

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

I

Hearing No.       - 16 - 17. March 20, 2017.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening regarding an ordinance repealing and recreating Section 15.915 of the City of Sheboygan Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

All interested persons will now be heard.

Publish - March 3<sup>rd</sup> and 10<sup>th</sup>, 2017

(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., March 20, 2017 in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed change to the text of the City of Sheboygan's Official Zoning Ordinance. The purpose of the change is to repeal and recreate Section 15.915 of the City of Sheboygan Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

SUSAN RICHARDS  
City Clerk

I

Hearing No. \_\_\_\_\_ - 16 - 17. March 20, 2017.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District I.

Any interested persons may be heard.

11

## **PARKING ASSESSMENT DISTRICT**

### **CITY OF SHEBOYGAN**

**In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2016 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.**

**Parking Assessment District I is that area of the City generally bounded by N. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> St. on the west, Ontario Ave. on the north and Center Ave. on the south.**

**Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.**

**Parking Assessment District IV is that area of the City generally bounded by a line along South 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> St.**

**Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.**

**PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 20, 2017 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.**

**Nancy Buss  
Finance Director**

I

Hearing No. \_\_\_\_\_ - 16 - 17. March 20, 2017.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District II.

Any interested persons may be heard.

## **PARKING ASSESSMENT DISTRICT**

### **CITY OF SHEBOYGAN**

**In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2016 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.**

**Parking Assessment District I is that area of the City generally bounded by N. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> St. on the west, Ontario Ave. on the north and Center Ave. on the south.**

**Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.**

**Parking Assessment District IV is that area of the City generally bounded by a line along South 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> St.**

**Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.**

**PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 20, 2017 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.**

**Nancy Buss  
Finance Director**

I

Hearing No. \_\_\_\_\_ - 16 - 17. March 20, 2017.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District IV.

Any interested persons may be heard.

## **PARKING ASSESSMENT DISTRICT**

### **CITY OF SHEBOYGAN**

**In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2016 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.**

**Parking Assessment District I is that area of the City generally bounded by N. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> St. on the west, Ontario Ave. on the north and Center Ave. on the south.**

**Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.**

**Parking Assessment District IV is that area of the City generally bounded by a line along South 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> St.**

**Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.**

**PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 20, 2017 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.**

**Nancy Buss  
Finance Director**

I

Hearing No. \_\_\_\_\_ - 16 - 17. March 20, 2017.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District V.

Any interested persons may be heard.

II

## PARKING ASSESSMENT DISTRICT

### CITY OF SHEBOYGAN

In accordance with Section 66.079 and 66.60, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2016 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7<sup>th</sup> St. on the east, N. 9<sup>th</sup> St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12<sup>th</sup> St., south of Clara Ave. and north of Broadway between the north-south alleys on either side of South 12<sup>th</sup> St.

Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.60 (3) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 20, 2017 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.

Nancy Buss  
Finance Director

II

R. O. No.     - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting various license applications.

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

---

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1136	Hoppe Tree Service LLC	1813 S. 73 <sup>rd</sup> St., Milwaukee

Consent

II

R. O. No.           - 16 - 17. By SHEBOYGAN SUSTAINABLE TASK FORCE. March 20, 2017.

Your Task Force met and discussed the Green Tier Annual Report for 2016 and recommends the Common Council adopt the report and submits the report to the Green Tier Legacy Communities Charter to meet the requirements of being a member of the Green Tier Charter.

*Consent*

---

Director of City Planning

# Green Tier Legacy Communities Annual Report



**City of Sheboygan, Wisconsin  
February, 2017**

## City of Sheboygan Sustainability Goals -----

Sheboygan's sustainability goals, policies, and action steps are outlined in the 2014 City of Sheboygan Sustainability Plan. The plan can be found here: <http://www.sheboyganwi.gov/wp-content/uploads/2015/03/Sustainability-Plan.pdf>

## Green Tier Strategy Options -----

## Summary of 2016 Actions -----



**Farmers market booth composting-** an estimated 20% of waste collected in Sheboygan is food waste. During the summer of 2016 a sub-group of the Sustainable Sheboygan Task Force focused on composting held a booth at the Saturday farmers market which reached 230 people. This effort brought awareness to what composting is and what it can be used for in order to reduce the amount of food waste going into a landfill and to increase nutrient dense soil for plants.

**Created website for SSTF-** A sub-group of the Sustainable Sheboygan Task Force's goal was to increase communication related to sustainability and they did so by creating a website, [sustainsheboygan.com](http://sustainsheboygan.com). This is a website to inform the public about Sheboygan's commitment and achievements in sustainability. This website has events, information about what each group has accomplished and their goals, as well as basic information on what sustainability is and means.

**Rain Barrels for sale at Maywood-** The Sustainable Sheboygan Task Force's rain barrel group held multiple open house events at Maywood Environmental Park where anyone could purchase a complete rain barrel kit in order to control and repurpose residential rainwater runoff. Six kits have been sold so far, and the kits will be made continuously available.

**Recycling education and outreach-** The Sustainable Sheboygan Task Force's recycling group has created a presentation to inform elementary school children about what recycling is, why to do it, and how they can help. In hopes they will go home inspired and start recycling the group gives each child a blue bag and a take home flyer. The group has already given the presentation to many schools, has reached over 1,200 students, and plans to present to all elementary schools by the end of the school year.

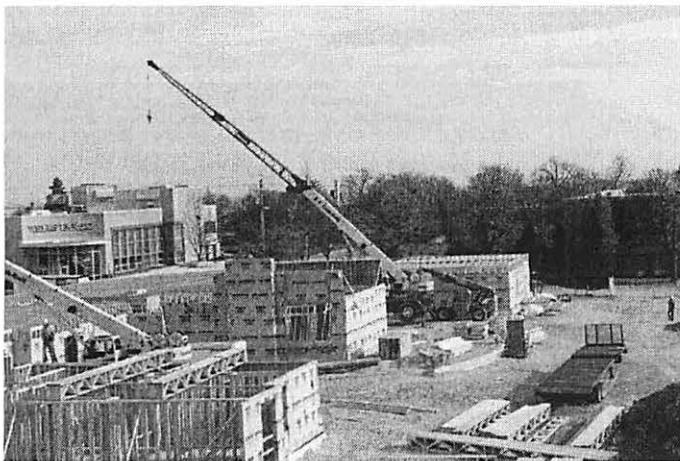
**Piranha document shredding –** In 2016 the City of Sheboygan contracted with Piranha Shredding Services to dispose of confidential and sensitive documents. This service reduces the amount of time City of Sheboygan employees need to focus on shredding documents and disposing of shreds, and Piranha Shredding Services recycles the shredded material.

**Continued advancement toward Marine Sanctuary Designation -** The proposed 1,075-square-mile Wisconsin-Lake Michigan National Marine Sanctuary would protect



37 shipwrecks and related underwater cultural resources that possess exceptional historic, archaeological, and recreational value. The sanctuary would also enhance heritage tourism within the many coastal communities that have embraced their centuries-long maritime relationship with Lake Michigan, the Great Lakes region, and the nation.

**Fund for Lake Michigan grant funded educational program** – The City of Sheboygan was awarded a \$25,500 grant from the Fund for Lake Michigan for the implementation of the Adopt-a-Beach and Adopt-a-Habitat programs developed by Camp Y-Koda for SASD students to participate in. This program allowed all third and seventh grade students to take a field trip to the lakefront, learn about the ecosystem and stewardship, as well as perform some water testing and beach cleaning activities.



**Construction began, increasing downtown density** – an 81-unit market-rate apartment building in the center of downtown broke ground in 2016 and is expected to be completed in the first part of 2017. A second apartment development broke ground in Sheboygan’s South Pier District in 2016 and is expected to be completed in spring of 2017. These developments increase density in Sheboygan’s core, aid in Sheboygan’s goal of becoming a more walkable community, and add spaces for additional downtown commercial storefronts along 8<sup>th</sup> street.

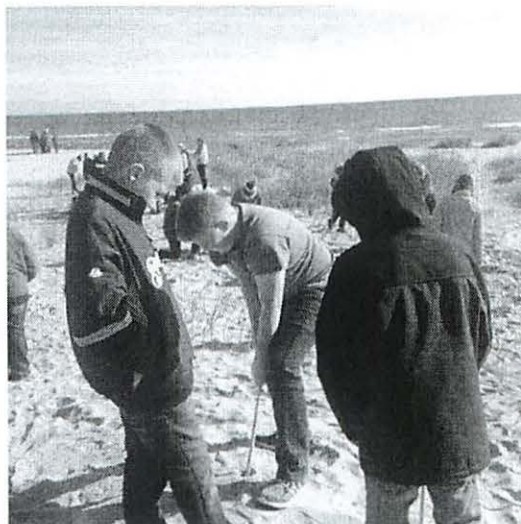
**Downtown Sheboygan walkability score** – Downtown Sheboygan, as well as nearby neighborhoods, has achieved a walk score of 85, which means it is very walkable. Most errands in Downtown Sheboygan and in Sheboygan’s core neighborhoods can be accomplished on foot, and that will only increase as Sheboygan increases downtown density and retail options.

**Sheboygan Police Department “Bike Rodeos”** - The Sheboygan Police Department holds multiple “rodeos” per year where children can come and learn bicycle safety, skills, and maintenance. The events are free and prepare children to safely ride their bicycles around their homes, in the community, and wherever they go.

**Street sweeping** - Sheboygan lies on the coast of Lake Michigan and one way we protect our waterfront is to sweep the streets to prevent dirt and debris from being carried into the waterway by stormwater. Sheboygan sweeps the streets for 32 weeks per year, and in 2016 Sheboygan collected 678.07 tons of sweeping debris.

**Continued Sustainability Internship** – The City of Sheboygan welcomed another Sustainability Intern to the Planning and Development office for the summer of 2016, and the 2016-2017 school year. The internship’s focus is to support initiatives and projects created by the SSTF sub-groups. The Sustainability intern creates marketing materials and participates in sustainable presentations with the groups.

**Alliance for the Great Lakes Beach Clean-up and Water Testing** – The Alliance for the Great Lakes teamed up with a local engineering firm, the City of Sheboygan, and the Sheboygan YMCA to organize an event where scientists, students, engineers and city staff gathered together to spend the day cleaning King Park Beach, testing the water quality, and planting Dune Grass. This day was devoted to helping students gain a greater understanding of what a “healthy beach” is, and to restoring King Park Beach through clearing trash and debris, as well as planting to mitigate erosion.



**Conversion of street lights to LED** – 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 number of poles for 2016 is 202 poles. Total energy savings per year for all LED conversions is approximately \$15,880.00.

**Tree planting** - The city planted 23 street trees in 2016. The city hired Bluestem Forestry to conduct a planting inventory in 2015 showing all public boulevard sites that need a tree and what type of tree. This study was completed in March of 2016 and we will use this plan to start planting 200 plus trees a year.

**Urban Forestry Management Plan** - in 2016 the City of Sheboygan accepted its first Urban Forestry *Management Plan*, which includes an Emerald Ash Borer (EAB) mitigation component. EAB has been located in Sheboygan and it is imperative to take action reduce the impact to our community. If nothing is done, eventual contamination of all ash trees is imminent. The City of Sheboygan has created an action plan which saves and treats high value ash trees, while removing smaller trees which provide the community less value.

**Christmas tree collection and mulching** – The City of Sheboygan collects used Christmas trees alongside its refuse collection service following the holidays. Residents can place their trees at the curb, and DPW staff collects the trees, and transport them to the Municipal Service Building where they are turned to mulch which is made available to the public for free.

**Completion of Shoreline Cities Green Infrastructure Grant** - In April 2015, the City received a \$239,459 grant from the Great Lakes Restoration Initiative to install storm water treatment infiltration swales, beach restoration, and planting of native dune grasses at two City beaches: King Park and Deland Park. The purpose of the project is to reduce discharging of sediment, nutrients, chemicals, bacteria, and other contaminants into the Great Lakes. The project will also reduce threats to public health at *beaches and nearshore* areas in and around swimming beaches. This project was completed in the fall of 2016.

**Taylor Drive Multi-Use Trail opening** - NOMO Sheboygan County's largest project, the Taylor Drive multi-use pathway, cost \$6M. The 2.75 mile long, 10 foot wide, asphalt path stretches from Crocker Avenue on the south to Erie Avenue on the north and connects to the Urban Rec Trail along Erie Avenue. Taylor Drive is a high speed, high traffic volume corridor. It has a number of destinations alongside it, including shopping, educational institutions and employers. A spur was added for trail users to have direct access to the Lutheran High and UW-Sheboygan campuses at the Indiana Avenue intersection. Just south of the same intersection, a boardwalk was built in order to avoid negative impacts to the wetlands beneath it. Lighting was added along the trail corridor where it previously did not exist, which will allow for a safer ride during non-daylight hours.



**Re-establish Wellness Committee and initiatives** – In 2016 the City of Sheboygan established an employee-based wellness committee. This committee meets on a regular basis and is tasked with creating a working environment that creates and supports a healthy lifestyle, and wellness for all employees. Initiatives undertaken by employees in 2016 include a “Workplace Wellness Week” where employees could gain points through different activities, and prizes were given at the end, the establishment of a Healthy COS Facebook site where wellness information and motivation can be shared, and a holiday “Maintain don’t Gain” challenge to encourage employees to resist holiday temptation and stay active during the season.

**MSDS Online** - A Material Safety Data Sheet (MSDS) is an important component of product stewardship, occupational safety and health, and spill-handling procedures. MSDSs are a widely used system for cataloging information on chemicals, chemical compounds, and chemical mixtures and the City of Sheboygan began publishing this resource online in 2016. MSDS information may include instructions for the safe use and potential hazards associated with a particular material or product. The City of Sheboygan uses MSDS Online to make available product information by City location to city employees and the general public for their safety.

**Aerators installed in Marina** - In recent years the docks at Harbor Centre Marina have been subject to substantial damage due to excessive ice buildup during the winter months. In hopes of minimizing and possibly eliminating this potential damage, the marina used aeration equipment this winter. The units were not be powered on until we reached freezing temperatures. These aerators will save the City of Sheboygan thousands of dollars each winter



by reducing or eliminating the damage ice causes to our dock system.

**Land sold to John Michael Kohler Arts Center for Art Preserve** – The developable portion of Land known locally as the Schuchardt Farm was sold to the John Michal Kohler Arts Center and will be the future home of their Art Preserve. This land was previously agricultural, and many developers were interested in building on the developable portion. This Art Preserve is an ideal use of this property and will allow for the beauty of the area to remain and be enhanced while encouraging visitors to the property.

**LED Bus headlights** – Shoreline Metro, Sheboygan’s Transit service which has bus routes throughout Sheboygan and connecting to adjacent communities has converted their entire fleet of buses to include LED headlights. That’s a total of 52 head lamps (26 vehicles x 2) converted to LED in 2016.

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 1.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 1, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

*Consent*

\_\_\_\_\_

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

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

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

III

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 2.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 2, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

*Consent*

\_\_\_\_\_

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

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

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

三三

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 4.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 4, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

*Comment*

\_\_\_\_\_

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

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

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

III

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 5.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District 5, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

*Consent*

\_\_\_\_\_

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

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

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

III

# **Green Tier Legacy Communities Annual Report**



**City of Sheboygan, Wisconsin  
February, 2017**

## City of Sheboygan Sustainability Goals -----

Sheboygan's sustainability goals, policies, and action steps are outlined in the 2014 City of Sheboygan Sustainability Plan. The plan can be found here: <http://www.sheboyganwi.gov/wp-content/uploads/2015/03/Sustainability-Plan.pdf>

## Green Tier Strategy Options -----

## Summary of 2016 Actions -----



**Farmers market booth composting**- an estimated 20% of waste collected in Sheboygan is food waste. During the summer of 2016 a sub-group of the Sustainable Sheboygan Task Force focused on composting held a booth at the Saturday farmers market which reached 230 people. This effort brought awareness to what composting is and what it can be used for in order to reduce the amount of food waste going into a landfill and to increase nutrient dense soil for plants.

**Created website for SSTF**- A sub-group of the Sustainable Sheboygan Task Force's goal was to increase communication related to sustainability and they did so by creating a website, [sustainsheboygan.com](http://sustainsheboygan.com). This is a website to inform the public about Sheboygan's commitment and achievements in sustainability. This website has events, information about what each group has accomplished and their goals, as well as basic information on what sustainability is and means.

**Rain Barrels for sale at Maywood**- The Sustainable Sheboygan Task Force's rain barrel group held multiple open house events at Maywood Environmental Park where anyone could purchase a complete rain barrel kit in order to control and repurpose residential rainwater runoff. Six kits have been sold so far, and the kits will be made continuously available.

**Recycling education and outreach**- The Sustainable Sheboygan Task Force's recycling group has created a presentation to inform elementary school children about what recycling is, why to do it, and how they can help. In hopes they will go home inspired and start recycling the group gives each child a blue bag and a take home flyer. The group has already given the presentation to many schools, has reached over 1,200 students, and plans to present to all elementary schools by the end of the school year.

**Piranha document shredding** – In 2016 the City of Sheboygan contracted with Piranha Shredding Services to dispose of confidential and sensitive documents. This service reduces the amount of time City of Sheboygan employees need to focus on shredding documents and disposing of shreds, and Piranha Shredding Services recycles the shredded material.

**Continued advancement toward Marine Sanctuary Designation** - The proposed 1,075-square-mile Wisconsin-Lake Michigan National Marine Sanctuary would protect



37 shipwrecks and related underwater cultural resources that possess exceptional historic, archaeological, and recreational value. The sanctuary would also enhance heritage tourism within the many coastal communities that have embraced their centuries-long maritime relationship with Lake Michigan, the Great Lakes region, and the nation.

**Fund for Lake Michigan grant funded educational program** – The City of Sheboygan was awarded a \$25,500 grant from the Fund for Lake Michigan for the implementation of the Adopt-a-Beach and Adopt-a-Habitat programs developed by Camp Y-Koda for SASD students to participate in. This program allowed all third and seventh grade students to take a field trip to the lakefront, learn about the ecosystem and stewardship, as well as perform some water testing and beach cleaning activities.



**Construction began, increasing downtown density** – an 81-unit market-rate apartment building in the center of downtown broke ground in 2016 and is expected to be completed in the first part of 2017. A second apartment development broke ground in Sheboygan’s South Pier District in 2016 and is expected to be completed in spring of 2017. These developments increase density in Sheboygan’s core, aid in Sheboygan’s goal of becoming a more walkable community, and add spaces for additional downtown commercial storefronts along 8<sup>th</sup> street.

**Downtown Sheboygan walkability score** – Downtown Sheboygan, as well as nearby neighborhoods, has achieved a walk score of 85, which means it is very walkable. Most errands in Downtown Sheboygan and in Sheboygan’s core neighborhoods can be accomplished on foot, and that will only increase as Sheboygan increases downtown density and retail options.

**Sheboygan Police Department “Bike Rodeos”**- The Sheboygan Police Department holds multiple “rodeos” per year where children can come and learn bicycle safety, skills, and maintenance. The events are free and prepare children to safely ride their bicycles around their homes, in the community, and wherever they go.

**Street sweeping** - Sheboygan lies on the coast of Lake Michigan and one way we protect our waterfront is to sweep the streets to prevent dirt and debris from being carried into the waterway by stormwater. Sheboygan sweeps the streets for 32 weeks per year, and in 2016 Sheboygan collected 678.07 tons of sweeping debris.

**Continued Sustainability Internship** – The City of Sheboygan welcomed another Sustainability Intern to the Planning and Development office for the summer of 2016, and the 2016-2017 school year. The internship’s focus is to support initiatives and projects created by the SSTF sub-groups. The Sustainability intern creates marketing materials and participates in sustainable presentations with the groups.

**Alliance for the Great Lakes Beach Clean-up and Water Testing** – The Alliance for the Great Lakes teamed up with a local engineering firm, the City of Sheboygan, and the Sheboygan YMCA to organize an event where scientists, students, engineers and city staff gathered together to spend the day cleaning King Park Beach, testing the water quality, and planting Dune Grass. This day was devoted to helping students gain a greater understanding of what a “healthy beach” is, and to restoring King Park Beach through clearing trash and debris, as well as planting to mitigate erosion.



**Conversion of street lights to LED** – 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 number of poles for 2016 is 202 poles. Total energy savings per year for all LED conversions is approximately \$15,880.00.

**Tree planting** - The city planted 23 street trees in 2016. The city hired Bluestem Forestry to conduct a planting inventory in 2015 showing all public boulevard sites that need a tree and what type of tree. This study was completed in March of 2016 and we will use this plan to start planting 200 plus trees a year.

**Urban Forestry Management Plan** - in 2016 the City of Sheboygan accepted its first Urban Forestry Management Plan, which includes an Emerald Ash Borer (EAB) mitigation component. EAB has been located in Sheboygan and it is imperative to take action reduce the impact to our community. If nothing is done, eventual contamination of all ash trees is imminent. The City of Sheboygan has created an action plan which saves and treats high value ash trees, while removing smaller trees which provide the community less value.

**Christmas tree collection and mulching** – The City of Sheboygan collects used Christmas trees alongside its refuse collection service following the holidays. Residents can place their trees at the curb, and DPW staff collects the trees, and transport them to the Municipal Service Building where they are turned to mulch which is made available to the public for free.

**Completion of Shoreline Cities Green Infrastructure Grant** - In April 2015, the City received a \$239,459 grant from the Great Lakes Restoration Initiative to install storm water treatment infiltration swales, beach restoration, and planting of native dune grasses at two City beaches: King Park and Deland Park. The purpose of the project is to reduce discharging of sediment, nutrients, chemicals, bacteria, and other contaminants into the Great Lakes. The project will also reduce threats to public health at beaches and nearshore areas in and around swimming beaches. This project was completed in the fall of 2016.

**Taylor Drive Multi-Use Trail opening** - NOMO Sheboygan County's largest project, the Taylor Drive multi-use pathway, cost \$6M. The 2.75 mile long, 10 foot wide, asphalt path stretches from Crocker Avenue on the south to Erie Avenue on the north and connects to the Urban Rec Trail along Erie Avenue. Taylor Drive is a high speed, high traffic volume corridor. It has a number of destinations alongside it, including shopping, educational institutions and employers. A spur was added for trail users to have direct access to the Lutheran High and UW-Sheboygan campuses at the Indiana Avenue intersection. Just south of the same intersection, a boardwalk was built in order to avoid negative impacts to the wetlands beneath it. Lighting was added along the trail corridor where it previously did not exist, which will allow for a safer ride during non-daylight hours.



**Re-establish Wellness Committee and initiatives** – In 2016 the City of Sheboygan established an employee-based wellness committee. This committee meets on a regular basis and is tasked with creating a working environment that creates and supports a healthy lifestyle, and wellness for all employees. Initiatives undertaken by employees in 2016 include a “Workplace Wellness Week” where employees could gain points through different activities, and prizes were given at the end, the establishment of a Healthy COS Facebook site where wellness information and motivation can be shared, and a holiday “Maintain don’t Gain” challenge to encourage employees to resist holiday temptation and stay active during the season.

**MSDS Online** - A Material Safety Data Sheet (MSDS) is an important component of product stewardship, occupational safety and health, and spill-handling procedures. MSDSs are a widely used system for cataloging information on chemicals, chemical compounds, and chemical mixtures and the City of Sheboygan began publishing this resource online in 2016. MSDS information may include instructions for the safe use and potential hazards associated with a particular material or product. The City of Sheboygan uses MSDS Online to make available product information by City location to city employees and the general public for their safety.

**Aerators installed in Marina** - In recent years the docks at Harbor Centre Marina have been subject to substantial damage due to excessive ice buildup during the winter months. In hopes of minimizing and possibly eliminating this potential damage, the marina used aeration equipment this winter. The units were not be powered on until we reached freezing temperatures. These aerators will save the City of Sheboygan thousands of dollars each winter



by reducing or eliminating the damage ice causes to our dock system.

**Land sold to John Michael Kohler Arts Center for Art Preserve** – The developable portion of Land known locally as the Schuchardt Farm was sold to the John Michal Kohler Arts Center and will be the future home of their Art Preserve. This land was previously agricultural, and many developers were interested in building on the developable portion. This Art Preserve is an ideal use of this property and will allow for the beauty of the area to remain and be enhanced while encouraging visitors to the property.

**LED Bus headlights** – Shoreline Metro, Sheboygan's Transit service which has bus routes throughout Sheboygan and connecting to adjacent communities has converted their entire fleet of buses to include LED headlights. That's a total of 52 head lamps (26 vehicles x 2) converted to LED in 2016.

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Draughon. March 20, 2017.

A RESOLUTION accepting the 2016 Green Tier Annual Report and recommends the document be submitted to the Wisconsin Department of Natural Resources.

WHEREAS, the City of Sheboygan joined the Green Tier Charter in 2013, and the Charter provides valuable networking, grant opportunities, and resources for the City's Sustainability initiatives.

WHEREAS, a requirement of being a member of the Charter, requires an Annual Report to be submitted by the end of March each year.

WHEREAS, the City's Sustainability Coordinator and City staff have prepared the report which outlines the City of Sheboygan's 2016 sustainable accomplishments.

NOW, THEREFORE BE IT RESOLVED: that the Common Council accepts the report for 2016 and directs City staff to submit the report to the Wisconsin Department of Natural Resources, the lead State agency in the Charter.

*Consent*

\_\_\_\_\_

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

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

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

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. March 20, 2017.

Your Committee to whom was referred R. O. No. 240-16-17 by the City Clerk submitting a communication from Sheboygan Squared requesting the City release all funds collected on behalf of the Harbor Centre BID and that those funds be allocated to them for fiscal 2017; recommends that the documents be accepted and adopted and to approve the request.

*Consent*

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

Committee

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

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

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

III

4.7

R. O. No. 240 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a communication from Sheboygan Squared requesting the City release all funds collected on behalf of the Harbor Centre BID and that those funds be allocated to them for fiscal 2017.

*Finance  
approve*

---

City Clerk

FEB 21 '17 PM 3:25



# SHEBOYGAN SQUARED™

February 21, 2017

Common Council  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2017.

Thank you for your help in this matter.

Sincerely,

David O. Gass  
President

Dave Hoffman  
Manager

**VI**

R. C. No.           - 16 - 17          . By FINANCE. March 20, 2017.

Your Committee to whom was referred R. O. No. 241-16-17 by the Director of Planning and Development submitting a request to use one of the City's free Blue Harbor Conference days to host the 2017 Wisconsin Downtown Action Council annual conference on October 27, 2017; recommends accepting and adopting the documents and approving the request.

*Consent*

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

Committee

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

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

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

II

4.8

R. O. No. 241 - 16 - 17. By DIRECTOR OF PLANNING AND DEVELOPMENT.  
March 6, 2017.

Submitting a request from Chad Pelishek, Director of Planning and Development, requesting the use of one of the City's free Blue Harbor Conference Center days to host the 2017 Wisconsin Downtown Action Council annual conference on October 27, 2017.

*Frank  
approve*

\_\_\_\_\_  
Director of Planning & Development

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. March 20, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 246-16-17 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 with various caveats:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	1015 S. 10 <sup>th</sup> St. - three-day event to be Held 6/22/17 to 6/25/17 to include current premise and corner of grass lot, south of existing brick fenced-in patio - using the area between patio and the alley.

"CLASS A" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Dr.

*Consent*

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3247	Mad Max of Sheboygan	1003 S. 14 <sup>th</sup> St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3246	Toys Thai Laos I	1229 N. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1334	Bilbrey, Stephanie A.	3622 Geele Ave.
1180	Breitzman, Brittney D.	409 Vollrath Blvd.
1293	Brethouwer, Cory R. (Club)	W4061 Cty Rd N, Sheb. Falls
*1187	Fredricks, Jude P.	7313 Shircel Rd.

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

1223	Gottsacker, Lisa L.	4021 N. 45 <sup>th</sup> St.
------	---------------------	------------------------------

IV

1962 Jansen, Lisa M.	2801 S. 17 <sup>th</sup> St.
7791 Kalista, Jodi L.	2007 Calumet Dr.
1224 Keil, Andrew K.	2S357 Park Blvd., Glen Ellyn, Il
1265 Lapalme, Karrie A.	531 S. 14 <sup>th</sup> St.
0806 Mueller, Hope Ann	2105 S. 16 <sup>th</sup> St.
1303 Nack, Cheryl L.	4414 Tara Ln.
1327 Ringuette, Tera L.	1904 N. 6 <sup>th</sup> St.
7778 Salm, Francis G.	922 Dillingham Ave.
*6368 Schmidt, Tiffany L.	1622 N. 25 <sup>th</sup> St.

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

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1244	Rosado Cordero, Darwin M.	1027 Indiana Ave.

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

Committee

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

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

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

# VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. March 20, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 223-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends granting licenses with various caveats:

TAXICAB DRIVER'S LICENSE (December 31, 2017)

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

*8177	McKenzie, David J.	1216 S. 9 <sup>th</sup> St.
-------	--------------------	-----------------------------

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

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

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

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

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. March 20, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 230-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends granting license with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No. Name Address

\*1101 Lamkin, Luecenia B. 1314 Virginia Ave.  
**\*grant with instructions to correct the application**

*Consent*

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

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

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

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

VIII

R. C. No.     - 16 - 17. By PUBLIC PROTECTION AND SAFETY. March 20, 2017.

Your Committee to whom was referred Res. No. 209-16-17 (DIRECT REFERRAL) authorizing entering into contract for provision and installation of a Video Conferencing System for the Sheboygan Fire Department; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

IIIIV

**III**

**DIRECT REFERRAL TO PUBLIC PROTECTION AND SAFETY**

Res. No. 209- 16 - 17. By Alderperson Thiel. March 1, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for provision and installation of a Video Conferencing System for the Sheboygan Fire Dept.

WHEREAS: For a number of years, the City of Sheboygan Fire Department has sought technology which would enable direct, face to face communication between fire stations without the need for the Firefighters and Paramedics to leave their district fire stations unattended and;

WHEREAS: Newer Technology and the recent installation of the Fiber Optic communications ring connecting all five stations will now support this critical communications system for the Department and;

WHEREAS: The Fire Department has received a quotation in the amount of \$33,056.80 from Camera Corner/Connecting Point of Green Bay, WI and has determined that the proposed system will meet all present needs into the foreseeable future and;

WHEREAS: Camera Corner/Connecting Point is a State of WI contract Technology vendor and as such relieves the City from the need to competitively bid the project.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Camera Corner Connecting Point of Green Bay WI for provision and installation of the Video Conferencing system.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account #40022100-642200 in the amount of \$30,500 and Account# 10122100-526130 in the amount of \$2,556.80 in payment of same.

*PPS approve*

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

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

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

VIII

R. C. No.           - 16 - 17          . By PUBLIC WORKS. March 20, 2017.

Your Committee to whom was referred Res. No. 214-16-17 by Ald. Belanger authorizing entering into contract with Excel Underground LLC, for the underground utility locating service (Digger's Hotline Requests); recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

IIIIV

III

5.4

Res. No. 214 - 16 - 17. By Alderperson Belanger. March 6, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Excel Underground LLC, for the underground utility locating service (Digger's Hotline Requests).

WHEREAS: Vannguard (utility locating), the City's current contractor gave notice that they are no longer available to perform this work for the City. However, Excel Underground is the contract locator for the joint City/County/SASD fiber optic cable ring throughout the City. Since they are under contract to locate the fiber line throughout the City, the department feels adding our other underground utilities to this contract would be advantageous versus hiring a separate contractor to perform our other underground utilities.

RESOLVED: that the appropriate City Officials are hereby authorized to enter into contract with Excel Underground LLC, for City's sanitary, storm, electric and fiber optic at a rate of \$12.50 per ticket and a project rate of \$42.00 per hour.

BE IT FURTHER RESOLVED: that the appropriate City Officials are authorized to draw orders from the Locate Services Account Number 60134110-521317.

*Pub Wks. approve*

*John B. J.*

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 PUBLIC WORKS. March 20, 2017.

Your Committee to whom was referred Res. No. 215-16-17 by Ald. Belanger declaring intent to exercise the police power to levy special assessments for the 2017 Bituminous Resurfacing Program for various streets; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

IIIIV

III

Other Matters

9.3

Res. No. 215 - 16 - 17. By Alderperson Belanger. March 6, 2017.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2017 Bituminous Resurfacing Program:

- S. 9<sup>th</sup> Street from High Avenue to Georgia Avenue
- N. 10<sup>th</sup> Street from Superior Avenue to Geele Avenue
- N. 12<sup>th</sup> Street from Superior Avenue to Geele Avenue
- Ashland Avenue from S. 10<sup>th</sup> Street to S. 17<sup>th</sup> Street
- Georgia Avenue from S. Business Drive to S. 24<sup>th</sup> Street
- Camelot Boulevard from CTH OK to S. 18<sup>th</sup> Street
- Meadowbrook Court from Camelot Boulevard to the terminus Meadowbrook Court including Meadowbrook Court
- S. 22<sup>nd</sup> Street from Camelot Boulevard to the terminus of Creekside Court including Brookfield Court and Creekside Court
- Greenwood Court from Camelot Boulevard to the terminus of Greenwood Court including Greenwood Court

RESOLVED: That the resurfacing on the following streets is hereby proposed at the expense of the property to be benefited thereby and that no part of the estimated aggregate cost shall be paid in advance under 66.54(3), Stats.:

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers for the aforesated municipal purpose.

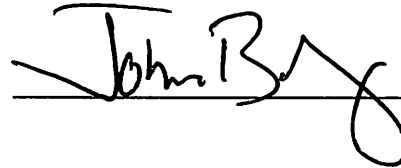
BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to prepare a report in accordance with 66.60(2) and 66.60(3), Stats., and that such report should contain the following information:

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

Pub Wks  
approve

BE IT FURTHER RESOLVED: That the expenses so incurred maybe paid in five (5) annual installments under 66.54(7), Stats., with interest thereon at (3.18%) commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five (5%) alternative of 62.15(3), Stats., for the paving aforementioned according to the plans and specifications prepared by the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.



---

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

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

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

VIII

R. C. No.          - 16 - 17. By PUBLIC WORKS. March 20, 2017.

Your Committee to whom was referred Res. No. 216-16-17 by Alderperson Belanger authorizing entering into contract for Professional Services related to the design and project management of the replacement of the Main Electrical Switchgear for the Sheboygan Regional Wastewater Treatment Facility; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

IIIIV

III

Other Matters

9.4

Res. No. 216 - 16 - 17. By Alderperson Belanger. March 6, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for Professional Services related to the Design and project management of the replacement of the Main Electrical Switchgear for the Sheboygan Regional Wastewater Treatment Facility.

WHEREAS: The Main Electrical Switchgear located at the Wastewater Treatment Facility is nearing the end of its expected useful life and is in need of replacement in order to assure that the plant maintains both continuity of service as well as a safe environment and;

WHEREAS: A Request For Proposals was drafted and issued for Professional services starting with the design of the switchgear, development of bid specifications and testing protocols and ending with the submittal of record drawings following the replacement, and;

WHEREAS: The City of Sheboygan received three proposals which were reviewed by a cross-functional five member team and scored according to established criteria in a cost neutral fashion. After review of the cost proposals, additional points were awarded, with the proposal receiving the highest score also having the lowest overall cost.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Strand Associates Inc. of Madison, WI for the provision of all design and project management services associated with the replacement of the Main Electrical Switchgear at the Wastewater Treatment Facility in the amount of \$ 132,000 as proposed.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #60138300-631100 Wastewater Fund Improvements in payment of same.

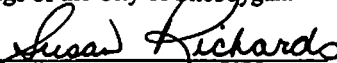
*Sub-ites approve*

*John R. [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

  
City Clerk



8 4 1 6 1 8 0

Tx:4130842

2037018

SHEBOYGAN COUNTY, WI

RECORDED ON

04/03/2017 3:35 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 3

PAGES: 3

RETURN TO:

CITY CLERK

828 CENTER AVE., STE 100

SHEBOYGAN WI 53081

Gen. Ord. No. 44 - 16 - 17. By  
Alderspersons Belanger and Wolf.  
March 6, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for *direct annexation* by unanimous approval filed with the city clerk on the 24th day of February, 2017, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

All of Lot 20 and part of Lots 19 and 21, all in Block 6 of The Lake Shore Division and part of the North 15th Street Right of Way, located in the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 10, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southwest corner of Lot 18 of said Block 6 of said Lake Shore Division as recorded in Volume 3 of Plats on Page 63 in the Sheboygan County Register of Deeds Office, thence North 01°24'54" West along the West lines of Lots 18 and 19 of said Block 6 and the East Right of Way line of said North 15th Street a distance of 68.02 feet to a point 12 feet Southerly of the Northwest corner of said Lot 19 and the Point of Beginning for this description; thence North 89°56'56" West a distance of 32.95 feet to the Centerline of said North 15th Street; thence North 01°24'54" West along said Centerline a distance of 132.04 feet to the Westerly extension of the North line of Lot 22 of said Block 6; thence South 89°59'38" East along the Westerly extension of said North line a distance of 32.95 feet to the Northwest corner of said Lot 22 and said East Right of Way line; thence South 01°24'54" East along the West lines of said Lot 22 and Lot 21 of said Block 6 and said East Right of Way line a distance of 73.02 feet to a point 7 feet more or less Northerly of the Northwest corner of Lot 20 of said Block 6; thence South 89°59'41" East along a line 7 feet more or less Northerly of the North line of said Lot 20 a distance of 131.66 feet to a point on the West line of a 15 foot platted alley and the East line of said Lot 21, said point being 7 feet more or less Northerly of the Northeast corner of said Lot 20;

thence South 00°15'09" West along the East lines of said Lots 21 and 20 a distance of 47.13 feet to the Southeast corner of said Lot 20;  
thence North 89°56'56" West along the South line of said Lot 20 a distance of 67.82 feet;  
thence South 01°12'35" East a distance of 12.00 feet;  
thence North 89°56'56" West a distance of 62.42 feet to a point 12 feet Southerly of the Northwest corner of said Lot 19 and the Point of Beginning.

The land described above contains 0.259 acres (11264 square feet) of land, more or less.  
End of description.

"This legal description corrects non-substantive errors in the description in the original petition."

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.


Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class Urban Commercial Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 33rd Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 20<sup>th</sup> day of March, 2017.

Dated March 22 2017. Susan Richards City Clerk

Approved March 22 2017. Michael J. Anderson Mayor

Proceedings Published March 27, 2017.

Ordinances Published March 27, 2017.

Certified March 27, 2017 to - Building Insp.; Police Dept.; Eng.; Assessor; Fin. Dir./Treas.; CA; Library; Dir. Of City Dev.; Supt. Of Streets; MSB; Transit; Eng.; DPW; Atty.; Dep. Clerk; SBC; Supervisor of Equalization; Alliant Eng. Services; Alliant; WPS; Town of Sheboygan; Town Sanitary; County Clerk; Real Property; Supt. Of Schools; Wisconsin Department of Administration; Reg. of Deeds; Charter Cable; Muni Code; Ord. Book; Fire Chief; Police Chief; Sheriff's Dept.

CERTIFICATE OF ANNEXATION

I, Susan Richards, City Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin, do hereby certify that the attached is a true and correct copy of Gen. Ord. No. 44-16-17, which was adopted by the Common Council on March 20, 2017.

The annexed territory described therein contains a population of 3.

Dated: March 20, 2017.

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



*Handwritten signature*



II

R.O. No.       - 16 - 17. By CITY PLAN COMMISSION. March 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 44-16-17 by Alderperson Belanger and Alderperson Wolf and R. O. No. 235-16-17 by City Clerk for a petition for direct annexation by unanimous approval for property located in the Town of Sheboygan at 3009 N 15<sup>th</sup> Street; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 14, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

*meg*

---

Director of City Development

II

**X**

7.2

Gen. Ord. No. 44 - 16 - 17. By Alderpersons Belanger and Wolf.  
March 6, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 24th day of February, 2017, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

All of Lot Twenty (20); and all of Lot Twenty-one (21) excepting the North Thirty-three (33) feet thereof; also part of Lot Nineteen (19) described as follows: Commencing at a point Sixty-seven (67) feet Four (4) inches West of the Northeast corner of Lot Nineteen (19), Block Six (6), Lake Shore Division of the Town of Sheboygan, thence due South Twelve (12) feet, thence due West to the West line of said Lot Nineteen (19), thence North Twelve (12) feet to the Northwest corner of said lot, thence East along said North line to the point of beginning; all in Block Six (6), Lake Shore Division of the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Said parcel contains Six Thousand Nine Hundred (6,900) square feet (0.158 acres).

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or

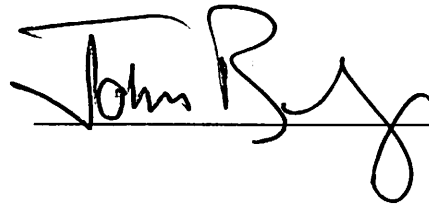
*City Plan*  
*Finance*

circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class Urban Commercial Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 1st Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

  
\_\_\_\_\_

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

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

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

III

4.2

R. O. No. 235- 16 - 17. By CITY CLERK. March 6, 2017.

Submitting a petition for direct annexation by unanimous approval for property located in the Town of Sheboygan at 3009 N. 15<sup>th</sup> St.

City Plan  
&  
Finance

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

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

The undersigned, constituting all of the electors residing in the following described territory and the owners of all of the real property in the following described territory located in the Town of Sheboygan, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin.

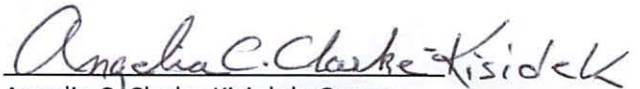
All of Lot Twenty (20); and all of Lot Twenty-one (21) excepting the North Thirty-three (33) feet thereof; also part of Lot Nineteen (19) described as follows: Commencing at a point Sixty-seven (67) feet Four (4) inches West of the Northeast corner of Lot Nineteen (19), Block Six (6), Lake Shore Division of the Town of Sheboygan, thence due South Twelve (12) feet, thence due West to the West line of said Lot Nineteen (19), thence North Twelve (12) feet to the Northwest corner of said lot, thence East along said North line to the point of beginning; all in Block Six (6), Lake Shore Division of the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Said parcel contains Six Thousand Nine Hundred square feet (0.158 acres).

Dated this 24<sup>th</sup> day of February, 2017



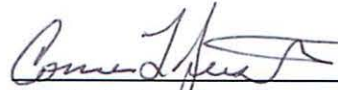
James O. Kisiolek, Owner  
2322 West Shelly Court  
Sheboygan, WI 53083



Angelia C. Clarke-Kisiolek, Owner  
2322 West Shelly Court  
Sheboygan, WI 53083



April Justus, Tenant  
3011 North 15<sup>th</sup> Street  
Sheboygan, WI 53083



Connie Justus, Tenant  
3011 North 15<sup>th</sup> Street  
Sheboygan, WI 53083



Luke Wirth, Tenant  
3009 North 15<sup>th</sup> Street  
Sheboygan, WI 53083

See attached map.

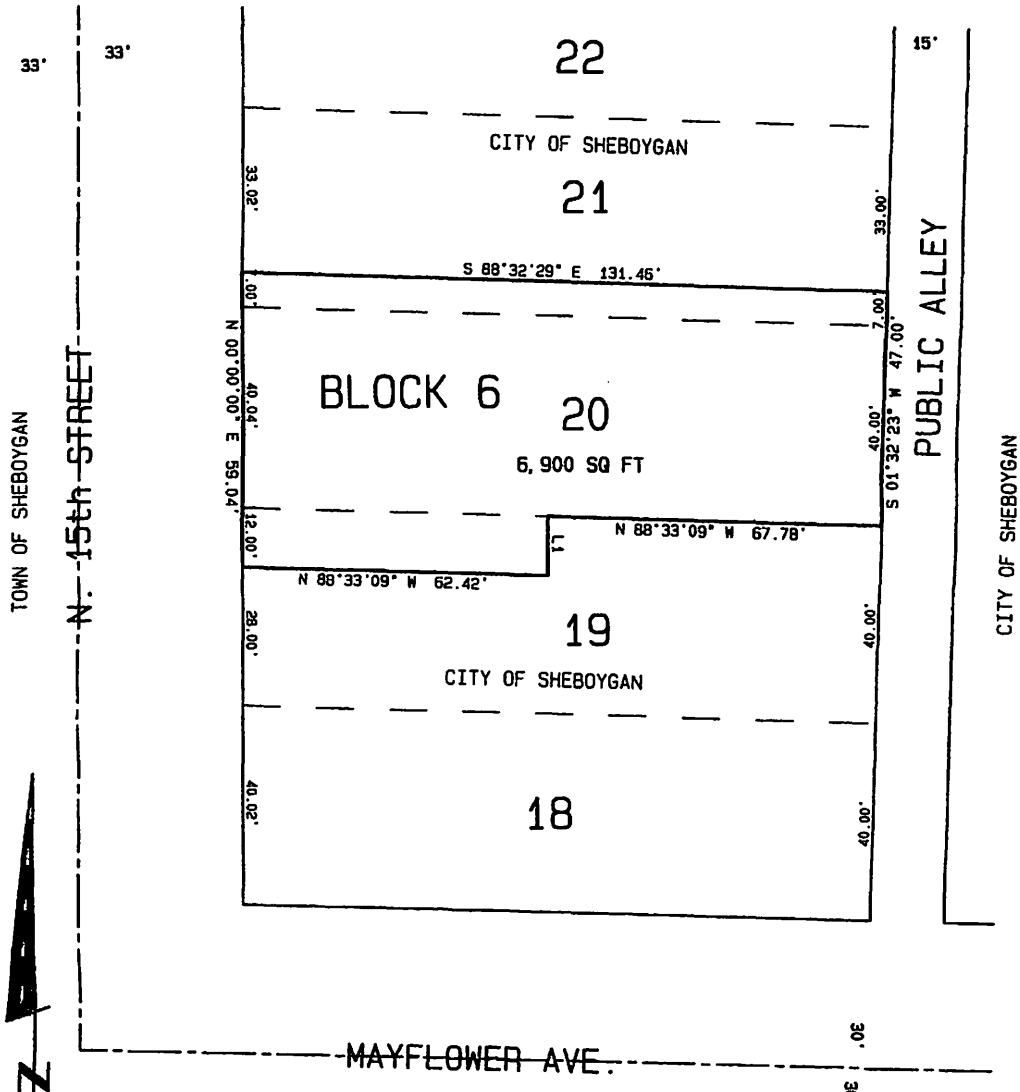
Drafted by: Atty. Joshua D. McKinley  
Olsen, Kloet, Gunderson & Conway  
602 N. 6<sup>th</sup> Street  
Sheboygan, WI 53081  
920-458-3701

D & H LAND SURVEYS LLC  
 1628 GEORGIA AVENUE  
 SHEBOYGAN, WISCONSIN

PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

3009 N. 15th STREET  
 PARCEL NO. 59024356120  
 DOCUMENT NO. 1907794

ALL OF LOT TWENTY (20); AND ALL OF LOT TWENTY-ONE (21) EXCEPTING THE NORTH THIRTY-THREE (33) FEET THEREOF; ALSO PART OF LOT NINETEEN (19) DESCRIBED AS FOLLOWS: COMMENCING AT A POINT SIXTY-SEVEN (67) FEET FOUR (4) INCHES WEST OF THE NORTHEAST CORNER OF LOT NINETEEN (19), BLOCK SIX (6), LAKE SHORE DIVISION OF THE TOWN OF SHEBOYGAN, THENCE DUE SOUTH TWELVE (12) FEET; THENCE DUE WEST TO WEST LINE OF SAID LOT NINETEEN (19), THENCE NORTH TWELVE (12) FEET TO NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; ALL IN BLOCK SIX (6), LAKE SHORE DIVISION OF THE TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



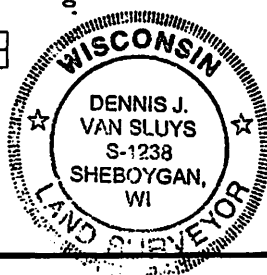
1" = 30'

LINE	BEARING	DISTANCE
L1	S 00°00'00" E	12.00

THIS IS TO CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Dennis J. Van Sluys*  
 Dennis J. Van Sluys S-1238

Dated this 27<sup>th</sup> day of Feb, 2017.



II

R. O. No.          - 16 - 17. By CITY PLAN COMMISSION. March 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 45-16-17 by Alderpersons Donohue, and Hou-Seye for an ordinance amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Avenue (Parcel #505650) from Employment to Central Mixed Use; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 14, 2017, and after due consideration, recommends approval of the General Ordinance.

*Lies over  
to April 5*

---

Director of City Development

~~IX~~

7.3

Gen. Ord. No. 45 - 16 - 17. By Alderpersons Donohue and Hou-Seye.  
March 6, 2017.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1031 Maryland Ave. (Parcel #505650) from Employment to Central Mixed Use.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Employment to Central Mixed Use.

Property located at 1031 Maryland Ave. (Parcel #505650)

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

City Plan

37



Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*Thelma Novak*

---

---

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

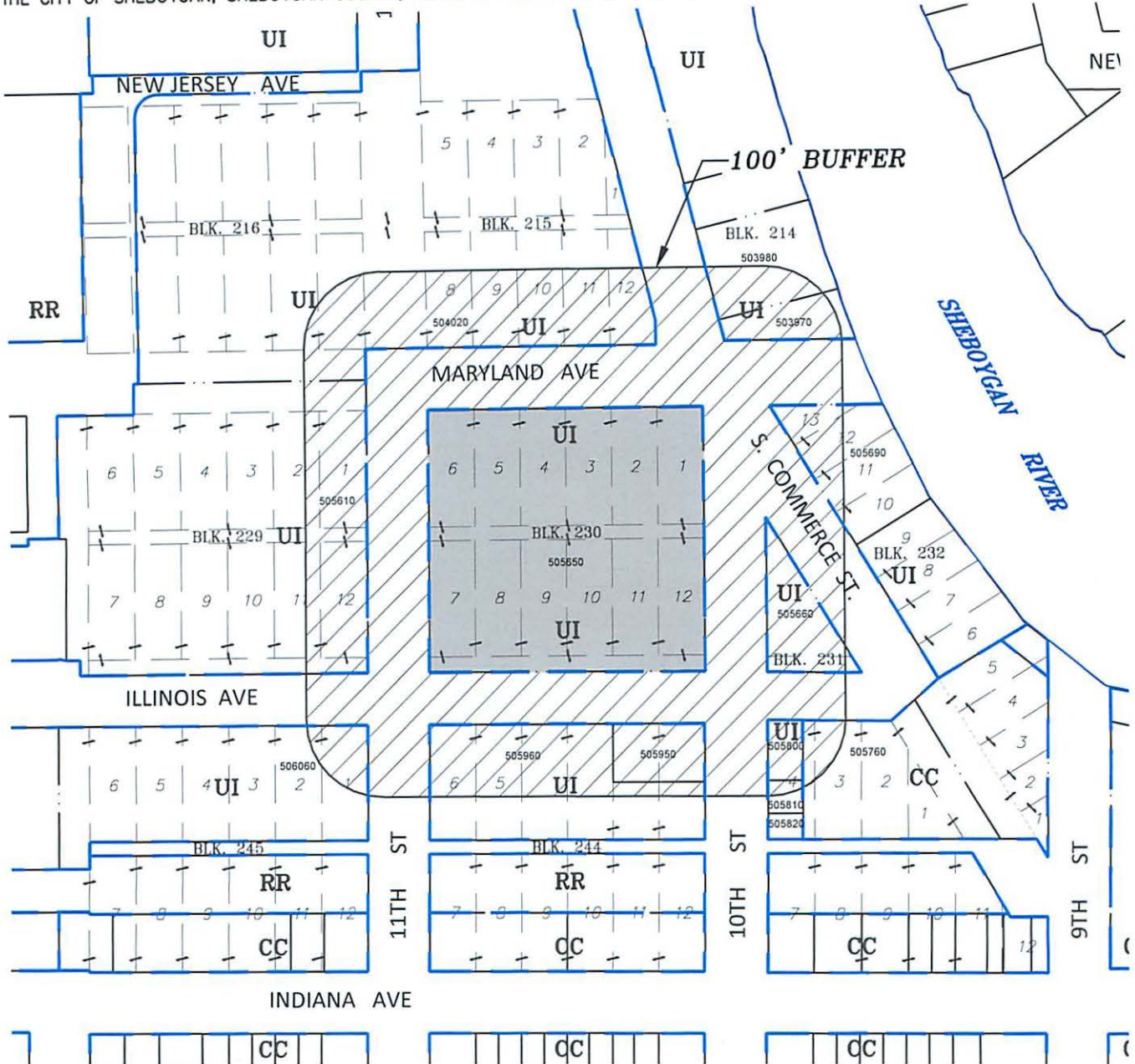
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT TO CENTRAL MIXED USE

SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



KCG DEVELOPMENT





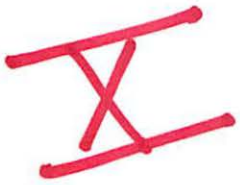
II

R. O. No.       - 16 - 17. By CITY PLAN COMMISSION. March 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 43-16-17 by Alderperson Donohue and Alderperson Hou-Seye and R. O. No. 236-16-17 by City Clerk for an application from KCG Development, LLC, requesting an amendment of the Official Zoning Map from Use District Classification Urban Industrial (UI) to Use District Classification Central Commercial (CC); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 14, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

\_\_\_\_\_  
Director of City Development

*Lies over  
to April 5*



7.1

Gen. Ord. No. 43 - 16 - 17. By Alderpersons Donohue and Hou-Seye.  
March 6, 2017.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1031 Maryland Ave. from Class UI Urban Industrial to Class CC Central Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class UI Urban Industrial to Class CC Central Commercial Classification:

Property located at 1031 Maryland Ave. more particularly described as:

Original Plat, being all of Block 230 and the vacated North 20' of Illinois Avenue adjacent to said Block 230 and the vacated 18' east/west alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15 N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said Tract contains 2.3 acres.

*City Plan*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*My Lucretia Nowlin*

---

---

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

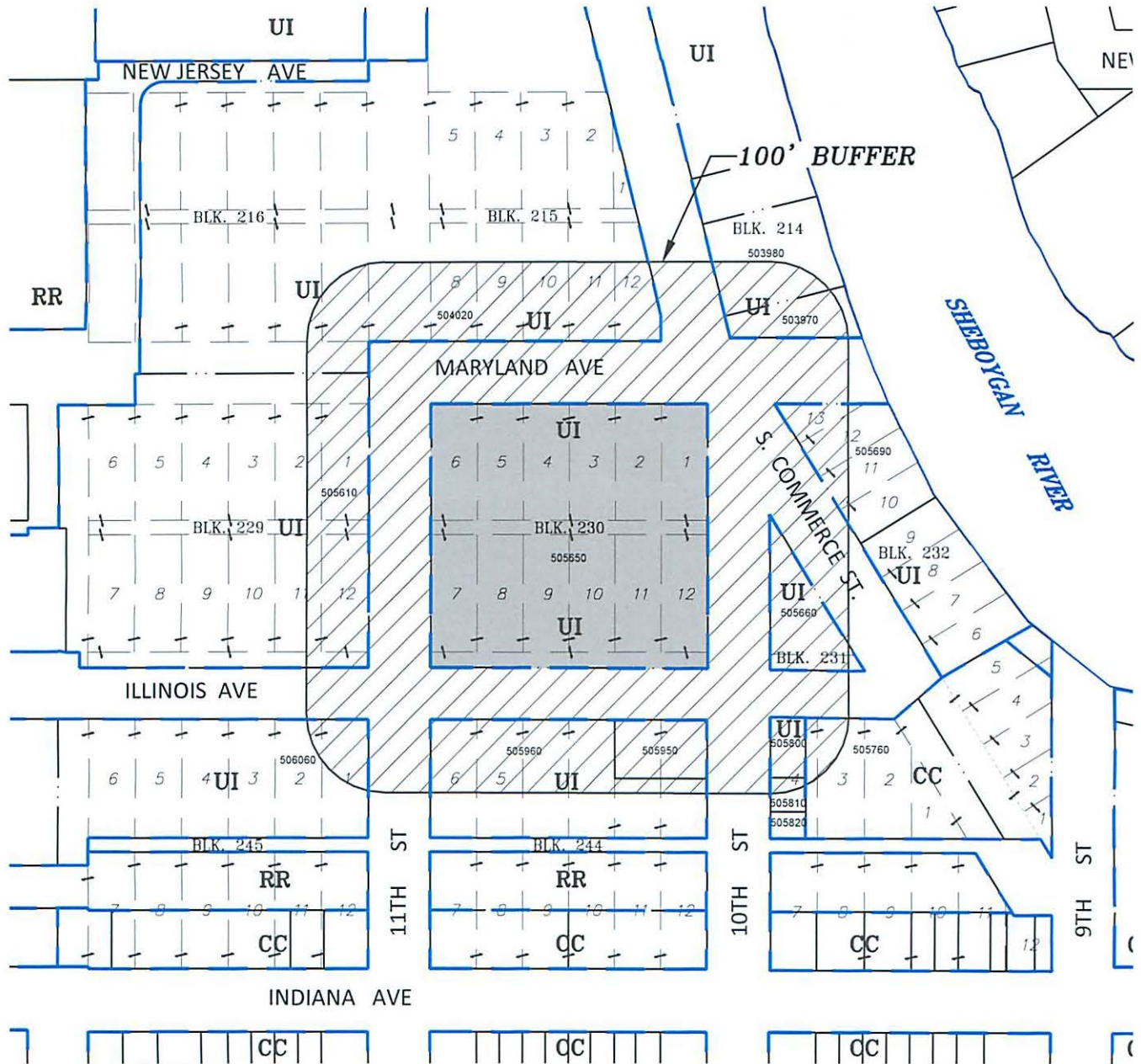
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL TO CENTRAL COMMERCIAL

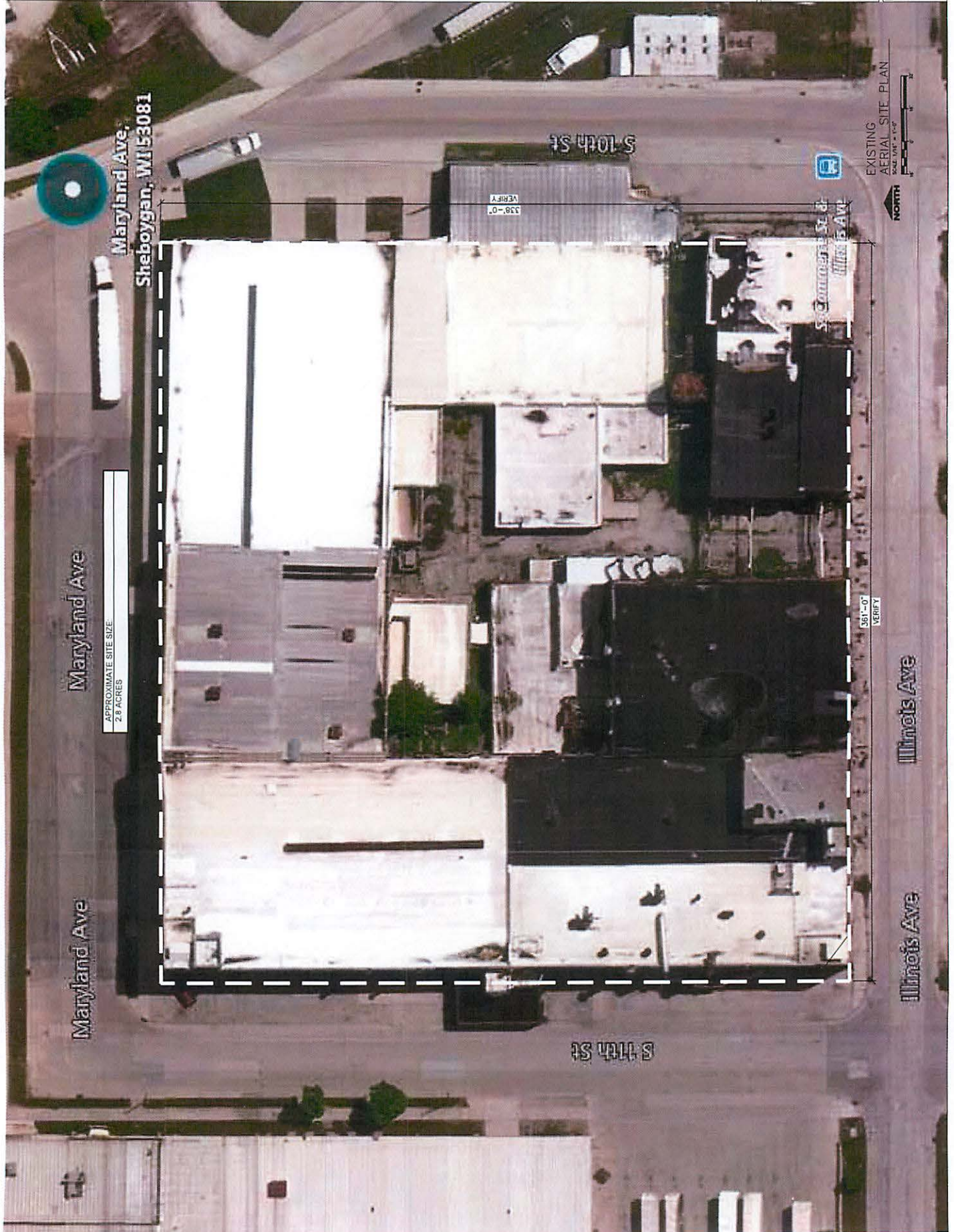
## SECTION 26, T. 15 N., R. 23 E.

ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



KCG DEVELOPMENT





Maryland Ave

APPROXIMATE SITE SIZE  
 2.8 ACRES

Maryland Ave,  
 Sheboygan, WI 53081

S 10th St

338-0  
 VERIFY

S Commerce St &  
 Illinois Ave

EXISTING  
 AERIAL SITE PLAN  
 SCALE: 1/4" = 1'-0"  
 NORTH

351'-0"  
 VERIFY

Illinois Ave

Illinois Ave

S 11th St

II

4.3

R. O. No. 236 - 16 - 17. By CITY CLERK. March 6, 2017.

Submitting an application from KCG Development, LLC, requesting an amendment of the Official Zoning Map from Use District Classification Urban Industrial (UI) to Use District Classification Central Commercial (CC).

*City Plan*

---

City Clerk

OFFICE USE ONLY

APPLICATION NO.: \_\_\_\_\_

RECEIPT NO.: # 170209

FILING FEE: \$200.00 (Payable to City of Sheboygan)

*sk*

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: KCG Development, LLC PHONE NO.: ( 317) 409-7776

ADDRESS: 11555 N. Meridian Street, Ste 400, Carmel, IN 46032

E-MAIL: Matt.Gilhooly@kcgdevelopment.com

OWNER OF SITE: Roadster Sheboygan, LLC (Chris Coakley)

PHONE NO.: (412) 272-4040

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 1031 Maryland Avenue

LEGAL DESCRIPTION: Original Plat, Being all of Block 230 and the vacated north 20' of Illinois Avenue adjacent to said Block 230 and vacated 18' East/West Alley in Block 230 located in the NW ¼ of the NW ¼ of Section 26, T. 15N., R. 23 E. in the City of Sheboygan, Sheboygan County, State of Wisconsin.

PARCEL NO. 505650 MAP NO. 26

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Central Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: The building is currently used for storage purposes in select areas of the first floor, otherwise sitting primarily vacant.

**BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:** The proposed use is a mixed-use redevelopment anchored by a multifamily housing apartment community with a commercial/retail component.

### **3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT**

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

The site and building in question are located in an area that provides a unique opportunity to create a tangible impact on downtown Sheboygan. While a departure from the current "Employment" designation on the Comprehensive Plan, we believe the proposed Central Commercial designation will allow for a comprehensive redevelopment of the dilapidated structure. The building is also a prominent feature in the midst of the area covered under the City's Indiana Avenue Redevelopment Plan. A large-scale, comprehensive redevelopment of the site which brings residents into downtown area and provides for additional commercial/retail opportunities will act as a catalyst for future commercial development and implementation of the City's plans for the Indiana Avenue Corridor.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: The factor which most closely describes the situation at hand is #3. The Indiana Avenue Redevelopment Plan has created a spotlight on development along

Indiana Avenue and the surrounding collector streets. While factors have not necessarily changed, the subject parcel provides for a prime opportunity to create a tangible impact on downtown Sheboygan and to act as a catalyst for future implementation of the Indiana Avenue plan. The current Urban Industrial designation coupled with the existing condition of the complex may substantially limit the range of opportunities for future development of the site. A rezoning of the subject parcel would allow for a broader array of potential uses and would help facilitate a large-scale, comprehensive redevelopment of the property.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The site is located in a predominately industrial neighborhood on the edge of residential, commercial and retail uses. As the building is expected to be eligible for historic designation, the redevelopment would preserve the history of the nearly 100 year old complex but also maintain the industrial character of the neighborhood. Considering the "dense employment" designation on the comprehensive plan, it is unlikely the proposed mixed-use complex would create a higher intensity or traffic count than originally intended. Further, the proposed mixed-use development would be a perfect transition between the industrial, employment uses to the north and the commercial, retail and residential uses surrounding the property to the south, east and west.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

There are 9 "Key Initiatives" in the City's Comprehensive Plan. We believe the map amendment, and thus make possible the proposed mixed-use development, would address 5 of those initiatives: promoting infill development and redevelopment; spur economic development and job creation; focusing attention on the City's Growth and Redevelopment Corridors; enhancing the riverfront; and diversifying the City's housing stock.

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

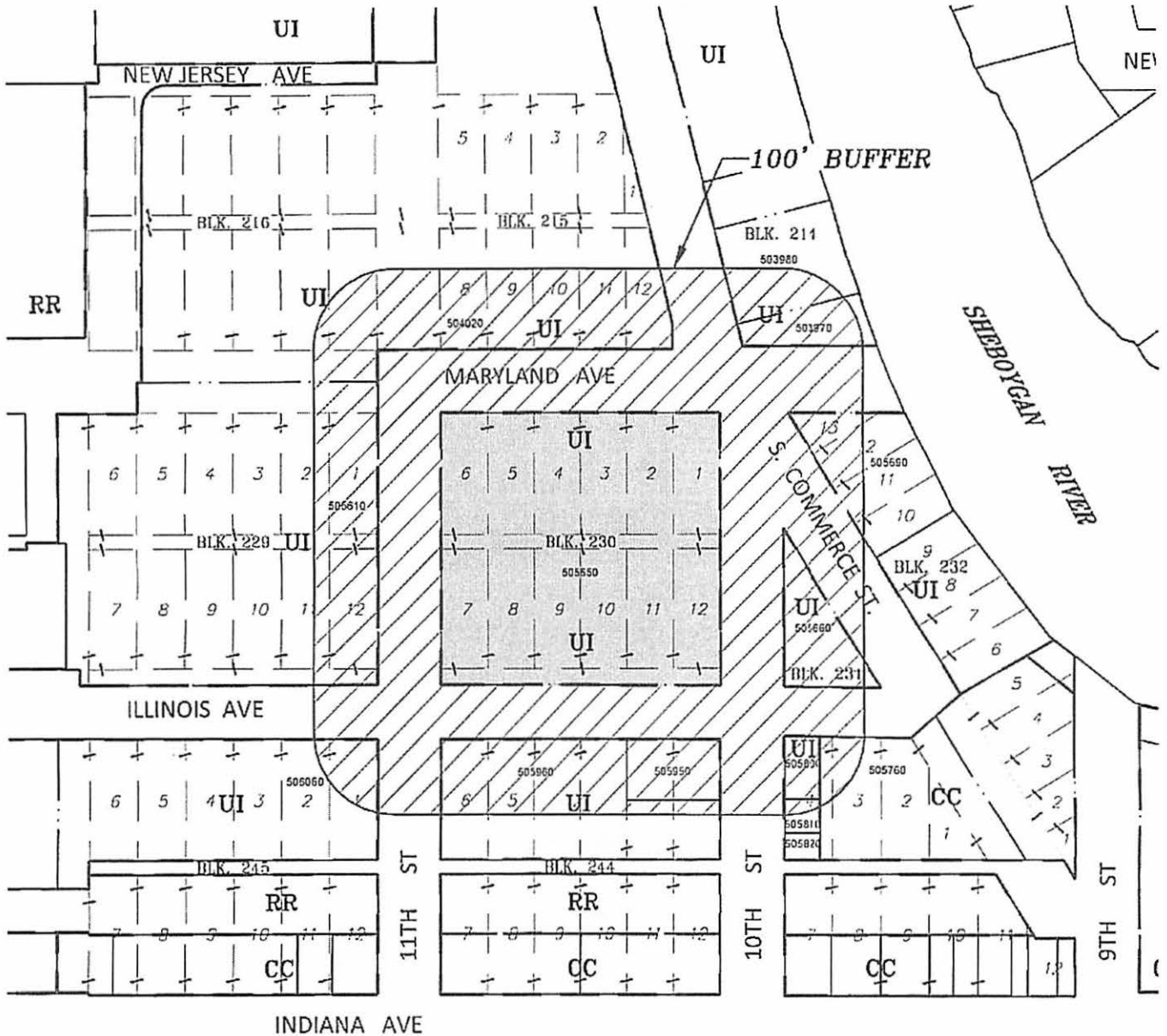
2.13.17  
\_\_\_\_\_  
DATE

MATTHEW GILHEOLEY  
\_\_\_\_\_  
PRINT ABOVE NAME

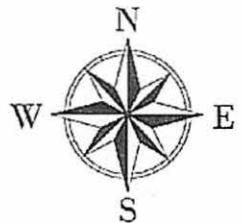
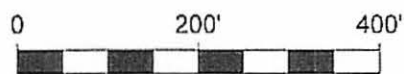
# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL TO CENTRAL COMMERCIAL

## SECTION 26, T. 15 N., R. 23 E.

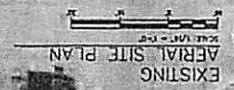
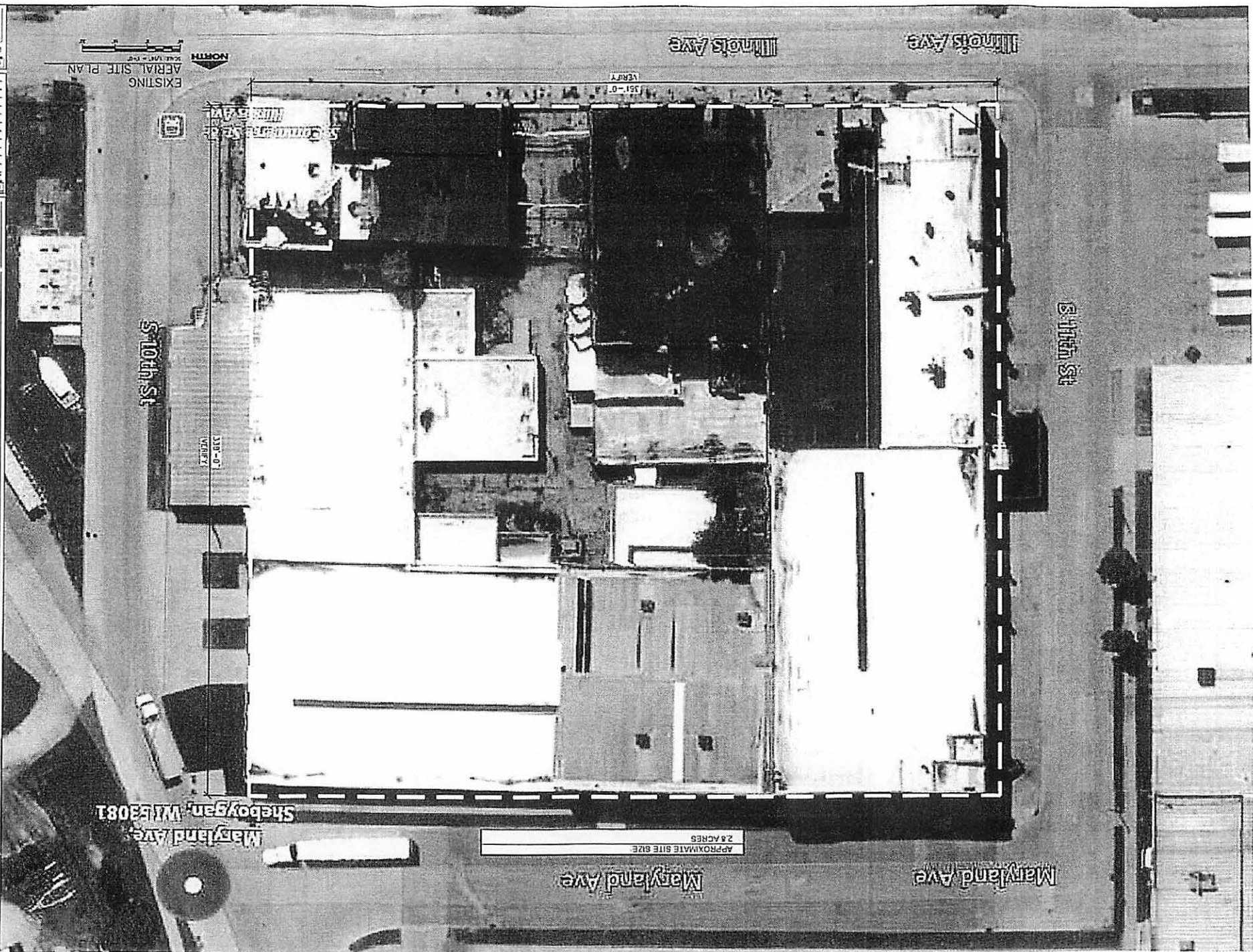
ORIGINAL PLAT, BEING ALL OF BLOCK 230 AND THE VACATED NORTH 20' OF ILLINOIS AVENUE ADJACENT TO SAID BLOCK 230 AND THE VACATED 18' EAST/WEST ALLEY IN BLOCK 230 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 26, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 2.3 ACRES ±



**KCG DEVELOPMENT**



**1.5**  
 PRELIMINARY  
 NOT FOR CONSTRUCTION  
 DATE: 01.23.2017  
 PROJECT: KCG DEVELOPMENT  
**2017 WHEDA PRELIMS**  
 1031 MARYLAND AVE • SHEBOYGAN, WI 53081  
**EXCEL**  
 2017 EXCEL PRELIMS  
 SHEBOYGAN, WI 53081  
 PROJECT: KCG DEVELOPMENT  
 DATE: 01.23.2017



APPROXIMATE SITE SIZE  
2.8 ACRES

Maryland Ave  
 Sheboygan, WI 53081  
 S 10th St  
 S 11th St

Maryland Ave

Maryland Ave

S 10th St

S 11th St

Illinois Ave

Illinois Ave

VERBLY  
151-03

EXISTING AERIAL SITE PLAN



February 13, 2017

Mayor Mike Vandersteen  
City of Sheboygan Plan Commission and Common Council

City Hall  
828 Center Avenue  
Sheboygan, Wisconsin 53081

Re: Rezone and Comprehensive Plan Map Amendment Appeal for Parcel No. 59281505650 (1031 Maryland Ave.)

## INTRODUCTION

The purpose of this letter is to provide context around the nature and grounds for a rezoning request and an amendment to the City of Sheboygan's Comprehensive Plan map for Parcel No. 59281505650. The rezoning and map amendment requests are the groundwork for a transformative mixed-use redevelopment that is poised to become the next premier housing community in Sheboygan's Harbor Centre and which will act as a catalyst for future commercial development along the Indiana Avenue corridor.

The industrial complex which occupies the entire site was originally constructed in 1920 by the Badger State Tanning Company. KCG Development, LLC ("KCG") proposes an adaptive-reuse redevelopment of the complex into a mixed-use property anchored by a multifamily housing community. As the complex is expected to be eligible for listing on the National Register of Historic Places, the redevelopment will restore the property's interior and exterior aesthetic in accordance with state and federal historic guidelines; preserving the history of the 97 year old building but also the industrial character of the neighborhood. The Badger State building is visible from a number of locations in Sheboygan, along Indiana Avenue as well as a number of locations in the Lower Downtown, Boatworks, Indiana Avenue, and Urban Employment Districts. As the project under consideration also includes a river-front parcel across S Commerce/S 10<sup>th</sup> Street, the proposed redevelopment offers a prime opportunity to create a tangible impact on downtown Sheboygan and foster an environment for new capital, employment, recreation and people.

We acknowledge the proposed use is a departure from current zoning regulations and the future land uses contemplated in the City's Comprehensive Plan, though we firmly believe redeveloping this underutilized asset will be a lynchpin in the City's efforts to revitalize the Indiana Avenue corridor as well as to attract new business and entrepreneurship.

KCG formally requests rezoning the subject parcel from Urban Industrial to Central Commercial and an amendment to the City's Comprehensive Plan Map covering the subject parcels from Employment to Central

### KCG Development

11555 N. Meridian Street, Suite 400 | Carmel, IN | 46032 | (317) 708-6519

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

Mixed Use (“Requests”). Passage of the Requests will allow KCG to pursue a Conditional Use Permit and undergo the Architectural Review process with the City of Sheboygan for the proposed development.

## WHO WE ARE – KCG DEVELOPMENT, LLC

KCG was formed in 2015 to develop, acquire, rehabilitate and own apartment communities in the East, Midwest, South and Southeast. We take a triple bottom line approach to development with the focus on maximizing environmental, social and financial returns within our communities and partners. We understand that the social impact and profitable development do not have to be mutually exclusive. KCG knows that vibrant communities must have connections to all who live and work there. Recognizing that need and knowing ways to address it is what sets our team apart. We have a passion for creating communities that have a positive impact on residents and the overall community.

KCG was formed by its Founder and President, RJ Pasquesi, after successful tenures with a couple of companies in the real estate industry, specifically the past decade in a Senior Executive position with a multi-family development company. Over his career, RJ has been involved in the financing and development of [49] multi-family properties totaling nearly [4,000] units across 11 states, including 6 projects in Wisconsin, three of which were historic adaptive re-use in nature. The balance of the KCG team is comprised of an impressive group of individuals that, too, have substantial experience in various aspects of the real estate industry. RJ and KCG’s Vice Presidents cumulatively bring forth development and financing experience on 83 multifamily projects spanning 13 states, 7,500 housing units, and over \$1.4B in total development costs.

The most meaningful measure of our accomplishments is the lasting legacy we have with the communities we have had the privilege in serving and the families we have helped along the way to provide safe, beautiful, and affordable homes. We strive to reach beyond just real estate development and into the realm of community development. Ultimately, we want to connect people and ideas with capital, so that together we can create meaningful economic, environmental, and social impacts. We work hard to nurture existing relationships and develop new ones. We build alliances through responsiveness and an open attitude. It is through collaboration that we can unlock complexities and discover true possibilities. History has taught us there is no better way to build successful communities.

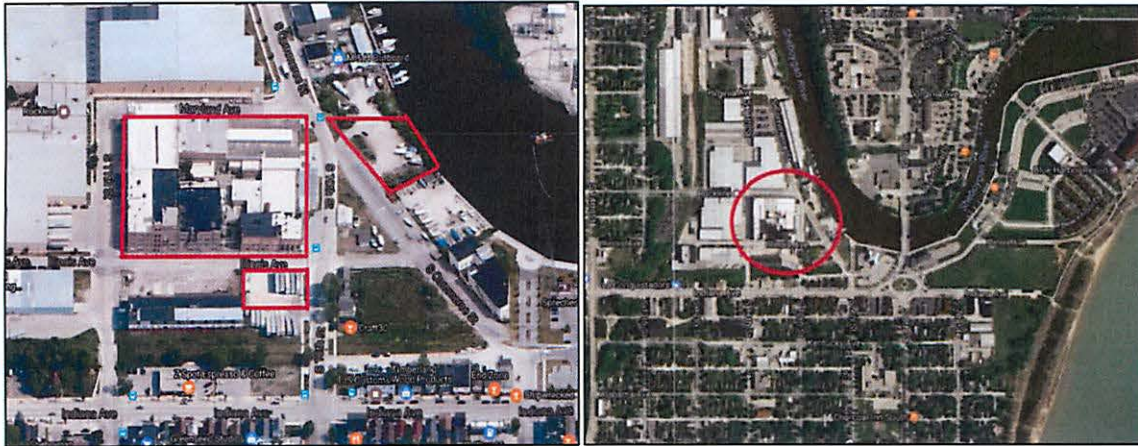
## ABOUT THE PROJECT

The complex was originally constructed in 1920 by the Badger State Tanning Company after the company’s prior complex at the site was destroyed by fire. The complex is a collection of buildings built between the 1920’s and 1970’s that encompass nearly the entire block bound by Maryland Avenue, S 10<sup>th</sup> Street, Illinois Avenue, and S 11<sup>th</sup> Street in downtown Sheboygan. The overall development also includes a 0.21 acre parcel at the SW corner of Illinois Ave and S 10<sup>th</sup> Streets as well as a 0.37 acre riverfront parcel to the east across Commerce Street. Our goal is to work with our design team and the State Historic Preservation Office/National Parks Service to demolish non-contributing appendage buildings and reintroduce green space and open lines of sight at the Badger State site. New historically accurate windows will replace the broken collection that has amassed over the years and the buildings’ façade and exterior envelope will receive much needed restoration.

### KCG Development

11555 N. Meridian Street, Suite 400 | Carmel, IN | 46032 | (317) 708-6519

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



The redevelopment will create apartment units, community and amenity spaces, and interior parking stalls in the main “L” shaped building fronting S 11<sup>th</sup> Street and Maryland Avenue. We envision the 3-story “Boiler House” at the NW corner of Illinois and 10<sup>th</sup> Streets to receive a historic retrofit and serve a commercial or retail use, such as a restaurant, marketplace, brewery, etc. The small 0.21 acre parcel at the SW corner of Illinois and 10<sup>th</sup> Streets may serve as parking for this establishment or as visitor parking for the multifamily component, an allowed use under zoning regulations governing that parcel.

The riverfront parcel offers an exciting opportunity to enhance the appeal of the apartment community but also further the City’s plans for revitalizing the Boatwork District. *We endeavor to work with governmental and community partners to determine the best use(s) of the riverfront parcel to maximize the impact on the immediate area and the community at large.*

Approval of the Requests will allow KCG to further develop plans for the redevelopment. With input from our design team, historic consultant, and the City, design-development drawings will be drafted and the project will be brought to the City of Sheboygan and Architectural Review Board for consideration of a Conditional Use Permit.

#### **GROUND FORS REZONING AND COMPREHENSIVE PLAN AMENDMENT**

The site is currently zoned Urban Industrial and earmarked as an “Employment” district on the future land use map in the City’s Comprehensive Plan. While this designation appears reasonable considering the property’s location amongst predominantly industrial and manufacturing uses, the condition, location, and prominence of the Coakley Building provide both unique challenges and opportunities for any future development or redevelopment.

The sheer size and condition of the building may be an impediment to redeveloping the property with an industrial or employment base. The complex is a collection of 250,000 square feet of buildings in various conditions with different construction types, dates, layouts and finishes. There are also portions of the property which are too deteriorated to preserve or reuse and, in our opinion, there are few areas within the building that are immediately ready for use by an occupant other than the current use as a storage or warehouse facility. It is our opinion future interest in the building under Urban Industrial zoning regulations will be limited to small scale operations in different portions of the building which are most suitable for the individual proposed use. The size,

condition, and capitol required to redevelop the Coakley Building complex as a whole into a useable form drastically limits the range of opportunities and would potentially force industrial-users to look first towards acquisition of existing, operational industrial facilities in the immediate area or new construction sites. However, a *Central Commercial* zoning designation and *Central Mixed Use* classification on the comprehensive plan would allow for a broader array of potential uses and would help facilitate a large-scale, comprehensive redevelopment of the property.

We recognize the advantage of designated employment districts as a vital component of strategic planning as well as the desire to maintain the industrial heritage of this area. While the proposed mixed-use development does not specifically facilitate dense employment, it does create construction jobs, an undetermined number of permanent jobs, and the urban housing opportunities called upon in the Indiana Avenue Redevelopment Plan. A prominent mixed-use housing development would be mutually beneficial to prospective employers and employees in determining suitable locations for business creation, expansion, and housing opportunities. The redevelopment would provide employees of local businesses and within the surrounding industrial park a desirable living environment proximate to many downtown amenities and central to the future transportation corridors planned to traverse the downtown, riverfront and lakefront areas.

Further, it is our opinion redeveloping the Coakley Building complex into a mixed-use destination will help promote the core missions and expedite the implementation of the City's Indiana Avenue Redevelopment Plan. According to the Plan, "The focus of the Indiana Avenue redevelopment is the reinforcement...through enhancement of the existing commercial district with rehabilitation of existing buildings (preservation of historic commercial building stock, redevelopment of vacant sites, and increased business development)." The proposed project directly addresses that goal and provides a unique opportunity for a mixed-use, historic redevelopment to become a focal point and catalyst for future implementation of the plan.

#### SUMMARY

In consideration of the above, we request the Plan Commission and Common Council consider and approve the Requests for rezoning the subject parcel from Urban Industrial to Central Commercial and an amendment to the City's Comprehensive Plan Map covering the subject parcels from Employment to Central Mixed Use. If granted approval, KCG will work with community and design partners to create design-development plans to submit with a Conditional Use Permit application accompanied by Architectural Board review.

We appreciate your time and consideration of the proposed redevelopment. We hope to build upon the project's momentum and look forward to working collaboratively with the City of Sheboygan to bring this vision to reality. Should you have any questions, please don't hesitate to contact me.

Respectfully,



RJ Pasquesi – President; KCG Development, LLC

#### KCG Development


11555 N. Meridian Street, Suite 400 | Carmel, IN | 46032 | (317) 708-6519  
www.kcgdevelopment.com

DATE

Mr. Steve Sokolowski

City of Sheboygan Plan Commission and Common Council  
828 Center Avenue  
Sheboygan, Wisconsin, 53081

I, Chris Coakley (Seller), support and hereby authorize KCG Development, LLC (Buyer) to submit a rezone and comprehensive plan map amendment application for my property located at 1031 Maryland Avenue.

  
Owner – Roadster Sheboygan, LLC

  
Date

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 170209

License No: 0000

Date: 02/16/2017

Received By: MMD

Received From: KCG VENTURES, LLC

Memo: 1031 MARYLAND AVE - REZONE

Method of Payment: \$200.00 Check No. 000227

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

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



SUE -

PLEASE GIVE ME A CALL WHEN YOU HAVE A MOMENT TO DISCUSS THE PLAN COMMISSION DATES. I SPOKE WITH STEVE SOKOLOWSKI PREVIOUSLY, BUT WILL NOT BE ABLE TO MAKE A 2/28 PLAN COMMISSION MEETING. AS SUCH, WE'D LIKE TO "DELAY" THE INITIAL SUBMISSION TO COUNCIL SUCH THAT THE PLAN COM. MEETING WOULD NOT FALL ON THAT DATE.

THANKS!

MATTHEW GILHOOLY  
317.409.7776

**II**

R. O. No.       - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by proceeding in REM, 2010, 2011, 2012 and 2013, Number Forty-Three.

*Inance*

---

City Clerk

三

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

IN THE MATTER OF THE  
FORECLOSURE OF TAX LIENS  
UNDER WIS. STAT. § 75.521  
BY SHEBOYGAN COUNTY,  
LIST OF TAX LIENS FOR  
2010, 2011, 2012, AND 2013  
NUMBER FORTY-THREE

Case Classification Code: 30405

Case No. 17GF005

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY  
BEING FORECLOSED BY PROCEEDING IN REM. 2010, 2011, 2012 AND 2013  
NUMBER FORTY-THREE

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2010 through 2013, sales of 2011 through 2014, and alleges and shows to the Court:

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

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

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

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

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

[The "Principal Sum of Lien" amounts are as of February 21, 2017, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

(The rest of this page intentionally left blank.)

CLERK CIRCUIT COURT  
FILED  
2017 MAR - 3 P 3:55  
SHEBOYGAN COUNTY  
WISCONSIN

**LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED  
BY PROCEEDING *IN REM.* 2010, 2011, 2012, AND 2013  
NUMBER FORTY-THREE**

**PARCEL NO. 59002010490**

**Owner(s) of Record:**

Jeffrey John Ferguson, a/k/a Jeffrey J. Ferguson, a single person, by virtue of a Quit Claim Deed dated June 19, 2001 and recorded September 14, 2001 at 9:27 a.m. in Volume 1875 of Records, Page 473 as Document Number 1610163; and by a Warranty Deed dated February 17, 1984 and recorded February 20, 1984 at 11:18 a.m. in Volume 953 of Records, Page 891 as Document Number 1098818.

**Property Address:**

W7798 Plank Road, Glenbeulah, WI 53023

**Legal Description:**

Lots 1 and 2 in Block 11, Greenbush, according to the recorded Plat thereof, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Jeff Ferguson, a/k/a Jeffrey J. Ferguson, a single person, to Citizens State Bank, (no address provided), dated February 13, 1984 and recorded February 20, 1984, at 11:18 a.m. in Volume 953 of Records, Pages 892/3 as Document Number 1098819, securing the principal sum of \$37,000.00.

Assignment of Mortgage from Valley Bank East Central (f/k/a Citizens State Bank) to National Exchange Bank & Trust, 105 E. Main Street, Glenbeulah, WI 53023, dated November 14, 1994 and recorded November 28, 1994 at 4:24 p.m. in Volume 1376 of Records, Pages 884/5 as Document Number 1416602.

**Judgments/Liens:**

Federal Tax Lien executed against Jeffrey J. Ferguson in favor of Internal Revenue Service, (no address provided), dated August 5, 2013 and filed August 13, 2013 at 1:31 p.m. as Document Number 1974100 in the amount of \$14,783.80.

Judgment executed against Jeff Ferguson in favor of Plymouth Utilities, P.O. Box 277, Plymouth, WI 53073-0277, Sheboygan County Circuit Court Case Number 16SC1537, entered August 15, 2016 and docketed August 17, 2016 at 9:15 a.m. in the principal sum of \$526.50 (Attorney Andrew H. Morgan Esq.).

Judgment executed against Jeffrey Ferguson in favor of Wisconsin Electric Power Company, 231 W. Michigan Street, Suite P320, Milwaukee, WI 53209, Sheboygan County Circuit Court Case Number 09SC3858, entered February 1, 2010 and docketed February 17, 2010 at 12:04 p.m. in the principal sum of \$2,403.68 (Attorney Terrence S. Cerni).

**Taxes:**

Certificate No.:	30	31
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$2,160.87	\$1,069.69
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

**Other:**

None

**PARCEL NO. 59271829689**

**Owner(s) of Record:**

Tammy L. Makowski, by virtue of a Warranty Deed dated September 26, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837531.

**Property Address:**

1372 Greystone Drive, Plymouth, WI 53073

**Legal Description:**

Lot 31, Greystone Settlement Addition No. 1, City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Tammy L. Makowski, a single person, to Iowa Wisconsin Real Estate, LLC (no address provided), dated October 2, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837532, securing the principal sum of \$267,257.00.

**Judgments/Liens:**

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7277, filed December 12, 2016.

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7278, filed December 12, 2016.

Possible future judgment against Tammy L. Makowski in favor of Sheboygan County, Sheboygan County Circuit Court Case Number 16TR7279, filed December 12, 2016.

**Taxes:**

Certificate No.:	687
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,082.83
Date Interest and Penalty Computed:	2/1/2014

**Other:**

Restrictive Covenants dated February 3, 2006 and recorded February 10, 2006 at 11:16 16 a.m. as Document Number 1790685.

Six foot storm easement along the South and portion of the North lot line; 12' storm easement along the West lot line; and 25' utility and drainage easement as recorded in Volume 15 of Plats, Page 226.

**PARCEL NO. 59281000880**

**Owner(s) of Record:**

Randy R. Stein, by virtue of a Special Warranty Deed dated May 30, 2012 and recorded May 31, 2012 at 9:53 a.m. as Document Number 1945760.

**Property Address:**

1725 N. 4th Street, Sheboygan, WI 53081

**Legal Description:**

The South 35 feet 7 inches of the North 75 feet 7 inches of Lot Number 31, Block 1 of Assessment Subdivision Number 4, City of Sheboygan

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Randy Stein in favor of UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, Sheboygan County Circuit Court Case Number 14SC2546, entered November 10, 2014 and docketed November 26, 2014 at 11:06 a.m. in the principal sum of \$507.82 (no attorney listed).

Possible Child Support Lien against Randy Stein, Date of Birth April 23, 1975, Docket Number 410057, filed October 7, 2012 in the principal sum of \$4,507.87, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233.

**Taxes:**

Certificate No.:	693
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$2,021.54
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281002310**

**Owner(s) of Record:**

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

**Property Address:**

1817 N. 3rd Street, Sheboygan, WI 53081

**Legal Description:**

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

**Mortgages:**

Mortgage executed by Darrell W. and Debra Braaksma to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated October 30, 2001 and recorded January 10, 2002 at 2:52 p.m. in Volume 1939 of Records, Page 144 as Document Number 1623940, securing the principal sum of \$25,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	701
Tax Year:	2013
Sale Year:	2014

Principal Sum of Lien: \$2,759.19  
Date Interest and Penalty Computed: 2/1/2014

**Other:**  
None

---

**PARCEL NO. 59281007450**

**Owner(s) of Record:**

Charles P. Bruyette, by virtue of a Warranty Deed dated December 19, 2005 and recorded December 21, 2005 at 9:05 a.m. as Document Number 1785612.

**Property Address:**

1607 N. 7th Street, Sheboygan, WI 53081

**Legal Description:**

That part of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7), being East of the East line of North Seventh Street; also the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Six (6); also the South Fifty (50) feet of the North One Hundred (100) feet of the West Ten (10) feet of Lot Number Five (5), all in End's Subdivision of the East Half (E ½) of Lot Number One (1) and the South Half (S ½) of Lot Number Two (2) of Bates Addition to the City of Sheboygan, except the West Twenty-Six (26) feet of the South Fifty (50) feet of the North One Hundred (100) feet of Lot Number Seven (7) taken for North Seventh Street, City of Sheboygan, Sheboygan County, Wisconsin.

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Charles P. Bruyette in favor of Capital One Bank USA NA, 140 E. Shore Drive, 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 16SC633, entered April 18, 2016 and docketed April 22, 2016 at 2:46 p.m. in the principal sum of \$4,620.52. (Attorney Vincent Bauer).

**Taxes:**

Certificate No.: 717  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,874.81  
Date Interest and Penalty Computed: 2/1/2014

**Other:**

DILHR Certificate of Compliance dated April 27, 1994 and recorded May 12, 1994 at 10:17 a.m. in Volume 1344 of Records, Pages 455/6 as Document Number 1403994.

---

**PARCEL NO. 59281105930**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants, by virtue of a Warranty Deed dated July 12, 1967 and recorded July 14, 1967 at 2:53 p.m. in Volume 515 of Records, Page 370/1 as Document Number 893021.

**Property Address:**

508 Niagara Avenue, Sheboygan, WI 53081

**Legal Description:**

The East One-half (E ½) of Lot Number Eleven (11), Block Number One Hundred Three (103) of the Original Plat of the City of Sheboygan

**Mortgages:**

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife and as joint tenants, to Wells Fargo Bank Wisconsin, National Association, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated May 29, 2002 and recorded July 5, 2002 at 2:55 p.m. as Document Number 1641560, securing the principal sum of \$60,120.77.

**Judgments/Liens:**

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

**Taxes:**

Certificate No.:	758	759
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$2,140.36	304.14
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

**Other:**

None

**PARCEL NO. 59281109840**

**Owner(s) of Record:**

Winning Investments, LLC, by virtue of a Warranty Deed dated April 9, 2005 and recorded April 25, 2005 at 1:22 p.m. as Document Number 1763367.

**Property Address:**

701 S. 8th Street, Sheboygan, WI 53081

**Legal Description:**

The North 50 feet of Lots 5 and 6, Block 205, Original Plat, City of Sheboygan, Wisconsin, excepting and reserving therefrom the East 12 feet of said Lot 5 for purposes of a driveway to be used in common with the owners of Lot 4 and their heirs and assigns, and owners of real estate lying South of the property conveyed herein, as their interest in such driveway does appear of record. Further except and reserve therefrom the right of the owners of said Lot 4, to-wit: The West Bay Trading Company of Sheboygan, to locate mechanical equipment such as heating and air conditioning equipment on the 12 foot easement on the East line of said Lot 5.

**Mortgages:**

Mortgage executed by Winning Investments, LLC to St Francis Bank, a division of MidAmerica Bank, fsb, 13400 Bishops Lane, Suite 190, Brookfield, WI 53005, dated April 12, 2005 and recorded April 25, 2005 at 1:22 p.m. as Document Number 1763366, securing the principal sum of \$131,000.00.

Lis Pendens as it relates to the Mortgage in Document Number 1763366, executed by PNC Bank, N.A. (as successor in interest by merger to St. Francis Bank), "Plaintiff, -vs- Winning Investments, LLC, etal, "Defendants", Sheboygan County Circuit Court Case Number 12CV580, dated July 3, 2012 and recorded July 5, 2012 at 4:18 p.m. as Document Number 1947913. (Attorney Robert G. Pyzyk, P.O. Box 444, Menomonee Falls, WI 53052-0444).

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	772	773
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$3,690.57	338.41
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

**Other:**

Ordinance granting encroachment dated February 8, 1989 and recorded February 21, 1989 at 10:51 a.m. in Volume 1104 of Records, Page 459/60 as Document Number 1181979.

Ordinance granting encroachment dated January 5, 1995 and recorded January 10, 1995 at 2:05 p.m. in Volume 1376 of Records, Page 371/2 as Document Number 1419511.

---

**PARCEL NO. 59281202720**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, Page 850 as Document Number 1174394; and by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:20 p.m. in Volume 1090 of Records, Page 851 as Document Number 1174395.

**Property Address:**

1219 N. 16th Street, Sheboygan, WI 53081

**Legal Description:**

The South Seventy-Five (75) feet of Lot Six (6), Block Fifty-Six (56) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank Wisconsin, National Association, 2800 Calumet Drive, Sheboygan, WI 53083, dated April 2, 2003 and recorded April 28, 2003 at 12:04 p.m. as Document Number 1682944, securing the principal sum of \$69,000.00.

**Judgments/Liens:**

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

**Taxes:**

Certificate No.:	801
Tax Year:	2013

Sale Year: 2014  
Principal Sum of Lien: \$1,530.34  
Date Interest and Penalty Computed: 2/1/2014

**Other:**  
None

---

**PARCEL NO. 59281203660**

**Owner(s) of Record:**

Tou Lee and Cha Mee Vang, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated October 25, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Page 338 as Document Number 1614937.

**Property Address:**

1118B St. Clair Avenue, Sheboygan, WI 53081

**Legal Description:**

The North ½ of Lot 10, Block 60, Original Plat of the City of Sheboygan

**Mortgages:**

Mortgage executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee), husband and wife, as survivorship marital property to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875258, in the principal sum of \$49,000.00.

Assignment of Rents executed by Tou Lee and Cha Mee Vang (n/k/a Manasty V. Lee), husband and wife, as survivorship marital property to Johnson Bank, 701 N. 8th Street, Sheboygan, Wisconsin, 53081-4504, dated April 13, 2009 and recorded April 17, 2009 at 12:57 p.m. as Document Number 1875259.

Lis Pendens as it relates to the Mortgage in Document Number 1875258, executed by Johnson Bank, "Plaintiff", -vs- Tou Lee and Manasty V. Lee, etal, "Defendants", Sheboygan County Circuit Court Case Number 13CV506, dated July 8, 2013 and recorded July 9, 2013 at 11:58 a.m. as Document Number 1971931. (Attorney Adam A. Bardosy, 731 N. Jackson Street, Suite 900, Milwaukee, WI 53202).

**Judgments/Liens:**

Judgment executed against Tou Lee in favor of Olsen, Kloet, Gunderson & Conway, 602 N. 6th Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 16SC416, entered March 28, 2016 and docketed March 31, 2016 at 4:29 p.m. in the principal sum of \$1,162.14 (Attorney Joseph J. Voelkner).

Judgment executed against Tou Lee and Cha Mee Vang in favor of Thompson Sheet Metal & Heating Inc, 1756 University Avenue, Green Bay, WI 54302, Sheboygan County Circuit Court Case Number 10TJ15, entered February 2, 2010 and docketed February 5, 2010 at 4:00 p.m. in the principal sum of \$17,097.19 (Attorney Ronald F. Metzler).

Judgment executed against Tou Lee in favor of Wisconsin Public Service Corporation, P.O. Box 19001, 700 N. Adams Street, Green Bay, Wisconsin, 54307-9001, Sheboygan County Circuit Court Case Number 09TJ4, entered July 9, 2008 and docketed January 23, 2009 at 3:36 p.m. in the principal sum of \$8,310.84 (Attorney Ann Louise Patteson).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 07CT943, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of \$53.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CT274, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of \$110.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CT364, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of \$375.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08CT138, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of \$614.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09CT309, entered October 15, 2010 and docketed October 15, 2010 at 3:35 p.m. in the principal sum of \$614.00 (no attorney listed).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12FA362, entered September 16, 2016 and docketed September 16, 2016 at 1:40 p.m. in the principal sum of \$1,922.73 (no attorney listed).

Judgment executed against Toua Lee in favor of LVNV Funding LLC, 1515 S. Main Street, Greenville, SC 29601, Sheboygan County Circuit Court Case Number 14SC1152, entered June 9, 2014 and docketed June 30, 2014 at 11:50 a.m. in the principal sum of \$681.04 (Attorney Jeffrey E. Schelble).

Judgment executed against Toua Lee in favor of Central Prairie Financial LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 12SC1673, entered July 9, 2012 and docketed July 19, 2012 at 12:42 p.m. in the principal sum of \$2,072.02 (Attorney Jillian N. Walker).

Judgment executed against Toua Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06TR1591, entered March 2, 2007 and docketed March 2, 2007 at 4:30 p.m. in the principal sum of \$160.80 (no attorney listed).

Judgment executed against Tou Chee Moua Lee in favor of Target National Bank, 1100 US Bank Plaza, 200 S. 6th Street, % Meyer & Njus PA, Minneapolis, MN 55402, Sheboygan County Circuit Court Case Number 12SC2825, entered November 26, 2012 and docketed December 3, 2012 at 2:14 p.m. in the principal sum of \$1,054.12 (Attorney Ryan Dale Peterson).

Judgment executed against Tou L. Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CM1021, entered April 11, 2014 and docketed April 11, 2014 at 2:42 p.m. in the principal sum of \$265.00 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3280, entered October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of \$160.80 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3279, entered

October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of \$160.80 (no attorney listed).

Judgment executed against Seng Lee in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR3281, entered October 2, 2009 and docketed October 2, 2009 at 3:09 p.m. in the principal sum of \$186.00 (no attorney listed).

**Taxes:**

Certificate No.:	815
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,757.60
Date Interest and Penalty Computed:	2/1/2014

**Other:**

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 13-34215-gmh, Chapter 13, filed by Tong Seng Lee and Manasky Vang Lee (still in process).

Weatherization Stipulation dated October 30, 2001 and recorded October 31, 2001 at 10:43 a.m. in Volume 1895 of Records, Pages 338/9 as Document Number 1614937 (attachment to Warranty Deed).

---

**PARCEL NO. 59281204350**

**Owner(s) of Record:**

Olympic Real Estate, LLC, by virtue of a Warranty Deed dated March 30, 2009 and recorded August 25, 2009 at 11:01 a.m. as Document Number 1885872.

**Property Address:**

1111 N. 12th Street, Sheboygan, WI 53081

**Legal Description:**

The North 39 and ¾ feet of the South 110 feet of Lot 7 in block 79 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Adrienne Boutillier (prior owner) in favor of D&M Plumbing & Heating, 1020 Michigan Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC159, entered February 4, 2008 and docketed February 11, 2008 at 12:27 p.m. in the principal sum of \$354.55 (Attorney Daniel John Rostollan). Said Judgment is included in below bankruptcy, but not satisfied.

**Taxes:**

Certificate No.:	827
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$247.32
Date Interest and Penalty Computed:	2/1/2014

**Other:**

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 08-20339-mdm, Chapter 13, filed Adrienne Boutillier (prior owner), terminated August 4, 2009.

---

**PARCEL NO. 59281204610**

**Owner(s) of Record:**

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

**Property Address:**

1212 Erie Avenue, Sheboygan, WI 53081

**Legal Description:**

The South ½ of Lot 11, Block 80, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Payman Homayouni and Betty Jane Homayouni, husband and wife, to Mortgage Electronic Registration Systems, Inc., as nominee for CSMC, Inc., (no address provided) dated July 21, 2005 and recorded August 8, 2005 at 1:40 p.m. as Document Number 1773094, securing the principal sum of \$66,950.00.

Mortgage Assignment from Mortgage Electronics Registration Systems, Inc. to Residential Fund 321, LLC, 901 Calle Amanecer, Suite 150, San Clemente, CA 92673, dated September 28, 2011 and recorded December 7, 2011 at 3:42 p.m. as Document Number 1935288.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1072	968	828	829
Tax Year:	2011	2012	2013	2013
Sale Year:	2012	2013	2014	2014
Principal Sum of Lien:	\$1,466.69	\$1,414.11	\$1,425.07	\$614.49
Date Interest and Penalty Computed:	2/1/2012	2/1/2013	2/1/2014	2/1/2014

**Other:**

DILHR Certificate of Compliance dated May 10, 1999 and recorded May 14, 1999 at 3:14 p.m. in Volume 1668 of Records, Page 921 as Document Number 1543529.

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 11-33726-svk, Chapter 13, filed by Payman Homayouni and Betty Jane Homayouni, terminated February 2, 2017.

---

**PARCEL NO. 59281205050**

**Owner(s) of Record:**

Stacy Luedke, by virtue of a Special Warranty Deed dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867718.

**Property Address:**

1529 St. Clair Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Five (5), Block Eighty-Three (83) of the Original Plat in the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Stacy R. Luedke a/k/a Stacy Luedke, to Community Bank Group, 1040 N. Main Street, P.O. Box 99, Sheboygan Falls, WI 53085, dated April 18, 2008 and recorded January 14, 2009 at 2:19 p.m. as Document Number 1867719, securing the principal sum of \$63,000.00; amendment and restatement dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877621; assignment of rents dated March 5, 2009 and recorded May 13, 2009 at 1:50 p.m. as Document Number 1877622.

**Judgments/Liens:**

Judgment executed against Stacy R. Luedke in favor of BMO Harris Bank NA, 770 N. Water Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 13CV349, dated July 15, 2013 and docketed July 15, 2013 at 4:19 p.m. in the principal sum of \$64,536.77 (Attorney Matthew J. Krawczyk).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ151, dated July 10, 2013 and docketed June 23, 2014 at 9:09 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ153, dated October 23, 2013 and docketed June 23, 2014 at 9:06 a.m. in the principal sum of \$812,360.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ152, dated July 10, 2013 and docketed June 23, 2014 at 9:08 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against Stacy R. Luedke in favor of Troy Shaw and Jody Decker, 1529 St. Clair Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC683, dated July 8, 2009 and docketed July 14, 2009 at 3:20 p.m. in the principal sum of \$630.00 (Attorney Barry S. Cohen).

Judgment executed against Stacy Luedke in favor of Cavalry SPV I, 9522 E. 47th Place, Suite H, Tulsa, OK, 74145, Sheboygan County Circuit Court Case Number 15SC1628, dated August 24, 2015 and docketed September 24, 2015 at 12:58 p.m. in the principal sum of \$2,679.61 (Attorney Dustin Allen McMahon).

**Taxes:**

Certificate No.:	833
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,492.05
Date Interest and Penalty Computed:	2/1/2014

**Other:**

Right-of-Way Grant dated January 29, 1981 and recorded May 8, 1981 at 9:32 a.m. in Volume 899 of Records, Page 673/4 as Document Number 1066468.

**PARCEL NO. 59281206130**

**Owner(s) of Record:**

Sandra L. Fries, a single person, by virtue of a Warranty Deed dated December 15, 1998 and recorded December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, Page 461 as Document Number 1528238.

**Property Address:**

1018B N. 11th Street, Sheboygan, WI 53081

**Legal Description:**

The South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

**AND:**

Commencing at the Northeast corner of the South Seventy-Three (73) feet of the West Half (W ½) of Lot Three (3), Block Ninety-Two (92), thence South Seventy-Three (73) feet to the Southeast corner of said South Seventy-Three (73) feet of the West Half (W ½), thence East Seven (7) feet, thence North Forty-Four (44) feet parallel with the West line of Lot Three (3), thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning, thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-Two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	847
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$697.27
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281208750**

**Owner(s) of Record:**

Devin W. Nowak, by virtue of a Warranty Deed dated December 19, 2003 and recorded on December 26, 2003 at 8:26 a.m. as Document Number 1719338.

**Property Address:**

618 S. 22nd Street, Sheboygan, WI 53081

**Legal Description:**

The South One-Half (S ½) of Lot Six (6) and all of Lot Seven (7), Block Two (2), according to the recorded Plat of Lyman's Addition to the City of Sheboygan, Sheboygan County, Wisconsin, along with the East One-Half (E ½) of the vacated North-South alley adjacent thereto

**Mortgages:**

Mortgage executed by Devin W. Nowak, a single person, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated December 19, 2003 and recorded December 26, 2003 at 8:28 a.m. as Document Number 1719339, securing the principal sum of \$49,200.00.

Mortgage executed by Devin W. Nowak, a single person, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated December 19, 2003 and recorded on December 26, 2003 at 8:28 a.m. as Document Number 1719340, securing the principal sum of \$12,300.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	855
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$604.78
Date Interest and Penalty Computed:	2/1/2014

**Other:**

Ordinance vacating alley dated December 9, 1965 and recorded December 17, 1965 at 11:38 a.m. in Volume 469 of Records, Page 324/6 as Document Number 877087.

---

**PARCEL NO. 59281301460**

**Owner(s) of Record:**

David A. Schleining, by virtue of a Warranty Deed dated August 5, 1996 and recorded August 7, 1996 at 1:37 p.m. in Volume 1460 of Records, Page 44 as Document Number 1457386.

**Property Address:**

Vacant Land on Kentucky Avenue, Sheboygan, WI 53081

**Legal Description:**

The West 30 feet of Lot 4 in Block 267 of the Original Plat of the City of Sheboygan

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ89, entered June 10, 2013 and docketed June 23, 2014 at 11:07 a.m. in the principal sum of \$706.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ90, entered June 10, 2013 and docketed June 23, 2014 at 11:06 a.m. in the principal sum of \$681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ91, entered June 10, 2013 and docketed June 23, 2014 at 11:05 a.m. in the principal sum of \$681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ92, entered June 10, 2013 and docketed June 23, 2014 at 11:04 a.m. in the principal sum of \$681.00 (No attorney listed).

Judgment executed against David A. Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ93, entered June 10, 2013 and docketed June 23, 2014 at 11:02 a.m. in the principal sum of \$1,292,983.00 (No attorney listed).

Judgment executed against David Allan Schleining in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ94, entered November 16, 2011 and docketed July 17, 2012 at 9:54 a.m. in the principal sum of \$1,586.00 (No attorney listed).

**Taxes:**

Certificate No.:	1270	1133	1020	877
Tax Year:	2010	2011	2012	2013
Sale Year:	2011	2012	2013	2014
Principal Sum of Lien:	\$937.25	\$1,022.80	\$986.14	\$994.44
Date Interest and Penalty Computed:	2/1/2011	2/1/2012	2/1/2013	2/1/2014

Certificate No.:	878
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$446.30
Date Interest and Penalty Computed:	2/1/2014

**Other:**

Raze Order dated July 13, 2015 and recorded July 16, 2015 at 3:35 p.m. as Document Number 2006280.

---

**PARCEL NO. 59281301540**

**Owner(s) of Record:**

H.O.P.E. Through Divine Intervention Inc., a Georgia Non-Profit, by virtue of a Quit Claim Deed dated July 20, 2016 and recorded July 27, 2016 at 3:10 p.m. as Document Number 2024515; and by virtue of a Quit Claim Deed dated February 17, 2012 and recorded April 5, 2012 at 2:09 p.m. as Document Number 1942440.

**Property Address:**

1227 S. 8th Street, Sheboygan, WI 53081

**Legal Description:**

The South 60 feet of Lot 7 and the South 60 feet of the West 20 feet of Lot 8, Block 267, Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Brian B. Long (previous owner) in favor of WI Department of Workforce Development, (no address provided), Sheboygan County Circuit Court Case Number 09UC52, Warrant Number 200903555, type of tax - unemployment compensation, entered April 14, 2009 and docketed April 14, 2009 at 2:29 p.m. in the principal sum of \$1,228.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08TR5030, entered March 3, 2009 and docketed March 3, 2009 at 8:28 a.m. in the principal sum of \$186.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (none listed), entered January 31, 2012 and docketed January 31, 2012 at 9:59 a.m. in the principal sum of \$222.25 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Wisconsin Consumer Credit Inc., N6652 Esterbrook Road, Fond du Lac, WI 54937, Sheboygan County Circuit Court Case Number 14SC974, entered May 12, 2014 and docketed June 4, 2014 at 9:34 a.m. in the principal sum of \$362.00 and judgment for the replevin of a 2003 Pontiac Grand Am, VIN:1G2NW52E93C319107 (Attorney Basil J. Buchko, Jr.).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:05 p.m. in the principal sum of \$169.78 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long (previous owner) in favor of United Building Centers, 6710 S. Business Drive, Attn: David Brading, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 07CM1749, entered September 15, 2008 and docketed September 18, 2008 at 3:06 p.m. in the principal sum of \$1,197.82 (Attorney Christopher Daniel Sobic).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1472, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of \$208.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CM1693, entered April 17, 2014 and docketed April 17, 2014 at 2:33 p.m. in the principal sum of \$298.00 (no attorney listed).

Judgment executed against Brian Long (previous owner) in favor of Sheboygan County, (no address provided), Sheboygan County Circuit Court Case Number 03FA329, entered April 30, 2007 and docketed April 30, 2007 at 4:47 p.m. in the principal sum of \$500.00 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:16 a.m. in the principal sum of \$440.01 (no attorney listed).

Judgment executed against Brian B. Long (previous owner) in favor of Wal-Mart, 4433 Vanguard Drive, Attn: Kyle Reiss, Sheboygan, WI 53083, Sheboygan County Circuit Court Case Number 08CF735, entered July 5, 2013 and docketed July 17, 2013 at 9:17 a.m. in the principal sum of \$3,263.95 (no attorney listed).

<b>Taxes:</b>		
Certificate No.:	1023	879
Tax Year:	2012	2013
Sale Year:	2013	2014

Principal Sum of Lien: \$867.54 \$1,137.20  
Date Interest and Penalty Computed: 2/1/2013 2/1/2014

Other:  
None

---

**PARCEL NO. 59281302300**

**Owner(s) of Record:**

Joseph P. Champeau, by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 2012 at 3:46 p.m. as Document Number 1937086.

**Property Address:**

1107 Alabama Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot One (1) except the East Fifty-Five (55) feet thereof, and the East Half (½) of Lot Two (2), Block Two Hundred and Eighty-Four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated March 18, 2014 and recorded March 20, 2014 at 4:04 p.m. as Document Number 1983878, securing the principal sum of \$2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975551, securing the principal sum of \$11,000.00.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013 at 2:28 p.m. as Document Number 1975550, securing the principal sum of \$7,976.25.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	881	882
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$1,681.04	\$291.27
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

Other:  
None

---

**PARCEL NO. 59281302440**

**Owner(s) of Record:**

Cheryl A. Cihak, by virtue of a Warranty Deed dated April 22, 1989 and recorded on April 25, 1989 at 3:04 p.m. in Volume 1108 of Records, Page 805 as Document Number 1184473; and by virtue of an HT-110 dated August 18, 2015 and recorded August 18, 2015 at 2:30 p.m. as Document Number 2007987.

**Property Address:**

1114 Georgia Avenue, Sheboygan, WI 53081

**Legal Description:**

The East Twenty (20) feet of Lot Ten (10) and the West Twenty (20) feet of Lot Eleven (11), Block Two Hundred Eighty-Four (284) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	883
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$93.59
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281303710**

**Owner(s) of Record:**

Curtis D. Weissgerber, by virtue of a Warranty Deed dated June 11, 2011 and recorded June 12, 2012 at 1:39 p.m. as Document Number 1946560.

**Property Address:**

1409 S. 9th Street, Sheboygan, WI 53081

**Legal Description:**

The North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of Lot Six (6) and the North Forty-Two (42.00) feet of the South One Hundred Twenty-Six (126.00) feet of the West One-Half (W ½) of Lot Five (5), Block Two Hundred Ninety-Four (294), in the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	885
------------------	-----

Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$135.98  
Date Interest and Penalty Computed: 2/1/2014

Other:  
None

---

**PARCEL NO. 59281305850**

**Owner(s) of Record:**

Valerie J. Thalacker, by virtue of Special Warranty Deed dated June 17, 2013 and recorded July 8, 2013 at 12:59 p.m. as Document Number 1971810.

**Property Address:**

928 Broadway Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Twenty-Six (26), Block Two (2), Assessment Subdivision Number 17, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Valerie J. Thalacker in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC2446, entered October 15, 2012 and docketed October 18, 2012 at 12:25 p.m. in the principal sum of \$1,265.76 (Atty. Kirsten Fagerland Pezewski).

**Taxes:**

Certificate No.: 908  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$761.02  
Date Interest and Penalty Computed: 2/1/2014

Other:  
None

---

**PARCEL NO. 59281307360**

**Owner(s) of Record:**

Darryl W. Hebert, by virtue of a Warranty Deed dated May 25, 2001 and recorded June 1, 2001 at 2:14 p.m. in Volume 1833 of Records, Page 814 as Document Number 1600034.

**Property Address:**

1120 Broadway Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot 27, Block 8, Assessment Subdivision Number 19, City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage (With Future Advance Clause) executed by Darryl W. Hebert, an unmarried individual, to Associated Bank, N.A., 1305 Main Street, Stevens Point, WI 54481, dated July 2, 2008 and recorded July 15, 2008 at 9:47 a.m. as Document Number 1857019, securing the principal sum of \$48,650.00.

Real Estate Security Agreement executed by William J. Adamavich, Charles J. Adamavich and John C. Adamavich (previous owners) to Community Bank (no address provided), dated November 3, 1995 and recorded November 7, 1995 at 8:26 a.m. in Volume 1416 of Records, Page 626/7 as Document Number 1438137.

Real Estate Security Agreement executed by John C. Adamavich, William J. Adamavich, and Charles J. Adamavich (previous owners) to Community Bank, 3007 S. Business Drive, Sheboygan, WI 53081, dated May 19, 1999 and recorded May 27, 1999 at 1:52 p.m. in Volume 1672 of Records, Page 83 as Document Number 1544728.

**Judgments/Liens:**

Judgment executed against Darryl W. Hebert in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16CF281, entered October 13, 2016 and docketed October 13, 2016 at 8:45 a.m. in the principal sum of \$505.00 (no attorney listed).

Judgment executed against Darryl W. Hebert in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 16CF281, entered October 13, 2016 and docketed October 13, 2016 at 8:45 a.m. in the principal sum of \$2,442.25 (no attorney listed).

**Taxes:**

Certificate No.:	916
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,536.72
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281313690**

**Owner(s) of Record:**

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

**Property Address:**

823 Ashland Avenue, Sheboygan, WI 53081

**Legal Description:**

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

**Mortgages:**

Mortgage executed by Timothy M. Leonhard and Sharon Leonhard, his wife, to Firststar Bank Sheboygan, P.O. Box 3487, Oshkosh, WI 54903-3487, dated February 6, 1996 and recorded February 22, 1996 at 2:26

p.m. in Volume 1430 of Records, Pages 987/8 as Document Number 1444514, securing the principal sum of \$9,917.52.

**Judgments/Liens:**

Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard (no address provided), dated May 30, 2008 and recorded on June 9, 2008 at 11:09 a.m. as Document Number 1854626 in the principal sum of \$6,430.28.

Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard (no address provided), dated April 7, 2009 and recorded on April 13, 2009 at 12:00 p.m. as Document Number 1874790 in the principal sum of \$425.50.

**Taxes:**

Certificate No.:	936
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,211.37
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281317780**

**Owner(s) of Record:**

David L. Mattern, by virtue of a Quit Claim Deed dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 699 as Document Number 1599513.

**Property Address:**

2512 S. 9th Street, Sheboygan, WI 53081

**Legal Description:**

Lot 9, Ramaker, Terhorst & Hesse's Division, City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by David L. Mattern, a married person, to Marjorie N. Mattern, a married person, as individual property, (no address provided), dated May 5, 2001 and recorded May 29, 2001 at 12:50 p.m. in Volume 1831 of Records, Page 700 as Document Number 1599514, securing the principal sum of \$61,260.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	950
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,292.04
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281318950**

**Owner(s) of Record:**

Gina L. Miller, by virtue of a Special Warranty Deed dated January 24, 2007 and recorded February 15, 2007 at 1:00 p.m. as Document Number 1819587.

**Property Address:**

1511 S. 8th Street, Sheboygan, WI 53081

**Legal Description:**

Lot 10, Block 13, according to the recorded plat of South Side Land Company's Addition, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	954
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$847.43
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281320070**

**Owner(s) of Record:**

Joseph S. Myszewski, by virtue of a Warranty Deed dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812370 (*Block incorrect on Warranty Deed*).

**Property Address:**

730 Union Avenue, Sheboygan, WI 53081

**Legal Description:**

The West 45 feet, Lot 8, Block 14, Swift's Addition to the City of Sheboygan, according to the recorded plat thereof, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Joseph S. Myszewski, a single person, to UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220, dated October 31, 2006 and recorded November 6, 2006 at 9:16 a.m. as Document Number 1812371, securing the principal sum of \$100,848.51. (*Block incorrect on Mortgage*)

**Judgments/Liens:**

Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14SC1027, entered May

19, 2014 and docketed May 22, 2014 at 8:39 a.m. in the principal sum of \$746.08 (Attorney Andrew H. Morgan, Esq).

Judgment executed against Joseph Myszewski, Jr. in favor of Orange Cross Ambulance, 1919 Ashland Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09SC413, entered February 23, 2009 and docketed March 9, 2009 at 1:19 p.m. in the principal sum of \$1,553.47 (Attorney Daniel John Rostollan).

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 20 11CT130, entered November 15, 2011 and docketed November 15, 2011 at 11:29 a.m. in the principal sum of \$1,134.00 (no attorney listed).

Judgment executed against Joseph S. Myszewski in favor of Aurora Health Care Central Inc., P.O. Box 34910, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 10CV291, entered May 13, 2010 and docketed May 13, 2010 at 8:14 a.m. in the principal sum of \$31,119.81 (Attorney John M. Heuer).

Judgment executed against Joseph S. Myszewski in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 08FO451, entered October 14, 2009 and docketed October 14, 2009 at 9:31 a.m. in the principal sum of \$312.00 (no attorney listed).

Judgment executed against Joseph S. Myszewski in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC531, entered March 9, 2009 and docketed March 12, 2009 at 1:44 p.m. in the principal sum of \$1,363.01 (Attorney Ann Louise Patteson).

**Taxes:**

Certificate No.:	960
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$882.80
Date Interest and Penalty Computed:	2/1/2014

**Other:**

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 12-24273-mdm, Chapter 13, filed by Joseph S. Myszewski, terminated March 11, 2014.

---

**PARCEL NO. 59281400750**

**Owner(s) of Record:**

Tracy L. Rios, by virtue of a Warranty Deed dated March 14, 2003 and recorded May 1, 2003 at 12:36 p.m. as Document Number 1683695.

**Property Address:**

1131 Swift Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Six (6), Block Three (3), according to the recorded Plat of Assessment Subdivision No. 18, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**  
None of Record

**Judgments/Liens:**

Judgment executed against Tracy Rios in favor of Cacv of Colorado LLC, 370 17th Street, Suite 5000, Denver, CO 80202, Sheboygan County Circuit Court Case Number 07SC2295, entered July 30, 2007 and docketed August 24, 2007 at 4:35 p.m. in the principal sum of \$3,127.57 (Attorney Brandon Eugene Bowlin).

**Taxes:**

Certificate No.:	975
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,419.95
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281401430**

**Owner(s) of Record:**

Harold V. Hunter, a single person, by virtue of a Warranty Deed dated October 27, 2010 and recorded November 1, 2010 at 12:12 p.m. as Document Number 1912699.

**Property Address:**

1802A S. 12th Street, Sheboygan, WI 53081

**Legal Description:**

Parcel 1: Lot 24, Block 6, Assessment Subdivision No. 18 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

**AND:**

Parcel 2: Nonexclusive easement for the benefit of Parcel 1 for purpose of egress and ingress over the South 10 feet of Lot 25, Block 6 of said Assessment Subdivision 18, said right of way or easement being that described in Volume 220 of Deeds, Page 514 as Document Number 357537, recorded December 3, 1937, in the City of Sheboygan, Sheboygan County, Wisconsin.

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Harold Hunter in favor of Health Payment Systems, Inc., 2923 Marketplace Drive, Suite 100, Fitchburg, WI 53719-5320, Sheboygan County Circuit Court Case Number 14SC2169, entered October 13, 2014 and docketed October 31, 2014 at 2:22 p.m. in the principal sum of \$1,477.05 (Attorney David M. Mcdorman).

Judgment executed against Harold Hunter in favor of John M. Korolewski, DDS, 1407 N. 8th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC2720, entered November 12, 2012 and docketed November 12, 2012 at 8:45 a.m. in the principal sum of \$724.68 (no attorney listed).

Judgment executed against Harold Hunter in favor of Health Payment Systems, Inc., 2923 Marketplace Drive, Suite 100, Fitchburg, WI 53719-5320, Sheboygan County Circuit Court Case Number 16SC465,

entered April 4, 2016 and docketed April 22, 2016 at 3:15 p.m. in the principal sum of \$2,992.87 (Attorney David M. Mcdorman).

**Taxes:**

Certificate No.: 983  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,141.98  
Date Interest and Penalty Computed: 2/1/2014

**Other:**

None

---

**PARCEL NO: 59281402100**

**Owner(s) of Record:**

Jason Hansen, by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

**Property Address:**

1928 S. 13th Street, Sheboygan, WI 53081

**Legal Description:**

Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan

**Mortgages:**

Mortgage executed by Jennifer L. Hansen, a single person, to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated April 8, 1994 and recorded April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, Page 536/7 as Document Number 1401643, securing the principal sum of \$1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated November 19, 1997 and recorded December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, Page 427 as Document Number 1491922, securing the principal sum of \$7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated October 23, 1998 and recorded November 4, 1998 at 1:04 p.m. in Volume 1619 of Records, Page 72 as Document Number 1523233, securing the principal sum of \$2,100.00.

**Judgments/Liens:**

Possible Child Support Lien against Jason S. Hansen, Date of Birth August 8, 1975, Docket Number 548595, filed November 6, 2016 in the principal sum of \$1,114.40, Rock County Child Support Agency, Courthouse, 51 S. Main Street Janesville, WI 53545.

**Taxes:**

Certificate No.: 986  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,460.16  
Date Interest and Penalty Computed: 2/1/2014

**Other:**  
None

---

**PARCEL NO. 59281413820**

**Owner(s) of Record:**

Maria A. Smith, by virtue of a Special Warranty Deed dated October 29, 2007 and recorded November 26, 2007 at 2:00 p.m. as Document Number 1840499.

**Property Address:**

1829 Arizona Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Ten (10) and the West Twenty (20) feet of Lot Eleven (11) in Block One (1), in Graff's Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Maria A. Smith to Wisconsin State Bank, PO Box 510347, New Berlin, WI 53151-0347, dated November 8, 2007 and recorded November 26, 2007 at 2:00 p.m. as Document Number 1840500, securing the principal sum of \$80,000.00. Mortgage amendment and restatement executed by Maria A. Smith to Harris, N.A., 1000 N. Water Street, Suite 100, Milwaukee, WI 53202, dated September 22, 2008 and recorded June 16, 2009 at 12:44 p.m. as Document Number 1880505, securing the principal sum of \$80,000.00.

Assignment of Rents executed by Maria A. Smith to Harris, N.A., 1000 N. Water Street, Suite 100, Milwaukee, WI 53202, dated September 22, 2008 and recorded June 16, 2009 at 12:44 p.m. as Document Number 1880506.

Lis Pendens as it relates to the above Mortgage executed by BMO Harris Bank NA, f/k/a Harris NA, successor by merger to Community Bank Group, f/k/a Lincoln State Bank, f/k/a Wisconsin State Bank, "Plaintiff, -vs- Maria A. Smith et al, "Defendant", Sheboygan County Circuit Court Case Number 13CV423, dated June 5, 2013 and recorded June 6, 2013 at 3:24 p.m. as Document Number 1969771 (Atty. Matthew J. Krawczyk, 16620 W. Bluemound Road, Suite 500, Brookfield, WI 53005).

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1018
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$77.89
Date Interest and Penalty Computed:	2/1/2014

**Other:**

US Bankruptcy Court, Eastern District of Wisconsin, Case Number 15-25617-gmh, Chapter 13, filed by Jessie A. Anderson and Maria A. Anderson (a/k/a Maria A. Smith), terminated February 7, 2017.

---

**PARCEL NO. 59281500350**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, as survivorship marital property, by virtue of a Warranty Deed dated June 23, 1999 and recorded June 30, 1999 at 3:14 p.m. in Volume 1679 of Records, Page 328 as Document Number 1547705.

**Property Address:**

906 N. 17th Street, Sheboygan, WI 53081

**Legal Description:**

The North Thirty-Five (35) feet of the South One-Half (S ½) of Lots numbered Eleven (11) and Twelve (12), in Block One-Hundred Fifteen (115) of the Original Plat of the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded June 16, 2003 at 8:41 a.m. as Document Number 1691092, securing the principal sum of \$70,000.00.

**Judgments/Liens:**

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service, LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

**Taxes:**

Certificate No.:	1055	1056
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$1,432.24	\$66.80
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

**Other:**

None

**PARCEL NO. 59281500860**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, by virtue of a Personal Representative's Deed dated June 7, 1989 and recorded June 26, 1989 at 9:23 a.m. in Volume 1113 of Records, Page 444 as Document Number 1187155.

**Property Address:**

1416 New York Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Four (4), Block One Hundred Thirty-Six (136), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated April

21, 2003 and recorded May 22, 2003 at 12:17 p.m. as Document Number 1687369, securing the principal sum of \$56,000.00.

**Judgments/Liens:**

Judgment executed against Mike Graumann in favor of Kimme Plumbing Service, LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50 (no attorney listed).

**Taxes:**

Certificate No.:	1060
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,592.53
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 69281501430**

**Owner(s) of Record:**

Alina N. Morado, by virtue of a Special Warranty Deed dated January 13, 2012 and recorded January 18, 2012 at 10:00 a.m. as Document Number 1937687.

**Property Address:**

604 N. 13th Street, Sheboygan, WI 53081

**Legal Description:**

The South Fifty (50) feet of Lot Twelve (12), Block One Hundred Forty-Six (146) of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Alina Morado in favor of Midland Funding LLC, 8875 Aero Drive, Suite 200, San Diego, CA, 92123, Sheboygan County Circuit Court Case Number 14SC1939, entered September 4, 2014 and docketed September 18, 2014 at 11:26 a.m. in the principal sum of \$2,303.12 (Attorney Joseph Robert Johnson).

Judgment executed against Alina N. Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 15CM728, entered March 15, 2016 and docketed March 15, 2016 at 11:18 a.m. in the principal sum of \$796.15 (no attorney listed).

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3963, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of \$200.50 (no attorney listed).

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3962,

entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of \$10.00 (no attorney listed).

Judgment executed against Alina Nancy Morado in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR3961, entered September 16, 2016 and docketed September 16, 2016 at 4:28 p.m. in the principal sum of \$175.30 (no attorney listed).

**Taxes:**

Certificate No.:	1065
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,846.20
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO: 59281501820**

**Owner(s) of Record:**

Barbara C. Marshall, a married person, by virtue of a Quit Claim Deed dated April 22, 1996 and recorded April 23, 1996 at 8:44 a.m. in Volume 1441 of Records, Page 296 as Document Number 1448844; and by Warranty Deed dated February 4, 1982 and recorded February 4, 1982 at 3:17 p.m. in Volume 912 of Records, Page 938 as Document Number 1074157.

**Property Address:**

521 N. 14th Street, Sheboygan, WI 53081

**Legal Description:**

The South ½ of the West 40 feet of Lot 5 and the South 50 feet of Lot 6 in Block 160 of the Original Plat of the City of Sheboygan

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ155, entered November 19, 2013 and docketed June 23, 2014 at 9:04 a.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ154, entered November 19, 2013 and docketed June 23, 2014 at 9:05 a.m. in the principal sum of \$516.49 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of Aurora Medical Group Sheboygan Clinic, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 05SC2681, entered March 30, 2006 and docketed September 16, 2008 at 2:53 p.m. in the principal sum of \$565.81 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of Kohls Department Store, N54W13901 Woodale Drive, Menomonee Falls, WI 53051, Sheboygan County Circuit Court Case Number 05SC2680,

entered March 30, 2006 and docketed July 21, 2006 at 3:41 p.m. in the principal sum of \$3,182.72 (Attorney James A. Hemmer).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ157, entered November 19, 2013 and docketed June 23, 2014 at 9:02 a.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Barbara C. Marshall in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ156, entered November 19, 2013 and docketed June 23, 2014 at 9:03 a.m. in the principal sum of \$691.00 (no attorney listed).

**Taxes:**

Certificate No.:	1070
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,925.93
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

**TAXES: NO. 1070/2013/2014**

**Owner(s) of Record:**

Walter E. Lehmann and Sandra K. Lehmann, as joint tenants and not as tenants in common, by virtue of a Joint Tenancy Deed dated November 5, 1990 and recorded on November 9, 1990 at 10:23 a.m. in Volume 1155 of Records, Page 51 as Document Number 1210789.

**Property Address:**

Vacant Land on N. 14th Street, Sheboygan, WI 53081

**Legal Description:**

The South Fifty (50) feet of Lot One (1), Block One Hundred Sixty-One (161), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Walter E. and Sandra K. Lehmann to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan, WI 53081, dated February 23, 1999 and recorded March 25, 1999 at 9:05 a.m. in Volume 1656 of Records, Page 768 as Document Number 1538518, securing the principal sum of \$5,862.00.

**Judgments/Liens:**

Judgment executed against Walter Lehmann in favor of Integrity Mutual Insurance Company, P.O. Box 1218, 671 S. High Street, Columbus, OH 43216, Sheboygan County Circuit Court Case Number 13SC2075, entered August 19, 2013 and docketed August 28, 2013 at 12:27 p.m. in the principal sum of \$4,054.90 (Attorney Maura Buckley Battersby).

**Taxes:**

Certificate No.:	1072
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$116.04
Date Interest and Penalty Computed:	2/1/2014

**Other:**  
None

---

**PARCEL NO. 59281504120**

**Owner(s) of Record:**

Charles R. Rogers and Pennye C. Rogers, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated September 24, 1991 and recorded September 30, 1991 at 8:30 a.m. in Volume 1184 of Records, Page 119 as Document Number 1226521.

**Property Address:**

1319 New Jersey Avenue, Sheboygan, WI 53081

**Legal Description:**

The East Thirty-Five (35) feet of Lot Four (4), Block Two Hundred Eighteen (218), Original Plat of the City of Sheboygan

**Mortgages:**

Mortgage executed by Charles R. Rogers and Pennye C. Rogers, husband and wife, to Bank One, NA, 841 Greencrest Drive, Westerville, OH, 43081, dated December 24, 1997 and recorded January 6, 1998 at 2:55 p.m. in Volume 1547 of Records, Page 465 as Document Number 1494410, securing the principal sum of \$64,000.00.

Assignment of Mortgage from Bank One, NA to Mortgage First LLC, 283 E. Gentile Street, Suite 100, Layton, UT 84041, dated July 3, 2007 and recorded on July 9, 2007 at 2:10 p.m. as Document Number 1830803.

**Judgments/Liens:**

Judgment executed against Charles Rogers in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive, #200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 13SC1638, entered July 1, 2013 and docketed July 8, 2013 at 2:10 p.m. in the principal sum of \$612.81 (Attorney Adam R. Finkel).

Judgment executed against Charles R. Rogers and Pennye C. Rogers, in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC3213, entered May 30, 2013 and docketed May 30, 2013 at 2:07 p.m. in the principal sum of \$2,357.55 (Attorney Kirsten Fagerland Pezewski).

Possible Child Support Lien against Charles Rogers, Date of Birth January 24, 1974, Docket Number 474140, filed August 3, 2014 in the principal sum of \$10,027.00, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233 and Marathon County Child Support Agency, 400 E. Thomas Street, Wausau, WI 54403.

**Taxes:**

Certificate No.:	1086
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$2,207.98
Date Interest and Penalty Computed:	2/1/2014

**Other:**

Property Bond in the sum of \$7,500.00 dated April 23, 1998 and recorded April 24, 1998 at 3:22 p.m. in Volume 1570 of Records, Page 186/7 as Document Number 1503565.

---

**PARCEL NO. 59281509650**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, by virtue of a Warranty Deed dated August 17, 1988 and recorded August 23, 1988 at 3:17 p.m. in Volume 1090 of Records, Page 840 as Document Number 1174390.

**Property Address:**

1221 Alabama Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Four (4), Block Two Hundred Eighty-Three (283), Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, his wife, as survivorship marital property, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated April 21, 2003 and recorded June 9, 2003 at 1:10 p.m. as Document Number 1690004, securing the principal sum of \$60,000.00.

**Judgments/Liens:**

Judgment executed against Mike Graumann, in favor of Kimme Plumbing Service LLC, 545 Oriole Lane, Howards Grove, WI 53083, Sheboygan County Circuit Court Case Number 16SC2065, entered October 31, 2016 and docketed October 31, 2016 at 3:57 p.m. in the principal sum of \$529.50.

**Taxes:**

Certificate No.:	1124
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$1,635.58
Date Interest and Penalty Computed:	2/1/2014

**Other:**

None

---

**PARCEL NO. 59281511910**

**Owner(s) of Record:**

Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, by virtue of a Quit Claim Deed dated June 20, 2011 and recorded on June 30, 2011 at 3:30 p.m. as Document Number 1926514.

**Property Address:**

2117 Indiana Avenue, Sheboygan, WI 53081

**Legal Description:**

Lots 31 and 32 in Block 2 of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, Wisconsin

**Mortgages:**

Mortgage executed by Convenience Stores Leasing & Management, LLC, a Wisconsin limited liability company, to U.S. Venture, Inc., a Wisconsin corporation, 425 Better Way, Appleton, WI 54915, dated December 7, 2012 and recorded January 11, 2013 at 2:10 p.m. as Document Number 1960562, securing the principal sum of \$115,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1138	1139
Tax Year:	2013	2013
Sale Year:	2014	2014
Principal Sum of Lien:	\$6,020.67	\$130.72
Date Interest and Penalty Computed:	2/1/2014	2/1/2014

**Other:**

Groundwater use restriction dated May 5, 2000 and recorded May 10, 2000 at 11:06 a.m. in Volume 1735 of Records, Page 766/7 as Document Number 1570298.

Curb/driveway agreement dated May 26, 1955 and recorded June 21, 1955 at 10:06 a.m. in Volume 5 of Contracts, Page 152/3 as Document Number 640500.

---

**PARCEL NO. 59281512210**

**Owner(s) of Record:**

Mary L. Schneider, by virtue of a Warranty Deed dated March 27, 1987 and recorded March 31, 1987 at 8:34 a.m. in Volume 1045 of Records, Page 912 as Document Number 1149267 (Mary L. Schneider is also known as Mary L. Timmel on below mortgage).

**Property Address:**

1318 S. 23rd Street, Sheboygan, WI 53081

**Legal Description:**

Lot Number Thirteen (13) Koerner's Subdivision according to the recorded plat thereof, being in Section Number Twenty-Seven (27), Township Number Fifteen (15) North, Range Twenty-Three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Mary L. Timmel and Larry A. Timmel, husband and wife, to U.S. Bank, National Association N.D., 4325 17th Avenue S.W., Fargo, ND 58103, dated January 8, 2007 and recorded February 8, 2007 at 11:39 a.m. as Document Number 1819112, securing the principal sum of \$40,000.00.

**Judgments/Liens:**

Judgment executed against Mary L. Schneider in favor of Palisades Collection LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 13SC396, entered February 25, 2013 and docketed March 6, 2013 at 4:51 p.m. in the principal sum of \$5,870.82 (Attorney Michael Richard Link).

Judgment executed against Marylou Schneider in favor of Velocity Investments LLC, P.O. Box 788, Wall, NJ 07719, Sheboygan County Circuit Court Case Number 12SC3118, entered December 17, 2012 and docketed January 2, 2013 at 2:04 p.m. in the principal sum of \$9,450.97 (Attorney Brandon Eugene Bowlin).

**Taxes:**  
Certificate No.: 1140  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,820.05  
Date Interest and Penalty Computed: 2/1/2014

**Other:**  
None

---

**PARCEL NO. 59281512930**

**Owner(s) of Record:**

Sargent Living Trust, by virtue of an Assignment of Land Contract dated March 20, 2013 and recorded on April 3, 2013 at 11:15 a.m. as Document Number 1965792; and by Deed of Administrator dated March 22, 1956 and recorded on April 20, 1956 at 4:15 p.m. in Volume 368 of Deeds, page 542/3 as Document Number 657315.

Land Contract executed by Earl F. Sargent and Gladys Pearl Sargent (Vendor) (no address listed), and Jeffrey E. Sargent and Theresa M. Sargent (Purchaser), dated January 23, 2008 and recorded December 23, 2008 at 12:19 p.m. as Document Number 1866460.

**Property Address:**

1219 S. 19th Street, Sheboygan, WI 53081

**Legal Description:**

Lot Number Twenty-Two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.: 1145  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,692.47  
Date Interest and Penalty Computed: 2/1/2014

**Other:**  
None

**PARCEL NO. 59281600900**

**Owner(s) of Record:**

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

**Property Address:**

1731 Calumet Drive, Sheboygan, WI 53081

**Legal Description:**

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

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR4081, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of \$141.50 (no attorney listed).

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 97TR7746, entered December 19, 2008 and docketed December 19, 2008 at 3:00 p.m. in the principal sum of \$141.50 (no attorney listed).

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

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

Judgment executed against Jose J. Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 98TR4863, entered December 19, 2008 and docketed December 19, 2008 at 2:57 p.m. in the principal sum of \$122.90 (no attorney listed).

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

Judgment executed against Jose Miguel Herrera, Jr. in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 09TR4198, entered January 21, 2010 and docketed January 21, 2010 at 9:09 a.m. in the principal sum of \$150.10 (no attorney listed).

**Taxes:**

Certificate No.: 1155

Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,588.54  
Date Interest and Penalty Computed: 2/1/2014

**Other:**

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

---

**PARCEL NO. 592060200**

**Owner(s) of Record:**

Raymond L. Corbett and Alia C. Corbett, husband and wife, as survivorship marital property, by virtue of a Quit Claim Deed dated February 26, 2014 and recorded February 27, 2014 at 2:52 p.m. as Document Number 1983046.

**Property Address:**

1409 Heermann Court, Sheboygan, WI 53081

**Legal Description:**

The West 53 feet of the East 75.2 feet of Lots 2, 3, and 5, Block 2, Assessment Subdivision No. 13, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR1483, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of \$238.30 (no attorney listed).

Judgment executed against Raymond L. Corbett in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR1482, entered July 6, 2016 and docketed July 6, 2016 at 4:48 p.m. in the principal sum of \$175.30 (no attorney listed).

**Taxes:**

Certificate No.: 1159  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,629.74  
Date Interest and Penalty Computed: 2/1/2014

**Other:**

None

---

**PARCEL NO. 59281610200**

**Owner(s) of Record:**

Dale Maxey, a single person, by virtue of a Warranty Deed dated June 22, 2012 and recorded August 9, 2012 at 12:54 p.m. as Document Number 1950138.

**Property Address:**

2617 Saemann Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot 58 and the W ½ of vacated North-South alley adjacent, Fairview Subdivision, located in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Dale Robert Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 02FA90, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$121.00 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR5487, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$181.00 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR5486, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$156.20 (no attorney listed).

Judgment executed against Dale R. Maxey in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 03FO1569, entered May 3, 2007 and docketed May 3, 2007 at 2:01 p.m. in the principal sum of \$140.80 (no attorney listed).

Judgment executed against Dale Maxey and Shara Millette in favor of Sarah Reik and Dan Reik, N115W17107 Armaoa Drive, Germantown, WI 53022, Sheboygan County Circuit Court Case Number 07SC798, entered April 30, 2007 and docketed May 11, 2007 at 3:18 p.m. in the principal sum of \$2,467.29 (no attorney listed).

Judgment executed against Alan A. Hoffman (prior owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 11CM444, entered June 5, 2012 and docketed June 5, 2012 at 3:32 p.m. in the principal sum of \$265.00 (no attorney listed).

Judgment executed against Alan A. Hoffman (prior owner) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 10CM93, entered June 5, 2012 and docketed June 5, 2012 at 3:32 p.m. in the principal sum of \$730.00 (no attorney listed).

**Taxes:**

Certificate No.: 1179  
Tax Year: 2013

Sale Year: 2014  
Principal Sum of Lien: \$1,460.49  
Date Interest and Penalty Computed: 2/1/2014

**Other:**  
None

---

**PARCEL NO: 59281610230**

**Owner(s) of Record:**

Long Yang and Mai Lee Vang Yang, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated January 3, 1997 and recorded January 7, 1997 at 8:40 a.m. in Volume 1484 of Records, Page 506 as Document Number 1468083.

**Property Address:**

Vacant Land on N. 26th Street, Sheboygan, WI 53081

**Legal Description:**

Lot 61 and the East Half of vacated alley adjacent, Fairview Subdivision, City of Sheboygan

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Clerk of Courts, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of \$191.04 (no attorney listed).

Judgment against Mee Yang (Mai Yang in index) in favor of State of Wisconsin, Clerk of Courts, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CF517, entered November 5, 2008 and docketed November 6, 2008 at 11:21 a.m. in the principal sum of \$452.38 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of \$186.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered March 16, 2010 and docketed March 16, 2010 at 11:10 a.m. in the principal sum of \$20.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of \$400.00 (no attorney listed).

Judgment against Mai Yang, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no number given), entered July 24, 2007 and docketed July 24, 2007 at 9:41 a.m. in the principal sum of \$200.00 (no attorney listed).

Judgment against Mai Yang, in favor of Acuity, P.O. Box 58, 2800 S. Taylor Drive, Sheboygan, WI 53082-0058, Sheboygan County Circuit Court Case Number 13SC1223 entered June 10, 2013 and docketed June 10, 2013 at 12:34 p.m. in the principal sum of \$3,178.79 (no attorney listed).

Judgment against Mai L. Yang, in favor of Aurora Health Care Central Inc., P.O. Box 343910 Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 09SC2699 entered September 21, 2009 and docketed September 29, 2009 at 1:17 p.m. in the principal sum of \$755.26 (Attorney John M. Heuer).

Judgment against Mailee V. Yang, in favor of Aurora Health Care Metro Inc. and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 13SC2041, entered August 12, 2013 and docketed August 20, 2013 at 10:32 a.m. in the principal sum of \$1,738.46 (Attorney John M. Heuer).

Possible Child Support Lien against Mai Yang, Date of Birth November 1, 1978, Docket Number 413333, filed November 4, 2012 in the principal sum of \$30,126.54, Milwaukee County Child Support Agency, Courthouse, #101, 901 N. 9th Street, Milwaukee, WI 53233.

**Taxes:**

Certificate No.:	1180
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$124.41
Date Interest and Penalty Computed:	2/1/2014

**Other:**

Vacated Alley Resolution dated August 19, 1963 and recorded September 4, 1963 at 3:23 p.m. in Volume 421 of Deeds, Pages 136/8 as Document Number 825559.

---

**PARCEL NO. 59281610350**

**Owner(s) of Record:**

Walter J. Bauer, a single person, by virtue of a Warranty Deed dated December 14, 1984 and recorded December 18, 1984 at 3:46 p.m. in Volume 973, Page 807 as Document Number 1110197.

Land Contract executed by Wayne Sargent, Personal Representative of the Estate of Walter J. Bauer Deceased (Vendor) and Richard F. Hitsman, a single person (Vendee) dated September 28, 2012 and recorded October 16, 2012 at 3:49 p.m. as Document Number 1954671.

Assignment of Land Contract Wayne Sargent, Personal Representative of the Estate of Walter J. Bauer (Vendor) to Rose Ann Sargent, Dale Bauer and John Bauer, as Tenants-In-Common, dated December 3, 2012 and recorded January 9, 2013 at 2:11 p.m. as Document Number 1960364.

**Property Address:**

1544 N. 26th Street, Sheboygan, WI 53081

**Legal Description:**

Lots Seventy-Seven (77) and Seventy-Eight (78), Fairview Subdivision to the City of Sheboygan

**Mortgages:**

None or Record

**Judgments/Liens:**

Judgment executed against Richard Hitsman and Shari Lynn Hitsman in favor of Louis Coulis MD SC, 1414 N. Taylor Drive, Sheboygan, Wisconsin 53081, Sheboygan County Circuit Court Case Number 9SC874, dated March 23, 2009 and docketed April 20, 2009 at 10:42 a.m. in the principal sum of \$601.56 (Attorney Andrew H. Morgan Esq.).

**Taxes:**

Certificate No.: 1182  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$1,099.71  
Date Interest and Penalty Computed: 2/1/2014

**Other:**

None

---

**PARCEL NO. 59281611020**

**Owner(s) of Record:**

Laura L. Loiselle, by virtue of a Warranty Deed dated February 23, 2010 and recorded February 25, 2010 at 2:34 p.m. as Document Number 1896938.

**Property Address:**

2025 Folger Court, Sheboygan, WI 53081

**Legal Description:**

Lot 27, Folgers Addition Supplement, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.: 1184  
Tax Year: 2013  
Sale Year: 2014  
Principal Sum of Lien: \$807.62  
Date Interest and Penalty Computed: 2/1/2014

**Other:**

None

---

**PARCEL NO. 59281626070**

**Owner(s) of Record:**

Dale Schwantes (Vendor) and Todd Heckert (Vendee) in a Land Contract dated May 18, 2009 and recorded May 21, 2009 at 9:03 a.m. as Document Number 1878230. Dale A. Schwantes, by virtue of a Quit Claim Deed dated April 28, 2004 and recorded October 21, 2004 at 9:26 a.m. as Document Number 1748131; and by Quit Claim Deed dated December 7, 2004 and recorded December 10, 2004 at 2:45 p.m. as Document Number 1752686.

**Property Address:**

2004 Mayflower Avenue, Sheboygan, WI 53083

**Legal Description:**

Lot Seven (7), except the West One Hundred Sixty-One (161) feet thereof, (incorrectly shown as 181 feet on previous deeds), in Schetter's Subdivision in the City of Sheboygan but subject to street rights of the East Thirty (30) feet of said lot.

**AND:**

The South One (1) foot of the East Ninety-Five (95) feet of Lot Eight (8) in Schetter's Subdivision in the City of Sheboygan, subject to street rights of the East Thirty (30) feet of said lot, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Todd Heckert in favor of Wisconsin Public Service Corporation, PO Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC498, entered March 9, 2009 and docketed March 12, 2009 at 1:44 p.m. in the principal sum of \$1,418.43 (Attorney Ann Louise Patteson).

**Taxes:**

Certificate No.:	1206
Tax Year:	2013
Sale Year:	2014
Principal Sum of Lien:	\$408.58
Date Interest and Penalty Computed:	2/1/2014

**Other:**

Easement as referenced in Quit Claim Deed dated December 7, 2004 and recorded December 10, 2004 at 2:45 p.m. as Document Number 1752686.

Driveway Restoration Agreement dated May 2, 1980 and recorded May 7, 1980 at 9:28 a.m. in Volume 880 of Records, Pages 111/12 as Document Number 1055112.

Weatherization Certificate of Compliance dated October 21, 2004 and recorded October 21, 2004 at 9:27 a.m. as Document Number 1748132.

---

**PARCEL NO 59281628710**

**Owner(s) of Record:**

Cody Abraham, by virtue of a Special Warranty Deed dated June 1, 2011 and recorded June 6, 2011 at 12:56 p.m. as Document Number 1925270.

**Property Address:**

2506 N. 15th Street, Sheboygan, WI 53083

**Legal Description:**

The South 45 feet of Lots 34 and 35, Zelle & Schaezter's Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Cody Abraham to Adrienne Boutillier, her successors and assigns, (no address provided), dated June 22, 2015 and recorded June 22, 2015 at 2:33 p.m. as Document Number 2004861, securing the principal sum of \$6,200.00.

**Judgments/Liens:**

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF635, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of \$2,921.23 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 12CF655, entered September 11, 2013 and docketed September 11, 2013 at 1:03 p.m. in the principal sum of \$525.05 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 06CM1104, entered January 31, 2007 and docketed February 1, 2007 at 10:08 a.m. in the principal sum of \$125.00 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM678, entered January 31, 2007 and docketed February 1, 2007 at 9:57 a.m. in the principal sum of \$49.00 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham in favor of State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 05CM1642, entered January 31, 2007 and docketed February 1, 2007 at 9:44 a.m. in the principal sum of \$3.77 (Attorney Katherine J. Kruger).

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of \$38.50 (no attorney listed).

Judgment executed against Cody E. Abraham and Mary A. Boreman in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number (no number listed), entered July 31, 2013 and docketed July 31, 2013 at 1:11 p.m. in the principal sum of \$38.50 (no attorney listed).

Judgment executed against Cody E. Abraham in favor of Wisconsin Public Service Corporation, P.O. Box 19002, Green Bay, WI 54307-9002, Sheboygan County Circuit Court Case Number 09SC777, entered March 23, 2009 and docketed March 27, 2009 at 11:28 a.m. in the principal sum of \$941.89 (Attorney Ann Louise Patteson).

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5296, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of \$515.50 (no attorney listed).

Judgment executed against Cody Earl Abraham in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 16TR5297, entered November 10, 2016 and docketed November 10, 2016 at 12:47 p.m. in the principal sum of \$389.50 (no attorney listed).

**Taxes:**

Certificate No.:	1214	1215
Tax Year:	2013	2013

Sale Year: 2014 2014  
Principal Sum of Lien: \$1,209.75 \$679.82  
Date Interest and Penalty Computed: 2/1/2014 2/1/2014

**Other:**  
Rental Weatherization Stipulation Authorization Number S121982.

---

**PARCEL NO. 59281700300**

**Owner(s) of Record:**  
LTD Rentals & Restoration, LLC, by virtue of a Warranty Deed dated July 12, 2006 and recorded July 18, 2006 at 1:54 p.m. as Document Number 1803559.

**Property Address:**  
1218 Superior Avenue, Sheboygan, WI 53081

**Legal Description:**  
Lot 3, Block 13, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**  
Mortgage executed by LTD Rentals & Restoration, LLC to Johnson Bank, 555 Main Street, Suite 340, Racine, WI 53403, dated July 12, 2006 and recorded July 18, 2006 at 1:58 p.m. as Document Number 1803561, securing the principal sum of \$345,000.00; Assignment of Rents related thereto recorded as Document Number 1803562 (Includes other land).

Mortgage executed by LTD Rentals & Restoration, LLC to M&I Marshall & Ilsley Bank, 2002 Eastern Avenue, Plymouth, WI 53073, dated August 6, 2008 and recorded August 18, 2008 at 11:09 a.m. as Document Number 1859089, securing the principal sum of \$100,000.00(Includes other land).

**Judgments/Liens:**  
Judgment executed against LTD Rentals and Restoration in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ16, entered August 14, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ150, entered October 16, 2013 and docketed June 23, 2014 at 9:11 a.m. in the principal sum of \$117,568.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ15, entered August 14, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ42, entered July 8, 2013 and docketed January 28, 2014 at 11:12 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against LTD Rentals and Restoration LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ52, entered July 8, 2013 and docketed February 27, 2014 at 10:33 a.m. in the principal sum of \$681.00 (no attorney listed).

**Taxes:**  
Certificate No.: 1233 1234

Tax Year: 2013 2013  
Sale Year: 2014 2014  
Principal Sum of Lien: \$1,905.91 \$510.82  
Date Interest and Penalty Computed: 2/1/2014 2/1/2014

**Other:**

Raze Order dated July 17, 2014 and recorded July 22, 2014 at 2:04 p.m. as Document Number 1989240.

---

**PARCEL NO. 59282910190**

**Owner(s) of Record:**

Harold E. Perronne Family Trust, by virtue of a Warranty Deed dated December 20, 1996 and recorded January 13, 1997 at 1:44 p.m. in Volume 1485 of Records, Page 396 as Document Number 1468474.

Land contract executed by Harold E. Perronne Family Trust to John H. Perronne, a single person, dated July 22, 2001 and recorded August 3, 2001 at 11:09 a.m. in Volume 1861 of Records, Page 327 as Document Number 1606672, in the principal sum of \$24,000.00.

**Property Address:**

411 State Street, Sheboygan Falls, WI 53085

**Legal Description:**

Lots 1 and 2, except the West 19.87 feet of Lot 2, Block 2 of Federwisch Subdivision to the City of Sheboygan Falls

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against John Perronne in favor of Palisades Acquisition XVI, LLC, 210 Sylvan Avenue, Englewood, NJ 07632, Sheboygan County Circuit Court Case Number 07SC1829, entered June 4, 2007 and docketed June 28, 2007 at 4:24 p.m. in the principal sum of \$3,683.37 (Attorney Brandon E. Bowlin).

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW369, Warrant Number 59-11964346, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:20 p.m. in the principal sum of \$3,184.55.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW370, Warrant Number 59-11945360, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of \$2,610.09.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 10TW375, Warrant Number 59-11980338, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 p.m. in the principal sum of \$2,896.57.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW331, Warrant Number 59-11930658, type of tax - sales, entered March 9, 2012 and docketed October 25, 2012 at 7:57 p.m. in the principal sum of \$748.28.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW332, Warrant Number 59-11930660, type of tax - sales, entered September 9, 2011 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of \$691.60.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW333, Warrant Number 59-11930659, type of tax - sales, entered June 7, 2012 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of \$762.12

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 12TW334, Warrant Number 59-11930657, type of tax - sales, entered December 22, 2009 and docketed October 25, 2012 at 7:58 p.m. in the principal sum of \$565.33.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW162, Warrant Number 59-11973574, type of tax - income, entered November 23, 2012 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of \$2,800.79.

State Tax Lien executed against John H. Perronne in favor of WI Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW164, Warrant Number 59-11932951, type of tax - income, entered April 15, 2014 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of \$4,867.30

State Tax Lien executed against John H. Perronne in favor of Department of Revenue, PO Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Case Number 14TW163, Warrant Number 59-119785759, type of tax - income, entered April 15, 2014 and docketed September 19, 2014 at 7:45 p.m. in the principal sum of \$4,388.41.

**Taxes:**

Certificate No.:	1680	1549	1333
Tax Year:	2011	2012	2013
Sale Year:	2012	2013	2014
Principal Sum of Lien:	\$1,387.98	\$1,432.62	\$1,434.02
Date Interest and Penalty Computed:	2/1/2012	2/1/2013	2/1/2014

**Other:**

Twenty foot building setback along the Northerly line of Lot 2 and along the Northwesterly line of Lot 1 as set forth in Volume 5 of Plats, Page 38.

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

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

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

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

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

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

**TAKE NOTICE** that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Three, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated March 3, 2017, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem*. and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on March 3, 2017. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

**TAKE FURTHER NOTICE** that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including May 3, 2017, which date is hereby fixed as the last day for redemption.

(The rest of this page intentionally left blank.)

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said May 3, 2017, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

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

(The rest of this page intentionally left blank.)

**PETITION**

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

Dated this 3rd day of March, 2017.

**SHEBOYGAN COUNTY**

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

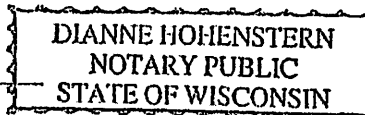
STATE OF WISCONSIN    )  
  ) ss:  
SHEBOYGAN COUNTY    )

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

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

Subscribed and sworn to before me  
this 3rd day of March, 2017.

*Dianne Hohenstern*  
Dianne Hohenstern, Notary Public  
State of Wisconsin  
My Commission expires January 8, 2021



Office of the Corporation Counsel  
SHEBOYGAN COUNTY  
2124 Kohler Memorial Drive, Suite 310  
Sheboygan, WI 53081-3174

R:\CLIENT\08299\00022\00109338.DOCX

II

R. O. No.        - 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

II

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

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

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

Plaintiff,  
vs.

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

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

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

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

Defendants.

MAR 14 '17 PM 3:57

SUMMONS

Case No. 17CV0126

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

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

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 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

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     5     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. \$ 969.91 . This amount may change.

#### (C) Monthly Payment Changes

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

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

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

#### (B) The Index

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

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six percentage point(s) ( 6.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-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 those conditions are described as follows:

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

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

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

12. GOVERNING LAW PROVISION

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

For Wisconsin residents only: I am  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 B HANSEN, B.F.O.

# MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS

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

PARCEL IDENTIFIER NUMBER  
59281013860

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

[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

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"):

(City), Wisconsin 53081

[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 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

**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

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

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

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

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

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

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

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

Initials: 

**EXHIBIT B**

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

Initials: 

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

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

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

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

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

[REDACTED]

[REDACTED]  
Initials: [REDACTED]

[REDACTED]

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



STATE OF WISCONSIN, Milwaukee County ss:

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

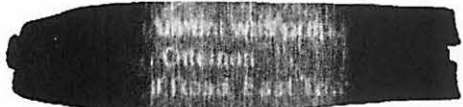
David J. Rosenthal and Shannon Rosenthal

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

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

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

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

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")

Haber-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**

II

R.O. No. \_\_\_\_\_ - 16 - 17. By CHIEF OF POLICE. March 20, 2017.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing October 1, 2016 and ending December 31, 2016.

Part I Crimes	OCT		NOV		DEC		2016 TOTAL 4th QTR Actual Offenses	2015 TOTAL 4th QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	4	3	0	0	1	1	5	5
Robbery	1	1	1	0	1	2	3	6
Aggravated Assault	6	6	8	7	11	10	25	27
Burglary	11	3	17	7	5	3	33	31
Theft	90	53	71	33	56	21	217	236
Vehicle Theft	4	3	2	1	2	1	8	8
Arson	2	0	0	0	0	0	2	1
<b>Total Part I Crimes</b>	<b>118</b>	<b>69</b>	<b>99</b>	<b>48</b>	<b>76</b>	<b>38</b>	<b>293</b>	<b>314</b>
<b>Total Current Actual Offenses</b>	<b>293</b>		<b>Total Current Cleared</b>		<b>155</b>			
<b>Same Quarter Last Year</b>	<b>314</b>		<b>Same Quarter Last Year</b>		<b>145</b>			

ppr5

<b>Traffic Arrests</b>	
<b>OCT</b>	<b>206</b>
<b>NOV</b>	<b>171</b>
<b>DEC</b>	<b>184</b>
<b>Current Quarter</b>	<b>561</b>
<b>Same Quarter Last Year</b>	<b>582</b>

<b>Other Arrests</b>	
<b>OCT</b>	<b>286</b>
<b>NOV</b>	<b>278</b>
<b>DEC</b>	<b>255</b>
<b>Current Quarter</b>	<b>819</b>
<b>Same Quarter Last Year</b>	<b>916</b>

<b>Accidents Investigations</b>	
<b>Current Quarter</b>	<b>526</b>
<b>Same Quarter Last Year</b>	<b>435</b>

<b>Total Arrests</b>	
<b>Current Quarter</b>	<b>1380</b>
<b>Same Quarter Last Year</b>	<b>1498</b>

<b>Property</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>Current Quarter</b>	<b>Same Quarter Last Year</b>
<b>Value Property Stolen</b>	<b>66,925</b>	<b>48,232</b>	<b>36,914</b>	<b>152,071</b>	<b>110,664</b>
<b>Value Property Recovered</b>	<b>41,204</b>	<b>24,589</b>	<b>12,656</b>	<b>78,449</b>	<b>50,229</b>
<b>Percent Recovered</b>	<b>62</b>	<b>51</b>	<b>34</b>	<b>52%</b>	<b>45%</b>

---

Chief of Police Christopher D. Domagalski

II

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a communication from Christopher Riley requesting a waiver from the Sex Offender Residency restrictions in order to live at 1127 St. Clair Ave.

PP+S

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

MAR 16 '17 AM 11:15

Date: 3-9-17

My name is: Christopher Riley

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1127 St. Claire Ave  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Christopher T. Riley

Phone Number: 920-698-9833

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No.       - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a communication from Christopher Gable requesting a waiver from the Sex Offender Residency restrictions in order to live at 1115 N. 10<sup>th</sup> St.

pp 45

---

City Clerk

MAR 16 '17 AM 10:35

Date: 3/16/17

My name is: Christopher Gable

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
1115 N. 10th St

Signature: Christopher Gable

Phone Number: (920) 254-3495

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No.       - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a communication from Pheuk Kue requesting a waiver from the Sex Offender Residency restrictions in order to live at 1707 N. 26<sup>th</sup> St.

ppas.

---

City Clerk

五

Date: 3.6.17

My name is: Pheuk Kue

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1707 North 26<sup>th</sup> Street

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

Signature: 

Phone Number: (920) 377-6028

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

II

R. O. No.       - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a communication from Jesus Ruiz requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP at either 1123/1125 N. 14<sup>th</sup> St. or 930A Michigan Ave., depending upon availability.

pp+S.

---

City Clerk

MAR 10 '17 AM 11:29

Date: \_\_\_\_\_ 3/10/2017 \_\_\_\_\_  
\_\_\_\_\_

My name is: Jesus Ruiz \_\_\_\_\_

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
\_\_\_\_\_ 1123/1124 N 14<sup>th</sup> Street or 930 A Michigan Ave Sheyogan  
WI 53081 \_\_\_\_\_

Signature: Sandra Parker for Jesus Ruiz \_\_\_\_\_

Phone Number: 920-918-8058 \_\_\_\_\_

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

II

R. O. No.       - 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a communication from the Sheboygan Professional Firefighters International Association of Firefighters Local 483 regarding working with the Sheboygan Fire Department management (staff) to create a plan that addresses the staffing concerns shared by the union, staff and Council.

*Whole*

---

City Clerk

II



# Sheboygan Professional Firefighters

## International Association of Firefighters Local 483 A.F.L.-C.I.O.-C.L.C



MAR 14 '17 PM 1:46

Dear Council and Mayor Vandersteen,

Sheboygan Fire Fighters Local 483 (union) was tasked in December of 2016 to work with the Sheboygan Fire Department management (staff) to create a plan that addresses the staffing concerns shared by the union, staff and council. Namely, increasing daily staffing to both the Ladder companies at station(s) four and five from the current two personnel to three personnel a day. Along with that particular staffing concern, was an understanding that we must address the fact that staff currently work a 'hybrid schedule.' This 'hybrid schedule,' leaves the city short-staffed during weekends, holidays and the vacation periods of Battalion Chiefs.

The last time the union addressed council we reported that our communication and meetings with the staff had been going well. Unfortunately, we have reached an impasse and seem unlikely to break through with a mutually agreed upon solution to address short-term concerns without the assistance of an intermediary.

The union and staff agree on many topics regarding the state of our department and both sides have valid concerns and beliefs in how to address them. We agree with staff that their plan (Fire 2020) would be likely to succeed, but we do not believe that it is necessary at this time, or that it is likely to gain support from a council facing limited monetary resources, to drastically increase the overall budget of the fire department by hiring additional administrative staff in 2018. Furthermore, we believe that moving forward through the next few years that the city's attention and resources should be focused on increasing our daily minimum staffing until all fire companies have a minimum of three firefighters per day. By focusing on firefighters we will improve response capabilities, increase safety and decrease fire-loss.

The chief has sent a response to our plan to council without most council members being aware of what is in the union's offer. In that response, the Chief described a few previously attempted systems that had gone awry. The Chief also challenged our plan as being unworkable and not able to be implemented because of its similarity to previous attempts to rectify the Battalion Chief schedule. Unfortunately, the plan the chief states that we made, that was discussed between he and his staff, is in fact not what was offered as a remedy to the Battalion Chief schedule.



# Sheboygan Professional Firefighters

International Association of Firefighters Local 483 A.F.L.-C.I.O.-C.L.C



We also dispute that the system we offer has significant similarity to other previously attempts to rectify the Battalion Chief schedule for one main reason: Work load. We are offering to support administrative functions by taking time-consuming processes away from management and delegating them to subordinates. Such a system is something that has never before been attempted by the Sheboygan Fire Department, but we feel it would have a high likelihood of success.

We realize that the Chief is the ultimate authority in the inner-workings of the fire department. However, we were tasked by council to establish solutions that are both realistic and effective. We believe we have a solution that delivers on those demands.

Sincerely,

B. Cal Hughes

President, IAFF Local 483



# Sheboygan Professional Firefighters

## International Association of Firefighters Local 483 A.F.L.-C.I.O.-C.L.C



### 2017-2018 Operational Plan for the Sheboygan Fire Department

#### Sheboygan Firefighters Local 483

While this plan does not address all of the department's shortfalls, nor does it represent an end to the process of improvement, it establishes a baseline that mitigates the two largest organizational flaws that affect quality customer service and emergency response. The immediate goal of this plan is to develop ideas that would accomplish mitigating these two flaws.

The two flaws are:

1. Station[s] Four and Five routinely respond with only two (2) firefighters per shift.
2. An organizational model that undervalues consistent leadership.

The immediate remedies we propose are:

1. Establishing a minimum daily staffing of 3 firefighters on Ladder(s) four and five
2. Return Battalion Chief's position to a 24 hour schedule
3. Reapportion the workload in administration to be more efficient and effective.

Both issue[s] two (2) and three (3) have a direct correlation to the staffing of the two city ladder companies. We (Local 483) feel that by implementing the ideas that we have developed, the Sheboygan Fire Department (SFD) can not only staff these companies to provide more adequate protection to the neighborhoods they serve, but by utilizing existing personnel, we can make the department more efficient, improve staffing and increase training all while being fiscally responsible.

Proposal:

2017-

The City Council has approved the rehiring three previously unfilled positions, which now brings the daily table of organization to 22 a day. With a maximum of four (4) personnel on leave with vacation/FLSA time on any given day, a daily minimum of 18 line personnel can be established. This would allow both station(s) four and five to be staffed at three (3) personnel. We realize that any more than four (4) personnel on leave would create an overtime cost to the city, but to keep these stations at a minimum of three (3) is crucial to the overall improvement of emergency response. However, with the city unable to currently hire much needed additional firefighters,



# Sheboygan Professional Firefighters

## International Association of Firefighters Local 483 A.F.L.-C.I.O.-C.L.C



the costs of overtime are far less than that of new firefighters with benefits. Some of these costs can be defrayed by immediately placing the battalion chiefs back on a 24 hour schedule. The reduction of line personnel “acting up” will help to reduce the days where overtime may be needed.

The argument against placing the Battalion Chief’s on a permanent 24 hour rotation has always been that there are too many clerical items that need their attention, so they need a hybrid system to attend to these issues. To alleviate that issue, we would propose that some of the clerical activities performed by the Battalion Chief’s would be meted out to union personnel. Also, we would be willing to let these chiefs into the vacation policy. This will give them the right, by departmental seniority, to pick vacations and be part of the four (4) personnel allowed off per day. This, too, will help offset some of the conceivable overtime days that the establishment of an 18 line personnel minimum staffing per day would cause. We would expect that the chiefs returning to their 24 hour schedule in July would coincide with the hiring of the proposed 40 hour Battalion Chief position.

To adapt with the changes from the current hybrid to not only to account for the duties the Battalion Chief’s will need to dispense of, but to also undertake duties that are not being currently attended to by the SFD, we propose the following:

- The three (3) 24-hour Battalion Chiefs would all be trained to a high level of fire inspection/prevention. This allows for continuity of that job amongst the three positions and provides the city with a regular fire inspector/prevention program. It also provides for less confusion in the future when prospective applicants wish to apply for promotion to what job they will be assuming and associated duties with that position unlike the current hybrid system. Applicants will have the ability to better prepare themselves for promotion by gaining education as they work towards promotion. Currently, only one of the Battalion Chiefs is performing this function while on the hybrid schedule and this places pressure on Deputy Chief Butler to fill-in when he is off, which takes away DC Butler from accomplishing his normally assigned duties.
- The duties of maintaining fire stations/apparatus/and purchasing will be given to the newly created 40-hour position. These duties are currently being done by one of the Battalion Chiefs on the hybrid schedule.
- The duties of creating yearly fire training will be turned over to the five existing captains. They will be responsible for creating a training plan and then executing it using department resources and instructors or other means. These duties are currently being done by one of the Battalion Chiefs on the hybrid schedule.



# Sheboygan Professional Firefighters

## International Association of Firefighters Local 483 A.F.L.-C.I.O.-C.L.C



- The department will create three (3) lieutenant positions from the existing table of organization. These would conceivably be three (3) positions on Med 3. These positions would not be additional full-time employees, but a new position filled by existing (promoted) employees. The new lieutenants would be responsible for the Emergency Medical Quality Assurance and Quality Initiative for the Sheboygan Fire Department, and would also be in charge of creating and organizing all EMS training for the department. They will, like the battalion chiefs, all be trained to the same level and be able to provide a continuity of EMS training and work amongst the three different shifts. These lieutenants, although supervised by DC Butler, would have enough autonomy to significantly reduce the workload on DC Butler, freeing up his time to be spent in other areas or on other projects. This would have a cost of roughly \$15,000, but this would eliminate the need to hire an additional battalion chief in 2018.

We believe that by instituting these ideas into an operational plan we could begin to move the department in an efficient and productive direction to not only better serve our customers but increase the safety of citizens, visitors and the members of our department.

II

R. O. No. 259- 16 - 17. By CITY CLERK. March 20, 2017.

Submitting a communication from Bryan P. Fleming requesting a waiver from the Sex Offender Residency restrictions in order to live at 2119 S. 8<sup>th</sup> St.

---

City Clerk

MAR 16 '17 PM 4:12

Date: 3/13/17

My name is: Bryan P Fleming

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

2119 S. 8TH ST. Sheboygan WI.  
53081

Signature: Bryan P Fleming

Phone Number: (920) 698-9030

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 Alderperson Wolf. March 20, 2017.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$5,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$5,000,000 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 (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the Common Council of the City hereby finds and determines that general obligation promissory notes in an amount of approximately \$5,000,000 should be issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue general obligation promissory notes designated "General Obligation Promissory Notes, Series 2017A" (the "Notes") in an amount of approximately \$5,000,000 for the purpose of paying the cost of the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WFPF")) is hereby authorized and directed to cause the sale of the Notes to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall also cause an Official Statement to be prepared and

*Finance*

III

distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the Common Council shall consider taking further action to provide the details of the Notes; to award the Notes to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Notes as the same becomes due as required by law.

Section 6. 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 April \_\_\_\_\_, 2017. \_\_\_\_\_, City Clerk

Approved April \_\_\_\_\_, 2017. \_\_\_\_\_, 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 24<sup>th</sup> day of April, 2017, 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 terms and 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	April 2017
Issuance of Building Permits	May 2017
Start Construction	June 2017
Substantial Completion	July 2018

It is anticipated that the Property will be sold and conveyed on or about May 31, 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 May 31, 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, at Closing, the City shall pay to Developer a sum not less than Two Million One Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,175,000.00) in new funds from the creation of Tax Increment District No. 16 in upfront developer incentive on or before 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.

The parties agree that, upon the written request of the Developer, the amount set forth in the preceding paragraph shall be paid to an affiliate entity of Developer, provided, however, that Developer shall at all times remain liable for all obligations relating to the use of such funds.

(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) 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 all costs for construction of all buildings and other improvements on the Property and leasehold improvements, including, without limitation, 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 of the Project as set forth in this section. The parties agree that 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 and will be based on a minimum value of Eleven Million One Hundred Thousand Dollars (\$11,100,000). The assessed value of the Project shall be frozen until such time as (i) the amount of money contributed by the City pursuant to Section 204(b)(1) (the "City Contribution") plus (ii) the interest on such City Contribution as calculated in Section 402(b) below, has been repaid through the real estate tax payments made in connection with the Project, except that the assessed value of the Project shall be set based on a minimum valued of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) as of January 1, 2024.

In addition, the Developer's guarantee obligations hereunder shall terminate on the date that the total of all real estate tax payments made after the date hereof in connection with the Project total the amount equal to (i) the City Contribution plus (ii) accrued interest on such City Contribution.

- (b) **Interest Rate Calculation.** The interest calculation on the not less than Two Million One Hundred Seventy-Five Thousand Dollars (\$2,175,000) 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.
- (b) **Conduct Studies.** Prior to the Closing Date of the Sale of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

**ARTICLE 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.

For purposes of clarity, notwithstanding anything contained in this Agreement to the contrary, upon the issuance of a certificate of completion for the Project, the Developer may transfer, assign, sell, or convey the Property or any portion thereof to any person without the consent of the City. It being understood that all restrictions on transfer in Section 902 and 903 above shall terminate upon completion of the Project

**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 either 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 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,
  - (1) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
  - (2) there is any change of more than ten percent (10%) in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or
- (b) the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the

necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or

- (c) the Developer does not pay the Purchase Price and take title to the Property upon tender of Deed by the City pursuant to the Sale, and if any default or failure referred to in subdivisions (a) and (b) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

**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

- (1) ninety (90) days after written demand by the City so to do; or,
- (2) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer; or,
- (3) 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;

- (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 revert 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, and further provided that such condition subsequent and all reversionary interests shall terminate upon the completion of the Project. Upon the completion of the Project, the City shall, at Developer's request, provide a written instrument acknowledging the termination of such reversionary interest.

**SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds.** Upon the revesting in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests 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 revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

- (b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

**SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the revesting of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

**SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party.** For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project,

or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

**SEC. 1108. Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**SEC. 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 330 E. Kilbourn Avenue, Suite 800, Milwaukee, WI 53202, Attn: Scott J. Revolinski; 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.

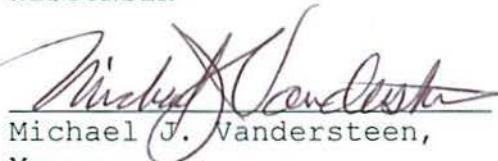
*(Signature Page Follows)*

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.

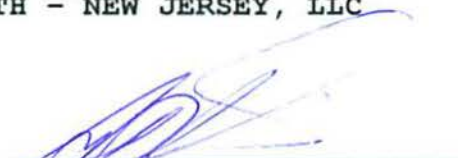
CITY OF SHEBOYGAN,  
WISCONSIN

EIGHTH - NEW JERSEY, LLC

BY:

  
Michael J. Vandersteen,  
Mayor

BY:

  
Scott Revolinski, Manager

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. 1021454

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*

---

### Development and Construction Costs

Cost Item	<u>Pro-Forma</u>
Land and Building	\$ 10
Sitework, Structure, Shell, Professional, Finishes	13,358,562
Appliances / FFE	310,500
Other Building Costs - Soils	518,750
Architecture, Structural and Civil Engineering	
Environmental Engineering, Professional, Survey	780,800
Title, Permits, Legal & Accounting, Admin.	66,000
Utilities	30,000
General Liability Insurance	12,000
Appraisal	6,000
Financing Fees	53,000
Construction Interest and Interest During Stabilization	368,000
Other Closing Costs and Contingency	<u>470,000</u>
Total Project Costs	\$ <u>15,973,622</u>

**III**

Res. No.            - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION approving the Amended and Restated Contract for Sale of Land for Private Development by and between 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 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.

*Finance*

\_\_\_\_\_

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

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

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

**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 March, 2017, 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 terms and 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	April 2017
Issuance of Building Permits	May 2017
Start Construction	May 2017
Substantial Completion	July 2018

It is anticipated that the Property will be sold and conveyed as of May 15, 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 May 1, 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, at Closing, the City shall pay to Developer a sum not less than Two Million One Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,175,000.00) in new funds from the creation of Tax Increment District No. 16 in upfront developer incentive on or before 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.

The parties agree that, upon the written request of the Developer, the amount set forth in the preceding paragraph shall be paid to an affiliate entity of Developer, provided, however, that Developer shall at all times remain liable for all obligations relating to the use of such funds.

- (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) 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 all costs for construction of all buildings and other improvements on the Property and leasehold improvements, including, without limitation, 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 of the Project as set forth in this section. The parties agree that 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 and will be based on a minimum value of Eleven Million One Hundred Thousand Dollars (\$11,100,000). The assessed value of the Project shall be frozen until such time as (i) the amount of money contributed by the City pursuant to Section 204(b)(1) (the "City Contribution") plus (ii) the interest on such City Contribution as calculated in Section 402(b) below, has been repaid through the real estate tax payments made in connection with the Project, except that the assessed value of the Project shall be set based on a minimum valued of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) as of January 1, 2024.

In addition, the Developer's guarantee obligations hereunder shall terminate on the date that the total of all real estate tax payments made after the date hereof in connection with the Project total the amount equal to (i) the City Contribution plus (ii) accrued interest on such City Contribution.

- (b) **Interest Rate Calculation.** The interest calculation on the not less than Two Million One Hundred Seventy-Five Thousand Dollars (\$2,175,000) 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.
- (b) **Conduct Studies.** Prior to the Closing Date of the Sale of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

**ARTICLE 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.

For purposes of clarity, notwithstanding anything contained in this Agreement to the contrary, upon the issuance of a certificate of completion for the Project, the Developer may transfer, assign, sell, or convey the Property or any portion thereof to any person without the consent of the City. It being understood that all restrictions on transfer in Section 902 and 903 above shall terminate upon completion of the Project

**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 either 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 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,
  - (1) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
  - (2) there is any change of more than ten percent (10%) in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or
- (b) the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the

necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or

- (c) the Developer does not pay the Purchase Price and take title to the Property upon tender of Deed by the City pursuant to the Sale, and if any default or failure referred to in subdivisions (a) and (b) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

**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

- (1) ninety (90) days after written demand by the City so to do; or,
  - (2) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer; or,
  - (3) 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;
- (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 revert 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, and further provided that such condition subsequent and all reversionary interests shall terminate upon the completion of the Project. Upon the completion of the Project, the City shall, at Developer's request, provide a written instrument acknowledging the termination of such reversionary interest.

**SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds.** Upon the revesting in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests 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 revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

**SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the reversioning 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 330 E. Kilbourn Avenue, Suite 800, Milwaukee, WI 53202, Attn: Scott J. Revolinski; 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:** \_\_\_\_\_  
Scott Revolinski, Manager

**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. 1021454

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



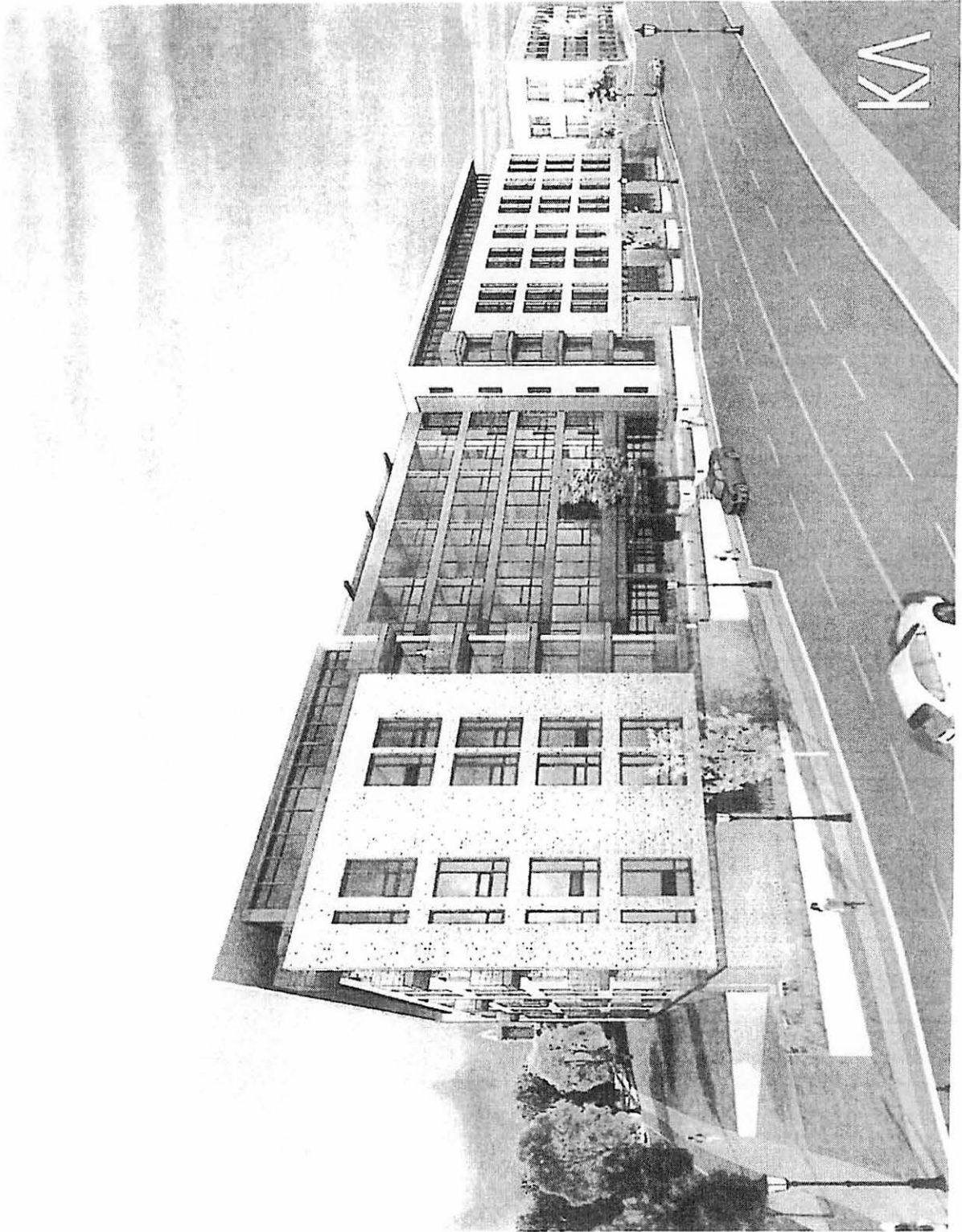
# Project Economics and Plans

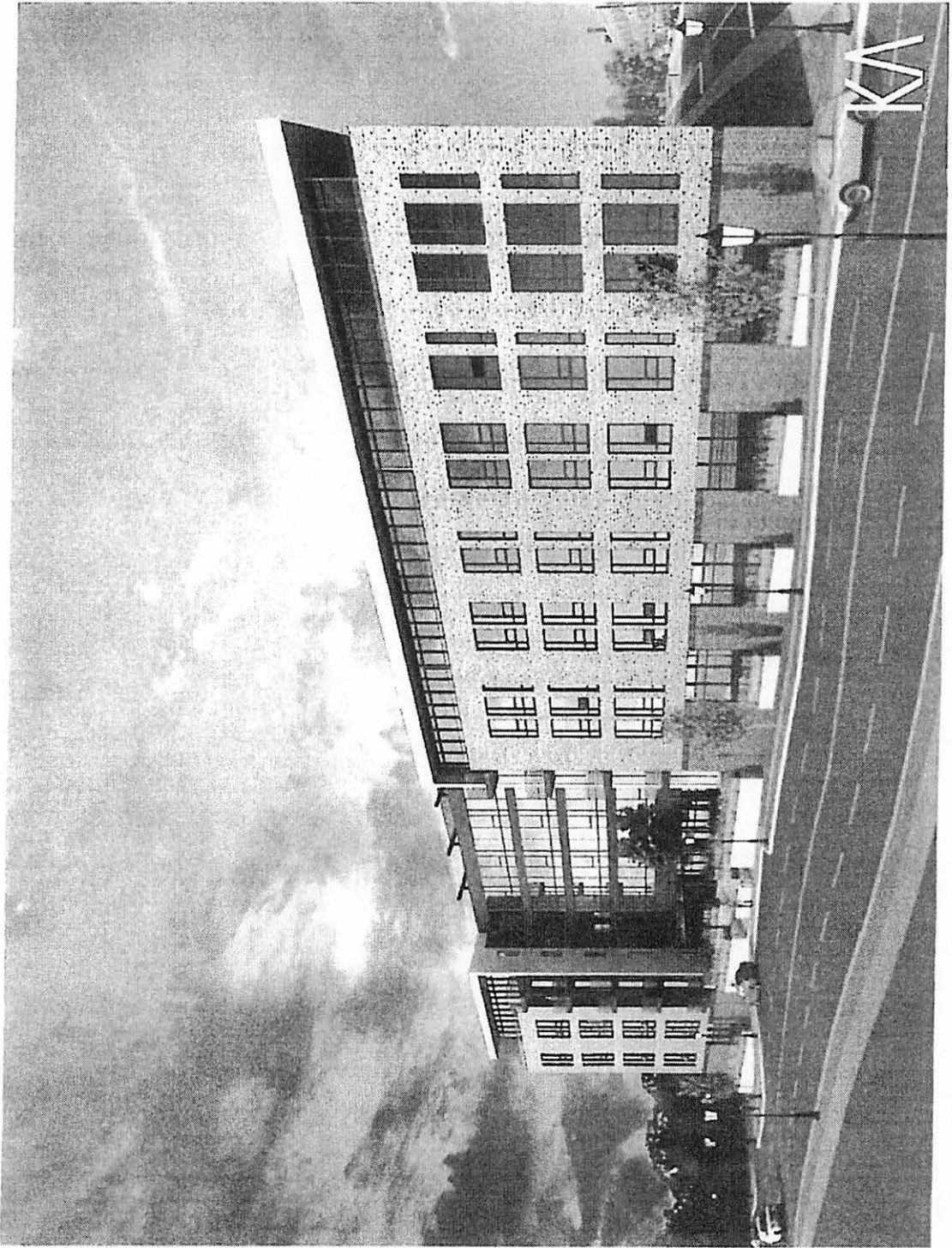
*Eighth - New Jersey, LLC*

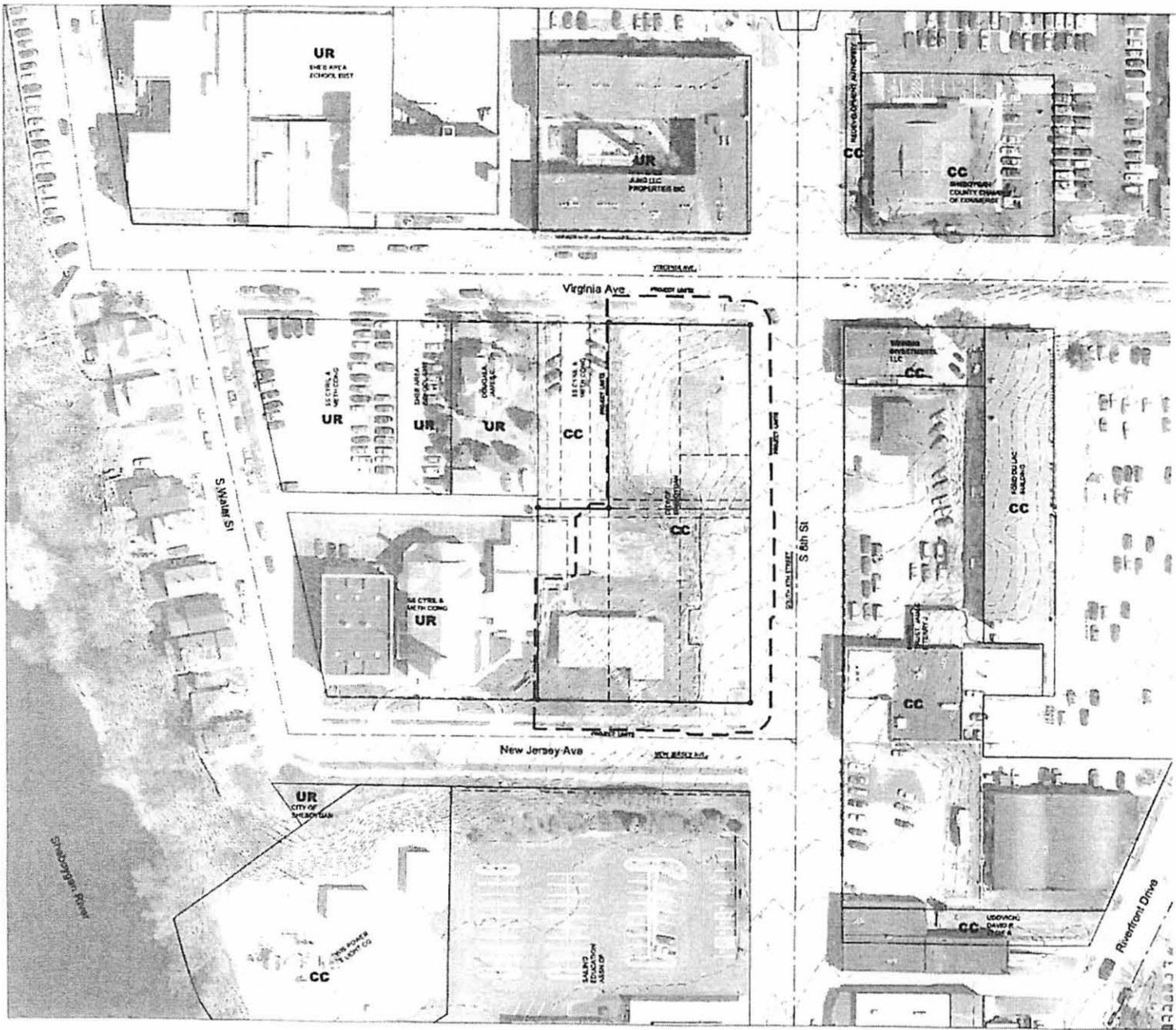
---

## Development and Construction Costs

<u>Cost Item</u>	<u>Pro-Forma</u>
Land and Building	\$ 10
Sitework, Structure, Shell, Professional, Finishes	13,358,562
Appliances / FFE	310,500
Other Building Costs - Soils	518,750
Architecture, Structural and Civil Engineering	
Environmental Engineering, Professional, Survey	780,800
Title, Permits, Legal & Accounting, Admin.	66,000
Utilities	30,000
General Liability Insurance	12,000
Appraisal	6,000
Financing Fees	53,000
Construction Interest and Interest During Stabilization	368,000
Other Closing Costs and Contingency	<u>470,000</u>
Total Project Costs	\$ <u>15,973,622</u>







**KA**  
KANE & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
1000 N. 10TH ST., SUITE 200  
SHEPHERD, OHIO 44675  
PHONE: 330.222.1100  
FAX: 330.222.1101  
WWW.KAENGINEERS.COM



DATE: 11/11/11  
PROJECT NAME: [REDACTED]

PREPARED BY: [REDACTED]  
CHECKED BY: [REDACTED]  
DATE: 11/11/11

SCALE: AS SHOWN  
THIS MAP IS NOT VALID UNLESS USED IN CONJUNCTION WITH THE ZONING ORDINANCE

DATE: 11/11/11  
SCALE: 1" = 30'

SCALE: 1" = 30'

**DIGGERS HOTLINE**  
Dial 811 or (800)242-8511  
www.DiggersHotline.com

**BASE ZONING DISTRICT**  
**CC** CENTRAL URBAN/COMMERCIAL DISTRICT  
THIS DISTRICT IS INTENDED TO PERMIT BROAD USES AND SMALL SCALE DEVELOPMENT COMMERCIAL DEVELOPMENT BY SO PROMOTE ECONOMIC DEVELOPMENT AND THE CONTINUED ECONOMIC VIABILITY OF EXISTING DEVELOPMENT

**UR** URBAN RESIDENTIAL DEVELOPMENT DISTRICT  
THIS DISTRICT IS INTENDED TO PERMIT DEVELOPMENT WHICH HAS A HIGH DENSITY, URBAN CHARACTER. THIS DISTRICT PERMIT DEVELOPMENT WHICH IS INTENDED TO BE SUPPORTED BY HOUSING AND COMMERCIAL DEVELOPMENT AS WELL AS A VARIETY OF RELATED ACTIVITIES AND USES

COMPLYING USE MAP  
**C100**

**III**

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for an advance to TID 16 for a parking study.

Establish appropriation for an advance of funds to TIF 16 for a parking study. The funds will be repaid with interest.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund	TID 16 Capital Project Fund	
Unreserved Fund Balance	Contracted Services	
101-253000	42661100-521900	\$30,000

*Finance*

\_\_\_\_\_

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

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

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

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Thiel. March 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for purchase, delivery, training and online "cloud" data archiving of a Digital Body worn camera system for the Sheboygan Police Dept.

WHEREAS: The Sheboygan Police Department has included in their 2017 Capital Improvements budget the purchase of a body worn camera system to enhance public/Police interaction and;

WHEREAS: The Department has spent considerable time and effort in the research of these systems including discussions with other current users and has determined that the solution offered by Taser International affords the Department the most comprehensive and durable solution and;

WHEREAS: Taser International has a contract with TCPN for the purchase of its systems of which the City is able to access negating the need for competitive bidding and has provided the City with a proposal including the contract pricing.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Taser International of Scottsdale AZ for the purchase and installation of a complete body worn camera system including online data archiving.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account #40021100-649100 in the amount of \$81,913.51 in payment of same.

pp&s

\_\_\_\_\_

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

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

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

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Thiel. March 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for provision and installation of a replacement Digital Dictation System for the Sheboygan Police Dept.

WHEREAS: For a number of years, the City of Sheboygan Police Department has worked closely with a vendor to provide a complete digital dictation system and necessary support for the Sheboygan Police Dept. The Police Department utilizes dictation technology on a near constant basis in order to assure careful and accurate recordkeeping and;

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 necessary funding for an upgrade in its 2017 Capital Improvements Budget. The Vendor, Digitech (formerly Quality Assured Office Machines) of Green Bay, WI has provided stellar service and support for a number of years and also is a Vendor on the University of WI State contract and;

WHEREAS: In addition to providing excellent support the Vendor has proposed both discount pricing as well as a generous trade-in allowance for the current equipment and its presence on the University of WI contract precludes the City from Competitive Bidding and;

pp. 5.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Digitech of Green Bay WI for provision and installation of the Digital Dictation System including trade-in of the current equipment as well as on-going support.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account # 40021100-649100 in the amount of \$44,816.30 including trade-in 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

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderpersons Holzschuh, Heidemann and Thiel.  
March 20, 2017.

A RESOLUTION directing the City Administrator to perform an internal study of the Fire Department related to staffing and scheduling concerns.

WHEREAS, it is the sense of the council that there are certain morale issues among firefighters; and

WHEREAS, some of those morale issues seem to be related to concerns regarding staffing, including the perceived need for union personnel to regularly fill in and perform the work of battalion chiefs.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator undertake a study of the Fire Department related to staffing, structure, job duties, and scheduling, including addressing morale issues within the department.

BE IT FURTHER RESOLVED: That the City Administrator shall report the results of the study in writing no later than June 30, 2017.

*Whole*

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

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



Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the painting and refinishing of steel railings along the North side of the Sheboygan River between the 8<sup>th</sup> Street Bridge and the U.S Coast Guard Station.

WHEREAS: The blue steel railings along the Boardwalk on the North side of the Sheboygan River between the 8<sup>th</sup> Street Bridge and the U.S Coast Guard Station are in need of sanding and refinishing. Altogether there is approximately 17,000 lineal feet of 2" tube railing to be refinished. The City included funds in the 2017 Capital Improvements and Strategic Plan(s) for the work and;

WHEREAS: A request for bids was issued with the lowest responsible bidder being JSM General Contracting LLC of Wadena MN, and;

WHEREAS: Following a review of the proposal including speaking with the references provided, JSM General Contracting LLC has been found to be wholly responsive to the bid and eligible for award of the contract.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with JSM General Contracting LLC of Wadena MN for the complete refinishing of the handrail and adjacent structures along the north side of the Sheboygan River at a cost of \$ 84,750.00 and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #61137110-521900 (Boat Facilities Fund) in payment of same.

P.W.

\_\_\_\_\_

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

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

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

**III**

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for the North Avenue Road Project (Calumet Drive to N. 15<sup>th</sup> Street, State Project ID 4996-01-78) for additional services including additional environmental documentation and design services related to modifications to the railroad crossing, additional environmental documentation related to the intersection with 15<sup>th</sup> Street and additional design services for the 15<sup>th</sup> Street intersection, for the proposed sum of \$38,673.39 of which the Federal share is \$29,005.04 and of which the City of Sheboygan's share is \$9,668.35

RESOLVED: That the appropriate City Officials execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for two determinations of national registry eligibility for historic resources adjacent to the North Avenue Road Project (Calumet Drive to N. 15<sup>th</sup> Street, State Project ID 4996-01-78) for the proposed sum of \$38,673.39 of which the Federal share is \$29,005.04 and of which the City of Sheboygan's share is \$9,668.35 - 47533140-631200 \$9,668.35.

*P.W.*

\_\_\_\_\_

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

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

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

**AMENDMENT NO.3 TO THE CONTRACT**  
BETWEEN City of Sheboygan (MUNICIPALITY),  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION  
AND McMAHON (CONSULTANT) FOR

Project ID 4996-01-78  
C Sheboygan, North Ave  
Calumet Dr to 15<sup>th</sup> St  
Local Street  
Sheboygan County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated June 9, 2015, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

- The department has requested the completion of an assessment of effects (AOE) document for two historic resources located adjacent to the project corridor; this also requires the preparation of a separate historic resources factor sheet for each resource.
- The department has requested that a separate Section 4(f) evaluation be prepared for each historic resource; de Minimis 4(f) evaluations are anticipated. The preparation of a separate Section 4(f) factor sheet for each resource is also required.
- The department has requested that additional design alternatives be prepared for the two at-grade railroad crossings located within the project limits. These alternatives include revised profiles for both the road way and for the railroad main line track and siding tracks. Additional surveys are required along each track up to and through the Martin Avenue crossings. Additional construction/traffic stages are required.
- The department has requested that the environmental document be modified to include the area within and immediately adjacent to the railroad right-of-way that will be impacted by the project. This includes both the main line track and siding track corridors; the limits for each of these track corridors begins approximately 500-ft north of North Avenue and extends south to Martin Avenue. Phase 1 Hazardous Materials/Contamination Assessments, Historical/Architectural Reconnaissance Surveys, Phase 1 Archaeological Investigations, and wetland delineations will be required.
- The department has requested additional design services for the reconstruction of the North Avenue intersection with 15<sup>th</sup> Street, in addition to the following services:
  - a. Railroad OCR Public Hearing.
  - b. Alternatives Selection ICE for 15<sup>th</sup> Street.
  - c. Traffic Signal Plan for 15<sup>th</sup> Street.
  - d. Timing plan and City Coordination for 15<sup>th</sup> Street.
- The department has requested the "If Authorized" be deleted from the contract.

**For Authorized Services:**

Actual costs to the CONSULTANT up to \$252,374.80 (an increase of \$48,956.96), plus a fixed fee of \$18,146.68 (an increase of \$3,623.15), not to exceed \$270,521.48 (an increase of \$52,580.11).

For historical resources DOE services subcontracted to Heritage Research, LTD, the CONSULTANT's actual cost to Heritage Research, LTD based on Heritage Research's actual cost up to \$21,134.75 (an increase of \$6,442.31), plus a fixed fee of \$1,862.99 (an increase of \$672.63) not to exceed \$21,134.75 (an increase of \$7,114.94).

For title report services subcontracted to Classic Title Services, the CONSULTANT'S actual cost to Classic Title Services not to exceed \$3,750.00 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
60 year Title Reports with one update (assume 4 tax key numbers)	Each	\$150.00 (no change)
Letter Reports (Assume 42 tax key numbers)	Each	\$75.00 (no change)

For environmental database services subcontracted to Environmental Data Resources, the CONSULTANT'S actual cost to Environmental Data Resources not to exceed \$390.00 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
Standard Package	Lump Sum	\$350.00 (no change)
Sanborn Sets (2 req'd)	Each	\$20.00 (no change)

For subsurface investigation services subcontracted to River Valley Testing, the CONSULTANT'S actual cost to River Valley Testing not to exceed \$5,520.00 (no change).

For phase 1 archaeological investigation subcontracted to Archaeological Research, Inc., the CONSULTANT's actual cost to Archaeological Research, Inc. based on Archaeological Research's actual cost up to \$2,221.20 (an increase of \$2,221.20), plus a fixed fee of \$214.50 (an increase of \$214.50) not to exceed \$2,435.70 (an increase of \$2,435.70).

Total contract not to exceed \$303,751.93 (an increase of \$62,130.75).

**"IF AUTHORIZED"**

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

The CONSULTANT's actual cost up to \$0.00 (a decrease of \$21,832.11), plus a fixed fee of \$0.00 (a decrease of \$1625.25), not to exceed \$0.00 (a decrease of \$23,457.36).

Compensation for "if authorized" services for this contract not to exceed \$0.00 (a decrease of \$23,457.36).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$303,751.93 (an increase of \$38,673.39).

The CONSULTANT REPRESENTATIVE is: Michael R. Simon, P.E., Project Manager, McMAHON.

Street Address: 1445 McMahan Drive, Neenah, WI 54956  
Mailing Address: PO Box 1025, Neenah, WI 54957-1025  
Telephone: (920) 751-4200


Fax: (920) 751-4284  
Email: [msimon@mcmgrp.com](mailto:msimon@mcmgrp.com)

The DEPARTMENT is: Rich Glen, P.E., Northeast Region Management Consultant, JT Engineering.  
Street Address: 1077 Centennial Centre Blvd., Hobart, WI 54155  
Telephone: (920) 468-4771  
Fax: (920) 468-7135  
Email: [richglen@jt-engineering.com](mailto:richglen@jt-engineering.com)

The MUNICIPALITY representative is Ryan Sazama, City Engineer, City of Sheboygan:  
Street Address: City of Sheboygan  
Mailing Address: 2026 New Jersey Avenue, Sheboygan, WI 53081  
Telephone: (920)459-3485  
Fax: (920)459-0227  
E-Mail: [ryan.sazama@sheboyganwi.gov](mailto:ryan.sazama@sheboyganwi.gov)

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

By:  \_\_\_\_\_  
Michael R. Simon

Title: Project Manager \_\_\_\_\_

Date: 3-6-17 \_\_\_\_\_

For the DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For the City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for 2017 North 15<sup>th</sup> Street Paving.

WHEREAS: Two bids were received in response to bid #2406-17. The low bid has been determined to meet all of the specifications.

WHEREAS: The bids are tabulated as follows:

Vinton Construction, Manitowoc, WI	\$1,412,734.13
Buteyn-Peterson Construction Company, Sheboygan, WI	\$1,503,505.05
Advance Construction, Green Bay, WI	\$1,543,818.34
LaLonde Contractors, Waukesha, WI	\$1,570,754.21

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Vinton Construction Company for 2017 North 15<sup>th</sup> Paving in the amount of \$1,412,734.13 and are authorized to draw funds from the following accounts: 47533140-631200 - \$1,412,734.13 in payment of same.

P.W.

\_\_\_\_\_

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

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

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

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing the appropriate City Officials to apply for a grant from the Wisconsin Department of Natural Resources.

WHEREAS, the City of Sheboygan is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

WHEREAS, the City of Sheboygan Storm Water Management Plan was last completed in 1996 and is in need of updating.

WHEREAS, a cost-sharing grant is required to carry out the project;

THEREFORE, BE IT RESOLVED: That the applicant hereby authorizes the proper City Officials to act on behalf of the applicant to:

1. Sign and submit the grant application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
2. Sign a grant agreement between applicant and the DNR;
3. Sign and submit reimbursement claims along with necessary supporting documentation;
4. Sign and submit interim and final reports and other documentation as required by the grant agreement;
5. Sign and submit and Environment Hazards Assessment Form, if required; and
6. Take necessary action to undertake, direct and complete the approved project.

f.w.

BE IT FURTHER RESOLVED: The applicant shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

---

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

**Notice:** This application form template was created by the Wisconsin Department of Natural Resources. Application is hereby made to the Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154, and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code.*

Please read the instructions prior to completion of this form. Complete all sections as applicable. Tab to each section or click in answer spaces.

**Applicant Information**

Calendar Year of Grant Start

Project Name

Applicant (governmental unit applying; name and type, e.g. Wausau, City; Randall, Town; Waunakee, Village)

Name of Government Official - Authorized Signatory (First Last)			Name of Government Official - Grant Contact Person (First Last)		
Title			Title		
Area Code + Phone Number			Area Code + Phone Number		
E-Mail Address			E-Mail Address		
Mailing Address - Street or PO Box			Mailing Address - Street or PO Box		
City	State WI	ZIP Code	City	State WI	ZIP Code

**Project Information**

**A. Location of Project**

County		State Senate District number:			State Assembly District number:			
Minor Civil Division (city, town, village, e.g. Wrightstown, Village of)	Township (N)	Range	E or W	Section	Quarter	Quarter Quarter	Latitude (North, 4 to 7 decimal places)	Longitude (West, 4 to 7 decimal places)
	N							
	N							
	N							

Method for Determining Latitude & Longitude (check one)

- GPS     DNR Surface Water Data Viewer (<http://dnrmaps.wi.gov/SL/?Viewer=SWDV>)  
 Other (specify):

Project Name:

**UNPS&SW Program - Planning Grant Application**

Form 8700-299A (R 1/17)

Page 2 of 11

**B. Project Summary and Description.** Use this space for the project summary and description, not an attachment. Mention every activity being proposed in Part II; Question 1.

**C. Watershed, Waterbody and Pollutants** (see Attachment A and <http://dnrmaps.wi.gov/SL/?Viewer=SWDV>).  
Note: Planning areas may encompass several square miles and may affect multiple watersheds.

Watershed Name	Watershed Code	12-digit Hydrologic Unit Code (HUC)	% of Project Area	Nearest Waterbody Name

Nonpoint Source Pollutant(s) Controlled by the Project

- Nutrients  
 Sediment  
 Other, specify:

**Part I. Screening Requirements**

**A. Maps and Photographs**

Yes

- An 8.5" x 11" map from the DNR data/map viewers, showing the project area, is attached (link to <http://dnrmaps.wi.gov/SL/?Viewer=SWDV>).  
 Aerial photo maps and project area photos are also included.

**B. Filters** Note: The applicant must be able to check "Yes" to questions 1 through 8 below to be eligible for a grant. Check "Yes" to question 9, if applicable.

Yes

1. Project is in an area that is urban or will be urban within 20 years (see Attachment B).  
 2. Project will be completed within 24 months of the start of the grant period.  
 3. Staff and consultants designated to work on this project have adequate training, knowledge, and experience to implement the proposed project.  
 4. Staff or contractual services, in addition to those funded by this grant, will be provided if needed.  
 5. Planning products prepared under this grant will not work at cross-purposes to (are consistent with) the non-agricultural performance standards under ch. NR 151 (see Attachment D).  
 6. The local DNR District Nonpoint Source Coordinator has been contacted and the project was discussed. See contacts at: <http://dnr.wi.gov/topic/nonpoint/NPScontacts.html>.

Name of the District Nonpoint Source Coordinator Contacted	Date Contacted	Subject of Contact

Project Name: \_\_\_\_\_

**UNPS&SW Program - Planning Grant Application**

Form 8700-299A (R 1/17)

- 7. The applicant can declare that one of the two statements below is TRUE.
  - a. Statement A: The grant application is for a local governmental unit that has jurisdiction over the project area. (Jurisdiction over the project area means that the governmental unit has control over whether the planning recommendations are carried out.)
  - b. Statement B: The applicant does not have jurisdiction over the project area; however conditions "i" and "ii" or "i" and "iii" are met
    - i. The applicant is required to obtain a permit under subchapter I. of ch. NR 216; and
    - ii. In addition, Inter-Governmental Agreements (IGAs) are in place,
    - iii. or, will be put in place prior to the commencement of the grant period, to assure urban best management practices included on the grant are installed and maintained (see Attachment G).
  
- 8. The applicant can declare that one of the two statements below is TRUE.
  - a. Statement A: The applicant is not the University of Wisconsin Board of Regents.
  - b. Statement B: The applicant is the University of Wisconsin Board of Regents and the project will develop recommendations for a UW Campus area located in a municipality that meets both of the following criteria:
    - i. The municipality is required to obtain a municipal storm water permit under ch. NR 216 and
    - ii. The municipality is located either in a priority watershed or lake area identified under s. 281.65, Wis. Stats., or in an area of concern as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.
  
- 9. This application is a joint application among local units of government, and
  - If yes, the required Inter-Governmental Agreement (maybe a DRAFT) is attached (see Attachment G).

If the applicant answered "No" to any of the items in 1-8, above, stop here. This project is ineligible.

**Part II. Competitive Elements**

**Question 1. Project Activities and Extent of Pollutant Control**  
A project can consist of one or more of the following planning activity categories (A through F). For each category below, check the boxes that describe the work products which will be produced under this grant. Do not check boxes based on prior work.

**A. Ordinance Preparation**

Develop New    Update Existing    The project is to develop or update one or more of the following ordinances (must be the applying Governmental Unit's ordinances), including associated information, education and public participation activities. Check all that apply.

- 1. Construction erosion control ordinance including all the requirements of s. NR 151.11.
- 2. Storm water ordinance for new development and re-development including all the requirements of ss. NR 151.12, NR 151.121-128, and NR 151.241-249.  
(See NR 151 at: [http://docs.legis.wi.gov/code/admin\\_code/nr/100/151.pdf#page=1](http://docs.legis.wi.gov/code/admin_code/nr/100/151.pdf#page=1).)
- 3. Low impact development/conservation subdivision ordinances.
- 4. Other ordinances such as an illicit discharge ordinance, storm water ordinances affecting runoff from developed urban areas (e.g., pet waste management ordinances, nutrient management ordinances), or ordinances that regulate the application of fertilizers to non-municipal properties in accordance with s. NR 151.14.

**B. Financing Mechanisms**

Develop New    Update Existing    The project will evaluate financing mechanisms for storm water management, including associated information, education and public participation activities. Recommendations will be presented to the governing board for approval and DNR will be notified of the governing board's action. Check one of the following:

- 1. The project develops a dedicated revenue source, such as a storm water utility, to implement a storm water program focusing on implementation of performance standards in Subchapter III of ch. NR 151.  
**OR**
- 2. The project is a general feasibility analysis of alternative funding mechanisms

Project Name: \_\_\_\_\_

**UNPS&SW Program - Planning Grant Application**

Form 8700-299A (R 1/17)

Page 4 of 11

---

**C. Storm Water Plan for Developed Urban Areas (includes redevelopment)**

Develop Update The project is to develop or update a storm water management plan for developed urban areas, including  
New Existing redevelopment, which addresses all applicable performance standards under NR 151 including associated  
information, education and public participation activities.  
Check one of the following

1. This project will cover the entire geographic area of the governmental unit.

**OR**

2. This project will cover only part of the geographic area of the governmental unit.

---

**D. Storm Water Plan for New Development**

Develop Update The project will develop or update a storm water management plan for new development that addresses all of the  
New Existing performance standards under ss. NR 151.12, NR 151.121-128, and NR 151.241-249, including associated  
information, education and public participation activities. Check one of the following:

1. This project will cover the entire geographic area of the governmental unit.

**OR**

2. This project will cover only part of the geographic area of the governmental unit.

---

**E. Comprehensive Storm Water Information and Education Program**

Check this box if the project will develop and/or implement a comprehensive storm water information and education program.  
*Note: This category may not be checked if any boxes in categories A through D, above, have been checked.*  
Information and education activities are expected to be included as necessary components of projects under categories A through D.

---

**F. Inter-Municipal and Watershed-based Cooperation (bonus)**

Check this box if this project is being conducted as part of an inter-governmental storm water management strategy for a common water resource. This also includes entering into a Watershed-based Storm Water Management Permit with other municipalities.  
*Note: If more than one local unit of government is joining in this project application (a "joint application"), then an Inter-Governmental Agreement (IGA) meeting the requirements of Attachment G must be submitted with this application.*

Provide a description of the inter-governmental effort that will be used to complete the project.



Project Name: \_\_\_\_\_

**UNPS&SW Program - Planning Grant Application**

Form 8700-299A (R 1/17)

Page 6 of 11

**B.1. (continued) Cost Sharing Worksheet**

**Eligible Costs:**

2. 50% of Column C Total Row 1 above	\$
--------------------------------------	----

**Cap Test:**

3. Maximum State Share Row 2 or \$85,000, whichever is less	\$
---	----

**State and Local Share:**

4. Requested State Share Amount (Enter Requested Grant Amount)	
--	--

5. Local Share Amount (Total of Row 1 Column B less Row 4)	\$
--	----

**B.2. Use of Additional Funding**

Check this box if both of the following conditions are met.

- The requested state share amount in row 4 is less than the \$85,000 grant cap.
- The requested state share amount in row 4 is below the maximum state-share in row 3. (The resulting cost-share rate is less than 50%.)

**B.3. Cost Estimate Quality** Describe the quality of cost estimates including whether the cost estimate is based on a competitive bid, scope of services, similar projects conducted locally, similar projects conducted elsewhere in the state or region, or other more generalized data. Provide documentation.

Identify the source of the local share: \_\_\_\_\_

**Question 3. Project Evaluation Strategy**

Information that will be developed and presented to DNR to evaluate the environmental benefits of completing this project. Check all that apply.

- A. Information that quantifies how project implementation is projected to decrease storm water impacts on state waters will be provided to the DNR. The information may be provided as part of the planning product (e.g., storm water plan, I&E plan) or in the Final Report.
- B. Information that tracks progress in carrying out recommendations of this project will be provided to the Department for one or two years after the project is completed. Specify if it is going to be one or two years that tracking information will be provided and describe how this annual post-project tracking process will work:

**Question 4. Water Quality Needs**

The project must be consistent with at least one of the following seven watershed priorities. For each watershed in the project area, identify the category that best identifies the project goals. If more than one category is checked (because the project area contains more than one watershed), estimate the portion of the project area to be assigned to each category.

*Note: For border waters where a State of the Basin Report does not exist, another governmental document acceptable to the District NPS Coordinator may be used to identify the water quality need.*

	Percent of Project Area (Total should equal 100%)	Surface Water Considerations
<input type="checkbox"/>	<input style="width: 80px; height: 40px;" type="text"/>	<p><b>A. Clean Water Act section 303(d) List of Impaired Waters</b>                      Project with water quality goals directly dealing with a water body (lake or stream) on the latest Clean Water Act (CWA) s. 303(d) List of Impaired Waters, where the cause of the impairment is nonpoint source pollution and this project will reduce the type of nonpoint pollutants for which the water is listed (see Attachment A and <a href="http://dnrmaps.wi.gov/SL/?Viewer=SWDV">http://dnrmaps.wi.gov/SL/?Viewer=SWDV</a>).</p> <p><b>Name of Applicable Impaired Water:</b></p> <p>_____</p> <p><b>Name of Pollutant Causing Impairment:</b></p> <p>_____</p>
<input type="checkbox"/>	<input style="width: 80px; height: 40px;" type="text"/>	<p><b>B. Outstanding or Exceptional Resource Waters or Other Areas of Special Natural Resource Interest</b>                      Prevention of degradation due to nonpoint sources of outstanding resource waters (ORW) (per s. NR 102.10) or exceptional resource waters (ERW) (per s. NR 102.11) or other areas of special natural resource interest (ASNRI).                      To locate ORW/ERW and other ASNRI's see Attachment A and go to DNR's Surface Water Data Viewer Designated Waters Theme at <a href="http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&amp;runWorkflow=DesignatedWaters">http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&amp;runWorkflow=DesignatedWaters</a>.</p> <p><b>Name of Applicable ORWERW or ASNRI:</b></p> <p>_____</p>
<input type="checkbox"/>	<input style="width: 80px; height: 40px;" type="text"/>	<p><b>C. Not Fully Supporting Uses or NPS Ranking of High or Medium</b>                      A water body (lake or stream) identified in a DNR-approved Basin/Watershed Plan as not supporting designated uses due to nonpoint sources, but is not on the section 303(d) List. In newer plans, these waters are categorized as "supporting" (as opposed to "fully supporting") designated uses; in plans prior to 2010 they were labeled as "partially meeting" designated uses. Or, the project is located in watershed, lake watershed, or other area ranked high or medium on the NPS Rankings List, where the goals of the project are directly associated with the reason for the ranking on the NPS Rankings List.</p>
<input type="checkbox"/>	<input style="width: 80px; height: 40px;" type="text"/>	<p><b>D. Surface Water Quality</b>                      Prevention of degradation of surface water quality due to nonpoint sources</p>
		<p><b>Groundwater Considerations</b> For assistance with this section, please consult the DNR District Drinking Water and Groundwater Specialist at: <a href="http://dnr.wi.gov/topic/drinkingWater/documents/CountyContacts.pdf">http://dnr.wi.gov/topic/drinkingWater/documents/CountyContacts.pdf</a> or the County Extension office.</p>
<input type="checkbox"/>	<input style="width: 80px; height: 40px;" type="text"/>	<p><b>E. Exceeds Groundwater Enforcement Standard</b>                      Groundwater within the project area where representative information indicates that stormwater pollutants in groundwater exceed the Enforcement Standard (ES).</p>
<input type="checkbox"/>	<input style="width: 80px; height: 40px;" type="text"/>	<p><b>F. Exceeds Groundwater Preventive Action Limit</b>                      Groundwater within the project area where representative information indicates that storm water pollutants in groundwater exceed the Preventative Action Limit (PAL).</p>
<input type="checkbox"/>	<input style="width: 80px; height: 40px;" type="text"/>	<p><b>G. Groundwater Quality (see Attachment F)</b>                      The project area is within a geological area defined in Attachment F as susceptible to groundwater contamination.</p>
		<p><b>Total:</b></p>
	<input style="width: 80px; height: 40px;" type="text"/>	

**Drinking Water Bonus Points (see Attachment E)**

- Yes  Check this box if the project water quality goals identified above relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. This includes any of the following: Municipal supplies governed by chs. NR 809 and 811; Other-Than-Municipal (OTM) water supplies governed by chs. NR 809 and 811; Non-Transient water supplies governed by chs. NR 809 and 811; Transient water supplies governed by chs. NR 809 and 812.
1. If "Yes," and you checked boxes E, F, or G, above, then mark a, b, or c, below and move on to question 6. (You will need assistance from your DNR District NPS Coordinator at <http://dnr.wi.gov/topic/nonpoint/NPSContacts.html> or Water Supply Specialist at <http://dnr.wi.gov/topic/drinkingWater/documents/CountyContacts.pdf> to answer.)
    - a. Check this box if the project is located: within the wellhead protection area of a municipal well; or within 1,200 feet of a municipal well for which a wellhead protection area is not delineated; or within 1,200 feet of an Other-Than-Municipal (OTM) water supply well; or within 1,200 feet of a Non-Transient water supply well.
    - b. Check this box if the project is located within 200 feet of a Transient water supply well.
    - c. Check this box if neither a nor b applies
  2. If "Yes," and you checked box A, B, or C or D above, then place a check mark next to the appropriate drainage area where the project is located. If the project is in more than one drainage area, enter the appropriate percentages in the boxes provided. (See .)

Source Water Drainage Area	Portion of Project in Assessment Area (%)
<input type="checkbox"/> Pike River and Creek	<input type="text"/>
<input type="checkbox"/> Root River	<input type="text"/>
<input type="checkbox"/> Oak Creek	<input type="text"/>
<input type="checkbox"/> Milwaukee River	<input type="text"/>
<input type="checkbox"/> Sauk Creek	<input type="text"/>
<input type="checkbox"/> Sheboygan and Onion Rivers	<input type="text"/>
<input type="checkbox"/> Manitowoc River	<input type="text"/>
<input type="checkbox"/> Twin Rivers	<input type="text"/>
<input type="checkbox"/> Kewaunee and Ahnapee Rivers	<input type="text"/>
<input type="checkbox"/> Menominee River	<input type="text"/>
<input type="checkbox"/> Fish Creek	<input type="text"/>
<input type="checkbox"/> St. Louis and Nemadji Rivers	<input type="text"/>
<input type="checkbox"/> Lake Winnebago	<input type="text"/>

**Question 5. Evidence of Local Support**  
 For A. and B., check the applicable situation that exists at the time of application. Submit supporting information and documentation with the application.

**A. Government**

- 1. The local-share funds for this project's expenses are already included specifically in an **adopted** budget.
  - Evidence of the adopted budget is included with the application submittal.  
Describe the document and list date of adoption:
  
- 2. The local-share funds for the project expenses are or will be included in a **proposed** budget.
  - Evidence of the proposed budget is included with the application submittal.  
Describe the document and list date for adoption;

**B. Community Supporting information must be submitted with the application.**

- 1. There is local community support from community stakeholders specifically for the project.
  - a. There is local support from citizen groups.
  - b. There is local support from municipal committees or councils representing the applicant.
  
- 2. There is community support for addressing general water resource needs in the community, even though there may not be evidence of support for this specific project.
  - a. There is general support from citizen groups.
  - b. There is general support from municipal committees or councils representing the applicant.

**Question 6. Plans and Regulations**

**A. Consistency With Resource Management Plans**

- Check this box if the proposed project focuses on plans to implement a water quality recommendation from a locally-approved resource management plan. Examples include Smart Growth plans, Legacy Community plans, Water Star plans, local Storm Water Management plans, wellhead protection, lake management, regional water quality plans, Remedial Action plans and other watershed-based nonpoint source control plans.  
*(This question does not include a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.)*

If Yes, summarize the water quality recommendation and describe how it relates to the goals of this proposed project. Cite the title, author and date(s) of publication of the resource management plan. Attach pertinent page(s) or provide URL and page numbers.

**B. Supporting Regulations**

Check the box for the statement(s) that applies to this project. The project is located within an area which has:

- 1. The applicant (applying governmental unit) has regulations in place to administer and enforce construction erosion controls in the governmental unit that are consistent with the non-agricultural performance standards in s. NR 151.11  
Include the web site where the regulation can be found (most direct web page URL) and page number(s).
  
- Or check the box if a copy of the regulation is attached to this application.
  
- 2. The applicant (applying governmental unit) has regulations in place to administer and enforce post-construction runoff for areas of new development and redevelopment in the governmental unit consistent with the non-agricultural performance standards in s. NR 151.12.  
Include the web site where the regulation can be found (most direct web page URL) and page number(s).
  
- Or check the box if a copy of the regulation is attached to this application.

**Question 7. City of Racine**

- Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Project Name:

**UNPS&SW Program - Planning Grant Application**

Form 8700-299A (R 1/17)

Page 10 of 11

**Part III. Eligibility for Multipliers**

Completion of this part of the application is optional. However, an applicant can increase the final project score by qualifying for a project multiplier.

**Local Implementation Program** (select all that are in place as of the application submittal date)

- A. The governmental unit is implementing a pollution prevention information and education program targeted for property owners and other residents.
- B. The governmental unit is tracking storm water permitting activity (construction and post-construction) in the governmental unit and can make summary information available to the DNR upon request.
- N/A
- C. The governmental unit is implementing a nutrient management plan for municipally-owned properties of pervious area where nutrients are applied.

**Optional Additional Information**

Carefully review the answers to all of the questions above. Is there additional information that will add to the understanding of this project? If so, describe here.

**Applicant Certification**

A Responsible Governmental Official (authorized signatory) must sign and date the application form prior to submittal to the DNR. The governmental official with signatory authority must be the person authorized by the Governmental Responsibility Resolution. I certify that, to the best of my knowledge, the information contained in this application and attachments is correct and true.

Signature of Government Official - Authorized Signatory		Date Signed
Name (Please Print)	Title	

- Check this box if the required, completed Governmental Responsibility Resolution (GRR) (see [Attachment H](#)) is attached. Authorized signatory must be approved in the GRR.

**Submittal Directions**

To be considered for funding, provide the following for each application submitted:

- One hard copy of the completed application form [DNR Form 8700-299A (R 1/15) with original signature in blue ink and all attachments.
- Three additional hard copies of the completed, signed application form and all attachments.
- One electronic copy of the completed application form (this saved application form) in PDF format only plus all attachments on CD.

All application materials must be postmarked by midnight April 15 of the same calendar year.

Mail to: State of Wisconsin  
Runoff Management Section-WT/3  
Department of Natural Resources  
101 South Webster Street  
Madison, WI 53703

PO Box 7921  
or Madison WI 53707-7921

Project Name:

**UNPS&SW Program - Planning Grant  
Application**

Form 8700-299A (R 1/17)

Page 11 of 11

---

**Please use this page to write any constructive comment(s) you might have to improve this application.**

Thank you.

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. March 20, 2017.

Your Committee to whom was referred R. O. No. 223-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends denying Taxicab Driver's License application #1142 based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

*Reg.*

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

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

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

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

IV

II

Other Matters

7.11

R. O. No. 223- 16 - 17. By CITY CLERK. February 6, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law & Lic*  
*2/20/17 - grant all lic*  
*hold beer, McKenzie,*  
*Moreno, Mitchell*  
*3/6/17 - deny*  
*Williams Moreno,*  
*hold Baranda - Baranda,*  
*McKenzie*  
*3/20/17 - deny*  
*Baranda - Baranda,*  
*grant McKenzie*

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

"CLASS B" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3239	Kevin's Supper Club	4604 S. Business Dr.

SIDEWALK CAFE LICENSE (April 14, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bertelsen, Kaitlyn A.	1224 N. 27 <sup>th</sup> St.
1015	Busch, Jeffrey M. (Club)	428 St. Clair Ave., #4
1112	Ceron, Daniela	4405 Primrose Ct., #N202
1169	Falk, Courtney m.	1913 Humboldt Ave.
9767	Gahagan, Rachel M.	1226 N. 6 <sup>th</sup> St.
1269	Gamez, Donna L.	2013 Cooper Ave.
1653	Kraus, David V.	2408 Weeden Creek Rd.
1286	Lesko, Austin J.	8 Dakota Trl.
1245	Little, Elizabeth M.	2686 Georgia Ave.
1648	Lynch, Matthew C.	1012 Falls Parc Dr., #16, Sheb. Falls
1062	Newton, Kimberleigh M.	1058 Weeden Creek Rd.
1073	O'Brien, Sean M.	2621 N. 31 <sup>st</sup> St.
1115	Riley, Christine L.	3522 Highcliff Cir.
8500	Roberts, Lisa M.	514C South Pier Dr.
6350	Steinberg, Scott L.	724 Broughton Dr.
1036	Van Zeeland, Timothy J.	2336 N. 13 <sup>th</sup> St.
1211	Winterberg, Kyle J.	809 Chicago St., Sheb. Falls

117

III

595

TAXICAB DRIVER'S LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1142	Baranda-Fernandez, Cesar	1603 Superior Ave.
1292	Kernen, Thomas E.	3204 Mill Rd.
8177	McKenzie, David J.	1216 S. 9 <sup>th</sup> St.
1008	Montes, Rosalinda	626 Superior Ave.
1151	Moreno Casas, Marcos D.	2007 N. 15 <sup>th</sup> St.

TRANSIENT MERCHANTS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1650	Williams, Mitchell R.	5531 Playbird Rd.

**VII**

R. C. No.            - 16 - 17. By LAW AND LICENSING. March 20, 2017.

At its meeting on March 14, 2017, your Committee voted to recommend that the Common Council grant Alc. Bev. Lic. No. 3217-Parker John's BBQ & Pizza (Aaron M. Sloma, Agent) an extension until June 12, 2017 to open for business.

Mr. Sloma appeared before the committee and explained that they have not yet opened for business due to construction delays, but they hope to be open by April 17, 2017.

Your committee recommends that the common council grant an extension to Parker John's BBQ & Pizza under the continuation of business ordinance until June 12, 2017.

*reg*

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

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. March 20, 2017.

Your Committee to whom was referred Res. No. 188-16-17 by Alderpersons Belanger, Bitters and Bohren pursuant to Section 110-37(3), Sheboygan Municipal Code, establishing a schedule of flat fees per foot to be levied as assessments for street improvements for the year 2017; recommends that the attached Substitute Resolution be passed.

reg

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

Committee

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

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

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

III

III

4.7

Subs of Res. No. 188 - 16 - 17. By Alderpersons Belanger, Bitters and Bohren. March 20, 2017.

A RESOLUTION pursuant to Section 110-37(3), Sheboygan Municipal Code, establishing a schedule of flat fees per foot to be levied as assessments for street improvements for the year 2017.

WHEREAS, Section 110-37(3), Sheboygan Municipal Code, requires the common council to annually establish a schedule of flat fees per foot to be levied as assessments for street improvements; and

WHEREAS, it is the desire of the common council for said flat fees to be applied in a manner that equitably adjusts the impact of the fees in various circumstances.

NOW, THEREFORE, BE IT RESOLVED: That the following schedule of flat fees per foot to be levied as assessments for street improvements for the year 2017 is hereby established:

<b>Concrete Street Paving</b>	<b><u>Cost per Lineal Foot</u></b>
<b>New Construction:</b> .....	(To be determined per project)

<b>Concrete Street Paving</b>	<b><u>Cost per Lineal Foot</u></b>
<b>Reconstruction:</b>	
26' Wide .....	\$150.28
28' Wide .....	\$159.12
30' Wide .....	\$168.48
32' Wide .....	\$178.39
34' Wide .....	\$188.88
36' Wide (or wider) .....	\$200.00

<b>Asphalt Street Resurfacing</b>	<b><u>Cost per Lineal Foot</u></b>
<b>Resurfacing:</b>	
26' Wide .....	\$61.70
28' Wide .....	\$65.33
30' Wide .....	\$69.18
32' Wide .....	\$73.25
34' Wide .....	\$77.56
36' Wide (or wider) .....	\$82.12

**Cost per Lineal Foot**

<b>Curb and Gutter</b>	
<b>Remove and Replace .....</b>	<b>\$41.70</b>

III

BE IT FURTHER RESOLVED: That in determining the actual assessments to be levied, the Director of Public Works shall apply and modify the flat fee set forth above as follows:

(a) The city shall pay 100 percent of the assessable cost of grading, graveling, paving, repaving and resurfacing of street intersections.

(b) Grading, graveling and paving fees shall be assessed against the abutting property owners. On corner lots of single and two-family residential properties, the second assessment shall be calculated by deducting from the linear feet of frontage on the second side (the side being assessed) up to 120 linear feet of frontage of the long side not to exceed the length of the second side. The linear feet of frontage assessed to any parcel (before application of applicable corner lot deductions) shall not be less than the minimum permitted lot width for lots in the particular zoning district, provided, however, that legal nonconforming lots shall be assessed based upon the actual linear feet of frontage of the lot. A warranty period of 30 years is established for concrete paving, and a credit of 1/30 of the pre-credit current proposed repaving or resurfacing assessment for each year of unused warranty shall be applied to the current proposed assessment for repaving or resurfacing costs. Single- and two-family residential properties abutting on streets in excess of 36 feet in width shall be assessed for only 36 feet of said street. When it is deemed necessary to increase the depth of concrete to greater than seven inches, the assessment shall be computed based upon a seven-inch pavement. When any street is initially paved or resurfaced and the paving or resurfacing plans provide for the construction of a boulevard or island between the travel lanes, the cost of the curb or curb and gutter forming the boulevard or island shall be borne by the city.

(c) Public property, except state property held for highway right-of-way purposes, shall be assessed at 100 percent for all costs of paving, widening or resurfacing regardless of the width of the street.

(d) When streets are resurfaced, the City shall assess 50% of the fee for resurfacing. A warranty period of 15 years is established for resurfacing of streets and a credit of 1/15 of the initial resurfacing cost for each year of unused warranty shall be applied to the second resurfacing. Whenever resurfacing is not possible and repaving is necessary, the fee for resurfacing, except public areas, shall be assessed against the property owners with the warranty contained subsection (b) above in effect. However, where abutting property owners were assessed for the cost of the initial paving, a maximum of 50 percent of the fee for the repaving shall be assessed against the property owners, less the credit for any applicable warranty contained in subsection (b) above in effect.

(e) For repair of curbs and gutters, the City shall assess 50 percent of the fee against the abutting property owner. On corner lots of single and two-family residential properties, the fee for a second repaving, resurfacing or repair shall be calculated by deducting from the linear feet of frontage on the second side (the side being assessed) up to 120 linear feet of

frontage of the long side not to exceed the length of the second side. The linear feet of frontage assessed to any parcel (before application of applicable corner lot deductions) shall not be less than the minimum permitted lot width for lots in the particular zoning district provided, however, that legal nonconforming lots shall be assessed based upon the actual linear feet of frontage of the lot.

(f) The abutting property owner shall pay 100% of the fee for alley paving. However, when properties abut two alleys, a 25-percent reduction will be allowed on the long side, for a maximum of 120 feet.

(g) Any street initially paved to a width of 36 feet or less and repaved, resurfaced or repaired beyond the width of 36 feet, by city order, shall have 100 percent of the fee for the repaving, resurfacing or repairing beyond the width of 36 feet paid by the city.

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

**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

4.7

Res. No. 188- 16 - 17. By Alderpersons Belanger and Thiel.  
February 6, 2017.

A RESOLUTION pursuant to Section 110-37(3), Sheboygan Municipal Code, establishing a schedule of flat fees per foot to be levied as assessments for street improvements for the year 2017.

WHEREAS, Section 110-37(3), Sheboygan Municipal Code, requires the common council to annually establish a schedule of flat fees per foot to be levied as assessments for street improvements; and

WHEREAS, it is the desire of the common council for said flat fees to be applied in a manner that equitably adjusts the impact of the fees in various circumstances.

NOW, THEREFORE, BE IT RESOLVED: That the following schedule of flat fees per foot to be levied as assessments for street improvements for the year 2017 is hereby established:

<insert schedule here>

BE IT FURTHER RESOLVED: That in determining the actual assessments to be levied, the Director of Public Works shall apply and modify the flat fee set forth above as follows:

(a) The city shall pay 100 percent of the assessable cost of grading, graveling, paving, repaving and resurfacing of street intersections.

(b) Grading, graveling and paving fees shall be assessed against the abutting property owners. On corner lots of single and two-family residential properties, the second assessment shall be calculated by deducting from the linear feet of frontage on the second side (the side being assessed) up to 120 linear feet of frontage of the long side not to exceed the length of the second side. The linear feet of frontage assessed to any parcel (before application of applicable corner lot deductions) shall not be less than the minimum permitted lot width for lots in the particular zoning district, provided, however, that legal nonconforming lots shall be assessed based upon the actual linear feet of frontage of the lot. A warranty period of 30 years is established for concrete paving, and a credit of 1/30 of the pre-credit current proposed repaving or resurfacing assessment for each year of unused warranty shall be applied to the current proposed assessment for repaving or resurfacing costs. Single- and two-family residential properties abutting on streets in excess of 36 feet in width shall be assessed for only 36 feet of said street. When it is deemed necessary to increase the depth of concrete to greater than seven inches, the assessment shall be computed based upon a

Pub-Works  
subs.

seven-inch pavement. When any street is initially paved or resurfaced and the paving or resurfacing plans provide for the construction of a boulevard or island between the travel lanes, the cost of the curb or curb and gutter forming the boulevard or island shall be borne by the city.

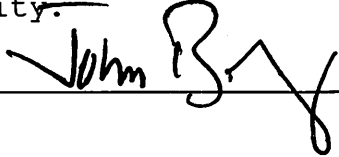
(c) Public property, except state property held for highway right-of-way purposes, shall be assessed at 100 percent for all costs of paving, widening or resurfacing regardless of the width of the street.

(d) When streets are resurfaced, the City shall assess 50% of the fee for resurfacing. A warranty period of 15 years is established for resurfacing of streets and a credit of 1/15 of the initial resurfacing cost for each year of unused warranty shall be applied to the second resurfacing. Whenever resurfacing is not possible and repaving is necessary, the fee for resurfacing, except public areas, shall be assessed against the property owners with the warranty contained subsection (b) above in effect. However, where abutting property owners were assessed for the cost of the initial paving, a maximum of 50 percent of the fee for the repaving shall be assessed against the property owners, less the credit for any applicable warranty contained in subsection (b) above in effect.

(e) For repair of curbs and gutters, the City shall assess 50 percent of the fee against the abutting property owner. On corner lots of single and two-family residential properties, the fee for a second repaving, resurfacing or repair shall be calculated by deducting from the linear feet of frontage on the second side (the side being assessed) up to 120 linear feet of frontage of the long side not to exceed the length of the second side. The linear feet of frontage assessed to any parcel (before application of applicable corner lot deductions) shall not be less than the minimum permitted lot width for lots in the particular zoning district provided, however, that legal nonconforming lots shall be assessed based upon the actual linear feet of frontage of the lot.

(f) The abutting property owner shall pay 100% of the fee for alley paving. However, when properties abut two alleys, a 25-percent reduction will be allowed on the long side, for a maximum of 120 feet.

(g) Any street initially paved to a width of 36 feet or less and repaved, resurfaced or repaired beyond the width of 36 feet, by city order, shall have 100 percent of the fee for the repaving, resurfacing or repairing beyond the width of 36 feet paid by the city.

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

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. March 20, 2017.

Your Committee to whom was referred Res. No. 197-16-17 by Alderpersons Wolf, Donohue, Belanger and Schneider authorizing a transfer of appropriations in the 2017 Budget (establish estimated revenue and appropriation for contracted services for park facilities and street improvements in the CDBG Block Grant Funds); recommends that the Resolution be passed.

*reg*

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

Committee

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

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

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

IIIIV



4.4

Res. No. 197 - 16 - 17. By Alderpersons Wolf, Donohue, Belanger and Schneider. February 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish estimated revenue and appropriation for contracted services for park facilities and street improvements in the CDBG Block Grant Funds:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
CDBG Block Grant Fund Block Grant Funding 21661100-431901	CDBG Block Grant Fund Park Facilities 21653000-631100	\$200,000
	Street Improvements 21661100-6311000	\$100,000

*Finance  
approve.*

---

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

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

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

VIII

R. C. No.     - 16 - 17    . By PUBLIC PROTECTION AND SAFETY. March 20, 2017.

Your Committee to whom was referred Res. No. 199-16-17 by Alderperson Thiel authorizing entering into contract for Architectural and Engineering Services associated with the reconstruction of the Fire Station #2 roof structure; recommends that the Resolution be passed.

*Reg*

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

Committee

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

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

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

III

III

4.6

Res. No. 199 - 16 - 17. By Alderperson Thiel. February 20, 2017

A RESOLUTION authorizing the Purchasing Agent to enter into contract for Architectural and Engineering Services associated with the reconstruction of the Fire Station #2 roof structure.

WHEREAS: In the course of performing a structural study of Fire Station #2 in 2015, a severe structural defect was discovered in the roof structure and necessitated immediate, temporary repairs. The Structural consultants were able to make an association between the failed elements, the Clerestory Windows and the roof structure supporting a flat roof and;

WHEREAS: The Structural Engineering firm further suggested in its report that a long term solution to the problems would involve the elimination of the Clerestory windows as well as the flat roof in favor of a more conventional pitched roof design and;

WHEREAS: The Fire Department has included funding in their 2017 Capital Improvements budget including architectural and engineering services and has selected Abacus Architects of Sheboygan to provide the services which include all Architectural work, Structural, Electrical and Mechanical Engineering.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Abacus Architects of Sheboygan WI for Design and Engineering Services associated with the roof structure of Fire Station #2 in the amount of \$ 35,200.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account #47622100-621200 in payment of same.

*PPS approve*

*Billy Thiel*

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 PUBLIC PROTECTION AND SAFETY. March 20, 2017.

Your Committee to whom was referred Res. No. 200-16-17 by Alderperson Hou-Seye having the Council direct the Sheboygan Police, its Chief, and Officers to obey and follow Federal Law in detaining Illegal Aliens and other undocumented individuals until they can be transferred to the custody of U.S. Homeland Security, whenever in the normal exercise of their duties they come across individuals who cannot provide proof of U.S. citizenship; recommends that the documents be filed.

*Reg.*

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

Committee

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

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

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

IV

III

4.7

Res. No. 200 - 16 - 17. By Alderperson Hou-Seye. February 20, 2017.

A RESOLUTION from the Common Council of the City of Sheboygan directing the Sheboygan Police, its Chief, and Officers, to obey and follow Federal Law in detaining Illegal Aliens, and other Undocumented Individuals, until they can be transferred to the custody of U.S. Homeland Security, whenever in the normal exercise of their Police duties they shall come across individuals who cannot provide proof of U.S. Citizenship.

PP+S  
File

[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

176



1111

VIII

R. C. No.         - 16 - 17        . By FINANCE. March 20, 2017.

Your Committee to whom was referred Res. No. 212-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget (establish appropriation for an advance of funds to the Redevelopment Authority for land acquisition. The funds will be repaid with interest); recommends that the Resolution be passed.

*reg*

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

Committee

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

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

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

III

**III**

5.2

Res. No. 212 - 16 - 17. By Alderperson Wolf. March 6, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish appropriation for an advance of funds to the Redevelopment Authority for land acquisition. The funds will be repaid with interest.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund Unreserved Fund Balance 400-253000	Redevelopment Authority Fund Land Acquisition 29561100-611100	\$75,000

*Finance  
approve*

  
\_\_\_\_\_

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

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

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

VIII

R. C. No.           - 16 - 17          . By FINANCE. March 20, 2017.

Your Committee to whom was referred Res. No. 213-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2017 Budget (establish appropriation for a development loan to The Founders Club); recommends that the Resolution be passed.

*Reg*

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

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

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

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

1111

III

5.3

Res. No. 213 - 16 - 17. By Alderperson Wolf. March 6, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget.

Establish appropriation for a development loan to The Founders Club.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Project Fund Unreserved Fund Balance 400-253000	Capital Project Fund Development Loan 40061100-540100	\$390,000

*Finance  
approve*

  
\_\_\_\_\_

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

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

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

IV

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. March 20, 2017.

Your Committee to whom was referred Gen. Ord. No. 42-16-17 by Alderpersons Belanger and Thiel repealing and recreating Section 110-37 of the Municipal Code relating to special assessments for street construction and resurfacing; recommends that the Ordinance be passed.

Reg

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

Committee

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

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

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

**IX**

6.4

Gen. Ord. No. 42 - 16 - 17. By Alderpersons Belanger and Thiel.  
February 6, 2017.

AN ORDINANCE repealing and recreating Section 110-37 of the Municipal Code relating to special assessments for street construction and resurfacing.

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

Section 1. Section 110-37 of the Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 110-37. Assessments.

In levying and collecting special assessments for public street improvements, the City shall proceed in the following manner:

(1) Whenever the Common Council shall deem it necessary in the best interest of the City to construct or cause to be constructed any such improvements, all or part of the cost of which is to be assessed against the property benefited, it shall follow the provisions of §66.0703, Wis. Stats., relating to the repaving and relating to the paving, resurfacing of streets and alleys and providing for the costs of constructing such and the manner of levying special assessments against the property benefited thereby. Said provisions are adopted by and for the city and shall be in full force and effect as ordinances of the city as if fully set forth in this section.

(2) Through the exercise of the city's police power, all special assessments for street improvements shall be levied against abutting property on a linear-foot basis. All assessments shall be based upon the full cost of each project levied per linear foot on the street or alley frontage.

(3) Each year, before introduction of the resolution authorizing letting of bids on public construction under this section, the Common Council shall, via resolution, establish a schedule of flat fees per foot to be levied. Multiple fees may be established related to different types of construction, including (but not limited to) construction, resurfacing, curb and gutter, etc. In no case may such flat fee exceed the maximum cost of construction allowed under §66.0703, Wis. Stats.

(4) Notwithstanding any other subsection of this section, the due date of any special assessment levied against property located within a general floodplain district (GFP) under the city's floodplain zoning ordinance or within a wetland area under the city's wetland ordinance

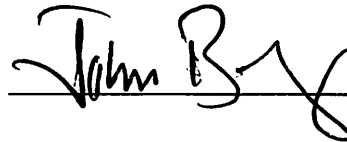
*Pub Works approved.*

12

abutting on or benefited by the paving, repaving or resurfacing of a street or alley shall be deferred while no use of the street or alley is made in connection with the property. At such time as the property no longer qualifies for deferral of the special assessment, such expense may be paid in the manner and upon the terms provided in subsection (4)(d) and (e) of this section. Any such special assessment shall be a lien against the property from the date of the levy.

(5) Notwithstanding any other subsection of this section, the common council may, by resolution, permit the deferral of the due date of certain special assessments for grading and graveling streets in certain new residential subdivisions for five years and may permit payment thereafter in five equal annual installments, with interest at the rate in place at the commencement of the deferral accruing from the commencement of the deferral until paid in full, in accordance with guidelines established by resolution of the common council. However, any such certain special assessments for grading and graveling streets deferred under this subsection shall become due in full immediately upon sale of such lot. Any such special assessment for grading and graveling streets shall be a lien against the property from the date of the levy."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



---

---

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

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

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

**IV**

R. C. No.         - 16 - 17        . By FINANCE. March 20, 2017.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 235-16-17 by the City Clerk submitting a petition for direct annexation by unanimous approval for property located in the Town of Sheboygan at 3009 N. 15<sup>th</sup> St.; and
2. A copy of Gen. Ord. No. 44-16-17 by Alderperson Belanger and Wolf annexing territory to the City of Sheboygan, Wisconsin;

recommends that the documents be approved.

*Reg.  
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

**X**

7.2

Gen. Ord. No. 44 - 16 - 17. By Alderpersons Belanger and Wolf.  
March 6, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 24th day of February, 2017, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

All of Lot Twenty (20); and all of Lot Twenty-one (21) excepting the North Thirty-three (33) feet thereof; also part of Lot Nineteen (19) described as follows: Commencing at a point Sixty-seven (67) feet Four (4) inches West of the Northeast corner of Lot Nineteen (19), Block Six (6), Lake Shore Division of the Town of Sheboygan, thence due South Twelve (12) feet, thence due West to the West line of said Lot Nineteen (19), thence North Twelve (12) feet to the Northwest corner of said lot, thence East along said North line to the point of beginning; all in Block Six (6), Lake Shore Division of the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Said parcel contains Six Thousand Nine Hundred (6,900) square feet (0.158 acres).

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or

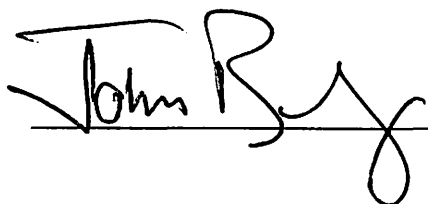
*City Plan*  
*Finance* approve

circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as Class Urban Commercial Classification.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 1st Ward and the 1st Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

  
\_\_\_\_\_

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

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

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

II

4.2

R. O. No. 235-16-17. By CITY CLERK. March 6, 2017.

Submitting a petition for direct annexation by unanimous approval for property located in the Town of Sheboygan at 3009 N. 15<sup>th</sup> St.

City Plan  
&

Finance

approve.

\_\_\_\_\_

City Clerk


PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

The undersigned, constituting all of the electors residing in the following described territory and the owners of all of the real property in the following described territory located in the Town of Sheboygan, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin.

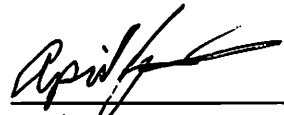
All of Lot Twenty (20); and all of Lot Twenty-one (21) excepting the North Thirty-three (33) feet thereof; also part of Lot Nineteen (19) described as follows: Commencing at a point Sixty-seven (67) feet Four (4) inches West of the Northeast corner of Lot Nineteen (19), Block Six (6), Lake Shore Division of the Town of Sheboygan, thence due South Twelve (12) feet, thence due West to the West line of said Lot Nineteen (19), thence North Twelve (12) feet to the Northwest corner of said lot, thence East along said North line to the point of beginning; all in Block Six (6), Lake Shore Division of the Town of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

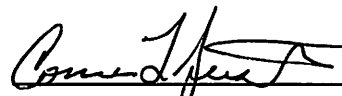
Said parcel contains Six Thousand Nine Hundred square feet (0.158 acres).


Dated this ~~24<sup>th</sup>~~ day of February, 2017

  
James O. Kisiolek, Owner  
2322 West Shelly Court  
Sheboygan, WI 53083

  
Angelia C. Clarke-Kisiolek, Owner  
2322 West Shelly Court  
Sheboygan, WI 53083

  
April Justus, Tenant  
3011 North 15<sup>th</sup> Street  
Sheboygan, WI 53083

  
Connie Justus, Tenant  
3011 North 15<sup>th</sup> Street  
Sheboygan, WI 53083

  
Luke Wirth, Tenant  
3009 North 15<sup>th</sup> Street  
Sheboygan, WI 53083

See attached map.

Drafted by: Atty. Joshua D. McKinley  
Olsen, Kloet, Gunderson & Conway  
602 N. 6<sup>th</sup> Street  
Sheboygan, WI 53081  
920-458-3701





3.1

R. O. No. 229 - 16 - 17. By CITY PLAN COMMISSION. February 20, 2017.

Your Commission to whom was referred Gen. Ord. No. 41-16-17 by Alderpersons Donohue, Wolf, Thiel, Belanger, and Holzschuh for an ordinance repealing and recreating Section 15.915 of the City of Sheboygan Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan Program from the Historic Preservation Commission; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 14, 2017, and after due consideration, recommends approval of the General Ordinance.

*See over  
to march  
20th.*

---

Director of Planning and Development

**X**

6.3

Gen. Ord. No. 41 - 16 - 17. By Alderpersons Donohue, Wolf, Thiel, Belanger and Holzschuh. February 6, 2017.

AN ORDINANCE repealing and recreating Section 15.915 of the City of Sheboygan Zoning Ordinance so as to remove the duties of the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

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

Section 1. Section 15.915 of the City of Sheboygan Zoning Ordinance entitled "Historic Preservation Regulations and Housing Rehabilitation Loan Program" is hereby amended to read as follows:

**"Section 15.915 Historic Preservation Regulations"**

- (1) **Purpose and Intent:** It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this Section is to:
  - (a) Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the City of Sheboygan's cultural, social, economic, political and architectural history.
  - (b) Safeguard the City of Sheboygan's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.
  - (c) Stabilize and improve property values and enhance the visual and aesthetic character of the City of Sheboygan.
  - (d) Protect and enhance the City of Sheboygan's attractions to residents, tourists and visitors, and serve as a support and stimulus to business industry.
- (2) **Definitions:** The definitions shall be as follows:

*City Plan  
Strategic Fiscal  
approve.*

- (a) **Certificate of Appropriateness** means the certificate issued by the Historic Preservation Commission approving alteration, rehabilitation, construction, reconstruction or demolition of a historic structure, historic site or any improvement in a historic district.
  - (b) **Commission** means the City of Sheboygan Historic Preservation Commission.
  - (c) **Historic district** is an area designated by the City Council on recommendation of the Commission that contains two or more historic improvements or sites.
  - (d) **Historic site** means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.
  - (e) **Historic structure** means any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the City of Sheboygan, state or nation and which has been designated as a historic structure pursuant to the provisions of this Section.
  - (f) **Improvement** means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.
- (3) **Historic Preservation Commission Composition:** A Historic Preservation Commission is hereby created, consisting of five (5) voting members. Of the membership, if available in the community, one shall be a registered architect; one shall be a historian; one shall be a licensed real estate broker; and two shall be citizen members. The Mayor shall appoint the commissioners subject to confirmation by the City Council. The term of each member shall be three years.

(4) **Historic Structure, Historic Site and Historic District Designation Criteria:**

(a) For purposes of this Section, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the City of Sheboygan such as historic structures, sites, or districts which:

1. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or
2. Are identified with historic personages or with important events in national, state or local history; or
3. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or
4. Are representative of the notable work of a master builder, designer or architect who influenced his age; or
5. Have yielded, or may be likely to yield, information important to prehistory or history.

(b) The Commission may adopt specific operating guidelines for historic structure, historic site and historic district designation providing such are in conformance with the provisions of this Section.

(5) **Powers and Duties:**

(a) **Designation:** The Commission shall have the power subject to subsection 15.915(6), to designation historic structures and historic sites and to recommend designation of historic districts within the City of Sheboygan limits. Such designations shall be made based on subsection 15.915(4). Historic districts shall be approved by the City Council. Once designated, such

historic structures, sites and districts shall be subject to all the provisions of this Section.

(b) **Regulation of Construction, Reconstruction, Alteration, and Demolition:**

1. No owner or person in charge of a historic structure, historic site or structure within a historic district shall be issued a permit to reconstruct, alter or demolish all or any part of the exterior of such property or to construct any exterior improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a Certificate of Appropriateness has been granted by the Commission. Also, unless such certificate has been granted by the Commission, the building inspector shall not issue a permit for any such work.
2. Upon filing of any application for a Certificate of Appropriateness with the Historic Preservation Commission, the Historic Preservation Commission shall approve the application unless:
  - a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvements or site upon which said work is to be done;
  - b. In the case of the construction of a new improvement upon a historic site, or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;
  - c. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this Section and to the objectives and design criteria of the historic preservation plan for said district;

- d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the City of Sheboygan and State of Wisconsin;
  - e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.
- 3. If the Commission determines that the application for a Certificate of Appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the Certificate of Appropriateness. The Commission shall make this decision within forty-five (45) days of the filing of the application.
  - 4. The issuance of a Certificate of Appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the City of Sheboygan. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the Certificate of Appropriateness required for the proposed work.
  - 5. Ordinary maintenance and repairs may be undertaken without a Certificate of Appropriateness provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.
- (c) **Appeals:** Should the Commission fail to issue a Certificate of Appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the City Council within thirty (30) days. In addition, if the Commission fails to issue a Certificate of Appropriateness, the Commission shall,

with the cooperation of the applicant, work with the applicant in an attempt to obtain a Certificate of Appropriateness within the guidelines of this Section.

- (d) **Recognition of Historic Structures, Sites and Districts:**  
At such time as a historic structure, site or district has been properly designated, the Commission, in cooperation with the property owner may cause to be prepared and erected on such property at City expense, a suitable plaque declaring that such property is a historic structure, site or district.

(6) **Procedures:**

- (a) **Designation of Historic Structures and Historic Sites:**

1. The Commission may, after notice and public hearing, designate of historic structures and historic sites or rescind such designation or recommendation, after application of the criteria in subsection 15.915(4). At least ten (10) days prior to such hearing, the Commission shall notify the owners of record, as listed in the office of the City of Sheboygan assessor, who are owners of property in whole or in part situated adjacent to the boundaries of the property affected.
2. The Commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall have the power to subpoena such witnesses and records as it deems necessary. The Commission may conduct an independent investigation into the proposed designation or rescission. Within ten (10) days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site, or rescind the designation. After the designation or rescission has been made, notification shall be sent to the property owner or owners. Notification shall also be given to the City Clerk, Building Inspector, Plan Commission and City Assessor. The Commission shall cause the designation or rescission to be recorded, at the City of Sheboygan's expense, in the County Register of Deeds Office.

(b) **Creation of Historic District:**

1. For preservation purposes, the Commission shall select geographically defined areas within the City of Sheboygan to be designated as Historic Districts and shall, with the assistance of the City of Sheboygan Department of Community Development, prepare a historic preservation plan for each area. A Historic District may be designated for any geographic area of particular historic, architectural or cultural significance to the City of Sheboygan, after the application of the criteria in 15.915(4), above. Each historic preservation plan prepared for or by the Commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

2. **Review and Adoption Procedure:**

a. **Historic Preservation Commission:** The Commission shall hold a public hearing when considering the plan for a Historic District. Notice of the time, place and purpose of such hearing shall be given by publication as a Class 1 Notice under the Wisconsin Statutes in the official City paper. Notice of the time, place and purpose of the public hearing shall also be sent by the City Clerk to the 318 Alderperson of the Aldermanic District or Districts in which the Historic District is located, and the owners of record, as listed in the office of the City Assessor, who are owners of the property within the proposed Historic District or are situated in whole or in part adjacent to the boundaries of the proposed Historic District. Said notice is to be sent at least ten (10) days prior to the date of the public hearing. Following the public hearing, the Commission shall vote to recommend, reject or withhold action on the plan.

b. **The City Council:** The City Council, upon receipt of the recommendations from the Commission shall hold a public hearing, notice

to be given as notice in subsection 15.915(6)(b)2.a., above, and shall following the public hearing either designate or reject the Historic District. Designation of the Historic District shall constitute adoption of the plan prepared for that district and direct the implementation of said plan.

- (7) **Interim Control:** No building permit shall be issued by the Building Inspector for alteration, construction, demolition, or removal of a nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the Commission at which a nomination form is first presented until the final disposition of the nomination by the Commission or the City Council unless such alteration, removal or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare or safety. In no event shall the delay be for more than one hundred eighty (180) days.
- (8) **Penalties for Violations:** Any person or persons violating any provision of this Section shall be fined fifty dollars (\$50) for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Building Inspector.
- (9) **Separability:** If any provision of this Section or the application thereof to any person or circumstances is held invalid, the remainder of this Section and the application of such provisions to other persons or circumstances shall not be affected thereby.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of April 18, 2017.

*M. Lynne Howland*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

VI

5.1

Res. No. 211 - 16 - 17. By Alderperson Wolf. March 6, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and delivery of (40) concrete planters for the downtown business district 8<sup>TH</sup> Street Corridor.

WHEREAS: Included in the 2017 budget is the purchase of new concrete planter containers for the downtown business district to replace the large, round, exposed aggregate units which have met their expected useful life and;

WHEREAS: The new planters will match several existing units that are already in place in a number of alley ways in the downtown district and are of a proprietary design manufactured by Wausau Tile and;

WHEREAS: The City of Sheboygan has received a quote from Wausau Tile for the purchase, including freight and delivery and;

WHEREAS: Following placement of the new units, the existing units will be sold at auction with the proceeds therefrom to be deposited back into the proper account. The Parking and Transit Commission has already gone on record in support of this purchase at their meeting on February 21, 2017

*Lis*

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Wausau Tile Inc. of Wausau WI for the purchase and delivery of (40) new planter units in the amount of \$16,660.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on Account #65094001-641200 (\$10,000) 65095000-641200 (\$5,000) 65095000-530295 (\$1,660) 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

**CITY OF SHEBOYGAN**

**REQUEST FOR COMMON COUNCIL APPROVAL-LIES OVER**

---

**ITEM DESCRIPTION:** Resolution by Ald. Wolf authorizing the purchase of (40) Concrete Sidewalk Planter Containers for the Downtown Business District's 8<sup>th</sup> Street Corridor.

---

**REPORT PREPARED BY:** Bernard Rammer. Purchasing Agent

---

**REPORT DATE:** March 1, 2017

**MEETING DATE:** March 6, 2017

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: See Below  
Budget Summary:  
Budgeted Expenditure: \$ 0.00  
Budgeted Revenue: N/A

---

Wisconsin Statutes: N/A  
Municipal Code: N/A

**BACKGROUND / ANALYSIS:**

This request is for the purchase of (40) new planter containers for the Downtown Business District 8<sup>th</sup> street corridor. These will replace the round units with the exposed aggregate. The chosen units are of a proprietary design from Wausau Tile in Wausau WI and will match previously purchased units currently in place in adjoining areas such as alleyways along the corridor. The Budget accounts to be used are 65094001-641200 (\$10,000) 65095000-641200 (\$5,000) and 65095000-530295 (\$1,660.)



**STAFF COMMENTS:**

This purchase has already been approved by the Parking and Transit Commission at its February 21, 2017 meeting. The units to be replaced will ultimately be sold at auction with the proceeds returned to the proper fund. It is hoped that these units, which have a 6 week lead time, can be received in time for spring of 2017 flower planting.

**ACTION REQUESTED:**

---

Motion to recommend the Common Council approve the Resolution by Ald. Wolf authorizing the purchase of (40) Concrete Planter units in the amount of \$ 16,660.00 from Wausau Tile, Inc. of Wausau WI

**ATTACHMENTS:**

- I. Resolution \_\_\_\_16/17

III

Other Matters

8.1

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. March 20, 2017.

A RESOLUTION authorizing entering into contract with Display Sales to purchase downtown Christmas decorations.

WHEREAS: The wreaths that were previously used along 8<sup>th</sup> Street have reached their usable life and require replacement.

WHEREAS: City staff worked with Display Sales from Bloomington, MN to provide an estimate to replace the wreaths with natural timberline garland with LED bulbs and 12 inch red velvet bows to be placed on the decorative light poles from the Sheboygan River to Michigan Avenue and on light poles in the new City Green Arts space;

WHEREAS, provided the decorations are purchased by April 13, 2017, the City shall receive 2016 pricing.

WHEREAS, City staff worked with the Sheboygan Squared Business Improvement District merchants in choosing the decorations to make sure they coordinate with the current Christmas decorations scheme.

RESOLVED: That City staff is hereby authorized to enter into contract with Display Sales for the downtown Christmas decorations for \$30,781.80 and waive the competitive bidding process.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw orders on Account 215-601100-631100 in payment thereof.

P.W.

\_\_\_\_\_

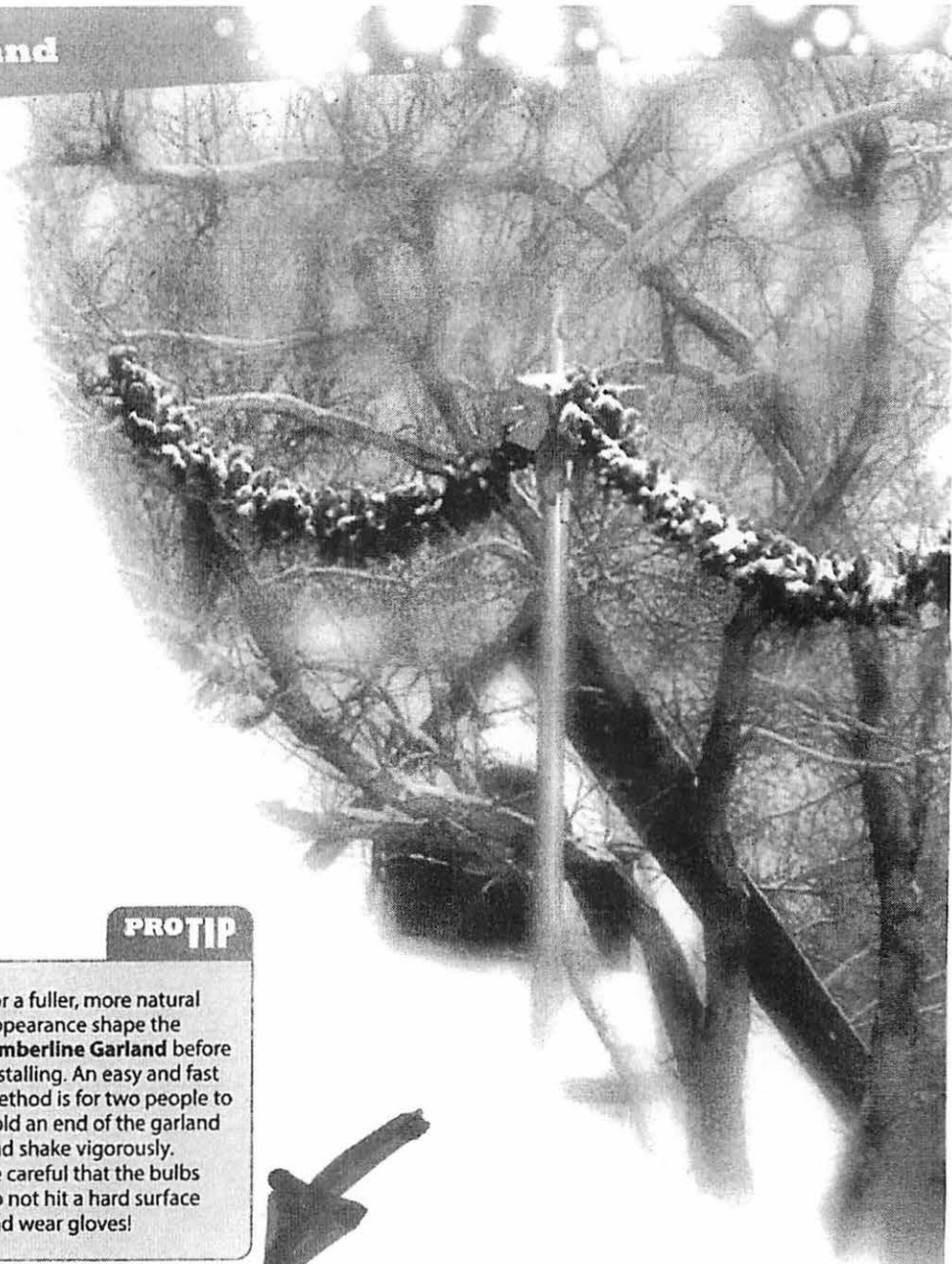
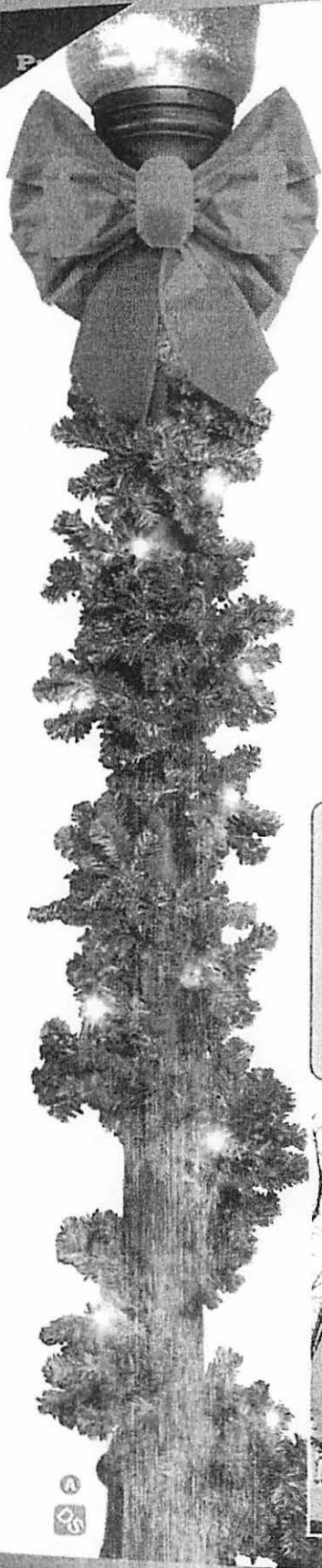
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

III

# Premier We Garland



## PRO TIP


For a fuller, more natural appearance shape the **Timberline Garland** before installing. An easy and fast method is for two people to hold an end of the garland and shake vigorously. Be careful that the bulbs do not hit a hard surface and wear gloves!



## Timberline Garland

- ★ Made with heavy-duty, easy-to-shape steel wire
- ★ Two-toned green color and realistic-looking accents made of colorfast materials
- ★ Sockets every 6" to maximize visibility of the bulbs
- ★ Illuminated with brilliant crystal-cut LED C-7 energy-saving bulbs, also available unlit without bulbs



TIMBERLINE GARLAND	BULBS	WATTS	PRICE
15' long x 12" dia.	Unlit		\$69
 15' long x 12" dia. C-7 LED	30	12	\$117
25' long x 14" dia. C-7 LED	50	20	\$184
25' long x 14" dia.	Unlit		\$109



# QUOTE

## DISPLAYSALES

**Display Sales**  
 10925 Nesbitt Avenue S  
 Bloomington, MN 55437  
 P: 800-328-6195  
 F: 952-885-0099  
 www.displaysales.com

ESTIMATE QO-013722-4  
 DATE 3/14/2017  
 EXPIRATION DATE 4/13/2017  
 CUSTOMER ID 119846

Ship Jason Blasiola  
 To: City of Sheboygan  
 828 Center Ave Ste 208  
 Sheboygan, WI 53081

Bill Jason Blasiola  
 To: City of Sheboygan  
 828 Center Ave Ste 208  
 Sheboygan, WI 53081

PREPARED BY		JOB	PAYMENT TERMS	REQUEST DELIVERY DATE
Lori Lundeen		Jason Blasiola	Net 20	3/10/2017
QUANTITY	DESCRIPTION	UNIT PRICE		AMOUNT
315	15' Natural Timberline Garland with Sunlight LED Bulbs Size : 15' Color : Natural Style : TLineSLED	87.00		27,405.00
630	27" Black Adjustable Banding Strap Size : 27" Color : Black Style : AdjBandStp	0.00		0.00
630	12" Red Velvet Bow Size : 12" Color : Red Style : Velvet	3.66		2,305.80
SUBTOTAL				29,710.80
SHIPPING & HANDLING				1,071.00
SALES TAX				0.00
TOTAL				30,781.80

To accept this quotation, sign here and return.

\_\_\_\_\_  
 Thank you for your business.



# Terms & Conditions

## DISPLAYSALES

### GRAPHIC ART SERVICE:

Display Sales encourages customers to provide vector based artwork so that the process of proofing and printing may proceed quickly without interruption. Otherwise, if artwork is unusable, graphic art services will be billed at \$125 per hour to correct unusable art, redraw non-formatted art, or design and create custom imagery (per customer request). Alterations are \$50 per hour. You will be contacted by one of our Graphic Arts team and provided a proof. Send your artwork to: artwork@displaysales.com

### PRODUCTION TIMEFRAMES:

Normal production time is 15 working days AFTER art proof is approved and down payment is received. Rush requests on approval. 10% over/under on Premium/Promotion product orders is standard.

### TERMS:

- 50% down payment prior to production on custom imprinted products.
- Check, Non-cancellable Purchase Order, or credit card accepted for down payment.
- Balance due net 20 days after final invoice.
- F.O.B. Display Sales ~ shipping & handling charges based on destination and size of order.

### WARRANTIES for DECORATIONS:

- All invoices for products must be paid in full before warranty is in effect
- 5 SEASONS\* - protection on steel frames and pole installation hardware
- 3 SEASONS\* - protection on decoration components: Pine and Metallic garlands, electrical wiring harnesses, sockets, plugs, powder coating and paint on decoration frames. Also included: heavy insulated 12 gauge and 14 gauge electrical wiring, and 16 gauge SureLock™ Wire sets.
- \* One SEASON equals (3) months.

### NOT COVERED BY WARRANTY:

Damage or rusting caused by ice load; air borne road salt and/or other corrosives; bulb breakages/burnout/discoloring/fading; damage from electrical shorts or power surges; miniature light sets; rope light product; damage in transit; inappropriate handling/storage/installation; and products that are installed too low on light poles that lend themselves to vandalism and being hit by trucks. Any acts of Nature. Due to exposure to sunlight, all products are susceptible to some fading.

All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

### WARRANTIES for BANNERS:

- VINYL - 18 oz single ply - Not Prorated - 90 days of continuous use
- VINYL - 13 oz 2 ply construction - Not Prorated - 12 months of continuous use
- WEATHERGUARD - NOT prorated for 4 SEASONS\* or 12 months of continuous use
- BRACKET SYSTEMS - 100% NOT prorated for 4 SEASONS\* - or 12 months of continuous use
- \* One SEASON equals (3) months.

### NOT COVERED BY WARRANTY:

Any banner greater than 30" x 84" in size or any banner not installed using a top and bottom rod pocket.

Failure to install bracket systems and banners according to Display Sales installation instructions or to store banners properly will void this warranty.

All REPAIR and/or REPLACEMENT must be pre-approved by Display Sales customer service representative.

### WARRANTY RESPONSIBILITY:

Customer is responsible for the cost of removal, reinstallation and shipping incurred for merchandise being repaired or replaced. Customer participation is required to troubleshoot product issues, which will provide a timely resolution.

### SHIPPING & FREIGHT RESPONSIBILITY:

All product is shipped via FOB origin Display Sales. Customer takes ownership of the product once it is picked up by the carrier and is responsible for it at that point. UPS, Fed EX, and LTL trucking companies are common carriers.

Customer is responsible for counting the number of boxes delivered and inspecting the boxes for any visible damage. For LTL shipments, customer must sign the delivery receipt as "damaged" or "missing boxes" if this is the case. Display Sales is ineligible to file a freight claim on your behalf if this is not noted on the delivery receipt. Customer will then incur all product replacement costs.

Freight charges after delivery may occur for additional services rendered per customer request. For example, a call ahead of delivery, scheduling a delivery appointment, driver unloading the truck, residential delivery, change of delivery address, delivery inside an office, lift gate, and congestion fee based on limited access to delivery address. Customer agrees to pay all additional charges requested.

### RETURN POLICY:

Returns are accepted within 30 days of purchase providing a proper Return Goods Authorization (RGA) number is first obtained. Please call 1-800-328-6195 to obtain your RGA number. Shipping charges are not refundable on orders that have been shipped. Items must be in their original condition and original packaging. No returns will be accepted nor credit given for items not in their original condition.

Restocking fees up to 25% may apply to items returned

III

Other Matters

8.2

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION authorizing accepting a grant from the Tony Hawk Foundation in the amount of \$5,000 to be used towards the skate park project.

WHEREAS, City Development Staff applied for this grant in January 2017 and were notified that we are being awarded \$5,000 to be used towards our remaining fundraising efforts.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to sign all documents necessary to executing a grant agreement with the Tony Hawk Foundation.

\_\_\_\_\_

*Invoice*

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



TONY HAWK FOUNDATION

*Final*

13 March 2017

City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081  
Attn: Chad Pelishek

Dear Chad,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$5,000 to assist in the **construction** of your public, non-profit skatepark in Sheboygan. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
  - a. The construction and operation of the skatepark, and
  - b. The implementation of any information or advice given to you by the Foundation.
2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within **three (3) years** of the date of this agreement, or if in the Foundation's sole judgment:
  - a. Grant funds or income arising from the grant have been used for purposes other than the construction of the skatepark, as described above; or
  - b. Your organization has failed to comply with any of the terms of the grant.
3. You agree to provide a written progress report (via THF's online questionnaire) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.
4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
5. You agree NOT to expend Tony Hawk Foundation grant funds:
  - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or
  - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)

6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of City of Sheboygan, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.
8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skatepark, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than 90 days from the date of this agreement.

After we've received the signed original of this letter, we'll send you the check. **Please use this address: 1611-A S. Melrose DR #360, Vista, CA 92081.**

Sincerely,



Miki Vuckovich  
Executive Director  
Tony Hawk Foundation

Agreed to and accepted on behalf of City of Sheboygan this \_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_ (signature)

Name:

Title:

The check to be made payable to:

Address and name of the person to whom the check should be mailed: \_\_\_\_\_

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

III

Other Matters

8.3

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Wolf. March 20, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for salaries and benefits in the City Clerk department.

Establish appropriation from contingency for salaries and benefits for replacement of the Council/Licensing Clerk in the City Clerk department.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contingency 10199020-810103	General Fund City Clerk Salaries and Benefits 10113100-51XXXX	\$23,800

*Finance*

\_\_\_\_\_

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

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

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

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.

\_\_\_\_\_  
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

12