRACT FOR  
SALE OF LAND FOR PRIVATE DEVELOPMENT  
BY AND BETWEEN  
CITY OF SHEBOYGAN, WISCONSIN  
AND  
EIGHTH - NEW JERSEY, LLC**

**THIS AMENDED AND RESTATED AGREEMENT** (the "Agreement"), made this \_\_\_\_\_ day of December, 2016, 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 Eighth - New Jersey, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 330 East Kilbourn Avenue, Suite 800, Milwaukee, WI 53202;

**RECITALS**

**WHEREAS**, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by clearing the site and constructing, as determined by Developer in its sole discretion, either a mixed use building comprised of retail/commercial space and market rate residential apartments or a building comprised of solely market rate residential apartments, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, all at an estimated cost of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) (hereinafter called "the Project"), in accordance with this Agreement; and

**WHEREAS**, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents; and

**WHEREAS**, the City and Developer initially executed the original contract on April 8, 2016 and would like to amend and restate the Agreement to adjust the various effective critical path dates of the Project.

**NOW, THEREFORE,** in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I.  
SALE: PURCHASE PRICE**

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Ten and 00/100 Dollars (\$10.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the Deed (as defined below) conveying the Property to the Developer (the "Sale").

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	January 2017
Issuance of Building Permits	February 2017
Start Construction	April 2017
Substantial Completion	May 2018

It is anticipated that the Property will be sold and conveyed as of January 18, 2017.

**ARTICLE II.  
CONVEYANCE OF PROPERTY**

**SEC. 201. Form of Deed.** The City shall convey to the Developer title to the Property described in Exhibit "A" by warranty deed (the "Deed"). Such conveyance and title shall be in addition to the condition subsequent provided for in Section 1104 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, subject to:

- (a) Rights or claims of parties in possession not shown by the public records;
- (b) Easements or claims of easements, not shown by the public records;
- (c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises;

- (d) Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- (e) And such other liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 204(d) 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.

**SEC. 202. Time and Place for Delivery of Deed.** The closing of the Sale and conveyance of the Deed referred to herein shall occur on January 18, 2017 (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.

**SEC. 203. 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.

**SEC. 204. 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) **Property Acquisition.** Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.
- (b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.
- (1) **City Contribution.** Notwithstanding other costs and expenses paid or incurred as of the date of this Agreement and in order for this Project to occur, the City shall contribute not less than One Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,775,000.00) in new funds from the creation of Tax Increment District No. 16 in upfront developer incentive on the Closing Date. In order for the Developer to receive these funds, the Developer shall provide financial documentation to the City to substantiate the remaining funds needed to complete the Project as evidenced by agreements from lenders and equity investors.
- (2) **Evidence of Equity Capital and Bank Mortgage Financing.** As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.
- (c) **Environmental.** The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental

reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to conclude the Sale is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the Closing Date, that (i) such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object or (ii) Developer, at its expense, after reviewing for its own purposes and satisfying such requirement for Developer's lender, the environmental Phase II or soil and groundwater tests inspections, determines to move forward with the Sale.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Property, Developer may, at Developer's sole discretion,

- (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 presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.
- (d) **Title.** The City delivering to Developer, within 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) Developer may take title to the Property "as-is".

(e) **Survey.** Developer's receipt, of a current survey of the Property (the "Survey") from the City 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.

(f) **Governmental Permits, Licenses and Approvals.** Developer 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.

(g) **Utility Connections.** Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.

(h) **Soil and Topographic Conditions.** The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this Sale is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the Closing Date, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this Sale is further contingent upon Developer obtaining, at Developer's sole expense, on or prior to the Closing Date,

(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.

If the above written confirmation or soil 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 within sixty (60) days after receipt and review of the information relating to the soil and topographic conditions of the Property, 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.

**ARTICLE III.  
TIME FOR COMMENCEMENT AND COMPLETION OF  
IMPROVEMENTS**

The construction of the Project shall be commenced in any event within three (3) months after the Closing Date of the Sale and, except as otherwise provided in this Agreement, shall be substantially completed within fifteen (15) months after commencement of construction.

**ARTICLE IV.  
SPECIAL PROVISIONS**

**SEC. 401. Minimum Investment.** Developer shall utilize the Property by clearing the site and constructing the Project and all related improvements, at a minimum investment of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) dollars ("Minimum Investment")

Minimum Investment includes hard costs for construction of all buildings and other improvements on the Property and leasehold improvements. Minimum Investment includes all hard costs and expenditures as defined in Exhibit B (Developer's Construction Pro-forma) made or incurred by Developer, its

successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Property, or a time period commensurate with the period of delay, as the case may be.

**SEC 402. Guaranteed Property Tax Payment.**

- (a) Guarantee. The Developer shall guarantee payment of an amount of real estate tax based on the assessed value as set forth in this section. The amount of real estate tax that the Developer and/or its affiliates, as the case may be, guarantee would be generated by the Project. The assessed value of the Project and related tax liability will be zero through December 31, 2018. The initial assessed value of the Project shall be set as of January 1, 2019.

- (b) Interest Rate Calculation. The interest calculation on the not less than One Million Seven Hundred Seventy-Five Thousand Dollars (\$1,775,000) Tax Increment District No. 16 up-front developer incentive will be calculated at 1.5% above the City's General Obligation bond interest rate at the time of the City's borrowing for this Project.

**ARTICLE V.  
PREPARATION OF PROPERTY FOR DEVELOPMENT**

**SEC. 501. 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.

**SEC. 502. 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.
- (c) **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 VI.  
RIGHTS OF ACCESS TO PROPERTY**

**SEC. 601. Right of Entry for Utility Service.** The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities



located within the Property boundary lines and provided for in the easements described or referred to in Section 201 hereof.

**SEC. 602. Developer Not to Construct Over Utility Easements.** The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 201 hereof, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

**SEC. 603. Access to Property.** Prior to the 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 VII.**

#### **CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION**

**SEC. 701. Plans for Construction of Improvements.** Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, 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.

**SEC. 702. 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.

**SEC. 703. 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.

**SEC. 704. 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 VIII.  
RESTRICTIONS UPON USE OF PROPERTY**

**SEC. 801. Restrictions on Use.** The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

- (a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-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.

**SEC. 802. Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

**SEC. 803. City Rights to Enforce.** In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its 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 IX.**  
**PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

**SEC. 901. Representations as to Development.** The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

- (a) the importance of the development of the Property to the general welfare of the community; and
- (b) the below market purchase price that has been made available by the City for the purpose of making such development possible;

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

**SEC. 902. Prohibition Against Transfer of Ownership Interests.** For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the Improvements as certified by the City 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.

**SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement.** For the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that:

- (a) Except only 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
  - (2) 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 Subsections (b)(1)-(3) above, 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 903 or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

**SEC. 904. Information as to Members.** In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

- (a) the Developer will promptly notify the City of any and all changes 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 X.  
MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

**SEC. 1001. Limitation Upon Encumbrance of Property.** Prior to the completion of the Project, as certified by the City in the form of an Occupancy Certificate, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining:

- (a) funds only to the extent necessary for construction of the Project; and
- (b) such additional funds, if any, unless requested by Developer and approved by the City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

**SEC. 1002. Mortgagee Not Obligated to Construct.** Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who

obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

- (a) any other party who thereafter obtains title to the Property or such part from or through such holder; or
- (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;

shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

**SEC. 1003. Copy of Notice of Default to Mortgagee.** Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

**SEC. 1004. Mortgagee's Option to Cure Defaults.** After any breach or default referred to in Section 1003 hereof, which has not been cured by Developer within seventy-five(75) days (of receiving notice of such breach or default from the City as set forth in Section 1101 below, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner

provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates.

**SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property.** In any case, where, subsequent to the continued default or breach by the Developer (or successor in interest) under this Agreement after the cure period set forth in Section 1101 below has expired, the holder of any mortgage on the Property:

- (a) has, but does not exercise, the option to construct or complete the Project relating to the Property, and such failure continues for a period of sixty (60) days after the holder has been notified or informed that Developer did not successfully perform the cure of the default or breach within the time allowed under this Agreement or as agreed otherwise by the parties; or
- (b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do,

the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (a) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) all expenses with respect to the foreclosure;

- (c) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;
- (d) the costs of any improvements made by such holder; and,
- (e) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

**SEC. 1006. City's Option to Cure Mortgage Default.** In the event of Developer failing to cure a default or breach within the applicable cure period as set forth in Section 1101 below prior to the completion of the Improvements by the Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subordinate and subject always to the lien or liens of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement, including but not limited to, the lien of the Developer's mortgage holder.

**SEC. 1007. Mortgage and Holder.** For the purposes of this Agreement: The term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

## **ARTICLE XI. REMEDIES**

**SEC. 1101. In General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this

Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within 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.

**SEC. 1102. 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.

**SEC. 1103. 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,
  - (i) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
  - (ii) there is any change 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.

**SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer.** In the event that subsequent to conveyance of the Property pursuant to the Sale as of the Closing Date and prior to completion of the Project as certified by the City in the form of the Occupancy Certificate:

- (a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the

beginning and completion thereof as set forth in this Agreement) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the City so to do; or

- (b) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement or approved by the City, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within
  - (i) ninety (90) days after written demand by the City so to do, or
  - (ii) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer, or;
  - (iii) or if, the Developer is protesting such payment of taxes and/or assessment on the Property in Year 2019 and has posted adequate reserves with the title company; or
- (c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer;

then the City shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of

this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any reversioning of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

**SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds.** Upon the reversioning in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests recorded against the Property) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); any payments made or necessary to be made



to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

- (b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

**SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the reversion of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this

section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

**SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party.** For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

**SEC. 1108. Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation

beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**SEC. 1009. 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 on their behalf or 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 XII.  
MISCELLANEOUS**

**SEC. 1201. Conflict of Interests; City Representatives Not Individually Liable.** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement

**SEC. 1202. Equal Employment Opportunity.** The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

- (a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by

the City setting forth the provisions of this nondiscrimination clause.

- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.
- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (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."

**SEC. 1203. 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.

**SEC. 1204. Titles of Articles and Sections.** Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**SEC. 1205. Successors and Assigns.** This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

**SEC. 1206. Notices and Demands.** A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at Dermond Property Investments, 757 North Water Street, Milwaukee, WI 53202, Attn: Nora Pecor; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

**SEC. 1207. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

**SEC. 1208. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

**CITY OF SHEBOYGAN,  
WISCONSIN**

**EIGHTH - NEW JERSEY, LLC**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen,  
Mayor

**BY:** \_\_\_\_\_  
Max Dermond  
Managing Member

**ATTEST:**

\_\_\_\_\_  
Susan Richards  
City Clerk

This instrument drafted by:

City Attorney Charles Adams  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442  
WI State Bar No.



EXHIBIT "A"  
Description of Property

Lot 1 of a Certified Survey Map recorded on April 24, 2014, in Volume 26 of Certified Survey Maps, at Page 131, as Document No. 1985250, being all of Lots 1, 2, 10, 11, 12 and part of the vacated East/West Alley in Block 204, Sheboygan Original Plat, according to the Plat thereof, located in the Southwest  $\frac{1}{4}$  of Section 23, Township 15 North, Range 23 East. Said land being in the City of Sheboygan, Sheboygan County, Wisconsin.

Property Address: 812 New Jersey Ave., Sheboygan, WI 53081

EXHIBIT "B"  
Hard Costs for Project

# Project Economics and Plans

*Eighth - New Jersey, LLC*

DERMOND  
PROPERTY INVESTMENTS

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## Development and Construction Costs

<u>Cost Item</u>	<u>Pro-Forma</u>
Land and Building	\$ 10
Demolition and Sitework	650,000
Structure, Shell, Professional, Finishes	12,986,000
Appliances / FFE	278,000
Architecture, Structural and Civil Engineering	
Environmental Engineering, Professional, Survey	866,100
Title, Permits, Legal & Accounting, Admin.	69,000
Utilities	30,000
General Liability Insurance	14,000
Appraisal	6,000
Financing Fees	80,000
Construction Interest and Interest During Stabilization	449,000
Other Closing Costs	<u>70,595</u>
Total Project Costs	\$ <u>15,498,705</u>

## Project Economics and Plans

*Eighth - New Jersey, LLC*

DERMOND  
PROPERTY INVESTMENTS

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### Sources and Uses of Funds

<b>Sources</b>	<b>Pro-Forma</b>
First Mortgage	\$ 10,500,000
TIF Funding	1,775,000
Land	10
WEDC Brownfield Grant	350,000
Other Cash Equity	<u>2,873,695</u>
<b>Total Sources of Funds</b>	<b>\$ <u>15,498,705</u></b>
<b>Uses</b>	
Project Development	\$ <u>15,498,705</u>
<b>Total Project Costs</b>	<b>\$ <u>15,498,705</u></b>

VIII

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

Your Committee to whom was referred Res. No. 238-16-17 by Alderperson Wolf authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage; recommends the Resolution be passed.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IIIIV

III

5.4

Res. No. 238 - 16 - 17. By Alderperson Wolf. April 5, 2017.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the Municipal Property Insurance Company (MPIC) was formed by three municipal insurance companies - Wisconsin Municipal Mutual Insurance Company, Cities and Villages Mutual Insurance Company, and the League of Wisconsin Municipal Mutual Insurance Company to provide a stable, long term solution for property insurance for Wisconsin local government entities, and

WHEREAS, the quote received from the Municipal Property Insurance Company is very reasonable.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Municipal Property Insurance Company (MPIC) to provide building and property insurance coverage at a cost of \$111,235 for the period June 1, 2017 through May 31, 2018.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

Finance

*Melanie Nowak*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.5

Res. No. 239- 16 - 17. By Alderperson Thiel. April 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for purchase of (20) Automated External Defibrillators (AED's) for the Sheboygan Police Department.

WHEREAS: For many years the Sheboygan Police Department has included Automated External Defibrillators (AED's) as standard equipment in its squad cars. The ready availability of these units to first responders has proven to be a life-saving measure. The current units were purchased between 2002 and 2006 and have now been declared obsolete by the manufacturer.

WHEREAS: In an effort to keep pace with newer technology and assure that the physical equipment is kept in good operating condition, the Police Dept. included \$ 26,000.00 for an upgrade in its 2017 Capital Improvements Budget. At the time of budget development a quote for the incorrect model number of the equipment was inadvertently obtained. As a result, there is an apparent shortfall in the budgeted funds and;

WHEREAS: Other budgeted expenditures for the purchase of Body worn cameras and digital dictation equipment in the same budget line item have a combined favorable variance of \$ 28,416.49. In addition, the pricing for the correct units is covered under a State of WI/NASPO Contract relieving the City of the need for competitive bidding.

PPS  
pass

22

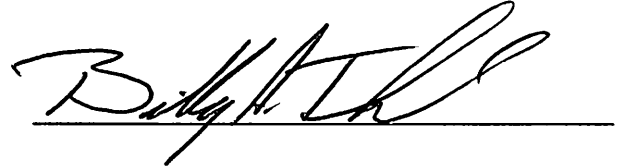


22



RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Physio Control of Redmond WA for the purchase of (20) AED units and accessories and the need for competitive bidding for the purchase is hereby waived.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 40021100-649100 in the amount of \$42,835.00 in payment of same.



A handwritten signature in black ink, appearing to read "Billy Hill", is written over a horizontal line.

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 PROTECTION AND SAFETY COMMITTEE CONSIDERATION

**ITEM DESCRIPTION:** Resolution by Ald. Thiel authorizing the purchase of 20 Automated External Defibrillators for the Police Dept. .

**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

**REPORT DATE:** March 27, 2017

**MEETING DATE:** April 12, 2017

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 40021100-649100  
Budget Summary: Capital-Other equip  
Budgeted Expenditure: \$ 26,000.00  
Budgeted Revenue: N/A

Wisconsin Statutes: N/A  
Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

The Police Department includes Automatic External Defibrillators (AEDs) in many of its vehicles as standard equipment. These devices have proven themselves to be critical for first responders in saving lives. The current units were purchased between 2002 and 2006 and have been discontinued by the manufacturer and thus are no longer supported. When the 2017 Capital Improvements budget was created an error was inadvertently made with regard to the correct manufacturers' model number to be purchased. The City of Sheboygan has since received a quote from the manufacturer for the correct model of defibrillator and accessories with a quantity of (20) units. The pricing is based upon the State of WI/National Assoc. Of State Purchasing Officials (NASPO) contract and the units are directly compatible and inter-operable with the equipment used by the Fire Department ambulances. Due to the State of WI contract, the need for competitive bidding can also be waived.



**STAFF COMMENTS:**

Due to the incorrect model number being specified at the time the budget was created there is a cost shortfall of \$16,835.00 necessary to complete this purchase. That said the purchase of the body worn cameras and the digital dictation equipment in the same budget line item have a combined *favorable* variance of \$ 28,416.49

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the Resolution by Ald. Thiel authorizing the purchase of 20 Lifepak 1000 AED units in the amount of \$ 42,835 from Physio Control, Inc of Redmond, WA

**ATTACHMENTS:**

- I. Resolution \_\_\_\_-16-17

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. April 17, 2017.

Your Committee to whom was referred Res. No. 240-16-17 by Alderperson Belanger authorizing the appropriate City officials to file the DNR Knowles-Nelson Stewardship Program Grant application for the purpose of receiving financial assistance for the purpose of developing land for public outdoor recreation purposes as described in the application; recommends the Resolution be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III

5.6

Res. No. 240-16-17. By Alderperson Belanger. April 5, 2017.

A RESOLUTION authorizing the appropriate City officials to file the DNR Knowles-Nelson Stewardship Program Grant application for the purpose of receiving financial assistance for the purpose of developing land for public outdoor recreation purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project;

WHEREAS, this is a 50/50 matching grant program.

WHEREAS, the City is applying for up to \$575,000.00 in developing lands for public outdoor recreation purposes and will be responsible to match 50% of the projects in cash, labor, services equipment or supplies or donations by a third party.

WHEREAS, the applicant must complete and pay for the entire project and then request reimbursement.

THEREFORE, BE IT RESOLVED: The City of Sheboygan will budgeted a sum sufficient to complete the project and

HEREBY AUTHORIZES, Joseph Kerlin, Superintendent of Parks and Forestry with the Department of Public Works, to act on its behalf of the City of Sheboygan to:

Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

Submit reimbursement claims along with the necessary supporting documentation within 6 months of project completion date;

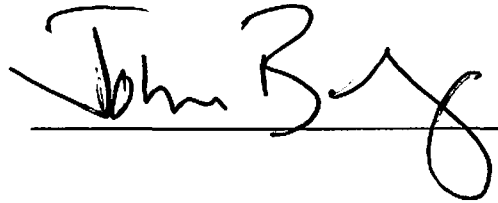
Submit signed documents; and

Take necessary action to undertake, direct and complete the approved project.

*Pub. Wks.  
approve*

1111

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

  
\_\_\_\_\_

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 PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A Resolution authorizing to apply for a grant from the Wisconsin Department of Natural Resources for the purpose of funding the developing of land for public outdoor recreation purposes.

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**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

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**REPORT DATE:** March 30, 2017

**MEETING DATE:** April 5, 2017

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**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

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**BACKGROUND / ANALYSIS:**

In 2016 the City of Sheboygan approved an agreement with Angie and Ryan Shaw, and Steve Schmitt, representatives from the Sheboygan Park Project, now known as the Shaw Family Playground, and the Sheboygan Jaycees, to fundraise and construct a universally designed playground in area two of Evergreen Park. The fundraising goal for the playground is \$750,000. Part of the agreement was for the city to make enhancements to the parking lot, aid with the construction of walkways and apply for State and Federal aid for the construction of a new shelter/restroom.

This Resolution is a request from Public Works for staff to apply to the State of Wisconsin Department of Natural Resources for a 50/50 grant for the following items:

- Area two site design including shelter/restroom, parking area and playground area
- Construction of new parking lot
- Construction of handicap accessible walkways
- Install of new utilities
- Construction of new shelter/restroom

Total project cost applied for is \$575,000. The project is proposed to be constructed during the 2018 and 2019 season, with completion in the fall of 2019. Shaw Family Playground has committed the raising of no less than an additional \$75,000 for the construction of the shelter/restroom. The City's responsibility would be \$250,000 cash, labor, services equipment or supplies or additional grants or donations by a third party.

Evergreen Park area two currently has a small restroom that is scheduled to be removed with the addition of a new restroom facility. It also has a shelter. It is undetermined at this time if the old shelter will remain or not, it is my hope that can remain with some updates so the city can provide two rental shelters in area two.



**STAFF COMMENTS:**

At this time area two offers no handicap accessibility to any of its park amenities. The new universally designed playground will be a one of a kind playground in Sheboygan that meets the needs of children with all abilities. The new shelter/restroom will also be fully accessible to all users of the park.

This project is documented in the approved City of Sheboygan Comprehensive Outdoor Recreation Plan for 2016 – 2020.

**ACTION REQUESTED:**

Motion to recommend the Common Council refer to the Public Works Committee to authorize the Superintendent of Parks and Forestry to apply for a State of Wisconsin Department of Natural Resources grant for the purpose of developing land for public outdoor recreation purposes as described above.

**ATTACHMENTS:**

- I. Resolution \_\_\_-16-17

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. April 17, 2017.

Your Committee to whom was referred Res. No. 241-16-17 by Alderperson Belanger and Lewandoske submitting the Lakefront Water Safety Task Group Report of activities from August 31, 2016 to March 22, 2017; recommends the Resolution be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III

5.7

Res. No. 241 - 16 - 17. By Alderperson Belanger and Lewandoske.  
April 5, 2017.

A RESOLUTION submitting the Lakefront Water Safety Task Group Report of activities from August 31, 2016 to March 22, 2017.

WHEREAS, on August 15, 2006, the Common Council adopted the mission and Lakefront Water Safety Task Group members, and;

WHEREAS, on August 31, 2016, the Lakefront Water Safety Task Group met for the first time and has met once a month since their creation.

WHEREAS, on August 31, 2016, the Lakefront Water Safety Task Group accepted the following mission statement:

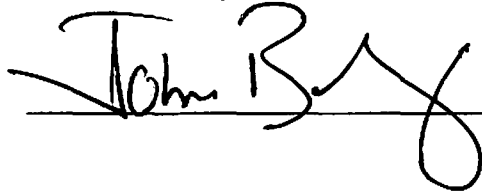
1. Review the report of similar committee that was completed in March 2009.
2. Study the water rescue events that have occurred since the recommendations of the last report were implemented.
3. Investigate new and additional safety measures for both the North and South swimming beaches and pedestrian access of the North and South piers on the Sheboygan lakefront and river.
4. Formulate a report with both short and long term recommendations to the Public Works Committee, Board of Marina, Parks, and Forestry, and the Common Council that would reduce the potential for water-related loss of lives and the near drowning of our citizens and visitors.

WHEREAS, the Lakefront Water Safety Task Group Report includes the above mentioned mission as well as specific recommendations to help make our lakefront safer.

WHEREAS, at the March 22, 2017 meeting the Lakefront Water Safety Task Group approved the attached report.

*Pub Works  
approve.*

RESOLVED: That the City of Sheboygan does hereby adopt the Lakefront Water Safety Task Group report and implement as many as the recommendations and the budget finds feasible; and

  
\_\_\_\_\_

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**

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**ITEM DESCRIPTION:** The requested Lakefront Water Safety Task Group Report from Common Council.

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**REPORT PREPARED BY:** Janet M Duellman, Community Development Planner  
Joseph L. Kerlin, Superintendent of Parks and Forestry

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**REPORT DATE:** March 29, 2017

**MEETING DATE:** April 5, 2017

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

In July of 2016, Mayor Vandersteen and Alderperson Lewandoske submitted a memo to the Board of Marina, Parks and Forestry requesting the formation of the Lakefront Water Safety Task Group. The Board of Marina, Parks and Forestry submitted a mission statement and a list of members to Common Council which was adopted on August 15, 2016.

The Lakefront Water Safety Task Group was tasked with reviewing our current Lakefront safety measures and suggesting new or updated equipment/procedures that could help improve the safety at our Lakefront. With the mission statement in mind the Task Group has met once a month since August 31, 2016 and has approved the attached report and its recommendations.

**STAFF COMMENTS:**

It is the recommendation of Public Work staff to approve the Lakefront Water Safety Task Group Report and resolution.

**ACTION REQUESTED:**

Motion to recommend the Common Council refer to the Public Works Committee for approval of the Lakefront Water Safety Task Group Report and recommendations.

**ATTACHMENTS:**

- I. Lakefront Water Safety Task Group Report



## **Lakefront Water Safety Task Group Report**

**April 2017**

**Lakefront Water Safety Task Group Members\*:**

Aldersperson John Belanger, Chair of Public Works Committee  
Mike Froh, Chair of Board of Marina, Parks and Forestry  
Joe Kerlin, Superintendent of Parks and Forestry  
Deputy Chief Charles Butler, Sheboygan Fire Department  
Officer Jeff Mares, Sheboygan Police Department  
Jason Dwyer, US Coast Guard  
Steve Steinhardt, Sheboygan County Sheriff's Department  
Attorney Charles Adams, Sheboygan City Attorney  
Chad Pelishek, Planning and Development Director  
Karen Davis, Community Recreation Department  
Robert Stanick, Army Corp of Engineers  
Matt Bauer, Harbor Center Marina  
Matt Wirzbach, Representative from SEAS  
Larry Williams, Citizen Member  
Scott Hanson, Citizen Member  
Aldersperson Scott Lewandoske, Citizen Member/ Aldersperson

*\*The Lakefront Water Safety Task Group provides a broad base of knowledge with collective experience in water rescue, swimming and life guard training, surfing, local weather, wave and current patterns, and emergency incident response.*



## **Introduction**

On August 15, 2016, the City of Sheboygan Common Council established the Lakefront Water Safety Task Group. The mission of the group was to:

- Review the report of similar committee that was completed in March 2009.
- Study the water rescue events that have occurred since the recommendations of the last report were implemented.
- Investigate new and additional safety measures for both the North and South swimming beaches and pedestrian access of the North and South piers on the Sheboygan lakefront and river.
- Formulate a report with both short and long term recommendations to the Public Works Committee, Board of Marina, Parks, and Forestry, and the Common Council that would reduce the potential for water-related loss of lives and the near drowning of our citizens and visitors.

With the above mention mission statement in mind, the Task Group has met regularly since August 31, 2016 to develop a plan to enhance safety on our water front. This report outlines their recommendations.

## **Background**

In 2008, after a tragic year on our water front, the City of Sheboygan Common Council created a committee known as the Water Safety Task Force. This committee was tasked with reviewing the incidents that had occurred in 2008 and to provide recommendations as to how to make our water front safer. Their report was submitted to the Common Council in March of 2009. Since that time the majority of the recommendations have been implemented which have been noted within this report.

The 2008 Person in Water (PIW) table was provided by the US Coast Guard Station, Sheboygan. This table represents the number of incidents that occurred during the 2008 water front season and was the basis of the 2008 report.

Date	# PIW	M/F/Child	Location	Weather	Wind	Waves	Saved/ Lost
6/26/2008	1	CHILD	KINGS BEACH	SUNNY, HOT, WATER TEMP 68	10-15 KTS	2 FT	LOST
8/5/2008	1	CHILD	SHEBOYGAN HARBOR	SUNNY, HOT, WATER TEMP 72	10 KTS	1 FT	SAVED
8/8/2008	1	CHILD	KINGS BEACH	SUNNY, HOT, WATER TEMP 72	5 KTS	2 FT	SAVED
8/9/2008	1	MALE	NORTH BREAK WALL	SUNNY, HOT, WATER TEMP 72	13 KTS	2 FT	SAVED
8/10/2008	1	MALE	DELAND BEACH	SUNNY, HOT, WATER TEMP 72	12 KTS	1-2 FT	SAVED
8/10/2008	1	CHILD	DELAND BEACH	CLEAR, WATER TEMP 70	15-20 KTS	4-6 FT	LOST
8/10/2008	2	CHILDREN	DELAND BEACH	WATER TEMP 70	10-15 KTS	2-4 FT	SAVED
8/26/2008	1	MALE	NORTH POINT	SUNNY, CLEAR, WATER TEMP 70	15 KTS	4 FT	SAVED
9/14/2008	1	MALE	KINGS BEACH	SUNNY, CLEAR, WATER TEMP 70	5-10 KTS	2-3 FT	SAVED

Once again water front safety became a predominant issue after multiple people were swept off South Pier in July 2016. These tragic events lead to the creation of the Lakefront Water Safety Task Group in hopes that this committee will be able to address the current concerns and make our water front even safer. Below are the incidents from 2009 -2016. This table was created from data provided from the US Coast Guard –Sheboygan, Sheboygan County Dive Team, Sheboygan Police Department, and Great Lakes Surf Rescue Project ([www.glsrp.org/statistics](http://www.glsrp.org/statistics)). Due to system upgrades some of the incidents may not be accounted for.

Date	# PIW	M/F/Child	Location	Saved/ Lost
4/27/2009	1		SHEBOYGAN HARBOR	LOST
6/26/2010	3		SHEBOYGAN HARBOR	1-LOST 2-SAVED
7/26/2010	1	MALE	POWER PLANT	LOST
6/29/2011	1	MALE		LOST
8/10/2012	3	1-FEMALE 2-MALES	NORTH BREAK WALL	2-LOST 1-SAVED
9/2/2012	2	1-CHILD 1-MALE	DELAND BEACH	1-LOST 1-SAVED
7/15/2013	1	MALE	BLUE HARBOR	LOST
7/11/2016	1	CHILD	KINGS BEACH	SAVED
7/17/2016	3	MALES	SOUTH BREAK WALL	2-LOST 1-SAVED
7/17/2016	2	MALES	SOUTH BREAK WALL	2-SAVED

Part of the 2016 Task Group’s mission was to review the 2009 report and it was found that both the 2008 and 2016 committees agree on the issues at hand and possible solutions. However, the 2016 Task Group did make a few other

suggestions which are noted after each of the 2008 recommendations. To make the report easier to follow, all of the 2008 report is in blue and the 2016 committee report is in black.

*From 2008 Committee:*

1. Lake Michigan is a wondrous natural feature that attracts residents and a variety of recreational users. The City of Sheboygan has invested in venues to enhance the use of the lake, with the use comes inherent risks. It is the goal of the Task Force to develop strategies to reduce the risks of water front drowning.
2. The degree of drowning hazard varies with weather conditions and locations. The biggest problem exists when warm temperatures bring people to swim and the prevailing wind and hydrographic of the beach and pier structures combine to create RIP currents.
3. The most significant RIP currents for swimmers exist in the area of the power plant and North Pier.
4. There are a number of local resources that provide first response for water emergencies (U.S. Coast Guard, Police Department, Fire Department and Sheriff's Department), and other resources available for extended search/recovery. It is the role of the Task Force to recommend strategies that best interface with the professional services.
5. Lack of specific site location information delays water front emergency responses.
6. Barriers and legal restrictions would have minimal effect because of difficulty implementing and enforcing them; and they may conflict with recreational users who are generally competent in the local waters.
7. Regulations may be useful to enhance and reinforce informational programs.
8. There are existing venues that can be utilized to enhance lakefront safety training for youth.
9. A signification public awareness campaign is needed to draw attention to Sheboygan's Lakefront hazards (multi-media).
10. A real time warning/education system should be established at the beach front (flag system, information signs, etc.).
11. An on-site emergency communication system should be established (call boxes, etc).
12. An enhancement/modernization of the life-rings program should be considered.
13. A traditional family swimming area, with life guards watching over a defined beach area, would not address the most critical safety issues.

14. It has become apparent that with increasing Lake Michigan water levels our piers are more susceptible to having waves wash over them. Because many of our visitors and residents are not familiar with the danger of being washed off our piers more care needs to be taken to educate and warn them of this hazardous situation.
15. After review of the incidents from 2009-2016, it would appear that the implemented recommendations from 2008, such as; life rings, rip current signs, emergency phones, and public education have made a difference.

Based on these assumptions the Task Force developed the following work elements:

- Develop a public educational program including annual awareness campaigns and use existing venues to educate.
- Develop a waterfront warning system including risk information and a real time warning/information system.
- Develop an incident system providing communication with emergency responders and availability of life saving devices.
- Enhance regulations to support risk reduction efforts.

### **Public Education Program**

*From 2008 Committee:*

It is apparent that hot weather and inviting waves have occasionally attracted individuals to a hazard they may not be aware of. Task Force members have expressed concern that life style and demographic changes have resulted in fewer residents with knowledge of RIP currents, therefore public education is a key to reducing drowning risks.

Awareness can be enhanced by providing general information to the public and by providing a targeted training for youth. The local Coast Guard station issues regular press announcements about water safety. It is intended that drowning concerns will be highlighted. The City Park Division will have a similar opportunity when announcing the beginning of the beach and swimming season. The safety recommendations in this report also increase public awareness. In addition there are opportunities for short public service announcements if the materials are developed.

Recent experience indicates that the most at risk groups are teens and young adults. A targeted program for youth is therefore a high priority. A number of venues exist to reach the youth; examples include school safety training, scouts, clubs, swimming lessons, etc. The desired audience is in place in these organizations. In addition utilizing long standing youth programs may help develop a training effort with longevity. Developing clear training materials that can be easily used by program leaders is a strategy to encourage existing youth programs to incorporate waterfront specific safety instruction into their activities.

Developing the education program will be the primary focus of the Task Force in upcoming months. Members of the Task Force have been discussing the opportunities with a media company. It is anticipated that a program can be developed using some material that already exists. A long shelf life will be important.

**2008 Recommendation: Develop safety training program and professional support materials that can be utilized by organizations throughout the City. COMPLETED: DVDs and pamphlets were created.**

The 2016 Task Group has been working with a media company to create three videos. These videos are being created with different time lengths to be used for different purposes, such as; hotels, schools and other events. The Task Group has already spoken to the hotels in the area and they are willing to show the videos on their information channel for our visitors. Also the Task Group has placed a RIP current ad in the 2017 Sheboygan County Visitors guide and the Recreation Department will continue to place these ads in their quarterly mailing.

The Sheboygan County Visitors Guide is published by the Sheboygan County Chamber of Commerce.

For more information:  
 24 Lakes County, Oneida, Waubesa, Waubesa Center  
 671 S. 1st Street  
 Sheboygan, WI 53081  
 (920) 835-6419, (920) 835-6422  
 www.visitshes.com  
 www.visitshes.com

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Many of the photographs included in this guide were provided by the following:  
 Tom and Mary Lou, Sheboygan; John and Susan, Sheboygan; Andrew and  
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 Parks; Sheboygan Area Chamber of Commerce.

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**2016 Recommendation: Continue Public Education through videos and ads.**

**2016 Recommendation: Continue Public Education through videos and ads.**

**Warning**

*From 2008 Committee:*

**REAL TIME ADVISORY:** One of the major factors in Sheboygan water front risk is the occurrence of RIP currents. They occur under specific weather conditions. A real time advisory would directly address the risks.

A traditional means of providing information in warm weather coastal communities has been a flag system. At one time the Coast Guard provided a similar system for boaters. The system is labor intensive and requires public education. Keeping all informed about the flag system in a community with a very limited beach season may not be productive.

A practical alternative would be an informative sign. Options range from a single warning sign similar to those used at DNR stations indicating fire risk, to a LED variable message board. There are several advantages to a variable message board.

1. An LED sign would directly display warning and be very apparent making warnings more noticeable,

2. A message center at Deland Park would reach more individuals than a notice at the water, helping to provide general education about the risk of RIP currents,
3. The message board would have uses when there is not a risk or during the off season. Example of messages:

WARNING  
RIP CURRENT

BEACH CLOSED  
BACTERIA

SEASONS  
GREETINGS

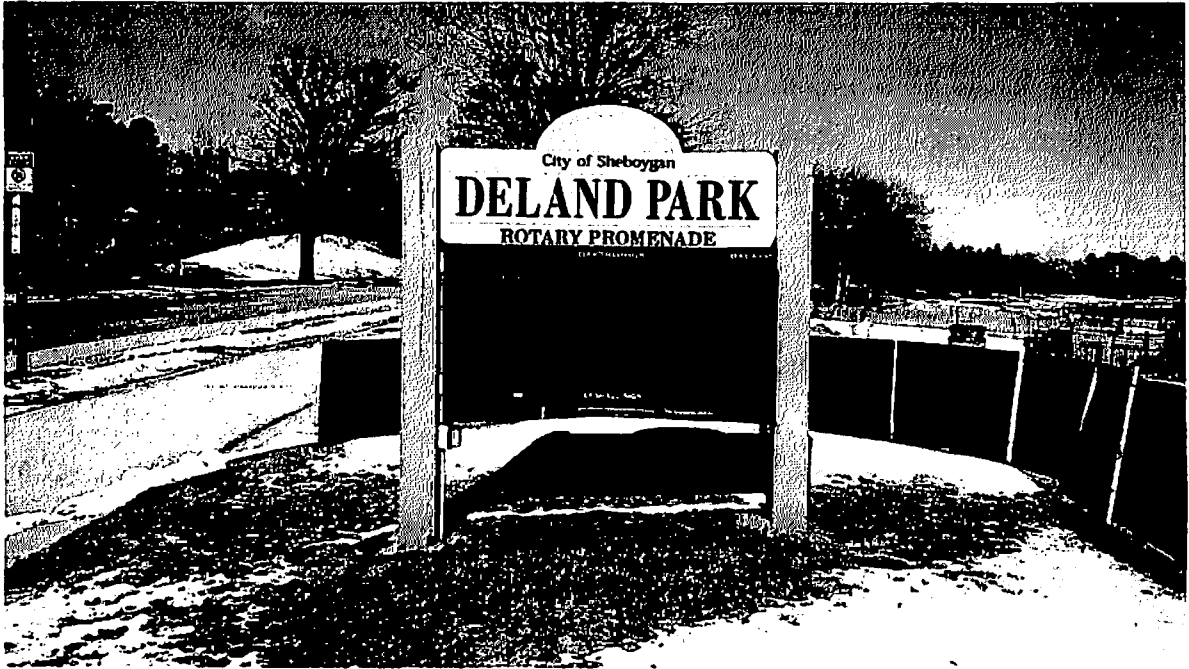
FIREWORKS  
JULY 4<sup>TH</sup> 9 PM

4. A modern LED sign is operated by computer and can be accessed through an online network.

It is anticipated a variable message sign would be designed to provide a simple message. No multicolor graphics. The sign would be located along Broughton Dr. or on the west side of the Deland Community Center. The estimated cost is \$30,000. Installation of an LED sign in Deland Park would require a special use permit through the City's zoning process.

The provision of safety advisories and warnings includes the responsibility that the messages are accurate and consistent. The Coast Guard has indicated that sufficient weather data is available to determine when a warning may be needed.

**2008 Recommendation: Install a variable message sign in Deland Park to provided RIP current warning. COMPLETED**



The 2016 Task Group discussed the addition of a flag system and/or flip-down signs to the lake front. They agree with the 2008 Task Force that these systems are labor intensive and keeping the public educated on the systems with the limited beach season is not feasible.

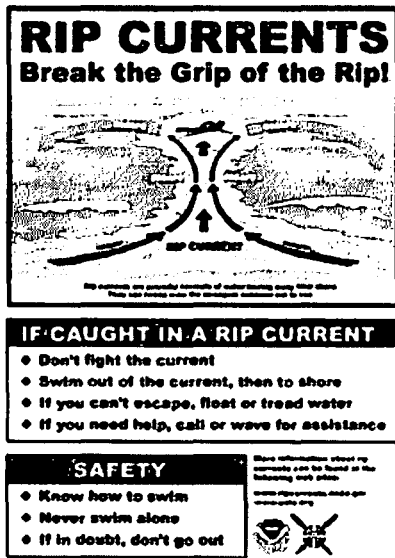
**2016 Recommendation: Continue to use the message sign in Deland Park to provide RIP current warnings.**

*From 2008 Committee:*

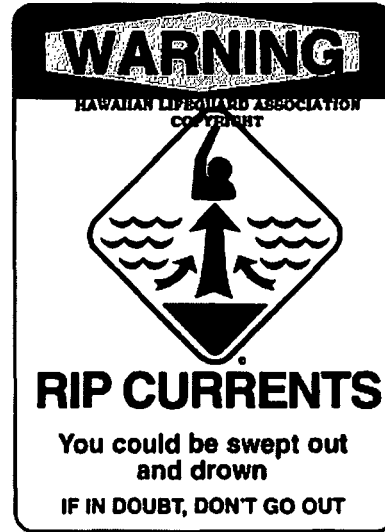
**WARNING SIGNS:** There are standard RIP current warning signs available. The Task Force is recommending the placement of the signs indicated below. One provides some basic information regarding RIP currents and would be installed in English and Spanish. The other is a more graphic warning sign. The sign can be produced by the Sheboygan Public Works Department.



Source: [www.ripcurrents.noaa.gov](http://www.ripcurrents.noaa.gov)



Source: Hawaiian Lifeguard Association



The new warning signs need to be coordinated with the existing signage along the water front. Care needs to be taken to avoid sign clutter and the appearance of over regulation. Where possible, sign kiosks can be used for multiple messages. Sign location will be determined in the field.

**2008 Recommendation: Install RIP current warning signs along the water front. COMPLETED**

The Army Corp of Engineers brought to the attention of the 2016 Task Group that they had new warning signage that they would like communities to consider installing on their piers. The Task Group reviewed the signage and felt it was important to have the new signage installed. The Department of Public Works is able to make and install the signs at the beginning of the piers.

**2016 Recommendation: Installation of new warning signs on piers (COMPLETED) and additional RIP current warning signs along the lake front. Also painting of the ladders along the piers for better visibility from the water.**



**SOCIAL MEDIA:** A new element that the 2016 Task Group added to this report is social media. As social media has evolved over the past few years, many City Departments are taking advantage of different programs, such as; Nixle, Facebook, Nextdoor, city website, and Twitter to notify the public of public service announcements as it relates to city business.

With the public having easy access to these programs via cell phones or computers the Task Group decided to start notifying the public of lakefront warnings on social media hoping to be able to reach more people. Also a banner was placed on the home page of the City of Sheboygan website for people to check if there are any warnings issued from NOAA about RIP currents, structural RIP currents, gale warnings, or small craft advisories.

**2016 Recommendation: Continue to use Nixle, Facebook, Nextdoor, Twitter, and website for notification of pier use warnings and hazardous conditions. See sample notifications next page.**

## Notification on Nixle



**Sheboygan Police Department**

Tuesday January 10th, 2017 12:24 p.m. CST



**Dangerous conditions on piers during winter season,  
put off a walk on the pier until the warmer months**

Message Expiration

Sometimes the piers become dangerous due to high wind and wave activity. We'd ask the public to remember that the piers are dangerous all winter due to the slippery conditions caused by ice. It's best to enjoy a walk out on the pier during the warmer months. You can still safely appreciate the view from the shoreline.

Address: 1315 N. 23rd St.  
Sheboygan Police Department  
1315 N. 23rd St.  
Sheboygan, WI 53081

Contact:  
Emergency: 9-1-1  
Non-emergencies: 920-459-3333

## Notification on Sheboygan Police Department Facebook



**Sheboygan Police Department** shared a link

January 12, 2017 5:00 pm



**Both North and South Pier are now open**

North and South Pier were closed on 1/10/2017, due to high winds and dangerous conditions. On 1/12/2017 both piers were reopened.

[View the post on Facebook](#)

Like Comment Share

## Notification on Nextdoor



**North and South Piers are Closed**

Sheboygan Police Department from 10:00 AM to 11:00 AM

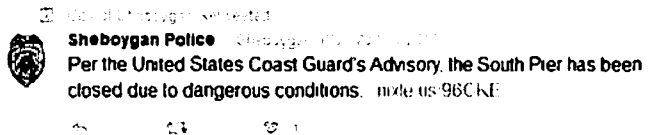
Per the United States Coast Guard's Advisory, the North and South Piers have been closed. Please, adhere to the advisory and do not go out on the piers.

Or view a transcript of Sheboygan Pier Closure & Reopen.

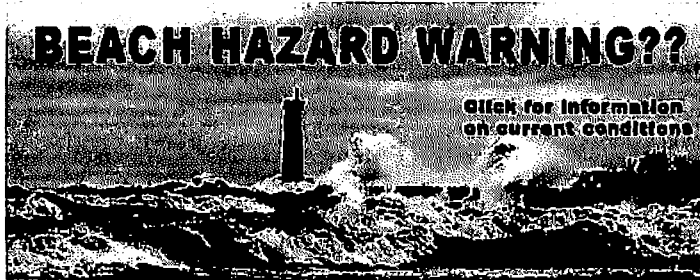
THANK 8 REPLY 0

★ Elizabeth, Penny, Betty, and 5 others thanked Sheboygan

## Notification on City of Sheboygan's Twitter Page



## Website Banner on City of Sheboygan's Home Page



## Emergency Response

*From 2008 Committee:*

**COMMUNICATION:** Rapid response is critical in a potential drowning incident. Both north and south piers are distant from communication systems. In addition, the Police Department has indicated that identifying the location of a water front problem can be difficult when responding to a cell phone call.

There are several manufacturers of emergency call boxes. The most task focused would be a cell phone programmed to dial a single emergency number upon pressing a button. The box can be labeled in order for a caller to identify location. A solar powered unit would provide the most flexibility regarding location. A device is estimated to cost \$5,000.

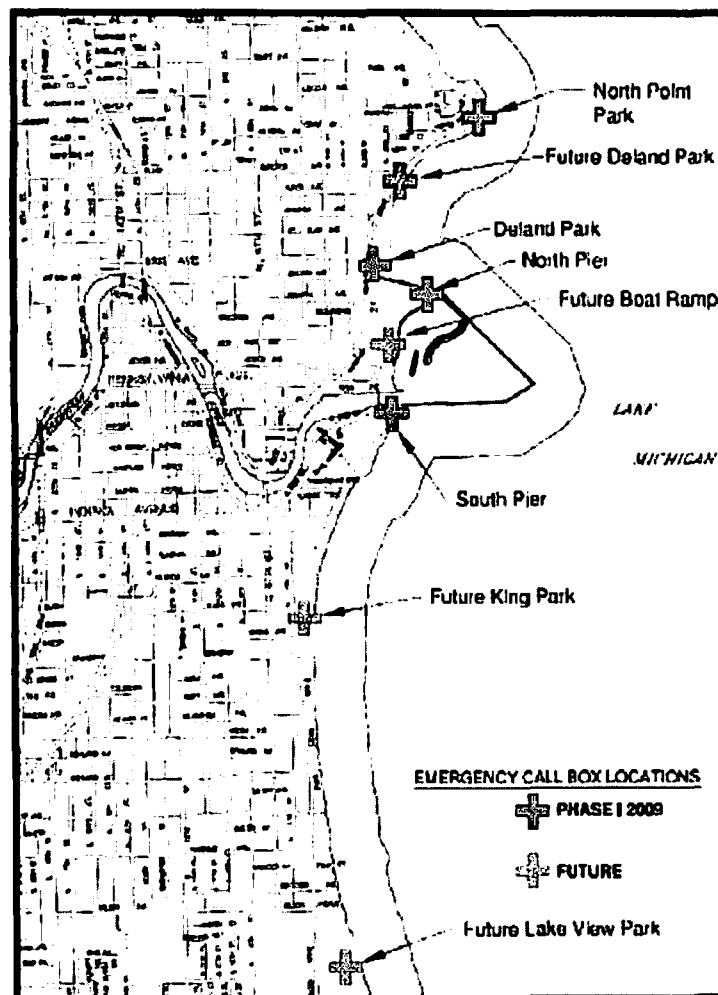
Potential locations for emergency call boxes are indicated on the map on the following page. The Task Force identified criteria for the placement of the boxes:

1. Reasonable proximity to the identified problem areas,
2. At locations where potential users will routinely pass and identify and note their function and,

3. At locations where communication alternatives are not generally available because the location is remote from businesses, public facilities, and boater activity.

The Task Force has identified four critical locations. Additional sites are not recommended at this time as issues regarding vandalism, misuse and the ability of the equipment to weather a Lake Michigan winter are uncertain. The potential for false alarms is a concern. Should the installation be deemed successful additional locations can be considered.

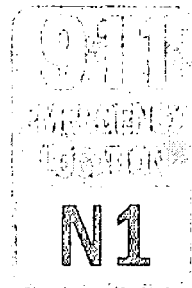
**2008 Recommendation: Install emergency call boxes (4 total) at North Point, South Pier, North Pier and at primary pedestrian entrance to Deland Park near Broughton Dr. COMPLETED w/ an additional emergency call box installed at King Park.**



**2016 Recommendation: No additional call boxes are being recommended at this time.**

**EMERGENCY LOCATION SIGNS:** The emergency personnel of the 2016 Task Group expressed concern about the number of people using cell phones to call 911 and the inability of the caller to tell dispatch where they are. This causes precious time to be lost while the emergency personnel and dispatch try to locate where the incident is occurring. With this in mind, the emergency personnel along with dispatch created a map that would help dispatch notify Sheboygan Police Department, Sheboygan Fire Department, US Coast Guard, and Sheboygan County Dive Team where an incident is occurring. This map identifies areas with a numbering system that will be displayed by either a physical sign or stenciled numbers which dispatch will be able to ask the caller for the number on a sign or the stenciled number on the jetty. The emergency location number will be passed on to emergency personnel so they will be able to respond to correct location faster.

Example of Emergency Location Sign



Once the emergency location map is created, the emergency personnel discussed creating routes to access each emergency location. This next step is important due-to-the-fact that not all locations are accessible by road. By creating a direct route to the location will help the emergency personnel respond to the person needing assistance faster.

The Task Group did have some concerns over the maps, signs, and stenciling. The first concern was the number of signs, they were afraid that it would cause sign clutter so they settled on placing emergency location signs on the existing sign kiosk and stenciling numbers on the jetties. And for the emergency location that didn't have a sign kiosk or jetty by them, they will be used for emergency personnel routes. Which lead to the next concern of who is going to make sure that the stenciling was going to be maintained? The Task Group talked about finding volunteer group(s) to

maintain the stenciling. And they felt pretty confident that between Eagle Scouts, area high schools, and other organizations they would be able to find volunteers to maintain the stenciling.

**2016 Recommendation: Emergency personnel continue to work on creating an emergency location numbering system that works for all entities. After the numbering system is created emergency personnel shall create routes to the emergency locations to help improve response time.**

*See emergency location map next page*





*From 2008 Committee:*

**UPDATE LIFE RINGS:** The City has received a petition from citizens asking for additional life rings. The existing life rings have been provided for years by the Sheboygan Area Great Lakes Sports Fishermen, which purchased the rings, constructed cabinets and donated the equipment to the City for installation. Approximately 45 rings are in place along the lakefront and Sheboygan River. The Task Force wishes to express appreciation to the organization for their efforts.

Adding life saving rings is a relative low cost safety measure. In addition the Task Force suggests that the new rings be purchased with cabinets that are consistent with the design of the improvements along the river and marina area. Significant cost has been incurred by the City to develop walkways with high visibility railings and decorative lighting. Cabinets are available that would be consistent with the design. The existing cedar cabinet will be moved to a more remote location along with the water front. Cabinets complete with life rings are estimated to cost \$250.00/each.

**2008 Recommendation: Purchase and install up to 40 new life rings along the water front. COMPLETED**

**2016 Recommendation: Install additional life rings and continue to monitor existing life rings. Also to replace aging life rings as needed.**

*See life ring map of Lake Michigan coast page 18 and the life ring map of the Sheboygan River on page 19.*





### **Enhanced Regulation**

*From 2008 Committee:*

**PROTECTION OF SAFETY DEVICES:** During discussion of the need for warning and safety devices there was uncertainty how the existing devices are protected from vandalism and misuse. After review of the issue with the City Attorney, he recommended the following ordinance be adopted:

“Lifesaving Equipment. No person shall make or create a false alarm concerning the saving of life along the beaches, boardwalks, public walkways or piers within the City, or remove, use or tamper with any lifesaving station equipment, lifesaving rings, lifesaving station equipment boxes, or communication system provided therefore for public use, except in case of emergency.”

This language would be added as Section 70-221 of the Municipal Code, which would be part of Article VII, Offenses Against Public Safety, of Chapter 70, Offenses and Miscellaneous Provisions. The penalty section of Chapter 70 is contained in Section 70-5, entitled “Penalties for certain enumerated sections of this chapter”. Section 70-5 will also need to be amended as part of any ordinance creating the new Lifesaving Equipment section so as to establish the specific penalty for violation. It is recommended establishing the penalty at not less than \$50 nor more than \$250.

This would make the penalty for this violation consistent with the general unlawful damage to property ordinance.

**2008 Recommendation: Adoption of the above reference ordinance. NOT COMPLETED**

**2016 Recommendation: Not to proceed with adoption of ordinance due to enforcement issues.**

*From 2008 Committee:*

**SWIMMING FROM PIERS:** The Task Force also discussed the high risk of entering the water off the extended piers that form the harbor. These structures are routinely used for walking along the water, fishing, access for surfers and on some occasions swimming. The rock structure is difficult to traverse and can be a barrier to exit the water. Under certain weather conditions RIP currents along the North pier can be extremely hazardous.

In general municipal jurisdiction extended 1700 feet into the lake. The piers are under the jurisdiction of the U.S. Army Corp. of Engineers and they are not currently posted. Agreement with the Army Corp. would be required to establish the ability to restrict the use of the piers. The City by lease agreement does have the authority to regulate recreational uses of the pier area that was modified for the construction of the Marina.

Although the Task Force discussed the benefits of restricting swimming from the pier, no regulation is recommended because of enforcement difficulty, the potential conflict with access for surfing, and the jurisdiction issues.

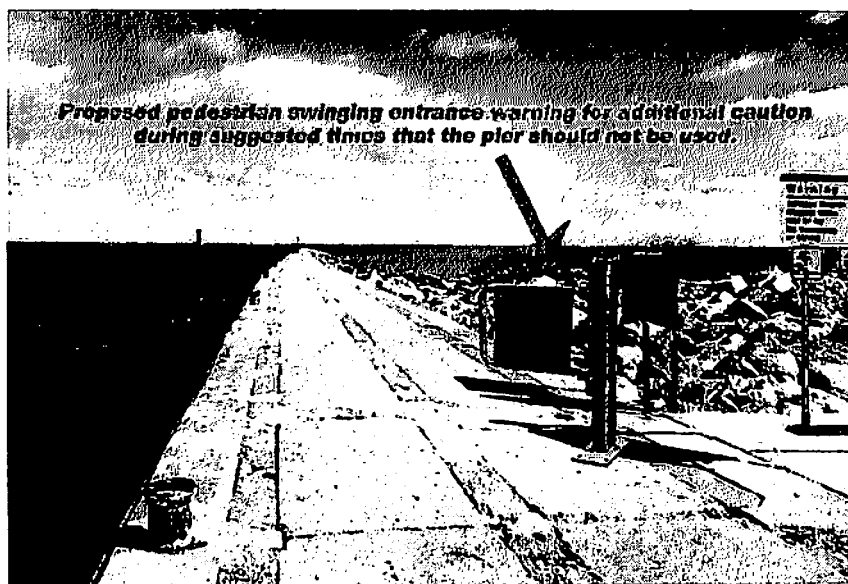
The 2016 Task Group also discussed the posting of "no swimming from piers" signs and agreed with the conclusion of the 2009 report, that enforcement is difficult along with jurisdiction issues.

**CLOSING OF PIERS DISCUSSION:** The 2016 Task Group discussed in great length the closing of the piers. The same issues apply to the pier closings as with the posting of no swimming from piers signs. Whose jurisdiction is it? And can we legally close the piers permanently or as needed? As discussions continued, the committee decided that this is not a matter that can be decided by this Task Group. That due to jurisdiction and legal ramifications it needed to be discussed by City Management.

At the City Management's meeting, they agreed to install swinging entrance warnings at each pier that will have a sign on it that reads "Warning Dangerous Conditions". Also at that meeting the following procedure was created:

1. US Coast Guard will notify Dispatch of the Dangerous Conditions
2. Dispatch will alert the Sheboygan Police Department of the Dangerous Conditions.
3. Sheboygan Police Department will close the swinging entrance warnings and send notice out on Nixle, Nextdoor, Twitter, and Facebook.
4. US Coast Guard will notify Dispatch when the Dangerous Conditions have passed.
5. Dispatch will notify the Sheboygan Police Department of the all clear.
6. Sheboygan Police Department to open swinging entrance warnings and send notice out on Nixle, Nextdoor, Twitter and Facebook.

**2016 Recommendation: Proceed with the procedure and swinging entrance warnings that City Management has agreed to.**



**A final recommendation from the 2016 Task Group is: That the Lakefront Water Safety Task Group continues to meet on a quarterly basis to continue to monitor our lakefront safety and address any issues that may arise.**

VIII

R. C. No.          - 16 - 17. By PUBLIC WORKS. April 17, 2017.

Your Committee to whom was referred Res. No. 242-16-17 By Alderperson Belanger authorizing the Purchasing Agent to enter into contract (s) for the purchase of a replacement sewer televising and inspection truck for the Department of Public Works; recommends the Resolution be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

1111

III

5.8

Res. No. 242 - 16 - 17. By Alderperson Belanger. April 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract(s) for the purchase of a replacement sewer televising & inspection truck for the Department of Public Works.

WHEREAS: The Department of Public Works is dedicated to the maintenance and upkeep of the City's sanitary sewer network and utilizes a system whereby sewer mains are regularly inspected and televised using specialized equipment with the current equipment dating back to 2001 and;

WHEREAS: In an effort to keep pace with newer technology and assure that the physical equipment is kept in good operating condition, the Public Works Department included necessary funding for replacement in its 2017 Capital Improvements Budget for the purchase of a new vehicle, equipment and software. The truck, equipment and software will come from three vendors and together combine to create a cohesive package. The City will be accessing State of WI and State of MN contracts for the purchases thereby alleviating the need for Competitive bidding and:

WHEREAS: The Sewer Televising Truck will be purchased from Badger Ford utilizing the State of WI contract, The televising hardware will be purchased from Aries Equipment in Waukesha through Flexible Pipe Tool Inc. and the software package will be purchased through Envirotech Equipment of Lannon WI using the State of MN contract. Once the new truck is received, the current 2001 Model truck and equipment will be sold at auction.

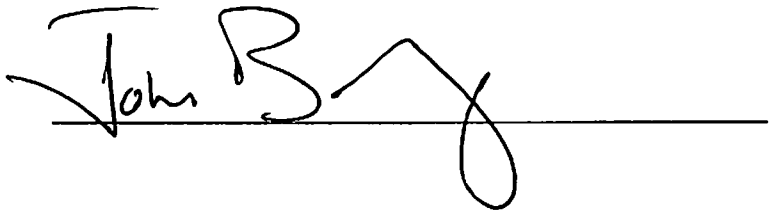
*PW*  
approve.



RESOLVED: That the Purchasing Agent is authorized to enter into contract for the purchase of the following:

2017 Ford 16 foot Box Truck, Badger Ford, Milwaukee \$ 36,724.50  
Aries Ind.Equipment, Flexible Pipe Tool, St Joseph, MN, \$ 151,948.00  
IT Pipes Software Package, Envirotech, Lannon, WI, \$11,200.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on the Waste Water Fund Account #60134110-649200 in the amount of \$ 199,872.50 in payment of same.



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.         - 16 - 17        . By FINANCE. April 17, 2017.

Your Committee to whom was referred Res. No. 243-16-17 by Alderperson Wolf authorizing the submittal of a grant application to the U.S. Department of Agriculture Forest Service, 2017 Great Lakes Restoration Initiative: Enhance Coastal Wetlands program; recommends the Resolution be passed.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IIIIV

III

Other Matters

8.3

Res. No. 243 16 - 17. By Alderperson Wolf. April 5, 2017.

A RESOLUTION authorizing the submittal of a grant application to the U.S Department of Agriculture Forest Service, 2017 Great Lakes Restoration Initiative: Enhance Coastal Wetlands program.

WHEREAS, the City of Sheboygan owns property adjacent to the Pigeon River and has applied for other grant funds to eliminate invasive species;

WHEREAS, this federal grant will provide up to \$100,000 to plant native tree and shrub species in the areas that were treated for invasive species within the Pigeon River watershed on city owned property.

NOW, THEREFORE BE IT RESOLVED: That City of Sheboygan Common Council request funds and assistance from U.S. Forest Service and will comply with the appropriate rules for the program, and Mayor and City Clerk to act on behalf of the City of Sheboygan in signing any documents related to the grant.

*Finance*

*[Signature]*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**GRANT INFORMATION FORM**

Department City Development DATE 4/5/17

Grantor Agency U.S.D.A. Forest Service

Federal  State  Other

Grant Name Enhance Coastal Wetland Filtration

Grant Number \_\_\_\_\_ Grant Amount \$ 100,000 Matching Funds \$ none

Program & Number USDA-FS-2017-GLRI Federal CFDA # 10.664

Matching Funds available in account number No match req'd

Purpose of the Grant

To plant native species of trees in the Pigeon River watershed on city owned property. This will replace trees in areas where invasive species are removed along the banks of the Pigeon River. Work to be done by outside contractor.

Person preparing grant proposal *Chad Pelster* (Signature)

Department Head approving grant proposal *Chad Pelster* (Signature)

Council Document Number approving grant submission \_\_\_\_\_ Please Attach

II

R. O. No.         - 16 - 17. By DIRECTOR OF PLANNING & DEVELOPMENT.  
April 17, 2017.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$120,000 in sponsorship contribution from Festival Foods towards the 2017, 2018, and 2019 City's Independence Day Celebration for the purpose of coordinating and funding the fireworks display.

Festival Foods has assisted in sponsoring the Fireworks for the past six years. Festival Foods has agreed to three-year contribution to coordinate and fund a \$40,000 fireworks show as part of these festivities as follows:

2017: \$40,000  
2018: \$40,000  
2019: \$40,000

City Staff and Visit Sheboygan, Inc. staff are working with Festival Foods on marketing and promotion items as part of this contribution.

On behalf of the City of Sheboygan, Festival Foods continued commitment to many that enjoy the 4<sup>th</sup> of July Fireworks should be applauded.

---

DIR. OF PLANNING & DEV

*peg.*

II



April 5, 2017

Brian Stenzel  
Community Involvement  
Skogen's Festival Foods  
1724 Lawrence Drive  
De Pere, WI 54115

Dear Mr. Stenzel:

Thank you for the opportunity to continue the partnership between the City of Sheboygan and Festival Foods on the sponsorship of the 4<sup>th</sup> of July fireworks. We are grateful that Festival Foods is choosing to continue to support the fireworks and be part of this great celebration.

As in past years, Festival Foods agrees to contract and fund a \$40,000 *value* fireworks show on the 4<sup>th</sup> of July with your respective fireworks company. The total fireworks sponsorship amount is \$120,000; \$40,000 for 2017, \$40,000 for 2018, and \$40,000 for 2019.

In return, under a contract between the Visit Sheboygan, Inc. and the City of Sheboygan, the Visit Sheboygan will provide the following:

- Press release about Festival Foods continued commitment to sponsoring the fireworks.
- Doubled online homepage blitz packages, weekly print Flight Plans and wrap with the Sheboygan Press running for three weeks prior to the event prominently presenting Festival Foods Fireworks.
- Full-page ads, possibly front page, procured in Sheboygan Sun with event schedules and prominent presentation of the event sponsors.
- Digital billboards procured both in Sheboygan and Milwaukee Market to promote the event and event sponsors.
- Full event schedule with prominent sponsor representation placed on the [www.visitsheboygan.com](http://www.visitsheboygan.com) website and front-page banner ads promoting event and sponsors on City's website and [www.visitsheboygancounty.com](http://www.visitsheboygancounty.com) websites.
- Event flyers with sponsor representation created and distributed county-wide as well as being available online. Distribution points included all visitor centers, and many businesses, service and retail establishments county-wide.
- Parade led with a banner presenting the event sponsors as well as premier placement in the parade made available.
- Promotional beach items with sponsor logo and distributed on beachfront during the day.

DEPARTMENT OF  
PLANNING AND  
DEVELOPMENT

828 Center Avenue,  
Suite 104  
Sheboygan, WI 53081

920-459-3377 (Phone)  
920-459-7302 (Fax)



- Reserved space at Deland Park for Festival Foods employee gathering.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for Festival Foods continued commitment to the City and the citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the success of this event, which is anticipated and enjoyed by an estimated 80,000 people per year.


If you are in acceptance, please sign and date in the box below and email back to me at [chad.pelishek@sheboyganwi.gov](mailto:chad.pelishek@sheboyganwi.gov)

Sincerely,



Chad Pelishek  
Director of Planning and Development

Cc: Michael Vandersteen, Mayor  
Visit Sheboygan, Inc.

<b>FESTIVAL FOODS ACCEPTANCE:</b>	
	
Title:	<u>Director of Community Involvement</u>
Date:	<u>4/10/17</u>

II

R. O. No.       - 16 - 17. By DIRECTOR OF PLANNING & DEVELOPMENT.  
April 17, 2017.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$10,000 in parade sponsorship contribution towards the 2017 City of Sheboygan Independence Day Celebration.

The Sheboygan County Chamber of Commerce and Visit Sheboygan, Inc, the City's Tourism Entity is contracted by the City of Sheboygan to manage the Independence Day Celebration and will provide promotional opportunities for the parade utilizing Wisconsin Bank and Trust logo.

On behalf of the City of Sheboygan, Wisconsin Bank and Trust's continued commitment for residents and tourist to enjoy the yearly celebration should be applauded.

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DIR. OF PLANNING & DEV

*pelishek*

II

II

R. O. No.       - 16 - 17. By DIRECTOR OF PLANNING & DEVELOPMENT.  
April 17, 2017.

Submitting a request from Chad Pelishek, Director of Planning & Development, accepting \$39,000 in sponsorship contribution towards the 2017 City's Independence Day Celebration from Johnsonville Sausage, LLC.

Johnsonville Sausage has been a major sponsor to the City's Independence Day celebration for many years and has agreed to provide funding for the 2017 event.

Visit Sheboygan, Inc., the City's Tourism Entity is contracted by the City of Sheboygan to manage the Independence Day Celebration and will provide promotional opportunities for the event utilizing Johnsonville's logo.

The City of Sheboygan appreciates Johnsonville's contribution towards this event that draws approximately 80,000 people to our community and should be commended for their ongoing contribution towards this event.

---

DIR. OF PLANNING & DEV

reg





March 29, 2017

Mr. Phil Zastrow  
Wisconsin Bank and Trust  
604 North 8<sup>th</sup> Street  
Sheboygan, WI 53081

Dear Mr. Zastrow:

Thank you for your continued support regarding Wisconsin Bank and Trust's sponsorship of the City's Independence Day Celebration. We are grateful that Wisconsin Bank and Trust is choosing to continue its longstanding support for this top City of Sheboygan event.

As in the past, Wisconsin Bank and Trust agrees to sponsor the City's 2017 4<sup>th</sup> of July Parade in the amount of \$10,000.00. The City respectfully requests that WI Bank and Trust provide the payment to the City's tourism entity, the Sheboygan County Chamber of Commerce, no later than April 15, 2017. We are hopeful that we can re-visit this sponsorship for the 2018 year and beyond.

The Sheboygan County Chamber of Commerce is contracted with the City of Sheboygan to manage the Independence Day Celebration and will provide promotional opportunities for the event utilizing Wisconsin Bank and Trust's logo as outlined in the attached sponsorship proposal.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for Wisconsin Bank and Trust's continued commitment to the City and to the citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the success of this event, which is anticipated and enjoyed by an estimated 80,000 people 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](mailto:Chad.Pelishek@sheboyganwi.gov)

Sincerely

Chad Pelishek  
Planning & Development Director

**WISCONSIN BANK AND TRUST AGREEMENT:**

JIM LOTTER

Title: Market President

Date Signed: 4/6/2017

II

**UPDATED COPY**

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY CLERK. April 17, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

\_\_\_\_\_  
City Clerk

*Law & Lic.  
new Council.*

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennan's	1101 Michigan Ave.- two-day event to be held 5/6/17 to 5/7/17 to include current premise and the west & south parking lots for car show.
3150	Craft 30	1015 S. 10 <sup>th</sup> St. - six-day event to be held 6/30/17 to 7/5/17 to include current premise and the SW corner between alley and Patio for tent, volleyball court & bag toss.

"CLASS B" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3250	Jakes Roundabout Steakhouse	4604 S. Business Dr.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3252	Fantoli Massage & Wellness	4027 S. Business Dr.

SIDEWALK CAFÉ LICENSE (April 14, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.
3150	Craft 30	1015 S. 10 <sup>th</sup> St.
2427	Urbane	1231 N. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1540	Amador, Chris J.	1222D Parkwood Blvd.
1538	Fuller, Mark J.	5524 Meggers Rd.
1516	Kaat, Stephen K.	130 Broadway Ave., #1, Sheb. Falls
9862	Kunstman, Ashley M.	1413 Jefferson Ave.
1475	Levy, Vanessa L.	905A Swift Ave.
1457	Lozano, Cristian A.	364 Forest Blvd., Sheb. Falls
1504	Magar, Sahabahadur G.	2632 Georgia Ave., #22
1488	Meanor, Dakota J.	332 Adams St., Sheb. Falls
1455	Moore, Brett R.	643 E. Scott St., Fond du Lac
1492	Podewils, Koke Mailo	2423 N. 23 <sup>rd</sup> St.
1499	Rosenthal, Mary K.	2S357 Park Blvd., Glen Ellyn, Il
5620	Titel, Shawn P.	2223 Saemann Ave.
1529	Vujasinovic, Jovana	2118 Meadowland Dr., #103
9763	Wenzel, John E.	3515 N. 10 <sup>th</sup> St., #632

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8863	Castillo, Ivan V.	1415 S. 17 <sup>th</sup> St.
1520	Rodriguez, Gloria Alma	1032 Georgia Ave.
1518	Stanisch, Fredrick M.	158 Tower Court, Kohler



II

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY PLAN COMMISSION. April 17, 2017.

Your Commission to whom reviewed and discussed the attached resolution at the regular meeting of the City Plan Commission, April 11, 2017, and after due consideration recommends the attached resolution be referred to the Finance Committee of the new Common Council.

*Finance  
of new Council.*

\_\_\_\_\_  
Director of Planning and Development

III

III

Res. No.         - 16 - 17. By Alderperson Belanger. April 17, 2017.

A RESOLUTION approving an amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 13 (the "District") was created on October 18, 2005; and

WHEREAS, on April 11, 2017, the City of Sheboygan Plan Commission met and held a public hearing on:

- (i) The proposed amendment of a tax incremental district to provide development incentives to The Founder's Club, LLC.
- (ii) To allow for the District to share surplus increments with Tax Incremental District 16 under the provisions of Section 66.1105, Wisconsin Statutes; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afforded interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and

*Finance of  
new Council*

WHEREAS, such amended Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, outside of the District;
- b) An economic feasibility study;
- c) A detailed list of estimated project costs;
- d) A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e) A map showing existing boundaries of the district that were originally approved in the October 18, 2005 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- i) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f)., Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. The boundaries of the "Tax Incremental District 13, City of Sheboygan".
2. That this Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.
3. The Amended Project Plan for "Tax Incremental District 13, City of Sheboygan" (attached) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), Wisconsin Statutes.

---

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

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

Submitting a communication from Bradley Curler requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1101 Swift Ave.

*PP+5 of  
the new Council*

\_\_\_\_\_

City Clerk

Date: 3-27-17

My name is: Bradley Custer

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1101 Swift Avenue Sheboygan WI

Signature: Bradley Custer

Phone Number: 920-377-1135

**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.**

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderman Hou-Seye. April 17, 2017.

A RESOLUTION from the Common Council of the City of Sheboygan creating an escrow of \$500,000 for the purpose of granting a property developer who purchases the Historic Sheboygan Armory, the funds, up to \$500,000, that are necessary to raze the building. If a property developer buys the Historic Sheboygan Armory for the purpose of restoring the building, then with Common Council approval, the City of Sheboygan may contribute to the restoration of the building at a maximum rate of 15% of the cost of the project, with the total amount not to exceed the \$500,000 in escrow.

\_\_\_\_\_

*Meg*

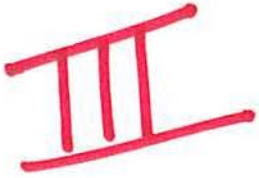
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III



Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. April 17, 2017.

A RESOLUTION AWARDING THE SALE OF \$5,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A.

WHEREAS, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution on April 5, 2017 (the "Set Sale Resolution"), authorizing the issuance of general obligation promissory notes for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2017 Capital Improvement Plan, including the acquisition of motor vehicles, fire engines, and other equipment, building repairs and renovations, and bridge and street improvements (the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WFPF") to take the steps necessary to sell general obligation promissory notes designated "General Obligation Promissory Notes, Series 2017A" (the "Notes") to pay the cost of the Project;

WHEREAS, WFPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on May 1, 2017;

WHEREAS, the City Clerk (in consultation with WFPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on May 1, 2017;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

*Finance  
of the new  
Council.*

III

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale of the City and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION DOLLARS (\$5,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2017A"; shall be issued in the aggregate principal amount of \$5,000,000; shall be dated May 15, 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2026 and thereafter shall be subject to redemption prior to maturity, at

the option of the City, on April 1, 2025 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2017 through 2026 for payments due in the years 2018 through 2027 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$5,000,000 General Obligation Promissory Notes, Series 2017A, dated May 15, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money

remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund.

The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City

certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").



Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary

Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided 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 \_\_\_\_\_, 2017.

Dated May \_\_\_\_\_, 2017. \_\_\_\_\_, City Clerk

Approved May \_\_\_\_\_, 2017. \_\_\_\_\_, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)



[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____

For the Term Bonds Maturing on April 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]
_____	_____

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
NO. R- \_\_\_\_\_ CITY OF SHEBOYGAN \$ \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2017A

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:  
ISSUE:

April 1, \_\_\_\_\_ May 15, 2017 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for

that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2017 Capital Improvement Plan, including the acquisition of motor vehicles, fire engines, and other equipment, building repairs and renovations, and bridge and street improvements, as authorized by resolutions adopted on April 5, 2017 and May 1, 2017. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on April 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The

Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Notes to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and

interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Susan Richards  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

(Name and Address of Assignee)

---

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

---

(e.g. Bank, Trust Company  
or Securities Firm)

---

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

---

(Authorized Officer)

**VII**

R. C. No.         - 16 - 17        . By LAW AND LICENSING. April 17, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 261-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends sending this to Council with no recommendation:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1398	Krajniak, Squire G.	1332 N. 15 <sup>th</sup> St.

*peg*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV



**VI**

R. C. No.          - 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.

*Finance 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

4.8

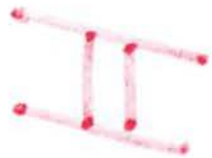
R. O. No. 13 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a Notice of Injury & Circumstances of Claim to City of Sheboygan, Sheboygan Area School District and Randie Barrows.

*Inance*

---

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 6<sup>th</sup> 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 15<sup>th</sup> Street, Sheboygan, WI 53081, was involved in a motor vehicle collision on North 14<sup>th</sup> 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 14<sup>th</sup> 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.

Duty 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 R. Smith Title Deputy  
Sheboygan County Sheriff's Department

**VI**

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

Your Committee to whom was referred R.O. No. 93-16-17 by City Clerk submitting a claim 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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.

*Inance*

---

City Clerk

COPY

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Douglas L. Leppanen  
2638 N. 20<sup>th</sup> 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.

City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

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

ABC Corporation

John Doe

Defendants.

CLEK CIRCUI COURT  
FILED  
2016 AUG - 3 P 1:29  
SHEBOYGAN COUNTY  
WISCONSIN

SUMMONS

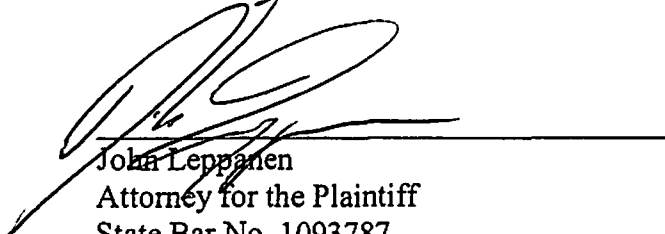
To the Defendants:

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. 6<sup>th</sup> St., Sheboygan, WI 53081, and to Plaintiff's attorney, John Leppanen 633 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

Douglas L. Leppanen  
2638 N. 20<sup>th</sup> 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. 20<sup>th</sup> 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 14<sup>th</sup> 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 responsibility of Defendant City of Sheboygan to provide.
15. As Plaintiff rode under the 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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

*Scuffed by LL*  
*LL*  
*LL*  
*LL*  
*LL*  
*LL*  
*LL*

VI

R. C. No. \_\_\_\_\_ - 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

*Inance*

---

City Clerk

Claim# 16-14

NOV 14 '16 PM 2:52

NOTICE OF INJURY  
AND  
NOTICE OF CLAIM FOR DAMAGES  
OF KURT KLESSIG

Process Server *Pabyl*  
Time 2:15 A.M. - 11/14/16  
Served Upon Mike Vandersteen  
828 Center Avenue, Suite 301, Sheboygan  
 Personal  Substitute  
 Posted  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. 13<sup>th</sup> 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 14<sup>th</sup> 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~~, 2016

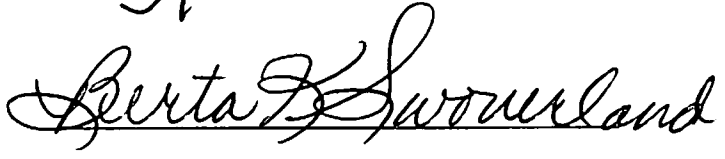
*November*  
  
Notary Public, State of Wisconsin  
My Commission expires: 10/29/19  
Deborah L. Ciszewski

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.

  
\_\_\_\_\_

Subscribed and sworn to before me  
this 31<sup>st</sup> day of August, 2016

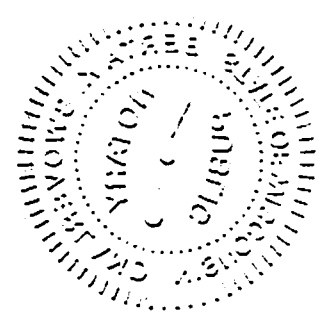
  
\_\_\_\_\_

Notary Public, State of Wisconsin  
My Commission Expires: 11/13/2016

2016  
SEP 07

*[Faint handwritten signature]*

*[Faint handwritten initials]*



SEP 07 2016

**VI**

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

Your Committee to whom was referred R.O. No. 162-16-17 by City Clerk submitting 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

*Inance*

Claim # 17-16

NOV 14 '16 PM 2:52

NOTICE OF INJURY  
AND  
NOTICE OF CLAIM FOR DAMAGES  
OF MARY HEITZMANN

Process Server *P. Adolph*  
Time *2:15* A.M. P.M. Date *11/14/16*  
Served Upon *Mike Vandersteen*  
*828 Center Avenue Suite 101 Sheboygan*  
 Personal  Substitute  
 Posted  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 14<sup>th</sup> 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~~, 2016

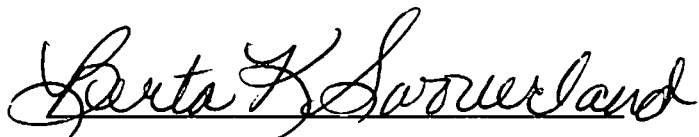
*November*  
  
Notary Public, State of Wisconsin  
My Commission expires: 10/29/19  
Deborah L. Ciszewski

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

Subscribed and sworn to before me  
this 31 day of August, 2016

  
\_\_\_\_\_

Notary Public, State of Wisconsin  
My Commission Expires: 11/13/2016

**VI**

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

Your Committee to whom was referred R.O. No. 198-16-17 by City Clerk submitting a claim from Samuel Q. Rodriguez for alleged damages to his truck while parked when a snow plow rear-ended into side and back on left side of truck; recommends referring to Finance of the new council.

*Finance 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. 198- 16 - 17. By CITY CLERK. January 16, 2017.

Submitting a claim from Samuel Q. Rodriguez for alleged damages to his truck while parked when a snow plow rear-ended into side and back on left side of truck.

*Samuel*

---

City Clerk



DATE RECEIVED 1/9/17

RECEIVED BY MD

CLAIM NO. 25-16  
FORM 12 (12/2012)

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: ~~Nadia Oregon Toledo~~ Samuel Q. Rodriguez
2. Home address of Claimant: 1011 Swift Ave.
3. Home phone number: 920-339-8036
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 12/23/2016, 10:42 A.M

6. Where did damage or injury occur? (give full description) Rear ended into side and back light on left side of truck.

7. How did damage or injury occur? (give full description) Inattentive - driving while going straight.

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: Travis John Hill

(b) Claimant's statement of the basis of such liability: was going straight while inattentively driving.

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: \_\_\_\_\_



DATE RECEIVED 1-11-17

RECEIVED BY MD

CLAIM NO. 25-16

CLAIM

Claimant's Name: Samuel Q. Rodriguez

Auto \$ 1,655.96

Claimant's Address: 1011 Swift Ave.  
Sheboygan Wi.

Property \$ \_\_\_\_\_

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920-629-3231

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 1,655.96

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1,655.96.

SIGNED Samuel R.

DATE: 1/9/17

ADDRESS: 1011 Swift Ave.

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

POLICE # C16-24364

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0W43V8		Document Override Number	
Agency Accident Number				Police Number C16-24364					
4 - Accident Date 12/23/2016		5 - Time of Accident (Military Time) 2242		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59			3 - Municipality SHEBOYGAN - 61, City			11 - Accident Location Non-Intersection			
14 - On Hwy No.		14 - On Street Name SWIFT AVE			14 - Bus/Fmt/Rrmp		15 - Est. Distance 117 Ft		15 - Hwy. Dir WEST
16 - Fr/At Hwy No.		16 - From/At Street Name S 10TH ST			16 - Business/Frontage/Ramp				
17 - Structure Type House #		17 - Structure Number 1007		12 - Latitude 43.733714786843			13 - Longitude -87.71672497992		
80 - First Harmful Event Parked Motor Vehicle				93 - Manner of Collision Sideswipe. Same Direction					
112 - Access Control No Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Blacktop, Bituminous, or Asphalt - 2			
115 - Traffic Way Not-Physically-Divided-(2-Way Traffic)									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Not-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Snow			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Parked Motor Vehicle			23 - Dir Of Travel EAST		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements			35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number H4008109110108			30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident Winter-Hwy-Maintenance			
25 - Operator/Pedestrian Last Name HILL				25 - First Name TRAVIS		25 - Middle Initial JOHN		25 - Suffix
32 - Date Of Birth 03/21/1991		33 - Sex Male						

26 - Address Street & Number 1414 CARMEN AVE						26 - PO Box			
27 - City SHEBOYGAN				27 - State WI	27 - Zip Code 53081		28 - Telephone Number (920) 918-3719 Ext.		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)					40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used				
38 - Injury Severity N - No Apparent Injury			41 - Airbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated Not-Trapped		92 - Pedestrian Location			92 - Pedestrian Action				
119 - What Driver Was Doing GOING STRAIGHT				120 - Traffic Control No-Control			62 - No. of Citations Issued 0		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors Inattentive-Driving									
88 - Driver or Pedestrian Cond Appeared Normal				89 - Substance Presence Neither-Alcohol-Nor-Drugs-Present					
90 - Alcohol Test Test Not Given				90 - Alcohol Content			91 - Drug Test Test Not Given		
91 - Drugs Reported									

OPERATOR/PEDESTRIAN 01

124 - Highway Factors Snow,-Ice,-or-Wet
--

**Vehicle**

<b>VEHICLE 01</b>	21 - Unit Type Truck		Vehicle Type Snow-Plow			22 - Total Occupants 1	
	56 - License Plate Number 85445		57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1HTWDAZR69J167656	
	50 - Year 2009	51 - Make INTL	52 - Model	53 - Body Style CB - CAB CHASSIS	54 - Color BLU	100 - Skidmarks to Impact (Ft)	
	94 - Vehicle Damage Other						
	95 - Extent Of Damage Very-Minor		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		

**Vehicle Owner**

<b>VEH OWNER 01</b>	45 <input type="checkbox"/> 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 828 CENTER AVE # 205			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 459-3333 Ext.	

**Insurance**

<b>INS 01</b>	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company CITY OF SHEBOYGAN				

**School Bus**

<b>BUS 01</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Operator/Pedestrian**

<b>02</b>	Unit Status L - Legally Parked		81 - Most Harmful Event: Collision With Motor Vehicle In Transport		23 - Dir Of Travel	24 - Speed Limit 25	
	36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle		
	29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident		
	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	
	27 - City			27 - State	27 - Zip Code	28 - Telephone Number	

<b>OPERATOR/PEDESTRIAN</b>	39 - Seat Position			40 - Safety Equipment <b>Not-Applicable-Nonmotorist</b>		
	38 - Injury Severity		41 - Airbag <b>Not applicable</b>		42 - Ejected <b>Not-Applicable</b>	
					44 <input type="checkbox"/> <b>Medical Transport</b>	
	43 - Trapped/Extricated <b>Not-Applicable</b>		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing <b>LEGALLY PARKED</b>			120 - Traffic Control <b>No-Control</b>		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 <b>Not-Applicable</b>					
	88 - Driver or Pedestrian Cond			89 - Substance Presence		
	90 - Alcohol Test		90 - Alcohol Content		91 - Drug Test	
	91 - Drugs Reported					
124 - Highway Factors <b>Snow,-ice,-or-Wet</b>						

**Vehicle**

<b>VEHICLE 02</b>	21 - Unit Type <b>Automobile</b>			Vehicle Type <b>Passenger-Car</b>			22 - Total Occupants <b>0</b>
	56 - License Plate Number <b>733YSH</b>		57 - Plate Type <b>AUT</b>	58 - State <b>WI</b>	59 - Exp Year <b>2017</b>	55 - Vehicle Identification Number <b>1GKFK16367J184164</b>	
	50 - Year <b>2007</b>	51 - Make <b>GMC</b>	52 - Model <b>YUKON XL</b>		53 - Body Style <b>UT - SPORT UTILITY</b>	54 - Color <b>BLU</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>Rear Driver Side</b>						
	95 - Extent Of Damage <b>Minor</b>		96 <input type="checkbox"/> <b>Vehicle Towed Due To Damage</b>		97 - Vehicle Removed By		
	123 - Vehicle Factors <b>Not-Applicable</b>						

**Vehicle Owner**

<b>VEH OWNER 02</b>	45 <input type="checkbox"/> <b>Vehicle Owner Same As Operator</b>					
	46 - Vehicle Owner Last Name <b>RODRIGUEZ QUINTANA</b>		46 - First Name <b>SAMUEL</b>		46 - Middle Initial	46 - Suffix
	46 - Company Name					
	47 - Address Street & Number <b>1011 SWIFT AVE</b>				47 - PO Box	
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>		49 - Telephone Number <b>(920) 334-8036 Ext.</b>

**Insurance**

<b>02</b>	63 - Liability Insurance Company <b>NOT-REQUIRED</b>			60 <input type="checkbox"/> <b>Policy Holder Same As Owner</b>		
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company					

<b>INS</b>	
------------	--

**School Bus**

<b>BUS 02</b>	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Trailer**

<b>TRL 01</b>	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	<p>105 - Photos By</p> <p style="text-align: center;"><b>"NOT DRAWN TO SCALE"</b></p>
------------------------------	---

UNIT #2 WAS LEGALLY PARKED ON SWIFT AVE IN FRONT OF 1007 SWIFT AVE. UNIT #2 WAS PARKED ON THE SOUTH SIDE OF SWIFT AVE FACING EASTBOUND. UNIT #1 WAS PLOWING SNOW AFTER A SNOW STORM. UNIT #1 WAS TRAVELING EASTBOUND ON SWIFT AVE IN FRONT OF 1007 SWIFT AVE. AS UNIT #1 WAS PLOWING SNOW UNIT #1'S SIDE PLOW WING STRUCK THE REAR-DRIVER'S SIDE OF UNIT #2. UNIT #2 REMAINED IN ITS PARKED POSITION AFTER THE CRASH. UNIT #1 STOPPED ON SWIFT AVE AFTER THE CRASH.

**Officer Information**

125 - Officer Last Name <b>DEUTSCH</b>	125 - First Name <b>ISRAEL</b>	125 - Middle Initial <b>M</b>	31 - Officer ID <b>C4451</b>
129 - Law Enforcement Agency No. <b>5981</b>	130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>		
126 - Law Enforcement Agency Address Street & Number <b>1315 N 23RD ST</b>			

**Wisconsin Motor Vehicle**      **P0W43V8**  
**Accident Report**    MV4000e 01/2005

PK2012

**OFFICER INFORMATION**

<b>127 - City</b> SHEBOYGAN	<b>127 - State</b> WI	<b>127 - Zip Code</b> 53081	<b>128 - Telephone Number</b> (920) 459-3333 Ext.
<b>132 - Date Notified</b> 12/23/2016	<b>133 - Time Notified (Military Time)</b> 2243	<b>134 - Time Arrived (Military Time)</b> 2251	<b>135 - Date Of Report</b> 12/23/2016
	<b>C16-24364</b>	<b>18 - Special Study</b>	
<b>18 - Agency Space</b> SQUAD 9/ VIDEO NO/ ID'D WI PC DL			



Human R.

Vicky  
2nd floor

SHEBOYGAN COLLISION CENTER  
 CHEVROLET - BUICK - GMC - CADILLIAC 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 \*\*\*

01/03/2017 04:46 PM

Owner

Owner: SAMUEL RODRIGUEZ  
 Address: 1011 SWIFT AVENUE  
 City State Zip: Sheboygan, WI 53081  
 Work/Day:  
 Home/Evening: (920)629-3231  
 FAX:

Inspection

Inspection Date: 01/03/2017 04:45 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 Rear Side  
 Driveable: Yes  
 Appraiser Name: Cliff Netzer  
 Address: 3400 South Business Drive  
 City State Zip: Sheboygan, WI 53081  
 Inspection Type:  
 Contact:  
 Work/Day: (920)459-6855x  
 Work/Day: (888)459-6855x  
 FAX: (920)459-6286x  
 Secondary Impact:  
 Rental Assisted:  
 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  
 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: 6

Vehicle

OEM Part Price Quote ID: \*\*\*\*

2007 GMC Yukon XL K1500 SLT2 4 DR Wagon  
 8cyl Gasoline 5.3 FLEX  
 4 Speed Automatic

Lic.Plate: 733YSH  
 Lic Expire:  
 Prod Date: 06/2006  
 Veh Insp# :  
 Condition:  
 Ext. Color: BLUE  
 Ext. Refinish: Two-Stage  
 Ext. Paint Code:

Lic State: WI  
 VIN: 1GKFK16367J184154  
 Mileage: 127,433  
 Mileage Type: Actual  
 Code: U7362A  
 Int. Color: Light Titanium w/Ultrasoft Leather  
 App  
 Int. Refinish: Two-Stage  
 Int. Trim Code: 833

**Options - AudaVIN Information Received**

4-Wheel Drive	AM/FM In-dash CD Changer	Alarm System
Anti-Lock Brakes	Auto Locking Hubs (4WD)	<b>Automatic Dimming Mirror</b>
<b>Bose Sound System</b>	<b>Bucket Seats</b>	<b>Captain Chairs (4)</b>
<b>Center Console</b>	Chrome Bumper(s)	<b>Cruise Control</b>
<b>Dual Air Conditioning</b>	Dual Airbags	<b>Dual Power Seats</b>
<b>Dual Zone Auto A/C</b>	<b>Electronic Transfer Case</b>	Flip-Up Liftgate Window
<b>Fog Lights</b>	<b>Garage Door Opener</b>	<b>Heated Frnt &amp; Rear Seats</b>
Heated Front Seats	<b>Heated Power Mirrors</b>	<b>Heated W/S Wiper Washers</b>
Intermittent Wipers	Keyless Entry System	<b>Leather Seats</b>
<b>Leather Steering Wheel</b>	Lighted Entry System	<b>Limited Slip Differential</b>
<b>OnStar System</b>	<b>Overhead Console</b>	<b>Parking Assist System</b>
<b>Polished Alloy Wheels</b>	<b>Power Adjustable Pedals</b>	Power Brakes
<b>Power Door Locks</b>	<b>Power Liftgate</b>	<b>Power Moonroof</b>
Power Steering	<b>Power Windows</b>	<b>Privacy Glass</b>
<b>Rain-Sensing W/S Wipers</b>	<b>Rear Entertainment System</b>	<b>Rear Heater</b>
<b>Rear Seat Audio Controls</b>	<b>Rear Window Defroster</b>	<b>Rear Window Wiper/Washer</b>
<b>Remote Starter</b>	<b>Roof Rack Cross Bars</b>	<b>Roof/Luggage Rack</b>
Running Boards	<b>Secnd Row Captain Chairs</b>	Stability Cntrl Suspensn
<b>Strg Wheel Radio Control</b>	Tachometer	Theft Deterrent System
<b>Third Seat (trucks)</b>	Tilt Steering Wheel	Tinted Glass
Traction Control System	<b>Trailer Hitch</b>	<b>XM Satellite Radio</b>

AudaVIN options are listed in bold-italic fonts

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Quarter And Rocker Panel</b>										
1	I	389		Panel,Quarter LT	Repair				9.0*	SM
2	L	389	13	Panel,Quarter LT	Refinish				4.0	RF
					2.8 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
3	E	397		Door,Fuel Filler LT	15940677 GM Part	\$122.17			0.3	SM
4	L	397		Door,Fuel Filler LT	Refinish				0.4	RF
					0.3 Surface					
					0.1 Two-stage					
5	E	225		Nameplate,Qtr Panel LT	15825695 GM Part	\$34.45			0.2	SM
6	E	170		Label,Quarter Panel LT	15070512 GM Part	\$20.82			0.1	SM
7	RI	395		Qtr Glass R & I LT	R & I Assembly				2.5	SM
8	EC	481		Sealant Kit,Qtr Glass LT	Replace Economy	\$15.00*			INC	SM
<b>Rear Bumper</b>										
9	RI	570		Rear Bumper Cover R&I	R & I Assembly				1.6	SM
<b>Rear Body, Lamps And Floor Pan</b>										
10	E	533	46	Taillamp Assembly LT	25975975 GM Part	\$128.58			INC	SM
<b>Manual Entries</b>										
11	L			Cover Car Exterior	Refinish	\$5.00*				SM
12	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
13	L			Corrosion.Protection	Refinish	\$10.00*			0.2*	SM
13	Items									

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

46

PRINTABLE ALTERNATE PARTS COMPARE

**Estimate Total & Entries**

<b>Gross Parts</b>		\$306.02	
<b>Other Parts</b>		\$30.00	
<b>Paint &amp; Materials</b>	4.4 Hours @ \$38.00	\$167.20	
<b>Parts &amp; Material Total</b>			\$503.22
<b>Tax on Parts &amp; Material</b>	@ 5.500%		\$27.68

<b>Labor</b>	<b>Rate</b>	<b>Replace Hrs</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>		
<b>Sheet Metal (SM)</b>	\$58.00	4.9	9.0	13.9	\$806.20	
<b>Mech/Elec (ME)</b>	\$105.00					
<b>Frame (FR)</b>	\$67.00					
<b>Refinish (RF)</b>	\$58.00	4.4		4.4	\$255.20	
<b>Labor Total</b>				18.3 Hours		\$1,061.40
<b>Tax on Labor</b>		@ 5.500%			\$58.38	
<b>Sublet Repairs</b>					\$5.00	
<b>Tax on Sublet</b>		@ 5.500%			\$0.28	
<b>Gross Total</b>						\$1,655.96
<b>Net Total</b>						\$1,655.96

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default  
 OEM Part Prices DT 01/03/2017 04:46 PM EstimateID 245679789476683776 QuoteID \*\*\*\*  
 Recycled Parts NOT REQUESTED  
 Rate Name Default

Audatex Estimating 8.0.035 ES 01/03/2017 04:49 PM REL 8.0.035 DT 12/01/2016 DB 12/15/2016  
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1.3 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/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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**VI**

R. C. No.           - 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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.

*Inance*

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City Clerk

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

---

KURT R. KLESSIG  
1731 S. 13<sup>th</sup> 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 13<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 severally, 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 14<sup>th</sup> Amendment of the Constitution of the United States, entitling each Plaintiff to

judgment against each Defendant, jointly and severally, 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 6<sup>th</sup> day of January, 2017.

ROBERT L. ELLIOTT  
Attorney for Plaintiffs

/s/ ROBERT L. ELLIOTT  
SEN: 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 (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 Kllessig, 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.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Anthony Hamilton
City of Sheboygan Police Department
828 Center Avenue
Sheboygan, WI 53081

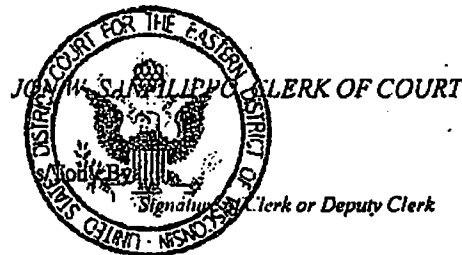
A lawsuit has been filed against you.

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.

Date: 01/10/2017



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.

Anthony Hamilton, et al.

Defendant(s)

Civil Action No. 17-CV-31

SUMMONS IN A CIVIL ACTION

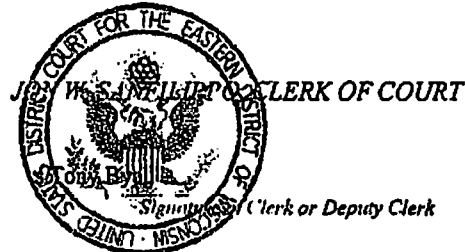
To: (Defendant's name and address) Brandon Kehoe, City of Sheboygan Police Department, 828 Center Avenue, Sheboygan, WI 53081

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.



Date: 01/10/2017

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 (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.          - 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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

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City Clerk

10



10

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

CASE NO. 17CV0017  
FORECLOSURE CASE CODE - 30404

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

Plaintiff,

vs.

SUMMONS

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

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

2017 JUN 11 P 3:50  
CLERK CIRCUIT COURT  
SHEBOYGAN

Defendants.

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](mailto: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

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

CASE NO 17CV0017  
FORECLOSURE CASE CODE - 30404

Plaintiff,

vs.

COMPLAINT

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.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

CLERK CIRCUIT COURT  
FILED  
2017 JUN 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.

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
<b>TOTAL</b>	<b>\$12,671.96</b>

**\*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](mailto: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





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 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.

**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  
Northwest Bank Wisconsin, N.A.  
NORTHWEST MORTGAGE, INC.  
BY *[Signature]*  
\_\_\_\_\_  
NORTHWEST MORTGAGE, INC.

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   
Assistant Secretary

1425464

WICH-3050-C-1

Vol 1388 PAGE 532

32  
INT -4  
RR:33

RECORDED  
SHEBOYGAN COUNTY, WI

Value of Note Registrar  
In Vol. 1388 pt  
Rec'd on page 532/9

001E0019	0006	JR	\$18.1
001E0019	0006	LRB	\$2.1
001E0019	0006	CD LRM	\$4.1

[Space Above This Line For Recording Data]

# MORTGAGE

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

The mortgagor is

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

which is organized and existing under the laws of THE STATE OF MINNESOTA  
address is , P.O. BOX 5137, DES MOINES, IA 503065137

, and whose

("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  
Wisconsin 53081

[Street, City].

[Zip Code]

("Property Address"):

WISCONSIN-Single Family-FNMA/PHLMC UNIFORM INSTRUMENT

6R(WI) (31051.01

Form 3050 9/90

Amended 6/91

VMP MORTGAGE FORMS - (313)203-0100 - (800)521-7231

Page 1 of 6

1/1/2001



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

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

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

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

1. **Payment of Principal 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 condempnor 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)]

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

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

STATE OF WISCONSIN, SHEBOYGAN

County ss:

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

(date)

by Janice M. Scheibl

My Commission Expires: 1-17-99

(person acknowledging)

Jane M. Osypowski  
Notary Public, State of Wisconsin

This instrument was prepared by

NORWEST MORTGAGE, INC. 118 S. STATE STREET, .

(Seal)

APPLETON, WI 549120000

Jane M. Osypowski

**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.

*JA*

**(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; or (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. Scheibel* (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



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.



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

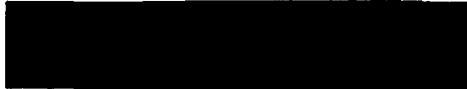
-Borrower

-Borrower

Wells Fargo Bank, N.A.

By: Hannah Spektor 3/5/13

Its: **Hannah Spektor**  
— Vice President Loan Documentation



# 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.

js (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

Jamie M. Scheibl  
JAMIE M SCHEIBL -Borrower

-Borrower

-Borrower

-Borrower

Wells Fargo Bank, N.A.

By: Hannah Spektor 3/5/13

Its: Hannah Spektor  
Vice President Loan Documentation







# 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

Wells Fargo Home Mortgage is a division of Wells Fargo Bank N.A. ©2011 Wells Fargo Bank, N.A. All rights reserved. NMLSR ID 399801 8/11



**VI**

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

Your Committee to whom was referred R.O. No. 209-16-17 by City Clerk submitting a communication from State Farm Claims on behalf of their insured Angela Allensworth regarding an alleged loss that happened at Taylor Dr. and Washington Ave.; recommends referring to Finance of the new council.

*Finance 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

III

3.1

R. O. No. 209 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a communication from State Farm Claims on behalf of their insured Angela Allensworth regarding an alleged loss that happened at Taylor Dr. and Washington Ave.

*Finance*

---

City Clerk

III

Claim # 27-16

Providing Insurance and Financial Services  
Home Office, Bloomington, IL



January 16, 2017



City Of Sheboygan  
828 Center Ave  
Sheboygan WI 53081-4442

State Farm Claims  
PO Box 106171  
Atlanta GA 30348-6171

RE: Claim Number: 49-0480-5S3  
Insured: Angela Allensworth  
Date of Loss: December 23, 2016  
Amount of Claim: Pending  
Location of Loss: Taylor Dr & Washington  
Sheboygan, WI

To Whom It May Concern:

We are writing to you regarding a loss sustained by our insured.

Our investigation indicates you are responsible for this loss which was caused by your employee. By virtue of our payment to our insured, we are entitled to recovery from the responsible party.

If you have liability insurance, please refer this letter to your insurance company and provide us with your insurance information. We are enclosing a form for you to complete with your insurance information.

If you do not have insurance, please contact us to discuss arrangements for paying this claim.

Your cooperation is appreciated.

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.

49-0480-5S3  
Page 2  
January 16, 2017

Sincerely,

Rob Crockett  
Claim Specialist  
(844) 292-8615 Ext. 349  
Fax: (855) 820-6318

State Farm Mutual Automobile Insurance Company

Enclosure: Form  
Return Envelope

Claim Number: 49-0480-5S3  
Insured: Angela Allensworth

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

**Name of your insurance company:** \_\_\_\_\_  
\_\_\_\_\_

**Address of your insurance company:** \_\_\_\_\_  
\_\_\_\_\_

**Phone number for your insurance company:** (    ) \_\_\_\_\_

**Your policy number:** \_\_\_\_\_

**Your agent's name and phone number:** \_\_\_\_\_  
\_\_\_\_\_

**Have you reported this loss to your insurance company?** \_\_\_\_\_ Yes \_\_\_\_\_ No

**If yes, what claim number has your insurance company assigned to this loss?**  
\_\_\_\_\_

**Thank you for your cooperation.**

March 10, 2017

City Of Sheboygan-Clerk's Office  
828 Center Ave Ste 100  
Sheboygan WI 53081-4442

Sub Auto Litigation Office  
PO Box 106172  
Atlanta GA 30348-6172

**Certified Mail - Return Receipt Requested**

RE: Claim Number: 49-0480-5S3  
Our Insured: Dan Allensworth  
Date of Loss: December 23, 2016  
Your Insured: City Of Sheboygan-Clerk's Office  
Your Insured Driver: Mark Wilhelm  
Loss Location: Taylor Dr & Washington, Sheboygan, WI

To Whom It May Concern:

Facts of Loss:

Your vehicle made an improper right turn in front of our insureds vehicle.

It is our understanding that you are self insured. Our investigation indicates you are 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	\$18980.54
501 - Rental/Loss of Use	\$0
600-050 - Med Pay/PIP	\$0
Other	\$0
Salvage Recovery	\$0
Amount State Farm Paid	\$18,980.54
Insured Deductible	\$500.00
Total Claim Amount	\$19,480.54

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 \$19,480.54.



49-0480-5S3  
Page 2  
March 10, 2017

Please remit payment of this claim and include our claim number on the payment. 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. Thank you for your cooperation.

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

PS: 7016 1970 0000 4340 0949

DATE RECEIVED 3-13-17RECEIVED BY WJCLAIM NO. 27-16

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

**TO CITY OF SHEBOYGAN**

1. Name of Claimant: State Farm Ins. also Dan Allinsworth
2. Home address of Claimant: PO Box 106172 Atlanta GA 30348
3. Home phone number: 615-692-6941
4. Business address and phone number of Claimant: Same as above
5. When did damage or injury occur? (date, time of day) 12/23/16; Friday; 7:00 PM
6. Where did damage or injury occur? (give full description) Taylor Dr. & Washington
7. How did damage or injury occur? (give full description) your vehicle made an improper turn in front of our insureds 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: Mark Wilhelm
  - (b) Claimant's statement of the basis of such liability: failure to make proper turn
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: none of the above since plus
  - (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").

2015 Cadillac SRX; front end "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:	\$	<u>19480.54</u>
Property:	\$	<u>—</u>
Personal injury:	\$	<u>—</u>
Other: (Specify below)	\$	<u>—</u>
TOTAL		<u>19480.54</u>

Damaged vehicle (if applicable)

Make: Cadillac Model: SRX Year: 2015 Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: N/A

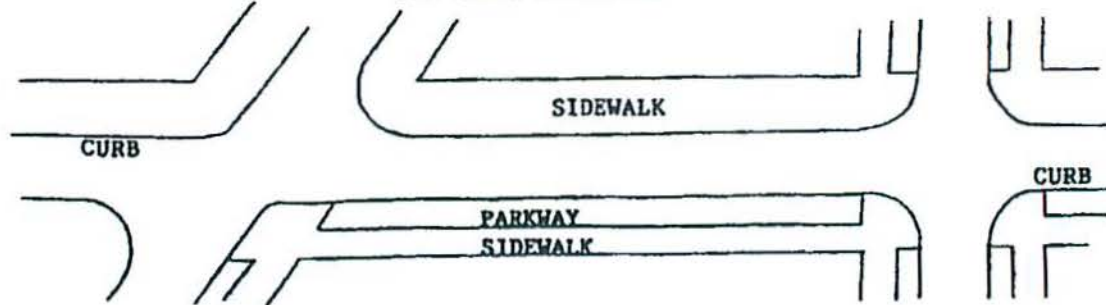
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature] Date: 3/19/17

DATE RECEIVED 3-13-17

RECEIVED BY MD

CLAIM NO. 27-16

**CLAIM**

Claimant's Name: <u>State Farm Ins. of Ia. Des Moines</u>	Auto	\$ <u>19480.54</u>
Claimant's Address: <u>P O Box 106172</u>	Property	\$ <u>      </u>
<u>Atlanta GA 30348</u>	Personal Injury	\$ <u>      </u>
Claimant's Phone No. <u>615-692-6941</u>	Other (Specify below)	\$ <u>      </u>
	<b>TOTAL</b>	<u>19480.54</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 19480.54.

SIGNED: [Signature] DATE: 3/10/17

ADDRESS: PO Box 106172 Atlanta GA 30348



RBZ0006Z

State Farm Mutual Automobile Insurance Company

### Auto Payments by COL

Route To: Kassi Wooton

#### BASIC CLAIM INFORMATION

**Claim Number:** 49-0480-5S3  
**Date of Loss:** 12-23-2016  
**Policy Number:** 0074-111-49G  
**Named Insured:** ALLENSWORTH, ANGELA

#### 400 - COLL

C denotes consolidated payment  
 E denotes EFT payment  
 P previously converted payment from CAT/CMR

<u>Payment Number</u>	<u>Issued Date</u>	<u>Participant</u>	<u>Payable COL</u>	<u>Pay Cd</u>	<u>Status</u>	<u>Amount</u>	<u>Auth ID</u>	<u>Rsn Cd</u>
105436716K E	02-27-2017	Named Insured(s)	400	1	Paid	\$18,980.54	ECSAPY	
<b>Total:</b>						\$18,980.54		

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

\*\*\* SUPPLEMENT 2 \*\*\*

S2 12/29/2016 02:49 PM  
02/27/2017 04:15 PM

Owner

Owner: ANGELA ALLENSWORTH  
Address: 4822 FERNDALE CT Home/Day: (920)208-6356  
Cell: (217)422-0021  
City State Zip: SHEBOYGAN, WI 53081-8556 Home/Evening: (920)208-6356

Control Information

Claim # : 49-0480-5S301 Insured Policy # :  
Loss Date/Time: 12/23/2016 06:00 AM Loss Type: Collision  
Deductible: \$500.00  
Ins. Company: State Farm Work/Day: (920)459-6855  
Address: 3400 S. BUSINESS DR. Work/Day: (888)459-6855  
City State Zip: Sheboygan, WI 53081 FAX: (920)459-6286  
Email: collisioncenter@sheboyganauto.com  
Insured: ANGELA ALLENSWORTH Home/Day: (920)208-6356  
Address: Cell: (217)422-0021  
City State Zip: Home/Evening: (920)208-6356  
Claim Rep: Express Team E Work/Day: (855)341-8184  
Address:

Inspection

Inspection Date: 12/29/2016 02:47 PM Inspection Type: Select Service  
Inspection Location: SHEBOYGAN Cadillac Contact:  
Address: 3500  
City State Zip: SHEBOYGAN, WI 53081  
Primary Impact: Left Front Corner Secondary Impact:  
Driveable: No Rental Assisted:  
Assigned Date/Time: Received Date/Time: 12/26/2016 07:37 AM  
First Contact Date/Time: Appointment Date/Time: 12/26/2016 06:00 AM  
Appraiser Name: PATRICK KARBE Appraiser License # :  
Address: 3400 SOUTH BUSINESS DRIVE Work/Day: (920)459-6855  
Work/Day: (888)459-6855  
City State Zip: Sheboygan, WI 53081 FAX: (920)459-6286  
Email: collisioncenter@sheboyganauto.com  
Orig Appraiser Name: PATRICK KARBE Appraiser License # :  
Address: 3400 South Business Drive Work/Day: (920)459-6855x348  
Work/Day: (888)459-6855x348  
City State Zip: Sheboygan, WI 53081 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  
**FAX:** (920)459-6286

**City State Zip:** SHEBOYGAN, WI 53081  
**Email:** collisioncenter@sheboyganauto.com

**Repair Start Date/Time:** 01/09/2017 12:51 PM  
**Repair Complete Date/Time:** 01/31/2017 12:52 PM  
**Target Complete Date/Time:** 01/31/2017 12:52 PM

**Vehicle Drop Off Date/Time:** 12/26/2016 08:00 AM  
**Vehicle Pick Up Date/Time:** 01/31/2017 03:00 PM  
**Days To Repair:** 20

**Remarks**

ESTIMATE OPEN FOR HIDDEN DAMAGES:  
ORIGINAL / INITIAL ESTIMATE:  
TOW IN  
FINAL BILL

**Vehicle**

**OEM Part Price Quote ID:** 15102431

2015 Cadillac SRX Luxury Collect. 4 DR Wagon  
6 Cyl Gasoline 3.6 DI  
6-Speed Automatic

**Lic.Plate:** FF8163  
**Lic Expire:**  
**Prod Date:** 10/2014  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** CRYSTAL CLARET TINTCOAT  
**Ext. Refinish:** Three-Stage UserDefined  
**Ext. Paint Code:** GBE,WA505Q

**Lic State:** WI  
**VIN:** 3GYFNEE36FS561682  
**Mileage:** 32,128  
**Mileage Type:** Actual  
**Code:** T7313A  
**Int. Color:** Shale w/Brownstone accents  
**Int. Refinish:** Three-Stage  
**Int. Trim Code:** AFF

**Options - AudaVIN Information Received**

1st Row LCD Monitor(s)  
AM/FM CD Player  
Aluminum/Alloy Wheels  
Auto Headlamp Control  
Auxiliary Audio Input  
Cargo Organizer  
Cross Traffic Alert  
Driver Information Sys  
Dual Power Seats  
Elect. Stability Control  
Garage Door Opener  
Heated Front Seats  
High Definition Radio  
Keyless Access System  
LED Brakelights  
Leather/Wood Steer Wheel  
MP3 Decoder  
**Navigation System**  
Parking Assist System  
Power Door Locks  
Power Windows  
Rear View Camera  
Remote Starter  
Side Airbags

2nd Row Head Airbags  
Air Conditioning  
Anti-Lock Brakes  
Automatic Dimming Mirror  
Bose Sound System  
Center Console  
Cruise Control  
Driver Seat Memory  
Dual Pwr Lumbar Supports  
Floor Mats  
Halogen Headlights  
Heated Power Mirrors  
Illuminated Visor Mirror  
Keyless Entry System  
**Lane Departure Alert**  
Lighted Entry System  
Memory Pedals  
OnStar System  
Power Adjustable Pedals  
Power Liftgate  
Pwr Folding Ext Mirrors  
Rear Window Defroster  
Roof Rails  
Side Blind Zone Warning

4-Wheel Drive  
Alarm System  
Auto Dimming Ext Mirrors  
**Automatic High Beam**  
Bucket Seats  
Chrome Grille  
Daytime Running Lights  
Dual Airbags  
Dual Zone Auto A/C  
**Fwd. Collision Alert**  
Head Airbags  
Heated Steering Wheel  
Intermittent Wipers  
Keyless Ignition System  
Leather Seats  
Limited Slip Differential  
Mirror(s) Memory  
Overhead Console  
Power Brakes  
Power Steering  
Rain-Sensing W/S Wipers  
Rear Window Wiper/Washer  
**Safety Alert Seat(s)**  
SiriusXM Satellite Radio

**Special Factory Paint**

Tachometer  
 Tinted Glass  
 Touch Screen Display  
 UltraView Double Sunroof  
 Wood Interior Trim

Split Folding Rear Seat  
 Theft Deterrent System  
 Tire Pressure Monitor  
 Traction Control System  
 Wireless Audio Streaming

Strg Wheel Radio Control  
 Tilt & Telescopic Steer  
 Tonneau/Cargo Cover  
 USB Audio Input(s)  
 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
<b>Stripes And Mouldings</b>									
1	RI	311		Mldg,Rocker Panel LT	R & I Assembly			INC	SM
2	RI	270		Mldg,Front Door Side LT	R & I Assembly			0.3	SM
3	RI	348		Mldg,Rear Door Side LT	R & I Assembly			0.3	SM
<b>Front Bumper</b>									
4	PC	10		Cvr,Front Bumper Upr	RECOND PART	\$423.00		2.1	SM
5	L	10	14	Cvr,Front Bumper Upr	Refinish 2.9 Surface 1.0 Three-stage setup 1.0 Three-stage			4.9	RF
6	UE	7	46	Cvr,Front Bumper Lwr >> 22869264	Replace OE Surplus	\$234.38*		0.5	SM
7	L	7		Cvr,Front Bumper Lwr	Refinish 1.7 Surface			1.7	RF
8	UE	5		Reinf,Frt Bumper Upr >> 22792566	Replace OE Surplus	\$300.89*		3.3	SM
9	UE	25		Grille,Frt Bumper Lwr >> GM22739004	Replace OE Surplus	\$319.58*		INC	SM
10	L	25		Grille,Frt Bumper Lwr	Refinish 0.6 Surface			0.6	RF
11	UE	21		Grille,Frt Bmpr Cvr LT >> 25778386	Replace OE Surplus	\$202.30*		INC	SM
12	L	21		Grille,Frt Bmpr Cvr LT	Refinish 0.3 Surface			0.3	RF
13	UE	20		Harness,Front Bumper >> 22767428	Replace OE Surplus	\$119.20*			SM
14	UE	453		Snsr, Obstacle Warning LT >> 20777093	Replace OE Surplus	\$194.99*		INC	SM
15	L	453		Snsr, Obstacle Warning LT	Refinish 0.3 Surface 0.1 Three-stage			0.4	RF
16	UE	16		Defl,Front Bumper >> 22992722	Replace OE Surplus	\$98.62*		INC	SM
17	UE	17		Filler,Frt Bmpr Defl >> 20846070	Replace OE Surplus	\$80.52*		INC	SM
18	BR	26		Cover,Tow Hook Access	Blend Refinish 0.1 Blend 0.1 Three-stage			0.2	RF
19	RI	9		Panel,Frt Bmpr License	R & I Assembly			0.2	SM
20	UE	8		Absorber,Front Bumper >> 20962144	Replace OE Surplus	\$193.38*		INC	SM
21	UE	115		Brkt,Front Bumper Mtg LT >> 22806471	Replace OE Surplus	\$25.48*		INC	SM
22	UE	74	07	Extension,Side Member LT >> 25806521	Replace OE Surplus	\$246.87*		0.5	SM
23	L	74		Extension,Side Member LT	Refinish 0.5 Surface			0.7	RF



24	UE	75	07	Extension,Side Member RT	0.2 Three-stage Replace OE Surplus	\$246.87*		0.5	SM
				>> 25806522					
25	L	75		Extension,Side Member RT	Refinish 0.5 Surface 0.2 Three-stage			0.7	RF

**Front End Panel And Lamps**

26	UE	62		Grille Assembly	Replace OE Surplus	\$517.31*		INC	SM
				>> GM22738992					
27	EU	41		Headlamp Assy,Halogen LT	RECYCLED PART	\$450.00*	+25.00	INC	SM
				>> SHAWN@CLEVELAND AUTO					
28	N	973		Headlamps Aim	ADDITIONAL OPERATION	\$0.00*		0.4	SM
29	E	90		Brkt,Headlamp Mtg LT	25776398 GM Part	\$32.98		INC	SM
30	L	90		Brkt,Headlamp Mtg LT	Refinish 0.2 Surface 0.1 Three-stage			0.3	RF
31	RI	122		Lamp,Side Marker RT	R & I Assembly			0.2	SM

**Radiator Support**

32	UE	93	07	Crsmbr,Rad Panel Upr	Replace OE Surplus	\$610.04*		11.2	SM
				>> 20909169					
33	L	93		Crsmbr,Rad Panel Upr	Refinish 0.5 Surface 0.2 Three-stage			0.7	RF
34	UE	130	07	Crsmbr,Rad Pnl Lower	Replace OE Surplus	\$238.36*		1.4	SM
				>> 20939482					
35	L	130		Crsmbr,Rad Pnl Lower	Refinish 0.4 Surface 0.1 Three-stage			0.5	RF
36	I	11	07	Extn,Upr Crossmember LT	Repair			1.0*	SM
37		11		Extn,Upr Crossmember LT	Refinish			INC	RF
38	UE	136		Cover,Rad Supt Panel	Replace OE Surplus	\$60.07*		INC	SM
				>> 20843992					
39	UE	169		Cover,Rad Supt Panel	Replace OE Surplus	\$41.13*		INC	SM
				>> 22781448					
40	E	76		Label,Radiator Support	24258938 GM Part	\$8.74		0.1	SM
41	E	89	01	Label,Radiator Support	19257194 GM Part	\$32.86		0.1	SM
42	E	743		Seal,Rad Mounting Pnl	20968482 GM Part	\$12.02		INC	SM
43	E	107		Baffle,Radiator Panel LT	20968478 GM Part	\$18.92		INC	SM
44	E	108		Baffle,Radiator Panel RT	20968477 GM Part	\$32.48		INC	SM

**Cooling And Air Conditioning**

45	EC	755		Radiator	** NON-OEM PART	\$141.79*		0.5	SM
				>> KEYSTONE					
46	EU	766		Fan Assy,Eng Cooling	RECYCLED PART	\$190.00*	+25.00	INC	SM
				>> SHAWN@CLEVELAND AUTO					
47	E	1907		Brkt,Radiator Mounting LT	25881551 GM Part	\$9.53		INC	SM
48	E	1982		Brkt,Radiator Mounting LT	25831015 GM Part	\$7.21		INC	SM
49	N	987		A/C Evac Rechrq & Rcvr	ADDITIONAL OPERATION			1.8	ME
50	EC	731		Condenser,A/C	** NON-OEM PART	\$67.48*		INC	SM*
				>> KEYSTONE					

**Front Body And Windshield**

51	EU	83	46	Panel,Hood	RECYCLED PART	\$575.00*	+25.00	1.0	SM
52	L	83		Panel,Hood	Refinish 2.8 Surface 1.1 Edge 1.4 Three-stage			5.3	RF
53	E	96		Mldg,Hood Front	22774203 GM Part	\$152.26		INC	SM
54	E	1158		Nozzle,W/S Washer LT	25823361 GM Part	\$14.83		INC	SM
55	E	1159		Nozzle,W/S Washer RT	25823361 GM Part	\$14.83		INC	SM
56	E	88		Latch,Hood Panel	22788642 GM Part	\$65.81		INC	SM

57	E	204		Bracket,Hood Catch	22826611 GM Part	\$98.02		INC	SM		
58	E	84		Hinge,Hood Panel LT	15884430 GM Part	\$115.34	S1	0.2	SM		
59	L	84		Hinge,Hood Panel LT	Refinish		S1	0.4	RF		
					0.3 Surface						
					0.1 Three-stage						
60	E	85		Hinge,Hood Panel RT	15884431 GM Part	\$115.34	S1	0.2	SM		
61	L	85		Hinge,Hood Panel RT	Refinish		S1	0.4	RF		
					0.3 Surface						
					0.1 Three-stage						
62	E	86		Pad,Insulator Hood	23188354 GM Part	\$115.85		0.3	SM		
63	E	103	46	Fender,Front LT	22860722 GM Part	\$351.73		0.7	SM		
				>> SALVAGE NOT COST EFFICTIVE/CLEVELAND AUTO							
64	L	103		Fender,Front LT	Refinish			3.5	RF		
					2.1 Surface						
					0.5 Edge						
					0.9 Three-stage						
65	BR	104		Fender,Front RT	Blend Refinish			1.4	RF		
					0.7 Blend						
					0.7 Three-stage						
66	RI	69		Mldg,Fender Upper R/R	R & I Assembly			INC	SM		
67	E	1004		Brkt,Front Fender LT	20882124 GM Part	\$5.88		INC	SM		

**Front Body Interior Sheetmetal**

68	I	180	07	Panel,Inner Fender LT	Repair		S1	1.5*	SM
69	L	180		Panel,Inner Fender LT	Refinish		S1	0.3	RF
					0.2 Surface				
					0.1 Three-stage				
70	E	1136	07	Brace,Side Rail LT	15869817 GM Part	\$42.53		0.7	SM
71	L	1136		Brace,Side Rail LT	Refinish			0.4	RF
					0.3 Surface				
					0.1 Three-stage				
72	UE	125		Skirt,Inner Fender LT	Replace OE Surplus	\$97.47*		INC	SM
				>> 22868772					

**Wheels**

73	PC	782		Wheel,Front LT	RECOND PART	\$189.00		0.0*	SM
				>> LF/RV1 - KEYSTONE					
74	E	1844	01	Valve Stem LT	15263240 GM Part	\$10.37			SM
				>> LF					

**Front Suspension**

75	RI	657		Hub,Front Wheel LT	R & I Assembly			0.9	ME
76	RI	678		Disc,Front Brake LT	R & I Assembly			0.1	ME
77	RI	1850		Plate,Front Backing LT	R & I Assembly			0.2	ME
78	RI	1740		Caliper,Brake Disc LT	R & I Assembly			0.1	ME
79	RI	653		Arm,Lower Control L/F	R & I Assembly			0.4	ME
80	UM	659		Absorber,Strut L/F	REMAN/REBUILT PART			0.7	ME
81	E	1304		Hose,Front Brake LT	20842850 GM Part	\$43.88		0.2	SM*
82	RI	1668		Spring,Front Coil LT	R & I Assembly			INC	ME
83	EU	714	46	Shaft Assembly,Axle L/F	RECYCLED PART	\$100.00*	+25.00	INC	ME
				>> SHAWN@CLEVELAND AUTO					

**Front Doors**

84	UE	207		Door Shell,Front LT	Replace OE Surplus	\$1,072.45*		6.2	SM
				>> 22768452/SALVAGE NOT COST EFFICTIVE					
85	L	207		Door Shell,Front LT	Refinish			4.4	RF
					2.2 Surface				
					1.0 Edge				
					1.2 Three-stage				
86	RI	244		Mldg,Front Door Belt L/R	R & I Assembly			INC	SM
87	E	123		Applique,Frt Door Fram LT	20932871 GM Part	\$69.31		INC	SM
88	RI	1334		Mldg,Front Door Upper L/F	R & I Assembly			INC	SM
89	RI	529		Housing,Mirror Outer LT	R & I Assembly			INC	SM

90	RI	490	Handle,Front Door Otr LT	R & I Assembly				INC	SM
<b>Rear Doors</b>									
91	UE	287	Door Shell,Rear LT	Replace OE Surplus	\$1,261.72*			5.8	SM
			>> 23274199/SALVAGE NOT	COST EFFICTIVE					
92	L	287	Door Shell,Rear LT	Refinish				4.1	RF
				2.0 Surface					
				1.0 Edge					
				1.1 Three-stage					
93	RI	1336	Mldg,Rear Door Upper L/F	R & I Assembly				INC	SM
94	RI	415	Mldg,Rear Door Belt L/F	R & I Assembly				INC	SM
95	E	285	Applique Assy,Rear Dr LT	20932873 GM Part	\$63.40			INC	SM
96	E	576	Applique Assy,Rear Dr LT	20932875 GM Part	\$80.33			INC	SM
97	I	1138	Cover,RR Door Handle LT	Repair				0.5*	SM
98	L	1138	Cover,RR Door Handle LT	Refinish				0.4	RF
				0.3 Surface					
				0.1 Three-stage					
99	RI	295	Glass,Rear Door T LT	R & I Assembly				INC	SM
100	RI	297	Reg,Rear Door Glass LT	R & I Assembly				INC	SM
101	RI	305	Handle,RR Door Outer LT	R & I Assembly				INC	SM
<b>Quarter And Rocker Panel</b>									
102	BR	196	Panel,Bodyside Otr Upr LT	Blend Refinish				0.9	RF
				0.4 Blend					
				0.5 Three-stage					
103	BR	199	10 Panel,Rocker LT	Blend Refinish				0.4*	RF
				0.2 Three-stage					
104	I	389	Panel,Quarter LT	Repair				12.0*	SM
105	L	389	Panel,Quarter LT	Refinish				3.1	RF
				2.3 Surface					
				0.8 Three-stage					
106	L	407	Pillar,Body Lock LT	Refinish				1.4	RF
				1.0 Surface					
				0.4 Three-stage					
107	SB	374	Glass,Quarter Tinted LT	Sublet Repair	\$70.00*	+25.00			SM
			>> LAKESHORE AUTO GLASS						
108	SB	445	Sealant Kit,Qtr Glass LT	Sublet Repair	\$15.00*				SM
<b>Rear Bumper</b>									
109	N	572	Rear Bumper Cover R&I	ADDITIONAL OPERATION				1.5*	SM
			>> LOWER						
<b>Rear Body, Lamps And Floor Pan</b>									
110	RI	533	Taillamp Assembly LT	R & I Assembly				INC	SM
<b>Section Replacement &amp; Refinish</b>									
111	EU	697	Susp Assembly,Front LT	RECYCLED PART	\$375.00*	+25.00		0.0*	ME
			>> CLEVELAND AUTO/SHAWN						
<b>Manual Entries</b>									
112	N	M03	Flex Additive	ADDITIONAL OPERATION	\$5.00*				RF
113	L	M14	Corrosion Protection	Refinish	\$6.00*			0.1*	SM
114	L	M17	Cover Car Exterior	Refinish	\$5.00*				SM
115	I	M18	Set-Up And Measure	Repair				1.5*	SM
116	I	M19	Realign Control Points	Repair				3.0*	FR
117	EC	M20	Anti-Freeze-Coolant	** NON-OEM PART	\$31.80*				SM
			>> 12346290/2 @ \$15.90 EACH						
118	SB	M23	Tire-Left Front,Balance	Sublet Repair	\$15.00*				SM
119	SB	M60	Hazardous Waste Removal	Sublet Repair	\$3.00*				SM
120	SB		ADJUST THRUST ANGLE	Sublet Repair	\$69.95*				SM*
121	I		WIRE REPAIR	Repair			S1	0.5*	SM*
121	Items								

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
14	INCLUDES 1.0 HOURS FIRST PANEL THREE-STAGE ALLOWANCE
46	PRINTABLE ALTERNATE PARTS COMPARE

**Estimate Total & Entries**

Gross Parts		\$1,514.45	
OE Surplus Parts		\$6,161.63	
Other Parts		\$2,559.07	
Paint & Materials	37.4 Hours @ \$36.00	\$1,346.40	
Line Item Markup		\$422.50	
Parts & Material Total			\$12,004.05
Tax on Parts & Material	@ 5.000%		\$600.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$56.00	36.6	18.9	55.5	\$3,108.00
Mech/Elec (ME)	\$105.00	2.4	1.8	4.2	\$441.00
Frame (FR)	\$60.00		3.0	3.0	\$180.00
Refinish (RF)	\$56.00	37.4		37.4	\$2,094.40

Labor Total			100.1 Hours		\$5,823.40
Tax on Labor		@ 5.000%			\$291.17
Sublet Repairs					\$190.45
Tax on Sublet		@ 5.000%			\$9.52
Towing					\$375.00
Tax On Towing		@ 5.000%			\$18.75
Storage					\$160.00
Tax On Storage		@ 5.000%			\$8.00
Gross Total					\$19,480.54
Less: Deductible					\$500.00-
Net Total					\$18,980.54
Less: Previous Net Total					\$18,980.54-
Net Supplement Total (Final Bill)					\$0.00

For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.



Register online to check the status of your claim and stay connected with State Farm®. To register, go to [statefarm.com](http://statefarm.com) and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/00/00/00/00/00 CUM 06/02/00/04/01 Zip Code: 53081 Geo 53081  
 OEM Part Prices DT 02/27/2017 04:16 PM EstimateID 243839040128868352 QuotID 15102431  
 Rate Name Default

Audatex Estimating 8.0.035 S2 02/27/2017 04:16 PM REL 8.0.035 DT 02/01/2017 DB 02/15/2017

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10.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S THREE-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  
EC = \*\* NON-OEM PART  
ET = Partial Replace Labor  
TE = Partial Replace Price  
L = Refinish  
TT = Two-Tone  
BR = Blend Refinish  
CG = Chipguard  
RP = RP-RELATED PRIOR

E = New Part  
OE = Replace PXN OE Srpls  
EP = \*\* NON-OEM PART  
PM = REMAN/REBUILT PART  
PC = RECOND PART  
SB = Sublet Repair  
I = Repair  
RI = R & I Assembly

NG = Replace NAGS  
UE = Replace OE Surplus  
EU = RECYCLED PART  
UM = REMAN/REBUILT PART  
UC = RECOND PART  
N = ADDITIONAL OPERATION  
IT = Partial Repair  
P = Check



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**NON-ORIGINAL EQUIPMENT REPLACEMENT PARTS INFORMATION**

Whenever \*\* appears next to the description of a part which is to be replaced, this means:

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**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.**

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**QUALITY REPLACEMENT PARTS REPORT**

**Vehicle**

2015 Cadillac SRX Luxury Collect. 4 DR Wagon  
 6 Cyl Gasoline 3.6 DI  
 6-Speed Automatic

**Options**

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Dimming Ext Mirrors
Auto Headlamp Control	Automatic Dimming Mirror	Automatic High Beam
Auxiliary Audio Input	Bose Sound System	Bucket Seats
Cargo Organizer	Center Console	Chrome Grille
Cross Traffic Alert	Cruise Control	Daytime Running Lights
Driver Information Sys	Driver Seat Memory	Dual Airbags
Dual Power Seats	Dual Pwr Lumbar Supports	Dual Zone Auto A/C
Elect. Stability Control	Floor Mats	Fwd. Collision Alert
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heated Steering Wheel
High Definition Radio	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
LED Brakelights	Lane Departure Alert	Leather Seats
Leather/Wood Steer Wheel	Lighted Entry System	Limited Slip Differential
MP3 Decoder	Memory Pedals	Mirror(s) Memory
Navigation System	OnStar System	Overhead Console
Parking Assist System	Power Adjustable Pedals	Power Brakes
Power Door Locks	Power Liftgate	Power Steering
Power Windows	Pwr Folding Ext Mirrors	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rails	Safety Alert Seat(s)
Side Airbags	Side Blind Zone Warning	SiriusXM Satellite Radio
Special Factory Paint	Split Folding Rear Seat	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Touch Screen Display	Traction Control System	USB Audio Input(s)
UltraView Double Sunroof	Wireless Audio Streaming	Wireless Phone Connect
Wood Interior Trim		

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number	Supplier Code	CLS	SRC	
4	Cvr,Front Bumper Up	GM1000969R	22762887	>	1	R	3
		GM1000969R	22762887	>	3	R	3
		GM1000969R	22762887	>	4	R	3
		GM1000969R	22762887	>	5	R	3
73	Wheel,Front LT	ALY04664U10	9597417	>	1	R	3
		ALY04664U10	9597417	>	2	R	3
		ALY04664U10	9597417	>	5	R	3
		ALY04664U10	9597417	>	6	R	3

> = 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	PXN1795	KEYSTONE AMPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
2	PXN4130	KEYSTONE HMPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
3	PXN4143	KEYSTONE USAA RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
4	PXN4178	KEYSTONE FPPP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
5	PXN4227	KEYSTONE SARP RCND KEYSTONE USA 855-375-4325 ALL, US 99999	(855)375-4325
6	PXN6817	KEYSTONE AUTO 8820 NORTH MAISLIN DRIVE TAMPA, FL 33637	(800)999-8987 (813)980-6166

Audatex Estimating 8.0.035 S2 02/27/2017 04:16 PM REL 8.0.035 DT 02/01/2017 DB 02/15/2017

Zip Code: 53081

Search Area:

Geo 53081

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\*\*\* SUPPLEMENT RECONCILIATION \*\*\*

Supplement S2

Claim # : 49-0480-5S301  
File # :  
Insured: ANGELA ALLENSWORTH  
Owner Name: ANGELA ALLENSWORTH  
Appraiser Name: PATRICK KARBE  
Vehicle: 2015 Cadillac SRX Luxury Collect. 4 DR Wagon

Insured Policy # :  
Claim Rep: Express Team E  
Inspection Date/Time: 12/29/2016 02:47 PM

Actual Supplement 2 Net Total

\$0.00+

Summary

	Net Total	Date	Time	Appraiser
Supplement 1	\$18,980.54	01/13/2017	08:46 AM	PATRICK KARBE
Supplement 2	\$18,980.54	02/27/2017	04:15 PM	PATRICK KARBE

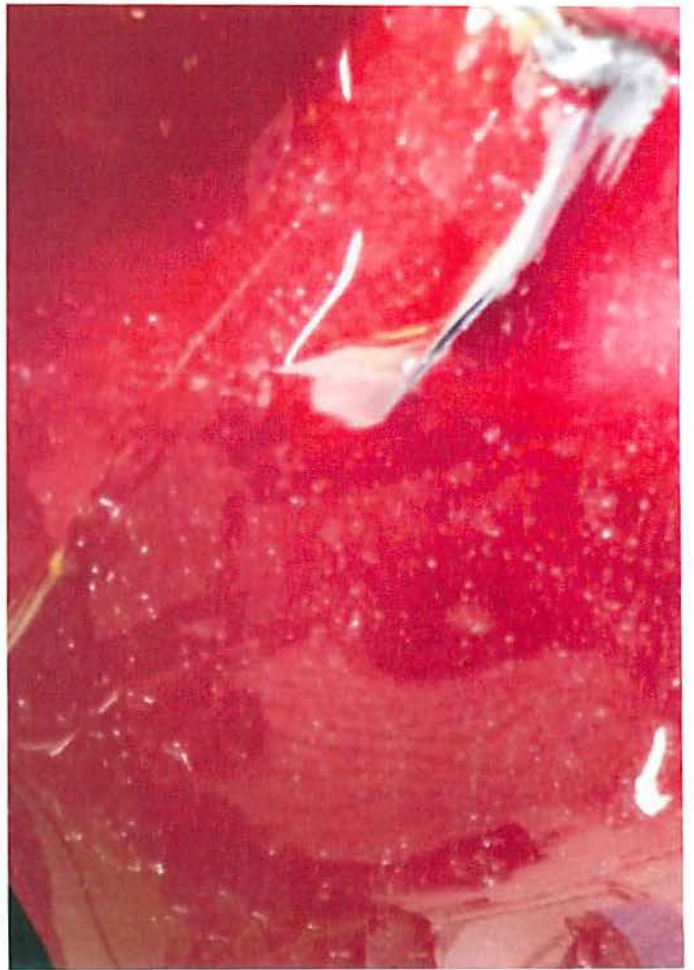
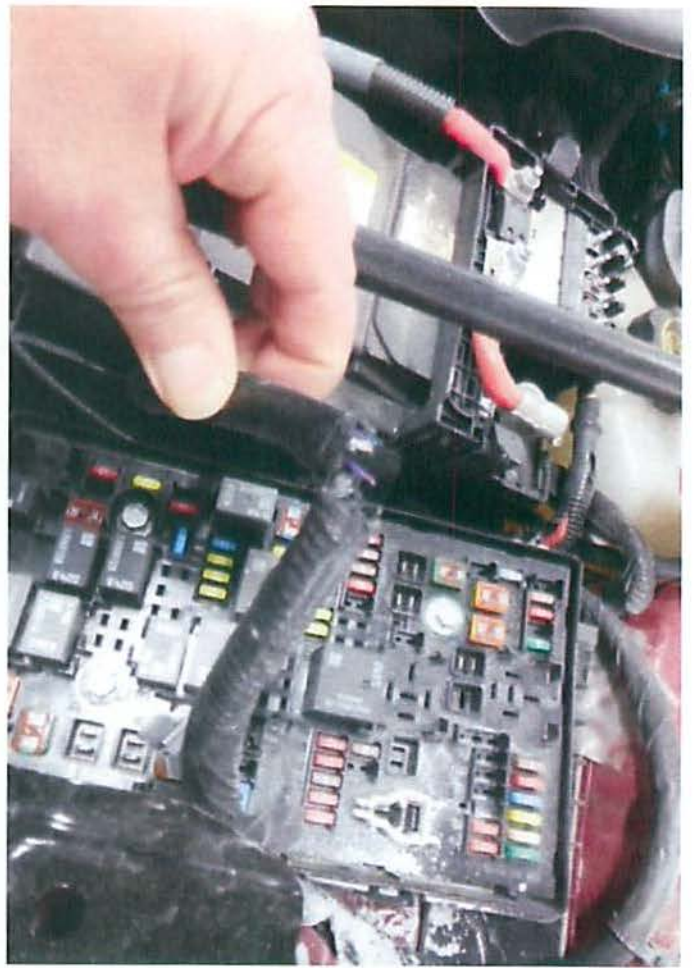


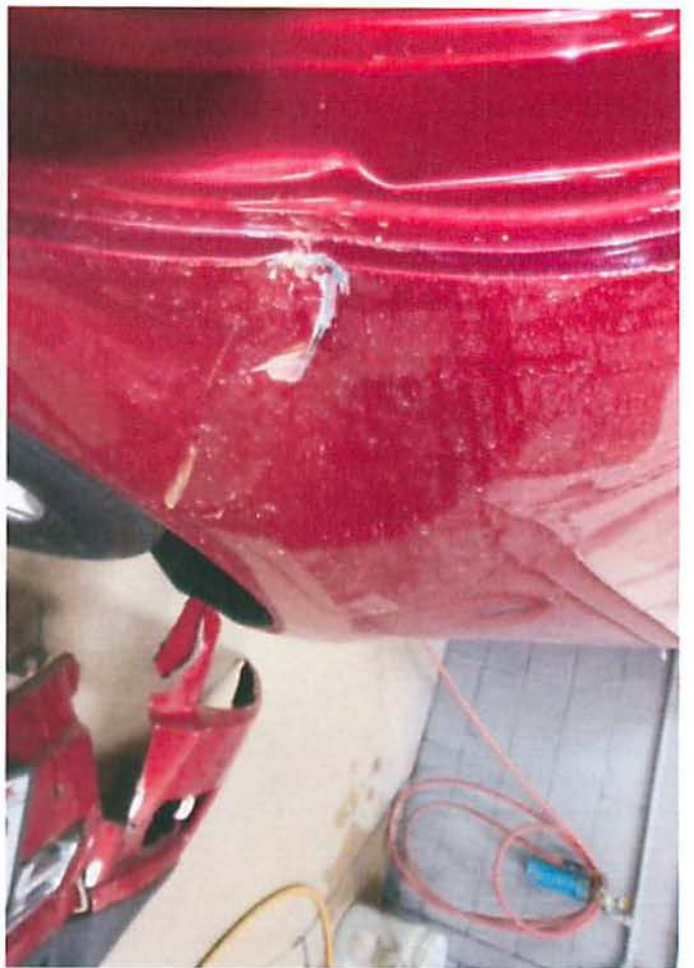
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**TOWING REPORT**

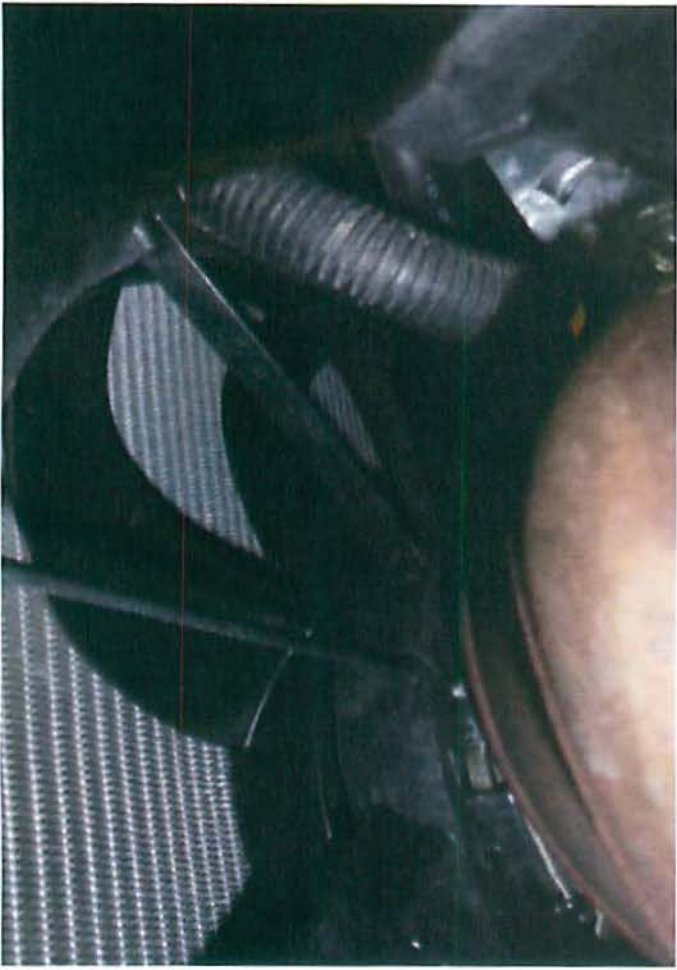
Vehicle Make/Model: *2014 Ford Focus*  
 License Plate: *12345678*  
 Date: *01/15/2024*  
 Location: *123 Main St, Anytown, CA*

Driver Name: *John Doe*  
 Driver License: *123456789*  
 Driver Address: *456 Elm St, Anytown, CA*

Towing Company: *ABC Towing*  
 Towing Fee: *120.00*  
 Storage Fee: *50.00*  
 Total: *170.00*

Remarks: *Vehicle was towed from the scene of an accident. No damage to vehicle observed.*



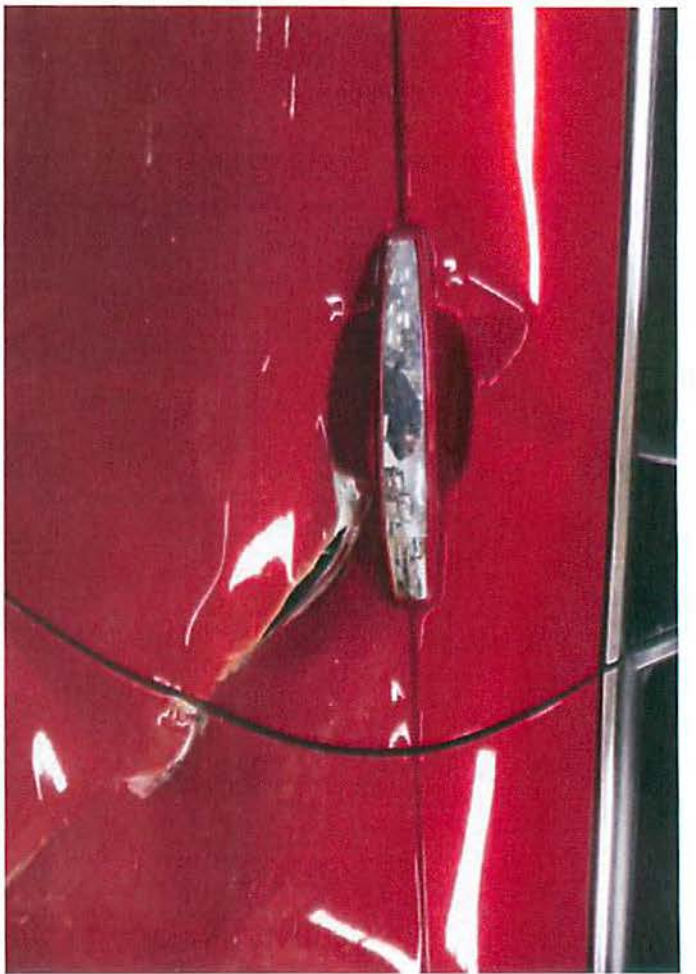
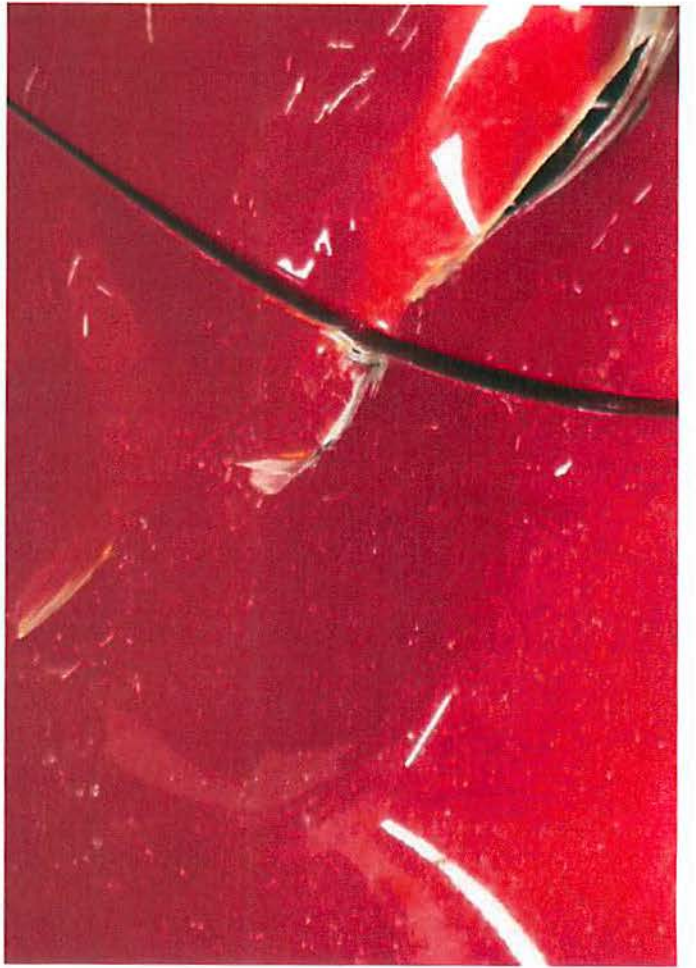


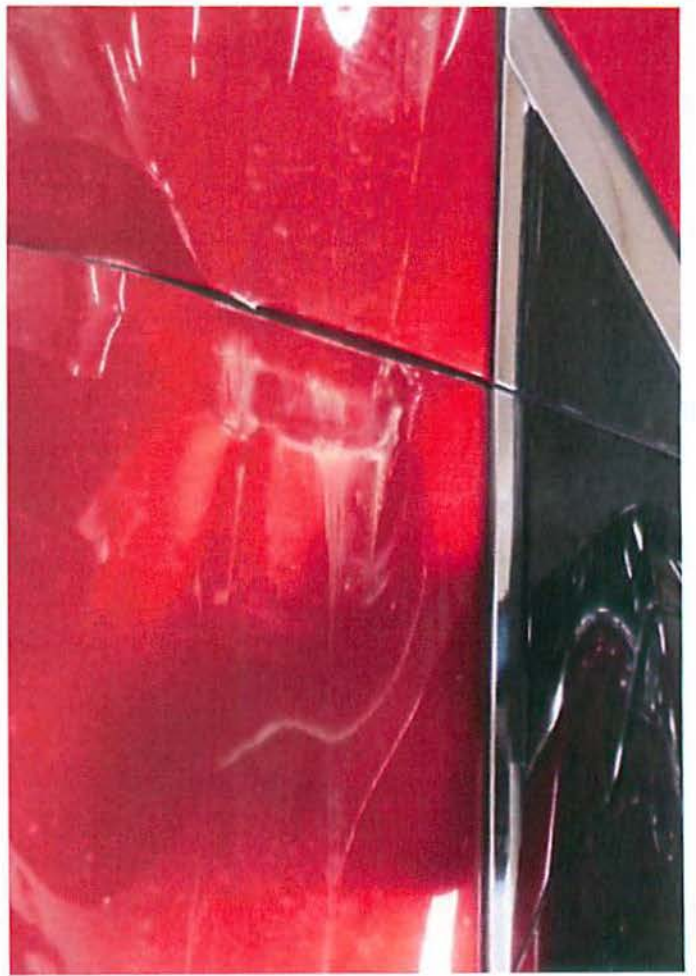


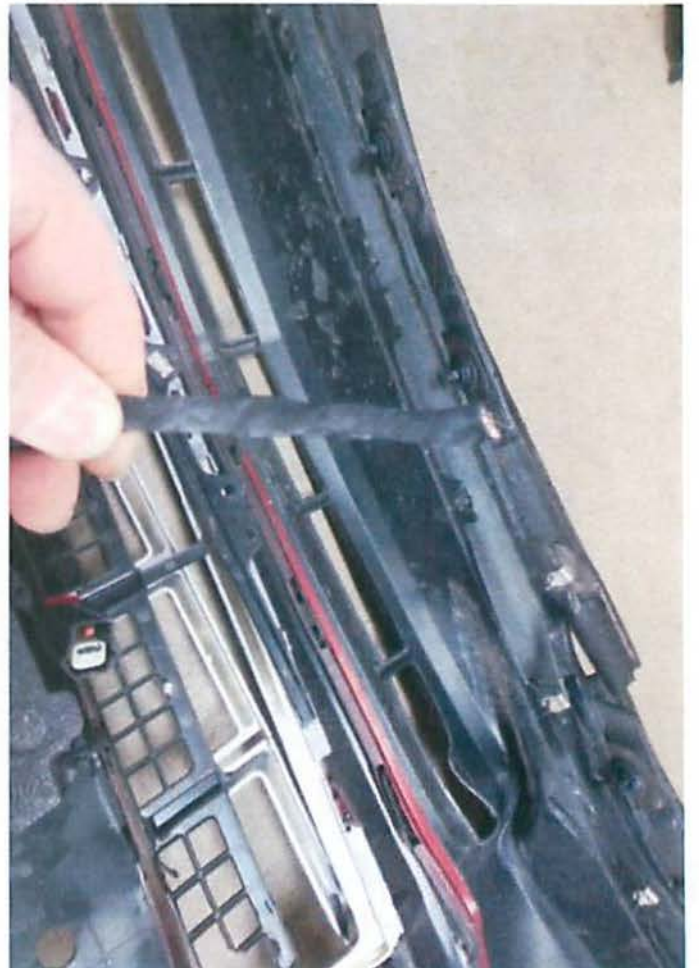






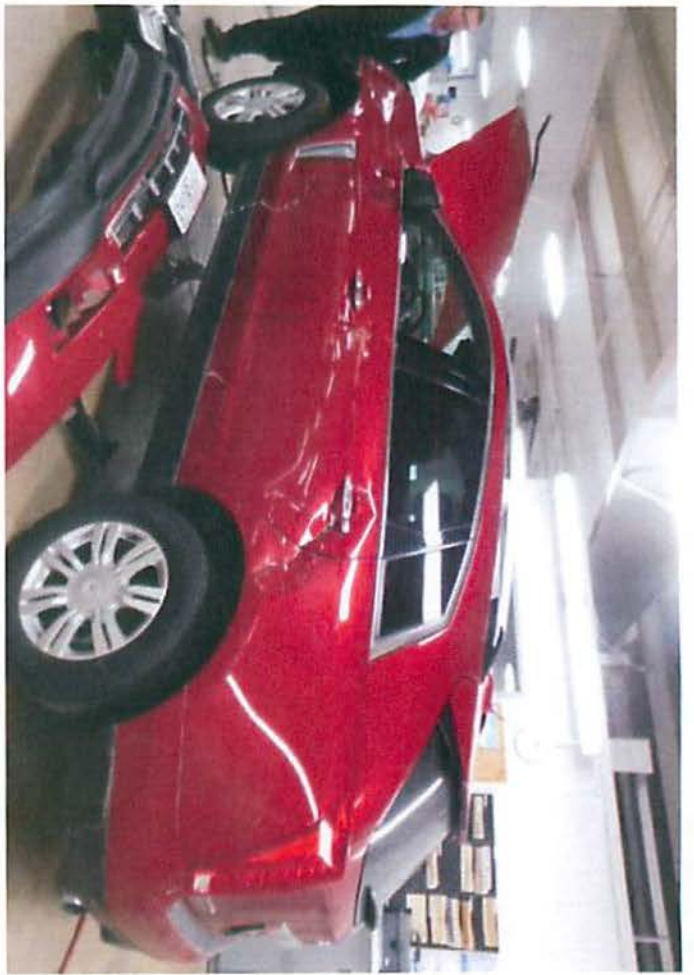
















623153832

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 POX6PMS  
PK2012

POLICE # C16-24354

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number POX6PMS		Document Override Number	
Agency Accident Number				Police Number C16-24354					
4 - Accident Date 12/23/2016		5 - Time of Accident (Military Time) 1951		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 58		3 - Municipality SHEBOYGAN - 61, City				11 - Accident Location Intersection			
14 - On Hwy No.		14 - On Street Name TAYLOR DR			14 - Bus/Frn/Rimp		15 - Est. Distance		15 - Hwy. Dir
16 - Frt/Al Hwy No.		16 - Frnt/Al Street Name CROSSOVER STH 28			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.717546006136			13 - Longitude -87.75786301249		
80 - First Harmful Event Motor Vehicle In Transport				83 - Manner of Collision Angle					
112 - Access Control Full Control		113 - Road Curvature Straight		113 - Road Terrain Level/Flat		Surface Type Concrete - 1			
115 - Traffic Way Not-Physically-Divided-(2-Way Traffic)									
117 - Relation To Roadway On-Roadway									
114 - Light Condition Dark-Lighted			116 - Road Surface Condition Snow/Slush			118 - Weather Snow			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials		<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged			
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With Motor Vehicle In Transport		23 - Dir Of Travel EAST		24 - Speed Limit 25	
36 - Operating as Classified B CLASS		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number W445662831D609		30 - State WI	31 - Expiration Year 2022	34 - On Duty Accident Winter-Hwy-Maintenance			
25 - Operator/Pedestrian Last Name WILHELM			25 - First Name MARK		25 - Middle Initial L		25 - Suffix
32 - Date Of Birth 03/28/1983		33 - Sex Male					
26 - Address Street & Number 847 DREIFUERST RD					26 - PO Box		
27 - City PLYMOUTH		27 - State WI	27 - Zip Code 53073		28 - Telephone Number		
39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)				40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used			
38 - Injury Severity N - No Apparent Injury		41 - Abbag Non-Deployed		42 - Ejected Not-Ejected		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated Not-Trapped		82 - Pedestrian Location		82 - Pedestrian Action			
119 - What Driver Was Doing RIGHT TURN			120 - Traffic Control Traffic-Signal-Operating			62 - No. of Citations Issued 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.			
122 - Driver Factors Improper-Turn							
88 - Driver or Pedestrian Cond Appeared Normal			89 - Substance Presence Unknown				
90 - Alcohol Test Test Not Given		90 - Alcohol Content		91 - Drug Test Test Not Given			
91 - Drugs Reported							

OPERATOR/PEDESTRIAN 01

623153832

**Wisconsin Motor Vehicle** P0X6PMS  
**Accident Report** MV4000e 01/2005  
 PK2012

124 - Highway Factors Not-Applicable
---

**Vehicle**

VEHICLE 01	21 - Unit Type Truck		Vehicle Type Snow-Plow			22 - Total Occupants 1	
	56 - License Plate Number 94497		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1FVHG3DV3GHH6324	
	60 - Year 2016	61 - Make FRHT	62 - Model 114SD	53 - Body Style ST - STAKE TRUCK		54 - Color BLU	100 - Skidmarks to Impact (Ft)
	84 - Vehicle Damage None						
	95 - Extent Of Damage None		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors Not-Applicable						

**Vehicle Owner**

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	48 - Vehicle Owner Last Name		48 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name CITY OF SHEBOYGAN					
	47 - Address Street & Number 828 CENTER AVE # 205			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number	

**Insurance**

INS 01	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company CITY OF SHEBOYGAN				

**School Bus**

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Operator/Pedestrian**

02	Unit Status		81 - Most Harmful Event: Collision With Motor Vehicle In Transport		23 - Dir Of Travel NORTH	24 - Speed Limit 25	
	38 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle		
	29 - Driver's License Number A4621796927100		30 - State WI	31 - Expiration Year 2016	34 - On Duty Accident		
	25 - Operator/Pedestrian Last Name ALLENSWORTH			25 - First Name DANIEL		25 - Middle Initial W	25 - Suffix
	32 - Date Of Birth 07/31/1969		33 - Sex Male				
	26 - Address Street & Number 4822 FERDALE CT				26 - PO Box		
	27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081	28 - Telephone Number (820) 208-6368 Ext.		

623153832

**Wisconsin Motor Vehicle Accident Report** MV4000a 01/2005  
 PK2012 **POX6PMS**

<b>OPERATOR/PEDESTRIAN</b>	39 - Seat Position Front-Seat-Left-Side-(MC/Bike Driver, Train Conductor)		40 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used	
	38 - Injury Severity N - No Apparent Injury		41 - Airbag Deployed	42 - Ejected Not-Ejected
			44 <input type="checkbox"/> Medical Transport	
	43 - Trapped/Extricated Not-Trapped	82 - Pedestrian Location	82 - Pedestrian Action	
	119 - What Driver Was Doing GOING STRAIGHT		120 - Traffic Control Traffic-Signal-Operating	82 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.
				64 - 5th Statute No.
	122 - Driver Factors Speed-Too-Fast-for-Conditions			
	88 - Driver or Pedestrian Cond Appeared Normal	89 - Substance Presence Unknown		
	90 - Alcohol Test Test Not Given	90 - Alcohol Content	91 - Drug Test Test Not Given	
91 - Drugs Reported				
124 - Highway Factors Snow,-Ice,-or-Wet				

**Vehicle**

<b>VEHICLE 02</b>	21 - Unit Type Automobile		Vehicle Type Passenger-Car		22 - Total Occupants 2
	56 - License Plate Number FF8163		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017
			55 - Vehicle Identification Number JGYFNEE38FS661682		
	50 - Year 2016	51 - Make CAD	52 - Model SRX LUXURY	53 - Body Style LL - CARRYALL	54 - Color RED
					100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage Front				
95 - Extent Of Damage Very-Severe	96 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By		
123 - Vehicle Factors Not-Applicable					

**Vehicle Owner**

<b>VEH OWNER 02</b>	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name ALLENSWORTH		46 - First Name DANIEL	46 - Middle Initial W	46 - Suffix
	46 - Company Name				
	47 - Address Street & Number 4822 FERNDAL CT			47 - PO Box	
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 63081	49 - Telephone Number (920) 208-6366 Ext.

**Insurance**

<b>02</b>	63 - Liability Insurance Company STATE-FARM		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name ALLENSWORTH		61 - Policy Holder First Name DANIEL
	61 - Policy Holder Company		

623153832

**Wisconsin Motor Vehicle** P0X6PMS  
**Accident Report** MV4000a 01/2005  
 PK2012

INS	
-----	--

**School Bus**

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

**Occupant**

<input type="checkbox"/> Address Same As Operator					
OCCUPANT 01	65 - Unit No 02	66 - Occupant Last Name ALLENSWORTH	66 - First Name NICHOLAS	66 - Middle Initial WADE	66 - Suffix
	68 - Address Street & Number 4822 FERNDAL CT		68 - PO Box		
	68 - City SHEBOYGAN		68 - State WI	68 - Zip Code 63081	
	67 - Date of Birth 02/11/1999		69 - Sex M		
	71 - Seat Position Front-Seat-Right-Side-(Train Engineer)		72 - Safety Equipment Shoulder-Belt-And-Lap-Belt-Used		
	70 - Injury Severity N - No Apparent Injury		73 - Airbag Deployed	75 - Ejected Not-Ejected	77 <input type="checkbox"/> Medical Transport
	76 - Trapped/Extricated Not-Trapped		78 - Agency Space		

**Trailer**

TRL 01	106 - Power Unit Number	License Plate Number	Plate Type	State	Expiration Year
	Trailer Make		Unit Type	Vehicle Identification Number	

623153832

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005  
 PK2012 POX6PMS

Page 6 of 6

Diagram and Narrative

105 - Photo By

DIAGRAM AND NARRATIVE

UNIT 1

UNIT 2

UNIT 2

TAYLOR DR

STH 28

UNIT 1 WAS NORTHBOUND IN THE LEFT TURN LANE ON TAYLOR DR APPROACHING WASHINGTON AVE. UNIT 1 MADE A RIGHT HAND TURN TO TRAVEL EASTBOUND ON WASHINGTON AVE. UNIT 1 OPERATOR STATED HE TURNED HIS RIGHT TURN SIGNAL ON. UNIT 1 OPERATOR SAID HE DID NOT SEE UNIT 2 WHILE MAKING THE TURN

UNIT 2 WAS TRAVELING NORTHBOUND ON TAYLOR DRIVE IN THE OUTSIDE LANE APPROACHING STH 28. UNIT 2 OPERATOR SAID HE SAW UNIT 1 TURNING IN FRONT OF HIM. UNIT 2 SAID HE BEEPED THE HORN AND DROVE INTO THE SNOW BANK TO TRY AND AVOID UNIT 1. UNIT 2 OPERATOR SAID DUE TO THE SNOWY CONDITIONS AND HIS TRAVEL SPEED HE WAS NOT ABLE TO STOP BEFORE STRIKING UNIT 1.

Officer Information

OFFICER INFORMATION	125 - Officer Last Name RAKOW		125 - First Name MATTHEW	125 - Middle Initial	131 - Officer ID C440M	
	129 - Law Enforcement Agency No. 5961		130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			
	126 - Law Enforcement Agency Address Street & Number 1316 N 23RD ST					
	127 - City SHEBOYGAN		127 - State WI	127 - Zip Code 53081	128 - Telephone Number (920) 459-3333 Ext.	
	132 - Date Notified 12/23/2016		133 - Time Notified (Military Time) 1954	134 - Time Arrived (Military Time) 1954		135 - Date Of Report 12/31/2016
			C16-24354		19 - Special Study	
	18 - Agency Space SQUAD 14					

Truck and Bus

136 A truck or truck combination > 10,000 lbs <input checked="" type="checkbox"/> GVWR/GCWR	138 Any vehicle displaying a hazardous materials placard <input type="checkbox"/>
138	

623153832

**Wisconsin Motor Vehicle POX6PMS**  
 Accident Report MV40000 01/2005  
 PK2012

<b>TRUCK/BUS 01</b>	<input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver					
	136 <input type="checkbox"/> Fatal Injury		136 <input type="checkbox"/> Medical Transport		136 One or more vehicles towed from the scene due to disabling damage <input checked="" type="checkbox"/>	
	Unit Number 01					
	137 - Hazardous Materials Class Numbers					
	137 - Hazardous Materials "UN" Nos.		HazMat Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>	
	137 - Name Of Hazardous Materials In this Load NO			137 - Name Of Hazardous Materials Released NO		
	138 Interstate Carrier <input type="checkbox"/>	140 - US DOT No.	140 - ICC MC No.	LC No.	IC No.	141 - Source Driver
	139 - Carrier Name CITY OF SHEBOYGAN					
	142 - Carrier Address 828 CENTER AVE # 205			City SHEBOYGAN	State WI	Zip Code 53081
	143 - GVWR (Lbs)	144 - Total No. of Axles	145 - Vehicle Configuration Single-Unit-Vehicle		147 - Cargo Body Type Dump	
	146 - First Event Collision-Involving-Motor-Vehicle-In-Transport			146 - Second Event		
	146 - Third Event			146 - Fourth Event		

VI

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

Your Committee to whom was referred R. C. No. 348-15-16 and R. O. No. 207-15-16 by City Clerk submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova; recommends referring to Finance of the new council.

*Finance of  
the 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

**VI**

7.17

R. C. No. 348 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 207-15-16 by the City Clerk submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

Julie Kath  
*[Signature]*  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. *Michael Handley*, Mayor



II

Other Matters

9.3

R. O. No. 207 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova.

---

City Clerk

Finance

三

Rec'd 11-13-15  
Claim # 10-15

**NOTICE OF INJURY OR CIRCUMSTANCES**  
**Pursuant to Wisconsin Statute Section 893.80(1d)(a)**

This Notice must be served upon the local governmental body and upon the body's officers, officials, agents or employees within 120 days after the happening of the event giving rise to the claim. Service is to be accomplished as set forth in Wisconsin Statute Section 801.11.

Claimant Name(s) BRAEDEN J. SCHEELE, MINOR SON OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1<sup>ST</sup> ST, UNIT #4  
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1727 BRIAN 920-254-2350

Date and Time of Event Giving Rise to the Claim: JULY 16 @ 5:15 P.M.

Location of Event Giving Rise to the Claim: THE HOME AT ABOVE ADDRESS.

Statement of the Circumstances of the Event Giving Rise to the Claim, including the names of all persons involved, the identification of all witnesses, if any, and the names and job titles of the local governmental body's employees or agents involved (use additional sheets if necessary):

AFTER DEEP CONTEMPLATION AND THE LEGAL OPINION OF AN ATTORNEY, WE AS A FAMILY, BELIEVE THAT IN THE COURSE OF A SEARCH WARRANT, OUR FOURTH, FIFTH AND SIXTH AMENDMENT RIGHTS WERE VIOLATED, AND THAT THERE WAS AN UTTER DISREGARD TO THE SAFETY OF OUR MINOR SON BY ENDANGERING HIM, LEAVING HIM DETAINED IN THE POTENTIAL LINE OF FIRE OUTSIDE OF OUR HOME, BY FORCING HIM TO WITNESS THE SEARCH OF OUR GARAGE. WE ALSO BELIEVE THAT AN INVESTIGATIONAL DETENTION OF FAITH (HANDCUFFED) AND SON BRAEDEN EXCEEDED WHAT THE SUPREME COURT DEEMS ALLOWABLE, THUS, BY ALL LEGAL STANDARDS, THE INVESTIGATIONAL DETENTION TURNED INTO AN ACTUAL ARREST, IN WHICH NEITHER FAITH OR MINOR SON BRAEDEN WERE MIRANDIZED. (FALSE ARREST) FOR THE PURPOSES OF STAYING WITHIN THE 120 DAY LIMITATION OF WISCONSIN STATUTE 893.80 (1d)(a) WE ARE SIMPLY PUTTING BOTH THE SHEBOYGAN POLICE DEPARTMENT AND THE SHEBOYGAN COUNTY SHERIFFS DEPARTMENT ON NOTICE, AND WILL PROVIDE THE NAMES OF THE PERSONS IN CHARGE, INVOLVED WHEN WE OBTAIN REPORTS FROM BRIAN'S DEFENSE ATTORNEY, KIRK OBEAR. FURTHER, WE ARE PLANNING ON RETAINING THE LAW OFFICE OF JEFF SCOTT OLSON IN THIS MATTER. THANK YOU.

Signature(s) of claimant or claimant's agent:  
FAITH C. DANBROVA ON BEHALF OF MYSELF AND MINOR SON, BRAEDEN Date: NOV. 1, 2015  
Brian Scheele Date: 11-1-15  
Date: \_\_\_\_\_

**NOTICE OF CLAIM AND CLAIM FOR DAMAGES**  
**Pursuant to Wisconsin Statute Section 893.80(1d)(b)**

This Notice must be served upon the appropriate clerk or the person who performs the duties of a clerk or secretary for the local governmental body. Either attach the previously served Notice of Injury or Circumstances to this Notice or provide the additional information which would have been provided in the Notice of Injury or Circumstances form.

Claimant Name(s): BRAEDEN J. SCHEELE (MINOR SON) OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1<sup>ST</sup> ST, UNIT #4  
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Provide an Itemized Statement of the Claim or Relief Sought, including proof of the amount of the claim by means of receipts or itemized estimates, and a specific dollar amount for settlement or alternative relief sought (use additional sheets if necessary):

*PURSUANT TO WISCONSIN STATUTE SECTION 893.80(1d)(b),  
WE WILL PROVIDE DETAILS OF DAMAGE CLAIM UPON ADVICE  
OF AN ATTORNEY.*

Signature(s) of claimant or claimant's agent:

*Paul O. ...* *ON BEHALF OF MYSELF*  
*AND MINOR SON, BRAEDEN*  
*Brian Scheele*

Date: NOV 1, 2015

Date: 11-1-15

Date: \_\_\_\_\_

**VI**

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

Your Committee to whom was referred R.O. No. 239-16-17 by City Clerk submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them; recommends referring to Finance of the new council.

*Finance 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

4.6

R. O. No. 239 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a claim from James Noel for alleged damages to four mailboxes when a snow plow hit them.

*Finance*

---

City Clerk



DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 33-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 28 '17 PM 3:43

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 Noel
2. Home address of Claimant: 2314 W Mark Dr
3. Home phone number: 920 459 8003
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 2-25-17

6. Where did damage or injury occur? (give full description) On Street Mail boxes in front of property 2314 W Mark Dr

7. How did damage or injury occur? (give full description) Snow City Snow Plow hit the 4 mailboxes attached to single Pole with arm holding the mailboxes

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: NA

(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: NA

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



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").

2 mailboxes were damaged and Support Arm broken

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

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

Auto: \$ \_\_\_\_\_

Property: \$ 48.48

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 48.48

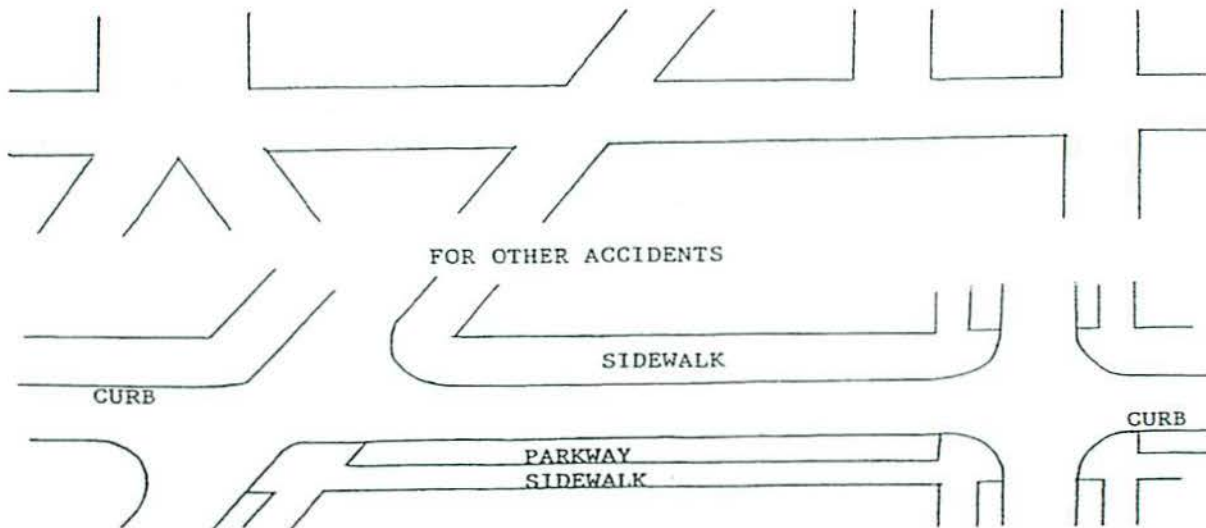
Damaged vehicle (if applicable)

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

James J. Noel

DATE

2-28-17

DATE RECEIVED 2-28-17

RECEIVED BY MD

CLAIM NO. 3316

CLAIM

Claimant's Name:	<u>James Noel</u>	Auto	\$ <u>          </u>
Claimant's Address:	<u>2314 W Mark Dr</u>	Property	\$ <u>48.48</u>
	<u>Sheboygan WI 53083</u>	Personal Injury	\$ <u>          </u>
Claimant's Phone No.	<u>920 459 8003</u>	Other (Specify below)	\$ <u>          </u>
		<b>TOTAL</b>	\$ <u>48.48</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 48.48.

SIGNED James J Noel DATE: 2-28-17

ADDRESS: 2314 West Mark Dr Sheboygan WI 53083

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

2313 W Mark

Use Your  2%  
BIG CARD REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:  
SHEBfrontend@menards.com



Sale Transaction

ELITE POST MOUNT STANDAR	
2156925	14.49
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD #3	
2153984 2 @0.29	0.58
1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "H"	
2154129	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
1-1/2" GOLD LETTER "R"	
2154226	0.29
1-1/2" GOLD LETTER "A"	
2154051	0.29
1-1/2" GOLD LETTER "T"	
2154242	0.29
1-1/2" GOLD LETTER "Y"	
2154297	0.29
<b>TOTAL</b>	<b>17.39</b>
TAX SHEBOYGAN-WI 5.5%	0.96
<b>TOTAL SALE</b>	<b>18.35</b>
Visa Credit 9956	18.35
Auth Code:115292	
Chg. Accepted	

2314 W Mark

Use Your  2%  
BIG CARD REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53083

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SHEBfrontend@menards.com



Sale Transaction

1-1/2" GOLD #2	
2153971	0.29
1-1/2" GOLD LETTER "N"	
2154187	0.29
1-1/2" GOLD #4	
2153997	0.29
1-1/2" GOLD #3	
2153984	0.29
1-1/2" GOLD #1	
2153968	0.29
1-1/2" GOLD LETTER "O"	
2154190	0.29
1-1/2" GOLD LETTER "L"	
2154161	0.29
1-1/2" GOLD LETTER "E"	
2154093	0.29
ELITE POST MOUNT STANDAR	
2156922	14.49
<b>TOTAL</b>	<b>16.81</b>
TAX SHEBOYGAN-WI 5.5%	0.92
<b>TOTAL SALE</b>	<b>17.73</b>
CASH	20.00
CHANGE	2.27-

2307 W Mark

Use Your  2%  
BIG CARD REBATE  
**MENARDS**

**MENARDS - SHEBOYGAN**  
4825 Vanguard Drive  
Sheboygan, WI 53083

KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/26/17

If you have questions regarding the charges on your receipt, please email us at:  
SHEBfrontend@menards.com



Sale Transaction

10X2-1/2" GRK R4 80PK	
2500225	8.66
2X8-3' SPF	
1021867	3.09
<b>TOTAL</b>	<b>11.75</b>
TAX SHEBOYGAN-WI 5.5%	0.65
<b>TOTAL SALE</b>	<b>12.40</b>
CASH	20.00
CHANGE	7.60-
<b>TOTAL NUMBER OF ITEMS =</b>	<b>2</b>

THE FOLLOWING REBATE RECEIPTS WERE  
PRINTED FOR THIS TRANSACTION:  
6717

Now Hiring

**VI**

R. C. No.           - 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

IV

II

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.

*Inance*

---

City Clerk

10

III

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

SUMMONS

MAR 14 '17 PM 3:57

Case No. 17CV0126

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

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 Fuentes, Registered Agent  
1407 S 13th St  
Sheboygan, WI 53081-5247

Defendants.

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

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  
DS



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 15<sup>th</sup> 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.

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

COMPLAINT

Case No. **17CV0126**

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

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.

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        day of March, 2017.

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

By: 

Mark A. Claus  
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  
[Date]

Rolling Meadows  
[City]

IL  
[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 92668  
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. \$ 989.91 . 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-eighth 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 8.575 % 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.

In Date: 

08/28/2005 10:18:54 AM

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 these 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 ceases 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 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  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 [Signature]

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.

[Signature]  
BORROWER DAVID J ROSENTHAL

\_\_\_\_\_  
BORROWER

PAY TO THE ORDER OF  
\_\_\_\_\_  
BORROWER  
WITHOUT RECOURSE  
ARGENT MORTGAGE COMPANY, LLC

BY: [Signature]  
SAM MARZOUK, PRESIDENT

BY: [Signature]  
BORROWER GREGORY D HANSON, G.F.O.

# MORTGAGE

1772968

SHEBOYGAN COUNTY, WI  
RECORDED ON

08/05/2005 01:36PM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 47.00  
TRANSFER FEE:

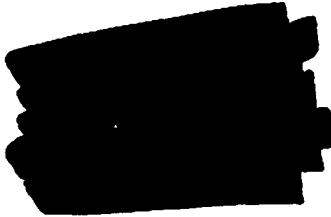
STAFF ID 6  
TRANS # 66184

# OF PAGES: 19

DOCUMENT NUMBER

NAME & RETURN ADDRESS

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



PARCEL IDENTIFIER NUMBER  
59281013860



[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



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

Form 3050 1/01

Page 1 of 15

Initials *DL SR*

VMP MORTGAGE FORMS - (800)521-7291

06/28/2005 10:19:54



## EXHIBIT B



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):

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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.

SHEBOYGAN  
("Property Address"):

[Street]  
[City], Wisconsin 53081 [Zip Code]

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 Signature]

Indebted by: *[Signature]*

[Redacted Signature]

**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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

\_\_\_\_\_

  
\_\_\_\_\_  
DAVID J ROSENTHAL (Seal)  
-Borrower

\_\_\_\_\_

  
\_\_\_\_\_  
SHANNON N. ROSENTHAL (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-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

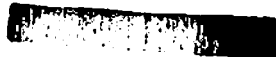
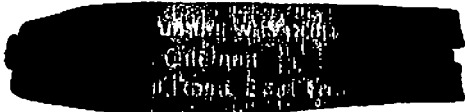
David J. Rosenthal and Shannon Rosenthal

My Commission Expires: 7-20-08



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



**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: 

**(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.

Loan Number: 

Initials 



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.

  
Borrower DAVID J ROSENTHAL

(Seal)  (Seal)  
Borrower SHANNON N. ROSENTHAL

(Seal) \_\_\_\_\_  
Borrower

(Seal) \_\_\_\_\_  
Borrower

Loan Number: 

**EXHIBIT A**

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

**EXHIBIT B**



**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.

[REDACTED] 1

**EXHIBIT C**

Loan Modification Agreement

Page 2 of 2

Loan Number: [REDACTED]

**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.

[Signature] 12/16/09  
Borrower/Date

12-16-2009  
Borrower/Date

[Signature]  
Borrower/Date

12-16-2009  
Borrower/Date

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

Haben-Taffese  
Page 2

N+P 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

Schedules A, B and C of this Commitment consists of 4 page(s)

# LIEN REPORT

VI

R. C. No.         - 16 - 17        . By LAW AND LICENSING. April 17, 2017.

Your Committee to whom was referred R. O. No. 261-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018; recommends referring to the Law and Licensing Committee of the new Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1368	Galstad, Brennan M.	519 N. 27 <sup>th</sup> St.

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0545	Koch Jr., David G.	611 N Water St., #309

*2 of 2 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

IV

II

Other Matters

8.4

R. O. No. 261 - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law & Co*

*4/5/17 - grant all licenses except Brower, Brunner, Evans Galstad, Krajniak, Koch.  
4/17 - grant Brunner, Brower, Evans, send Krajniak to Council with no recommendation, refer to Council Galstad (Koch)*

\_\_\_\_\_  
City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3248	Seeboth Delicatessen	1501 S. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1342	Brower, James L.	2219 Indiana Ave.
6999	Brunner, Jeremy M.	1113 S. 10 <sup>th</sup> St.
1354	Colby, Frederick W.	1331 Bluff Ave.
0627	Daane, Aleyda A.	N3287 St. Hwy 32, Sheb. Falls
1340	Dessart, Emmie M.	710 Buffalo St., Sheb. Falls
1361	Evans, Jennica M.	519 N. 27 <sup>th</sup> St.
1352	Faucher, Staceyann	2242 Lake Aire Dr.
1368	Galstad, Brennan M.	519 N. 27 <sup>th</sup> St.
7004	Halada, Kimberly A.	813 Huron Ave.
1401	Hietala, Jason P.	914 Kentucky Ave.
1398	Krajniak, Squire G.	1332 N. 15 <sup>th</sup> St.
1349	Mata, Mallory A.	2304 Cooper Ave.
1393	Maurin, Trevor J.	1924 S. 11 <sup>th</sup> St.
1378	Riasat, Khurum D.	628 W. Riverside Dr. Lower, Kohler

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William David	4454 S. 8 <sup>th</sup> St.
0545	Koch Jr., David G.	611 N Water St., #309
1338	Rodriguez Acosta, Samuel M.	1547 N. 20 <sup>th</sup> St.



10

11

**VI**

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

Your Committee to whom was referred R.O. No. 280-16-17 by City Clerk submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38<sup>th</sup> St. when a Shoreline Metro bus slid off the road; recommends referring to Finance of the new council.

*Finance of  
the 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

4.2

R. O. No. 280 - 16 - 17. By CITY CLERK. April 5, 2017.

Submitting a claim from Thana Frank for damage incurred to her ditch at 1730 N. 38<sup>th</sup> St. when a Shoreline Metro bus slid off the road.

---

City Clerk

Finance

DATE RECEIVED 3-30-17

RECEIVED BY MD

CLAIM NO. 34-16

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: Thana Frank
- 2. Home address of Claimant: 1730 N. 38<sup>th</sup> Street Sheboygan WI 53081
- 3. Home phone number: 920-207-0685
- 4. Business address and phone number of Claimant: Aurora Sheboygan Clinic  
2414 Kohler Memorial Dr. Sheboygan WI 53081 920-457-4461 ext: 1826
- 5. When did damage or injury occur? (date, time of day) Wednesday, March 1, 2017, morning
- 6. Where did damage or injury occur? (give full description) Shoreline Metro  
slid off into our ditch, and caused significant ruts in  
our grass and ditch. Deep, long ruts. Torn up our grass.
- 7. How did damage or injury occur? (give full description) Shoreline Metro  
bus slid off the road, causing damage to our ditch.  
Pulling out the bus via tow truck caused more  
significant ruts. Torn up our grass.
- 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  
n/A  
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  
n/A
  - (b) Claimant's statement of basis for such liability: n/A  
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").

Property damage to our ditch, significant ruts and  
torn up grass. No injuries.

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

n/A

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

Auto: \$ n/A

Property: \$ 165.00

Personal injury: \$ n/A

Other: (Specify below) \$ n/A

**TOTAL** \$ 165.00

Damaged vehicle (if applicable)

Make: n/A Model: n/A Year: n/A Mileage: n/A

Names and addresses of witnesses, doctors and hospitals: n/A

n/A

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.

n/A

SIGNATURE OF CLAIMANT



DATE 03-08-17

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

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

MAR 30 '17 AM 11:05

CLAIM NO. 3416

CLAIM

Claimant's Name:	<u>Thana Frank</u>	Auto	\$ <u>n/A</u>
Claimant's Address:	<u>1730 N. 38<sup>th</sup> Street</u>	Property	\$ <u>165.00</u>
	<u>Sheboygan WI 53081</u>	Personal Injury	\$ <u>n/A</u>
Claimant's Phone No.	<u>920-207-0685</u>	Other (Specify below)	\$ <u>n/A</u>
		<b>TOTAL</b>	\$ <u>165.00</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 165.00.

SIGNED *Thana Frank* DATE: 03-08-17

---

ADDRESS: 1730 N. 38<sup>th</sup> Street Sheboygan, WI 53081

---

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

1730 N 38<sup>th</sup> Street  
Sheboygan, WI 53081

Dear Resident:

On Wednesday, March 1, 2017, a Metro Connection bus was involved in an incident at your residence. The bus slid off the roadway during a snowstorm and may have caused some damage to your property. I was able to take pictures of the area for our record on the afternoon of March 2, 2017.

If you feel the damage to your property was the result of the aforementioned incident, you have the right to file a claim with the City of Sheboygan. Shoreline Metro is owned and operated by the City of Sheboygan. All claims must be received by the Clerk's Office at City Hall in Sheboygan. For more information on filing a claim, please visit their office on the first floor of City Hall or contact them at (920) 459-3361.

Sincerely,



Derek Muench  
Director of Transit & Parking  
City of Sheboygan  
(920) 459-3140



Thana Frank &lt;thanaagnes@gmail.com&gt;

---

**Landscape Estimate**

1 message

---

**Superior Lawn & Garden** <Superiorlawnandgarden@excel.net>

Thu, Mar 16, 2017 at 9:03 AM

To: thanaagnes@gmail.com

Hello Thana,

The estimate would be as follows:

Place pulverized topsoil in ditch area

Seed, fertilize, and cover

Total: \$165.00 + Tax

Please let us know how you wish to proceed!

Thanks,

*John*

Superior Lawn and Garden Center, LLC

6510 Superior Ave.

Kohler, WI 53044

Phone #: (920) 467-2031

Fax #: (920) 467-3988

Email: superiorlawnandgarden@excel.net



**VI**

R. C. No.     - 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*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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,

Case Code: 30402  
30405  
30201

and

16CV0259

Case No. \_\_\_\_\_

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.

CLERK CIRCUIT COURT  
FILED  
16 MAY 17 10:53  
SHEBOYGAN  
WISCONSIN

Process Server	<i>Paul J. [Signature]</i>
Date	<i>5/14/16</i>
Time	<i>4:35 A.M. - P.M.</i>
Served Upon	<i>Sue Richards</i>
	<i>828 Center Ave Sheboygan</i>
<input type="checkbox"/> Personal	<input checked="" type="checkbox"/> Substitute
<input type="checkbox"/> Posted	<input checked="" type="checkbox"/> Corporate

SUMMONS

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

Process Server  
Date: 11/11/11  
Time: 10:11 AM  
Server: 10.10.10.10

( ) Substrate  
( ) Substrate

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 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081 and to Rohde Dales LLP, Plaintiffs' attorneys, whose address is 607 North 8<sup>th</sup> 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 16<sup>th</sup> 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 8<sup>th</sup> 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,

Case Code: 30402  
30405  
30201

and

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

Case No. 16CV0259

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.

**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:

SHEBOYGAN  
WISCONSIN  
16 MAR 17 10:53  
CLERK CIRCUIT COURT  
FILED

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 16<sup>th</sup> 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

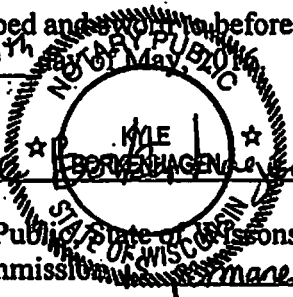
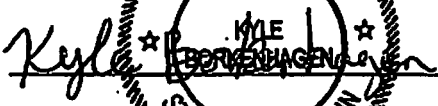
P.O. Address:  
607 North 8<sup>th</sup> Street, Suite 700  
Sheboygan, WI 53081  
Telephone (920) 458-5501  
Facsimile (920) 458-5874

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 10<sup>th</sup> day of May, 2016

  
  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires 12/31/2018

**VI**

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

Your Committee to whom was referred R. C. No. 341-16-17 by Finance and R. O. No. 222-16-17 by the City Clerk submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*meg*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**

3.20

R. C. No. 341-16-17. By FINANCE. March 6, 2017.

Your Committee to whom was referred R. O. No. 222-16-17 by the City Clerk submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Re-refer  
Finance  
cc + Ad.*

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

R. O. No. 222 - 16 - 17. By CITY CLERK. February 6, 2017.

Submitting a claim from Brittany A. Bremer for alleged damages to her parked vehicle when a snow plow hit a man hole cover and it went flying into her car.

~~Finance~~  
deny & send  
Not of Disallowance

\_\_\_\_\_  
City Clerk

55

III

183



DATE RECEIVED 2/3/17

RECEIVED BY ipl

CLAIM NO. 30-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 3 '17 PM 12:21

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: Brittany A. Bremer

2. Home address of Claimant: 721 Zimbal Ave Sheboygan, WI 53081

3. Home phone number: (920) 627-7335

4. Business address and phone number of Claimant: 2135 S. Business dr, Sheboygan, WI 53081

5. When did damage or injury occur? (date, time of day) 1/31/17 approx 3:00 am

6. Where did damage or injury occur? (give full description) Car was parked on the south side of the residence facing east.

7. How did damage or injury occur? (give full description) Plow came through. Hit man hole cover and it went flying into my 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: \_\_\_\_\_

(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").

damage to rear driver bumper, quarter panel, rocker, + wheel.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ ~3000

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ will need rental during repair

TOTAL \$ ~3000

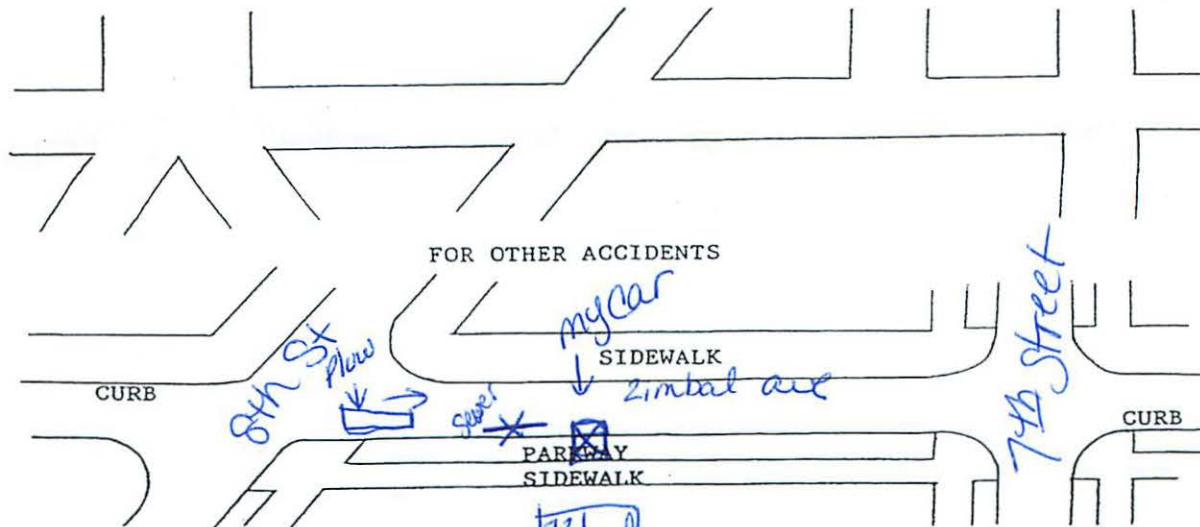
Damaged vehicle (if applicable)

Make: Nissan Model: Sentra Sr Year: 2013 Mileage: 54,354

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

Brittany Bremer

DATE

2/2/17

DATE RECEIVED 2/2/17

RECEIVED BY ckl

CLAIM NO. 30-16

CLAIM

Claimant's Name: Brittany A. Bremer  
Claimant's Address: 721 Zimbal Ave  
Sheboygan, WI 53081  
Claimant's Phone No (920) 627-7335

Auto \$ ~3000  
Property \$ \_\_\_\_\_  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ car rental  
**TOTAL** \$ ~3000

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 \$ ~3000.

SIGNED Brittany Bremer

DATE: 2/2/17

ADDRESS: 721 Zimbal Ave Sheboygan WI 53081

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

**SHEBOYGAN COLLISION CENTER**  
**CHEVROLET - BUICK - GMC - CADILLIAC 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 \*\*\***

02/02/2017 12:11 PM

**Owner**

**Owner:** BRITTANY BREMER  
**Address:** 721 ZIMBAL AVE  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)627-7335  
**FAX:**

**Inspection**

**Inspection Date:** 02/02/2017 12:12 PM  
**Primary Impact:** Left Rear 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: 9**

**Remarks**

ESTIMATE OPEN FOR HIDDEN DAMAGES:  
 ORIGINAL / INITIAL ESTIMATE:

**Vehicle**

2013 Nissan Sentra SR 4 DR Sedan  
 4cyl Gasoline 1.8  
 Continuously Variable Tr

**Lic.Plate:** 952WLA  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** LIQUID PLATINUM MET  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** K23

**Lic State:** WI  
**VIN:** 3N1AB7AP1DL706862  
**Mileage:** 54,354  
**Mileage Type:** Actual  
**Code:** Z1784F  
**Int. Color:** Charcoal  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:** G

**Options - AudaVIN Information Received**

<b>1st Row LCD Monitor(s)</b>	2nd Row Head Airbags	AM/FM CD Player
Air Conditioning	Alarm System	Aluminum/Alloy Wheels
<b>Amplifier</b>	Anti-Lock Brakes	<b>Auto Headlamp Control</b>
<b>Automatic Dimming Mirror</b>	Auxiliary Audio Input	<b>Bose Sound System</b>
Bucket Seats	<b>Cargo/Trunk Mat</b>	<b>Cargo/Trunk Net</b>
Center Console	Chrome Trim	Compact Spare Tire
Cruise Control	Digital Clock	Dual Airbags
<b>Electronic Compass</b>	<b>Floor Mats</b>	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
<b>IPOD Control</b>	<b>Illuminated Visor Mirror</b>	Intermittent Wipers
<b>Keyless Access System</b>	Keyless Entry System	<b>Keyless Ignition System</b>
LED Brakelights	<b>Leather Shift Knob</b>	<b>Leather Steering Wheel</b>
Lighted Entry System	Limited Slip Differential	MP3 Decoder
<b>Navigation System</b>	Power Brakes	Power Door Locks
Power Mirrors	<b>Power Moonroof</b>	Power Steering
Power Windows	Pwr Accessory Outlet(s)	Rear Spoiler
<b>Rear View Camera</b>	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	<b>Sirius Satellite Radio</b>	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	<b>Touch Screen Display</b>	Traction Control System
Trip Computer	<b>USB Audio Input(s)</b>	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
<b>Stripes And Mouldings</b>									
1	E	371		Deflector,Rocker Panel LT	768513RM0E	\$238.08		0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish			1.4	RF
					1.2 Surface				
					0.2 Two-stage				
<b>Wheels</b>									
3	UC	948	46	Wheel,Rear LT >> KEYSTONE	Replace Reconditioned	\$189.00*		0.0*	SM
<b>Rear Doors</b>									
4	BR	289	13	Pnl,Rear Door Outer LT	Blend Refinish			2.0	RF
					0.9 Blend				
					0.6 Two-stage setup				
					0.5 Two-stage				
5	RI	334		Mldg,Rear Door Belt LT	R & I Assembly			0.2	SM
6	RI	305		Handle,RR Door Outer LT	R & I Assembly			1.0	SM
<b>Quarter And Rocker Panel</b>									
7	BR	432		Panel,Bodyside Otr Upr LT	Blend Refinish			1.0	RF
					0.7 Blend				
					0.3 Two-stage				
8	I	389		Panel,Quarter LT	Repair			8.0*	SM
9	L	389		Panel,Quarter LT	Refinish			2.6	RF
					2.2 Surface				
					0.4 Two-stage				
10	E	472	01	Tape,Quarter Lower LT >> ROCKER MOLDING CHIP TAPE	788173BA0A	\$27.65		0.2	SM
11	L	395		Pillar,Body Lock LT	Refinish			1.2	RF
					1.0 Surface				
					0.2 Two-stage				

12	SB	502	Glass,Quarter Vent T LT >> LAKESHORE AUTO GLASS	Sublet Repair	\$70.00*	+25.00	SM
13	SB	467	Sealant Kit,Qtr Glass LT	Sublet Repair	\$15.00*		SM

**Inner Quarter & Panels**

14	I	401	07 Pnl,Wheelhouse Outer LT	Repair			1.0*	SM
15	L	401	Pnl,Wheelhouse Outer LT	Refinish			1.1	RF
				0.9 Surface				
				0.2 Two-stage				

**Rear Bumper**

16	N	569	RR Bumper Cvr Overhaul	Additional Labor			1.8	SM
17	I	566	Cover,Rear Bumper	Repair			2.0*	SM
18	L	566	Cover,Rear Bumper	Refinish			3.2	RF
				2.7 Surface				
				0.5 Two-stage				

**Rear Body, Lamps And Floor Pan**

19	RI	533	Taillamp Assembly,Otr LT	R & I Assembly			INC	SM
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**Manual Entries**

20	L		Cover Car Exterior	Refinish	\$5.00*			SM
21	SB		Hazardous Waste	Sublet Repair	\$5.00*			RF*
22	L		Corrosion.Protection	Refinish	\$10.00*		0.2*	SM
23	SB		Wheel Balance	Sublet Repair	\$15.00*			SM
			>> LR					
24	L		Flex Additive	Refinish	\$6.00*			SM
25	SB		4Wheel Alignment	Sublet Repair	\$69.95*			SM
25	Items							

**MC Message**

01	CALL DEALER FOR EXACT PART # / PRICE
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		\$265.73	
Other Parts		\$210.00	
Paint & Materials	12.5 Hours @ \$38.00	\$475.00	
Parts & Material Total			\$950.73
Tax on Parts & Material	@ 5.500%		\$52.29

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.4	12.8	15.2	\$881.60
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$58.00	12.5		12.5	\$725.00

Labor Total			27.7 Hours	\$1,606.60
Tax on Labor	@ 5.500%			\$88.36
Sublet Repairs				\$192.45
Tax on Sublet	@ 5.500%			\$10.58
Gross Total				\$2,901.01
Net Total				\$2,901.01

Alternate Parts Y/01/00/00/01/00 CUM 01/00/00/01/00 Zip Code: 53081 Default  
Recycled Parts NOT REQUESTED  
Rate Name Default

Audatex Estimating 8.0.035 ES 02/02/2017 12:26 PM REL 8.0.035 DT 12/01/2016 DB 02/01/2017  
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**2.9 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/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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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 \*\*\*

02/01/2017 11:09 AM

Owner

Owner: Brittany Bremer  
Address: 721 Zimbal Ave  
City State Zip: Sheboygan, WI 53081  
Email: fitbritt87@gmail.com  
Cell: (920)627-7335  
FAX:

Inspection

Inspection Date: 02/01/2017 02:07 PM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Primary Impact: Left Rear Side  
Driveable: Yes  
Inspection Type: Drive In  
Contact: Phil Black  
Work/Day: (920)457-5494x  
FAX: (920)457-6495x  
Secondary Impact:  
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: 4\*

Remarks

\*\*\* Original Estimate \*\*\*

Vehicle

2013 Nissan Sentra SR 4 DR Sedan  
4cyl Gasoline 1.8  
Continuously Variable Tr

Lic.Plate: 952-WLA  
Lic Expire:  
Prod Date: 03/2013  
Veh Insp# :  
Condition:  
Ext. Color: LIQUID PLATINUM MET  
Ext. Refinish: Two-Stage  
Ext. Paint Code: K23  
Lic State: WI  
VIN: 3N1AB7AP1DL706862  
Mileage: 54,333  
Mileage Type: Actual  
Code: Z1784F  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

Options

2nd Row Head Airbags  
Alarm System  
AM/FM CD Player  
Aluminum/Alloy Wheels  
Air Conditioning  
Anti-Lock Brakes



Auxiliary Audio Input	Bucket Seats	Center Console
Chrome Trim	Compact Spare Tire	Cruise Control
Digital Clock	Dual Airbags	Fog Lights
Ground Effects Package	Halogen Headlights	Head Airbags
Intermittent Wipers	Keyless Entry System	LED Brakelights
Lighted Entry System	Limited Slip Differential	MP3 Decoder
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Pwr Accessory Outlet(s)
Rear Spoiler	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
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
<b><u>Stripes And Mouldings</u></b>										
1	E	371		Deflector,Rocker Panel LT	768513RM0E	\$238.08			0.8	SM
2	L	371		Deflector,Rocker Panel LT	Refinish 1.2 Surface 0.2 Two-stage				1.4	RF
3	E	1087		Clip,Rocker Panel Mldg LT	0155309611	\$30.75*				SM
4	E	409		Mldg,Qtr Whl Opening LT	938833SH2A	\$9.69			0.2	SM
<b><u>Wheels</u></b>										
5	UC	991		Wheel,Front LT >> >>Keystone {17" dark siver 10 }Spoke	Replace Reconditioned	\$189.00*			0.4	SM
<b><u>Front Suspension</u></b>										
6	N	970		Susp Align,4 Wheel	Additional Labor				1.5*	SM*
<b><u>Rear Doors</u></b>										
7	BR	289		Pnl,Rear Door Outer LT	Blend Refinish 0.8 Blend 0.4 Two-stage				1.2	RF
8	RI	334		Mldg,Rear Door Belt LT	R & I Assembly				0.2	SM
9	RI	307		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
10	RI	305		Handle,RR Door Outer LT	R & I Assembly				1.0	SM
<b><u>Quarter And Rocker Panel</u></b>										
11	RI	366		Mldg,Bodyside Panel LT	R & I Assembly				0.3	SM
12	BR	199	13	Panel,Rocker LT	Blend Refinish 0.8 Blend 0.6 Two-stage setup 0.4 Two-stage				1.8	RF
13	I	389		Panel,Quarter LT	Repair				7.5*	SM
14	L	389		Panel,Quarter LT	Refinish 2.2 Surface 0.4 Two-stage				2.6	RF
15	E	472	01	Tape,Quarter Lower LT	788173BA0A	\$27.65			0.2	SM
16	L	395		Pillar,Body Lock LT	Refinish 1.0 Surface 0.2 Two-stage				1.2	RF
17	SB	502		Glass,Quarter Vent T LT >> >>R & I AND Seal Kit	Sublet Repair	\$87.50*				SM

**Rear Bumper**

18	N	569	RR Bumper Cvr Overhaul	Additional Labor		1.8	SM
19	I	566	Cover,Rear Bumper	Repair		1.0*	SM
20	L	566	Cover,Rear Bumper	Refinish		3.2	RF
				2.7 Surface			
				0.5 Two-stage			

**Rear Body. Lamps And Floor Pan**

21	RI	533	Taillamp Assembly,Otr LT	R & I Assembly		INC	SM
----	----	-----	--------------------------	----------------	--	-----	----

**Manual Entries**

22	L	M14	Corrosion Protection	Refinish		0.2*	RF
23	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
			Quantity of 1 @ \$5.00* each				
24	EC		Flex Additive	Replace Economy	\$6.50*		RF
			Quantity of 1 @ \$6.50* each				
25	N		De-Nib and polish	Additional Labor			SM*
26	N		Hazad, waste	Additional Labor	\$5.00*		SM
26	Items						

**MC Message**

01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts		\$306.17
Other Parts		\$205.50
Paint & Materials	11.6 Hours @ \$38.00	\$440.80
Parts & Material Total		\$952.47
Tax on Parts & Material	@ 5.500%	\$52.39

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	3.3	11.8	15.1	\$875.80	
Mech/Elec (ME)	\$75.00					
Frame (FR)	\$70.00					
Refinish (RF)	\$58.00	11.6		11.6	\$672.80	
<b>Labor Total</b>				26.7 Hours		\$1,548.60
Tax on Labor		@ 5.500%			\$85.17	
Sublet Repairs					\$87.50	
Tax on Sublet		@ 5.500%			\$4.81	
<b>Gross Total</b>						\$2,730.94
<b>Net Total</b>						\$2,730.94

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
SPPL Yes Zip Code: 53081 Default  
Rate Name Default

Audatex Estimating 8.0.134 ES 02/01/2017 02:22 PM REL 8.0.134 DT 01/01/2017 DB 01/15/2017  
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**2.7 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/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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**VI**

5.18

R. C. No. 437 - 16 - 17. By BUILDING USE COMMITTEE. April 17, 2017.

Your Committee to whom was referred R. O. No. 172-16-17 by the City Administrator and the Director of Planning and Development submitting a summary of options regarding renovating the current City Hall or constructing a new City Hall; recommends Options 1 and 2, and discarding Options 3-4-5 but consider Options 6, 7, 8 if City Hall remodeling isn't viable (see attached spreadsheet).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

7.1

Building Use

R. O. No. 172 16 - 17. By CITY ADMINISTRATOR AND  
DIRECTOR OF PLANNING AND DEVELOPMENT.  
December 5, 2016.

Submitting a summary of options regarding renovating the current City Hall or constructing a new City Hall.

Option 1: Renovate the existing City Hall. Earlier in 2016, the City of Sheboygan hired Bray Architects to complete a feasibility study on renovating City Hall. The original estimate to renovate the facility was approximately \$11,200,000. This option included a complete renovation of the basement, first, second, third and fourth floors. This option added an all glass grand lobby to the north side of the building, new stair towers, new elevator, complete relocation and renovation of the bathrooms, and new front drive through entrance on the north side of the building. This option would follow what other communities are creating in that the public areas of city hall operations would be segregated from the administration.

Option 2: Renovate the existing City Hall. With feedback from the Common Council, the Strategic Fiscal Planning Committee, at its April 11 meeting, established a renovation budget not to exceed \$8,000,000. Bray Architects re-designed the building for a revised cost estimate of approximately \$8,464,500. The revised plan includes complete renovation of the first, second and third floors. The plan does not include renovating the basement and the fourth floor. The revised Bray Architects' budget assumes approximately \$100,000 for relocation activities, but it is difficult to estimate the costs associated with the relocation of office furnishing, set up of computer hub for all City operations, and set up of leased space data and phone services, and office space lease during the construction phase. The cost to relocate during construction could range from \$100,000 to \$500,000.

Option 3: New City Hall at 604 North Eighth Street. The purchase of this Wisconsin Bank and Trust property includes the parking lot to the north and west of the existing 1.5 story bank building. Should the Common Council select this option, the existing bank building would be demolished allowing for a new building with Wisconsin Bank and Trust and City Hall as tenants. The building would function similar to a condominium development where the bank will own their portion of the building and the City owns their portion. The estimated square footage of the new City Hall space would be approximately 25,400 (or first floor at estimated 2,600 square feet, second, third and fourth floors at 7,600 square feet each), similar to the renovated size of the existing City Hall at 25,368 square feet (which is equivalent to the first, second and third floors being remodeled). The estimated cost to acquire the land and construct the City Hall portion of the building is approximately \$7,911,800. The building could be designed, similar to the Mead Library, to allow for another floor to be added in the future, should additional space be needed in an expansion of City Hall staff or a fifth floor shell could be included for a future build-out.

With recent developments in downtown Sheboygan and the interest from major

employers wanting to expand in downtown Sheboygan, the need in the near future to construct a downtown parking structure will become necessary. As part of the TID No. 16 project plan, a parking structure was included to be built in 2018-2019. Under the project plan, a parking structure would be developed as part of the new bank/city hall building in the existing parking lot to the west of the current bank building. Locating the parking structure at this site would allow the opportunity for infill development and additional tax base to occur on five existing surface parking lots that could be consolidated into the parking garage and continue to provide centralized parking within 500 feet of the proposed structure. Under this option, the existing City Hall would be sold to a developer for conversion into market rate apartments, generating approximately \$259,300 in new property tax revenue. This option would also allow for approximately \$530,000 in new property tax revenue from infill development opportunities. Design of the new building would meet the Eighth Street Design Guidelines and be aesthetically appealing to augment the existing historic buildings adjacent to the proposed site.

Option 4: New City Hall at North 10th Street and Wisconsin Avenue. This option includes constructing a new 25,368 square foot City Hall building on property that is owned by the Redevelopment Authority of Sheboygan. This property is considered an open environmental site in the Wisconsin Department of Natural Resources database. With the proposed environmental remediation, this option is estimated to cost approximately \$8,089,200. Under this option, the existing City Hall would be sold for conversion into market rate apartments, generating approximately \$259,300 in new property tax revenue.

Option 5: New City Hall on Parking Lot west of Mead Public Library. This option includes constructing a new 25,368 square foot building in the parking lot that is owned by the Parking Utility. This option would take approximately half of the available parking stalls and require a parking structure to be built to service the library participants. This option is estimated to cost approximately \$7,054,300. Under this option, the existing City Hall would be sold for conversion into market rate apartments, generating approximately \$259,300 in new property tax revenue. The location of the parking structure is outside of the area of daily users and has a large concentration of residential housing to the west that would not have a need to be served by the structure.

Option 6: New City Hall on Parking Lot north of South Ninth Street. This option would include constructing a new 25,368 square foot building in an existing Parking Utility-owned parking lot with the front of the City Hall being on the one-way South Ninth Street and the facility being accessed by existing alleyways. This option is estimated to cost approximately \$7,066,800. Under this option, the existing City Hall would be sold for conversion into market rate apartments, generating approximately \$259,300 in new property tax revenue.

Option 7: New City Hall on Parking Lot adjacent to Pennsylvania Avenue (east of Penn Avenue Pub). This option would include constructing a new 25,368 square foot building in an existing Parking Utility-owned parking lot with the front of the building facing Pennsylvania Avenue. This option is estimated to cost approximately \$6,990,800. Under this option, the existing

City Hall would be sold for conversion into market rate apartments, generating approximately \$259,300 in new property tax revenue. The estimated costs related to the options are listed below:

**Preliminary Cost Estimates for City Hall Project**

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	Renovation	WB&T Site*	10th St/ Wisc Av	Mead Public Library	9th St Parking Lot	Penn Av Parking Lot
<b>Revenues:</b>						
Sale of Excess Land	\$ -	\$ 125,000	\$ -		\$ -	\$ -
Sale of Land to Parking Utility		\$ 100,000				
Sale of City Hall		\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
<b>Total Revenue</b>	\$ -	\$ 525,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
<b>Expenses:</b>						
Existing Demolition	\$ 209,400	\$ 150,000	\$ 115,000	\$ 50,000	\$ 50,000	\$ 50,000
Renovation/Construction	\$ 6,254,900	\$ 5,476,600	\$ 5,867,300	\$ 5,466,600	\$ 5,476,600	\$ 5,416,600
General Construction	\$ 543,000	\$ 511,200	\$ 530,300	\$ 510,400	\$ 511,200	\$ 505,700
Project Contingency	\$ 280,300	\$ 513,200	\$ 532,300	\$ 512,300	\$ 513,200	\$ 507,700
Architectural/Engineering	\$ 400,800	\$ 458,600	\$ 475,600	\$ 457,800	\$ 458,600	\$ 453,600
Soft Costs	\$ 481,000	\$ 205,000	\$ 216,500	\$ 205,000	\$ 205,000	\$ 205,000
Land Acquisition	\$ -	\$ 970,000	\$ -	\$ -	\$ -	\$ -
Furnishings	\$ 195,100	\$ 152,200	\$ 152,200	\$ 152,200	\$ 152,200	\$ 152,200
Environmental Remediation			\$ 500,000			
Temporary Relocation	\$ 100,000	\$ -	-	-	-	-
<b>Total Expenses</b>	\$ 8,464,500	\$ 8,436,800	\$ 8,389,200	\$ 7,354,300	\$ 7,366,800	\$ 7,290,800
<b>Net Project Cost Estimate</b>	\$ 8,464,500	\$ 7,911,800	\$ 8,089,200	\$ 7,054,300	\$ 7,066,800	\$ 6,990,800
<b>Leverage Annual Property Taxes</b>	\$ -	\$ 530,580	\$ 259,300	\$ 259,300	\$ 259,300	\$ 259,300

Options 2 - 6: 25,368 square feet for new construction

Options 1 - 6: Does not include land survey nor construction manager

Option 2: Does not include 4,000 square foot of costs associated with the bank (which will be paid by the bank).

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CITY ADMINISTRATOR

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DIRECTOR OF PLANNING  
AND DEVELOPMENT

Preliminary Cost Estimates City Hall Project Options

	Option 1 Renovate Existing City Hall Full	Option 2 Renovate Existing City Hall Partial	Option 3 Wisconsin Bank & Trust	Option 4 Alternative Existing Building	Option 5 10th St. & Wisconsin Ave.	Option 6 Mead Public Library Parking Lot	Option 7 9th St./Swing Parking Lot	Option 8 Pennsylvania Ave Parking Lot
<b>Revenues:</b>								
Sale of Excess Land	\$ -	\$ -	\$ (125,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Land to Parking Utility	\$ -	\$ -	\$ (10,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of City Hall	\$ -	\$ -	\$ (300,000)	\$ (300,000)	\$ (300,000)	\$ (300,000)	\$ (300,000)	\$ (300,000)
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (435,000)</b>	<b>\$ (300,000)</b>	<b>\$ (300,000)</b>	<b>\$ (300,000)</b>	<b>\$ (300,000)</b>	<b>\$ (300,000)</b>
<b>Expenses:</b>								
Existing Demolition	\$ 289,800	\$ 209,400	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Renovation/Construction	\$ 7,934,100	\$ 6,254,900	\$ 5,476,600	\$ 5,000,000	\$ 5,867,300	\$ 5,466,600	\$ 5,466,600	\$ 5,466,600
General Construction	\$ 760,700	\$ 544,300	\$ 511,200	\$ 511,200	\$ 511,200	\$ 511,200	\$ 511,200	\$ 511,200
Project Contingency	\$ 763,700	\$ 280,300	\$ 513,200	\$ 513,200	\$ 513,200	\$ 513,200	\$ 513,200	\$ 513,200
Architectural/Engineering	\$ 682,400	\$ 400,800	\$ 458,600	\$ 458,600	\$ 458,600	\$ 458,600	\$ 458,600	\$ 458,600
Soft Costs	\$ 361,395	\$ 481,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000	\$ 205,000
Land Acquisition	\$ -	\$ -	\$ 970,000	\$ -	\$ -	\$ -	\$ -	\$ -
Furnishings	\$ 255,600	\$ 195,100	\$ 152,200	\$ 152,200	\$ 152,200	\$ 152,200	\$ 152,200	\$ 152,200
Environmental Remediation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Temporary Relocation	\$ 100,000	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Developer's Incentive	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
<b>Net Project Cost Estimate</b>	<b>\$ 11,147,695</b>	<b>\$ 8,465,800</b>	<b>\$ 8,756,800</b>	<b>\$ 7,310,200</b>	<b>\$ 8,177,500</b>	<b>\$ 7,776,800</b>	<b>\$ 7,776,800</b>	<b>\$ 7,776,800</b>
Leverage Annual Property Taxes	\$ -	\$ -	\$ 530,580	\$ -	\$ -	\$ -	\$ -	\$ -