

## **\*\*\*ATTACHMENTS\*\*\***

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I

Hearing No.       - 15 - 16      . March 21, 2016.

A Hearing regarding the Community Development Block Grant One Year Annual Action Plan and the proposed funding allocations for 2016-2017 Program Year.

All persons will now be heard.



**Please post as a display ad in the Sheboygan Press on March 16, 2016**

**PUBLIC HEARING  
CITY OF SHEBOYGAN  
COMMUNITY DEVELOPMENT BLOCK GRANT  
ONE YEAR ANNUAL ACTION PLAN**

The City has prepared the 2016-2017 One Year Action Plan for the use of \$796,408 in Community Development Block Grant funds and \$23,000 in program income. A copy of the plan will be available on the City's website, [www.sheboyganwi.gov](http://www.sheboyganwi.gov), by March 31, 2016 for public viewing.

A public hearing will be held on Monday, March 21, 2016 as part of the Common Council meeting in the City of Sheboygan Common Council Chambers, 3<sup>rd</sup> Floor, 828 Center Avenue, regarding the proposed funding allocations for 2016-2017 Program Year.

Citizens may comment in person or in writing to the Department of City Development. Interpretation services are available if requested two (2) days in advance of the hearing date. Call the Dept. of City Development at 459-3377 for additional information.

Persons with disabilities who need accommodations to attend the meeting should contact the Dept. of City Development office, 828 Center Avenue, Suite 104 at 459-3377 as soon as possible.

II

R. O. No.     - 15 - 16.    By CITY CLERK. March 21, 2016.

Submitting various license applications.

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

CARNIVAL LICENSE

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

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2755	Bookworm Gardens	1415 Campus Dr. - one-day events to be Held 4/7/16; 4/14/16; 4/21/16 & 6/17/16 to include the inside of the gardens.
2638	Miesfelds Lakeshore Weekend	South Pier District - three-day event to Be held 7/29/16 to 7/31/16 at the west & East of Triple Play Bldg.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3119	Boeldt, Kelly A.	4005 Lakeshore Rd.
4984	Jentsch, Allan A.	3635 N. 17 <sup>th</sup> St.

*Consent*

VII

R. C. No. \_\_\_\_\_ - 15 - 16. By LAW AND LICENSING. March 21, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 284-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7538	Beeck, Michael K.	2129 N. 20 <sup>th</sup> St.
2105	Bhatta, Hira	1418 Wisconsin Ave.
1275	Erbstoesser, Craig W.	163 South Rd., Kohler
2533	Hietala, Vanessa G.	725 Pine St., Sheb. Falls
*0146	Jones, Christa D R	516 Superior Ave.

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

0842	Lewis, Joshua A.	4411 Primrose Ct., Q106
7801	Ruppel, Holly A.	1030 N. 27 <sup>th</sup> St.
0598	VanderVrede, Robert S.	830 N. Water St., #306
1270	Yurk Janet	1606 Carmen Ave.

Consent

TAXICAB DRIVER LICENSE (December 31, 2016)

No.   Name

Address

\*6363 Brass, Thomas H.

3314 Mill Rd.

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

\*0093 Butler Jr., James D.

1630A S. 8<sup>th</sup> St.

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

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

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

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

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

VII

R. C. No.       - 15 - 16      . By LAW AND LICENSING. March 21, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 296-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following licenses be granted with various caveats:

"CLASS B" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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*3182	The Blue Lite I	1029 N. 8 <sup>th</sup> St.
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**\*grant contingent upon application being corrected and with a warning to include all violations on future applications**

3179	Parker Johns BBQ & Pizza	701 Riverfront Dr.
3183	Sprechers Restaurant & Pub	820 Indiana Ave.

SIDEWALK CAFE LICENSE (April 14, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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1005	Al & Al's Bar & Grill	1502 S. 12 <sup>th</sup> St.
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BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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9078	Christel, Jessica L.	906 Logan Ave.
1472	Dekarske, Craig A.	4459 Idlewild Lane
*8037	Diedrich, Hayley E.	819 N. 8 <sup>th</sup> St., #3

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

1419	Flesch, Stephen J.	N6569 Duley Ct., Fond Du Lac
1288	Hansen, Jayme L.	3022 Michigan Ave.
1681	Krajniak, Melody A.	1332 N. 15 <sup>th</sup> St.
1404	Murray, Jennifer A.	515 S. 15 <sup>th</sup> St.
1409	Schmitz, Joel P.	4001 N. 51 <sup>st</sup> St.
1423	Staggs, Danielle N.	730 Georgia Ave.
8977	Stephens, Kim M.	1326 S. 13 <sup>th</sup> St.
1358	Swanson, Adam D.	3515 N. 10 <sup>th</sup> St., #312
0098	Tagel, Jody M.	1435 Camelot Blvd.

Consent

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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0926	Jaber, Ali M.	3330 S. 11 <sup>th</sup> Pl., #1
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*7451	Miller, Mark S.	1413 N. 7 <sup>th</sup> St.
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**\*grant contingent upon application being corrected and with a warning to include all violations on future applications**

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

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

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

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

VII

R. C. No. \_\_\_\_\_ - 15 - 16. By LAW AND LICENSING. March 21, 2016.

Your Committee to whom was referred R. C. No. 303-15-16 and pursuant to R. O. No. 248-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following license be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.   Name

Address

\*0149 Nyhuis, Codie K.                      2039 N. 12<sup>th</sup> St.

**\*grant contingent upon 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

5.3

R. C. No. 303 - 15 - 16. By LAW AND LICENSING. March 7, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 248-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Beverage Operator's License application #0149 be denied 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.

*re-refer to  
L & L  
3/21/16 - grant license*

*Quinn J. Leonard*

*Riverdale Street*

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. \_\_\_\_\_ - 15 - 16. By PUBLIC WORKS. March 21, 2016.

Your Committee to whom was referred Res. No. 156-15-16 by Alderperson Belanger declaring the second Saturday in May, International Migratory Bird Day; recommends that the Resolution be passed.

*Consent*

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

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

Res. No. 156 - 15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION to declare the second Saturday in May, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.,

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

*Pub. Wks.  
Approve*

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

John Bej

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

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

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

VII

R. C. No. \_\_\_\_\_ - 15 - 16. By STRATEGIC FISCAL PLANNING. March 21, 2016.

Your Committee to whom was referred R. C. No. 217-15-16 by Committee of the Whole requesting review of the City's current committee structures and report back to the Council at their first Council meeting in March of 2016; recommends that the document be placed on file.

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\_\_\_\_\_

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

6.10

R. C. No. 217 - 15 - 16. By WHOLE. November 16, 2015.

Your Committee requests that the Strategic Fiscal Planning Committee review the City's current committee structures and report back to the Council at their first Council meeting in March of 2016.

Strategic  
Fiscal  
file

Thyl D. Ah  
Julie Kath  
B. M. M.  
James A. B.

Jodi Vander Weeb  
Dylan J. Lussard

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.       - 15 - 16      . By PUBLIC WORKS. March 21, 2016.

Your Committee to whom was referred Res. No. 158-15-16 by Alderperson Belanger authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement for the design and construction of the 8<sup>th</sup> Street Sheboygan Bridge project scheduled for 2017 construction; recommends that the Resolution be passed.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

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

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

III

4.9

Res. No. 158 -15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (dated February 17, 2016), I.D. 4996-19-00/71, for the design and construction of the 8<sup>th</sup> Street Sheboygan Bridge project scheduled for 2017 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the 8<sup>th</sup> Street Sheboygan Bridge for the proposed sum of \$3,369,151.00 of which the Federal/State share is \$2,681,302 and of which the City of Sheboygan's share is \$687,849.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

*Pub Wks.  
approve.*

*John Be*

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



**1<sup>ST</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL BRIDGE  
PROJECT**

*This agreement supersedes the agreement signed by the Municipality on November 12, 2014 and signed by DOT on November 18, 2014.*

**Program Name: Local Bridge**

**Sub-program #: 205**

Revised Date: February 17, 2016

Date: JUNE 11, 2014

I.D.: 4996-19-00/71

Road Name: C Sheboygan, 8<sup>th</sup> Street

Bridge ID: B-59-0154

Location: Sheboygan River Bridge B-59-0154

Limits: Riverfront Drive – Indiana Ave.

County: Sheboygan

Project Length: 323 feet

Facility Owner: City of Sheboygan

Project Sponsor: City of Sheboygan

The signatory, City of Sheboygan hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility - Describe and give reason for request:** Structure B-59-0154 is a four lane urban roadway, three span bascule bridge/deck girder over the Sheboygan River. The structure is 283.1 feet long with a clear width of 48 feet. It was constructed in 1995. The sufficiency rating is 70.8 and is considered to be functionally obsolete. The deck geometry has an NBI rating of 2. There is excessive corrosion and damage to the girders, diaphragms, and beams. The concrete diaphragms are spalling with cracks. There are sidewalks on the structure, but the bicycles/pedestrian facilities are not part of the regional system.

**Proposed Improvement - Nature of work:** The proposed improvement will be a recondition of the mechanical portions of this lift bridge. The project will also include repair and paint the steel supports. Including the concrete approaches the total project length is 323 feet. The bridge railing and lighting upgrades will not be addressed. No right of way acquisition is needed to accommodate the improvements. The roadway will be closed during construction and traffic detoured.

**Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality.** Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.



The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging. Design and Real Estate is funded 100% by the Municipality.

This project is currently scheduled in State Fiscal Year 2016 In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
<b>ID 4996-19-00</b>					
State Review	\$17,523	\$0	0%	\$17,523	100%
<b>ID 4996-19-71</b>					
<b>Category 010 - Structure</b>					
Participating Construction	\$3,222,628	\$2,578,102	80%	\$644,526	20%
State Review	\$129,000	\$103,200	80%	\$25,800	20%
<b>Non-Participating Construction</b>	\$0	\$0	0%	\$0	100%
<b>Total Est. Cost Distribution</b>	<b>\$3,369,151</b>	<b>\$2,681,302</b>	<b>N/A</b>	<b>\$687,849</b>	<b>N/A</b>

**Project ID 4996-19-71 has a federal funding cap of \$2,681,302**

This request is subject to the terms and conditions that follow (pages 3 - 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Sheboygan** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
  - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Construction Management Consultant and State Review Services.
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.

- g. Street and bridge width in excess of standards.
  - h. Preliminary Engineering and design.
  - i. Design Management Consultant and State Review Services.
  - j. Real estate for the improvement.
8. For bridge rehabilitation projects, TRANS 213 (2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
- a. The rehabilitation would be cost effective,
  - b. It would extend the life of the bridge by at least ten years, and
  - c. It could correct all deficiencies

Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.**
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway

Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### **LEGAL RELATIONSHIPS:**

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
23. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

24. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:
  - a. ID 4996-19-00: Design is funded with 100% by the Municipality. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Municipality.
  - b. Real Estate is funded 100% by the Municipality. This phase includes real estate acquisition services, Management Consultant Review and State Review. Costs for the real estate acquisition is 100% the responsibility of the Municipality.
  - c. ID 4996-19-71: Construction:
    - i. Costs for approaches and structure construction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d.)
    - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.
  - d. Project Cap: Project ID 4996-19-71 has a federal funding cap of \$2,681,302. This federal funding cap applies to all federally funded project phases.

VIII

R. C. No. - 15 - 16. By PUBLIC WORKS. March 21, 2016.

Your Committee to whom was referred Res. No. 159-15-16 by Alderperson Belanger authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and AECOM in the amount of \$93,786 for engineering consulting services for the S. 8<sup>th</sup> Street Bridge project; recommends that the Resolution be passed.

Consent

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

III

4.10

Res. No. 159 - 15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and AECOM in the amount of \$93,786.00 for engineering consulting services for the S. 8<sup>th</sup> Street Bridge, Wisconsin DOT Project ID 4996-19-00/71. The account number for funding is 47533170-631100.

RESOLVED: That the appropriate City Officials execute a contract between the City of Sheboygan and AECOM in the amount of \$93,786.00 for engineering consulting services for the S. 8<sup>th</sup> Street Bridge, Wisconsin DOT Project ID 4996-19-00/71. The account number for funding is 47533170-631100.

*Pub Wks.  
approved.*

*John Belanger*

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





AECOM Project Number \_\_\_\_\_  
AECOM Project Name City of Sheboygan S. 8<sup>th</sup> St.

## DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this February 19, 2024, is by and between City of Sheboygan, a Municipal Government Agency ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

#### TO CLIENT:

City of Sheboygan  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Attn: Ryan Sazama, P.E., AIA, City Engineer

#### TO AECOM:

1555 N. RiverCenter Drive, Suite 214  
Milwaukee, WI 53212

Attn: William Schilling, P.E., Project Manager

Claims-related notices shall be copied to:  
Chief Counsel, Americas Design and Consulting Services  
515 South Flower Street, Suite 1050  
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

## **5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

5.5 AECOM shall bear no responsibility for the construction work to be performed ("Work"), including without limitation, (i) the construction means, methods, techniques, sequences, or procedures; (ii) the direction of construction personnel; (iii) selection of construction equipment; (iv) the allocation of space

where the Work is being performed ("Project Site"); (v) placing into operation any plant or equipment; or (vi) quality control of the Work. In addition, AECOM shall not be responsible for and shall have no authority to exercise any control over Owner's employees, contractors, consultant and vendors, or their respective officers, directors, employees, representatives, lower-tier subcontractors, agents or invitees ("Construction Team").

5.6 AECOM shall not be responsible for construction observation or for reporting or correcting health or safety conditions or deficiencies relating to the Work or for the conditions at the Project Site. However, so as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does observe potential health or safety issues, AECOM may bring such health and safety issues to the attention of Owner and, where appropriate, may bring such observations to the attention of the Construction Team. In the event that AECOM makes such observations, reports, suggestions or otherwise brings attention to the potential health and safety issue, AECOM shall have no authority to stop the performance of the Work and shall bear no liability or assume any affirmative duty relating to such health and safety issue.

5.7 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Construction Team of its obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Construction Team of its responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.

5.8 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action at Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

## **9. DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

**10. RECORD DRAWINGS** Owner shall direct the Construction Team to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Owner as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Construction Team and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

**11. ELECTRONIC FILES**

11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Owner. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.

11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Owner understands and agrees that the right to use the electronic files provided under this Agreement is specifically limited to the Project and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Owner acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

**12. CERTIFICATION**

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Owner agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

**13. CHANGED SITE CONDITIONS** - The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions materially impact the cost, level of effort or schedule of the Services, an equitable adjustment shall be made to the Services.

**14. MATERIALS AND SAMPLES** - Any items, substances, materials or samples removed from the site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the

Parties in writing. Owner recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

**15. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**16. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

## **17. INSURANCE**

**17.1** AECOM will maintain the following insurance coverages and amounts:

- 17.1.1** Workers Compensation insurance as required by Law;
- 17.1.2** Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3** Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4** Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5** Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

## **18. INDEMNITY**

**18.1** AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

**18.2** If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Contractors are required to provide to Client relating to their work.

**19. CONSEQUENTIAL DAMAGES WAIVER** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES, SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**20. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE

ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## **21. DISPUTES RESOLUTION**

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

21.3 Owner shall make no Claim for professional negligence, either directly or in a third-party claim, against AECOM unless Owner has first provided AECOM with a written certification executed by an independent design professional currently practicing in the same discipline as the Services and licensed in the state in which the Project is located. This certification shall (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care set forth in Article 5; and (iii) states in detail the basis for the certifier's opinion that each such alleged act or omission constitutes a violation of Article 5 of this Agreement.

**22. GOVERNING LAW** This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

## **23. TERMINATION**

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by the non-defaulting Party if the defaulting Party fails substantially to perform its obligations under this Agreement and does not commence correction of such non-performance within 5 business days of receipt of written notice and then diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **24. ASSIGNMENT**

24.1 Neither Party may assign this Agreement without the written consent of the other Party.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialize expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

**25. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The

provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**26. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**27. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certifications), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Survival) shall survive termination of this Agreement.

**28. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**29. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**30. ORDER OF PRECEDENCE**

<b>EXHIBIT C</b>	Change Orders
<b>Consulting Services Agreement</b>	Article 31
<b>Consulting Services Agreement</b>	Articles 1 through 30 and 32
<b>EXHIBIT B</b>	Compensation and Payment
<b>EXHIBIT A</b>	Services
<b>Other contract documents</b>	

**31. SPECIAL TERMS AND CONDITIONS**

--

**32. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.





City of Sheboygan  
February 19, 2016

**AECOM Technical Services, Inc.**

**CLIENT: City of Sheboygan**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

Address  
1555 N. RiverCenter Drive, Suite 214  
Milwaukee, WI 53212  
)

Address  
2026 New Jersey Avenue  
Sheboygan, WI 53081

(End of page)

**EXHIBIT A**  
**SERVICES**Services:

See Attached Exhibit 1, Project Work Plan
---

Schedule:

See Attached Exhibit 1, Project Work Plan

Deliverables:

See Attached Exhibit 1, Project Work Plan

AECOM Project Manager

Name	William Schilling, P.E.
Title	Project Manager
Phone Number	414-418-1964
Email Address	Bill.Schilling@aecom.com

Client Project Manager

Name	Ryan Sazama, P.E., AIA
Title	City Engineer
Phone Number	920-459-3485
Email Address	Ryan.Sazama@sheboyganwi.gov

(End of page)

**EXHIBIT B**

**COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

☐ Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

☐ Time & Material - See Section 2.1 for Hourly Labor Rates

☐ Time and Materials with a Not-to-Exceed ("NTE") amount of (\$). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

☐ Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount

☒ Cost Plus Fixed Fee: [Actual costs up to \$87,499.30 plus a fixe fee of \$6,287.01, not to exceed \$93,786.31 in total.]

☐ Other:

--

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:  
**"INTENTIONALLY OMITTED"**

**2.1 HOURLY LABOR RATE SCHEDULE**

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

**2.2 OTHER HOURLY LABOR RATES** If additional services are authorized during the performance of this Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. DELAY** To the extent not the fault of AECOM, if the Project Schedule is extended or delayed, or if the orderly and continuous progress of the Services is impaired, then an equitable adjustment shall be made to this Agreement.

**6. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

## **7. PAYMENT**

**7.1** If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

**7.2** Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

**7.3** If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

**7.4** To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

**7.5** Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

**7.6** Client shall make payments to AECOM using one of the following methods:

**7.6.1 AECOM LOCKBOX:**

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

**7.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:**

Account Name: AECOM Technical Services, Inc.

Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

**7.6.3 WIRE TRANSFER:**

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

**7.6.4 Questions related to payment can be sent to:**

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at  
[cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)

AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

## EXHIBIT C

### CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated , 20 between \_\_\_\_\_ ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**


**2. Change to Deliverables:**

--

**3. Change in Project Schedule (attach schedule if appropriate):**

--

**4. Change in Consultant's Compensation:**

The Services set forth in this Change Order will be performed on the following basis:

☐ No change to Compensation

☐ Time & Material (See Exhibit B for the Hourly Labor Rate Schedule)

☐ Time and Materials with a Not-to-Exceed amount of (\$ ). The Hourly Labor Rate Schedule is set forth in EXHIBIT B (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

☐ Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

☐ Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of the Change Order is \$

**5. Project Impact:**

--

**6. Other Changes (including terms and conditions):**

--

**7. All other terms and conditions of the Agreement remain unchanged.****8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.****AECOM Technical Services, Inc.**\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Title\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Title\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

[End of Agreement]

**Fee Computation Summary by Engineering Task**  
**C Sheboygan, 8th ST**

**PROJECT TOTAL**

**Fee Computation Summary by Engineering Task**

**Project ID 4996-19-71**

Task	Activity Code	Direct Labor	Overhead	Fixed Fee/Profit	Direct Expenses	Total
Project Management	771	\$1,188.00	\$1,665.10	\$213.98		\$3,067.08
Meetings	747	\$758.56	\$1,063.20	\$138.63	\$3,672.50	\$5,630.89
Agency / Utility Coordination	746	\$809.28	\$1,134.29	\$145.77	\$0.00	\$2,089.34
Reports	748	\$539.52	\$756.19	\$97.18		\$1,392.89
Structure Design	1002	\$27,990.24	\$39,231.12	\$5,041.60		\$72,262.96
Final Roadway Design	742	\$2,023.20	\$2,835.72	\$364.42		\$5,223.34
PS&E	794	\$1,595.76	\$2,236.62	\$287.43		\$4,119.81
<b>TOTAL:</b>		<b>\$34,904.56</b>	<b>\$48,922.24</b>	<b>\$6,287.01</b>	<b>\$3,672.50</b>	<b>\$93,786.31</b>

Home office overhead rate:

140.160%

Fixed fee:

7.50%



**Exhibit 1**  
**PROJECT WORK PLAN**  
**FOR**  
**Project ID 4996-19-00**  
**City of Sheboygan, 8th Street**  
**Sheboygan River Bridge, B-59-0154**  
**Sheboygan County**

**City of Sheboygan Contact: Ryan Sazama, PE**

**AECOM Contact: Bill Schilling, PE**

## Project Description

The project consists of preparing plans and specifications for repainting and repairs on the structural steel along with concrete surface repairs on the South 8th Street Bridge over the Sheboygan River in the City of Sheboygan. In addition, this project includes providing mechanical repair design, plans and specifications for the rehabilitation of the four hydraulic operating cylinders for the bascule leaf including replacement and refurbishing of various elements of them. The work includes designing and preparing plans for modifying the back wall of the bascule abutment to enable the cylinders to be removed from the bridge for transport to a repair shop. Computations performed for design of the cylinder rehabilitation will be based on the loads shown in the bridge's original design plans.

This structure was originally built in 1995 and the original structural steel paint system is in need of some maintenance. Funding for the design of the project is with City funds and will go through the Wisconsin Department of Transportation bid letting process. The surrounding area is primarily commercial with an apartment complex in one of the bridge's quadrants. Construction is anticipated to begin in 2017. During construction, S. 8th Street may be closed to thru vehicular, bicycle and pedestrian traffic. Work on the hydraulic operating system of the bascule leaf will be performed during the latter part of 2017 and early part of 2018 during the non-navigation season.

## Project Improvements

**Structure Improvements** - Address the structural steel corrosion and place a paint overcoat for the super structure, bridge rails, and machine room; address concrete surface repairs on the abutments, piers, and bridge decks; address the concrete cracking on the deck underside; address the spalled concrete curb along the bridge.

**Mechanical Improvement** - Providing mechanical repair design, plans and specifications for the rehabilitation of the four hydraulic operating cylinders for the bascule leaf including replacement and refurbishing of various elements of them. The work includes designing and preparing plans for modifying the back wall of the bascule abutment to enable the cylinders to be removed from the bridge for transport to a repair shop.

**Typical Section Improvements** - The existing paver blocks in the terrace area just beyond the bridge have settled. Remove the paver blocks and replace with stamped concrete.

**Drainage Improvements** - The sidewalk in the NW quadrant is undermining, which is affecting the adjacent wing wall.

## Scope

This project includes professional engineering services including preliminary plans, erosion control plans, agency/utility coordination, permitting, traffic control plans, final plans and specifications as outlined within the Project Work Plan. In addition shop and field inspection at key hold points will be required.

## Project Administration

**Project Manager** – Bill Schilling will be the Project Manager.

**Schedule** - The Project Manager will be responsible for maintaining the project schedule. The project schedule will be updated periodically. All responsible parties must agree upon any significant change in the project schedule.

**General Administration** - General Administration includes the day-to-day coordination of project activity; including creating and responding to all units of government correspondence and special information requests not included in other task areas.

**Financial** - Set up internal project codes and budgets and prepare invoices. Invoices will be prepared not more than monthly.

## **Design Reports**

**Pavement Design Report** – Not included in the scope of work under this contract.

**Structure Survey Report** – Completed by others. Approved on 8/13/2015. Not included in the scope of work under this contract. City will provide AECOM with a PDF copy of the Structure Survey Report.

**Design Study Report** -This report will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

**Request for Exceptions to Standards** - A Request for Exceptions to Standards Report is not anticipated and is not included in the scope of work under this contract.

**Traffic Management Plan** -A Traffic Management Plan, Type 2 will be prepared for this project according to the Wisconsin Department of Transportation, Facilities Development Manual (FDM) procedures.

**Trans 75 Checklist** - Completed by others. Approved on 4/23/2015. Not included in the scope of work under this contract. City will provide AECOM with a PDF copy of the Trans 75 Checklist.

## **Environmental Documentation**

**Environmental Document**- Completed by others. Approved on 8/28/2015. City will provide AECOM with a PDF copy of the approved environmental document.

**Archaeological/Historical Site Investigation** -The project is located on the BEES Screening List for Archaeological only. Historical survey was completed by UWM Cultural Resource Management under a separate contract and approved on 8/4/2015.

**Endangered Species Investigation** - Not included under the scope of this work. If required by DNR, it will be added by contract amendment.

**Hazardous Materials Assessment** – To be conducted by others.

## **Agency Coordination**

**Wisconsin Department of Natural Resources (WDNR)**-The WDNR will be contacted to evaluate associated environmental impacts of this project. A final concurrence will be requested from the WDNR. The project will be coordinated in accordance with the WisDOT/WDNR cooperative agreement.

A water quality certification permit is not anticipated to be needed since no wetlands are anticipated to be impacted.

**State Historical Society (SHPO)** -A Section 106 report, summarizing historical investigations, is included under the scope of this work. The project is located on the BEES Screening List for Archaeological only. Historical survey was completed by UWM Cultural Resource Management under a separate contract and approved on 8/4/2015.

**Fish and Wildlife Service (FWS)** -The FWS will be contacted to evaluate associated environmental impacts. No on-site meetings are anticipated for this project.

U.S. Army Corps of Engineers (COE) -The COE will be contacted to evaluate associated environmental impacts and a COE permit will be requested. A Section 10 Permit will be applied for.

U.S. Coast Guard -The U.S. Coast Guard will be contacted to evaluate associated impacts to the Sheboygan River, which is classified as a navigable waterway. A Section 9 Permit will be applied for.

City of Sheboygan - The City of Sheboygan will be kept informed throughout the progress of this project through progress meetings outlined elsewhere in this scope and with copies of correspondence and reports.

## **Utility Involvement**

Utility Coordination - Utility companies listed with Diggers Hotline to have facilities in the area will be notified of the project and sent preliminary and final plans. No utilities are anticipated to need to be relocated as part of the project.

Trans 220 -Trans 220 does not apply to this project therefore the Trans 220 process will not be followed.

## **Railroad Involvement**

Railroad Coordination -The railroad will be contacted to inform them of the proposed detour route.

## **Public Involvement**

One public meeting was scheduled for this project and was held on 8/24/2015. No additional scope is required.

## **Preliminary and Final Design**

**Note:** The City of Sheboygan will provide AECOM with all preliminary plan electronic files.

**Title Sheet** - A title sheet is included as part of the plans.

**General Notes/ Typical Section** - A sheet with showing the existing bridge typical section along with some general project notes will be included as part of the plans.

**Erosion Control** - Erosion control plans will be developed after approval of preliminary plans. Erosion control plans will be in compliance with the FDM.

**Construction Staging and Traffic Control** – S. 8th Street may be closed to all vehicular and pedestrian traffic during construction. Detour plans will be included as part of the plans and will consist of Indiana Avenue to S. 14th Street (WIS 28) to Pennsylvania Avenue and back to S. 8th Street.

The walkway adjacent to the north abutment will be closed to all pedestrian traffic during construction. Detour plans will be included as part of the plans.

**Plan and Profile** -The horizontal and vertical alignments will not be affect with this project and therefore is not included as part of the plans.

**Beam Guard** - Beam guard is not anticipated and therefore not included as part of the plans.

**Bridge Design** –

**Structural:** The project includes spot cleaning and an entire overcoat of the existing structural steel, spot cleaning and an entire overcoat of the machine room, and concrete surface repairs on the abutments and superstructure. No design work is included for the bridge's lighting or electrical control system.

**Mechanical Improvement:** Providing mechanical repair design, plans and specifications for the rehabilitation of the four hydraulic operating cylinders for the bascule leaf including replacement and refurbishing of various elements of them. The work includes designing and preparing plans for modifying the back wall of the bascule abutment to enable the cylinders to be removed from the bridge for transport to a repair shop.

**Other related items:** Replace missing fender section at dolphins upstream of Pier 1. Replace or repair non-functioning navigation light at upstream end of Pier 2. Replace failed conduit on south side of Pier 2. Replace corroded and failed conduit and corroded drip pan supports in machinery room. Replace limit switch that sticks in "down" position and limit switch in mechanical room that is broken. Repair or replace sump pump.

**Slope Paving/ Rip Rap** - Work between the existing abutments is not anticipated and not included as part of this contract.

**Detour and Traffic Control** – S. 8th Street may be closed to thru vehicular and pedestrian traffic. Traffic control to close S. 8th Street is included as part of this contract and a detour plan will be included as part of the plans. The walkway under the north end of the bridge will be closed as part of this contract and a detour plan will be included as part of the plans.

**Soil Borings** - Soil borings are not included as part of this contract.

**Electronic Files** - Electronic files will be provided per FDM.

**Opinion of Costs**- Opinion of costs will be prepared at the preliminary and final plan stages to give the City of Sheboygan updated costs associated with the project.

## **Right-of-Way Plats and Descriptions**

**Right-of-Way Plats**-Not included under the scope of this work. No new right of way is anticipated and if required will be added by contract amendment.

## **Meetings**

**Operational Planning** – The operational planning meeting was already held as part of the project. Not included in scope.

**Project Progress Meetings** -Two design progress meetings will be conducted with the City of Sheboygan to discuss the progress of the plans: one at the 30% plan phase and one at the 90% plan phase.

## **Management of Subconsultant Services**

**Subconsultant Management** – No subconsultant effort is required.

## **P. S. & E. Documents**

**P. S. & E. Documents** - AECOM will prepare all plans, special provisions, and quantities required by the FDM. These documents include: plan letter, special provisions, utility status report, certificate of right-of-way, recommendation to the governor, news release, contract time and estimate in Transport.

**Project Letting** - The project will be let through the WisDOT. All documents required by WisDOT will be submitted to the Northeast Region Local Program Management Consultant Office for review, and then electronically submitted to central office.

## **Construction**

**Temporary Fix Oversight** – AECOM will review proposed work plan for a temporary fix on the leaking cylinder head. Proposed work plan to be prepared by the City or City's representative. (Price Engineering) AECOM will witness the approved temporary fix. One on site visit is included in the cost.

**Post Design Shop Drawings** – AECOM will review shop drawings for the rehabilitation work to be performed on the four hydraulic operating cylinders.

**Shop Visit** - AECOM will witness the disassembly of the four hydraulic operating cylinders and shop testing of them after rehabilitation and reassembly. Three shop visits for the mechanical engineer is included in the cost. One for witnessing the disassembly of the first cylinder and two for witnessing shop testing of at least two of the rehabilitate cylinders. If any additional shop visits are required, an amendment to the contract will be required.

**Functional Checkout** - AECOM will witness on-site the functional testing and checkout of the reinstalled hydraulic operating cylinders.

## **Project Schedule**

- Notice to Proceed 3/15/2016
- 60% Plans 7/15/2016
- DSR 9/1/2016
- Pre-final PSE 11/1/2016
- Final Plans Completed 12/1/2016
- Final PSE e-submittal 2/1/2017
- LET 5/9/2017
- End of contract – May 1, 2018

VIII

R. C. No.        - 15 - 16. By PUBLIC WORKS. March 21, 2016.

Your Committee to whom was referred Res. No. 157-15-16 by Alderperson Belanger authorizing advertising for bids for the 2016 Concrete Sidewalk Program; recommends that the Resolution be passed.

*Consent*

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

III

4.8

Res. No. 157 - 15 - 16. By Alderperson Belanger. March 7, 2016.

A RESOLUTION authorizing advertising for bids for the 2016 Concrete Sidewalk Program.

RESOLVED: That the Public Works Department is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.15 (3), Wisconsin Stats, for the 2016 Concrete Sidewalk Program 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.

John Berg

*Pub. Works.  
approve.*

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

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

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



**VI**

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

Your Committee to whom was referred R. O. No. 294-15-16 by the City Clerk submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by Proceeding in Rem. 2008, 2009, 2010, 2011 and 2012 Number 42; recommends that the document be accepted and placed on file.

*Consent*

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

Committee

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

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

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

Other Matters

7.3

II

R. O. No. 294 15 - 16. By CITY CLERK. March 7, 2016.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed by Proceeding in Rem. 2008, 2009, 2010, 2011 and 2012 Number 42.

Finance

---

City Clerk

IN THE MATTER OF THE  
FORECLOSURE OF TAX LIENS  
UNDER WIS. STAT. § 75.521  
BY SHEBOYGAN COUNTY,  
LIST OF TAX LIENS FOR  
2008, 2009, 2010, 2011 AND 2012  
NUMBER FORTY-TWO

Case Classification Code: 30405

Case No. 16 GF 002

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY  
BEING FORECLOSED BY PROCEEDING IN REM. 2008, 2009, 2010, 2011 AND 2012  
NUMBER FORTY-TWO

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 2008 through 2012, sales of 2009 through 2013, 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 26, 2016, 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  
16 FEB 29 P 3:08  
SHEBOYGAN COUNTY  
WISCONSIN

**LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED  
BY PROCEEDING *IN REM*. 2008, 2009, 2010, 2011 AND 2012,  
NUMBER FORTY-TWO**

---

**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 on September 14, 2001 at 9:27 a.m. in Volume 1875 of Records, page 413, as Document Number 1610163; and by Warranty Deed, dated February 17, 1984 and recorded on February 20, 1984 at 11:18 a.m. in Volume 953 of Records, page 891 as Document Number 1088818.

**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 on February 20, 1984, at 11:18 a.m. in Volume 953 of Records, pages 892/3 as Document Number 1088819, securing the principal sum of \$37,000.00.

Assignment of Mortgage to National Exchange Bank & Trust, 105 E. Main Street, Glenbeulah, WI 53023, dated November 14, 1994 and recorded on November 28, 1994 at 4:24 p.m. in Volume 1370 of Records, pages 884/5 as Document Number 1416602.

**Judgments/Liens:**

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

Judgment executed against Jeffrey J. Ferguson in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (no case number provided), entered May 12, 2006 and docketed May 12, 2006 at 10:11 a.m. in the principal sum of \$100.00 (no attorney listed).

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).

Special charge by the Town of Greenbush against Jeffrey J Ferguson, W7798 Plank Road, Glenbeulah, WI 53012, for delinquent sewer in the amount of \$220.00.

**Taxes:**

Certificate No.:	31	39	40
Tax Year:	2011	2012	2012
Sale Year:	2012	2013	2013
Principal Sum of Lien:	\$35.80	\$2129.86	\$1083.15
Date Interest and Penalty Computed:	2/1/12	2/1/13	2/1/13

First Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums, dated August 3, 1999 and recorded on August 9, 1999 at 11:58 a.m. in Volume 1687 of Records, pages 729/36 as Document Number 1551233.

Second Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums, dated June 16, 2000 and recorded on June 21, 2000 at 9:45 a.m. in Volume 1743 of Records, page 346/56 as Document Number 1573266.

Third Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums, Addendum No.2, dated March 12, 2002 and recorded on March 15, 2002 at 8:43 a.m. in Volume 1968 of Records, page 875/87 as Document Number 1631179.

Fourth Amendment to Declaration of Condominium for Tallgrass Condominiums dated April 13, 2004 and recorded on April 14, 2004 at 3:16 p.m. as Document Number 1729489.

Fifth Amendment to the Condominium Declarations of Conditions, Covenants, Restrictions and Easements for Tallgrass Condominiums and Tallgrass Condominiums, Addendum No.3, dated December 18, 2009 and recorded on January 15, 2010 at 2:50 p.m. as Document Number 1894746.

Agreement dated November 7, 1974 and recorded on November 19, 1974 at 2:17 p.m. in Volume 738 of Records, pages 139/43 as Document Number 978434.

Utility easement dated September 24, 1998 and recorded on October 13, 1998 at 10:15 a.m. in Volume 1612 of Records, page 398 as Document Number 1520756.

Statutory Reserve Account Statement for Tallgrass Condominium dated March 15, 2006 and recorded on March 17, 2006 at 4:10 p.m. as Document Number 1793697.

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**PARCEL NO. 59281000540**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, as survivorship marital property, by virtue of a Trustee's Deed, dated June 10, 2000, and recorded on June 16, 2000 at 3:09 p.m. in Volume 1742 of Records, page 616 as Document Number 1572965.

**Property Address:**

1503 N. 8th Street, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot Six (6), Block Eight (8) in the City of Sheboygan, according to the recorded plat thereof, excepting the North Eighty (80) feet

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	814
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$918.65

Date Interest and Penalty Computed: 2/1/13

**Other:**

None

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**PARCEL NO. 59281000880**

**Owner(s) of Record:**

Randy R. Stein, by virtue of a Special Warranty Deed dated May 30, 2012 and recorded on 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).

**Taxes:**

Certificate No.:	815
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$2013.26
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**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 on 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, 807 Center Avenue, Sheboygan, WI 53081, dated October 30, 2001 and recorded on

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.:	917	822
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$2435.53	\$2759.97
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281002320**

**Owner(s) of Record:**

Paul Ehler and Jesse Butzen, by virtue of a Sheriff's Deed dated January 10, 2007 and recorded on January 31, 2007 at 2:54 p.m. as Document Number 1818504.

**Property Address:**

1811 N. 3rd Street, Sheboygan, WI 53081

**Legal Description:**

Lot Number Nine (9) in Block Number Six (6) of Assessment Subdivision Five (5) in the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Paul D. Ehler and Jesse J. Butzen, each with an undivided interest as tenants in common, to Johnson Bank, 701 N. 8th Street, Sheboygan, WI 53081-4504, dated January 30, 2007 and recorded on February 9, 2007 at 1:03 p.m. as Document Number 1819188, securing the principal sum of \$28,000.00.

**Judgments/Liens:**

Child support lien against Paul D. Ehler, DOB October, 31, 1969, filed May 6, 2012 as Docket Number 394835 in the amount of \$1,967.47, Sheboygan County.

Judgment executed against Paul Ehler and Kristi Ehler, in favor of Bullard Children's Dentistry LLC, 1020 S. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Number 11SC2054, entered September 12, 2011 and docketed September 16, 2011 at 1:52 p.m. in the amount of \$431.09 (Attorney Andrew H. Morgan, Esq.).

Judgment executed against Kristi Lyn Ehler, in favor of Darrow & Dietrich, (no address provided), Sheboygan County Circuit Court Number 11FA553, entered February 10, 2012 and docketed February 14, 2012 at 11:25 a.m. in amount of \$3,501.00 (no attorney listed).

Judgment executed against Kristi Lyn Ehler and Paul David Ehler, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered February 11, 2013 and docketed February 11, 2013 at 4:43 p.m. in amount of \$1,582.92 (no attorney listed).



Judgment executed against Kristi Lyn Ehler and Paul David Ehler, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered May 6, 2013 and docketed May 6, 2013 at 1:33 p.m. in amount of \$851.09 (no attorney listed).

Judgment executed against Paul David Ehler, in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered January 23, 2014 and docketed January 23, 2014 at 4:14 p.m. in amount of \$596.00 (no attorney listed).

Judgment executed against Kristi Lyn Ehler in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered June 26, 2014 and docketed June 26, 2014 at 4:12 p.m. in amount of \$84.12 (no attorney listed).

Judgment executed against Paul David Ehler in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Number 11FA553, entered June 26, 2014 and docketed June 26, 2014 at 4:13 p.m. in amount of \$641.81 (no attorney listed).

**Taxes:**

Certificate No.:	823
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1664.64
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281002840**

**Owner(s) of Record:**

Antonio M. Aguilar, a single person, by virtue of a Warranty Deed dated May 23, 2002 and recorded on May 24, 2002 at 2:56 p.m. in Volume 1994 of Records, page 212 as Document Number 1637734.

**Property Address:**

1617 N. 8th Street, Sheboygan, WI 53081

**Legal Description:**

Lot Twenty-Eight (28), Block Five (5), Assessment Subdivision Number Nine (9) in the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Antonio Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 11CT432, entered November 5, 2012 and docketed November 5, 2012 at 8:40 a.m. in the principal sum of \$117.10 (no attorney listed).

Judgment executed against Antonio Aguilar in favor of Wisconsin Department of Children and Families, Public Assistance Collection Unit, P.O. Box 8938, Madison, WI 53708-8938, Sheboygan County Circuit Court Case Number 12OL2, Warrant Number 6252, entered January 20, 2012 and docketed January 20, 2012 at 3:29 p.m. in the principal sum of \$11,411.06 (no attorney listed).

Judgment executed against Antonio Aguilar in favor of Anesthesiology Associates, P.O. Box 465, Brookfield, WI 53008, Sheboygan County Circuit Court Case Number 13SC3030, entered November 25, 2013 and docketed December 6, 2013 at 2:22 p.m. in the principal sum of \$1,421.50 (Attorney Maria Nicole Lewis).

Judgment executed against Antonio M. Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 10CM1051, entered November 22, 2011 and docketed November 22, 2011 at 10:43 a.m. in the principal sum of \$1,257.31 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of Michelle E. Hamilton (State of Wisconsin), 636 Giddings Avenue, Sheboygan Falls, Wisconsin 53085, Sheboygan County Circuit Court Case Number 06CM302, entered May 12, 2008 and docketed May 12, 2008 at 1:44 in the principal sum of \$339.00 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan Wisconsin 53081-4692, Sheboygan County Circuit Court Case Number 06CM198, entered November 22, 2011 and docketed November 22, 2011 at 10:43 a.m. in the principal sum of \$798.60 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of the State of Wisconsin, 615 N. 6th Street, Sheboygan Wisconsin 53081-4692, Sheboygan County Circuit Court Case Number 06CM198, entered November 22, 2011 and docketed November 22, 2011 at 10:43 a.m. in the principal sum of \$1,141.40 (no attorney listed).

Judgment executed against Angela S. Leighty in favor of the Sheboygan County (no address listed), Sheboygan County Circuit Court Case Number (no number listed) entered December 15, 2006 and docketed December 18, 2006 at 1:51 p.m. in the principal \$575.00 (no attorney listed).

Judgment executed against Antonio M. Aguilar in favor of the Sheboygan County (no address listed), Sheboygan County Circuit Court Case Number (no number listed) entered December 18, 2006 and docketed December 18, 2006 at 1:53 p.m. in the principal sum of \$575.00 (no attorney listed).

Special assessment by the City of Sheboygan against Antonio Aguilar, 1617 N 8th Street, Sheboygan, WI 53081, for sidewalks in the amount of \$691.20.

**Taxes:**

Certificate No.:	828
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1309.64
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281013710**

**Owner(s) of Record:**

Joanne M. Nelis, a single person, by virtue of a Warranty Deed, dated December 17, 2007 and recorded on December 20, 2007 at 8:57 a.m. as Document Number 1842161.

**Property Address:**

427 Geele Avenue, Sheboygan, WI 53083

**Legal Description:**

The West 2 feet of Lot 6, all of Lot 7, and the East 22 feet of Lot 8, Block 2, Vollrath's Resubdivision of Blocks 1 & 2 of Vollrath's Resubdivision of Blocks 6, 7 & 8 of Vollrath's Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	951	847
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$645.17	\$2790.88
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

Twelve foot building setback along the East lot line as set forth in Volume 5 of Plats, pages 28/9.

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**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 on July 14, 1967 at 2:53 in Volume 515 of Records, page 370/1 as Document Number 893021.

**Property Address:**

508 Niagara Avenue, Sheboygan, Wisconsin 53081

**Legal Description:**

The East One-Half (E ½) of Lot Number Eleven (11), in 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 on July 5, 2002 at 2:55 p.m. as Document Number 1641560, securing the principal sum of \$60,120.77.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	882
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1062.49
Date Interest and Penalty Computed:	2/1/13

**Other:**  
None

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**PARCEL NO. 59281109840**

**Owner(s) of Record:**

Winning Investments, LLC by virtue of a Warranty Deed dated April 9, 2005 and recorded on 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 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 on April 25, 2005 at 1:22 as Document Number 1763366, securing the principal sum of \$131,000.00; Lis Pendens related thereto, Sheboygan County Circuit Court Case Number 12CV580, dated July 3, 2012 and recorded on July 5, 2012 at 4:18 as Document Number 1947913 (Attorney Robert G. Pyzyk).

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1012	1013	908	909
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	\$3802.10	\$322.67	\$3665.68	\$322.67
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

**Other:**

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

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

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**PARCEL NO. 59281111840**

**Owner(s) of Record:**

Tim F. Felsinger, a single person, by virtue of a Quit Claim Deed dated May 21, 2013 and recorded on May 30, 2013 at 2:08 p.m. as Document Number 1969280, and by a Warranty Deed dated July 25, 1996 and recorded on August 5, 1996 at 8:45 a.m. in Volume 1459 of Records, page 328 as Document Number 1457043.

**Property Address:**

418 Center Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Ninety-Nine (99), Ellis Addition, City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Tim F. Felsinger and Saundi C. Felsinger, husband and wife, as survivorship marital property to Kohler Credit Union, 850 Woodlake Road, Kohler WI 53044, dated September 22, 2009 and recorded on October 1, 2009 at 2:33 p.m. as Document Number 1888183, securing the principal sum of \$60,800.00; Notice of Lis Pendens related thereto dated June 30, 2015 and recorded on July 2, 2015 at 3:14 p.m. as Document Number 2005528.

Mortgage executed by Tim F. Felsinger and Saundi C. Felsinger, husband and wife, as survivorship marital property to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044, dated September 22, 2009 and recorded on October 1, 2009 at 2:33 p.m. as Document Number 1888186, securing the principal sum of \$11,400.00.

**Judgments/Liens:**

Judgment executed against Tim F. Felsinger in favor of Springleaf Financial Services, 3110 S. Business Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC746, entered November 12, 2015 and docketed November 12, 2015 at 1:34 p.m. in the principal sum of \$3,135.72 (Attorney Roger L. Deffner).

**Taxes:**

Certificate No.:	1022	920
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$854.19	\$1540.26
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281201380**

**Owner(s) of Record:**

Tou Lee and Cha Mee Yang, husband and wife, as survivorship marital property by virtue of a Warranty Deed dated September 30, 2002 and recorded on November 12, 2002 at 9:37 a.m. as Document Number 1658065, and subsequently corrected by Trustee's Deed dated February 4, 2003 and recorded on March 21, 2003 at 3:16 p.m. as Document Number 1677402.

**Property Address:**

Parking Lot located on the corner of Michigan Avenue & N. 13th Street, Sheboygan, WI 53081

**Legal Description:**

The South 100 feet of Lot 12 and that part of the South 100 feet of Lot 11 lying Easterly of a line drawn parallel with and 33 feet Northeasterly at right angles from the center line of the main track of the Chicago and Northwestern Railway Company, all in Block 49, according to the recorded Original Plat of the City of Sheboygan

**Mortgages:**

Mortgage executed by Tou Lee and Manasty V. Lee f/k/a Cha Mee Yang, husband and wife to Johnson Bank, 701 N. 8th Street, Sheboygan, WI 53081, dated July 28, 2008 and recorded on August 4, 2008 at 2:21 p.m. as Document Number 1858256, securing the principal sum of \$225,000.00 and including other lands; Lis Pendens related thereto dated July 8, 2013 and recorded on July 9, 2013 at 11:58 a.m. as Document Number 1971931.

**Judgments/Liens:**

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.

Judgment executed against Tou Lee and Cha Mee Yang in favor of Thompson Sheet Metal and 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.

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

Judgment executed against Lou 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).

**Taxes:**

Certificate No.:	1057	1209	1210	1172	1173
Tax Year:	2008	2009	2009	2010	2010
Sale Year:	2009	2010	2010	2011	2011
Principal Sum of Lien:	\$627.91	\$621.75	\$1020.12	\$627.35	\$957.51
Date Interest and Penalty Computed:	2/1/09	2/1/10	2/1/10	2/1/11	2/1/11

**Taxes:**

Certificate No.:	1038	936
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$618.35	\$596.21
Date Interest and Penalty Computed:	21/12	2/1/13

**Other:**

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

Groundwater Use Restrictions dated June 5, 2000 and recorded on June 5, 2000 at 2:15 p.m. in Volume 1740 of Records, page 509 as Document Number 1572149.

Amendment to Joint Driveway Agreement dated March 27, 1998 and recorded on March 31, 1998 at 9:46 a.m. in Volume 1564 of Records, page 31 as Document Number 1501093.

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**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 on 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 on 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, Wisconsin 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 on April 28, 2003 at 12:04 p.m. as Document Number 1682944, securing the principal sum of \$69,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	945
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$759.36
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281203560**

**Owner(s) of Record:**

Joseph W. Kelly and Yoki K. Kelly, husband and wife, as marital survivorship property, by virtue of a Quit Claim Deed, dated September 22, 2009, and recorded on November 2, 2009 at 3:51 p.m. as Document Number 1890009 and by virtue of a Guardian's Deed dated March 15, 2007 and recorded on March 21, 2007 at 3:05 p.m. as Document Number 1822313.

**Property Address:**

1127 Michigan Avenue, Sheboygan, Wisconsin 53081

**Legal Description:**

The West 32 Feet of Lot 5, Block 60, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin



**Mortgages:**

Mortgage executed by Joseph W. Kelly and Yoki K. Kelly, husband and wife, to M&I Marshall & Ilsley Bank, P.O. Box 478, Milwaukee, WI 53201-0478, dated March 13, 2007 and recorded on March 21, 2007 at 3:05 p.m. as Document Number 1822314, securing the principal sum of \$47,750.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1057	1058	956	957
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	\$1363.13	\$77.10	\$1314.26	\$425.24
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

**Other:**

Rental weatherization stipulation dated May 1, 2006 and recorded on May 1, 2006 at 3:55 p.m. as Document Number 1797098.

US Bankruptcy Court, Middle District of Florida, Chapter 13 Bankruptcy filed, Case #9:11-bk-01062-FMD, Yoki Kohashi Kelly, Debtor (still in progress).

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**PARCEL NO. 59281204280****Owner(s) of Record:**

Shane A. Brion and Adrienne Boutillier, husband and wife, as survivorship marital property by virtue of a Guardian's Deed dated December 16, 2005 and recorded on December 28, 2005 at 4:25 p.m. as Document Number 1786590.

**Property Address:**

1118 N. 11th Street, Sheboygan, WI 53081

**Legal Description:**

The South 52 feet of Lots 1 and 2, also the South 68.5 feet of Lot 3, Block 79 of the Original Plat of the City of Sheboygan

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Adrienne Boutillier 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 J. Rostollan).

Judgment executed against Shane A. Brion in favor of Ameristar Financial Co. LLC, P.O. Box 240016, Milwaukee, WI 53224, Sheboygan County Circuit Court Case Number 05CV620, entered March 10, 2006 and docketed March 10, 2006 at 12:10 p.m. in the principal sum of \$7,997.11 (Attorney Matthew J. Richburg).

Judgment executed against Shane Brion and Adrienne Brion in favor of KJH, 1205 Superior Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC1103, entered June 4, 2013 and docketed June 11, 2013 at 2:31 p.m. in the principal sum of \$377.98 (Attorney Andrew H. Morgan).

**Taxes:**

Certificate No.:	1070	966
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$517.44	\$781.67
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281205050****Owner(s) of Record:**

Stacy Luedke, by virtue of a Special Warranty Deed dated April 18, 2008 and recorded on 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 on January 14, 2009 at 2:19 as Document Number 1867719, securing the principal sum of \$63,000.00; amendment and restatement dated March 5, 2009 and recorded on May 13, 2009 at 1:50 as Document Number 1877621; assignment of rents dated March 5, 2009 and recorded on May 13, 2009 at 1:50 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.:	971
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1480.68
Date Interest and Penalty Computed:	2/1/13

**Other:**

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

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**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 on 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.:	1083	984
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$568.46	\$879.30
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**  
None

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**PARCEL NO. 59281212070**

**Owner(s) of Record:**

TSE Investments, LLC, by virtue of a Sheriffs Deed dated October 2, 2013 and recorded on November 8, 2013 at 4:04 p.m. as Document Number 1978763.

**Property Address:**

2706 Fairway Drive, Sheboygan, WI 53081

**Legal Description:**

Part of Lots Twelve (12) and Thirteen (13) in Block Two (2), according to the recorded plat of Schuchardt's Subdivision in the City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southeast corner of Lot 12; thence North 95.5 feet; thence West 132 feet to the West line of Lot 13; thence South 91.7 feet to the Southwest corner of Lot 13; thence East to the point of beginning.

**ALSO:**

That part of vacated Fairway Drive adjacent to Lots 12 and 13 per Resolution recorded in Volume 1685, page 399 as Document Number 1550246.

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	996
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$3542.19
Date Interest and Penalty Computed:	2/1/13

**Other:**

Restriction as shown on Warranty Deed dated May31, 1966 and recorded on June 1, 1966 at 9:53 a.m. in Volume 482 of Records, page 475/6 as Document Number 881675.

Five foot utility easement along the West lot line of Lot 13 as set forth in Volume 9 of Plats, page 39.

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**PARCEL NO. 59281301540**

**Owner(s) of Record:**

Brian B. Long, by virtue of a Quit Claim Deed dated February 17, 2012 and recorded on April 5, 2012 at 2:09 p.m. as Document Number 1942440; and by virtue of a Land Contract executed by H.O.P.E. Through Divine Intervention, Inc., a Georgia Corporation (vendor) and Brian B. Long (vendee) dated June 15, 2012 and recorded on June 15, 2012 at 2:53 p.m. as Document Number 1946794.

**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 in favor of State of Wisconsin, 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 in favor of State of Wisconsin, (Wal-Mart, Attn: Kyle Reiss, 4433 Vanguard Drive, 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).

Judgment executed against Brian B. Long in favor of State of Wisconsin, 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 in favor of State of Wisconsin, 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 B. Long in favor of State of Wisconsin, 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 in favor of State of Wisconsin (United Building Centers, Attn: David Brading, 6710 S. Business Drive, 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 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 12, 2006 and docketed July 12, 2006 at 9:36 a.m. in the principal sum of \$162.50 (no attorney listed).

Judgment executed against Brian B. Long in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 02FO2269, 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 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 (Judgment for the Replevin of a 2003 Pont Grand Am) (Attorney Basil J. Buchko, Jr.).

Judgment executed against Brian B. Long 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 in favor of Dept. of Workforce Development, (no address listed) Sheboygan County Circuit Court Case Number 09UC52 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 Long in favor of Sheboygan County (in re the support of Kierra Maleeya Long Cheadle), (no address listed), 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).

**Taxes:**

Certificate No.:	1023
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$867.54
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281302300**

**Owner(s) of Record:**

Joseph P. Champeau, by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded on 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, recorded on 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 on 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 on 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.:	1027
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1668.50
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281302920**

**Owner(s) of Record:**

John R. Schwarz Jr. and Scott M. Matula, by virtue of a Quit Claim Deed dated September 29, 2008 and recorded on November 19, 2008 at 2:57 p.m. as Document Number 1864830; and by virtue of a Warranty Deed dated April 29, 2005 and recorded on May 10, 2005 at 4:20 p.m. as Document Number 1764941.

**Property Address:**

715 Alabama Avenue, Sheboygan, WI 53081

**Legal Description:**

The East 50 feet of Lot Three (3), Block Two-Hundred Eighty-Eight (288), Original Plat City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Scott M. Matula and John R. Schwarz Jr. to Community Bank & Trust, 604 N. 8th Street, Sheboygan, WI 53081, dated November 4, 2008 and recorded on November 19, 2008 at 2:57 p.m. as Document Number 1864831, securing the principal sum of \$87,504.62.

Mortgage executed by Edward J. Osmanski, a married person, and John R. Schwarz Jr. and Scott M. Matula to Community Bank & Trust, 604 N. 8th Street, Sheboygan, WI 53081, dated April 29, 2005 and recorded on May 10, 2005 at 9:14 a.m. as Document Number 1764835, securing the principal sum of \$72,000.00.

Mortgage executed by Michelle M. Mueller and Bonnie L. Klabecek (previous owners) to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated January 28, 1997 and recorded on February 6, 1997 at 1:00 p.m. in Volume 1488 of Records, page 899/900, as Document Number 1469981 securing the principal sum of \$13,000.00.

**Judgments/Liens:**

Judgment executed against John Schwarz and South Pier Management LLC in favor of Associated Bank, 401 E. Kilbourn Avenue, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 11CV344, entered September 16, 2011 and docketed September 16, 2011 at 11:00 a.m. in the principal sum of \$325,170.95 (Attorney Matthew Robert Jelenchick and Attorney Andrew H. Morgan, Esq.).

Judgment executed against Scott Matula in favor of Erik Jensen, 2538 N. 7th Street, Sheboygan, WI 53083 and Patrick Cadman, 32 Selma Street, Plymouth, WI 53073, Sheboygan County Circuit Court Case Number 15SC453, entered June 10, 2015 and docketed June 10, 2015 at 5:00 p.m. in the principal sum of \$9,592.00 (no attorney listed).

**Taxes:**

Certificate No.:	1030
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$2025.90
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281305080**

**Owner(s) of Record:**

Michael D. Myers, a single person, by virtue of a Quit Claim Deed dated August 24, 1999 and recorded on September 7, 1999 at 2:57 p.m. in Volume 1693 of Records, page 85 as Document Number 1553414; and by Warranty Deed dated September 14, 1989 and recorded on September 15, 1989 at 3:01 p.m. in Volume 1120 of Records, page 356 as Document Number 1191019.

**Property Address:**

1026 Swift Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot 14, in Block 7, in Assessment Subdivision No. 16 in the City and County of Sheboygan, Wisconsin, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Michael D. Myers and Cynthia Myers in favor of The Sheboygan Clinic, P.O. Box 584, Sheboygan, WI, 53082-0584, Sheboygan County Circuit Court Case Number 96SC2176, entered June 24, 1996 and docketed September 9, 2008 at 5:06 p.m. in the principal sum of \$1,626.17 (Attorney Angela W. Sutkiewicz).

**Taxes:**

Certificate No.:	1143	1144	1043	1044
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	\$2130.07	\$384.58	\$2053.68	\$418.04
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

**Other:**

None



**PARCEL NO. 59281306630**

**Owner(s) of Record:**

Siboney A. Monge, Trustee to the Clara 1026 Trust, by virtue of a Sheriff's Deed, dated June 12, 2015 and recorded on February 3, 2016 at 10:00 a.m. as Document Number 2015923.

**Property Address:**

1026 Clara Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot 18 in Block 4 of Assessment Subdivision 17, in the City of Sheboygan, Sheboygan County, Wisconsin according to the recorded plat thereof

**Tax Key Number:**

59281306630

**Mortgages:**

None of Record

**Judgments/Liens:**

Claim for Attorney's Lien against (property) in favor of Gray & Associates, LLP (Malibu Reconveyance, LLC) 16345 West Glendale Drive, New Berlin, WI 53151, dated February 4, 2016 and recorded February 5, 2016 at 9:06 a.m. as Document Number 2016000, in the principal sum of \$2,800.89.

**Taxes:**

Certificate No.:	1056
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1326.30
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281306660**

**Owner(s) of Record:**

Jason Allar, by virtue of a Quit Claim Deed dated March 12, 2014 and recorded on July 17, 2014 at 12:27 p.m. as Document Number 1989004.

**Property Address:**

1014 Clara Avenue, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot 21, Block 4 of Assessment Subdivision No. 17, in the City of Sheboygan, County of Sheboygan, State of Wisconsin

**Mortgages:**

Mortgage executed by Jason Allar to Jeff Konig dated July 11, 2014 and recorded on January 15, 2015 at 9:03 a.m. as Document Number 1997399, in the principal sum of \$13,250.00

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1158	1057
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1666.46	\$1606.69
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281307850****Owner(s) of Record:**

Yang M. Kue and Su Kue, by virtue of a Quit Claim Deed, dated October 28, 2015 and recorded on February 12, 2016 at 1:36 p.m. as Document Number 2016290.

**Property Address:**

2831 S. 10th Street, Sheboygan, WI 53081

**Legal Description:**

Lot 26, Block 1, Assessment Subdivision Number 20 and the N ½ of the vacated alley located along the South side of Lot 26, of the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Chue Kue and Pheng V. Kue, husband and wife to First Financial Bank, F.S.B. (no address provided), dated December 20, 1994 and recorded on January 13, 1995 at 11:04 a.m. in Volume 1376 of Records, page 758/60 as Document Number 1419740, securing the principal sum of \$5,000.00.

Mortgage executed by Chue and Pheng V. Kue to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated November 30, 1995 and recorded on December 6, 1995 at 12:57 p.m. in Volume 1420 of Records, page 573/4 as Document Number 1439921, securing the principal sum of \$16,000.00.

**Judgments/Liens:**

Judgment executed against Ya Yang in favor of LVNV Funding LLC, 15 S. Main Street, Greenville, SC 29601, Sheboygan County Circuit Court Case Number 14SC904, entered May 12, 2014 and docketed May 27, 2014 at 12:38 p.m. in the principal sum of \$2,084.49 (Attorney Paul H. Thielhelm).

Judgment executed against Chue Chong Kue in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ133, entered December 7, 2011 and docketed August 14, 2012 at 1:20 p.m. in the principal sum of \$114.00 (no attorney listed).

Judgment executed against Chue Chong Kue in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ135, entered August 3, 2011 and docketed August 14, 2012 at 1:22 p.m. in the principal sum of \$396.00 (no attorney listed).

Judgment executed against Chue Chong Kue in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12TJ134, entered December 7, 2011 and docketed August 14, 2012 at 1:21 p.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against Yang Kue in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan County Circuit Court Case Number 90FO1204, entered November 12, 2008 and docketed November 12, 2008 at 11:01 a.m. in the principal sum of \$96.00 (no attorney listed).

**Taxes:**

Certificate No.:	1166	1167	1065	1066
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	\$2518.01	\$250.85	2422.36	\$700.42
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

**Other:**

Ordinance vacating alley recorded on July 16, 1998 at 2:22 p.m. in Volume 1591 of Records, page 587 as Document Number 1512224.

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**PARCEL NO. 59281312090**

**Owner(s) of Record:**

Yvonne S. Den Boer by virtue of a Quit Claim Deed dated January 6, 2000 and recorded on August 17, 2000 at 10:44 a.m. in Volume 1754 of Records page 67, as Document Number 1577317.

**Property Address:**

2525 S. 8th Street, Sheboygan, WI 53081

**Legal Description:**

All of Lot Thirty-six (36) and Thirty-seven (37), except the North Ten (10) feet of said Lot Thirty-seven (37), Block Fifteen (15), Lake View Park Subdivision, City of Sheboygan

**Mortgages:**

Mortgage executed by Yvonne S. Ritchie, unmarried, to U.S. Bank, National Association N.D., 4325 17th Avenue S.W., Fargo, ND 58103, dated April 3, 2007 and recorded on April 27, 2007 at 1:16 p.m. as Document Number 1825268, securing the principal sum of \$85,050.00.

Mortgage executed by Yvonne S. Ritchie, unmarried, to U.S. Bank, National Association N.D., 4325 17th Avenue S.W., Fargo, ND 58103, dated April 3, 2007 and recorded on April 27, 2007 at 1:16 p.m. as Document Number 1825267, securing the principal sum of \$7,647.97

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1179	1080
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1189.92	\$2170.18
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

**PARCEL NO. 59281312430**

**Owner(s) of Record:**

Leo Maki by virtue of Quit Claim Deed, dated December 2, 1999 and recorded on December 9, 1999 at 12:56 p.m. in Volume 1710 of Records, page 282 as Document Number 1560423; and by Warranty Deed, dated March 24, 1983 and recorded on March 25, 1983 at 12:29 p.m. in Volume 931 of Records, page 982 as Document Number 1085792.

**Property Address:**

2918 S. 7th Street, Sheboygan, Wisconsin 53081

**Legal Description:**

Lake View Park Subdivision, Lot Six (6) and the North Twenty (20) feet of Lot Seven (7), Block Seventeen (17) and the East one-half of vacated North-South alley adjacent to the aforescribed, City of Sheboygan, Wisconsin

**Mortgages:**

Mortgage executed by Leo Maki to M&I Marshall & Ilsley Bank, PO Box 237, Appleton, WI 54912, dated June 4, 2008 and recorded on June 24, 2008 at 12:29 p.m. as Document Number 1855796, securing the principal sum of \$75,000.00.

**Judgments/Liens:**

Judgment executed against Leo R. Maki in favor of Sheboygan Orthopaedic Associates, 2920 Superior Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13SC959, entered April 15, 2013 and docketed April 19, 2013 at 2:17 p.m. in the principal sum of \$976.63 (Attorney Andrew H. Morgan).

**Taxes:**

Certificate No.:	1083
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1732.86
Date Interest and Penalty Computed:	2/1/13

**Other:**

Ordinance Vacating Alley dated September 20, 1971 and recorded on October 6, 1971 at 11:23 a.m. in Volume 647 on Page 309/311 as Document Number 939839.

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**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 on 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, PO Box 3487, Oshkosh, WI 54903-3487 in the amount of \$9,917.52, dated February 6, 1996 and recorded on February 22, 1996 at 2:26 in Volume 1430 of Records, pages 987/8, as Document Number 1444514.

**Judgments/Liens:**

Notice of Federal Tax Lien executed against Sharon Leonhard and Timothy M. Leonhard in favor of Department of the Treasury - Internal Revenue Service (no address provided) dated May 30, 2008 and recorded 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 in favor of Department of the Treasury - Internal Revenue Service (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.:	1185	1088
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$496.99	\$1221.67
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281314190****Owner(s) of Record:**

Harlen Voechting by virtue of a Quit Claim Deed dated December 28, 1990 and recorded on January 2, 1991 at 3:25 p.m. in Volume 1158 of Records, page 653, as Document Number 1212785; and by Termination of Decedent's Property Interest recorded on December 12, 2002 at 3:55 p.m. as Document Number 1662887; and by Termination of Decedent's Property Interest recorded on December 12, 2002 at 3:55 p.m. as Document Number 1662886.

Land Contract executed by Harlen Voechting, Vendor, and Robert A. Voechting and Kristie L. Voechting, Purchaser, dated December 9, 2002 and recorded on December 12, 2002 at 3:55 p.m. as Document Number 1662888.

**Property Address:**

926 Oakland Avenue, Sheboygan, WI 53081

**Legal Description:**

The East 52.5 feet of the West 112.5 feet of Lots 8 and 9, Block 1, of the Northern Subdivision to the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Harlen Voechting, Robert A. & Kristie L. Voechting to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated June 6, 2006 and recorded on July 19, 2006 at 9:49 a.m. as Document Number 1803602, securing the principal sum of \$24,579.00.

Mortgage executed by Harlen Voechting, Robert A. & Kristie L. Voechting to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated June 6, 2006 and

recorded on July 19, 2006 at 9:49 a.m. as Document Number 1803603, securing the principal sum of \$10,000.00.

**Judgments/Liens:**

Judgment executed against Robert A. Voechting in favor of ABC Supply Co. Inc., PO Box 44665, Madison, WI 53744, Sheboygan County Circuit Court Case Number 07SC2962, entered September 10, 2007 and docketed September 21, 2007 at 4:23 p.m. in the principal sum of \$3,804.69 (Attorney Steven L. Stolper).

Judgment executed against Robert A. Voechting and Christy Voechting in favor of Bitter Neumann, 827 N. 14th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 08SC2857, entered September 15, 2008 and docketed September 18, 2008 at 4:40 p.m. in the principal sum of \$293.19 (Attorney Daniel J. Rostollan).

Judgment executed against Kristie Voechting in favor of Cottonwood Financial Wisconsin LLC, 1901 Gateway Drive #200, Irving, TX 75038, Sheboygan County Circuit Court Case Number 11SC1166, June 6, 2011 and docketed June 10, 2011 at 11:04 a.m. in the principal sum of \$903.39 (Attorney Adam R. Finkel).

Judgment executed against Kristie L. Voechting in favor of Guaranty Bank, 272 N. 12th Street, Milwaukee, WI 53233, Sheboygan County Circuit Court Case Number 14SC1776, August 25, 2014 and docketed September 26, 2014 at 11:01 a.m. in the principal sum of \$1,361.53 (Attorney Nicholas A. Smith).

Judgment executed against Robert Voechting in favor of PLS Financial Solutions of Wisconsin Inc., PD084, 1694 S. Koeller Street, Oshkosh, WI 54902, Sheboygan County Circuit Court Case Number 15SC2607, entered January 4, 2016 and docketed January 13, 2016 at 11:08 a.m. in the principal sum of \$734.14 (no attorney listed).

**Taxes:**

Certificate No.:	1186	1090
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1408.13	\$1625.85
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281318950**

**Owner(s) of Record:**

Gina L. Miller by virtue of a Special Warranty Deed dated January 24, 2007 and recorded on 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:**

Special assessment by the City of Sheboygan against Gina Miller, 1511 S 8th Street, Sheboygan, WI 53081, for laterals in the amount of \$3,690.00.

**Taxes:**

Certificate No.:	1204
Tax Year:	2011
Sale Year:	2012
Principal Sum of Lien:	\$374.25
Date Interest and Penalty Computed:	2/1/12

**Other:**

None

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**PARCEL NO. 59281400390****Owner(s) of Record:**

Michael Wield and Judy Mason n/k/a Judith Wield, husband and wife, by virtue of a Warranty Deed dated July 19, 1995 and recorded on July 25, 1995 at 9:49 a.m. as Document Number 1430810.

**Property Address:**

1110 High Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot 27, Block 1, Assessment Subdivision No. 18 in the City of Sheboygan, County of Sheboygan, Wisconsin, according to the recorded plat thereof, together with driveway rights as set forth in an agreement recorded on November 10, 1947, in the Office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume X of Contracts, on page 417/418

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against Michael J. Wield in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number (none listed), entered May 3, 2007 and docketed May 3, 2007 at 4:12 p.m. in the principal sum of \$175.00 (no attorney listed).

Judgment executed Michael J. Wield in favor of St. Nicholas Hospital, 1601 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12SC1981, entered August 20, 2012 and docketed August 27, 2012 at 2:23 p.m. in the principal sum of \$683.21 (Attorney Kirsten Fagerland Pezewski).

Judgment executed against Michael J. Wield, Jr. in favor of Hudson & Keyse LLC, 382 Blackbrook Road, Painesville, OH 44077, Sheboygan County Circuit Court Case Number 08CV293, entered May 21, 2008 and docketed May 21, 2008 at 5:00 p.m. in the principal sum of \$9,877.69 (Attorney Julie Ann Rausch).

Judgment executed against Michael J. Wield in favor of St. Nicholas Hospital, 2923 Marketplace Drive, Suite 100, Madison, WI 53719, Sheboygan County Circuit Court Case Number 14SC2519, entered June 10, 2015 and docketed June 26, 2015 at 11:50 a.m. in the principal sum of \$1,124.44 (Attorney David M. Mcdorman).

Judgment executed against Michael Wield and Judy Wield in favor of Louis Coulis MD SC, 1414 N. Taylor Drive, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15SC1323 entered June 29, 2015 and docketed July 1, 2015 at 8:58 a.m. in the principal sum of \$1,517.79 (Attorney Andrew H. Morgan).

**Taxes:**

Certificate No.:	1403	1404	1378	1379
Tax Year:	2009	2009	2010	2010
Sale Year:	2010	2010	2011	2011
Principal Sum of Lien:	\$1843.63	\$219.41	\$1852.92	\$265.39
Date Interest and Penalty Computed:	2/1/10	2/1/10	2/1/11	2/1/11

Certificate No.:	1221	1222	1118	1119
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	\$1822.56	\$249.13	\$1751.88	\$221.37
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

**Other:**

Agreement for Driveway dated November 8, 1947 and recorded on November 10, 1947 at 9:45 a.m. in Volume X of Contracts, page 417/18, as Document Number 497527.

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**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 on 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

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, at Page 514 as Document Number 357537, recorded on 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).



**Taxes:**

Certificate No.: 1127  
Tax Year: 2012  
Sale Year: 2013  
Principal Sum of Lien: \$610.11  
Date Interest and Penalty Computed: 2/1/13

**Other:**

None

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**PARCEL NO. 59281403190****Owner(s) of Record:**

William Lex, by virtue of a Warranty Deed dated June 30, 1993 and recorded on July 21, 1993 at 1:41 p.m. in Volume 1288 of records, page 93/4 as Document Number 1377816.

**Property Address:**

1501 S. 13th Street, Sheboygan, WI 53081

**Legal Description:**

Lot Number Six (6), Block Number Six (6), Assessment Subdivision Number Nineteen (19), in the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against William E. Lex in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 06FO205, entered December 11, 2007 and docketed December 11, 2007 at 8:47 a.m. in the principal sum of \$216.75 (no attorney listed).

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan WI 53081, Sheboygan County Circuit Court Case Number 15TJ59, entered November 5, 2014 and docketed March 11, 2015 at 11:57 a.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against William E. Lex in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 15TJ60 entered November 5, 2014 and docketed March 11, 2015 at 11:55 a.m. in the principal sum of \$691.00 (no attorney listed).

Special assessment by the City of Sheboygan against William Lex, 1501 S 13th Street, Sheboygan, WI 53081, for laterals in the amount of \$432.00.

**Taxes:**

Certificate No.:	1247	1146	1147
Tax Year:	2011	2012	2012
Sale Year:	2012	2013	2013
Principal Sum of Lien:	\$70.20	\$1304.89	\$467.22
Date Interest and Penalty Computed:	2/1/12	2/1/13	2/1/13

**Other:**

Rental Unit Energy Efficiency Standards Stipulation recorded on July 21, 1993 at 1:41 p.m. with Warranty Deed in Volume 1288 of Records, pages 93/4 as Document Number 1377816.

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**PARCEL NO. 59281405042****Owner(s) of Record:**

Tracy Lyn Roe, by virtue of a Quit Claim Deed dated May 18, 1995 and recorded on May 31, 1995 at 10:46 a.m. in Volume 1391 of Records, page 967 as Document Number 1426973.

**Property Address:**

Vacant Land on Tivoli Lane, Sheboygan, WI 53081

**Legal Description:**

Lot 2, Beefers Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof; formerly known as:

Part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Three (3), Township Fourteen (14) N, Range Twenty-Three (23) E, described as follows: Commencing at the South Quarter (S ¼) corner of said Section Three (3); thence North Eighty-Nine (89) degrees Forty-Five (45) minutes West Six-Hundred Eighty-Nine (689.00) feet to the intersection of the West line of Idlewild Lane with the center line of County Trunk Highway "EE"; thence North Zero (00) degrees Seven (07) minutes Fifty (50) seconds East Eleven-Hundred Thirty-Four and Fifty-Nine Hundredths (1,134.59) feet; thence North Eighty-Nine (89) degrees Forty-Two (42) minutes Twenty-Five (25) seconds West One-Hundred Seventeen and Thirty-Three Hundredths (117.33) feet, being the true point of beginning of the property hereinafter described; thence North Zero (00) degrees Seven (07) minutes Fifty (50) seconds East One-Hundred Ninety-Two (192) feet to the North line of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼); thence West along said North line One-Hundred Seventeen and Thirty-Four hundredths (117.34) feet; thence South Zero (00) degrees Seven (07) minutes Fifty (50) seconds West One-Hundred Ninety-Two (192) feet; thence East One-Hundred Seventeen and Thirty-Four hundredths (117.34) feet to the point of beginning.

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1156
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$38.96
Date Interest and Penalty Computed:	2/1/13

**Other:**

Easement for Underground Electric Line Facilities and Communication Line Facilities to Wisconsin Power and Light Company, a Wisconsin Corporation, Ameritech and Marcus Cablevision, recorded on November 7, 1996 at 9:20 a.m. in Volume 1475 of Records, page 476/7 as Document Number 1464204.

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**PARCEL NO. 59281415450**

**Owner(s) of Record:**

Kathryn J. McCabe, by virtue of a Transfer on Death to Beneficiary dated March 16, 2011 and recorded on March 30, 2011 at 9:26 a.m. as Document Number 1922058.

**Property Address:**

1807 Elm Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Number Eighteen (18) in Block Four (4) in Gram's Subdivision Number Two (2), City of Sheboygan, County of Sheboygan, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1180
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1443.29
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281418210**

**Owner(s) of Record:**

Ronald Brunette and Adeline Brunette, husband and wife and as joint tenants, by virtue of a Warranty Deed dated July 24, 1970 and recorded on July 28, 1970 at 3:06 in Volume 608 of Records, page 447/8 as Document Number 926593.

**Property Address:**

1925 S. 26th Street, Sheboygan, WI 53081

**Legal Description:**

Unit One (1) in Madison Heights Condominium, being condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Madison Heights Condominium" dated the May 13, 2005, and recorded on May 20, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document Number 1765841 and by a Condominium Plat thereof;

Together with all appurtenant rights, title and interests, including (without limitation):

- a) the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- b) the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and

c) membership in the Madison Heights Condominium Owner's Association, (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

**Mortgages:**

Mortgage executed by Adeline Brunette, a single person, to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044 dated January 25, 2007 and recorded on June 4, 2007 at 4:13 as Document Number 1828195, securing the principal sum of \$48,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1185
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1369.92
Date Interest and Penalty Computed:	2/1/13

**Other:**

Declaration of Madison Heights Condominium, dated May 13, 2005, and recorded on May 20, 2005 at 9:04 a.m. as Document Number 1765841.

Tree planting easement contiguous to all street frontages and 5' utility easement along the East lot line as set forth in Volume 12 of Plats of Madison Heights Subdivision No.5, page 2.

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**PARCEL NO. 59281420942**

**Owner(s) of Record:**

Wayne P. Adema, by virtue of a Special Warranty Deed dated May 18, 2012 and recorded on June 29, 2012 at 4:18 p.m. as Document Number 1947580.

**Property Address:**

1403 Greenfield Avenue, Sheboygan, WI 53081

**Legal Description:**

Unit 2 in the CLG Condominium, created by a "Declaration of Condominium" recorded on February 11, 2003 in the office of the Register of Deeds for Sheboygan County, Wisconsin, as Document Number 1671804, and any amendments and/or corrections thereto, and by its condominium plat and any amendments and/or corrections thereto. Said land being in the City of Sheboygan, County of Sheboygan, Wisconsin

**Mortgages:**

Mortgage executed by Wayne P. Adema, a single person, to National Exchange Bank and Trust, 211 N. Wisconsin Drive, Howards Grove, WI, 53083, dated June 4, 2012 and recorded on June 26, 2012 at 2:33 p.m. as Document Number 1947282, securing the principal sum of \$51,177.00; Lis Pendens related thereto dated March 12, 2015 and recorded on March 17, 2015 at 11:27 a.m. as Document Number 1999979.

Mortgage executed by Wayne P. Adema, a single person, to National Exchange Bank and Trust, 211 N. Wisconsin Drive, Howards Grove, WI, 53083, dated May 16, 2013 and recorded on May 23, 2013 at 1:41 p.m. as Document Number 1968913, securing the principal sum of \$37,600.00; Lis Pendens related

thereto dated March 12, 2015 and recorded on March 17, 2015 at 11:27 a.m. as Document Number 1999979.

Mortgage executed by Wayne P. Adema, to National Exchange Bank and Trust, 211 N. Wisconsin Drive, Howards Grove, WI, 53083, dated January 8, 2014 and recorded on January 15, 2014 at 2:31 p.m. as Document Number 1981465, securing the principal sum of \$10,000.00; Lis Pendens related thereto dated March 12, 2015 and recorded on March 17, 2015 at 11:27 a.m. as Document Number 1999979.

**Judgments/Liens:**

Judgment executed against Wayne Adema in favor of National Exchange Bank & Trust, 130 S. Main Street, Fond du Lac, WI 54935, Sheboygan County Circuit Court Case Number 14SC2674, entered December 1, 2014 and docketed December 3, 2014 at 1:41 p.m. in the principal sum of \$6,437.89 (no attorney listed).

Judgment executed against Wayne P. Adema and Laura A. Dell in favor of Atty. William W. Moir III, (no address listed), Sheboygan County Circuit Court Case Number 07FA131, entered April 17, 2014 and docketed April 22, 2014 at 4:19 p.m. in the principal sum of \$7,641.73 (Attorney William W. Moir III).

Judgment executed against Wayne P. Adema and Laura A. Dell in favor of Cordell Law LLP, 111 E. Kilbourn Avenue, Suite 1650, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 07FA131, entered June 11, 2014 and docketed June 12, 2014 at 10:41 a.m. in the principal sum of \$6,211.02 (no attorney listed).

Judgment executed against Wayne P. Adema and Laura A. Dell in favor of Ivanovic Law Offices, 322 E. Michigan Avenue, Suite 300, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 07FA131, entered July 14, 2015 and docketed July 14, 2015 at 8:00 a.m. in the principal sum of \$4,655.50 (no attorney listed).

**Taxes:**

Certificate No.:	1189
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1109.42
Date Interest and Penalty Computed:	2/1/13

**Other:**

Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for CLC Condominium, recorded on February 11, 2003 at 10:15 a.m. as Document Number 1671804.

Five foot utility easement along the South lot line; and 8' tree planting easement contiguous to all street frontages as set forth in Volume 11 of Plats of Parkwood Estates, page 18.

Five foot utility easement along the South lot line as set forth in Volume 13 of Plats of CLG Condominium, page 482.

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**PARCEL NO. 59281424580**

**Owner(s) of Record:**

James T. Rindt and Colleen C. Rindt, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated August 11, 1999 and recorded on August 18, 1999 at 9:31 a.m. in Volume 1689 of Records, page 499 as Document Number 1552002.

**Property Address:**

1260 Carmen Avenue, Sheboygan, WI 53081

**Legal Description:**

The West 20 feet of Lot Eight (8) and the East 50 feet of Lot Nine (9), Block One (1), Skyhaven Estates, City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by James T. Rindt and Colleen C. Rindt, husband and wife, to Associated Bank, P.O. Box 208, Stevens Point, WI 54481-0226, dated December 8, 2003 and recorded on December 18, 2003 at 1:07 p.m. as Document Number 1718838, securing the principal sum of \$35,000.00.

**Judgments/Liens:**

Judgment executed against James Rindt in favor of Midland Funding LLC, 8875 Aero Drive, Suite 200, San Diego, CA 92123, Sheboygan County Circuit Court Case Number 13SC2239, entered September 9, 2013 and docketed September 16, 2013 at 12:05 p.m. in the principal sum of \$1,288.50 (Attorney Maria Nicole Lewis).

Judgment executed against James T. Rindt in favor of Household Finance Corporation III, 841 Seahawk Circle, Virginia Beach, VA, 23452, Sheboygan County Circuit Court Case Number 09SC2289, entered August 17, 2009 and docketed August 26, 2009 at 12:19 p.m. in the principal sum of \$4,340.13 (Attorney Matthew James Richburg).

Judgment executed against Colleen C. Rindt in favor of Asset Acceptance LLC, 28405 Vandyke Avenue, Warren, MI 48093, Sheboygan County Circuit Court Case Number 11SC836, entered May 2, 2011 and docketed May 6, 2011 at 11:43 a.m. in the principal sum of \$2,029.90 (Attorney Adam R. Finkel).

Judgment executed against Colleen C. Rindt in favor of Asset Acceptance LLC, 26555 Evergreen, Suite 1010, Southfield, MI 48076, Sheboygan County Circuit Court Case Number 11SC1869, entered August 29, 2011 and docketed September 6, 2011 at 3:29 p.m. in the principal sum of \$8,306.89 (Attorney James P. Riebe).

Judgment executed against Colleen Rindt in favor of Midland Funding LLC, 8875 Aero Drive, Suite 200, San Diego, CA, 92123, Sheboygan County Circuit Court Case Number 10SC389, entered March 8, 2010 and docketed March 11, 2010 at 1:01 p.m. in the principal sum of \$4,198.78 (Attorney Joel Tilleson).

Judgment executed against Colleen C. Rindt in favor of Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53215, Sheboygan County Circuit Court Case Number 09SC2998, entered October 26, 2009 and docketed November 9, 2009 at 2:03 p.m. in the principal sum of \$1,300.63 (Attorney Kirsten Fagerland Pezewski).

**Taxes:**

Certificate No.:	1294	1194
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$3623.53	\$3720.52
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

Eight foot tree planting easement contiguous to all street frontages and 5' utility easement along the North lot line as recorded in Volume 11 of Plats, page 23.

**PARCEL NO. 59281426110**

**Owner(s) of Record:**

Mark A. Fitchett, a single person, by virtue of a Warranty Deed dated November 20, 2008 and recorded on January 23, 2009 at 9:15 a.m. in as Document Number 1868342.

**Property Address:**

2321 S. 16th Street, Sheboygan, WI 53081

**Legal Description:**

Lot 9 in Block 11 of South Sheboygan to the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Mark A. Fitchett to James T. Schneller Jr. dated September 14, 2012 and recorded on September 20, 2012 at 3:01 as Document Number 1952922, securing the principal sum of \$30,630.00; Lis Pendens related thereto dated May 4, 2015 and recorded on May 6, 2015 at 3:46 as Document Number 2002481.

**Judgments/Liens:**

Child support lien against Mark A. Fitchett, DOB May 25, 1952, filed February 9, 2014 as Docket Number 460286 in the amount of \$19,320.00, Iowa County.

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 15TW6, Warrant Number 59-11961722, type of tax - income, entered August 28, 2014 and docketed January 14, 2015 at 8:42 in the principal sum of \$2,896.90 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 15TW5, Warrant Number 59-11975553, type of tax - income, entered October 30, 2013 and docketed January 14, 2015 at 8:42 in the principal sum of \$2,626.07 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW90, Warrant Number 59-11961497, type of tax - income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of \$3,552.46 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW91, Warrant Number 59-11961499, type of tax - income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of \$2,982.80 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW86, Warrant Number 59-11958415, type of tax - income, entered November 21, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of \$2,462.72 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW87, Warrant Number 59-11961500, type of tax - income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of \$2,689.59 (no attorney listed).

State Tax Lien executed against Mark A. Fitchett in favor of Dept. of Revenue, (no address provided), Sheboygan County Circuit Court Case Number 13TW88, Warrant Number 59-11961498, type of tax -

income, entered January 6, 2012 and docketed June 3, 2013 at 9:11 in the principal sum of \$3,262.19 (no attorney listed).

**Taxes:**

Certificate No.:	1197
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$2574.36
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281428240**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, by virtue of a Trustee's Deed dated March 19, 1999, and recorded on March 24, 1999 at 11:04 a.m. in Volume 1656 of Records, page 609 as Document Number 1538431.

**Property Address:**

2329 S. 15th Street, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot 14, Block 10, Wedemeyer's Division of the City of Sheboygan

**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 on June 26, 2003 at 12:59 p.m. as Document Number 1693059, securing the principal sum of \$95,000.00.

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property to Wells Fargo Bank Wisconsin, National Association, 636 Wisconsin Avenue, Sheboygan, WI 53081, dated February 12, 2003 and recorded on March 6, 2003 at 11:27 a.m. as Document Number 1675245, securing the principal sum of \$136,075.60.

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property to M&I Lakeview Bank, P.O. Box 878, Sheboygan, WI 53082, dated March 19, 1999 and recorded on March 24, 1999 at 11:04 a.m. in Volume 1656 of Records, page 610 as Document Number 1538432, securing the principal sum of \$79,200.00; said mortgage was re-recorded on July 6, 1999 at 2:25 in Volume 1680 of Records, page 404 as Document Number 1548121. Note: Re-recorded mortgage was released as Document Number 1692185 but original mortgage has not been released.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1204
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1480.96



Date Interest and Penalty Computed: 2/1/13

**Other:**

None

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**PARCEL NO. 59281437640**

**Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, husband and wife, as survivorship marital property, by virtue of a Warranty Deed dated December 2, 1997, and recorded on December 5, 1997 at 3:27 p.m. in Volume 1541 of Records, page 783 as Document Number 1492089.

**Property Address:**

2241 Sunflower Avenue, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot Fourteen (14), Block Seven (7), Parkwood Estates West II in 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 on June 12, 2003 at 11:33 a.m. as Document Number 1690747, securing the principal sum of \$95,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1221
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1691.37
Date Interest and Penalty Computed:	2/1/13

**Other:**

Eight foot tree planting easement contiguous to all street frontages and 6' utility easement along the South lot line as recorded in Volume 12 of Plats, pages 181/2.

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**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 on 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, Wisconsin 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 on June 16, 2003 at 8:41 a.m. as Document Number 1691092, securing the principal sum of \$70,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1228
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$710.61
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1230
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$790.26
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281501430****Owner(s) of Record:**

Alina N. Morado, by virtue of a Special Warranty Deed dated January 13, 2012 and recorded on 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).

**Taxes:**

Certificate No.:	1233
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1359.74
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**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 on 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 on 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, Menominee 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.:	1346	1237
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1600.69	\$1951.59
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**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 on 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 on 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 to Mortgage First LLC 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).

**Taxes:**

Certificate No.:	1368	1256
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1000.12	\$2229.76
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

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

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**PARCEL NO. 59281508190****Owner(s) of Record:**

Kathryn Eichstaedt, by virtue of a Warranty Deed dated May 30, 1996 and recorded on May 31, 1996 at 9:25 a.m. in Volume 1448 of Records, page 112 as Document Number 1451894.

**Property Address:**

1227 S. 15th Street, Sheboygan, WI 53081

**Legal Description:**

The South Seventy-Five (75) feet of the West Twenty-Eight (28) feet of Lot Eight (8) and the South Seventy-Five (75) feet of Lot Seven (7), Block Two-Hundred Seventy-Four (274) of the Original Plat of the City of Sheboygan

**Mortgages:**

Mortgage executed by Kathryn Eichstaedt, a/k/a Kathryn J. Eichstaedt, and Marvin E. Eichstaedt to Community Bank, 655 S. Taylor Drive, Sheboygan, WI 53081, dated December 17, 1997 and recorded on December 22, 1997 at 8:10 a.m. in Volume 1544 of Records, page 294 as Document Number 1493170, securing the principal sum of \$80,500.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1281
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$865.69
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281508280****Owner(s) of Record:**

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

**Property Address:**

1511 Kentucky Avenue, Sheboygan, WI 53081

**Legal Description:**

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

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1397	1283
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1174.37	\$1128.95
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**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 on 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, Wisconsin 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 on June 9, 2003 at 1:10 p.m. as Document Number 1690004, securing the principal sum of \$60,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1295
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$811.67
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281511520****Owner(s) of Record:**

Duane D. Baker and Mary Jane Baker, husband and wife, by virtue of a Warranty Deed dated August 29, 1986 and recorded on September 2, 1986 at 8:26 a.m. in Volume 1023 of Records, page 673, as Document Number 1137372.

**Property Address:**

1241 S. 21st Street, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot Twenty-Four (24) in Block One (1), Koerner Land Co. Subdivision of the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Duane D. Baker and Mary Jane Baker, husband and wife to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated August 30, 2006 and recorded on September 12, 2006 at 12:33 p.m. as Document Number 1808124, securing the principal sum of \$51,007.74.

**Judgments/Liens:**

Judgment executed against Duane Baker in favor of HSBC Bank Nevada NA, (Capital One NA), 1111 Town Center Drive, Las Vegas, NV 89128, Sheboygan County Circuit Court Case Number 10CV1329, entered September 23, 2011 and docketed September 23, 2011 at 10:38 a.m. in the principal sum of \$16,807.00 (Attorney Shane Gale).

Judgment executed against Duane D. Baker in favor of Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 10CV1206, entered

November 10, 2010 and docketed November 10, 2010 at 2:11 p.m. in the principal sum of \$18,499.42 (Attorney Shawn Brock).

Judgment executed against Duane D. Baker in favor of Capital One Bank, 140 E. Shore Drive, 12017-0380, Glen Allen, VA 23059, Sheboygan County Circuit Court Case Number 13SC2059, entered August 12, 2013 and docketed August 19, 2013 at 2:43 p.m. in the principal sum of \$2,666.90 (Attorney Joseph Robert Johnson).

**Taxes:**

Certificate No.:	1418	1305
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1014.34	\$2391.43
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

Five foot utility easement along the East lot line as set forth in Volume 5 of Plats, page 64.

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**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 on 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.:	1306
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$3064.87
Date Interest and Penalty Computed:	2/1/13

**Other:**

Groundwater use restriction dated May 5, 2000 and recorded on 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 on June 21, 1955 at 10:06 a.m. in Volume 5 of Contracts, page 152/3 as Document Number 640500.

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**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 on 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, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

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

Judgment executed against Jose Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 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 Department of Workforce Development (no address listed), Sheboygan County Circuit Court Case Number 12UC171, Warrant Number 201213126, Unemployment Compensation, entered October 9, 2012 and docketed October 9, 2012 at 11:57 a.m. in the principal sum of \$317.64 (no attorney listed).

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

Judgment executed against Jose J. Herrera in favor of Sheboygan County Clerk of Circuit Court, 615 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.:	1435	1314
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1602.03	\$1915.77
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281608020**

**Owner(s) of Record:**

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

**Property Address:**

1831 Martin Avenue, Sheboygan, WI 53083

**Legal Description:**

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

**Mortgages:**

None of Record

**Judgments/Liens:**

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

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

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

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

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

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

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

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P.O. Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Number 09TW302, Warrant Number 59-11929168, type of tax - income, entered September 12, 2008 and docketed September 14, 2009 at 6:35 p.m. in the principal sum of \$2,855.16 (no attorney listed).

State Tax Warrant executed against Todd L. Drews in favor of State of Wisconsin, Department of Revenue, P.O. Box 8901, Madison, WI 53708, Sheboygan County Circuit Court Number 10TW67, Warrant Number 59-11931286, type of tax - income, entered September 11, 2009 and docketed February 23, 2010 at 8:28 in the principal sum of \$2,692.67 (no attorney listed).

Judgment executed against Todd L. Drews in favor of Sheboygan County, 508 New York Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14GF6, entered August 26, 2014 and docketed August 26, 2014 at 3:00 p.m. in the principal sum of \$4,933.72 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW2, Warrant Number 59-11985532, type of tax - income, entered July 17, 2012 and docketed January 2, 2015 at 8:37 in the principal sum of \$3,120.37 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW218, Warrant Number 59-11965714, type of tax - income, entered September 17, 2013 and docketed December 3, 2015 at 7:48 in the principal sum of \$2,854.44 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW219, Warrant Number 59-11957874, type of tax - income, entered September 5, 2013 and docketed December 3, 2015 at 7:50 in the principal sum of \$3,127.63 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW220, Warrant Number 59-12062330, type of tax - income, entered July 16, 2015 and docketed December 3, 2015 at 7:50 in the principal sum of \$2,224.66 (no attorney listed).

State Tax Lien executed against Todd L. Drews in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 15TW217, Warrant Number 59-12161170, type of tax - income, entered October 20, 2011 and docketed December 3, 2015 at 7:48 in the principal sum of \$1,817.46 (no attorney listed).

**Taxes:**

Certificate No.:	1466	1340
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1723.78	\$1656.78
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**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 on 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, Sheboygan County Clerk of Circuit Court, 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, Kue Vang, 1114 Erie Avenue, 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 Portfolio Recovery Associates, P.O. Box 12914, Norfolk, VA 23541, Sheboygan County Circuit Court Case Number 14SC1582, entered August 4, 2014 and docketed August 29, 2014 at 11:00 a.m. in the principal sum of \$2,055.81 (Attorney James P. Riebe).

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).

**Taxes:**

Certificate No.:	1476	1350
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$128.23	\$123.64
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

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

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**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 on 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 on October 16, 2012 at 3:49 p.m. as Document Number 1954671; Assignment of Land Contract dated December 3, 2012 and recorded on 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 of 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 09SC874 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.: 1352  
Tax Year: 2012  
Sale Year: 2013  
Principal Sum of Lien: \$1090.75  
Date Interest and Penalty Computed: 2/1/13

**Other:**

None

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**PARCEL NO. 59281611020****Owner(s) of Record:**

Laura L. Loiselle, by virtue of a Warranty Deed dated February 23, 2010 and recorded on 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.: 1354  
Tax Year: 2012  
Sale Year: 2013  
Principal Sum of Lien: \$1630.33  
Date Interest and Penalty Computed: 2/1/13

**Other:**

None

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**PARCEL NO. 59281612640****Owner(s) of Record:**

R. Michael Graumann and Barbara E. Graumann, husband and wife by Virtue of a Trustee's Deed dated December 3, 1997 and recorded on December 4, 1997 at 3:46 p.m. in Volume 1541, page 456 as Document Number 1491936.

**Property Address:**

2612 Saemann Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Twenty (20), Block Four (4), Graceland Subdivision Number Two (2) to the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated May 21, 2003 and recorded on June 19, 2003 at 1:15 p.m. as Document Number 1691875, securing the principal sum of \$95,000.00.

Mortgage executed by R. Michael Graumann and Barbara E. Graumann, husband and wife, to Wells Fargo Bank N.A., P.O. Box 31557, Billings, MT 59107, dated February 10, 2006 and recorded on March 6, 2006 at 1:52 p.m. as Document Number 1792344, securing the principal sum of \$20,000.00.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1358
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1538.02
Date Interest and Penalty Computed:	2/1/13

**Other:**

Five foot utility easement along the North and East lot lines and tree planting easement contiguous to all street frontages as set forth in Volume 10 of Plats, page 34.

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**PARCEL NO. 59281620580**

**Owner(s) of Record:**

Douglas A. Dier, a single person by virtue of a Warranty Deed dated October 8, 2008 and recorded on November 17, 2008 at 2:48 p.m. as Document Number 1864657.

**Property Address:**

2006 N. 23rd Street, Sheboygan, WI 53081

**Legal Description:**

Lot 1, Block 4, High School Subdivision, according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

Mortgage executed by Douglas Dier to 4433 Vanguard Outlots, LLC, % J. Peter Jungbacker, 300 N. Main Street, Suite 300, Oshkosh, WI 54901, dated August 28, 2013 and recorded on September 18, 2013 at 1:54 p.m. as Document Number 1976207, securing the principal sum of \$94,313.75.

**Judgments/Liens:**

Judgment against Douglas Pelnar (Dier in index) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR12414, entered February 4, 2008 and docketed February 4, 2008 at 1:25 p.m. in the principal sum of \$156.20 (no attorney listed).

Judgment against Douglas Pelar (Dier in index) in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081-4692, Sheboygan County Circuit Court Case Number 04TR12415,

entered February 4, 2008 and docketed February 4, 2008 at 1:25 p.m. in the principal sum of \$181.00 (no attorney listed).

**Taxes:**

Certificate No.:	1495	1365
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$599.66	\$2148.92
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

Five foot utility easement along the West lot line as recorded in Volume 9 of Plats, page 11.

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**PARCEL NO. 59281625290**

**Owner(s) of Record:**

Donald Harvey Klumb, Jr., a single person, by virtue of a Quit Claim Deed dated March 24, 1999 in Volume 1657, Page 255 of Records, recorded on March 26, 1999 at 12:40 p.m. as Document Number 1538691.

**Property Address:**

2126 N. 22nd Street, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot Twenty (20), Block Five (5), St. Dominic's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Donald H. Klumb, Jr. and Peggy Ann Klumb, husband and wife to Guaranty Bank S.S.B., 4000 W. Brown Deer Road, Brown Deer, WI 53209, dated August 4, 1995 and recorded on August 17, 1995 at 2:08 p.m. in Volume 1404 of Records, page 389/91 as Document Number 1432633, securing the principal sum of \$25,900.00; Modification of Mortgage related thereto dated July 16, 1998 and recorded on July 27, 1998 at 4:24 as Document Number 1513198.

Mortgage executed by Donald H. Klumb, a single individual to Associated Bank, N.A., 1305 Main Street, Stevens Point, WI, 54481, dated May 6, 2008 and recorded on June 5, 2008 at 11:37 a.m. as Document Number 1854434, in the principal sum of \$63,000.00.

**Judgments/Liens:**

Judgment against Donald H. Klumb in favor of Wells Fargo Financial National Bank, 800 Walnut Street, Des Moines, IA, 50309, Sheboygan County Circuit Court Case Number 11CV555, entered June 23, 2011 and docketed June 23, 2011 at 12:56 p.m. in the principal sum of \$6,054.21.

**Taxes:**

Certificate No.:	1527	1398
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$1781.96	\$1713.83
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

Five foot utility easement along the west line of Lot 20 as set forth in Volume 5 of Plats, Page 81.



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**PARCEL NO. 59281625470**

**Owner(s) of Record:**

Mark A. Mohr, by virtue of an Abridgment of Judgment of Divorce dated March 19, 2015 and recorded on March 20, 2015 at 3:49 p.m. as Document Number 2000204; and by virtue of a Warranty Deed dated January 12, 1989 and recorded on January 13, 1989 at 1:02 p.m. in Volume 1101 of Records, page 996 as Document Number 1180587.

**Property Address:**

2208 Geele Avenue, Sheboygan, WI 53081

**Legal Description:**

Lot Seventeen (17), Block Six (6), St. Dominic's Subdivision, City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1399
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1458.36
Date Interest and Penalty Computed:	2/1/13

**Other:**

Five foot utility easement along the North lot line as set forth in Volume 5 of Plats, page 81.

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**PARCEL NO. 59281628710**

**Owner(s) of Record:**

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

**Property Address:**

2506 N. 15th Street, Sheboygan, WI 53083

**Legal Description:**

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

**Mortgages:**

Mortgage executed by Cody Abraham to Adrienne Boutillier, her successors and assigns, (no address provided), dated June 22, 2015 and recorded on 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 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).

**Taxes:**

Certificate No.:	1414
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$865.83
Date Interest and Penalty Computed:	2/1/13

**Other:**

Rental Weatherization Stipulation Authorization Number S121982.

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**PARCEL NO. 59281701090**

**Owner(s) of Record:**

Keith A. Hummitzsch, by virtue of a Personal Representative's Deed dated July 30, 2005 and recorded on August 4, 2005 at 10:45 a.m. as Document Number 1772730.

**Property Address:**

1726 N. 8th Street, Sheboygan, WI 53081

**Legal Description:**

Lot Ten (10), Block Three (3), Assessment Subdivision No. Nine (9), City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1443
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$112.79
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281703550****Owner(s) of Record:**

Jeremy S. Jacobs, a single person, by virtue of a Warranty Deed dated December 12, 2004 and recorded on December 14, 2004 at 10:54 a.m. as Document Number 1752929.

**Property Address:**

1634 N. 11th Street, Sheboygan, WI 53081

**Legal Description:**

Lot Eighteen (18), Assessment Subdivision No. 11, Block Three (3), City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Jeremy S. Jacobs, an unmarried man, to MILA, Inc., 6021 244th Street SW, Mountlake Terrace, WA, 98043, dated March 8, 2006 and recorded on March 13, 2006 at 4:11 p.m. as Document Number 1793298, securing the principal sum of \$63,200.00.

Assignment of Mortgage to U.S. Bank National Association dated October 2, 2012 and recorded on October 5, 2012 at 1:40 p.m. as Document Number 1953995.

Assignment of Mortgage to Ocwen Loan Servicing LLC dated June 24, 2014 and recorded on May 22, 2015 at 2:11 p.m. as Document Number 2003346.

Assignment of Mortgage to Stelis LLC dated June 24, 2014 and recorded on May 22, 2015 at 2:11 p.m. as Document Number 2003347.

Assignment of Mortgage to Rocktop Partners 1, LP dated February 9, 2015 and recorded on May 22, 2015 at 2:11 p.m. as Document Number 2003348.

Assignment of Mortgage to Strategic Realty Fund LLC dated July 30, 2015 and recorded on August 14, 2015 at 2:49 p.m. as Document Number 2007843.

**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.: 1455  
Tax Year: 2012  
Sale Year: 2013  
Principal Sum of Lien: \$1580.53  
Date Interest and Penalty Computed: 2/1/13

**Other:**

Rental Weatherization Stipulation recorded on December 14, 2004 at 10:54 a.m. as Document Number 1752930.

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**PARCEL NO. 59281708520****Owner(s) of Record:**

VFS Lending JV, LLC by virtue of a Quit Claim Deed dated November 27, 2012 and recorded on December 14, 2012 at 3:07 p.m. as Document Number 1958788.

**Property Address:**

2207 N. 15th Street, Sheboygan, WI 53083

**Legal Description:**

Lot One (1) except the South Thirty (30) feet of said Lot, and the South Six (6) feet of Lot Two (2), Geele & Armbrusters Subdivision according to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against VFS Lending JV, LLC in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081 Sheboygan County Circuit Court Case Number 14TJ17, dated September 4, 2013 and docketed January 21, 2014 at 9:05 a.m. in the principal sum of \$240.00 (No attorney listed).

**Taxes:**

Certificate No.: 1469  
Tax Year: 2012  
Sale Year: 2013  
Principal Sum of Lien: \$1044.99  
Date Interest and Penalty Computed: 2/1/13

**Other:**

Right of Way Grant to Wisconsin Telephone Company dated June 22, 1976 and recorded on April 19, 1977 at 11:14 a.m. in Volume 801 of Records, Pages 511/12 as Document Number 1009800.

Raze Order dated July 13, 1995 and recorded on July 14, 1995 at 1:13 p.m. in Volume 1399, Pages 32/33 as Document Number 1430153.

**PARCEL NO. 59281709440**

**Owner(s) of Record:**

Michael B. Gaumer, a single man, by virtue of Transfer by Affidavit dated March 1, 2012 and recorded on June 1, 2012 at 10:18 a.m. as Document Number 1945866; Warranty Deed dated June 16, 2007 and recorded on June 28, 2007 at 1:43 p.m. as Document Number 1830160; Warranty Deed dated June 29, 2005 and recorded on July 7, 2005 at 2:34 p.m. as Document Number 1770137.

**Property Address:**

2127 N. 10th Street, Sheboygan, WI 53081

**Legal Description:**

Lot Four (4) excepting the East Eighty-Five (85) feet thereof, Lot Five (5), excepting the East Eighty-Five (85) feet thereof, and excepting the North Thirty-Three (33) feet thereof in J. Johann's Subdivision in the City of Sheboygan, according to the recorded plat of said subdivision; Also described as: Johann's Subd. all of Lots Four (4) & Five (5) except the East Eighty-Five (85) feet & part taken for Geele Ave

**Mortgages:**

Mortgage executed by Michael B Gaumer, a single person, and Dolores D Gaumer, a single person, to Nationpoint, a Div. of FFFC, an Op. Sub of MLB&T Co. FSB., 2150 N. 1st Street, San Jose, CA 95131, dated June 7, 2007 and recorded on June 28, 2007 at 1:43 as Document Number 1830161, securing the principal sum of \$76,500.00.

Assignment of Mortgage to JPMorgan Mortgage Acquisition Corporation dated September 30, 2009 and recorded on October 5, 2009 at 9:21 a.m. as Document Number 1888277.

Assignment of Mortgage to JPMorgan Mortgage Acquisition Corporation dated April 13, 2012 and recorded on May 7, 2012 at 3:45 p.m. as Document Number 1944374.

Assignment of Mortgage to Stonecrest Income & Opportunity Fund -I LLC dated December 12, 2012 and recorded on February 28, 2013 at 12:59 p.m. as Document Number 1963625.

Assignment of Deed of Trust/Mortgage to Capital Income and Growth Fund LLC dated December 18, 2012 and recorded on February 28, 2013 at 12:59 p.m. as Document Number 1963626.

**Judgments/Liens:**

Judgment executed against Michael B. Gaumer in favor of State of Wisconsin, Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14CM1059, entered January 29, 2015 and docketed January 29, 2015 at 2:26 p.m. in the principal sum of \$455.00 (no attorney listed).

**Taxes:**

Certificate No.:	1472
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$393.60
Date Interest and Penalty Computed:	2/1/13

**Other:**

Medical Assistance Lien dated April 18, 2012 and recorded on April 20, 2012 at 3:42 p.m. as Document Number 1943387.

**PARCEL NO. 59281711430**

**Owner(s) of Record:**

Mark M. Meyer and Wendy L. Meyer, his wife, by virtue of a Warranty Deed, dated November 4, 1977, and recorded on November 8, 1977 at 2:15 p.m. in Volume 819 of Records, page 629 as Document Number 1020318.

**Property Address:**

3307 N. 13th Street, Sheboygan, Wisconsin 53081

**Legal Description:**

Lot Sixteen (16), Block Two (2), Lake Shore Division of the City of Sheboygan according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Mark M. Meyer and Wendy L. Meyer, his wife to Wells Fargo Bank, N.A., P.O. Box 31557, Billings, MT 59107, dated August 25, 2004 and recorded on September 16, 2004 at 12:56 p.m. as Document Number 1745092, securing the principal sum of \$43,300.00.

**Judgments/Liens:**

Judgment executed against Mark M. Meyer in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ159, entered July 10, 2013 and docketed June 23, 2013 at 8:58 a.m. in the principal sum of \$711.00 (no attorney listed).

Judgment executed against Mark M. Meyer in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ160, entered September 6, 2013, and docketed June 23, 2014 at 8:57 a.m. in the principal sum of \$706.00 (no attorney listed).

**Taxes:**

Certificate No.:	1617	1482	1483
Tax Year:	2011	2012	2012
Sale Year:	2012	2013	2013
Principal Sum of Lien:	\$1254.56	\$1212.16	\$238.87
Date Interest and Penalty Computed:	2/1/12	2/1/13	2/1/13

**Other:**

None

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**PARCEL NO. 59281713820**

**Owner(s) of Record:**

Donna Grunow; Karl Grunow and Virginia Grunow, his wife retain a life estate, by virtue of a Life Estate Deed dated June 29, 2001 and recorded on July 2, 2001 at 8:28 a.m. in Volume 1847 of Records, page 159, as Document Number 1603047.

**Property Address:**

1342 Lenz Court, Sheboygan, WI 53083

**Legal Description:**

Lot 6 in Block 1 of Neumeister and Oehler's Subdivision of the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

None of Record

**Judgments/Liens:**

Notice of Federal Tax Lien to Department of the Treasury - Internal Revenue Service (no address provided), dated October 30, 2014 and recorded on November 7, 2014 at 2:40 p.m. as Document Number 1994484, in the principal sum of \$30,220.76.

State Tax Lien executed against Donna Grunow in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 14TW195, Warrant Number 59-12161044, type of tax - income, entered July 5, 2012 and docketed December 19, 2014 at 7:32 in the principal sum of \$9,128.12.

State Tax Lien executed against Donna Grunow in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 14TW196, Warrant Number 59-11986541, type of tax - income, entered July 5, 2012 and docketed December 19, 2014 at 7:32 in the principal sum of \$8,370.45.

State Tax Lien executed against Donna Grunow in favor of Department of Revenue (no address provided), Sheboygan County Circuit Court Case Number 14TW194, Warrant Number 59-11985530, type of tax - income, entered July 5, 2012 and docketed December 19, 2014 at 7:32 in the principal sum of \$7,664.83.

Judgment executed against Donna L. Grunow in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CF515, entered May 7, 2014 and docketed May 7, 2014 at 1:54 p.m. in the principal sum of \$832.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 12CT331, entered July 22, 2013 and docketed July 22, 2013 at 9:11 a.m. in the principal sum of \$190.50 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of Diverse Funding Associates, LLC, 3033 Campus Drive, Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 14CV631, entered December 12, 2014 and docketed December 12, 2014 at 1:15 p.m. in the principal sum of \$19,818.22 (Attorney Patrick Daniel Newman).

Judgment executed against Donna L. Grunow in favor of City of Sheboygan Fire Department, 9401 W. Brown Deer Road, Milwaukee, WI 53224, Sheboygan County Circuit Court Case Number 13SC754, entered April 1, 2013 and docketed April 8, 2013 at 1:55 p.m. in the principal sum of \$1,860.58 (Attorney Keary W. Bilka).

Judgment executed against Donna L. Grunow in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ127, entered December 18, 2013 and docketed June 23, 2014 at 9:43 a.m. in the principal sum of \$557.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ128, entered March 18, 2014 and docketed June 23, 2014 at 9:42 a.m. in the principal Sum of \$691.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of Milwaukee City, 200 E. Wells Street, Milwaukee, WI 53202, Sheboygan County Circuit Court Case Number 12TJ26, entered October 25, 2011 and docketed May 4, 2012 at 12:50 p.m. in the principal sum of \$3,123.37 (Attorney Kevin Thomas White).

Judgment executed against Donna L. Grunow in favor of Our Lady of Good Hope Credit Union, 7152 N. 41st Street, Milwaukee, WI 53209, Sheboygan County Circuit Court Case Number 13TJ4, entered

November 27, 2012 and docketed July 18, 2013 at 11:33 a.m. in the principal sum of \$14,111.42 (Attorney Robert F. Kirst).

Judgment executed against Donna L. Grunow in favor of Sheboygan County Clerk of Circuit Court, 615 N. 6th Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13TR7, entered July 22, 2013 and docketed July 22, 2013 at 9:11 a.m. in the principal sum of \$200.50 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of State of Wisconsin, 615 N. Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CM44, entered May 15, 2015 and docketed May 26, 2015 at 11:56 a.m. in the principal sum of \$55.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of State of Wisconsin, 615 N. Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CF536, entered May 15, 2015 and docketed May 26, 2015, at 12:00 p.m. in the principal sum of \$188.00 (no attorney listed).

Judgment executed against Donna L. Grunow in favor of the State of Wisconsin, 615 N. Sixth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 13CF515, entered May 7, 2014 and docketed May 7, 2014 at 1:54 p.m. in the principal sum of \$832.00 (no attorney listed).

**Taxes:**

Certificate No.:	1627	1491
Tax Year:	2011	2012
Sale Year:	2012	2013
Principal Sum of Lien:	\$2231.94	\$2146.54
Date Interest and Penalty Computed:	2/1/12	2/1/13

**Other:**

None

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**PARCEL NO. 59281717070**

**Owner(s) of Record:**

Jeffrey M. Mineau and Wanda J. Mineau, husband and wife, as joint tenants, by virtue of a Warranty Deed dated September 10, 1985 and recorded on September 13, 1985 at 1:25 p.m. in Volume 991 of Records, page 610 as Document Number 1120204; Re-recorded on October 2, 1985 at 10:19 a.m. in Volume 993 of Records, page 462 as Document Number 1121101.

**Property Address:**

1030 Bell Avenue, Sheboygan, WI 53081

**Legal Description:**

The East Forty-Three and One-Third ( $43 \frac{1}{3}$ ) feet of the West Eighty-Six and Two-Thirds ( $86 \frac{2}{3}$ ) feet of Lots Ten (10) and Eleven (11), Block Two (2), O.G. Addition to the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Mortgage executed by Jeffrey M. Mineau and Wanda J. Mineau, husband and wife, to America's Wholesale Lender, 155 N. Lake Avenue, Pasadena, CA 91109, dated November 8, 1996 and recorded on November 20, 1996 at 10:27 a.m. in Volume 1477 of Records, pages 363/72 as Document Number 1465023, securing the principal sum of \$54,400.00.

Assignment of Mortgage to GreenTree Financial Servicing Corp dated March 20, 1997 and recorded on June 20, 1997 at 11:30 a.m. in Volume 1510 of Records, pages 359/361 as Document Number 1479231.



**Judgments/Liens:**

None of Record

**Taxes:**

Certificate No.:	1504
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$1697.20
Date Interest and Penalty Computed:	2/1/13

**Other:**

None

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**PARCEL NO. 59281719030****Owner(s) of Record:**

Jeremy P. Ostrom, a single person, by virtue of a Quit Claim Deed dated April 1, 2002 and recorded on April 10, 2002 at 9:19 a.m. in Volume 1979 of Records, page 305 as Document Number 1633745; and by virtue of a Warranty Deed dated September 27, 2000 and recorded on October 6, 2000 at 10:15 a.m. in Volume 1763 of Records, page 281 as Document Number 1580783.

**Property Address:**

Vacant Land on Trimberger Court, Sheboygan, WI 53081

**Legal Description:**

Lot Number Twenty-Eight (28), Trimberger's "M" Subdivision in the City of Sheboygan, according to the recorded plat thereof

**Mortgages:**

Revolving Credit Mortgage executed by Jeremy P. Ostrom, a single person, to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044, dated April 30, 2003 and recorded on May 7, 2003 at 9:44 a.m. as Document Number 1684808, securing the principal sum of \$23,000.00.

Mortgage executed by Jeremy P. Ostrom, a single person, to M&I Marshall and Ilsley Bank, 770 N. Water Street, Milwaukee, WI 53202, dated April 2, 2002 and recorded on April 10, 2002 at 9:19 a.m. in Volume 1979, page 306, as Document Number 1633746, securing the principal sum of \$51,200.00.

**Judgments/Liens:**

Judgment executed, against Jeremy Ostrom in favor of Atlantic Credit & Finance Inc., Assignee from HSBC Consumer Lending USA Inc., P.O. Box 13386, Roanoke, VA 24033, Sheboygan County Circuit Court Case Number 12SC1576, entered September 27, 2012 and docketed October 3, 2012 at 2:19 p.m. in the principal sum of \$5,505.02 (Attorney Jonathan James Cattey).

Judgment executed against Jeremy P. Ostrom in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ83, entered April 3, 2013 and docketed June 23, 2014 at 11:13 a.m. in the principal sum of \$583.00 (no attorney listed).

Judgment executed against Jeremy P. Ostrom in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ81, entered July 10, 2013 and docketed June 23, 2014 at 11:15 a.m. in the principal sum of \$681.00 (no attorney listed).

Judgment executed against Jeremy P. Ostrom in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 14TJ82, entered July 10, 2013 and docketed June 23, 2014 at 11:14 a.m. in the principal sum of \$686.00 (no attorney listed).

**Taxes:**

Certificate No.:	1645	1646	1514	1515
Tax Year:	2011	2011	2012	2012
Sale Year:	2012	2012	2013	2013
Principal Sum of Lien:	\$1751.06	\$187.12	\$1682.92	\$477.76
Date Interest and Penalty Computed:	2/1/12	2/1/12	2/1/13	2/1/13

**Other:**

Raze Order dated June 21, 2003 and recorded on June 25, 2013 at 2:00 p.m. as Document Number 1970976.

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**PARCEL NO. 59282910190**

**Owners of Record:**

Harold E. Perronne Family Trust, by virtue of a Warranty Deed dated December 20, 1996 and recorded on January 12, 1997 at 1:44 p.m. in Volume 1485 of Records, page 396 as Document Number 1488874;

Land contract executed by Harold E. Perronne Family Trust dated February 20, 1996 to John H. Perronne, a single person, dated July 22, 2001 and recorded on August 3, 2001 at 11:08 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, of 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 4:21 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 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 in the principal sum of \$3,184.56.

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 10TW370, Warrant Number 59-11945360, type of tax - income, entered May 25, 2010 and docketed November 8, 2010 at 6:22 in the principal sum of \$2,610.09.

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 10TW375, Warrant Number 59-

**PARCEL NO. 59282919365**

**Owner(s) of Record:**

The Pond in the Falls, LLC, a Wisconsin Limited Liability Company, by virtue of a Quit Claim Deed dated September 27, 2007 and recorded on October 4, 2007 at 2:02 p.m. as Document Number 1837196. Affidavit of Correction dated October 3, 2008 and recorded on October 6, 2008 at 12:38 p.m. as Document Number 1861959.

**Property Address:**

Vacant Land on County Road PP, Sheboygan Falls, WI 53085

**Legal Description:**

Part of the NW ¼ of the SW ¼ of Section 34, Town 15 North, Range 22 East, Town of Sheboygan Falls, Sheboygan County, Wisconsin described as follows:

Commencing at the West ¼ of said Section 34, thence S 88°-50'-17" E. 178.28 feet along the North line of said SW ¼; thence S 00°-32'-18" E., 49.84 feet to the south line of Stardust Lane and the point of beginning; thence S 79°-43'-33" E., 236.93 feet to the West line of C.T.H. "PP"; thence S 63°-09'-05" W., 218.65 feet along the West line of C.T.H. "PP"; thence 31.42 feet along a 20.00 foot radius northwesterly, the chord of which bears N 18°-09'-05" E. 28.28 feet; thence S 26°-50'-55" W. 27.18 feet; thence 55.45 feet along the arc of a curve having a 116.00 foot radius westerly, the chord of which bears N 13°-09'-18.5" W. 54.92 feet; thence N 00°-32'-18" E. 9.58 feet; thence 37.82 feet along the arc of a curve having a 27.00 foot radius southwesterly, the chord of which bears S 39°-35'-37.5" W. 34.81 feet of the point of beginning, containing 14,017 square feet or 0.322 acres.

**Mortgages:**

None of Record

**Judgments/Liens:**

Judgment executed against The Pond in the Falls LLC in favor of Acorn Loan Acquisition Venture III LP, 4675 MacArthur Court, Suite 1550, Newport Beach, CA 92660, Sheboygan County Circuit Court Case Number 12CV231, entered September 5, 2012 and docketed September 5, 2012 at 4:05 p.m. in the principal sum of \$2,840,639.36 (no attorney listed).

**Taxes:**

Certificate No.:	1580
Tax Year:	2012
Sale Year:	2013
Principal Sum of Lien:	\$614.12
Date Interest and Penalty Computed:	2/1/13

**Other:**

Right-of-Way Grant to Wisconsin Telephone Company, its successors and assigns, dated September 30, 1971 and recorded on November 2, 1971 at 11:41 a.m. in Volume 649 of Records, page 640/2, as Document Number 940776.

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-Two, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated February 29, 2016, 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 February 29, 2016. 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 26, 2016, 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 26, 2016, 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.)

p. 1 of 5

**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 29th day of February, 2016.

**SHEBOYGAN COUNTY**

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

STATE OF WISCONSIN    )  
                                  ) ss:  
SHEBOYGAN COUNTY    )

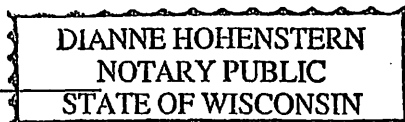
**LAURA HENNING-LORENZ**, being first duly sworn, on oath says that she is the County Treasurer of Sheboygan County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the Office of the County Treasurer.

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

Subscribed and sworn to before me  
this 29th day of February, 2016.

*Dianne Hohenstern*  
Dianne Hohenstern, Notary Public  
State of Wisconsin

My Commission expires January 8, 2017



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

R:\CLIENT\08299\00022\00096818.DOCX

**VI**

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

Your Committee to whom was referred R. O. No. 300-14-15 by the City Clerk submitting a Summons and Complaint in the matter of R. O. No. 300-15-16 by the City Clerk submitting an Amended Summons and Amended Complaint in the matter of Wells Fargo Bank, N.A. v Gayle S. Sebald et al.; recommends that the document be placed on file.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

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

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



II

4.2

R. O. No. 300 - 14 - 15. By CITY CLERK. April 20, 2015.

Submitting an Amended Summons and Amended Complaint in the matter of  
Wells Fargo Bank, N.A. v Gayle S. Sebald et al.

Finance of  
the ~~new~~ Council  
File

Susan Richards

City Clerk



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

Plaintiff

AMENDED SUMMONS  
Case No. 15 CV 142

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF  
GAYLE S. SEBALD  
4425 PRIMROSE CT. APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF  
CITY DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

---

**AMENDED SUMMONS**

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THE STATE OF WISCONSIN

To each person named above as Defendant:

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

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in

*Served  
The City of Sheboygan  
Wisconsin Dept. of  
City Development  
on 4-15-15  
at 2:30 p.m.  
by [signature]  
(Com. Sec. Sec.)*

CLERK CIRCUIT COURT  
FILED  
2015 APR - 1 A 11:52  
SHEBOYGAN COUNTY  
WISCONSIN

Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

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

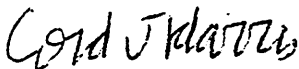
And to plaintiff's attorneys, whose address is:

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

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: March 31, 2015



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Cord J. Harris  
State Bar No. 1096301  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889

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

Plaintiff

AMENDED COMPLAINT  
Case No. 15 CV 142

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF  
GAYLE S. SEBALD  
4425 PRIMROSE CT. APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF  
CITY DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

CLERK CIRCUIT COURT  
FILED  
2015 APR - 1 A 11:52  
SHEBOYGAN COUNTY  
WISCONSIN

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

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Gayle S. Sebald is an adult who executed a mortgage that is the subject of this foreclosure action against the property located at 2022 N. 8th St., Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendant.
3. That the mortgaged real estate is presently owned by Gayle S. Sebald.
4. That an UNKNOWN SPOUSE of Gayle S. Sebald may claim an interest in and to the subject real estate by virtue of his/her marriage to Gayle S. Sebald; that the interest of

said defendant in and to the said real estate is subject and subordinate to the lien of plaintiff's real estate mortgage.

5. On or about June 22, 2009, for value received Gayle S. Sebald executed and delivered to Wells Fargo Bank, N.A., a note in writing dated that date and thereby promised to pay the principal balance of SIXTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$61,300.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.
6. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendant duly executed a mortgage to Wells Fargo Bank, N.A., which mortgage was dated on June 22, 2009 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 26, 2009 as Document Number 1881562. Plaintiff is the current holder of said mortgage.
7. The mortgagor defendant failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for June 1, 2014 to the present, and there is now due and owing to Plaintiff the principal sum of \$56,574.80, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.
8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
9. The property consists of real property other than a one to four unit family residence that is owner occupied as defined by Section 846.103 of the Wisconsin statutes commonly known as 2022 N. 8th St., Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

LOT TWELVE (12) BLOCK THREE (3), ASSESSMENT SUBDIVISION  
NUMBER TEN (10) IN THE CITY OF SHEBOYGAN, SHEBOYGAN  
COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT  
THEREOF.

TAX KEY NO: 59281701770

10. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any

deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against the defendant and consents that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

11. Current occupants of 2022 N. 8th Street, Sheboygan, WI 53081 are named as party defendants in order to extinguish any possessory interest or other interest that said defendants may claim in or to the mortgaged property.
12. The City of Sheboygan Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to The City of Sheboygan Department of City Development, for \$6,412.00 dated July 1, 1996 and recorded on July 3, 1996 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1454786, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage by virtue of a Subordination executed by City of Sheboygan Department of City Development, recorded June 26, 2009 as Document No. 1881563, and said interest is sought to be terminated in this foreclosure action.
13. The City of Sheboygan, Wisconsin Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a Mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to the City of Sheboygan, Wisconsin, Department of City Development, for \$6,987.00 dated July 30, 2002 and recorded on September 13, 2002 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1648954, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage virtue of a Subordination Agreement instrument executed by City of Sheboygan Department of City Development dated June 10, 2009 and recorded June 26, 2009 as Document No. 1881564, and said interest is sought to be terminated in this foreclosure action.
14. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

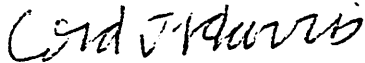
1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a two (2) month redemption period. In the event the subject property is determined to be owner-occupied pursuant to section 846.101 of the Wisconsin Statutes, Plaintiff demands a six (6) month redemption period.
2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendant and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendant or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 31, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

By:



Cord J. Harris State Bar No. 1096301  
Johnson, Blumberg & Associates, LLC.  
Its Attorney

Cord J. Harris  
Attorney for Plaintiff  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889

REDACTED

## NOTE

JUNE 22, 2009

SHEBOYGAN

WISCONSIN

[Date]

[City]

[State]

2022 N 8TH 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. \$ \*\*\*\*\*61,300.00 (this amount is called "Principal"); plus interest, to the order of the Lender. The Lender is WELLS FARGO BANK, N.A.

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

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

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.125 %.

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

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

### 3. PAYMENTS

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

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

I will make my monthly payment on the FIRST day of each month beginning on AUGUST 01, 2009

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on JULY 01, 2039, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

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

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \*\*\*\*\*333.77

### 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my

WISCONSIN FIXED RATE NOTE - Single Family  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP 8  
NMFL 3214 (WICN) Rev 3/2009

Wolters Kluwer Financial Services

Form 3250 1/01

VMPENIW1 (0803).01  
Page 1 of 3

Initials: GS

REDACTED

Exhibit A

Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

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

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

### (A) Late Charge for Overdue Payments

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

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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



10. **UNIFORM SECURED NOTE**

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

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

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

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

*Gayle S Sebold* (Seal)  
 \_\_\_\_\_  
 GAYLE S SEBOLD -Borrower

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

*John A. Williams, Vice President* (Seal)  
 \_\_\_\_\_  
 JOHN A. WILLIAMS, Vice President -Borrower

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

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

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

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

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

[Sign Original Only]

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY Joan M. Mills  
Joan M. Mills, Vice President

# MORTGAGE

1881562

SHEBOYGAN COUNTY, WI  
RECORDED ON  
06/26/2009 03:23PM

DOCUMENT NUMBER

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

NAME & RETURN ADDRESS  
WFHM FINAL DOCS X2599-024

RECORDING FEE: 45.00  
TRANSFER FEE:  
EXEMPTION #

405 SW 5TH STREET  
DES MOINES, IA 50309-4600

STAFF ID 3  
TRANS # 134775  
# OF PAGES: 18

PARCEL IDENTIFIER NUMBER

[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 22, 2009 together with all Riders to this document.

(B) "Borrower" is GAYLE S SEBALD, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a NATIONAL ASSOCIATION  
organized and existing under the laws of THE UNITED STATES

REDACTED

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Wolters Kluwer Financial Services

VMP®-6(WI) (0811)

Page 1 of 15

NMFL# 3150 (WICM) Rev. 1/2009

REDACTED

Form 3050 1/01

Exhibit B 18

Lender's address is P.O. BOX 11701, NEWARK, NJ 071014701

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JUNE 22, 2009

The Note states that Borrower owes Lender SIXTY ONE THOUSAND THREE HUNDRED AND 00/100 Dollars

(U.S. \$ \*\*\*\*\*61,300.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2039

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

*GS* / ~~SEE ATTACHED LEGAL DESCRIPTION~~

Lot Twelve (12), Block Three (3), Assessment Subdivision Number Ten (10), in the City of Sheboygan, according to the recorded plat thereof.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

which currently has the address of 2022 N 8TH ST

SHEBOYGAN

[City], Wisconsin 53081

[Street]

[Zip Code]

("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

_____	<u>Gayle S Sebold</u> (Seal) GAYLE S SEBALD -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower



STATE OF WISCONSIN,

Sheboygan

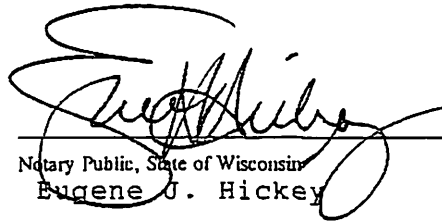
County ss:

The foregoing instrument was acknowledged before me this  
by GAYLE S SEBALD, a single person

June 22, 2009

My Commission Expires:

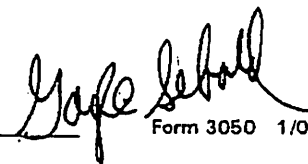
April 8, 2012

  
Notary Public, State of Wisconsin  
Eugene J. Hickey



This instrument was prepared by  
WELLS FARGO BANK, N.A.

3003 W COLLEGE AVE,, APPLETON, WI  
549140000  
JAN FINLEY



## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 22ND day of JUNE, 2009, 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 Note to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2022 N 8TH ST, SHEBOYGAN, WI 53081

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

REDACTED

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3170 1/01

NMFL 3170 (14FR) Rev 2/2009  
Wolters Kluwer Financial Services  
VMP® -57R (0811)  
Page 1 of 3

Initials: CS

REDACTED

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Gayle S Sebald (Seal)  
GAYLE S SEBALD -Borrower

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

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

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

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

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

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

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

II

ACTION BY FINANCE COMMITTEE: 3/14/2016:  
MOTION TO FILE

4.2

R. O. No. 300 - 14 - 15. By CITY CLERK. April 20, 2015.

Submitting an Amended Summons and Amended Complaint in the matter of  
Wells Fargo Bank, N.A. v Gayle S. Sebald et al.

Finance of  
the new Council

Susan Richards  
City Clerk

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

Plaintiff

AMENDED SUMMONS  
Case No. 15 CV 142

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF  
GAYLE S. SEBALD  
4425 PRIMROSE CT. APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF  
CITY DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

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**AMENDED SUMMONS**

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THE STATE OF WISCONSIN

To each person named above as Defendant:

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

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in

*Served  
The City of Sheboygan  
Wisconsin Dept. of  
City Development  
by Benjamin J. Jant  
on 4-15-15  
at 2:30 PM  
Jant*

*Wellman  
(Com. Sec. Sec.)*

CLERK CIRCUIT COURT  
FILED  
2015 APR -1 A 11:52  
SHEBOYGAN COUNTY  
WISCONSIN

Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

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

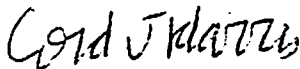
And to plaintiff's attorneys, whose address is:

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

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: March 31, 2015



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**Cord J. Harris  
State Bar No. 1096301  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889**

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

Plaintiff

AMENDED COMPLAINT  
Case No. 15 CV 142

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF  
GAYLE S. SEBALD  
4425 PRIMROSE CT. APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF  
CITY DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

CLERK CIRCUIT COURT  
FILED  
2015 APR - 1 A 11:52  
SHEBOYGAN COUNTY  
WISCONSIN

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

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Gayle S. Sebald is an adult who executed a mortgage that is the subject of this foreclosure action against the property located at 2022 N. 8th St., Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendant.
3. That the mortgaged real estate is presently owned by Gayle S. Sebald.
4. That an UNKNOWN SPOUSE of Gayle S. Sebald may claim an interest in and to the subject real estate by virtue of his/her marriage to Gayle S. Sebald; that the interest of



said defendant in and to the said real estate is subject and subordinate to the lien of plaintiff's real estate mortgage.

5. On or about June 22, 2009, for value received Gayle S. Sebald executed and delivered to Wells Fargo Bank, N.A., a note in writing dated that date and thereby promised to pay the principal balance of SIXTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$61,300.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.
6. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendant duly executed a mortgage to Wells Fargo Bank, N.A., which mortgage was dated on June 22, 2009 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 26, 2009 as Document Number 1881562. Plaintiff is the current holder of said mortgage.
7. The mortgagor defendant failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for June 1, 2014 to the present, and there is now due and owing to Plaintiff the principal sum of \$56,574.80, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.
8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
9. The property consists of real property other than a one to four unit family residence that is owner occupied as defined by Section 846.103 of the Wisconsin statutes commonly known as 2022 N. 8th St., Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

LOT TWELVE (12) BLOCK THREE (3), ASSESSMENT SUBDIVISION  
NUMBER TEN (10) IN THE CITY OF SHEBOYGAN, SHEBOYGAN  
COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT  
THEREOF.

TAX KEY NO: 59281701770

10. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any

deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against the defendant and consents that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

11. Current occupants of 2022 N. 8th Street, Sheboygan, WI 53081 are named as party defendants in order to extinguish any possessory interest or other interest that said defendants may claim in or to the mortgaged property.
12. The City of Sheboygan Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to The City of Sheboygan Department of City Development, for \$6,412.00 dated July 1, 1996 and recorded on July 3, 1996 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1454786, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage by virtue of a Subordination executed by City of Sheboygan Department of City Development, recorded June 26, 2009 as Document No. 1881563, and said interest is sought to be terminated in this foreclosure action.
13. The City of Sheboygan, Wisconsin Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a Mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to the City of Sheboygan, Wisconsin, Department of City Development, for \$6,987.00 dated July 30, 2002 and recorded on September 13, 2002 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1648954, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage virtue of a Subordination Agreement instrument executed by City of Sheboygan Department of City Development dated June 10, 2009 and recorded June 26, 2009 as Document No. 1881564, and said interest is sought to be terminated in this foreclosure action.
14. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

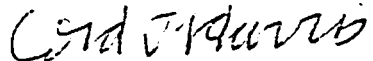
WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a two (2) month redemption period. In the event the subject property is determined to be owner-occupied pursuant to section 846.101 of the Wisconsin Statutes, Plaintiff demands a six (6) month redemption period.
2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendant and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendant or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 31, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

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

Cord J. Harris  
Attorney for Plaintiff  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889

REDACTED

## NOTE

JUNE 22, 2009

SHEBOYGAN

WISCONSIN

[Date]

[City]

[State]

2022 N 8TH 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. \$ \*\*\*\*\*61,300.00 (this amount is called "Principal"); plus interest, to the order of the Lender. The Lender is WELLS FARGO BANK, N.A.

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

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

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.125 %.

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

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

### 3. PAYMENTS

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

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

I will make my monthly payment on the FIRST day of each month beginning on AUGUST 01, 2009

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on JULY 01, 2039, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \*\*\*\*\*333.77

### 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my

WISCONSIN FIXED RATE NOTE - Single Family  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP ©  
NMFL 3214 (WICN) Rev 3/2008

Walters Kluwer Financial Services

Form 3250 1/01

VMP5N1W1 (0803).01  
Page 1 of 3

Initials: GS

REDACTED

Exhibit A

Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

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

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

### (A) Late Charge for Overdue Payments

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

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

10. **UNIFORM SECURED NOTE**

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

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

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

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

*Gayle S Sebold* (Seal)  
 \_\_\_\_\_  
 GAYLE S SEBOLD -Borrower

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

*Gayle S Sebold* (Seal)  
 \_\_\_\_\_  
 GAYLE S SEBOLD -Borrower

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

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

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

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

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

[Sign Original Only]

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY *Joan M. Mills*  
Joan M. Mills, Vice President

# MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS  
WFHM FINAL DOCS X2599-024

405 SW 5TH STREET  
DES MOINES, IA 50309-4600

PARCEL IDENTIFIER NUMBER

1881562

SHEBOYGAN COUNTY, WI  
RECORDED ON  
06/26/2009 03:23PM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 45.00  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 3  
TRANS # 134775  
# OF PAGES: 18

[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 22, 2009 together with all Riders to this document.

(B) "Borrower" is GAYLE S SEBALD, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a NATIONAL ASSOCIATION  
organized and existing under the laws of THE UNITED STATES

REDACTED

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Wolters Kluwer Financial Services

VMP®-6(WI) (0811)

Page 1 of 15

NMPL# 3150 (WICM) Rev. 1/2009

REDACTED

Form 3050 1/01

Exhibit B 18



Lender's address is P.O. BOX 11701, NEWARK, NJ 071014701

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JUNE 22, 2009

The Note states that Borrower owes Lender SIXTY ONE THOUSAND THREE HUNDRED AND 00/100 Dollars

(U.S. \$ \*\*\*\*\*61,300.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2039

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

*GS* / ~~SEE ATTACHED LEGAL DESCRIPTION~~

Lot Twelve (12), Block Three (3), Assessment Subdivision Number Ten (10), in the City of Sheboygan, according to the recorded plat thereof.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

which currently has the address of 2022 N 8TH ST

SHEBOYGAN

[City], Wisconsin 53081

[Street]

[Zip Code]

("Property Address"):

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

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

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

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

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

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

CS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

\_\_\_\_\_

Gayle S Sebold (Seal)  
GAYLE S SEBALD -Borrower

\_\_\_\_\_

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

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

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

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

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

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

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

STATE OF WISCONSIN,

Sheboygan

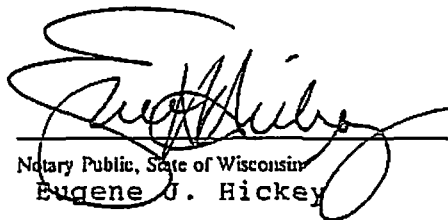
County ss:

The foregoing instrument was acknowledged before me this  
by GAYLE S SEBALD, a single person

June 22, 2009

My Commission Expires:

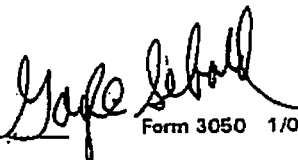
April 8, 2012

  
Notary Public, State of Wisconsin  
Eugene J. Hickey



This instrument was prepared by  
WELLS FARGO BANK, N.A.

3003 W COLLEGE AVE,, APPLETON, WI  
549140000  
JAN FINLEY



## 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 22ND day of JUNE, 2009, 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 Note to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2022 N 8TH ST, SHEBOYGAN, WI 53081

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

REDACTED

**MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3170 1/01**

NMFL 3170 (14FR) Rev 2/2009  
Wolters Kluwer Financial Services  
VMP®-57R (0811)  
Page 1 of 3

Initials: 

REDACTED

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

Gayle S. Sebald (Seal)  
GAYLE S SEBALD -Borrower

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

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

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

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

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

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

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

**VI**

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO FILE

6.14

R. C. No. 352- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 222-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Coretta E. Munoz v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

refer to  
new Council  
(Finance)

John Bel  
Julie Kath  
DA

Prof D. C. C.

Committee

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

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

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

II

4.6

R. O. No. 222 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a Summons and Complaint in the matter of Coretta E. Munoz vs. the City of Sheboygan et al.

*Inance*

*Lisa Richards*

---

City Clerk

7.4

III

558

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_

SHEBOYGAN COUNTY

CORETTA E. MUNOZ  
an Adult Individual  
428 St. Clair Avenue  
Apartment 2  
Sheboygan, WI 53081

Case Code: 30101

Plaintiff,

vs.

CITY OF SHEBOYGAN  
a Wisconsin Municipal Corporation  
828 Center Avenue  
Sheboygan, WI 53081,

*Pat H*  
*1/9/15 at 4:10 pm*  
*City of Sheboygan*  
*828 Center Avenue, Sheboygan*  
*Susan Richards,*  
*Corporate Service*  
Case No. **15CY0017**

TRANSIT MUTUAL INSURANCE  
CORPORATION OF WISCONSIN  
a Wisconsin Insurance Company  
P.O. Box 1135  
Appleton, WI 54912-1135,

JAN 9 '15 PM 4:06

SHORELINE METRO  
A Wisconsin Company  
608 S. Commerce Street  
Sheboygan, WI 53081,

and

SCOTT WILKE  
an Adult Individual  
N 6401 County Road M  
Sheboygan Falls, WI 53085,

Defendants.

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SUMMONS

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

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

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

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

Dated this 9<sup>th</sup> day of January, 2015.

ROHDE DALES LLP

By 

Jacob R. Sundelius  
An Associate of the Firm  
State Bar No. 1096476  
Attorneys for Plaintiff

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

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_\_

SHEBOYGAN COUNTY

CORETTA E. MUNOZ  
an Adult Individual  
428 St. Clair Avenue  
Apartment 2  
Sheboygan, WI 53081

Case Code: 30101

Plaintiff,

vs.

CITY OF SHEBOYGAN  
a Wisconsin Municipal Corporation  
828 Center Avenue  
Sheboygan, WI 53081,

Case No.

15CV0017

TRANSIT MUTUAL INSURANCE  
CORPORATION OF WISCONSIN  
a Wisconsin Insurance Company  
P.O. Box 1135  
Appleton, WI 54912-1135,

SHORELINE METRO  
A Wisconsin Company  
608 S. Commerce Street  
Sheboygan, WI 53081,

and

SCOTT WILKE  
an Adult Individual  
N 6401 County Road M  
Sheboygan Falls, WI 53085,

Defendants.

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COMPLAINT

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Plaintiff Coretta E. Munoz, through her attorneys, Rohde Dales LLP, as a Complaint  
against the Defendants, alleges as follows:

SHEBOYGAN COUNTY  
WISCONSIN  
15 JAN -9 P2:09  
CLERK CIRCUIT COURT  
FILED

1. Plaintiff Coretta E. Munoz (Munoz) is an adult resident of Sheboygan County, residing at 428 St. Clair Avenue, Apartment 2, Sheboygan.

2. The City of Sheboygan is a Wisconsin Municipal Corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant Transit Mutual Insurance Corporation of Wisconsin (Transit Mutual) is a domestic insurance company with its principal place of business located at 2575 South Memorial Drive, Appleton, Wisconsin 54915. Upon information and belief, Transit does substantial business in Sheboygan County including its coverage of the City of Sheboygan.

4. Defendant Shoreline Metro is a domestic company with its principal place of business located in Sheboygan County at 608 S. Commerce Street, Sheboygan, Wisconsin.

5. Upon information and belief, defendant Scott Wilke is an adult resident of Sheboygan County, residing at N 6401 County Road M, Sheboygan Falls, Wisconsin.

6. Upon information and belief, Shoreline Metro is wholly owned by The City of Sheboygan.

7. Upon information and belief, Shoreline Metro is wholly operated by the City of Sheboygan.

8. Upon information and belief, at all times material, hereto, there was in full force and effect one or more policies of liability insurance issued by Transit Mutual to or covering the City of Sheboygan. Transit Mutual agreed to indemnify the City of Sheboygan with respect to any and all liability or damages suffered by a third person as a result of the negligent operation of Shoreline Metro busses. Therefore, Transit Mutual is a proper party to this action.

9. Munoz provided the City of Sheboygan proper notice of claim on or about March 10, 2014 as required by Wis. Stat. § 893.80.



10. The City of Sheboygan did not respond to Munoz's notice of claim.

**FIRST CLAIM FOR RELIEF – NEGLIGENCE OF SCOTT WILKE**

11. Munoz incorporates as if fully set forth herein all of the preceding allegations of the Complaint contained in paragraphs 1 through 10.

12. On or about December 11, 2013, at between approximately 4:00 and 5:00 p.m., Munoz was traveling by bus (the Bus) via Shoreline Metro.

13. Upon information and belief, at that same time and place, Scott Wilke was operating the Bus.

14. Upon information and belief, Scott Wilke caused the Bus to come to an abrupt stop.

15. Upon information and belief, Scott Wilke was negligent in the operation of the Bus as to speed, lookout, management, and control.

16. As a direct and proximate result of the negligent acts and omissions on the part of Scott Wilke, Munoz sustained injuries to her person, some of which may be permanent, resulting in past and future medical and related expenses and past and future pain, suffering, and disability.

**SECOND CLAIM FOR RELIEF – RESPONDEAT SUPERIOR**

17. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 16.

18. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and belief was Scott Wilke, was an employee of Shoreline Metro.

19. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of Shoreline Metro to operate the Bus.

20. The driver of the Bus's, who upon information and relief was Scott Wilke, actions driving the Bus on or about December 11, 2013, were within the scope of his employment.

21. Shoreline Metro is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

### **THIRD CLAIM FOR RELIEF – RESPONDEAT SUPERIOR**

22. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 21.

23. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of the City of Sheboygan.

24. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of the City of Sheboygan to operate the Bus.

25. The driver of the Bus's, who upon information and relief Scott Wilke, actions driving the Bus on was or about December 11, 2013, were within the scope of his employment.

26. The City of Sheboygan is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

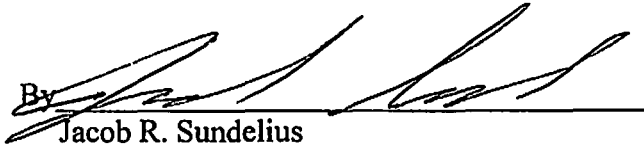
WHEREFORE, Plaintiff Coretta Munoz demands judgment against Defendants City of Sheboygan, Transit Mutual Insurance Corporation of Wisconsin, Shoreline Metro, and Scott Wilke as follows:

- A. Damages to be determined by the trier of fact;
- B. The costs and disbursements of this action; and
- C. For such other and further relief as the court deems just and equitable.

**PLAINTIFFS HEREIN DEMAND TRIAL BY A 12-PERSON JURY.**

Dated this 9<sup>th</sup> day of January, 2014.

ROHDE DALES LLP

By 

Jacob R. Sundelius  
An Associate at the Firm  
State Bar No. 1096476  
Attorneys for Plaintiffs

P.O. Address:  
607 North 8<sup>th</sup> Street, Ste. 700  
Sheboygan, WI 53081-4513  
Telephone (920) 458-5501  
Facsimile (920) 458-5874

**VI**

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

Your Committee to whom was referred R. O. No. 352-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Coretta E. Munoz v City of Sheboygan et al.; recommends that the document be placed on file.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

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

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

VI

6.14

R. C. No. 352- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 222-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Coretta E. Munoz v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

Refer to  
new Council  
(Finance)  
File

John Be  
Julia Kath  
DHA

Paul D. Calk

Committee

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

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

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

II

4.6

R. O. No. 222 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a Summons and Complaint in the matter of Coretta E. Munoz vs. the City of Sheboygan et al.

Finance

Lusaw Richards  
City Clerk

2.7

III

558

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_

SHEBOYGAN COUNTY

CORETTA E. MUNOZ  
an Adult Individual  
428 St. Clair Avenue  
Apartment 2  
Sheboygan, WI 53081

Case Code: 30101

Plaintiff,

vs.

CITY OF SHEBOYGAN  
a Wisconsin Municipal Corporation  
828 Center Avenue  
Sheboygan, WI 53081,

*Pat H. H.*  
*1/9/15 at 4:10 pm*  
*City of Sheboygan*  
*828 Center Avenue, Sheboygan*  
*Susan Richards*  
*Corporate Services*  
Case No. **15CV0017**

TRANSIT MUTUAL INSURANCE  
CORPORATION OF WISCONSIN  
a Wisconsin Insurance Company  
P.O. Box 1135  
Appleton, WI 54912-1135,

JAN 9 '15 PM 4:06

SHORELINE METRO  
A Wisconsin Company  
608 S. Commerce Street  
Sheboygan, WI 53081,

and

SCOTT WILKE  
an Adult Individual  
N 6401 County Road M  
Sheboygan Falls, WI 53085,

Defendants.

---

SUMMONS

---

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



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

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

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

Dated this 9<sup>th</sup> day of January, 2015.

ROHDE DALES LLP

By 

Jacob R. Sundelius

An Associate of the Firm

State Bar No. 1096476

Attorneys for Plaintiff

P.O. Address:

607 North 8<sup>th</sup> Street, Ste. 700

Sheboygan, WI 53081

Telephone (920) 458-5501

Facsimile (920) 458-5874

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_\_

SHEBOYGAN COUNTY

CORETTA E. MUNOZ  
an Adult Individual  
428 St. Clair Avenue  
Apartment 2  
Sheboygan, WI 53081

Case Code: 30101

Plaintiff,

vs.

CITY OF SHEBOYGAN  
a Wisconsin Municipal Corporation  
828 Center Avenue  
Sheboygan, WI 53081,

Case No.

15CV0017

TRANSIT MUTUAL INSURANCE  
CORPORATION OF WISCONSIN  
a Wisconsin Insurance Company  
P.O. Box 1135  
Appleton, WI 54912-1135,

SHORELINE METRO  
A Wisconsin Company  
608 S. Commerce Street  
Sheboygan, WI 53081,

and

SCOTT WILKE  
an Adult Individual  
N 6401 County Road M  
Sheboygan Falls, WI 53085,

Defendants.

SHEBOYGAN COUNTY  
WISCONSIN

15 JAN -9 P2:09

CLERK CIRCUIT COURT  
FILED

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COMPLAINT

---

Plaintiff Coretta E. Munoz, through her attorneys, Rohde Dales LLP, as a Complaint  
against the Defendants, alleges as follows:

1. Plaintiff Coretta E. Munoz (Munoz) is an adult resident of Sheboygan County, residing at 428 St. Clair Avenue, Apartment 2, Sheboygan.

2. The City of Sheboygan is a Wisconsin Municipal Corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant Transit Mutual Insurance Corporation of Wisconsin (Transit Mutual) is a domestic insurance company with its principal place of business located at 2575 South Memorial Drive, Appleton, Wisconsin 54915. Upon information and belief, Transit does substantial business in Sheboygan County including its coverage of the City of Sheboygan.

4. Defendant Shoreline Metro is a domestic company with its principal place of business located in Sheboygan County at 608 S. Commerce Street, Sheboygan, Wisconsin.

5. Upon information and belief, defendant Scott Wilke is an adult resident of Sheboygan County, residing at N 6401 County Road M, Sheboygan Falls, Wisconsin.

6. Upon information and belief, Shoreline Metro is wholly owned by The City of Sheboygan.

7. Upon information and belief, Shoreline Metro is wholly operated by the City of Sheboygan.

8. Upon information and belief, at all times material, hereto, there was in full force and effect one or more policies of liability insurance issued by Transit Mutual to or covering the City of Sheboygan. Transit Mutual agreed to indemnify the City of Sheboygan with respect to any and all liability or damages suffered by a third person as a result of the negligent operation of Shoreline Metro busses. Therefore, Transit Mutual is a proper party to this action.

9. Munoz provided the City of Sheboygan proper notice of claim on or about March 10, 2014 as required by Wis. Stat. § 893.80.

10. The City of Sheboygan did not respond to Munoz's notice of claim.

**FIRST CLAIM FOR RELIEF – NEGLIGENCE OF SCOTT WILKE**

11. Munoz incorporates as if fully set forth herein all of the preceding allegations of the Complaint contained in paragraphs 1 through 10.

12. On or about December 11, 2013, at between approximately 4:00 and 5:00 p.m., Munoz was traveling by bus (the Bus) via Shoreline Metro.

13. Upon information and belief, at that same time and place, Scott Wilke was operating the Bus.

14. Upon information and belief, Scott Wilke caused the Bus to come to an abrupt stop.

15. Upon information and belief, Scott Wilke was negligent in the operation of the Bus as to speed, lookout, management, and control.

16. As a direct and proximate result of the negligent acts and omissions on the part of Scott Wilke, Munoz sustained injuries to her person, some of which may be permanent, resulting in past and future medical and related expenses and past and future pain, suffering, and disability.

**SECOND CLAIM FOR RELIEF – RESPONDEAT SUPERIOR**

17. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 16.

18. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of Shoreline Metro.

19. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of Shoreline Metro to operate the Bus.

20. The driver of the Bus's, who upon information and relief was Scott Wilke, actions driving the Bus on or about December 11, 2013, were within the scope of his employment.

21. Shoreline Metro is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

### **THIRD CLAIM FOR RELIEF – RESPONDEAT SUPERIOR**

22. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 21.

23. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of the City of Sheboygan.

24. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of the City of Sheboygan to operate the Bus.

25. The driver of the Bus's, who upon information and relief Scott Wilke, actions driving the Bus on was or about December 11, 2013, were within the scope of his employment.

26. The City of Sheboygan is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

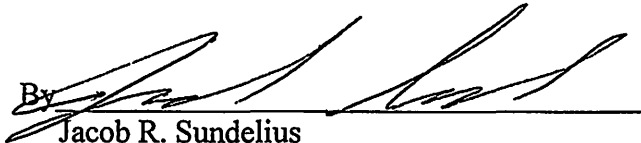
WHEREFORE, Plaintiff Coretta Munoz demands judgment against Defendants City of Sheboygan, Transit Mutual Insurance Corporation of Wisconsin, Shoreline Metro, and Scott Wilke as follows:

- A. Damages to be determined by the trier of fact;
- B. The costs and disbursements of this action; and
- C. For such other and further relief as the court deems just and equitable.

**PLAINTIFFS HEREIN DEMAND TRIAL BY A 12-PERSON JURY.**

Dated this 9<sup>th</sup> day of January, 2014.

ROHDE DALES LLP

By   
Jacob R. Sundelius  
An Associate at the Firm  
State Bar No. 1096476  
Attorneys for Plaintiffs

P.O. Address:  
607 North 8<sup>th</sup> Street, Ste. 700  
Sheboygan, WI 53081-4513  
Telephone (920) 458-5501  
Facsimile (920) 458-5874

**VI**

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO FILE

6.6

R. C. No. 359 - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred R. O. No. 287-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Gayle Sebald et al.; recommends that the document be referred to Finance of the new Common Council.

*Finance of  
the new Council*

*[Signature]*

*Julie Kath*

*[Signature]*

Committee

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

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

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

II

4.5

R. O. No. 287 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank,  
N.A. v Gayle Sebald et al.

Finance  
new

Susan Richards  
City Clerk



STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

SHEBOYGAN COUNTY

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

Plaintiff

CIRCUIT COURT BRANCH #4  
TERENCE T BOURKE  
615 N SIXTH STREET  
SHEBOYGAN WI 53081

SUMMONS

Case No. **15CV0142**

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF GAYLE S.  
SEBALD  
4425 PRIMROSE CT., APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF CITY  
DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

**SUMMONS**

THE STATE OF WISCONSIN

To each person named above as Defendant:

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

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in

Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

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

And to plaintiff's attorneys, whose address is:

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

You may have an attorney help or represent you.

If you do not provide an Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by the law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated: March 9, 2015

*Cord J. Harris*

---

**Cord J. Harris  
State Bar No. 1096301  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889**

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

Plaintiff

COMPLAINT

Case No. **15CV0142**

Vs.

Case Code No. 30404

GAYLE S. SEBALD  
4425 PRIMROSE CT. APT. T106  
SHEBOYGAN, WI 53081

UNKNOWN SPOUSE OF GAYLE S.  
SEBALD  
4425 PRIMROSE CT. APT T106  
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS OF  
2022 N. 8TH STREET  
SHEBOYGAN, WI 53081

THE CITY OF SHEBOYGAN,  
WISCONSIN DEPARTMENT OF CITY  
DEVELOPMENT  
807 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendant

CLERK CIRCUIT COURT  
FILED  
2015 MAR 10 P 2:44  
SHEBOYGAN, WISCONSIN

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

1. That Plaintiff is the current holder of a certain note and mortgage on real estate located in Sheboygan County, Wisconsin, true copies of which are attached hereto as Exhibits A and B and incorporated by reference.
2. That Gayle S. Sebald is an adult who executed a mortgage that is the subject of this foreclosure action against the property located at 2022 N. 8th St., Sheboygan, WI 53081 and shall hereinafter be referred to as mortgagor defendant.
3. That the mortgaged real estate is presently owned by Gayle S. Sebald.
4. That an UNKNOWN SPOUSE of Gayle S. Sebald may claim an interest in and to the subject real estate by virtue of his/her marriage to Gayle S. Sebald; that the interest of

said defendant in and to the said real estate is subject and subordinate to the lien of plaintiff's real estate mortgage.

5. On or about June 22, 2009, for value received Gayle S. Sebald executed and delivered to Wells Fargo Bank, N.A.; a note in writing dated that date and thereby promised to pay the principal balance of SIXTY-ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$61,300.00) plus interest payable in accordance with the terms and provisions of said Note. Plaintiff is the current holder of said note.
6. That to secure the indebtedness referred to in the preceding paragraph, the mortgagor defendant duly executed a mortgage to Wells Fargo Bank, N.A., which mortgage was dated on June 22, 2009 and recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on June 26, 2009 as Document Number 1881562. Plaintiff is the current holder of said mortgage.
7. The mortgagor defendant failed to comply with the terms of the note and mortgage by failing to pay past due monthly installments payments for June 1, 2014 to the present, and there is now due and owing to Plaintiff the principal sum of \$56,574.80, plus interest, late charges and other charges that may vary from day to day, and therefore, the total amount due to the Plaintiff is not calculated herein.
8. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
9. The property consists of real property other than a one to four unit family residence that is owner occupied as defined by Section 846.103 of the Wisconsin statutes commonly known as 2022 N. 8th St., Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

LOT TWELVE (12) BLOCK THREE (3), ASSESSMENT SUBDIVISION  
NUMBER TEN (10) IN THE CITY OF SHEBOYGAN, SHEBOYGAN  
COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT  
THEREOF.

TAX KEY NO: 59281701770

10. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any

deficiency which may remain due the Plaintiff after the sale of the mortgaged premises against the defendant and consents that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

11. Current occupants of 2022 N. 8th Street, Sheboygan, WI 53081 are named as party defendants in order to extinguish any possessory interest or other interest that said defendants may claim in or to the mortgaged property.
12. The City of Sheboygan Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a junior mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to The City of Sheboygan Department of City Development, for \$6,412.00 dated July 1, 1996 and recorded on July 3, 1996 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1454786, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage by virtue of a Subordination executed by City of Sheboygan Department of City Development, recorded June 26, 2009 as Document No. 1881563, and said interest is sought to be terminated in this foreclosure action.
13. The City of Sheboygan, Wisconsin Department of City Development is a defendant in this action by virtue of an interest in the subject real estate by reason of a Mortgage, and the Terms and Conditions thereof, from Gayle S. Sebald, to the City of Sheboygan, Wisconsin, Department of City Development, for \$6,987.00 dated July 30, 2002 and recorded on September 13, 2002 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1648954, and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage virtue of a Subordination Agreement instrument executed by City of Sheboygan Department of City Development dated June 10, 2009 and recorded June 26, 2009 as Document No. 1881564, and said interest is sought to be terminated in this foreclosure action.
14. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.103 of the Wisconsin Statutes which calls for a three (3) month period of redemption, or in the event there is a finding of abandonment, Plaintiff demands a two (2) month redemption period. In the event the subject property is determined to be owner-occupied pursuant to section 846.101 of the Wisconsin Statutes, Plaintiff demands a six (6) month redemption period.
2. For amounts due the Plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;
3. That the defendant and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;
4. That the interests of other defendants be adjudged subordinate to Plaintiff's mortgage.
5. That the mortgagor defendant or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
6. That the Plaintiff have such other and further relief as may be just and equitable.

DATE: March 9, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

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

Cord J. Harris  
Attorney for Plaintiff  
Johnson, Blumberg, & Associates, LLC  
633 W. Wisconsin Avenue, Suite 408  
Milwaukee, Wisconsin 53203  
Ph. 312-541-9710  
Fax 312-541-9711  
JB&A #WI 15 9889

**VI**

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

Your Committee to whom was referred R. O. No. 9-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Johnson Bank vs. Jeffrey M. Leisner et al.; recommends that the document be placed on file.

*Consent*

_____	_____
_____	_____
_____	_____
	Committee

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

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

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

II

3.3

R. O. No. 9 - 15 - 16. By CITY CLERK. May 4, 2015.

Submitting a Summons and Complaint in the matter of Johnson Bank vs. Jeffrey M. Leisner et al.

Finance.  
file

*Russell Richards*

City Clerk



STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

**JOHNSON BANK**  
5901 Durand Avenue  
Racine, Wisconsin 53403,

Plaintiff,

vs.

**JEFFREY M. LEISMER**  
1721 North 1st Street  
Sheboygan, Wisconsin 53081,

**RENEE M. LEISMER**  
1817 North 5th Street  
Sheboygan, Wisconsin 53081,

and

**CITY OF SHEBOYGAN,  
DEPARTMENT OF CITY DEVELOPMENT**  
828 Center Avenue, Suite 104  
Sheboygan, Wisconsin 53081,

Defendants.

**SUMMONS**

Case No.: **15CV0232**

Case Code: 30404

Case Classification:  
Foreclosure of Mortgage

Process Server *Oliver*

Time *4:04 PM*

Address Served *828 Center Ave  
Sheboygan, WI 53081*

Person Served *City of Sheboygan  
Department of City Development*

*4.23.2015*

SHEBOYGAN COUNTY  
FILED

2015 APR 6 A 11:34

CLERK CIRCUIT COURT

THE STATE OF WISCONSIN

To each person named above as Defendant:

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

Within Twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

Sheboygan County Courthouse  
615 North Sixth Street  
Sheboygan, Wisconsin 53081

and to Plaintiff's attorneys, who address is:

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C  
720 Clinton Street  
P.O. Box 766  
Waukesha, Wisconsin 53187-0766

You may have an attorney help or represent you.

If you do not provide a proper Answer within Twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment awarding money may become lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 15th day of April, 2015.

HIPPENMEYER, REILLY,  
MOODIE & BLUM, S.C.

By:



Lori J. Fabian  
Attorney for the Plaintiff,  
Johnson Bank  
State Bar No. 01045723

**JOHNSON BANK**  
5901 Durand Avenue  
Racine, Wisconsin 53403,

Plaintiff,

vs.

**JEFFREY M. LEISMER**  
1721 North 1st Street  
Sheboygan, Wisconsin 53081,

**RENEE M. LEISMER**  
1817 North 5th Street  
Sheboygan, Wisconsin 53081,

and

**CITY OF SHEBOYGAN,  
DEPARTMENT OF CITY DEVELOPMENT**  
828 Center Avenue, Suite 104  
Sheboygan, Wisconsin 53081,

Defendants.

---

**COMPLAINT**

Case No.: 15CV0232

Case Code: 30404

Case Classification:  
Foreclosure of Mortgage

CLERK CIRCUIT COURT  
FILED  
2015 APR 16 A 11:34  
SHEBOYGAN COUNTY  
WISCONSIN

NOW COMES the above-named Plaintiff, JOHNSON BANK, by its attorneys, HIPPENMEYER, REILLY, MOODIE & BLUM, S.C., by Lori J. Fabian, and as and for a Complaint against the above-named Defendants, JEFFREY M. LEISMER, RENEE M. LEISMER and CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, alleges and shows to the Court as follows:

**PRELIMINARY ALLEGATIONS**

1. That the Plaintiff, JOHNSON BANK, is a Wisconsin banking corporation, duly organized and existing under the banking laws of the State of Wisconsin, with its principal offices located at 5901 Durand Avenue, Racine, Wisconsin, 53403. That the Plaintiff,

JOHNSON BANK, is engaged in the banking business including offering and providing home mortgages.

2. That the Defendant, JEFFREY M. LEISMER, is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1721 North 1st Street, Sheboygan, Wisconsin 53081, and is an owner of the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53083, which is the subject of this action.

3. That the Defendant, RENEE M. LEISMER, is, upon information and belief, an adult resident of the State of Wisconsin, residing at 1817 North 5th Street, Sheboygan, Wisconsin 53081. The Defendant, RENEE M. LEISMER, executed the mortgage for the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53083 and is also an owner of said property, which is the subject of this action.

4. That the Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is, upon information and belief, a city government entity, and existing under the laws of the State of Wisconsin, having its principal place of business at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081. That, upon information and belief, the Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a proper party named herein as CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT may have an interest in this action as the result of a Mortgage from Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, to Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, dated October 15, 2013, and recorded October 23, 2013, as Document No. 1977944, in the amount of \$14,090.00.

5. That the Defendant, JEFFREY M. LEISMER, is obligated by a Mortgage and a Note on the property located at 1817 North 5th Street, Sheboygan, Wisconsin 53081, upon

which the Plaintiff, JOHNSON BANK, bases its claim. Said Mortgage and Note are described as follows:

Date of Execution of Mortgage and Note: March 15, 2013

Mortgage Recorded:

Date: April 1, 2013  
County: Sheboygan County  
Document Number: 1965548

That attached hereto, made a part hereof, and marked as Exhibits "A" and "B" respectfully, are true and correct copies of the Mortgage and Note.

6. That the Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, are obligated by a second Mortgage, dated November 1, 2007, to the Plaintiff, JOHNSON BANK, in the amount of \$14,600.00. Said second Mortgage was recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on November 2, 2007, as Document Number 1839077. The Plaintiff, JOHNSON BANK, reserves the right to any surplus after Sheriff Sale for this second Mortgage.

7. That the Defendant, JEFFREY M. LEISMER, has failed to make monthly installment payments toward the Note in the amount of \$632.26 since December 1, 2014.

8. That the total amount due to the Plaintiff, JOHNSON BANK, from the Defendant, JEFFREY M. LEISMER, computed as of the 7th day of April, 2015, is the following:

Principal:	\$136,334.15
Interest:	\$ 2,066.65
Late Charges:	\$ 126.44
<u>Property Inspections:</u>	<u>\$ 15.00</u>
Total Due:	\$138,542.24

That interest is also due from April 7, 2015 forward.

That in the event the Plaintiff, JOHNSON BANK, is the purchaser at Sheriff's sale, any funds advanced by the Plaintiff, JOHNSON BANK, shall be determined at confirmation to be due to the Plaintiff.

9. That the Defendant, JEFFREY M. LEISMER, duly executed the Mortgage and Note for valuable consideration. That the Plaintiff, JOHNSON BANK, is the lawful owner of the Mortgage and Note. That the Defendant, JEFFREY M. LEISMER, breached the terms and provisions of the Mortgage and Note by failing to make payments as called for therein. Accordingly, the Plaintiff, JOHNSON BANK, has exercised its option to declare the whole of principal and interest due and payable forthwith, notice of the exercise of such option being expressively waived in the Note.

10. That the property subject to the Mortgage must be sold as a whole for the best interests of all parties.

#### CAUSE OF ACTION

11. The Plaintiff, JOHNSON BANK, realleges and incorporates by reference as if more fully set forth herein all of the previous statements contained in Paragraphs One (1) through Ten (10) of the Preliminary Allegations.

12. That the Mortgage as executed by the Defendants, JEFFREY M. LEISMER and RENEE M. LEISMER, on March 15, 2013 was executed upon the express condition that if the Defendant, JEFFREY M. LEISMER, should pay or cause to be paid to the Plaintiff or its assigns, the sum called for in the Note as executed by the Defendant, JEFFREY M. LEISMER, with interest thereon, according to the terms and conditions of said Note and Mortgage as described above and attached hereto, then said Mortgage was to be null and void and satisfied, otherwise it was to remain in full force and effect.

13. That, among other things, it was provided in and by said Mortgage that the Defendant, JEFFREY M. LEISMER, would pay the sum of money above-specified and the interest thereon at the time and in the manner above-recited and as set forth in said Note and Mortgage.

14. That the Defendant, JEFFREY M. LEISMER, has defaulted on said obligations by failing to make the payments due and owing, in a timely manner.

15. That the Defendant, JEFFREY M. LEISMER, is in default under the terms and conditions of the Mortgage (Exhibit "A") and Note (Exhibit "B") and therefore, Plaintiff has the right to accelerate all amounts due and owing and require that the entire principal balance be paid by the Defendant, JEFFREY M. LEISMER.

16. That the Plaintiff, is, and has been, the lawful owner and holder of said Note and Mortgage, and the Plaintiff has not sold or assigned the same.

17. That the Defendant, JEFFREY M. LEISMER, has failed to comply with the terms and conditions of the aforesaid Note and Mortgage by failing and neglecting to make timely payments as called for therein.

18. That by reason of the aforesaid default, Plaintiff has exercised the option as provided for in the Note and Mortgage to declare the whole of the principal and interest thereof due and payable forthwith.

19. That no proceedings have been had at law or otherwise for the recovery of the sum secured by said Note and Mortgage, and that no part thereof has been paid or collected except as set forth therein.

20. That the Plaintiff herein requests the sale of the subject premises pursuant to Section 846.101, Stats. (2011-2012). The premises currently consist of a single-family residential property, which is owner occupied.

21. That the Plaintiff expressly waives judgment for any deficiency against the Defendant, JEFFREY M. LEISMER, if any, after said sale of the subject premises.

22. That the Plaintiff, Johnson Bank, asserts a claim for any surplus to their interest in the second Mortgage and Note as a result of this foreclosure action.

**WHEREFORE**, the Plaintiff, JOHNSON BANK, prays for judgment as follows:

1. Judgment, foreclosure and sale of said mortgaged premises as provided by law.
2. That all amounts due and owing the Plaintiff for principal, interest, taxes, costs, disbursements and actual attorneys fees be adjudged and determined, as well as the amount of any and all persons claiming under them or either of them may be barred and foreclosed of all right, claim, lien, and equity of redemption in and to said premises except to the right to redeem the same before sale as may be sufficient to pay the amounts due upon said Note and Mortgage, and be adjudged to be sold, unless redeemed within the time and within the manner provided by law.
3. That the Plaintiff be paid all amounts due and owing on said Mortgage and Note with interest to the time of such payment, together with all costs and disbursements of this action and actual attorneys fees, with interest on the same as allowed by law, and such additional amounts as the Plaintiff may advance or have advanced for payment of taxes and insurance upon said premises, with interest on the same as allowed by law, out of the proceeds of such sale so far as the monies arising out of such sale and proceeds applicable thereto will pay the same.



4. For such other and further relief as provided by law in such cases as may be just, fair and equitable as determined by the Court.

Dated this 15th day of April, 2015.

HIPPENMEYER, REILLY,  
MOODIE & BLUM, S.C.

By:



Lori J. Fabian  
Attorney for the Plaintiff,  
Johnson Bank  
State Bar No. 01045723



# MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS  
JOHNSON BANK

P.O. BOX 248  
RACINE, WI 53401-0248  
800-661-2446

PARCEL IDENTIFIER NUMBER  
59281006570

**1965548**  
**SHEBOYGAN COUNTY, WI**  
RECORDED ON  
**04/01/2013 12:49 PM**  
**ELLEN R. SCHLEICHER**  
**REGISTER OF DEEDS**  
**RECORDING FEE: 30.00**  
**EXEMPTION #**  
Cashier ID: 9  
**PAGES: 15**

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## DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated MARCH 15TH, 2013 together with all Riders to this document.

(B) "Borrower" is JEFFREY M LEISMER AND RENEE M LEISMER, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is JOHNSON BANK

Lender is a WISCONSIN CORPORATION  
organized and existing under the laws of THE STATE OF WISCONSIN

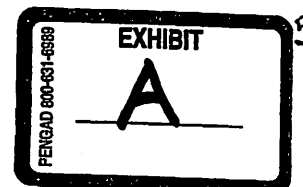
WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

Wolters Kluwer Financial Services  
VMP®-S(WI) (0811)

Page 1 of 15

Initials: \_\_\_\_\_



Lender's address is P.O. BOX 248, RACINE, WI 53401-0248

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MARCH 15TH, 2013

The Note states that Borrower owes Lender ONE HUNDRED FORTY THOUSAND EIGHT HUNDRED AND NO/100. Dollars

(U.S. \$ 140,800.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1ST, 2043

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appellable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY

of

SHEBOYGAN

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 3, BLOCK 2, BRAASCH'S ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

which currently has the address of

1817 N 5TH ST

[Street]

SHEBOYGAN

[City], Wisconsin

53081

[Zip Code]

("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

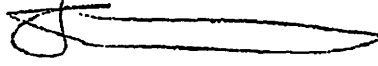
**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and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

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

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

Witnesses:

\_\_\_\_\_

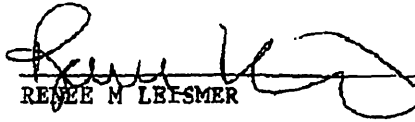


JEFFREY M LEISMER

(Seal)

-Borrower

\_\_\_\_\_



RENEE M LEISMER

(Seal)

-Borrower

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

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

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

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

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

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

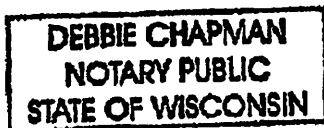
STATE OF WISCONSIN, SHEBOYGAN

County ss:

The foregoing instrument was acknowledged before me this MARCH 15TH, 2013  
by JEFFREY M LEISMER AND RENEE M LEISMER

My Commission Expires:

APRIL 17, 2016



Debbie Chapman  
Notary Public, State of Wisconsin *Debbie Chapman*

This instrument was prepared by  
JOHNSON BANK/SANDY RADTKE



# NOTE

LOAN #: 3290107048

MARCH 15TH, 2013  
[Date]

KOHLER  
[City]

WISCONSIN  
[State]

1817 N 5TH 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. \$ 140,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is JOHNSON BANK

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.500 %.

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

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on MAY 1ST, 2013. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on APRIL 1ST, 2043, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 248, RACINE, WI 53401-0248 or at a different place if required by the Note Holder.

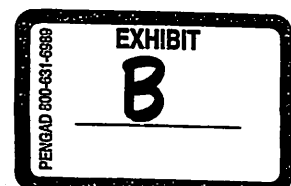
### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 632.26

## 4. BORROWER'S RIGHT TO PREPAY

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

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



## 5. LOAN CHARGES

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

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

### (A) Late Charge for Overdue Payments

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

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

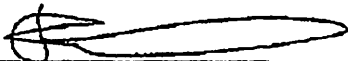
**10. UNIFORM SECURED NOTE**

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

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

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

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

 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
JEFFREY M. LEISMER -Borrower -Borrower

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

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.


[Sign Original Only]

Pay To The Order Of

Without Recourse

This \_\_\_\_\_ Day Of \_\_\_\_\_ 20\_\_

Johnson Bank



Jeffrey J. Torres, Vice President

Sheboygan County Courthouse  
615 North Sixth Street  
Sheboygan Wisconsin  
53081

Sheboygan County  
Foreclosure Mediation Program  
*Finding Solutions*

## Notice of Availability of Mediation

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

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

### ***To Request a Mediation Conference:***

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

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

A Mediation Request is not a response to the Summons.

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

### What happens after you apply for Mediation?

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

3. Have you started a Bankruptcy action that is still ongoing? \_\_\_\_Yes \_\_\_\_No

4. Have you met with a housing counselor? \_\_\_\_Yes \_\_\_\_No

If yes, with whom have you met? \_\_\_\_\_

5. What is your monthly income from all sources? \_\_\_\_\_

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

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

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

\_\_\_\_ Injury or illness

\_\_\_\_ Adjustable interest Rate / Balloon

\_\_\_\_ Loss of Employment

\_\_\_\_ Expenses exceed income

Other: \_\_\_\_\_

\_\_\_\_\_

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

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

9. If English is not your primary language, do you need an interpreter? \_\_\_\_Yes \_\_\_\_No

What language? \_\_\_\_\_

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

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

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

**VI**

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

Your Committee to whom was referred R. O. No. 26-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Ocwen Loan Servicing, LLC vs. Linda C. Castro et al.; recommends that the document be placed on file.

*Consent*

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

Committee

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

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

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

II

3.5

R. O. No. 26 - 15 - 16. By CITY CLERK. May 18, 2015.

Submitting a Summons and Complaint in the matter of Ocwen Loan Servicing, LLC vs. Linda C. Castro et al.

*Finance*  
*File*

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

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Ocwen Loan Servicing, LLC  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

Plaintiff,

vs.

Linda C. Castro  
1604 S 4th St  
Milwaukee, WI 53204-2911

John Doe Castro  
1604 S 4th St  
Milwaukee, WI 53204-2911

Partners for Community Development, Inc.  
1407 S 13th St  
Sheboygan, WI 53081-5247

City of Sheboygan  
828 Center Ave Ste 302  
Sheboygan, WI 53081-4442

TD Bank USA  
525 Washington Blvd Fl 4  
Jersey City, NJ 07310-1606

Defendants.

SUMMONS

Case No.

15CV0261

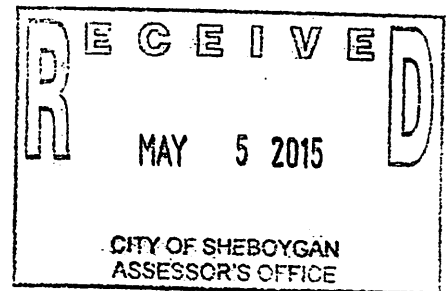
Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

CIRCUIT COURT BRANCH #4  
TERENCE T BOURKE  
315 N SIXTH STREET  
SHEBOYGAN WI 53081

CLERK CIRCUIT COURT  
FILED  
2015 APR 27 P 3:54  
SHEBOYGAN COUNTY  
WISCONSIN



THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

*Mull Wachter*  
5-5-15 3:58pm



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 23rd day of April, 2015.

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

By: 

Steven E. Zablocki  
State Bar No. 1027190  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
063400F01

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.

Ocwen Loan Servicing, LLC  
1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409

## COMPLAINT

Plaintiff,

Case No.

15CV0261

vs.

Case Code 30404

Linda C. Castro  
1604 S 4th St  
Milwaukee, WI 53204-2911

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

John Doe Castro  
1604 S 4th St  
Milwaukee, WI 53204-2911

Partners for Community Development, Inc.  
1407 S 13th St  
Sheboygan, WI 53081-5247

City of Sheboygan  
828 Center Ave Ste 302  
Sheboygan, WI 53081-4442

TD Bank USA  
525 Washington Blvd Fl 4  
Jersey City, NJ 07310-1606

Defendants.

CLERK CIRCUIT COURT  
FILED  
2015 APR 27 P 3:59  
SHEBOYGAN COUNTY  
WISCONSIN

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

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

2. The mortgaged real estate is owned of record by Linda C. Castro.

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 \$64,803.79 together with interest from the 1st day of October, 2014.

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

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

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

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

9. That John Doe Castro has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Linda C. Castro.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

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

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

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

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

Dated this 23rd day of April, 2015.

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

By: 

Steven E. Zablocki  
State Bar No. 1027190  
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.

[REDACTED]  
Wisconsin

## NOTE

February 16, 2011  
[Date]

2515 SOUTH 7TH STREET, SHEBOYGAN, WI 53081  
[Property Address]

### 1. PARTIES

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

and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Seventy Nine Thousand One Hundred Eighty Four And No/1000ths

Dollars (U.S. \$ 79,184.00 \*\*\*), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Four And 500/1000ths percent ( 4.500 %) per year until the full amount of principal has been paid.

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

### 3. PROMISE TO PAY SECURED

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

### 4. MANNER OF PAYMENT

#### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on April 1, 2011. Any principal and interest remaining on the first day of March, 2026, will be due on that date, which is called the "Maturity Date."

#### (B) Place

Payment shall be made at P.O. Box 674241, Dallas, TX 75267-4241 or at such place as Lender may designate in writing by notice to Borrower.

#### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 605.75 \*\*\*. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FHA Wisconsin Fixed Rate Note - 10/95

VMP-1R(WI) (0404)

VMP Mortgage Solutions, Inc. (800)521-7291

Page 1 of 3

Initials: 

[REDACTED]  
Date: 02/23/2011

[REDACTED]  
CASTRO L 4

EXHIBIT A

(D) Allonge to this Note for payment adjustments

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

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

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

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

**6. BORROWER'S FAILURE TO PAY**

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of Four And No/1000ths percent ( 4.000 %) of the overdue amount of each payment.

(B) Default

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

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

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

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this

Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

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

Linda C. Castro (Seal)  
LINDA C. CASTRO -Borrower

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

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

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

Pay to the order of

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

~~Without Recourse:~~ (Seal)  
DSU  
Donna Valerius, Authorized Officer  
GMAC Mortgage, LLC f/k/a  
GMAC Mortgage Corporation

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

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

Pay to the order of  
GMAC Mortgage, LLC

Without Recourse:

[Sign Original Only]

Helen Miller  
Helen Miller, Assistant Secretary  
Ally Bank f/k/a GMAC Bank

PAY TO THE ORDER OF **Ally Bank f/k/a GMAC Bank**

WITHOUT RECOURSE  
AMERICAN HOMEKEY, INC.

By: Kathy Shadle  
Printed Name: Exec. Vice President  
Title: \_\_\_\_\_

[REDACTED]



8 0 1 7 2 1 8  
Tx:4009628

# MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS  
AMERICAHOMEKEY, INC.

P.O. Box 191708  
Dallas, TX 75219

1921245  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
03/14/2011 3:00 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
EXEMPTION #  
Cashier ID: 9  
PAGES: 9

PARCEL IDENTIFIER NUMBER  
59281310760

[REDACTED] [Space Above This Line For Recording Data] [REDACTED]  
State of Wisconsin [REDACTED]  
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on February 16, 2011  
The Mortgagor is LINDA C. CASTRO, A SINGLE PERSON

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

AMERICAHOMEKEY, INC.

("Lender") is organized and existing under the laws of the State of Texas, and has an address of 3838 Oak Lawn, Suite 1050, Dallas, TX 75219

Borrower owes Lender the principal sum of  
Seventy Nine Thousand One Hundred Eighty Four And No/1000ths

Dollars (U.S. \$ 79,184.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2026

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and

FHA Wisconsin Mortgage with MERS - 4/96

Wolters Kluwer Financial Services

VMP®-4N(WI) (0305) 01

Page 1 of 9

Amended 2/01

Initials:

[Signature]

[REDACTED]

EXHIBIT B

Q



assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in  
SHEBOYGAN County, Wisconsin:  
LOT 39 AND THE S1/2 OF LOT 40, BLOCK 10, LAKE VIEW PARK SUBDIVISION, ACCORDING  
TO THE RECORDED PLAT THEREOF, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY,  
WISCONSIN.

which has the address of 2515 SOUTH 7TH STREET (Street)  
SHEBOYGAN (City), Wisconsin 53081 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

LC

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and


Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

Initials 

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.


9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

Initials 

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

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

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

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

Initialed 

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

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

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

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

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

☐ Condominium Rider  
☐ Planned Unit Development Rider

☐ Growing Equity Rider  
☐ Graduated Payment Rider

☐ Other [specify]

YC

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

Witnesses:

\_\_\_\_\_

  
LINDA C. CASTRO (Seal)  
-Borrower

\_\_\_\_\_

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

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

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

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

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

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

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

STATE OF WISCONSIN,

County ss:

The foregoing instrument was acknowledged before me this 2-16-11  
by LINDA C. CASTRO

My Commission Expires:

7-15-12

Hollie R. O'Neil

Notary Public, State of Wisconsin

HOLLIE R. O'NEIL  
NOTARY PUBLIC  
STATE OF WISCONSIN

This instrument was prepared by:  
AMERICAHOMEKEY, INC.  
3838 Oak Lawn, Suite 1050  
Dallas, TX 75219

**EXHIBIT B**



# FORECLOSURE INFORMATION REPORT

Printed on: 03/19/2015

Altisource®

File No: FHT1503-WI-2492524

Search Effective Date: March 10, 2015 8:00AM

Report Prepared For: Gray & Associates

Property Address: 2515 South 7th Street, Sheboygan, WI 53081

Title is Vested in: Linda C. Castro, a single person

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## Subject Mortgage:

1. Mortgage from Linda C. Castro, a single person to MERS, Inc. as nominee for AmericaHomeKey, Inc dated February 16, 2011, recorded March 14, 2011, in (instrument) 1921245, in the amount of \$79,184.00, Sheboygan County, Wisconsin.

## Other Mortgage(s):

1. Real Estate mortgage subordinate agreement recorded as on 03/14/2011 with instrument no. 1921246, Sheboygan County, Wisconsin.
2. Real Estate mortgage subordinate agreement recorded as on 03/14/2011 with instrument no. 1921247, Sheboygan County, Wisconsin.

Partners for Community Development Inc.

City of Sheboygan

---

## Liens/Judgments and Other Encumbrances:

### Direct Match(s):

1. Judgment in favor of TD Bank USA against Linda C. Castro, dated October 14, 2014, in the amount of \$1,638.70 plus costs and interest, if any, being Case No. 2014SC002115, Sheboygan County, Wisconsin.

### Indirect Match(s):

1. N/A

---

## Home Owner Association:

No HOA found in scope of search.

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## Other Matters of Record(s):

Affidavit on interest in property recorded as on 08/13/2008 with instrument no. 1858798

Affidavit of correction recorded as on 04/01/2011 with instrument no. 1922198

Termination of decedent's property interest recorded as on 11/13/2006 with instrument no. 1812976

Affidavit on interest in property recorded as on 08/13/2008 with instrument no. 1858799

Please find the attached probate document of Estate of Arnold H. Althen with case no. 2006JT000119

Vesting Deed contains additional information about Easement and restriction however which is not available in Subject mortgage Legal Description.

Please find the attached Plat map.

2014 Taxes are paid in full.

**LIEN REPORT**

**RECEIVED**  
MAR 19 2015

**GRAY & ASSOCIATE**

II

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO FILE

4.3

R. O. No. 63 - 15 - 16. By CITY CLERK. July 6, 2015.

Submitting a Summons and Complaint in the matter of Harbour Portfolio VII, LP v Dan McCranie et al.

---

City Clerk

Finance

48



22

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

HARBOUR PORTFOLIO VII, LP,  
P.O. BOX 1996  
IRMO, SC 29063

Plaintiff,

vs.

DAN MCCRANIE,  
1006 CLARA AVENUE  
SHEBOYGAN, WI 53081

SUMMONS

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

Case No.

15CV0375

JANE DOE MCCRANIE, possible  
current spouse of Dan McCranie,  
1006 CLARA AVENUE  
SHEBOYGAN, WI 53081

SHEBOYGAN INTERNAL MEDICINE ASSOCIATION,  
2920 SUPERIOR AVENUE  
SHEBOYGAN, WI 53081

MARSHO FAMILY MEDICAL GROUP,  
1703 N. TAYLOR DRIVE  
SHEBOYGAN, WI 53081

ORANGE CROSS AMBULANCE,  
1919 ASHLAND AVENUE  
SHEBOYGAN, WI 53081

SHEBOYGAN ORTHOPAEDIC ASSOCIATION SC,  
2920 SUPERIOR AVENUE  
SHEBOYGAN, WI 53081

ANESTHESIOLOGY ASSOCIATES LTD,  
225 S. EXECUTIVE DRIVE  
BROOKFIELD, WI 53005

FRANCES LUBOTSKY,  
7933 SAUK TRAIL ROAD  
SHEBOYGAN, WI 53081

STATE OF WISCONSIN  
c/o Attorney General  
115 EAST STATE CAPITOL  
MADISON, WI 53702

ST. NICHOLAS HOSPITAL,  
1601 N. TAYLOR DRIVE  
SHEBOYGAN, WI 53081

Process Server

Date 6/23/15 Time 12:05 A.M. (P.M.)

Served Upon Myroslawa Debjani

828 Centre Avenue Sheboygan

( ) Personal

( ) Posted

( ) Substitute

(x) Corporate

FILED  
JUN 23 AM 11:45  
CLERK CIRCUIT COURT  
SHEBOYGAN, WISCONSIN

CITY OF SHEBOYGAN,  
828 CENTER AVENUE  
SHEBOYGAN, WI 53081

Defendants.

FORECLOSURE OF LAND CONTRACT 3 0404

THE STATE OF WISCONSIN to the persons named above as defendants:

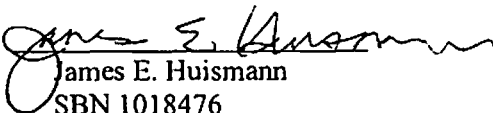
You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin), 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 any Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 N. Sixth Street, Sheboygan, WI 53081 and to plaintiff's attorney, Law Offices of James E. Huismann, S.C., N14 W23777 Stone Ridge Drive, Suite 120, Waukesha Wisconsin 53188. You may have an attorney help to represent you.

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

Dated: June 22, 2015

LAW OFFICES OF JAMES E. HUISMANN, S.C.  
Attorneys for Plaintiff

By:   
James E. Huismann  
SBN 1018476

Address:

N14 W23777 Stone Ridge Drive, Suite 120  
Waukesha, WI 53188  
Phone: (262) 523-6400

Law Offices of James E. Huismann, S.C. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

**HARBOUR PORTFOLIO VII, LP,**

Plaintiff,

**COMPLAINT**

vs.

Case No.

**15CV0375**

**DAN MCCRANIE,**

**JANE DOE MCCRANIE, possible**

**current spouse of Dan McCranie,**

**SHEBOYGAN INTERNAL MEDICINE ASSOCIATION,**

**MARSHO FAMILY MEDICAL GROUP,**

**ORANGE CROSS AMBULANCE,**

**SHEBOYGAN ORTHOPAEDIC ASSOCIATION SC,**

**ANESTHESIOLOGY ASSOCIATES LTD,**

**FRANCES LUBOTSKY,**

**STATE OF WISCONSIN,**

**ST. NICHOLAS HOSPITAL,**

**CITY OF SHEBOYGAN,**

Defendants.

FORECLOSURE OF LAND CONTRACT 30404

CLERK CIRCUIT COURT  
FILED  
JAN 23 A 11:45  
SHEBOYGAN COUNTY  
WISCONSIN

Plaintiff, by its attorneys, LAW OFFICES OF JAMES E. HUISMANN, S.C., as a complaint against the defendants, alleges, and shows to the court as follows:

1. The plaintiff is the vendor under a certain land contract for the sale of real estate located in Sheboygan County, a true copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2. The defendant, Dan McCranie, is a vendee under said contract which is for property located at 1006 Clara Avenue, Sheboygan, WI 53081.

3. That Jane Doe has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Dan McCranie.

4. The defendant, Sheboygan Internal Medicine Association, holds a judgment against the vendee, Dan A. McCranie, for \$329.32 in case 05SC3699 docketed on December 28, 2005. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

5. The defendant, Marsho Family Medical Group, holds a judgment against the vendee, Dan A. McCranie, for \$271.60 in case 06SC830 docketed on May 4, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

6. The defendant, Orange Cross Ambulance, holds a judgment against the vendee, Dan A. McCranie, for \$239.21 in case 06SC1124 docketed on May 11, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

7. The defendant, Sheboygan Orthopaedic Association SC, holds a judgment against the

vendee, Dan A. McCranie, for \$3,863.53 in case 06SC1353 docketed on June 2, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

8. The defendant, Anesthesiology Associates Ltd., holds a judgment against the vendee, Daniel McCranie, for \$1,337.00 in case 06SC3074 docketed on November 2, 2006. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

9. The defendant, Frances Lubotsky, holds a judgment against the vendee, Dan McCranie, for \$11,566.48 in case 10SC597 docketed on June 23, 2010. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

10. The defendant, State of Wisconsin, holds Delinquent State Tax Liens against the vendee, Dan A. McCranie, in the amount of \$3,385.86 in case 14TW01, Warrant No. 59-11935288 docketed on January 9, 2014, Delinquent State Tax Lien in the amount of \$4,891.19 in case 14TW04, Warrant No. 59-11951544 docketed on January 9, 2014, Delinquent State Tax Lien in the amount of \$2,623.20 in case 14TW124, Warrant No. 59-11946701 docketed June 16, 2014, Delinquent State Tax Lien in the amount of \$11,021.39 in case 15TW77, Warrant No. 59-11987574 docketed April 17, 2015, and Delinquent State Tax Lien in the amount of \$12,549.82 in case 15TW78, Warrant No. 59-12139652 docketed on April 17, 2015. The liens, if any, are subsequent and subordinate to the lien of the plaintiff's land contract.

11. The defendant, St. Nicholas Hospital, holds a judgment against the vendee, Dan A. McCranie, in the amount of \$950.48 in case 14SC2012 docketed on September 24, 2014. The lien, if any, is subsequent and subordinate to the lien of the plaintiff's land contract.

12. The defendant, City of Sheboygan, holds judgments against the vendee, Dan A. McCranie, in the amount of \$691.00 in case 15TJ90 docketed on April 27, 2015, judgment in the amount of \$691.00 in case 15TJ91 docketed on April 27, 2015, and judgment in the amount of \$632.00 in case 15TJ97 docketed on April 27, 2015. The liens, if any, are subsequent and subordinate to the lien of the plaintiff's land contract.

13. The defendant has failed to comply with the terms of the land contract by failing to make payments thereunder as required by said land contract. There is now due and owing to the plaintiff the principal sum of \$33,351.79 together with interest from January 2015.

14. The plaintiff has declared the land contract immediately due and payable by reason of these defaults and has directed that this foreclosure proceeding be instituted against the defendants and any person claiming interest in the property under them.

15. That no proceedings have been had at law or otherwise for the recovery of the sums due under said land contract except for this action, and all conditions precedent to the commencement of this action are satisfied.

WHEREFORE, the plaintiff demands judgment providing:

1. Foreclosure by sale of the interests of the defendants in the real estate which is the subject

of the land contract;

2. That the amounts due to the plaintiff from the defendants for principal, interest, taxes, insurance, costs of suit and attorney fees be determined;

3. A date upon which the defendants must tender the full amount due and owing under the land contract;

4. That in the event the defendants fail to fulfill their obligation by the date set by this court, the premises be sold for payment of the amount due to the plaintiff, together with costs, interest, and any advances made for the benefit and preservation of the premises;

5. That the interests of all defendants are subject to and subordinate to the claim of the plaintiff and shall be barred and foreclosed;

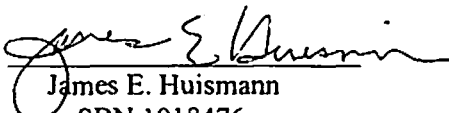
6. That the United States of America shall have 120 days after Confirmation of said foreclosure sale to redeem the property pursuant to Federal Law.

7. 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 premises;

8. Such other relief as the court deems just and equitable.

Dated: June 22, 2015

LAW OFFICES OF JAMES E. HUISMANN, S.C.  
Attorneys for Plaintiff

By:   
James E. Huismann  
SBN 1018476

Address:

N14 W23777 Stone Ridge Drive  
Suite 120  
Waukesha, WI 53188  
Phone: (262) 523-6400

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1976035  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
09/16/2013 1:22 PM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
TRANSFER FEE: 105.00  
EXEMPTION #  
Cashier ID: 9  
PAGES: 5

Return to:  
National Asset Mortgage  
4350 St. Andrews Road, Suite F.  
Columbia, SC 29210 ENJ

Prepared By:  
National Asset Mortgage  
4350 St. Andrews Road, Suite F  
Columbia, SC 29210

Contract Expiration : 09/01/2043  
If payments are made in accordance  
with the terms of this Agreement.

**AGREEMENT FOR DEED**  
(Land Contract)

Acct # [REDACTED]

**THIS AGREEMENT FOR DEED** is entered into on this 14th day of August, 2013 between Harbour Portfolio VII, LP hereafter known as the "Seller" and Dan McCranie hereafter known as the "Purchaser". Current Address: 719 Kentucky, Sheboygan, WI 53081

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 1006 CLARA AVE, in the County of Sheboygan, the city of SHEBOYGAN, the State of WI and further known and described as follows, to-wit:

**SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY**

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of Thirty Five Thousand Dollars and no/cents, (\$35,000.00) in the manner as follows: One Thousand Four Hundred Sixty Five Dollars and no/cents, (\$1,465.00);

**THIS DOWN PAYMENT IS NON-REFUNDABLE** MM (initial)

has been paid (prior to the release of this contract) on 08/14/2013 and the remaining Thirty Three Thousand Five Hundred Thirty Five Dollars and no cents (\$33,535.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of 9.9% per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. **AND TO PAY ALL TAXES, assessments or impositions that may be legally levied or imposed upon said land and improvements and/or personal property as of the date of this Agreement for Deed (Land Contract).**

4. **AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than Thirty Three Thousand Five Hundred Thirty Five Dollars and no/cents (\$33,535.00) during the term of this agreement.

5. **AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and *at the option of the Seller*, the seller can pay said taxes, insurance or

other assessments and add the payments made plus up to 50% of that payment as penalty to the principal balance due.

6. **THE SALE OF THE PROPERTY** (and the term "Property") shall include all buildings and improvements on the property and all rights, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, but no mineral interests.

**IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly "AS IS" condition without any condition disclosure statement.      (initial) and the Purchaser(s) are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months (4)**, and maintaining the property in good state of repairs during the term of this agreement. Purchaser(s) may request an extension from the Seller by contacting prior to the four months deadline. The purchaser(s) agrees to keep the premises neat and orderly and not conduct or allow to be conducted any illegal or offensive activities which might constitute a nuisance.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, or transfer of any ownership interest in this "Agreement" by Purchaser, this contract, at the option of the Seller, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore. And if agreement is placed with an attorney or other agent for collection by suit or otherwise due to default, Purchaser(s) will pay, on demand, any of said fees and related expenses that the Seller incurs.      (initial)

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph;      (initial)

9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment, in addition to any other agreed upon monthly assessments stated herein and the Purchaser acknowledges that the Seller can initiate an action to evict the Purchaser immediately. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of Sheboygan County, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

     (initial)

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to Two Hundred Ninety One Dollars and 82/100 Cents (\$291.82).

11. *IT IS MUTUALLY AGREED*, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. *At the option of the Seller, Purchaser* further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information. *And it is further understood that the Deed will exclude any and all mineral interests.* The purchaser also agrees that the seller has the right to sale his/her/their agreement or mortgage to another party.

**VENUE AND JURISDICTION:** *IN THE event that any suit or claim may arise concerning this contract or the obligation there under the suit or claim shall be brought in Lexington County, state of South Carolina, and the parties agree to waive any and all objections they or it may have to such venue or personal or subject matter jurisdiction or Forum non conveniens and agree further to be bound and governed by South Carolina law.*

**IN WITNESS WHEREOF**, the Parties to these present have hereunto set their hands and seals the day and year first written above.

(SELLERS' SIGNATURE)

Laurie Devansky  
Witness  
Print Name: Laurie Devansky

Lana Sellers  
Witness  
Print Name: Lana Sellers

Harbour Portfolio VII, LP

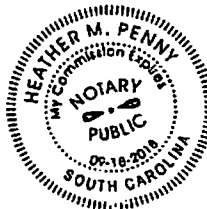
By: [Signature]  
David W. Campbell, Attorney-in-Fact

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF LEXINGTON         )

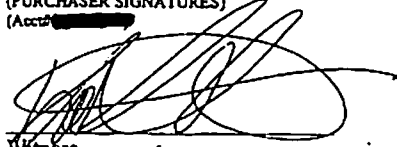
**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, do hereby certify that David W. Campbell, Attorney-in-Fact for Harbour Portfolio VII, LP, the seller, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this  
3<sup>rd</sup> day of September, 2013  
[Signature]  
Notary's Signature  
Notary Public for the State of South Carolina  
My Commission Expires: \_\_\_\_\_ (Seal)



(PURCHASER SIGNATURES)  
(Acct# [redacted])



Witness

Print Name: Kathryn J. Schneider



Dan McCranie



Witness

Print Name: Felicia Serano

(NOTARY SECTION)

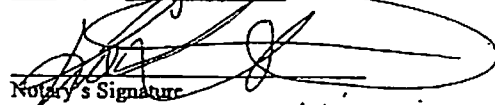
STATE OF Wisconsin )  
COUNTY OF Sheboygan )

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Dan McCranie, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this

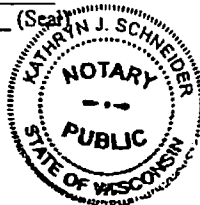
27 day of August, 2013



Notary's Signature

Notary Public for the State of Wisconsin

My Commission Expires: 01-19-14 (Seal)



## ATTACHMENT "A" - LEGAL DESCRIPTION

*THIS AGREEMENT* is secured by the property listed below between Harbour Portfolio VII, LP, and Dan McCranie:

Street Address: 1006 CLARA AVE  
SHEBOYGAN, WI, 53081

Description:

All that certain parcel of land situate in the County of Sheboygan, State of Wisconsin, being more particularly described as follows: Lot 23, Block 4, Assessment Subdivision No. 17 Sheboygan, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin. Property Address is: 1006 CLARA AVE, SHEBOYGAN, WI 53081-5316

TMS: # 59281-306680

Initial DM

## **NOTICE**

### **Required by the Fair Debt collection Practices Act (the Act 15 U.S.C. Section 1692 as Amended)**

1. Law Offices of James E. Huismann, S.C. are the attorneys for Harbour Portfolio VII, LP and are attempting to collect a debt for the creditor. Any information the debtor provides to Law Offices of James E. Huismann, S.C. will be used for that purpose.
2. The amount of the debt is stated in paragraph thirteen (13) of the complaint.
3. The plaintiff, Harbour Portfolio VII, LP, is the creditor to whom the debt is owed.
4. The debt is described as a land contract, and will be assumed by Law Offices of James E. Huismann, S.C. as valid, unless the debtor, within thirty (30) days after receipt of this notice, disputes, in writing, the validity of the debt, or some portion of it.
5. Federal Law gives you thirty (30) days after you receive this notice to dispute the validity of the debt or any part of it. If you do not dispute it within that period, Law Offices of James E. Huismann, S.C. will assume that it is valid. If you do dispute it – by notifying us in writing to that effect – Law Offices of James E. Huismann, S.C. will, as required by law, obtain and mail to you proof of the debt.
6. If the creditor, Harbour Portfolio VII, LP, is not the original creditor, and if the debtor makes a written request to Law Offices of James E. Huismann, S.C. within thirty (30) days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Law Offices of James E. Huismann, S.C.
7. The law does not require us to wait until the end of the thirty (30)-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30)-day period that begins with the receipt of this notice, the law requires me to suspend my efforts (through litigation or otherwise) to collect the debt until I mail the requested information to you.
8. Written requests should be addressed to Law Offices of James E. Huismann, S.C., N14 W23777 Stone Ridge Drive, Suite 120, Waukesha, WI 53188.

Sheboygan County Courthouse  
615 North Sixth Street  
Sheboygan, Wisconsin  
53081

**Sheboygan County  
Foreclosure Mediation Program**  
*Finding Solutions*

## Notice of Availability of Mediation

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

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

***To Request a Mediation Conference:***

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

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

A Mediation Request is not a response to the Summons.

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

### What happens after you apply for Mediation?

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

Sheboygan County Courthouse  
615 North Sixth Street  
Sheboygan Wisconsin  
53081

**Sheboygan County  
Foreclosure Mediation Program  
Request for Mediation**  
*Finding Solutions*

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

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

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

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

Sheboygan County Case Number (located on your Summons): 20\_\_CV\_\_\_\_\_

Name of Homeowner(s): \_\_\_\_\_

Property Address: \_\_\_\_\_  
(street, city or town, zip code)

Mailing address, if different from above: \_\_\_\_\_  
(street, city or town, zip code)

Best telephone number to reach you during the day: \_\_\_\_\_

Alternate telephone number: \_\_\_\_\_

Name of Lender/Plaintiff in your case: \_\_\_\_\_

1. Is the property being foreclosed your primary residence? \_\_\_\_Yes \_\_\_\_No
2. Does the property consist of four or fewer dwelling units? \_\_\_\_Yes \_\_\_\_No



3. Have you started a Bankruptcy action that is still ongoing? \_\_\_\_Yes \_\_\_\_No

4. Have you met with a housing counselor? \_\_\_\_Yes \_\_\_\_No

If yes, with whom have you met? \_\_\_\_\_

5. What is your monthly income from all sources? \_\_\_\_\_

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

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

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

\_\_\_\_ Injury or illness

\_\_\_\_ Adjustable interest Rate / Balloon

\_\_\_\_ Loss of Employment

\_\_\_\_ Expenses exceed income

Other: \_\_\_\_\_

\_\_\_\_\_

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

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

9. If English is not your primary language, do you need an interpreter? \_\_\_\_Yes \_\_\_\_No

What language? \_\_\_\_\_

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

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

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

**VI**

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

Your Committee to whom was referred R. O. No. 63-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Harbour Portfolio VII, LP v Dan McCranie et al.; recommends that the document be placed on file.

*Consent*

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

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

Committee

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

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

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

**VI**

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

Your Committee to whom was referred R. O. No. 166-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v The Estate of Delores A Heinen, Deceased et al.; recommends that the document be placed on file.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

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

II

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO FILE

4.2

R. O. No. 166 - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N. A. v The Estate of Delores A. Heinen, Deceased et al.

---

City Clerk

Finance

III

4.5

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

SUMMONS

Plaintiff,  
vs.

Case No. 15CY0528

The Estate of Delores A. Heinen, Deceased  
1019 Custer Ave  
Sheboygan, WI 53081-6369

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

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

Defendants.

CLERK CIRCUIT COURT  
FILED  
15 SEP -2 P2:18  
SHEBOYGAN COUNTY  
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

9-16-15  
11:14A  
DS

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 31<sup>st</sup> day of August, 2015.

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  
065666F01

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

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

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

COMPLAINT

Plaintiff,  
vs.

Case No. 15CV0528

The Estate of Delores A. Heinen, Deceased  
1019 Custer Ave  
Sheboygan, WI 53081-6369

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

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

Defendants.

CLERK CIRCUIT COURT  
FILED  
15 SEP -2 P2:18  
SHEBOYGAN COUNTY  
WISCONSIN

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

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by The Estate of Delores A. Heinen, Deceased.
3. The mortgage loan borrower, of Delores A. Heinen, is deceased and under item 9(a)(i) of the mortgage, the mortgagee has elected to accelerate the debt, and there is now due and owing to plaintiff the sum of \$55,540.00 plus additional interest and cost.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default and has directed that foreclosure proceedings be instituted.
5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.



6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

8. That The City of Sheboygan Department of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Estate of Delores A. Heinen in the amount of \$12,000.00, dated May 8, 1990 and recorded in the Office of the Register of Deeds for Sheboygan County on May 8, 1990 as Document No. 1201805, but upon information and belief, said mortgage was paid in full and should be satisfied of record through accord and satisfaction.

**WHEREFORE, the plaintiff demands.**

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

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

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

5. That the defendants and all persons claiming under them be enjoined from committing

waste or doing any act that may impair the value of the mortgaged premises; and

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

Dated this 31<sup>st</sup> day of August, 2015.

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

By: 

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

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

**ADJUSTABLE RATE NOTE  
(HOME EQUITY CONVERSION)**

FHA Case [REDACTED]

FEBRUARY 27, 2009  
1322 N 12TH ST  
SHEBOYGAN, WI 53081

[Property Address]

**1. DEFINITIONS**

"Borrower" means each person signing at the end of this Note. "Lender" means  
WELLS FARGO BANK, N.A.

and its successors and assigns. "Secretary" means the Secretary of Housing and  
Urban Development or his or her authorized representatives.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the  
terms of a Home Equity Conversion Loan Agreement dated 02/27/09 ("Loan  
Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum  
of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by  
Lender, plus interest, if not due earlier, are due and payable on DECEMBER 28TH, 2094.  
Interest will be charged on unpaid principal at the rate of TWO AND 723/1000

percent ( 2.723 %) per year until the full amount of  
principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note.  
Accrued interest shall be added to the principal balance as a Loan Advance at the end of each  
month. Solely for the purpose of calculating interest, a payment received by Lender within 30 days  
prior to or after the date it is due will be deemed to be paid on such due date.

**3. PROMISE TO PAY SECURED**

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

**4. MANNER OF PAYMENT**

**(A) Time**

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a  
notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

**(B) Place**

Payment shall be made at WELLS FARGO BANK, N.A.

3480 STATEVIEW BLVD. MAC X7802-03B

FORT HILL, SC 29715-7203

800-472-3209

, or any such other

place as Lender may designate in writing by notice to Borrower.

**(C) Limitation of Liability**

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the  
debt only through sale of the Property covered by the Security Instrument ("Property"). If this  
Note is assigned to the Secretary, the Borrower shall not be liable for any difference between  
the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including  
accrued interest, owed by Borrower at the time of the assignment.

**5. INTEREST RATE CHANGES**

**(A) Change Date**

The interest rate may change on the first day of MAY 2009 , and on  
☐ that day of each succeeding year ☒ the first day of each succeeding month. "Change  
Date" means each date on which the interest rate could change.

**(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index.  
"Index" means the average of interbank offered rates for one-month U.S. dollar-denominated  
deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*, rounded  
to three digits to the right of the decimal point. The "Current Index" means the most recent  
Index figure available 30 days before the Change Date, and if the day that is 30 days before  
the Change Date is not a Sunday or Monday and not the first business day of the week, the  
Current Index will be the Index as published the first business day of that week. If the day  
that is 30 days before the Change Date is a Sunday or Monday and not the first business  
day of the week, the Current Index will be the Index as published the first business day of  
the immediately prior week. If the Index (as defined above) is no longer available, Lender will  
use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice  
of the new Index.

**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate a new interest rate by adding a margin of  
TWO AND ONE-QUARTER percentage points  
( 2.250 %) to the Current Index. Subject to the limits stated in  
Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change  
Date.

**(D) Limits on Interest Rate Changes**

☐ The interest rate will never increase or decrease by more than two percentage points  
(2.0%) on any single Change Date. The interest rate will never be more than five percentage  
points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.  
☒ The interest rate will never increase above  
TWELVE AND 723/1000 percent ( 12.723 %)

**EXHIBIT A**

**(E) Notice of Changes**

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

**(F) Effective Date of Changes**

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.

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

A Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

**7. IMMEDIATE PAYMENT IN FULL**

**(A) Death or Sale**

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

**(B) Other Grounds**

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;

(ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under the Security Instrument is not performed.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**(D) Trusts**

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

**8. WAIVERS**

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**9. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**10. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

**11. RELATIONSHIP TO SECOND NOTE**

**(A) Second Note**

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

**(B) Relationship of Secretary Payments to this Note**

Payments made by the Secretary shall not be included in the debt due under this Note unless:

(i) This Note is assigned to the Secretary; or

(ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

**(C) Effect on Borrower**

Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or  
(ii) Be obligated to pay interest under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Addendum to this Note.

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

X Deborah A. Heinen (Seal)  
DELORES A HEINEN -Borrower

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

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

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

**WITHOUT RECOURSE  
PAY TO THE ORDER OF**

**WELLS FARGO BANK, N.A.**

BY Joan M. Mills  
Joan M. Mills, Vice President

**EXHIBIT A**

1 /2915

SHEBOYGAN COUNTY, WI  
RECORDED ON  
03/18/2009 09:24AM

This Instrument was Drafted By: Amanda Johnson  
Individual's Title/Name:  
WELLS FARGO BANK, N.A.

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: \$29.00  
TRANSFER FEE:  
EXEMPTION # NA

STAFF ID 6  
TRANS # 129134  
# OF PAGES: 10

Individual's Address:  
WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES, INC.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING TEAM 1  
Accommodation Recording Per Client Request

Parcel ID Number:

59281201030

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No. 581-3375051 952

### ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 02/27/09. The  
mortgagor is DELORES A. HEINEN, A SINGLE WOMAN

whose address is 1322 N 12TH ST, SHEBOYGAN, WI 53081

("Borrower"). This

Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES  
and whose address is

P.O. BOX 11701

NEWARK, NJ 071014701

("Lender"). Borrower

has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100

(U.S. \$ \*\*\*\*\*157,500.00 ); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the

First American Loan Production Services  
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FALPS # 03QR : 05/08  
NMFL #8913WI (OKWI) Rev 11/2008

Wisconsin HECM ARM Security Instrument

Page 1

EXHIBIT B

performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **DECEMBER 28TH, 2094**. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in **SHEBOYGAN** County, Wisconsin:

SEE ATTACHED "EXHIBIT A"

**LEGAL DESCRIPTION**

which has the address of **1322 N 12TH ST**

[Street]

**SHEBOYGAN**

**WI**

**53081**

("Property Address");

[City]

[State]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

**1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

**2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

**3. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to

restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.



8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (i) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (i) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by Applicable Law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower

shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

**12. Lien Status.**

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

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

**13. Relationship to Second Security Instrument.**

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

**14. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**15. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

**16. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

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

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

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

**19. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

**20. Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, Reasonable Attorneys' Fees (as defined in Paragraph 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 by Paragraph 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.

**21. Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

**22. Adjustable Rate Feature.** Under the Note, the initial interest rate of **2.723 %** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to the change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal, rounded to three digits to the right of the decimal point, ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **MAY 2009** and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The "Current Index" means the most recent index figure available 30 days before the Change Date, and if the day that is 30 days before the Change Date is not a Sunday or Monday and not the first business day of the week, the Current Index will be the index as published the first business day of that week. If the day that is 30 days before the Change Date is a Sunday or Monday and not the first business day of the week, the Current Index will be the index as published the first business day of the immediately prior week. Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **TWELVE AND 723/1000** percent (**12.723 %**).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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

**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.

26. **Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees and other charges, shall be obligatory.

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

- ☐ Condominium Rider      ☐ Planned Unit Development Rider  
☐ Other (Specify)

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

Delores A. Heinen  
DELORES A HEINEN

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Space Below This Line For Acknowledgement]

State of Wisconsin,

County of: Sheboygan

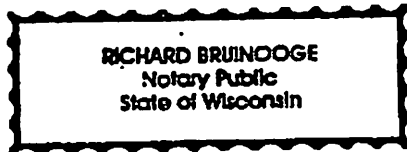
DELORES A. HEINEN

This instrument was acknowledged before me on February 27, 2007 by Delores A. Heinen

(Seal, if any)

Richard Bruinooze  
(Signature of notarial officer)

Notary Public - Wisconsin  
Title (and rank)



(My commission expires: 7-12-09)

Exhibit A

Legal Description

The land referred to in this policy is situated in the State of Wisconsin, County of SHEBOYGAN, and described as follows:

the following described real estate situated in the County of Sheboygan and State of Wisconsin to wit;

The South One-Third (1/3) of Lots (1) and Two (2), Block Forty-Eight (48) of the original Plat in the City of

Sheboygan, Wisconsin.

APN #: 59281201030

Being the same property conveyed to Delores A. Helnen, tenancy to follow by deed from Joyco Clements, no

tenancy stated, dated 04-14-77, filed 09-15-77 and recorded in Deed as Inst. No. 1017648 in Book 815, Page 79

in SHEBOYGAN County Records.

WI

FIRST AMERICAN ELS  
MORTGAGE

EXHIBIT B

II

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO FILE

4.3

R. O. No. 167- 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a Summons and Complaint in the matter of APEX II, LLC v  
Christine R. Grunow et al.

---

City Clerk

*Finance*



23

II

CIRCUIT COURT BRANCH #5  
JAMES BOLGERT  
615 N SIXTH STREET  
SHEBOYGAN WI 53081  
SHEBOYGAN COUNTY

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_\_

APEX II, LLC

a Wisconsin limited liability company  
5603 Indian Mound Circle  
Sheboygan, WI 53081,

Plaintiff,

v.

Case Code: 30405  
Classification: Other Real Estate

Case No. 15CV0613

CHRISTINE R. GRUNOW

an adult individual  
2016 North 12<sup>th</sup> Street  
Sheboygan, WI 53081,

PAYDAY LOAN STORE OF WISCONSIN INC. PD0084

a Wisconsin corporation  
1694 South Koeller Street  
Oshkosh, WI 54902

AURORA MEDICAL GROUP, INC.

a Wisconsin corporation  
3000 W. Montana Street  
Milwaukee, WI 53215

Process Server

Date 10/17/15 Time 10:45 A.M. P.M.

Served Upon Sgt. Nicholas

☐ Personal  
☐ Posted

☐ Substitute  
☒ Corporate

SCHLEH FOOD PRODUCTS CO., INC.

a Wisconsin corporation  
714 South Wisconsin Drive  
Howards Grove, WI 53083

ROUNDY'S SUPERMARKETS, INC.

a Wisconsin corporation  
875 East Wisconsin Avenue  
Milwaukee, WI 53202

GET IT NOW, LLC

a foreign limited liability company  
c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT

a department of Sheboygan County  
c/o Clerk of Circuit Courts Melody Lorge  
615 N. 6th Street  
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY  
CLERK OF CIRCUIT COURT

15 SEP 30 P3:01

FILED

DEPARTMENT OF JUSTICE  
 OFFICE OF THE ATTORNEY GENERAL  
 DIVISION OF CONSUMER AFFAIRS  
 WASHINGTON, D.C. 20530

MEMORANDUM FOR THE ATTORNEY GENERAL  
 DATE: 10/10/73

RE: 100-100000

Processed under  
 Date: 10/10/73  
 Time: 4:00 P.M.  
 Served upon  
 ( ) Person  
 ( ) Substituted  
 ( ) Corporate

AURORA HEALTH CARE CENTRAL, INC.  
a domestic corporation  
2629 North 7<sup>th</sup> Street  
Sheboygan, WI 53083

CITY OF SHEBOYGAN  
a municipality  
838 Center Avenue  
Sheboygan, WI 53081

and

NORTHERN MANAGEMENT LLC  
a domestic limited liability company  
333 Bishops Way 160  
Brookfield, WI 53005

Defendants.

---

SUMMONS

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

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

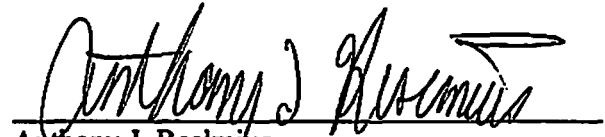
Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 607 North 8<sup>th</sup> Street, Ste.700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you

may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30<sup>th</sup> day of September, 2015.

ROHDE DALES LLP

A handwritten signature in black ink, appearing to read "Anthony J. Resimius", is written over a horizontal line.

Anthony J. Resimius  
A Member of the Firm  
State Bar No. 1037195  
Attorneys for Plaintiff

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

**THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE**

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH \_\_\_\_\_

SHEBOYGAN COUNTY

APEX II, LLC  
a Wisconsin limited liability company  
5603 Indian Mound Circle  
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. 15C10613

CHRISTINE R. GRUNOW  
an adult individual  
2016 North 12<sup>th</sup> Street  
Sheboygan, WI 53081,

PAYDAY LOAN STORE OF WISCONSIN INC. PD0084  
a Wisconsin corporation  
1694 South Koeller Street  
Oshkosh, WI 54902

AURORA MEDICAL GROUP, INC.  
a Wisconsin corporation  
3000 W. Montana Street  
Milwaukee, WI 53215

SCHLEH FOOD PRODUCTS CO., INC.  
a Wisconsin corporation  
714 South Wisconsin Drive  
Howards Grove, WI 53083

ROUNDY'S SUPERMARKETS, INC.  
a Wisconsin corporation  
875 East Wisconsin Avenue  
Milwaukee, WI 53202

GET IT NOW, LLC  
a foreign limited liability company  
c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT  
a department of Sheboygan County  
c/o Clerk of Circuit Courts Melody Lorge  
615 N. 6th Street  
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY  
CLERK OF CIRCUIT COURT  
FILED  
SEP 30 10 33 AM

AURORA HEALTH CARE CENTRAL, INC.  
a domestic corporation  
2629 North 7<sup>th</sup> Street  
Sheboygan, WI 53083

CITY OF SHEBOYGAN  
a municipality  
838 Center Avenue  
Sheboygan, WI 53081

and

NORTHERN MANAGEMENT LLC  
a domestic limited liability company  
333 Bishops Way 160  
Brookfield, WI 53005

Defendants.

---

**COMPLAINT FOR STRICT FORECLOSURE**

---

Plaintiff APEX II, LLC by its attorneys, Rohde Dales LLP, as and for its complaint against the Defendants alleges as follows:

1. Plaintiff APEX II, LLC ("APEX") is a Wisconsin limited liability company with a principal office located at 5603 Indian Mound Circle, Sheboygan, Wisconsin.
2. Defendant Christine R. Grunow ("Grunow") is an adult individual with a last known address of 2016 North 12<sup>th</sup> Street, Sheboygan, WI 53081.
3. Defendant Payday Loan Store of Wisconsin Inc. PD0084 ("Payday") is a Wisconsin corporation located at 1694 South Koeller Street, Oshkosh, WI 54902 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and in the sums indicated:

Case No. 2014SC1793	September 4, 2014	\$1,837.36
Case No. 2012SC632	April 4, 2012	\$2,319.72

4. Defendant Aurora Medical Group, Inc. ("Aurora Medical") is a Wisconsin corporation with its principal place of business located at 3000 West Montana Street, Milwaukee, WI 53215 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and in the sums indicated:

Case No. 2014SC2378	November 13, 2014	\$1,716.08
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Case No. 2013SC1846	August 5, 2013	\$1,607.76
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5. Defendant Schleh Food Products Co., Inc. ("Schleh Food") is a Wisconsin corporation with its principal place of business located at 714 South Wisconsin Drive, Howards Grove, WI 53083 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on April 13, 2005 in the sum of \$317.82.

6. Defendant Roundy's Supermarkets, Inc. ("Roundy's") is a Wisconsin corporation with its principal place of business located at 875 East Wisconsin Avenue, Milwaukee, WI 53202 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on September 7, 2007 in the sum of \$789.50.

7. Defendant Get It Now, LLC ("Get It Now") is a foreign limited liability company with its principal place of business located at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on November 20, 2008 in the sum of \$148.28.

8. Defendant Sheboygan County Clerk of Circuit Court ("Sheboygan County") is a department of Sheboygan County with its offices located at 615 North 6<sup>th</sup> Street, Sheboygan, WI 53081 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on the following dates and for the sums indicated:



Case No. 2011CM348	November 11, 2011	\$404.00.
Case No. 2013TR3344	January 24, 2014	\$200.50
Case No. 2014TR4576	January 28, 2015	\$175.30
Case No. 2014TR4577	January 28, 2015	\$200.50

9. Defendant Aurora Health Care Central, Inc. ("Aurora Health") is a domestic corporation with its principal place of business located at 2629 North 7<sup>th</sup> Street, Sheboygan, WI 53083 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on August 5, 2013 in the sum of \$1,607.76.

10. Defendant City of Sheboygan ("City of Sheboygan") is a municipality with its offices located at 828 Center Avenue, Sheboygan, WI 53081 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and for the sums indicated:

Case No. 2014TJ124	June 23, 2014	\$691.00
Case No. 2014TJ126	June 23, 2014	\$691.00
Case No. 2014TJ125	June 23, 2014	\$691.00
Case No. 2014TJ123	June 23, 2014	\$80.92
Case No. 2015TJ67	March 25, 2015	\$175,042.00

11. Defendant Northern Management LLC ("Northern Management") is a domestic limited liability company with its principal place of business located at 333 Bishops Way 160, Brookfield, WI 53005 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on June 30, 2006 in the sum of \$3,734.92.

12. On August 18, 2005, APEX II, LLC entered in to a land contract with Christine R. Grunow (the "Land Contract"). The term "Land Contract" as used in this Complaint includes

the recorded Land Contract and any unrecorded amendments to the Land Contract agreed to by Apex II, LLC and Christine R. Grunow. A copy of the recorded Land Contract is attached hereto as Exhibit A and is fully incorporated herein by this reference.

13. On November 17, 2005, APEX II, LLC assigned its interest in the Land Contract to John G. Justinger. A copy of the Assignment of Land Contract is attached hereto as Exhibit B and is fully incorporated herein by this reference.

14. On January 31, 2006 APEX II, LLC assigned its interest in the Land Contract to John G. Justinger Living Trust. A copy of the Assignment of Land Contract is attached hereto as Exhibit C and is fully incorporated herein by this reference.

15. On September 24, 2015 John G. Justinger assigned his interest in the Land Contract to APEX II, LLC. A copy of the Assignment of Land Contract is attached hereto as Exhibit D and is fully incorporated herein by this reference.

16. On September 24, 2015 John G. Justinger Living Trust assigned its interest in the Land Contract to APEX II, LLC. A copy of the Assignment of Land Contract is attached hereto as Exhibit E and is fully incorporated herein by this reference.

17. The property subject to the Land Contract (the "Property") has a tax key number of 59281718960 and is legally described as follows:

Lot Twenty-one (21), Trimberger's Subdivision, City of Sheboygan,  
Sheboygan County, Wisconsin.

18. Pursuant to the terms of the Land Contract, Grunow is required to make monthly principal and interest payments in the amount of \$666.96 due on the 1st day of the month commencing on October 1, 2005.

19. Despite due demand, Grunow has failed to make the monthly installment payments due under the Land Contract (the "Default").

20. Pursuant to its rights under the Land Contract, APEX has elected to declare the entire outstanding balance under the Land Contract to become immediately due and payable in full. The total outstanding balance of principal and interest due and payable as of August 27, 2015 was \$80,968.69.

21. Pursuant to its rights under the Land Contract, APEX has elected to bring this action to terminate the Land Contract and Grunow's rights, title, and interest in the Property and recover the Property back including any improvements or additional fixtures placed upon the Property prior to or following the execution of the Land Contract.

22. This is an action for strict foreclosure with any redemption conditioned upon Grunow's full payment of the entire outstanding balance.

23. In the event that Grunow fails to redeem, all amounts previously paid under the Land Contract shall be forfeited as liquidated damages for failure to fulfill the Land Contract and as rental for the Property.

24. Pursuant to the terms of the Land Contract, APEX is entitled to payment by Grunow of all costs and expenses including reasonable attorney's fees incurred in this action.

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

26. Payday, Aurora Medical, Schleh Food, Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management may claim some lien or interest in and to the Property, but that any such claim, lien, or interest (if any) is junior and subordinate to APEX'S interest and the amounts owed to APEX. This action seeks to terminate and foreclose any claim, lien, or interest (if any) of Payday, Aurora Medical, Schleh Food,

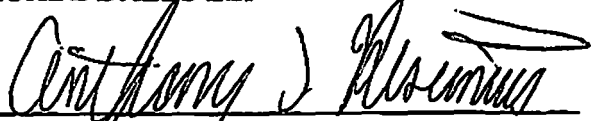
Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management in and to the Property.

**WHEREFORE**, Plaintiff APEX II, LLC demands judgment as follows:

- A. For a judgment of strict foreclosure subject to Grunow's right to redeem as determined by the court pursuant to Wis. Stat. § 846.30;
- B. In the event that Grunow fails to redeem, for a judgment which terminates the Land Contract, terminates and forecloses Payday, Aurora Medical, Schleh Food, Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management rights, title, and interest in the Property, and restores fully right, title, and interest in the Property back to APEX including any improvements or additional fixtures placed upon the Property prior to or following the execution of the Land Contract;
- C. In the event that Grunow fails to redeem, for a judgment which confirms that all amounts previously paid under the Land Contract are forfeited as liquidated damages for failure to fulfill the Land Contract and as rental for the Property;
- D. For a judgment in favor of APEX and against Grunow for its costs and disbursements including reasonable attorneys' fees incurred in this matter; and
- E. For such other and further relief as the court deems just and proper.

Dated this 30<sup>th</sup> day of September, 2015.

ROHDE DALES LLP

  
Anthony J. Resimius  
A Member of the Firm  
State Bar No. 1037195  
Attorneys for Plaintiff

P.O. Address:

607 North 8<sup>th</sup> Street, Ste. 700

Sheboygan, WI 53081

Telephone (920) 458-5501

Facsimile (920) 458-5874

**THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.**

Parcel Identification Number (PIN)

**Wisconsin Legal Mark Co., Inc.**  
Milwaukee, Wis.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 76,000.00 but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: municipal and zoning ordinances, recorded easements, recorded building & use restrictions and covenants, general taxes and special assessments levied for the year 2005 and thereafter.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 15 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment to a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amount then due under this Contract. Purchaser may make such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving other subsequent or prior default of Purchase.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 18 day of August, 2005.

\_\_\_\_\_  
(SEAL)  
• APEX II, LLC, by: John G. Justinger, Member

\_\_\_\_\_  
(SEAL)  
• John G. Justinger

#### AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by §705.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John G. Justinger

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\* Names of persons signing in any capacity should be typed or printed below their signatures.

Christina R. Grunow (SEAL)

• Christina R. Grunow

\_\_\_\_\_  
(SEAL)

#### ACKNOWLEDGMENT

State of Wisconsin,

Shaboygan County,

Personally came before me this 18 day of August, 2005, the above named

John G. Justinger and Christina R. Grunow

to me known to be the person \_\_\_\_\_  
known and acknowledged the above

• Leon D. Stein  
Notary Public, \_\_\_\_\_ County, Wis.

My commission is permanent. (If not, state expiration date: 4/20/08)

STATE BAR OF WISCONSIN FORM 15 - 1982  
ASSIGNMENT OF LAND CONTRACT

DOCUMENT NO.

Assignor, whether one or more, for a valuable consideration, assigns and conveys to  
John G. Justinger

(Assignee)  
whether one or more) the (Vendor or Purchaser's) interest in a Land Contract  
dated the 18th day of August, 2005, executed by

APEX II, LLC

as Vendor to  
Christine R. Grunow, a single person

as Purchaser on lands in Sheboygan County, State of Wisconsin,  
together with (the indebtedness therein referred to and) all the interest of the Assignor  
in the Land Contract and the lands described therein, which Land Contract was  
recorded in the Office of the Register of Deeds of said County, on  
August 23, 2005, ~~XXXX~~, as Document Number 1774673, in  
(Reel) \_\_\_\_\_ (Records) (Image)  
(Vol.) \_\_\_\_\_ of (Mortg) on (Page) \_\_\_\_\_

The Assignor covenants that there is now owing and unpaid on said Land Contract, the  
sum of \_\_\_\_\_ Dollars,

and also interest at \_\_\_\_\_ percent per annum from \_\_\_\_\_, that Assignor is the owner  
of the above described interest in the Land Contract and has good right to assign the same, and that the condition of the title of Assignor's interest  
is the same as the time of recording the Land Contract.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF PURCHASER'S INTEREST: (Strike either 1. or 2.)

By accepting and recording this assignment, the Assignee agrees:

1. ~~The Assignor assumes and agrees to pay the obligation secured by the Land Contract, to comply with all terms and conditions of the Land  
Contract, and to hold harmless and indemnify Assignor as to the performance of all obligations, terms and conditions of the Land Contract. (OR)~~

2. That this Assignment is given for collateral purposes only, and that the Assignor agrees to continue to make all payments required on the  
Land Contract and to comply with all terms and conditions thereof. The Assignor retains the right to occupancy of the property covered by the  
Land Contract. This Assignment is to have the same effect as a mortgage. In the event of default on the part of the Assignor on the obligation  
secured hereby, the Assignee's remedy shall be a foreclosure as if it held a mortgage.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF VENDOR'S INTEREST: (Strike either 1. or 2.)

1. This is a complete assignment of the Vendor's interest in the above described Land Contract. The Purchaser under the Land Contract is  
instructed to make all further payments to Assignee upon receipt of a copy of this document. (OR)

2. ~~This assignment of the Vendor's interest in the above described Land Contract is for collateral purposes. The Assignor shall be allowed to  
continue to receive the scheduled, periodic payments on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and  
Assignee. In the event of a default by Assignor on the obligation secured by this assignment, Assignee has the right to receive all payments on the  
Land Contract upon notification to the Purchaser.~~

This IS NOT homestead property.

(Is) (Is not)

Dated this 17th day of November, 2005.

John G. Justinger (SEAL)  
APEX II, LLC, by John G. Justinger, Member

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John G. Justinger

(Signatures may be authenticated or acknowledged. Both are not  
necessary.)

ACKNOWLEDGMENT

State of Wisconsin, \_\_\_\_\_ ss.

Sheboygan County.

Personally came before me this 17th day of  
November, 2005, the above named

John G. Justinger

to me known to be the person who executed the foregoing  
instrument and acknowledged the same.

Leon D. Stein  
Notary Public, Sheboygan County, Wis.

My commission is permanent. (If not, state expiration date:  
\_\_\_\_\_, 19\_\_\_\_)

EXHIBIT

\* Names of persons signing in any capacity should be typed or printed below their signatures.

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN  
Form No. 15 - 1982

Wisconsin Legal Blank Co., Inc.  
Madison, Wis.

1783180

SHEBOYGAN COUNTY, WI  
RECORDED ON

11/23/2005 09:09AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 13.00  
TRANSFER FEE:  
EXEMPTION # 77.25(155)

STAFF ID 6  
TRANS # 71845

# OF PAGES: 2

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS  
John G. Justinger  
5603 Indian Mound Road  
Sheboygan, WI. 53081

59281428090

PARCEL IDENTIFICATION NUMBER



**ASSIGNMENT OF LAND CONTRACT-----**

**APEX I, LLC to John G. Justinger**

**LEGAL DESCRIPTION---**

**Lot Twenty-one (21), Trimbergers Subdivision, City of Sheboygan, Sheboygan County,  
Wisconsin.**

STATE BAR OF WISCONSIN FORM 15 - 1982  
ASSIGNMENT OF LAND CONTRACT

DOCUMENT NO.

1789941

SHEBOYGAN COUNTY, WI  
RECORDED ON  
02/01/2006 03:47PM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 13.00  
TRANSFER FEE:  
EXEMPTION # 77.25(16)

STAFF ID 7  
TRANS # 75266  
# OF PAGES: 2

Assignor, whether one or more, for a valuable consideration, assigns and conveys to  
John G. Justinger Living Trust

(Assignee",  
whether one or more) the (Vendor's ~~ownership~~) interest in a Land Contract  
dated the 23 day of August, 2005, executed by  
APEX II, LLC

Christine R. Grunow, a single person

as Vendor to  
as Purchaser on lands in Sheboygan County, State of Wisconsin,  
together with (the indebtedness therein referred to and) all the interest of the Assignor  
in the Land Contract and the lands described therein, which Land Contract was  
recorded in the Office of the Register of Deeds of said County, on  
August 23, 2005, as Document Number 1774673, in  
(Reel) \_\_\_\_\_ (Records) (Image)  
(Vol.) \_\_\_\_\_ of (Mortg) on (Page)

The Assignor covenants that there is now owing and unpaid on said Land Contract, the  
sum of \_\_\_\_\_ Dollars,

and also interest at \_\_\_\_\_ percent per annum from \_\_\_\_\_, that Assignor is the owner  
of the above described interest in the Land Contract and has good right to assign the same, and that the condition of the title of Assignor's interest  
is the same as the time of recording the Land Contract.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF PURCHASER'S INTEREST: (Strike either 1. or 2.)

By accepting and recording this assignment, the Assignee agrees:

1. ~~The Assignee assumes and agrees to pay the obligation secured by the Land Contract, to comply with all terms and conditions of the Land Contract, and to hold harmless and indemnify Assignor as to the performance of all obligations, terms and conditions of the Land Contract. (OR)~~
2. That this Assignment is given for collateral purposes only, and that the Assignor agrees to continue to make all payments required on the Land Contract and to comply with all terms and conditions thereof. The Assignor retains the right to occupancy of the property covered by the Land Contract. This Assignment is to have the same effect as a mortgage. In the event of default on the part of the Assignor on the obligation secured hereby, the Assignee's remedy shall be a foreclosure as if it held a mortgage.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF VENDOR'S INTEREST: (Strike either 1. or 2.)

1. This is a complete assignment of the Vendor's interest in the above described Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this document. (OR)
2. ~~This assignment of the Vendor's interest in the above described Land Contract is for collateral purposes. The Assignee shall be allowed to continue to receive the scheduled, periodic payments on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligation secured by this assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.~~

This IS NOT (is) (is not) homestead property.

\* and a subsequent assignment recorded on  
November 23, 2005 at 9:09 A.M. as Document  
1783180.

Dated this 31 day of January, 2006

APEX II, LLC, by: (SEAL)  
John G. Justinger, member  
John G. Justinger (SEAL)

\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by 5706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John G. Justinger

(Signatures may be authenticated or acknowledged. Both are not necessary)

ACKNOWLEDGMENT

State of Wisconsin,

Sheboygan County,

Personally came before me this 31 day of  
January, 2006, the above named

John G. Justinger

to me known to be the person  
instrument and acknowledge

Leon D. Stein

Notary Public,

Sheboygan

My commission is permanent. (If not, expiration date: \_\_\_\_\_)

EXHIBIT

\* Names of persons signing in any capacity should be typed or printed below their signatures.

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN  
Form No. 15 - 1982

Wisconsin Legal Blank Co., Inc.  
Milwaukee, Wis.

2. ☒ ASSIGNMENT OF VENDOR'S INTEREST (CHECK BOX AT LEFT IF APPLICABLE)

By accepting and recording this Assignment, Assignee agrees:

[CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY]

☒ A. This is a complete assignment of Vendor's interest in the Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this instrument.

☐ B. This assignment of the Vendor's interest in the Land Contract is for collateral purposes. Assignor shall be allowed to continue to receive the scheduled, periodic payments(s) on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligations secured by this Assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.

Dated 9/24/15

ASSIGNOR:

ASSIGNEE:

John G. Justinger (SEAL)  
John G. Justinger

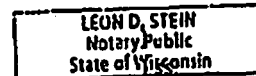
John G. Justinger (SEAL)  
APEX II, LLC, by John G. Justinger, member

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

STATE OF WISCONSIN



authenticated on \_\_\_\_\_

Sheboygan COUNTY )

\_\_\_\_\_

Personally came before me on 9/24/15,  
the above-named John G. Justinger, individually  
and as member of APEX II, LLC

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

to me known to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

John G. Justinger

Leon D. Stein

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 1/12/16)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN

FORM NO. 15-2003

\* Type name below signatures.



State Bar of Wisconsin Form 15-2003  
ASSIGNMENT OF LAND CONTRACT

Document Number

Document Name

The undersigned ("Assignor," whether one or more), for a valuable consideration, assigns and conveys to APEX II, LLC, a Wisconsin Limited Liability Company ("Assignee," whether one or more) the interest identified below in a Land Contract dated August 23, 2005 executed by APEX II, LLC

as Vendor to Christine R. Grunow, a single person

as Purchaser on real estate in Sheboygan County, Wisconsin ("Property"), together with (the indebtedness therein referred to and) all the interest of Assignor in the Land Contract and the Property, which Land Contract was recorded in the Office of the Register of Deeds of said County, in (Reel) (Vol.) of Records, at (Images) (Pages) , as Document No. 1774673 (assigned in 1783180 & 1789941)

The Property which is subject to this Assignment is described as:

Lot 21, Trimberger's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

2009901  
SHEBOYGAN COUNTY, WI  
RECORDED ON  
09/25/2015 10:58 AM  
ELLEN R. SCHLEICHER  
REGISTER OF DEEDS  
RECORDING FEE: 30.00  
EXEMPTION #  
Cashier ID: 9  
PAGES: 2

Recording Area

Name and Return Address

APEX II, LLC  
5603 Indian Mound Road  
Sheboygan, WI. 53081

59281428090

Parcel Identification Number (PIN)

This IS NOT homestead property  
(is) (is not)

(Assignment of Land Contract being recorded concurrently herewith to confirm and vest title solely in the name of APEX II, LLC, a Wisconsin Limited Liability Company)

~~Assignor hereby certifies that the above-described property is not subject to any other recorded Land Contract or other recorded interest in the Land Contract and has good right to assign the same; and the condition of the title of Assignor's interest is the same as at the time of recording the Land Contract.~~  
Assignor is the owner of the above-described interest in the Land Contract and has good right to assign the same; and the condition of the title of Assignor's interest is the same as at the time of recording the Land Contract.

**CHOOSE ONE OF THE FOLLOWING TYPES OF ASSIGNMENT:**

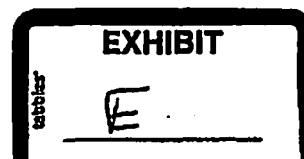
1. ☐ **ASSIGNMENT OF PURCHASER'S INTEREST (CHECK BOX AT LEFT IF APPLICABLE).**

By accepting and recording this Assignment, Assignee agrees:

(CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY)

- ☐ A. Assignee assumes and agrees to pay the obligations secured by the Land Contract, to comply with all terms and conditions of the Land Contract, and to hold harmless and indemnify Assignor as to the performance of all obligations, terms and conditions of the Land Contract.
- ☐ B. This Assignment is given for collateral purposes only, and Assignor agrees to continue to make all payments required on the Land Contract and to comply with all terms and conditions of the Land Contract. Assignor retains the right to occupancy of the Property. This Assignment is intended to have the same effect as a mortgage. In the event of a default on the part of Assignor on the obligation secured, Assignee's remedy shall be a foreclosure in accordance with Chapter 846 of the Wisconsin Statutes, for which purpose Assignee agrees to the provisions of Sections 846.101 and 846.103 of the Wisconsin Statutes, as applicable.

© 2003 STATE BAR OF WISCONSIN



2

2. ☒ ASSIGNMENT OF VENDOR'S INTEREST [CHECK BOX AT LEFT IF APPLICABLE]

By accepting and recording this Assignment, Assignee agrees:

[CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY]

- ☒ A. This is a complete assignment of Vendor's interest in the Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this instrument.
- ☐ B. This assignment of the Vendor's interest in the Land Contract is for collateral purposes. Assignor shall be allowed to continue to receive the scheduled, periodic payments(s) on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligations secured by this Assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.

Dated 9/24/15

ASSIGNOR:

ASSIGNEE:

John G. Justinger (SEAL)  
\* John G. Justinger Living Trust,  
by John G. Justinger, trustee

John G. Justinger (SEAL)  
\* APEX II, LLC, by John G. Justinger, member

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:  
John G. Justinger

ACKNOWLEDGMENT

STATE OF WISCONSIN

LEON D. STEIN  
Notary Public  
State of Wisconsin

Sheboygan COUNTY )

Personally came before me on 9/24/15,  
the above-named John G. Justinger Living Trust,  
by John G. Justinger, trustee &  
APEX II, LLC, John G. Justinger, member  
to me known to be (the person(s) who executed the foregoing  
instrument and acknowledged the same.

Leon D. Stein  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: 1/17/16)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN

FORM NO. 15-2003

\* Type name below signatures.

VI

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

Your Committee to whom was referred R. O. No. 167-15-16 by the City Clerk submitting a Summons and Complaint in the matter of APEX II, LLC v Christine R. Grunow et al.; recommends that the documents be placed on file.

*Consent*

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

Committee

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

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

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

II

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO DENY

4.4

R. O. No. 280- 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a communication from Jason Armstrong, Taxpayer's Representative of Veolia ES Industrial Services, Inc., 2905 Paine Ave., Sheboygan, WI to request a refund of property taxes paid in error

Finance

---

City Clerk



Three Galleria Tower  
13155 Noel Road  
Suite 100  
Dallas, Texas 75240  
Main 972.934.0022  
Fax 972.960.0613  
[www.ryan.com](http://www.ryan.com)

**Certified Mail #: 91 7199 9991 7034 5807 0068**

January 27, 2016

City of Sheboygan Clerk's Office  
828 Center Avenue  
Suite 100  
Sheboygan, WI 53081

**Owner:** Veolia ES Industrial Services, Inc.  
**Address:** 2905 Paine Ave – Sheboygan, WI  
**Account #:** 59281915270

To Whom It May Concern:

Please consider this letter our written request to refund property taxes paid in error for Veolia ES Industrial Services, Inc., ("Veolia") account 59281915270.

Whereas Wisconsin Sec. 41.35, "Recovery of unlawful taxes" states:

... "unlawful tax" means a general property tax with respect to which one or more errors specified in s. 74.33(1)(a) to (f) were made."

Wisconsin Sec. 74.33:

"After the tax roll has been delivered to the treasurer of the taxation district under s. 74.03, the governing body of the taxation district may refund or rescind in whole or in part any general property tax shown in the tax roll, including agreed-upon interest, if:"

...

74.33(1)(d): "The property is not located in the taxation district for which the tax roll was prepared.

74.33(1)(e): A double assessment has been made.



All Veolia personal property was moved from 2905 Paine Ave, Sheboygan, WI to 635 Old Country Rd, Sheboygan Falls, WI prior to January 1, 2014. Though a request was made to have the account closed, an assessment was made and tax was erroneously paid for Tax Year 2014 in the amount of \$17,154.95 and for Tax Year 2015 in the amount of \$16,741.48.

Because the property was not located in the City of Sheboygan for 2014 and 2015, and property tax for this property was remitted to both Sheboygan and Sheboygan Falls, we respectfully request that the property tax erroneously paid on this account be refunded on the grounds of 74.33(1)(d), "The property is not located in the taxation district for which the tax roll was prepared", and 74.33(1)(e), "a double assessment has been made."

Included with this letter we have enclosed the following documentation:

- *The 2014 closed personal property return filed for account 59281915270 at 2905 Paine Ave., Sheboygan, WI*
- *The 2014 tax bill and proof of payment for account 59281915270*
- *The 2015 tax bill and proof of payment for account 59281915270*
- *The 2014 personal property return filed for transferred assets to 635 Old County Road, Sheboygan Falls, WI under account 59282926040*
- *The 2014 Sheboygan Falls tax bill and proof of payment for account 59282926040.*
- *The 2015 Sheboygan Falls personal property return filed for account 59282926040.*
- *The 2015 Sheboygan Falls tax bill and proof of payment for account 59282926040.*

Please call me at your earliest convenience to discuss this request for refund of unlawful taxes paid at 972.934.0022.

Respectfully,



Jason Armstrong  
Taxpayer's Representative

Enclosures

**STATEMENT OF AGENCY**

**Veolia Environnement North America  
Operations, Inc.  
(and listed subsidiaries)**

Hereby appoints *Ryan, LLC* as agent for the purpose of filing real estate and personal property statements, and/or assessment appeals, applications or petitions for review of valuation with all counties, appraisal districts and/or Assessment Appeal Boards, Boards of Review, or Boards of Equalization, appearing on our behalf before said Boards, examining any records, and discussing with the appropriate governmental authority the assessment of the property located at the following property:

**SEE ATTACHED LIST**

This property being owned by the undersigned incorporated in the State of \_\_\_\_\_, This agency shall remain in effect for tax years 2014, 2015, & 2016.

HENRY P. KARIUS  
Name of Taxpayer

Henry P. Karius  
Signature

ASSISTANT TREASURER  
Title

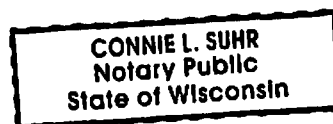
23 JANUARY 2014  
Date

Subscribed and sworn to before me this 23<sup>rd</sup> day of January, 2014.

Connie L. Suhr  
Notary Public

State of WISCONSIN.

My commission expires 2/27, 2017.



<b>Veolia Environmental Services Subsidiaries</b>
---

AET Services/VIV, LLC
Aetservices,VIV, LLC
Novink Printing USA Corp
Oil Equipment Properties-Richmond
ONYX Environmental Services, LLC
OSPC VIV, LLC
Payne Daniel E
Veolia ES Industrial Services, Inc.
Veolia ES Special Services, Inc.
Veolia ES Technical Solutions, LLC

Due Date  
Mar 1, 2014

## Prepared Statement of Personal Property

Subject to Assessment January 1, 2014

2014

**Who must file:** Every person, firm or corporation as defined in section 70.35 WI Statutes receiving from the assessor a return of personal property, must submit such return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

**Failure to file:** If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4) WI Statutes.

**Property owner (or in his/her charge as agent, consignee, or other representative capacity):**

Veolia ES Industrial Services, Inc.  
3018 N Hwy 148  
Baytown, TX 77520

☐ Sole proprietorship  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

FEIN:

Account # 59281915270

Property addr: 2805 Paine Ave

Municipality: City of Sheboygan

County: Sheboygan

Business activity: See below

Status Change	<input checked="" type="checkbox"/> Business moved out of municipality (Indicate new address on right)	New Owner	Name: <u>Veolia ES Industrial Services, Inc.</u>
	<input type="checkbox"/> Business sold (Indicate new owner & address to the right)		Address: <u>635 Old Country</u>
	<input type="checkbox"/> Business discontinued		City, ST, Zip: <u>Sheboygan Falls, WI 53085</u>
	Date business status changed: _____		Phone: _____

### Schedule A

#### Summary of Personal Property as of January 1, 2014

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of the column titled 'Assessable Property' is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for "Same as Last Year"; forms must be filled out completely. Note that Schedule D-1 (exempt computers, software, cash registers and single function fax machines) is excluded from the total assessable.

Property Description	Non-assessable Property	Assessable Property
Boats and other watercraft (Schedule B)		\$ 0
Machinery, tools and patterns (Schedule C)		\$ 0
Furniture, fixtures and office equipment (Schedule D)		\$ 0
Exempt computers, software, single function faxes & cash registers (Schedule D-1)	\$ 0	
Multifunction faxes, copiers, postage meters, phone systems, etc (Schedule D-2)		\$ 0
Improvements on leased land (Schedule E)		\$ 0
Supplies (Schedule G)		\$ 0
Other personal property (Schedule H)		\$ 0
Total assessable (may not include all buildings on leased land if assessor has not determined value)		\$ 0

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2014.

Owner's name (please print) <u>Veolia ES Industrial Services Inc</u>		Preparer's name (if other than owner) (please print) <u>Ryan LLC Attn: Brett Koch</u>	
Owner's mailing address (if different than above) <u>Veolia ES Industrial Services Inc. 3018 N Hwy 148, Baytown, TX 77520</u>		Preparer's mailing address <u>13155 Noel Rd Ste 100 Dallas TX 75240</u>	
Owner's signature <u>Lara Leman</u>	Date signed <u>2/27/2014</u>	Preparer's signature <u>Brett Koch</u>	Date signed _____
Owner's phone number <u>713 307 2144</u>	Owner's fax number <u>713 307 7680</u>	Preparer's phone number <u>972-934-6022</u>	Preparer's fax number <u>972-934-4939</u>
Owner's email address <u>calhy.berry@veoliaes.com</u>		Preparer's email address <u>brett.koch@ryan.com</u>	
Return to: City Of Sheboygan Assessment Department 828 Center Ave Ste 302 Sheboygan, WI 53081		If you have any questions about this form, please contact: Department Of Assessment (920)459-3388	

**Schedule B  
Boats and Other Watercraft**

Schedule B is for reporting boats and other watercraft not exempt. See tables of Composite Useful Lives and Conversion Factors at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal) to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2014.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2014
Total declared value (enter here and on Schedule A)				0

Use additional sheets of necessary

**Schedule C  
Machinery, Tools and Patterns**

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

	column 2	column 3	col 2 + col 3 = column 4	column 5	col 4 x col 5
Year Asset Acquired	Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	Conversion Factor (10 year)	Declared Value on Jan 1, 2014
2013	\$0	MOVED		0.925	
2012	\$120,750			0.794	
2011	\$112,732			0.688	
2010				0.585	
2009				0.497	
2008	\$58,281			0.439	
2007	\$400,462			0.377	
2006				0.333	
2005	\$128,891			0.287	
2004				0.250	
Prior to '04	\$679,222			0.137	
Total declared value (enter here and on Schedule A)					

**Schedule D  
Furniture, Fixtures and Office Equipment**

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries and other assets related to the sales and administration of your business. Original costs shown in columns 2 and 4 should include all costs of installation, freight, add-ons, and sales tax. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	column 3 Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2014
2013	\$0			0.925	
2012				0.794	
2011				0.688	
2010				0.585	
2009				0.497	
2008				0.439	
2007				0.377	
2006				0.333	
2005				0.287	
2004				0.250	
Prior to '04				0.137	
Total declared value (enter here and on Schedule A)					0

**Schedule D-1**  
**Exempt Computer Hardware, Software, Single Function Fax Machines, Cash Registers**  
**Include Only Property that is Owned by You (Not Leased)**

Do not report custom software. Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers and single function fax machines. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	column 3 Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 5 Conversion Factor (4 year)	col 4 x col 5 Declared Value on Jan 1, 2014
2013	\$0			0.813	
2012	\$2,960			0.513	
2011	\$4,674			0.327	
2010	\$1,390			0.204	
2009	\$1,058			0.128	
2008				0.080	
2007	\$4,053			0.050	
Prior to '07	\$2,686			0.031	
Total declared value (enter here and on Schedule A)					0

Note: Per Section 70.36(1M) Any person, firm or corporation that fails to include information on property that is exempt under Section 70.11(39) and (39m) on the report under Section 70.35 shall forfeit \$10 for every \$100 or major fraction thereof that is not reported.

**Schedule D-2**  
**Multifunction Fax Machines, Copiers, Postage Meters, Telephone Systems and Computerized Equipment**

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs) and equipment with embedded computerized components. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2013 should be summarized in column 2. Assets owned on January 1, 2014 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2013 by Year Acquired	column 3 Additions, Disposals and Transfers During 2013 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 5 Conversion Factor (8 year)	col 4 x col 5 Declared Value on Jan 1, 2014
2013	\$0			0.875	
2012				0.663	
2011				0.507	
2010				0.380	
2009				0.285	
2008				0.223	
Prior to '08				0.124	
Total declared value (enter here and on Schedule A)					0

**Schedule E**  
**Improvements on Leased Land**

Report buildings, structures and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you.

Year Asset Acquired	Description of Building	Property Address	Value on Jan 1, 2014 (Determined by Assessor)
Total declared value (enter here and on Schedule A)			0

Use additional sheets if necessary

### Schedule F

#### Leased Equipment (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Failure to report all leased equipment may trigger an audit to verify the accuracy of all information reported. Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

### Schedule G

#### Supplies

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, or are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, and any other supplies in your possession on January 1, 2014.

Total supplies inventory on Jan 1, 2014. Do not itemize. Enter here and on Schedule A. 0

### Schedule H

#### All Other Personal Property, Leasehold Improvements, Signs, Billboards, Video Tapes, Logs and Forest Products, Other Improvements on Leased Land (Exempt), Forest Crop Land, or Managed Forest Land

Report all other leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. See tables of Composite Useful Lives and Conversion Factors at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal) to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2014.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2014

Use additional sheets if necessary

Total declared value (enter here and on Schedule A) 0

**Certified Mail #:**

February 27, 2014

City of Sheboygan  
Assessment Department  
828 Center Ave, Ste 302  
Sheboygan, WI 53081

Dear Assessor:

**Owner:** Veolia ES Industrial Services Inc.  
**Account #:** 59281915270

Please find attached the 2014 Personal Property Schedule for the account referenced above.

Also, please begin sending all correspondence pertaining to these accounts to the following address of our new Tax Agents:

Ryan, LLC  
Attn: Brett Koch  
13155 Noel Rd, Ste. 100  
Dallas, TX 75240

Thank you for your assistance and please call Brett Koch at 972.934.0022 if you have any questions.

Respectfully,



Correspondence should refer to Property Number.

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**  
**RETAIN THIS PORTION AS YOUR COPY**

City of Sheboygan  
828 Center Ave, Suite 205  
Sheboygan WI 53081

Amount: \$17,154.95 Sequence Number: 5192269608  
Account: 488038571796 Capture Date: 02/04/2015  
Bank Number: Check Number: 1128

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

**Ryan, LLC**  
**Veolia Environmental N. A.**  
13155 Noel Road, Suite 100  
Dallas, TX 75240  
(972) 911-0777

**Bank Of America**  
901 E Main  
Dallas, TX 75201  
214-508-6262

32-2  
11107X/1310


1128

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/30/2015	1128	**17,154.95

PAY **SEVENTEEN-THOUSAND ONE-HUNDRED-FIFTY-FOUR AND 95/100\*\*\*\*\*** Dollars

TO THE ORDER OF **CITY OF SHEBOYGAN**  
828 CENTER AVENUE  
SUITE 205  
SHEBOYGAN, WI 53081

MEMO 59281915270



⑈1128⑈ ⑆111000025⑆ ⑈488038571796⑈

0100771180

Pay to the Order of  
Community Bank & Trust  
075912615  
For Deposit Only  
City of Sheboygan Master Account  
173735

>075912615<  
BC CB801 0701

2015-02-03 100771180  
Site#0107 DepID:1496528

**STATE OF WISCONSIN  
PERSONAL PROPERTY TAX BILL FOR 2015**

VEOLIA ES INDUSTRIAL SERVICES, INC  
3018 N HIGHWAY 146

**PROPERTY NUMBER: 59281915270**  
Correspondence should refer to Property Number.

**CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY**

1592

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
		644,700	99.564			647,520	
TAXING JURISDICTION		2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change	NET PROPERTY TAX
STATE		1607575	1536231	111.38	109.84	-1.4	16741.48
COUNTY		13295672	13211594	3601.42	3640.53	1.1	
C-SHEBOYGAN		51856061	53454830	6064.15	6121.97	1.0	
SCHL - 5271		719585	2850205	6866.58	6350.45	-7.5	
TCDB 11				511.42	518.69	1.4	
TOTAL 67478893		71052860		17154.95	16741.48	-2.4	TOTAL DUE FOR FULL PAYMENT PAY BY JANUARY 31, 2016
		Lobby & Gaming Credit		17154.95	16741.48	-2.4	\$16741.48
School taxes reduced by school levy tax credit		1351.61	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect Lobby Credit)		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse
2905 PAINE AVE				25.9678587			1st Installment by JANUARY 31, 2016 16741.48
							2nd Installment by JULY 31, 2016

VEOLIA ES INDUSTRIAL SERVICES, INC  
3018 N HIGHWAY 146  
BAYTOWN TX 77520-2665

SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT  
PERSONAL PROPERTY TAX BILL FOR 2015**



**AC109836**

Please make all payments to the City of Sheboygan.

Property Number: 59281915270

Name: VEOLIA ES INDUSTRIAL SERVICES, INC  
3018 N HIGHWAY 146  
BAYTOWN TX 77520-2665

Pay 1st Installment - \$16741.48

Or

Pay Full Payment - \$16741.48

By January 31, 2016

Property Address: 2905 PAINE AVE

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Wisconsin Bank & Trust lobby locations.		Wisconsin Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed at Noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Online Payments: Visit [www.sheboyganwi.gov](http://www.sheboyganwi.gov) - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292

Tax payment information online at [www.sheboyganwi.gov](http://www.sheboyganwi.gov).

Click on property tax payment options.

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:

**City of Sheboygan**  
828 Center Ave, Suite 205  
Sheboygan WI 53081

City of Sheboygan  
828 Center Ave, Suite 205  
Sheboygan WI 53081

**PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE  
PAID ONE OUNCE  
SHEBOYGAN, WI  
PERMIT NO. 116**

FIRST CLASS MAIL

**ADDRESS SERVICE REQUESTED**

VEOLIA ES INDUSTRIAL SERVICES, INC  
3018 N HIGHWAY 146  
BAYTOWN TX 77520-2665

**IMPORTANT**  
SEE COUNTY BUDGET GRAPHS INSIDE (County Portion of Tax Bill Only)

**TAX STATEMENT**

**Ryan, LLC**  
**Veolia Environmental N. A.**  
 13155 Noel Road, Suite 100  
 Dallas, TX 75240  
 (972) 934-0077

**Bank Of America**  
 901 E Main  
 Dallas, TX 75201  
 214-508-6262

1333

32-2  
 1110TX/1310

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/26/2016	1333	<b>**16,741.48</b>

**PAY** **SIXTEEN-THOUSAND SEVEN-HUNDRED-FORTY-ONE AND 48/100\*\*\*\*\*** Dollars

**TO THE ORDER OF** **City of Sheboygan**  
 828 Center Ave  
 Suite 2015  
 Sheboygan, WI 53081

**MEMO** Acct: 59281915270



⑈ 1333 ⑈ ⑆ 111000025⑆ ⑈ 488038571796 ⑈

Ryan, LLC

1333

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/26/2016	1333	City of Sheboygan			<b>**16,741.48</b>

Ryan, LLC

1333

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/26/2016	1333	City of Sheboygan			<b>**16,741.48</b>

**DUE DATE**  
March 1, 2014

**STATEMENT OF PERSONAL PROPERTY**  
Subject to Assessment January 1, 2014

**2014**

**Who Must File?** Every person, firm, or corporation as defined in Section 70.35 Wis. Statutes receiving from the assessor a return of personal property, must submit the return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

**Failure to File:** If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4), Wis. Statutes.

**Property Owner:** (or in charge as agent, consignee, or other representative capacity)

Veolia ES Industrial Services Inc.  
c/o Ryan, LLC Attn: Brett Koch  
13155 Noel Rd, Ste 100 - Dallas, TX 75240

**FOR ASSISTANCE IN COMPLETING THIS FORM,  
YOU MAY CONTACT THE ASSESSOR.**

☐ Town  
☐ Village of } Sheboygan Falls  
☒ City  
County of Sheboygan

Account Number New 2014  
Property Address: 635 Old County PP  
Sheboygan Falls, WI 53085  
Engaged in Business of services  
☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP  
FEIN # \_\_\_\_\_

School District \_\_\_\_\_ TID # \_\_\_\_\_  
Assessor  
Accurate Appraisal LLC  
PO BOX 415  
Menasha, WI 54942

New Owner Name \_\_\_\_\_  
Owner Site Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone No. ( ) \_\_\_\_\_

Type of Change ☐ Discontinued ☐ Sold  
☐ Incorporated ☐ Moved

Date of Change \_\_\_\_\_

**Schedule A**  
**SUMMARY OF PERSONAL PROPERTY AS OF JANUARY 1, 2014**

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of column 3 is your declaration of personal property "SALY" for Same As Last Year; forms must be filled out completely. Note that registers and single-function fax machines, is excluded from TOTAL ASSESSABLE.



Postage \$ \_\_\_\_\_  
Certified Fee \_\_\_\_\_  
Return Receipt Fee (Endorsement Required) \_\_\_\_\_  
Restricted Delivery Fee (Endorsement Required) \_\_\_\_\_  
Total \_\_\_\_\_  
Sent \_\_\_\_\_  
Street or PO \_\_\_\_\_  
City \_\_\_\_\_

Accurate Appraisal, LLC  
P.O. Box 415  
Menasha, WI 54942

	Column 2 Subtotals	Values ↓ Column 3 Totals	Column 4 LEAVE BLANK
		432,450	2
no Systems (from Sch. D-2)		432,450	3
Sch. F)	10,750	10,750	4A
		443,200	4B
(11)			
Sch. D-1)	3716		
A-003			

I hereby declare on information given to me and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2014.

Owner's Name (please print) <u>Veolia ES Industrial Services Inc.</u>	Signature & Date <u>Lara Lema</u> <u>2/21/14</u>	Preparer's Name (please print) <u>c/o Ryan LLC, Attn: Brett Koch</u>	Signature & Date _____
Owner's Full Address <u>3018 N Hwy 146, Baytown TX 77520</u>	Preparer's Full Address <u>13155 Noel Rd, Ste 100 - Dallas, TX 75240</u>	Owner's Phone Number <u>(713) 307-2144</u>	Preparer's Phone Number <u>(972) 934.0022</u>
Fax Number <u>713-307-7680</u>	Fax Number <u>972.934.4939</u>	E-mail <u>Lara.Lema@veoliaes.com</u>	E-mail <u>brett.koch@ryan.com</u>

2010 1060 0002 3648 2452

**Schedule B  
BOATS AND WATERCRAFT**

Schedule B is for reporting boats and watercraft not exempt. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal).

Column 1 Property Description	Column 2 Year Acquired	Column 3 Cost When Acquired	Column 4 Conversion Factor	Column 5 Declared Value January 1	Column 6 LEAVE BLANK
NA					
<b>Total Declared Value</b>					

Use additional sheets if necessary.

Enter Col. 6 Total on  
Sch. A, Line 1, Col. 3

**Schedule C  
MACHINERY, TOOLS AND PATTERNS**

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize the original asset costs by acquisition year as of January 1 of last year. Enter these costs in column 2. Enter any additions or deletions by acquisition year in column 3.

Column 1 Year Assets Acquired	Column 2 Total Original Installed Cost as of January 1, 2013	Column 3 Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	Column 4 Net Total Original Installed Cost as of Jan. 1, 2014 (Column 2 +/- Column 3)	Column 5 Conver- sion Factor 10 yr.	Column 6 Indexed Not Value (Full Value) on January 1, 2014 (Column 4 x Column 5)	Column 7 LEAVE BLANK
2013	See Attached			.925		
2012				.794		
2011				.688		
2010				.585		
2009				.497		
2008				.439		
2007				.377		
2006				.333		
2005				.287		
2004				.250		
Prior to '04				.137		
<b>Totals</b>						

Enter Col. 6 Total on  
Sch. A, Line 2, Col. 3

**Schedule D  
FURNITURE, FIXTURES AND OFFICE EQUIPMENT**

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries, and other assets related to the sales and administration of your business. Original Cost per column 4, Schedule D should contain all costs of installation and freight, add-ons, and sales tax.

Column 1 Year Assets Acquired	Column 2 Total Original Installed Cost as of January 1, 2013	Column 3 Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	Column 4 Net Total Original Installed Cost as of Jan. 1, 2014 (Column 2 +/- Column 3)	Column 5 Conver- sion Factor 10 yr.	Column 6 Indexed Not Value (Full Value) on January 1, 2014 (Column 4 x Column 5)	Column 7 LEAVE BLANK
2013				.925		
2012	N/A			.794		
2011				.688		
2010				.585		
2009				.497		
2008				.439		
2007				.377		
2006				.333		
2005				.287		
2004				.250		
Prior to '04				.137		
<b>Totals</b>						

Enter Col. 6 Total on  
Sch. A, Line 3, Col. 2

**Schedule D-1**  
**EXEMPT COMPUTER EQUIPMENT AND SOFTWARE (OWNED),**  
**CASH REGISTERS & SINGLE FUNCTION FAX MACHINES**

**Do Not Report Custom Software.** Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers, and single function fax machines.

Column 1 Year Assets Acquired	Column 2 Total Original Installed Cost as of January 1, 2013	Column 3 Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	Column 4 Net Total Original Installed Cost as of Jan. 1, 2014 (column 2 +/- column 3)	Column 5 Conversion Factors 4 yr.	Column 6 Indexed Net Value (Full Value) on January 1, 2014 (Column 4 x Column 5)	Column 7 LEAVE BLANK
2013				.813		
2012	See Attached			.513		
2011				.327		
2010				.204		
2009				.128		
2008				.080		
2007				.050		
Prior to '07				.031		
Totals						

Total leased equipment from Schedule F, Column 7 .....

Combined  
Totals

**NOTE:** Per Section 70.36(1m) Any person, firm or corporation that fails to include information on property that is exempt under s. 70.11(39) and (39m) on the report under s. 70.35 shall forfeit \$10 for every \$100 or major fraction thereof that is not reported.

Enter Col. 6 Total on  
Sch. A, Line 4, Col. 2

**Schedule D-2**

**MULTIFUNCTION FAXES, COPIERS, POSTAGE METERS, AND TELEPHONE SYSTEMS, AND COMPUTERIZED EQUIPMENT**

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs), and equipment with embedded computerized components.

Column 1 Year Assets Acquired	Column 2 Total Original Installed Cost as of January 1, 2013	Column 3 Additions, Disposals, and Transfers at Cost Since Jan. 1, 2013	Column 4 Net Total Original Installed Cost as of Jan. 1, 2014 (column 2 +/- column 3)	Column 5 Conversion Factors 6 yr.	Column 6 Indexed Net Value (Full Value) on January 1, 2014 (Column 4 x Column 5)	Column 7 LEAVE BLANK
2013				.875		
2012	NA			.663		
2011				.507		
2010				.380		
2009				.285		
2008				.223		
Prior to '08				.124		
Totals						

Enter Col. 6 Total on  
Sch. A, Line 5, Col. 2

**Schedule E**

**BUILDINGS ON LEASED LAND**

Report buildings, structures, and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you. Enter your opinion of value in column 4.

Column 1 Property Description	Column 2 Year Acquired	Column 3 Cost When Acquired	Column 4 Declared Value January 1	Column 5 LEAVE BLANK
NA				
Total Declared Value				

Enter Col. 4 Total on  
Sch. A, Line 11, Col. 3

**Schedule F  
LEASED EQUIPMENT (Property in Charge of But Not Owned)**

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, or advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. These items may or may not be assessed to you. Frequently, leases state whether the owner or the lessee is responsible for the personal property taxes. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal). Factors for computer equipment can be found on Schedule D-1.

Column 1 Name and Address of Leasing Company*	Column 2 Type of Equipment and Lease No.	Column 3 Gross Annual Rent	Column 4 Year Installed	Column 5 Original Cost	Column 6 Indexed Value Taxable Equipment	Column 7 Indexed Value Computer	Column 8 LEAVE BLANK
NA							

\* Leasing Companies: To avoid duplication of assessment, provide the same information requested on this schedule including name and location of lessees.

**Totals**

Enter Col. 6  
Total on Sch. A,  
Line 7, Col. 2

Enter Col. 7 Total on  
Sch. D-1 on page 3,  
near bottom of Col. 6

**Schedule G  
SUPPLIES**

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, in your possession on January 1.

January 1, 2014 Supplies Inventory .....	\$ 10,750
--	-----------

Enter amount on Sch. A, Line 8, Col. 2

**Schedule H**

**ALL OTHER PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, SIGNS, BILLBOARDS, VIDEO TAPES, LOGS & FOREST PRODUCTS, OTHER IMPROVEMENTS ON LEASED LAND (EXEMPT), FOREST CROP LAND, OR MANAGED FOREST LAND**

Report all leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. *Composite Conversion Factors* and a table of *Composite Useful Lives* on various equipment can be found at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal).

Column 1 Year Acquired	Column 2 Property Description	Column 3 Cost When Acquired	Column 4 Conversion Factor	Column 5 Declared Value January 1	Column 6 LEAVE BLANK
	NA				
<b>Total</b>					

Use additional sheets if necessary.

Enter Col. 5 Total on  
Sch. A, Line 9, Col. 2

Please provide the following lease provisions:

- Term: From (MM/YR) \_\_\_\_\_ To (MM/YR) \_\_\_\_\_
- Square foot of leased area \_\_\_\_\_ S.F.
- Annual Rental \$ \_\_\_\_\_ Percentage Rental \_\_\_\_\_ %
- Rent includes (check any that apply): ☐ Electric ☐ Heat ☐ Real Estate Taxes ☐ Parking ☐ Common Area Maintenance  
☐ Other (describe) \_\_\_\_\_



Veolia ES Industrial Services, Inc.  
635 Old County PP - Sheboygan Falls, WI 53085  
Account #: New 2014

2014 Depreciation Schedule				
2014 Class	Acq Year	Total	% Good	Declared Value
Sch C: M&E	2012	120,750	79.40%	95,876
	2011	112,732	88.80%	77,559
	2008	56,261	43.90%	24,699
	2007	400,463	37.70%	150,974
	2002	171,001	13.70%	23,427
	2000	15,000	13.70%	2,055
	1998	251,151	13.70%	34,408
	1997	11,867	13.70%	1,626
	1996	43,854	13.70%	6,008
	1990	115,462	13.70%	15,818
Sch C: M&E Total		1,298,540		432,450
Sch D1: Comps	2012	2,960	51.30%	1,519
	2011	4,574	32.70%	1,496
	2010	1,390	20.40%	284
	2009	1,057	12.80%	135
	2007	4,053	5.00%	203
	2006	2,586	3.10%	80
Sch D1: Comps Total		16,621		3,716
Sheboygan Falls Total		1,315,161		436,166

Veolia ES Industrial Services, Inc.  
635 Old County PP - Sheboygan Falls, WI 53085  
Account #: New 2014

2014 Detailed Asset List						
Oper Unit	2014 City	Asset ID	Desc	2014 Class	Acq Year	Sum Cost
31003	Sheboygan Falls	7738	HP SB 6560B LAPTOP	Sch D1: Comps	2012	1,480
31003	Sheboygan Falls	7735	HP SB 6560B LAPTOP	Sch D1: Comps	2012	1,480
31003	Sheboygan Falls	7087	HP SB 6450B Laptop	Sch D1: Comps	2011	1,832
31003	Sheboygan Falls	7283	HP SB 2560P Laptop	Sch D1: Comps	2011	1,564
31003	Sheboygan Falls	7164	HP SB 6005 Desktop	Sch D1: Comps	2011	1,178
31003	Sheboygan Falls	6858	HP6005 E Desktop	Sch D1: Comps	2010	695
31003	Sheboygan Falls	6859	HP 6005 E Desktop	Sch D1: Comps	2010	695
31003	Sheboygan Falls	6373	Desktop Workstation 10565	Sch D1: Comps	2009	1,057
31003	Sheboygan Falls	6172	HP 6710B T7300 Laptop	Sch D1: Comps	2007	2,028
31003	Sheboygan Falls	6173	HP 6710B T7300 Laptop	Sch D1: Comps	2007	2,028
31003	Sheboygan Falls	6082	LAPTOP COMPUTER	Sch D1: Comps	2008	2,588
31003	Sheboygan Falls	7797	2012 BALZER VAC AND INJ UNIT	Sch C: M&E	2012	120,750
31003	Sheboygan Falls	6983	Refurb Unit 912075	Sch C: M&E	2011	88,628
31003	Sheboygan Falls	7110	Refurb Unit 912075 Prosvac	Sch C: M&E	2011	24,104
31003	Sheboygan Falls	6178	Terragator Refurb Unit 912014	Sch C: M&E	2008	58,261
31003	Sheboygan Falls	6170	Terragator	Sch C: M&E	2007	315,941
31003	Sheboygan Falls	6174	2000 JHC WET VAC	Sch C: M&E	2007	84,522
31003	Sheboygan Falls	1711	CAMERA TRUCK W/ EXP. PROOF CAM	Sch C: M&E	2002	138,789
31003	Sheboygan Falls	6143	1990 NATIONAL CRANE ON IHC CHA	Sch C: M&E	2002	32,212
31003	Sheboygan Falls	6063	6500 GALLON AG TYPE LIQUID WAS	Sch C: M&E	2000	15,000
31003	Sheboygan Falls	6062	WHEEL LOADER/JOHN DEERE/844G/H	Sch C: M&E	1998	189,215
31003	Sheboygan Falls	6044	98 MODEL 2060 MUSTANG SKIDSTEE	Sch C: M&E	1998	30,461
31003	Sheboygan Falls	6045	GEHL 1330 SCAVENGER SPREADER/8	Sch C: M&E	1998	22,181
31003	Sheboygan Falls	6042	INJECTION TOOL BAR FOR H112014	Sch C: M&E	1998	9,294
31003	Sheboygan Falls	6035	30YD/RO/CAN MACHINE/22244/N/RA	Sch C: M&E	1997	5,934
31003	Sheboygan Falls	6036	30YD/RO/CAN MACHINE/22245/N/RA	Sch C: M&E	1997	5,934
31003	Sheboygan Falls	6027	AG-GATOR/3004/H/980/U/ /3001020	Sch C: M&E	1998	29,000
31003	Sheboygan Falls	6034	GORMAN RUPP PUMP /U/CZ-4039D	Sch C: M&E	1996	9,231
31003	Sheboygan Falls	6033	INJECTION SYSTEM/BRILLION/1098	Sch C: M&E	1996	6,623
31003	Sheboygan Falls	6043	WHEEL LOADER-JOHN DEERE	Sch C: M&E	1990	115,462

**Certified Mail #:** 7010 1060 0002 3648 2453

February 27, 2014

Accurate Appraisal LLC  
PO BOX 415  
Menasha, WI 54942

Dear Assessor:

**Owner:** Veolia ES Industrial Services Inc.  
**Location:** 635 Old Country Rd – Sheboygan Falls, WI  
**Account #:** New 2014

Please find attached the 2014 Personal Property Schedule for the account referenced above.

Also, please begin sending all correspondence pertaining to these accounts to the following address of our new Tax Agents:

Ryan, LLC  
Attn: Brett Koch  
13155 Noel Rd, Ste. 100  
Dallas, TX 75240

Thank you for your assistance and please call Brett Koch at 972.934.0022 if you have any questions.

Respectfully,

STATE OF WISCONSIN  
PERSONAL PROPERTY TAX BILL FOR 2014  
CITY OF SHEBOYGAN FALLS  
SHEBOYGAN COUNTY

VEOLIA ES INDUSTRIAL SERVICE INC  
ATTN RUAN LLC BRETT KOCH

PROPERTY NUMBER: 59282926040  
Correspondence should refer to Property Number.

12

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year tax
		443,200	104.567			423,840	
TAXING JURISDICTION		2013 Est. State Aids Allocated Tax Dist	2014 Est. State Aids Allocated Tax Dist	2013 Net Tax	2014 Net Tax	% Tax Change	NET PROPERTY TAX
STATE COUNTY C-SHEB. FALLS SCHL - 5278 TCDB 11			381799		71.98		9233.84
			728194		2327.39		
			7435533		2714.47		
			170901		3789.50		
					330.50		
TOTAL			8716427		9233.84		TOTAL DUE FOR FULL PAYMENT PAY BY JANUARY 31, 2015 <b>\$9233.84</b>
		Lottery & Gaming Credits					
		Net Property Tax		9233.84	100.0		
School taxes reduced by school levy tax credit		675.56	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect Lottery Credits) <b>20.8344751</b>		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse
635 OLD COUNTY RD							

VEOLIA ES INDUSTRIAL SERVICE INC  
ATTN RUAN LLC BRETT KOCH  
13155 NOEL RD STE 100  
DALLAS TX 75240-5050

SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT  
PERSONAL PROPERTY TAX BILL FOR 2014



AC111415

Please make all payments to the City of Sheboygan Falls.

Property Number: 59282926040

Name: VEOLIA ES INDUSTRIAL SERVICE INC  
ATTN RUAN LLC BRETT KOCH  
13155 NOEL RD STE 100  
DALLAS TX 75240-5050

Pay 1st Installment - \$9233.84

Or

Pay Full Payment - \$9233.84

By January 31, 2015

Property Address: 635 OLD COUNTY RD

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan Falls Temporary City Hall 308 Buffalo Street Sheboygan Falls (across street from YMCA)	Mon - Fri	Noon-4:00	Community Bank & Trust Lobby 1160 Fond du Lac Avenue Sheboygan Falls	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25 & 1/01. Closed at 5:00 12/31 & Open 1/1

Other Drop Off Site: None

Drop Box: Municipal building parking lot, east Exit, 375 Buffalo Street

Dates Municipality Closed: 12/24, 12/25, 12/31, & 1/01.

Online Payments: No

Telephone: 920-467-7900 Ext. 111

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:

City of Sheboygan Falls  
Joel J Tauschek, Treasurer  
375 Buffalo St, PO Box 186  
Sheboygan Falls WI 53085

Amount: \$9,233.84 Sequence Number: 9692106075  
Account: 488038571796 Capture Date: 02/05/2015  
Bank Number: Check Number: 1129

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE UNCOLORED. ANY ALTERATION IS EASY TO DETECT.

<b>Ryan, LLC</b> <b>Veolia Environmental N. A.</b> 13155 Noel Road, Suite 100 Dallas, TX 75240 19771 974-0777	<b>Bank Of America</b> 901 E Main Dallas, TX 75201 214-508-6262	<b>1129</b> 32-2 11107X/1310
---	--	------------------------------------

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/30/2015	1129	**9,233.84

**PAY** **NINE-THOUSAND TWO-HUNDRED-THIRTY-THREE AND 84/100\*\*\*\*\*** Dollars

**TO THE ORDER OF** **CITY OF SHEBOYGAN FALLS**  
375 BUFFALO STREET  
PO BOX 186  
SHEBOYGAN FALLS, WI 53085

**MEMO** 59282926040

*[Signature]*  
CFO AND MANAGING PRINCIPAL

⑈1129⑈ ⑆111000025⑆ ⑈488038571796⑈

774634488

PAY TO THE ORDER OF  
WELLS FARGO BANK, WISCONSIN, N.A.  
LAST DEPOSIT ONLY  
CITY OF SHEBOYGAN FALLS  
JEB. L. VASCHER, CITY CLERK, 78245  
630010472

Due Date  
Mar 1, 2015

## 2015 Prepared Statement of Personal Property

Subject to Assessment January 1, 2015

2015

**Who must file:** Every person, firm or corporation as defined in section 70.35 WI Statutes receiving from the assessor a return of personal property, must submit such return to the assessor on or before March 1. This return is confidential and is not available for public inspection.

**Failure to file:** If you fail to file, the assessor must estimate the value of your property using the best information available. In addition, you shall be denied any right of abatement by the board of review, under Section 70.35(4) WI Statutes.

**Property owner (or in his/her charge as agent, consignee, or other representative capacity):**

Veolia ES Industrial Services Inc.  
Attn: Ruan, LLC Attn: Brett Koch  
13155 Noel Rd Ste 100  
Dallas, TX 75240

☐ Sole proprietorship  
☐ Partnership  
☒ Corporation  
☐ LLC  
☐ LLP

FEIN:

Account # 926040

Property addr: 635 Old County Rd

Municipality: City of Sheboygan Falls

County: Sheboygan

**Business activity:**

<b>Status Change</b>	<input type="checkbox"/> Business moved out of municipality (indicate new address on right)	<b>New Owner</b>	Name:
	<input type="checkbox"/> Business sold (indicate new owner & address to the right)		Address:
	<input type="checkbox"/> Business discontinued		City, ST, Zip:
	Date business status changed:		Phone:

### Schedule A

#### Summary of Personal Property as of January 1, 2015

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of the column titled 'Assessable Property' is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for "Same as Last Year"; forms must be filled out completely. Note that Schedule D-1 (exempt computers, software, cash registers and single function fax machines) is excluded from the total assessable.

Property Description	Non-assessable Property	Assessable Property
Boats and other watercraft (Schedule B)		\$
Machinery, tools and patterns (Schedule C)	PLEASE SEE ATTACHED *	
Furniture, fixtures and office equipment (Schedule D)		\$
Exempt computers, software, single function faxes & cash registers (Schedule D-1)	\$	
Multifunction faxes, copiers, postage meters, phone systems, etc (Schedule D-2)		\$
Improvements on leased land (Schedule E)		\$
Supplies (Schedule G)		\$
Other personal property (Schedule H)		\$
Total assessable (may not include all buildings on leased land if assessor has not determined value)		\$

I hereby declare all information given is true and correct for all the personal property for which I am subject to assessment and which was owned by me or held in my possession on January 1, 2015.

Owner's name (please print) Martin Vosburg		Preparer's name (if other than owner) (please print) Brett Koch	
Owner's mailing address (if different than above) 125 S 84th St, Ste 175 Milwaukee, WI 53214		Preparer's mailing address 13155 NOEL RD, STE 100, DALLAS, TX 75240	
Owner's signature Martin V.	Date signed 3/30/15	Preparer's signature Brett Koch	Date signed
Owner's phone number (414) 479-2645	Owner's fax number	Preparer's phone number 772.934.0022	Preparer's fax number 772.934.4939
Owner's email address Martin.Vosburg@veolia.com		Preparer's email address brett.koch@ryan.com	

Return to: City Of Sheboygan Falls  
PO Box 186  
375 Buffalo St  
Sheboygan Falls, WI 53085-0186

If you have any questions about this form, please contact:

**Schedule B**  
**Boats and Other Watercraft**

Schedule B is for reporting boats and other watercraft not exempt. See tables of Composite Useful Lives and Conversion Factors at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal) to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2015.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2015
	NONE			
Use additional sheets if necessary				Total declared value (enter here and on Schedule A)

**Schedule C**  
**Machinery, Tools and Patterns**

Report all machinery and shop equipment. Take the costs shown from your accounting records. Any variation from information contained in your income tax return must be explained by letter or schedule. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	\$0			0.925	
2013				0.794	
2012	\$120,750	* PLEASE SEE ATTACHED *		0.681	
2011	\$112,732			0.591	
2010				0.507	
2009				0.431	
2008	\$58,261			0.380	
2007	\$400,462			0.330	
2006				0.287	
2005	\$126,891			0.250	
Prior to '05	\$335,500			0.139	
Total declared value (enter here and on Schedule A)					

**Schedule D**  
**Furniture, Fixtures and Office Equipment**

Report such assets as office, store and professional furniture, fixtures and equipment, business and professional libraries and other assets related to the sales and administration of your business. Original costs shown in columns 2 and 4 should include all costs of installation, freight, add-ons, and sales tax. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	\$0			0.925	
2013	NONE			0.794	
2012				0.681	
2011				0.591	
2010				0.507	
2009				0.431	
2008				0.380	
2007				0.330	
2006				0.287	
2005				0.250	
Prior to '05				0.139	
Total declared value (enter here and on Schedule A)					

**Schedule D-1**  
**Exempt Computer Hardware, Software, Single Function Fax Machines, Cash Registers**  
**Include Only Property that is Owned by You (Not Leased)**

Do not report custom software. Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers and single function fax machines. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (4 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	\$0			0.813	
2013	\$4,670			0.513	
2012				0.323	
2011	*PLEASE SEE ATTACHED*			0.206	
2010				0.130	
2009				0.081	
2008				0.051	
Prior to '08				0.032	
				<b>Total declared value</b>	
				(enter here and on Schedule A)	

Note: Per Section 70.38(1M) Any person, firm or corporation that fails to include information on property that is exempt under Section 70.11(39) and (39m) on the report under Section 70.35 shall forfeit \$10 for every \$100 or major fraction thereof that is not reported.

**Schedule D-2**  
**Multifunction Fax Machines, Copiers, Postage Meters, Telephone Systems and Computerized Equipment**

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs) and equipment with embedded computerized components. Summarize all assets by the year the asset was acquired. Assets owned on January 1, 2014 should be summarized in column 2. Assets owned on January 1, 2015 should be summarized in column 4.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2014 by Year Acquired	column 3 Additions, Disposals and Transfers During 2014 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2015 by Year Acquired	column 5 Conversion Factor (6 year)	col 4 x col 5 Declared Value on Jan 1, 2015
2014	\$0			0.875	
2013	NONE			0.663	
2012				0.502	
2011				0.384	
2010				0.291	
2009				0.218	
Prior to '09				0.128	
				<b>Total declared value</b>	
				(enter here and on Schedule A)	

**Schedule E**  
**Improvements on Leased Land**

Report buildings, structures and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you.

Year Asset Acquired	Description of Building	Property Address	Value on Jan 1, 2015 (Determined by Assessor)
			<b>Total declared value</b>
			(enter here and on Schedule A)

Use additional sheets if necessary



### Schedule F

#### Leased Equipment (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

### Schedule G

#### Supplies

Report your supplies inventory. Supplies include items which are expensed, not subject to resale, but are necessary in the conduct of business, or are consumed in the operations of providing customer services. Supplies are items such as those used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning, and any other supplies in your possession on January 1, 2015.

Total supplies inventory on Jan 1, 2015. Do not itemize. Enter here and on Schedule A.	7,351
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### Schedule H

#### All Other Personal Property, Leasehold Improvements, Signs, Billboards, Video Tapes, Logs and Forest Products, Other Improvements on Leased Land (Exempt), Forest Crop Land, or Managed Forest Land

Report all other leasehold improvements and other personal property not reported on a separate schedule. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. This schedule also includes logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing use of such property. Merchant's or manufacturing stock are exempt. Report improvements on leased land (exempt) and privately owned structures, billboards, or special taxed land. See tables of Composite Useful Lives and Conversion Factors at [www.revenue.wi.gov/report/p.html#personal](http://www.revenue.wi.gov/report/p.html#personal) to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2015.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Declared Value on Jan 1, 2015
Total declared value (enter here and on Schedule A)				

Use additional sheets if necessary

Veolia ES Industrial Services, Inc.  
635 Old Country Rd, Sheboygan Falls, WI  
Account: 926040

**TAX YEAR 2015 - RETURN SUMMARY**

Oper Unit	2015 RYAN SITUS	STATE CLASS	YEAR	Cost	% GOOD	RCNLD	
31003	Sheboygan Falls, WI	Computer Equip	2006	2,586	3.2%	83	
			2007	5,429	3.2%	174	
			2009	1,057	8.1%	86	
			2010	1,390	13.0%	181	
			2011	4,574	20.6%	942	
			2012	2,960	32.3%	956	
			2013	6,083	51.3%	3,121	
		Computer Equip Total			24,080	3.2%	5,542
		M&E	1990	115,462	13.9%	16,049	
			1994	5,603	13.9%	779	
			1996	74,654	13.9%	10,377	
			1997	16,912	13.9%	2,351	
			1998	147,581	0.0%	20,514	
			1999	23,806	13.9%	3,309	
			2000	163,121	13.9%	22,674	
			2001	40,155	13.9%	5,582	
			2002	192,784	13.9%	26,797	
			2007	400,463	33.0%	132,153	
			2008	56,261	38.0%	21,379	
			2011	112,732	59.1%	66,624	
			2012	120,750	68.1%	82,231	
			2013	124,950	79.4%	99,210	
		M&E Total			1,595,234	0.0%	510,028
		Sheboygan Falls, WI Total			1,619,314	0.0%	515,570



Veolia ES Industrial Services, Inc.  
635 Old Country Rd, Sheboygan Falls, WI  
Account: 59282926040

ASSET RETIREMENTS

City	2014 Classification	Asset ID	Description	Acq Year	Total
Sheboygan Falls	Mach & Equip	6062	WHEEL LOADER/JOHN DEERE/644G/1	1998	189,215
		7796	2000 Volvo TMACL	2012	0
Sheboygan Falls Total					189,215



TAX YEAR 2015 - ASSET DETAIL

Oper Unit	2016 RYAN SITUS	STATE CLASS	YEAR	RYAN ASSET ID	Descr	Cost	% GOOD	RCNLD
31003	Sheboygan Falls, WI	Computer Equip	2008	6082	LAPTOP COMPUTER	2,588	3.2%	83
			2008 Total			2,588	3.2%	83
			2007	6003	Desktop - A Payant	1,376	3.2%	44
				6172	HP 6710B T7300 Laptop	2,026	3.2%	65
				6173	HP 6710B T7300 Laptop	2,026	3.2%	65
			2007 Total			5,428	3.2%	174
			2009	6373	Desktop Workstation 16565	1,057	8.1%	88
			2009 Total			1,057	8.1%	88
			2010	6858	HP6005 E Desktop	695	13.0%	90
				6859	HP 6005 E Desktop	695	13.0%	90
			2010 Total			1,390	13.0%	181
			2011	7067	HP SB 6450B Laptop	1,832	20.6%	377
				7164	HP SB 6005 Desktop	1,178	20.6%	243
				7283	HP SB 2580P Laptop	1,564	20.6%	322
			2011 Total			4,574	20.6%	942
			2012	7735	HP SB 6560B Laptop	1,480	32.3%	478
				7736	HP SB 6560B Laptop	1,480	32.3%	478
			2012 Total			2,960	32.3%	956
			2013	7972	HP SB 6560B Laptop	1,483	51.3%	761
				7973	HP SB 6560B Laptop	1,489	51.3%	764
				7984	HP SB 6560B Laptop	1,493	51.3%	766
				8404	HP SB 8570P Laptop	1,618	51.3%	830
			2013 Total			6,083	51.3%	3,121
		Computer Equip Total				24,080	3.2%	6,542
		M&E	1990	6043	WHEEL LOADER-JOHN DEERE	115,462	13.9%	16,049
			1990 Total			115,462	13.9%	16,049
			1994	5905	40 Yd Roll-Off Boxes (1) - #86	3,203	13.9%	446
				5907	30 YD Roll-Off Box #7043	2,400	13.9%	334
			1994 Total			5,603	13.9%	779
			1998	5896	ADDITIONAL CHARGE LOADER/CATER	30,800	13.9%	4,281
				6027	AG-GATOR/3004/1980/U/ /3001020	29,000	13.9%	4,031
				6033	INJECTION SYSTEM/BRILLION/1998	5,623	13.9%	782
				6034	GORMAN RUPP PUMP A/CZ-4039D	9,231	13.9%	1,283
			1998 Total			74,654	13.9%	10,377
			1997	5935	CER# D197002/Cab for D5H Cat D	5,045	13.9%	701
				6035	30YD/RO/CAN MACHINE/22244/N/RA	5,934	13.9%	825
				6036	30YD/RO/CAN MACHINE/22245/N/RA	5,934	13.9%	825
			1997 Total			16,912	13.9%	2,351
			1998	5917	30 bucket for EL200 Cat	3,160	13.9%	438
				5919	GEHL 1330 SCAVENGER SPREADER/6	26,678	13.9%	3,708
				5923	98 EAST FRAME TYPE ALUMINUM DR	65,818	13.9%	7,759
				6042	INJECTION TOOL BAR FOR H112014	9,294	13.9%	1,292
				6044	98 MODEL 2060 MUSTANG SKIDSTEE	30,461	13.9%	4,234
				6045	GEHL 1330 SCAVENGER SPREADER/6	22,181	13.9%	3,083
				6082	WHEEL LOADER/JOHN DEERE/644G/1	0	0.0%	0
			1998 Total			147,581	0.0%	20,514
			1999	5931	3182XE ALKOTA PRESSURE WASHER	3,072	13.9%	427
				5936	Undercarriage parts & Trsprt/C	720	13.9%	100
				5937	Cat D5H Dozer Undercarriage/CE	20,014	13.9%	2,782
			1999 Total			23,806	13.9%	3,309
			2000	5938	MILLERMATIC 250 WINE FEED WELD	2,804	13.9%	390
				5939	MOUNTING KIT & CAB PROTECTOR O	2,020	13.9%	281
				5940	CATERPILLAR 320 BL EXCAVATOR	143,297	13.9%	19,918
				6063	5500 GALLON AG TYPE LIQUID WAS	15,000	13.9%	2,085
			2000 Total			163,121	13.9%	22,674
			2001	5947	UNDERCARRIAGE REPLACEMENT	28,650	13.9%	3,982



TAX YEAR 2015 - ASSET DETAIL

Oper Unit	2015 RYAN SITUS	STATE CLASS	YEAR	RYAN ASSET ID	Descr	Cost	% GOOD	RCNLD		
31003	Sheboygan Falls, WI	M&E	2001	6950	TRANSMISSION REBUILD ON UNIT H	11,508	13.9%	1,599		
			2001 Total					40,155	13.9%	5,582
			2002	1711	CAMERA TRUCK W/ EXP. PROOF CAM	138,789	13.9%	19,282		
				5958	QUICK DISCONNECT W/ FORK ASSEM	16,783	13.9%	2,333		
				5959	CLEO ACE 14 GENERAL DUTY EX	5,000	13.9%	695		
				6143	1990 NATIONAL CRANE ON IHC CHA	32,212	13.9%	4,477		
			2002 Total					192,784	13.9%	26,797
			2007	6170	Terragator	315,941	33.0%	104,261		
				6174	2000 JHC WET VAC	84,522	33.0%	27,892		
			2007 Total					400,463	33.0%	132,153
			2008	6178	Terragator Refurb Unit 912014	58,261	38.0%	21,379		
			2008 Total					58,261	38.0%	21,379
			2011	6983	Refurb Unit 912075	88,628	59.1%	52,379		
				7110	Refurb Unit 912075 Prosvac	24,104	59.1%	14,245		
			2011 Total					112,732	59.1%	66,624
			2012	7797	2012 BALZER VAC AND INJ UNIT	120,750	68.1%	82,231		
			2012 Total					120,750	68.1%	82,231
			2013	8333	Pull-Behind Biosolids Injector	124,950	79.4%	99,210		
			2013 Total					124,950	79.4%	99,210
			M&E Total						1,595,234	0.0%
		Sheboygan Falls, WI Total						1,019,314	0.0%	515,570

**Certified Mail #:**

March 25, 2015

Accurate Appraisal, LLC.  
PO Box 415  
Menasha, WI 54942

City of Sheboygan Falls  
375 Buffalo St.  
Sheboygan, WI 53085-0186  
Falls

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

es, Inc.  
eboygan, WI

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

PPT IS  
Postmark  
Here  
3/30

sonal Property Schedule for the account referenced  
ondence pertaining to this account to the following

City of Sheboygan Falls  
375 Buffalo St  
Sheboygan Falls, WI 53085-0186

PS Form 3800, AUGUST 2006 (See Reverse for Instructions)

Thank you for your assistance and please call Brett Koch at 972.934.0022 if you have any questions.

Respectfully,

STATE OF WISCONSIN  
PERSONAL PROPERTY TAX BILL FOR 2015  
CITY OF SHEBOYGAN FALLS  
SHEBOYGAN COUNTY

VEOLIA ES INDUSTRIAL SERVICE INC  
ATTN RUAN LLC BRETT KOCH

PROPERTY NUMBER: 59282926040  
Correspondence should refer to Property Number.

16

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
		517,400	103.468			500,060	

TAXING JURISDICTION	2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change	NET PROPERTY TAX
STATE			71.98	85.07	18.2	<b>10732.63</b>  RYAN, LLC  DEC 16 2015  RECEIVED
COUNTY			2327.39	2819.55	21.1	
C-SHEB. FALLS	381799	379182	2714.47	3159.45	16.4	
SCHL - 5278	728194	808610	3789.50	4266.84	12.6	
TCDB 11	7435533	7002849	330.50	401.72	21.5	
	170901	703505				
TOTAL 8716427    8894146    9233.84    10732.63    16.2						<b>TOTAL DUE FOR FULL PAYMENT</b> PAY BY JANUARY 31, 2016  <b>\$10732.63</b>
Lottery & Gaming Credit Net Property Tax    9233.84    10732.63    16.2						

School taxes reduced by school levy tax credit <div style="text-align: right;">895.60</div>	<b>IMPORTANT:</b> Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.	Net Assessed Value Rate (Does NOT reflect Lottery Credits)  <div style="text-align: right;">20.7433803</div>	Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse
--	--	---	--

635 OLD COUNTY ROAD PP

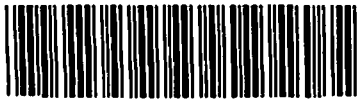
VEOLIA ES INDUSTRIAL SERVICE INC  
ATTN RUAN LLC BRETT KOCH  
13155 NOEL RD STE 100  
DALLAS TX 75240-5050

SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT  
PERSONAL PROPERTY TAX BILL FOR 2015**



AC111415

Please make all payments to the City of Sheboygan Falls.

Property Number: 59282926040

Name: VEOLIA ES INDUSTRIAL SERVICE INC  
ATTN RUAN LLC BRETT KOCH  
13155 NOEL RD STE 100  
DALLAS TX 75240-5050

Pay 1st Installment - \$10732.63

Or

Pay Full Payment - \$10732.63

By January 31, 2016

Property Address: 635 OLD COUNTY ROAD PP

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan Falls City Hall (second floor) 375 Buffalo Street Sheboygan Falls	Mon - Fri	Noon-4:00	Wisconsin Bank & Trust Lobby 1160 Fond du Lac Avenue Sheboygan Falls	Bring tax bill and payment. Lobby hours: Mon- Fri 9:00 AM - 5:00 PM Closed at noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Other Drop Off Site: None

Drop Box: Municipal building parking lot, east Exit, 375 Buffalo Street

Dates Municipality Closed: 12/24, 12/25, 12/31, & 1/01.

Online Payments: No

Telephone: 920-467-7900 Ext. 111

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

Make check payable and mail to:

City of Sheboygan Falls  
Joel J Tauschek, Treasurer  
375 Buffalo St, PO Box 186  
Sheboygan Falls WI 53085

**Ryan, LLC**  
**Veolia Environmental N. A.**  
 13155 Noel Road, Suite 100  
 Dallas, TX 75240  
 (972) 934-0022

**Bank Of America**  
 901 E Main  
 Dallas, TX 75201  
 214-508-6262

1327

32-2  
 1110TX/1310

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/18/2016	1327	**10,732.63

**PAY** **TEN-THOUSAND SEVEN-HUNDRED-THIRTY-TWO AND 63/100\*\*\*\*\*** Dollars

**TO THE ORDER OF** **City of Sheboygan Falls**  
 375 Buffalo St  
 P.O. Box 186  
 Sheboygan Falls, WI 53085

**MEMO** Acct: 926040



⑈ 1327 ⑈ ⑆ 111000025⑆ ⑈ 488038571796 ⑈

Ryan, LLC

1327

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/18/2016	1327	City of Sheboygan Falls			**10,732.63

Ryan, LLC

1327

INVOICE NUMBER	DESCRIPTION	AMOUNT	DISCOUNT TAKEN	NET AMOUNT

CHECK DATE	CHECK NUMBER	PAYEE NAME	TOTAL AMOUNT	DISCOUNT	CHECK AMOUNT
01/18/2016	1327	City of Sheboygan Falls			**10,732.63



VI

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

Your Committee to whom was referred R. O. No. 280-15-16 by the City Clerk submitting a communication from Jason Armstrong, Taxpayer's Representative of Veolia ES Industrial Services, Inc., 2905 Paine Ave., Sheboygan, WI to request a refund of property taxes paid in error; recommends that the request be denied.

Consent

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

Committee

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

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

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

Other Matters

7.2

II

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO DENY

R. O. No. 293 - 15 - 16. By CITY CLERK. March 7, 2016.

Submitting a claim from Linda L. Graves for alleged damages when the police broke her back door as they had a search warrant for a Bryan Graves.

Finance

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City Clerk

DATE RECEIVED \_\_\_\_\_

RECEIVED BY MD

CLAIM NO. 25-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 7'16 AM 10:56

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: LINDA L. GRAVES
2. Home address of Claimant: 2114 A. N. 13 St, SHEBOYGAN, WI
3. Home phone number: (920) 889-4303
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Feb 9, 2016 5:00pm?
6. Where did damage or injury occur? (give full description) While I was at work, the police broke my back door, they had a search warrant looking for Bryan C Graves who does
7. How did damage or injury occur? (give full description) The police smashed the lock on the door & damaged lock & door.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: Officer Bahr?
  - (b) Claimant's statement of the basis of such liability: They had the wrong address for Bryan C Graves
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: N/A
  - (b) Claimant's statement of basis for such liability: N/A



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

no injuries. The door was broken & the locks

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

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

Auto: \$ N/A

Property: \$ 625.00

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

**TOTAL** \$ 625.00

Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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

SIGNATURE OF CLAIMANT

Linda S. Graves

DATE

3-3-16

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

DATE RECEIVED \_\_\_\_\_

RECEIVED BY MD

CLAIM NO. 25-15

CLAIM

Claimant's Name: LINDA GRAVES

Auto \$ N/A

Claimant's Address: 2114 A. N. 13 St

Property \$ 625.00

SHEBOYGAN, WI

Personal Injury \$ N/A

Claimant's Phone No. (920) 889-4303

Other (Specify below) \$ N/A

**TOTAL** \$ 625.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 625.00.

SIGNED

Linda Graves

DATE:

3-3-16

ADDRESS:

2114 A. N. 13 St

SHEBOYGAN, WI

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

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

**Anytime Home Improvements**  
**1522 Bell Ave,**  
**Sheboygan, WI 53083**  
**920-331-1387**

Linda Graves  
2114A North 13<sup>th</sup> Street  
Sheboygan, WI 53081  
920-889-4303

**Invoice #2182016**

Remove exterior screen door, metal door trim, and wood trim work.  
Remove damaged 32 inch exterior door with half window at top and dispose of properly.  
Purchase new 32" Ext door with window from Home Depot and deliver to customers home.  
Install new Ext door, insulate, reinstall wood trim, and caulk.  
Reinstall old screen door over the new exterior door.

Materials	\$325
Labor	\$300
<b>Total</b>	<b><u>\$625</u></b>

Payment is due upon completion of this invoice in the total of six hundred twenty-five dollars (\$625).  
All completed invoices have a one year craftsmanship warranty upheld by sub-contractor.

I Linda Graves accept the terms of this invoice. Date 2-20-16

Payment method Check #3461 \$625 Date 2-20-16

Contractor Tom B. Hugs Date 2-20-16

VI

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

Your Committee to whom was referred R. O. No. 293-15-16 by the City Clerk submitting a claim from Linda L. Graves for alleged damages when the police broker her back door as they had a search warrant for a Bryan Graves; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

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

Committee

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

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

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

Other Matters

II

ACTION BY FINANCE COMMITTEE 3/14/2016:

MOTION TO APPROVE PAYMENT IN THE AMOUNT OF \$1,456.50

7.4

R. O. No. 295- 15 - 16. By CITY CLERK. March 7, 2016.

Submitting a claim from Mang Yang for alleged damages to the vehicle when a snow plow driver hit the vehicle with the wing of the snow plow.

Finance

---

City Clerk



DATE RECEIVED \_\_\_\_\_

RECEIVED BY MD

CLAIM NO. 26-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 7 '16 PM 2:31

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Mang Yang
2. Home address of Claimant: 1526 Ontario Ave
3. Home phone number: Cell (920) 627-1261
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 02-14-2016 @ about 9:45pm
6. Where did damage or injury occur? (give full description) East of intersection of N. 11th & Bluff Ave. Right on address 1031 Bluff Ave. Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) Snow plow truck driver knocked on door to see who owns the truck (1999 Ford Exped.) He told me his wing of his snow plow truck was not up all the way and it hit my Ford truck while he drove by.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following: NA
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following: NA
  - (a) Public property alleged to be dangerous: N/A
  - (b) Claimant's statement of basis for such liability: N/A

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

Broken tail light and dents and damage above that tail light on rear driver side

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

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

Auto: \$ 1,700.00

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

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

**TOTAL** \$ 1,700.00

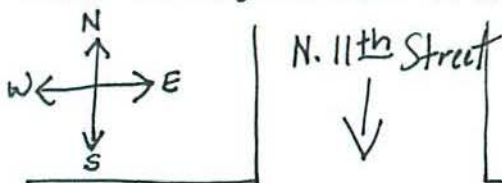
Damaged vehicle (if applicable)

Make: Ford Model: Expedition Year: 1999 Mileage: 190,550 about

Names and addresses of witnesses, doctors and hospitals: My sister, Mee Yang and niece, Pav Xia Yue came out with me to look at the damages when the incident was made aware to me.

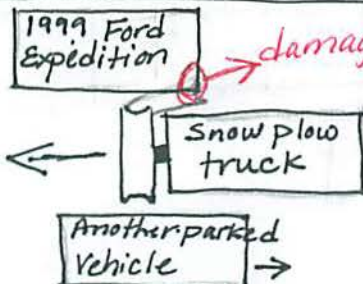
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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



*This is what I saw when I went out to look at the damages.*

Bluff Ave. →



1031 Bluff Avenue  
(my sister's place)

House

SIGNATURE OF CLAIMANT

Mang Yang

DATE

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

Dear Sir,

Ref:

...

...

...

...

...

...

...

...

...

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DATE RECEIVED \_\_\_\_\_

RECEIVED BY MDCLAIM NO. 26-15

## CLAIM

Claimant's Name: Mang YangAuto \$ 1700.00Claimant's Address: 1526 Ontario Ave

Property \$ \_\_\_\_\_

Sheboygan, WI 53081

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. (920) 627-1261

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

**TOTAL** \$ 1700.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$1700.00.

*Rounded up the amount. Amount includes average amount of both estimates provided and cost of things I needed to get to patch up the exposed light bulb/tail light.*

SIGNED Mang YangDATE: 3/7/16ADDRESS: 1526 Ontario Ave, Sheboygan, WI 53081

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

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

POLICE # C16-02696

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0QV06K		Document Override Number		
Agency Accident Number				Police Number C16-02696						
4 - Accident Date 02/14/2016		5 - Time of Accident (Military Time) 2147		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00		
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION				
14 - On Hwy No.		14 - On Street Name BLUFF AVE			14 - Bus/Fmt/Rmp		15 - Est. Dist 100		Ft/Mi F	
16 - Frt/At Hwy No.		16 - From/At Street Name N 11TH ST			16 - Business/Frontage/Ramp					
17 - Structure Type		17 - Structure Number		12 - Latitude		13 - Longitude				
80 - First Harmful Event PARKED MOTOR VEHICLE				83 - Manner of Collision SIDESWIPE. SAME DIRECTION						
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITUMINOUS) - 2				
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)										
117 - Relation To Roadway ON-ROADWAY										
114 - Light Condition DARK-NOT-LIGHTED		116 - Road Surface Condition SNOW/SLUSH			118 - Weather SNOW					
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed		
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials		<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged				
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number				

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With PARKED MOTOR VEHICLE		23 - Dir Of Travel WEST		24 - Speed Limit 26	
36 - Operating as Classified C CLASS		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number		30 - State WI		31 - Expiration Year 2023		34 - On Duty Accident WINTER-HWY-MAINTENANCE	
25 - Operator/Pedestrian Last Name BILLMANN		25 - First Name DANIEL		25 - Middle Initial RICHARD		25 - Suffix	
32 - Date Of Birth		33 - Sex MALE					
28 - Address Street & Number						26 - PO Box	
27 - City		27 - State		27 - Zip Code		28 - Telephone Number	
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED			
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing GOING-STRAIGHT		120 - Traffic Control STOP-SIGN		62 - No. of Citations Issued 0			
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.	
64 - 5th Statute No.							
122 - Driver Factors NOT-APPLICABLE							
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN			

OPERATOR/PEDESTRIAN 01

91 - Drugs Reported

124 - Highway Factors  
SNOW, ICE, -OR- WET, NARROW-SHOULDER

Vehicle

VEHICLE 01	21 - Unit Type <b>TRUCK</b>		Vehicle Type <b>STRAIGHT-TRUCK-(INSERT TRUCK)</b>			22 - Total Occupants <b>1</b>	
	56 - License Plate Number [REDACTED]		57 - Plate Type <b>MUN</b>	58 - State <b>WI</b>	59 - Exp Year	55 - Vehicle Identification Number [REDACTED]	
	50 - Year <b>2009</b>	51 - Make <b>INTL</b>	52 - Model		53 - Body Style <b>CB</b>	54 - Color <b>BLU</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>NONE</b>						
	95 - Extent Of Damage <b>NONE</b>		<input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>OPERATOR</b>		
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>						

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	48 - Company Name <b>SHEBOYGAN CITY</b>					
	47 - Address Street & Number <b>828 CENTER AVE #205</b>			47 - PO Box		
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>	49 - Telephone Number <b>(920) 458-3361 EXT.</b>	

Insurance

INS 01	63 - Liability Insurance Company <b>GOVERNMENT</b>		60 <input type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company		

School Bus

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

Operator/Pedestrian

Unit Status <b>L - LEGALLY PARKED</b>		81 - Most Harmful Event: Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel <b>WEST</b>	24 - Speed Limit <b>25</b>
36 - Operating as Classified <b>D CLASS</b>		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
28 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name			25 - First Name	25 - Middle Initial	25 - Suffix
32 - Date Of Birth		33 - Sex			

OPERATOR/PEDESTRIAN 02	26 - Address Street & Number				26 - PO Box	
	27 - City		27 - State	27 - Zip Code	28 - Telephone Number	
	39 - Seat Position BLANK			40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST		
	38 - Injury Severity		41 - Airbag NOT APPLICABLE	42 - Ejected NOT-APPLICABLE	44 <input type="checkbox"/> Medical Transport	
	43 - Trapped/Extricated NOT-APPLICABLE		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing LEGALLY-PARKED		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond		89 - Substance Presence			
	90 - Alcohol Test		90 - Alcohol Content		91 - Drug Test	
91 - Drugs Reported						
124 - Highway Factors NOT-APPLICABLE						

### Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 0
	56 - License Plate Number 728UXB		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	55 - Vehicle Identification Number 1FMPU18L9XLC63014
	50 - Year 1999	51 - Make FORD	52 - Model EXPEDITION	53 - Body Style	54 - Color MAR	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage REAR, REAR DRIVER SIDE					
	95 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		87 - Vehicle Removed By OWNER	
	123 - Vehicle Factors NOT-APPLICABLE					

### Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name YANG		46 - First Name MANG		46 - Middle Initial	46 - Suffix
	46 - Company Name					
	47 - Address Street & Number 1526 ONTARIO AVE				47 - PO Box	
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number (920) 627-1261 EXT.

### Insurance

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

**School Bus**

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

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	<p>105 - PHOTOS BY 438</p> <p style="text-align: center;">N 11TH ST</p> <p style="text-align: center;">1000 BLUFF AVE</p> <p style="text-align: right;">DRAWING NOT TO SCALE</p>
	<p>ON 2/14/18 I OFFICER WALLOCH WAS DISPATCHED TO AN ACCIDENT AT 1000 BLUFF AVE. UPON ARRIVAL I LOCATED UNIT 1 A CITY OF SHEBOYGAN SNOWPLOW AND UNIT 2 A LEGALLY PARKED CAR. UNIT 1 WAS PLOWING WESTBOUND ON BLUFF AVE WHEN HE APPROACHED PARED CARS ON BOTH SIDES OF THE ROAD. THE WING PLOW ON THE PASSENGER SIDE OF UNIT 1 STRUCK THE REAR DRIVER'S SIDE OF UNIT 2. DAMAGE TO UNIT 1 WAS TO REAR DRIVER'S SIDE QUARTER PANEL AND TAIL LAMP ASSEMBLY. UNIT 2 WAS UNOCCUPIED. OWNER OF UNIT 2 WAS LOCATED AND SPOKEN TO. 2/14/18 A NON REPORTABLE ACCIDENT REPORT WAS COMPLETED. ON 2/23/28 UNIT 2 CONTACTED SPD WITH ESTIMATE OF OVER \$1,000 DAMAGE A REPORTABLE ACCIDENT WAS COMPLETED. NO DAMAGE TO UNIT 1. BOTH VEHICLES REMOVED BY OPERATORS. 438</p>

**Officer Information**



PK2011

OFFICER INFORMATION	125 - Officer Last Name <b>WALLOCH</b>		125 - First Name <b>RYAN</b>		125 - Middle Initial		131 - Officer ID <b>438</b>	
	129 - Law Enforcement Agency No. <b>5981</b>		130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>					
	126 - Law Enforcement Agency Address Street & Number <b>1316 N 23RD ST</b>							
	127 - City <b>SHEBOYGAN</b>		127 - State <b>WI</b>		127 - Zip Code <b>53081</b>		128 - Telephone Number <b>(920) 459-3333 EXT.</b>	
	132 - Date Notified <b>02/14/2016</b>		133 - Time Notified (Military Time) <b>2147</b>		134 - Time Arrived (Military Time) <b>2153</b>		135 - Date Of Report <b>02/23/2016</b>	
	Agency Accident Number		Police Number <b>C16-02698</b>		19 - Special Study			
	18 - Agency Space <b>SQUAD 14 WI DL</b>							

Truck and Bus

TRUCK/BUS	135 A truck or truck combination > 10,000 lbs <input checked="" type="checkbox"/> GVWR/GCWR				136 Any vehicle displaying a hazardous materials <input type="checkbox"/> placard			
	136 <input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver							
	136 <input type="checkbox"/> Fatal Injury		136 <input type="checkbox"/> Medical Transport		136 One or more vehicles towed from the scene due to disabling damage <input type="checkbox"/>			
	Unit Number							
	137 - Hazardous Materials Class Numbers							
	137 - Hazardous Materials "UN" Nos.		Hazardous Material Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>			
	137 - Name Of Hazardous Materials In this Load				137 - Name Of Hazardous Materials Released			
	138 Interstate Carrier <input type="checkbox"/>		140 - US DOT No.		140 - ICC MC No.		LC No.	
	140 - ICC MC No.		LC No.		IC No.		141 - Source	
	139 - Carrier Name							
	142 - Carrier Address				City		State	
	142 - Carrier Address		City		State		Zip Code	
143 - GVWR (Lbs)		144 - Total No. of Axles		145 - Vehicle Configuration			147 - Cargo Body Type	
146 - First Event				146 - Second Event				
146 - Third Event				146 - Fourth Event				

Mang Yang



Service is our best part.

Refund receipt for  
2 unused red  
tape

Store # 07187  
(920) 451-6202  
2713 Calumet Dr  
Shaboyean WI 53083  
2/17/2016 15:18:34 REG 02  
Cashier: David B.

ITEM	QTY	PRICE	TOTAL
LNS RPR RED 1.87x60" 60 6014453			
03441	-2	\$4.69	\$-9.38
Orig Tran	7649	Orig Prc	\$4.69
Orig Store	7137	Orig Date	02/16/16
Orig Team Member	Sara T.		
Reason: Didn't Need			
Sub Total			\$-9.38
T1 Tax @	5.0000%		\$-0.47
Total			\$-9.85
Cash			\$-9.85

Transaction 8 7691  
Authorized By: David B.

Customer: Mang Yang  
Cashier: David B.  
Manager: David B.

\*\*\*\*\*

### ENTER TO WIN FREE GAS FOR A YEAR!

Complete a brief survey about your store  
visit and enter for a chance to win.

Entrants must be 18 or older.

No purchase necessary.

[advanceautoparts.com/survey](http://advanceautoparts.com/survey)

Enter this code:

718702 07691 6048

### GANE GASOLINA GRATIS POR UN AÑO

Favor de completar esta breve encuesta  
sobre su visita a la tienda y tendrá  
oportunidad de ganar. Los participantes  
deben mayores de 18 años. No se necesita

comprar para participar.


[advanceautoparts.com/survey](http://advanceautoparts.com/survey)

# Receipt for 2 Red Lens Repair

**AutoZone 1974**  
 1516 N 13TH ST  
 SHEBOYGAN, WI  
 (920) 451-6988

#168404	03341	8.99 P
3H		
Lens Repair - Red, EA		
#168404	03341	8.99 P
3H		
Lens Repair - Red, EA		
	SUBTOTAL	17.98
	TOTAL TAX @ 5.000%	0.90
	TOTAL	18.88
	CASH	20.00
	CHANGE	1.12

REG #02 CSR #17 RECEIPT #025022  
 STR. TRANS #653455  
 STORE #1974  
 DATE 02/16/2016 14:59  
 # OF ITEMS SOLD 2



1974653455021616

\*\*\*\*\*  
 Make all your projects rewarding!  
 Get a \$20 Reward when you make 5  
 qualifying purchases of \$20 or more\*  
 Join AutoZone Rewards for free in-store  
 or online at AutoZone.com/azrewards  
 \*See terms and conditions at  
 AutoZone.com/azrewards for details.  
 \*\*\*\*\*

**Take a survey for a  
 chance to win \$10000**  
 at [www.autozonecares.com](http://www.autozonecares.com)  
 or by calling 1-800-598-8943.  
 No purchase necessary. Ends 02/29/16.  
 Subject to full official rules  
 at [www.autozonecares.com](http://www.autozonecares.com)

**Ref No:**  
 1974-653455-160216-3

Bought this after the red tape didn't work out over tail light. Red tape touched the bulb and melted. Had to get more red tape. They ran out and I went to Advance Auto to buy more red tape.

Mang Yang



1999 Ford Expedition Rear driver side tail light



DICK BRANTMEIER FORD-LINCOLN-MERCURY  
3624 KOHLER MEMORIAL DRIVE  
SHEBOYGAN, WI 53082-0026  
OFFICE: 920-458-6111 FAX: 920-451-8198

\*\*\* PRELIMINARY ESTIMATE \*\*\*

02/16/2016 01:52 P

Owner

Owner: MANG YANG  
Address: 1526 ONT  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)627-1261  
FAX:

Inspection

Inspection Date: 02/15/2016 01:52 PM

Inspection Type:

Company: BRANTMEIER FORD  
Contact: DALE SPAETH  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Appraiser License # :

Work/Day: (920)458-6111  
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD  
Address: 3624 KOHLER MEMORIAL DR  
City State Zip: Sheboygan, WI 53081

Contact:  
Work/Day: (920)458-6111  
Work/Day:

Target Complete Date/Time:

Days To Repair: 5

Vehicle

1999 Ford Expedition Eddie Bauer 4 DR Wagon  
8cyl Gasoline 5.4  
4 Speed Automatic

Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Refinish: Two-Stage

VIN: 1FMPU18L8XLC53014  
Mileage: 185,000  
Mileage Type: Actual  
Code: P8503B  
Int. Refinish: Two-Stage

Options

4-Wheel Drive  
Center Console  
Compact Disc Changer  
Dual Airbags  
Keyless Entry System  
Lighted Entry System  
Power Brakes  
Power Quarter Windows  
Privacy Glass  
Rear Window Wiper/Washer  
Tachometer

AM/FM Stereo Tape  
Chrome Bumper(s)  
Cruise Control  
Fog Lights  
Leather Seats  
Mach Audio System  
Power Door Locks  
Power Steering  
Rear Seat Audio Controls  
Roof/Luggage Rack  
Third Seat (trucks)

Anti-Lock Brakes  
Chrome Steel Wheels  
Dual Air Conditioning  
Intermittent Wipers  
Leather Steering Wheel  
Overhead Console  
Power Drivers Seat  
Power Windows  
Rear Window Defroster  
Running Boards  
Tilt Steering Wheel

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b><u>Stripes And Mouldings</u></b>									
1	TE	94		Stripe Asser.bly LT	Partial Replace Price	\$120.32			SM
2	ET	274		Stripe,Quarter Upper LT	Partial Replace Labor			0.4	SM
<b><u>Quarter And Rocker Panel</u></b>									
3	I	389		Panel,Quarter LT	Repair			5.0*	SM
4	L	389	13	Panel,Quarter LT	Refinish			4.0	RF
					2.8 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
<b><u>Tailgate</u></b>									
5	I	479		Shell,Tailgate	Repair			3.0*	SM
6	L	479		Shell,Tailgate	Refinish			2.6	RF
					2.2 Surface				
					0.4 Two-stage				
7	RI	492		Handle,Tailgate Outer	R & I Assembly			0.8	SM
<b><u>Rear Body, Lamps And Floor Pan</u></b>									
8	E	533		Taillamp Assembly LT	F75Z13405AC	\$65.62		0.3	SM
<b><u>Manual Entries</u></b>									
9	EC	M14		Corrosion Protection	Replace Economy			0.2*	RF
10	EC	M17		Cover Car Exterior	Replace Economy	\$8.00*			RF
11	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
11	Items								

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Gross Parts	\$185.94	
Other Parts	\$8.00	
Paint & Materials	6.8 Hours @ \$36.00	\$244.80
Parts & Material Total		\$438.74
Tax on Parts & Material	@ 5.000%	\$21.94

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	1.5	8.0	9.5	\$551.00
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$60.00				
Refinish (RF)	\$58.00	6.8		6.8	\$394.40

Labor Total	16.3 Hours	\$945.40
Tax on Labor	@ 5.000%	\$47.27
Sublet Repairs		\$3.00
Tax on Sublet	@ 5.000%	\$0.15
Gross Total		\$1,456.50
Net Total		\$1,456.50

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default

Audatex Estimating 7.0.712 ES 02/16/2016 01:54 PM REL 7.0.712 DT 01/01/2016 DB 02/15/2016  
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**1.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

#### Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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DEAN'S AUTO BODY INC  
1407 N. 29TH STREET  
SHEBOYGAN, WI 53081  
OFFICE: 920-457-5494 FAX: 920-457-6495  
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

\*\*\* PRELIMINARY ESTIMATE \*\*\*

02/16/2016 02:36 PM

Owner

Owner: Mang Yang  
Address: 1526 Ontario Ave  
City State Zip: Sheboygan, WI 53081  
Email: mangyang82@hotmail.com

Home/Day: (920)627-1261  
FAX:

Inspection

Inspection Date: 02/16/2016 05:07 PM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Primary Impact: Left Rear Corner  
Driveable: Yes

Inspection Type: Drive In  
Contact: Phil Black  
Work/Day: (920)457-5494x  
FAX: (920)457-6495x  
Secondary Impact:  
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081

Contact: Phil Black  
Work/Day: (920)457-5494  
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 4\*

Remarks

\*\*\* Original Estimate \*\*\*

Vehicle

1999 Ford Expedition Eddie Bauer 4 DR Wagon  
8cyl Gasoline 5.4  
4 Speed Automatic

Lic.Plates: 726-UXB  
Lic Expire:  
Prod Date: 08/1999  
Veh Insp# :  
Condition:  
Ext. Color: DARK TOREADOR MET  
Ext. Refinish: Two-Stage  
Ext. Paint Code: M6771A,JL

Lic State: WI  
VIN: 1FMPU18L8XLC53014  
Mileage: 190,553  
Mileage Type: Actual  
Code: P8503B  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

Options

4-Wheel Drive  
Center Console

AM/FM Stereo Tape  
Chrome Bumper(s)

Anti-Lock Brakes  
Chrome Steel Wheels



Compact Disc Changer	Cruise Control	Dual Air Conditioning
Dual Airbags	Fog Lights	Intermittent Wipers
Keyless Entry System	Leather Seats	Leather Steering Wheel
Lighted Entry System	Mach Audio System	Overhead Console
Power Brakes	Power Door Locks	Power Drivers Seat
Power Quarter Windows	Power Steering	Power Windows
Privacy Glass	Rear Seat Audio Controls	Rear Window Defroster
Rear Window Wiper/Washer	Roof/Luggage Rack	Running Boards
Tachometer	Third Seat (trucks)	Tilt Steering Wheel

### Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Stripes And Mouldings</b>										
1	TE	94		Stripe Assembly LT	Partial Replace Price	\$120.32				SM
2	RI	123		Mldg,Qtr Whl Opening LT	R & I Assembly				0.3	SM
3	ET	274		Stripe,Quarter Upper LT	Partial Replace Labor				0.4	SM
<b>Quarter And Rocker Panel</b>										
4	I	389		Panel,Quarter LT	Repair				5.0*	SM
5	L	389	13	Panel,Quarter LT	Refinish				4.5	RF
					2.8 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
					0.5 Feather, Prime & Block					
6	SB	243		Glass,Quarter Tinted LT	Sublet Repair	\$87.50*				SM
				>> >>Lakeshore Glass						
7	RI	432		Mldg,Rear Sd Wndw Rvl L/R	R & I Assembly				2.5	SM
8	RI	440		Guard,Stone LT	R & I Assembly				0.2	SM
<b>Tailgate</b>										
9	I	479		Shell,Tailgate	Repair				2.0*	SM
10	L	479		Shell,Tailgate	Refinish				3.1	RF
					2.2 Surface					
					0.4 Two-stage					
					0.5 Feather, Prime & Block					
11	RI	508		N/Plate,Tailgate	R & I Assembly				0.2	SM
12	RI	496		Emblem,Tailgate	R & I Assembly				0.2	SM
13	RI	477		Cyl,Tailgate Lock	R & I Assembly				0.6	SM
14	RI	491		Handle,Tailgate Glass	R & I Assembly				0.3	SM
15	RI	490		Motor,Tailgate Wiper	R & I Assembly				0.3	SM
<b>Rear Bumper</b>										
16	N	574		Rear Bumper Assy R&I	Additional Labor				INC	SM
17	RI	447		Filler,Bmpr-Qtr Panel LT	R & I Assembly				0.5	SM
<b>Manual Entries</b>										
18	L	M14		Corrosion Protection	Refinish				0.2*	RF
19	EC			Cover car exterior	Replace Economy	\$5.00*			0.2*	SM
20	N			De-Nib and polish	Additional Labor					SM*
21	N			Hazad, waste	Additional Labor	\$5.00*				SM
22	N			Clean/Retape Name & Emb.	Additional Labor	\$10.00*			0.8*	SM*
22	Items									

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

<b>Gross Parts</b>		\$120.32	
<b>Other Parts</b>		\$20.00	
<b>Paint &amp; Materials</b>	6.8 Hours @ \$36.00	\$244.80	
<b>Feather Prime &amp; Block Materials</b>	1.0 Hours @ \$36.00	\$36.00	
<b>Parts &amp; Material Total</b>			\$421.12
<b>Tax on Parts &amp; Material</b>	@ 5.000%		\$21.06

<b>Labor</b>	<b>Rate</b>	<b>Replace Hrs</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>		
<b>Sheet Metal (SM)</b>	\$58.00	5.7	7.8	13.5	\$783.00	
<b>Mech/Elec (ME)</b>	\$75.00					
<b>Frame (FR)</b>	\$70.00					
<b>Refinish (RF)</b>	\$58.00	7.8		7.8	\$452.40	
<b>Labor Total</b>				21.3 Hours		\$1,235.40
<b>Tax on Labor</b>		@ 5.000%			\$61.77	
<b>Sublet Repairs</b>					\$87.50	
<b>Tax on Sublet</b>		@ 5.000%			\$4.38	
<b>Gross Total</b>						\$1,831.23
<b>Net Total</b>						\$1,831.23

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 SPPL Yes Zip Code: 53081 Default

Audatex Estimating 7.0.712 ES 02/23/2016 03:24 PM REL 7.0.712 DT 01/01/2016 DB 02/15/2016  
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1.0 HOURS OF REPAIR TIME WERE ALLOCATED TO FEATHER, PRIME & BLOCK AS INDICATED BY THE ESTIMATE PREPARER'S LABOR ITEMIZATION. FEATHER, PRIME & BLOCK LABOR IS REFLECTED UNDER THE REFINISH OPERATION FOR THE APPLICABLE DAMAGE ENTRY.  
 1.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

**Op Codes**

Mang Yang



Service is our best part.

Store # 07187  
(920) 451-6202  
2713 Calumet Dr  
Sheboygan WI 53083  
2/16/2016 15:08:12 REG 02  
Cashier: Sara T.

ITEM	QTY	PRICE	TOTAL
----	---	-----	-----
LNS RPR RED 1.87x50" 60 6014453			
03441	4	\$4.69	\$18.76 T1
Sub Total			\$18.76
T1 Tax @		5.0000%	\$0.94
Total			\$19.70
Cash			\$20.00
CHANGE ---->			0.30

**Real Rewards. Real Fast!**

Retail customers, Spend \$30 get \$5 off  
next purchase of \$10 or more. Spend \$100  
get \$20 off next purchase of \$40 or more.  
Rewards sent straight to your email. Fast.  
Questions? Go to [www.speedperks.com](http://www.speedperks.com).

**Scan to RETURN items**

Z2MGF1CL3F1KQL



Transaction #7649

Thank you for shopping at Advance Auto Parts

WARRANTY INFORMATION AVAILABLE AT STORE

**Join Our Winning Team!**

Go to [AdvanceAutoParts.Jobs](http://AdvanceAutoParts.Jobs)

or

[espanol.AdvanceAutoParts.Jobs](http://espanol.AdvanceAutoParts.Jobs)

Choose the position and location you're  
interested in and follow the instructions to  
apply!

Receipt for 4  
rolls of red  
tape

Bought 4 rolls  
incase I needed  
extra since the first  
time I bought 2 rolls  
was almost not  
enough.

\* = User-Entered Value  
EC = Replace Economy  
ET = Partial Replace Labor  
TE = Partial Replace Price  
L = Refinish  
TT = Two-Tone  
BR = Blend Refinish  
CG = Chipguard  
AA = Appearance Allowance

E = Replace OEM  
OE = Replace PXN OE Srpls  
EP = Replace PXN  
PM = Replace PXN Reman/Reblt  
PC = Replace PXN Reconditioned  
SB = Sublet Repair  
I = Repair  
RI = R & I Assembly  
RP = Related Prior Damage

NG = Replace NAGS  
UE = Replace OE Surplus  
EU = Replace Recycled  
UM = Replace Reman/Rebuilt  
UC = Replace Reconditioned  
N = Additional Labor  
IT = Partial Repair  
P = Check



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Mang Yang

# Receipt for 2 rolls of red tape & Rear driver side brake light blub

**AutoZone 1974**  
1516 N 13TH ST  
SHEBOYGAN, WI  
(920) 451-6988

#500372	03441HA	4.69 P
03441HA	3M	
Red Lens Repair Tape, EA		
#500372	03441HA	4.69 P
03441HA	3M	
Red Lens Repair Tape, EA		
#089681	3157LL	5.99 P
3157LL Mini Bulb		
Sylvania Long Life, 2 PK		
	SUBTOTAL	15.37
TOTAL TAX @ 5.000%		0.77
	TOTAL	16.14
	CASH	20.00
	CHANGE	3.86

REG #03 CSR #21 RECEIPT #732159  
STR. TRANS #653436  
STORE #1974  
DATE 02/16/2016 14:31  
# OF ITEMS SOLD 3



\*\*\*\*\*  
Make all your projects rewarding!  
Get a \$20 Reward when you make 5  
qualifying purchases of \$20 or more\*  
Join AutoZone Rewards for free in-store  
or online at [AutoZone.com/azrewards](http://AutoZone.com/azrewards)  
\*See terms and conditions at  
[AutoZone.com/azrewards](http://AutoZone.com/azrewards) for details.  
\*\*\*\*\*

Take a survey for a  
chance to win \$10000  
at [www.autozonecares.com](http://www.autozonecares.com)  
or by calling 1-800-598-8943.  
No purchase necessary. Ends 02/29/16.  
Subject to full official rules  
at [www.autozonecares.com](http://www.autozonecares.com)

Ref No:  
1974-653436-160216-3

Note: The guy in Autozone did say I might not need the red lens and didn't get them cause they were not big enough he said. But the red tape alone did not work cause the bulb melted the tape in my first attempt to cover up the exposed bulb.

VI

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

Your Committee to whom was referred R. O. No. 295-15-16 by the City Clerk submitting a claim from Mang Yang for alleged damages to the vehicle when a snow plow driver hit the vehicle with the wing of the snow plow; recommends that the claim be paid in the amount of \$1,456.50.

*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

Res. No. \_\_\_\_\_ - 15 - 16. By Alderpersons Donohue and Hou-Seye.  
March 21, 2016.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 630 Riverfront Dr.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 18, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class CC Central Commercial to Class CC with PUD overlay Classification:

Property located at 630 Riverfront Dr.:

Being Lot 2 of a C.S.M. recorded in Volume 25, pages 55 & 56 of Certified Surveys, located in the North ½ 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 + or -

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

I

Com. No. - 15 - 16. March 21, 2016.

Submitting a communication from James Amodeo giving his notice of retirement effective May 1, 2016.

Presented to the Common Council by Alderperson Hammond.

*Ac & File*





November 30, 2015

Council President Don Hammond:

Please accept my notice of retirement effective April 1, 2016.

May 1st  
JAA  
3/17/16

Best Regards

James Amodeo  
Chief Administrative Officer

FINANCE DEPARTMENT

CITY HALL  
828 CENTER AVE., SUITE 205  
SHEBOYGAN, WI  
53081-4442

920/459-3311  
FAX 920/459-3967

[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

II

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. March 21, 2016.

Submitting an application from Sailing Education Association of Sheboygan for a change in the zoning classification of property located at 630 Riverfront Dr. from Class CC Central Commercial to Class CC with PUD overlay Classification.

City Plan

---

City Clerk

OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: 160290  
FILING FEE: \$200.00 (Payable to City of Sheboygan)

**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: Sailing Education Association of Sheboygan PHONE NO.: ( 920 ) 629-8986  
ADDRESS: 630 Riverfront Drive, Sheboygan, WI 53081 E-MAIL: lkohler@windway.com  
OWNER OF SITE: Sailing Education Association of Sheboygan PHONE NO.: ( 920 ) 629-8986

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 824 South 8th Street, Sheboygan, WI 53081

LEGAL DESCRIPTION: Lot 2 of a C.S.M. recorded in Volume 25, pages 55 & 56 of Certified Surveys, located in the north 1/2 of the NW 1/4 of Section 26, T15N, R23E in the City of Sheboygan, Sheboygan County, State of Wisconsin, said tract contains 2.3 acres + or -

PARCEL NO. 59281110032 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Central Commercial (CC)

PROPOSED ZONING DISTRICT CLASSIFICATION: CC with PUD Overlay

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Vacant,  
Former WP&L/Alliant office building

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: SEAS Office,  
Education and Community Center, and indoor boat maintenance and storage

### 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? It is consistent with these.

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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 location of the subject parcel is in the Waterfront Transitional area of the City of Sheboygan's Master

Plan, where appropriate specific site development requirements are most efficiently implemented in a PUD overlay zoning.

---

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? A PUD zoning overlay will continue the underlying CC zoning, while allowing

for redevelopment of the site as SEAS' facility. SEAS intends to develop the currently vacant lot for office space, boat storage and

maintenance, sailing education, and a community center. Proposed land use conforms to the Master Plan as Transitional Waterfront.

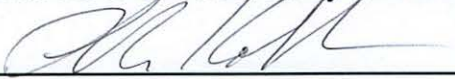


Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed amendment is intrinsically consistent with recommendations of the City of Sheboygan Comprehensive Plan.

#### 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**

3/8/16  
\_\_\_\_\_  
**DATE**

  
\_\_\_\_\_  
**PRINT ABOVE NAME**

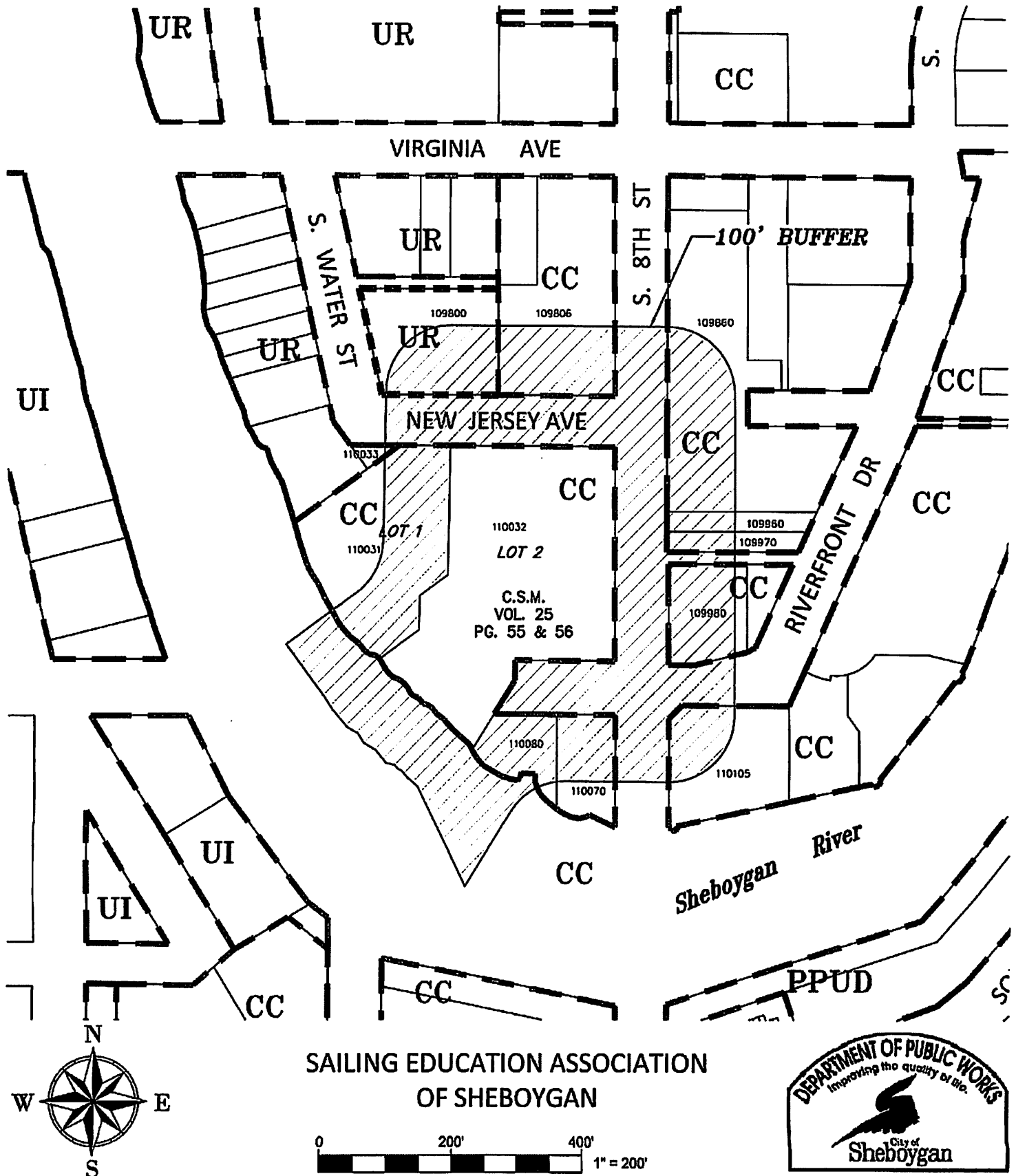
#### APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

# PROPOSED ZONING CHANGE FROM CC TO SEAS PUD SECTION 26, T. 15 N., R. 23 E.

BEING LOT 2 OF A C.S.M. RECORDED IN VOLUME 25, PAGES 55 & 56 OF CERTIFIED SURVEYS, LOCATED IN THE NORTH 1/2 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 ±



## Sailing Education Association of Sheboygan (SEAS) Boat Works

8 March 2016

### Project Schedule

Page 1 of 1

Sailing Education Association of Sheboygan  
P.O. Box 1317  
Sheboygan, Wisconsin 53082-1317  
Phone: [920] 629-8986

Project:

**SEAS Boat Works**

824 South 8th Street  
Sheboygan, Wisconsin 53081

HAI Number:

101615 

### PROJECT SCHEDULE

DATE	EVENT	REMARKS
17 February 2016, Wednesday	Project Schedule Meeting	Establish Drop-Dead Dates.
11 March 2016	Pre-Bid Cost Estimate	Jos. Schmitt Construction
16 March 2016, Wednesday	● Re-Zoning Submittal to City Clerk	General Development Plan: Legal Description + Map from City Engineer + \$200 Fee + Application for Amendment of Official Zoning Map
21 March 2016, Monday	● Common Council Review	Re-Zoning
29 March 2016, Tuesday	● Plan Commission Review	Re-Zoning
06 April 2016, Wednesday	● Common Council Holdover	Re-Zoning
12 April 2016, Tuesday	● Architectural Review Submittal	Architectural Review Application + Narrative + Colored Elevations
12 April 2016, Tuesday	● PIP Submittal to Steve Sokolowski	Precise Implementation Plan: \$250 Fee + Application for Conditional Use Permit + Landscaping Plan
18 April 2016, Monday	● Common Council Public Hearing	Re-Zoning Discussion and Vote
26 April 2016, Tuesday	● Plan Commission Review	Variance Discussion and Vote
27 April 2016, Wednesday	● Architectural Review	Building Façade Review and Approval
	Boat Storage Construction Documents	
May 2016	Wisconsin State Review	Boat Storage
	Boat Works Construction Documents	
May 2016	Wisconsin State Review	Boat Works
	Bidding and Contract Negotiations	
May 2016	Sheboygan City Building Permit	Boat Storage
May 2016	Sheboygan City Building Permit	Boat Works
01 June 2016	Boat Storage Construction Begins	3-1/2 month Construction Timeframe
01 June 2016	Boat Works Construction Begins	Boat Works
15 September 2016	Boat Storage Occupancy	Boat Storage
Spring 2017	Boat Works Occupancy	Boat Works

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 160290

License No: 0000

Date: 03/08/2016

Received By: SLS

Received From: SAILING EDUCATION ASSOC OF SHEB INC

Memo: ZONING AMEND

Method of Payment: \$200.00 Check No. 1005

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.



## SEAS PUD General Development Plan (GDP)

The Sailing Education Association of Sheboygan (SEAS) intends to raze the early 1960's vintage former WP&L office building located at 824 S. 8<sup>th</sup> Street and in its place, construct two contemporary buildings of architectural style appropriate for this Waterfront Transitional and river riparian location. SEAS's mission is to ***establish Sheboygan's waterfront and boating programs as best in class offerings and facilities, while enhancing our county's already stellar attractions.***

### Introduction

In 2009 SEAS constructed sail boat davit launching, event dockage, and "dry sail" operations in Sheboygan's Inner Harbor. **The proposed 8<sup>th</sup> Street facility will comprise SEAS's public educational and management base, as well as provide off-season indoor storage and maintenance for the organization's fleet of sailing and power support boats.** These activities are presently inefficiently scattered amongst several leased and borrowed spaces throughout the city.



A municipal boat ramp is located off the southeast corner of the subject property, which wraps around the west side of the boat ramp so that the SEAS's parcel has about 190' feet of frontage on the north bank of the river. WP&L/Alliant's electrical power substation is the abutting property to the west and New Jersey Avenue on top of the hill bounds the property to the north. The Topographic Property Survey (24 x 36" sheet) in the Appendix provides additional detailed information.

A legal description of SEAS's parcel and a map showing all other properties within 200' of it are included in the Appendix, as is a listing of the nearby tax parcel mailing addresses.

### Purpose of a PUD Overlay

This location for SEAS' home base is intrinsically consistent for land use within the City of Sheboygan's Master Plan, which designates this area as Waterfront Transitional. SEAS primary activities (offices and indoor maintenance service of boats in this case) at this 8<sup>th</sup> Street site will be land uses permitted by right on this 2.34-acre parcel that is zoned Central Commercial (CC). Indoor institutional (which includes education) activities of the organization are allowable as a Conditional Use for this zoning. Continuation of an adequate amount of the existing on-site parking is a permissible Accessory Special Use.

**Indoor (boat) storage is a "land use flexibility" that can be allowed under the Planned Unit Development (PUD) ordinance. Without this allowance, this CC zoned property will not be of sufficient use to SEAS to warrant redevelopment.** The only other variation from standard zoning ordinance that is requested is for the building heights to exceed 20 feet, which is allowable under Conditional Use and will comply with the height requirement within the **8<sup>th</sup> Street Design Standards:**



**New buildings** for this area are required to have a **height of at least 30 feet**, but not more than 60 feet. **The proposed building heights will be in the range of 40 to 45 feet.** A detailed tabulation of applicable zoning standards is included in the Appendix.

Appropriate conditions for site redevelopment, as generally described herein, will be elements of a forthcoming *Precise Implementation Plan (PIP)* for a **Planned Unit Development (PUD) overlay zoning** to the underlying CC zoning requirements. The administrative process for this is the same as for a Conditional Use Permit.

The remainder of **this General Development Plan (GDP)** provides some basic required information as a **preparatory step** prior to submission of a forthcoming PIP. It has been preceded by two pre-application conferences with City staff that included discussions regarding the **Concept Plan included in the Appendix.**

### General Description

The new primary building will be recessed about 61' back from the sidewalk along 8<sup>th</sup> Street to provide an aesthetic drop-off drive in front. It will be set back 41' to 55' from the sidewalk along Riverfront Drive to accommodate a patio area for events that extend outdoors. Primary signage will be on the front (east) face of the primary building. Additional identification on the south face toward Riverfront Drive will be visible from across the river, as will similar information on the north side of the building that will be visible from south-bound 8<sup>th</sup> Street traffic. The boat storage building will be tucked into the hillside in the northwest corner of the property.

- a) The primary building, SEAS Boat Works, will have prominent visibility from 8<sup>th</sup> Street and its intersection with Riverfront Drive located just north of the 8<sup>th</sup> Street bridge. The architectural style is based on historic turn-of-the-nineteenth-century wood framed boat works, boat shanty, and light-industrial buildings. This style features low-sloped roofs, horizontal lap siding, and double-hung muntin windows. Added enhancements for this interpretation are the clerestory high-space spine transecting the building and the glass wall, which opens public spaces up to views of the Sheboygan River to the south. The building mass is effectively broken up by shifting the exterior wall planes and varying the roof heights. Refer to the architectural example in the Appendix that shows some characteristic style elements, though not doing justice to the features and form of our buildings presently under design.
- b) Building uses on this CC zoned parcel will consist of **office** (Permitted Use), **indoor maintenance service** (Permitted Use), **indoor institutional** (Special Use), and **indoor storage** (Conditional Use under PUD). Continuation of **on-site parking** is an Accessory Special Use.
- c) Building footprints will not exceed 16,248 square feet for the primary building and 12,480 square feet for the boat storage building, which sum to 28.2% of the parcel area. The size of either or both buildings may be less in order to stay within the project budget. If not, total impervious area (buildings plus pavements) will be increased from the present of 85.0% to the proposed re-development of 86.3%. The Landscape Area Ratio (LSR) will correspondingly decrease from 15.0% to 13.7%. CC Zoning has no minimum requirements for any of these ratios.

- d) The only “natural” area on the site is the parcel’s northern hillside, the eastern portion (adjacent to 8<sup>th</sup> Street) of which will remain landscaped.
- e) The subject parcel is bounded by Riverfront Drive on the south, 8<sup>th</sup> Street on the east, New Jersey Avenue to the north, and the WP&L/Alliant electrical power substation to the west.
- f) Site use will be intrinsically consistent with the Comprehensive Master Plan and designation of this area as Waterfront Transitional.
- g) Compilation of applicable zoning standards are included in the Appendix. **The primary aspect of requested variation from standard zoning ordinance is to allow “indoor storage” as a Conditional Use, which is a “land use flexibility” that is specifically allowable under PUD Ordinance.**
- h) **The only other aspect of variation from standard ordinance that is requested is to allow building heights exceeding the CC limit of 20 feet, which will then comply with that aspect of the 8<sup>th</sup> Street Design Standards** mandated for this area which requires heights between 30 and 60 feet. The proposed buildings will range in height from 40 to 45 feet. This is a **flexibility in Bulk Requirements that is specifically allowable as a Conditional Use under PUD Ordinance.**
- i) **No exemptions** from any ordinance **are needed or requested.** The requested variations ((g) and (h) above) from standard zoning ordinances are specifically allowable under the PUD ordinance.

The variations from standard underlying zoning (CC) requirements as described in this GDP are all consistent with the zoning uses and specific requirements of local ordinances and the Comprehensive Master Plan. This facility will be a major aesthetic improvement at a key intersection in the heart of the City of Sheboygan and its river waterfront. The SEAS mission provides a valuable community service in supporting sailing education which enhances the City’s role and posture as a premier national sailing destination.

## Appendix

Topographic Property Survey (24 x 36")

City of Sheboygan Engineering Department – Proposed Zoning Map

Legal Description

Tax Parcel Map with 200' Buffer

Tax Parcel Mailing Addresses

Land Use Map

Concept Plan (11 x 17")

Architectural Example

Applicable Zoning Ordinance



## Full Tax Parcel Description

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These descriptions are for the purpose of compliance with Chapter 70.09, Wisconsin State Statutes. Courses and distances are extracted from the public record, and are often developed from more than one, incompatible source. Actual descriptions are available from the Sheboygan County Register of Deeds office. The descriptions listed on this page should not be considered a substitute for any but the most general purposes.

**NOTE:** Recorded Descriptions are available online at: [Tapestry - Public Information on the Internet](#)

---

**Parcel Number:** 59281110032

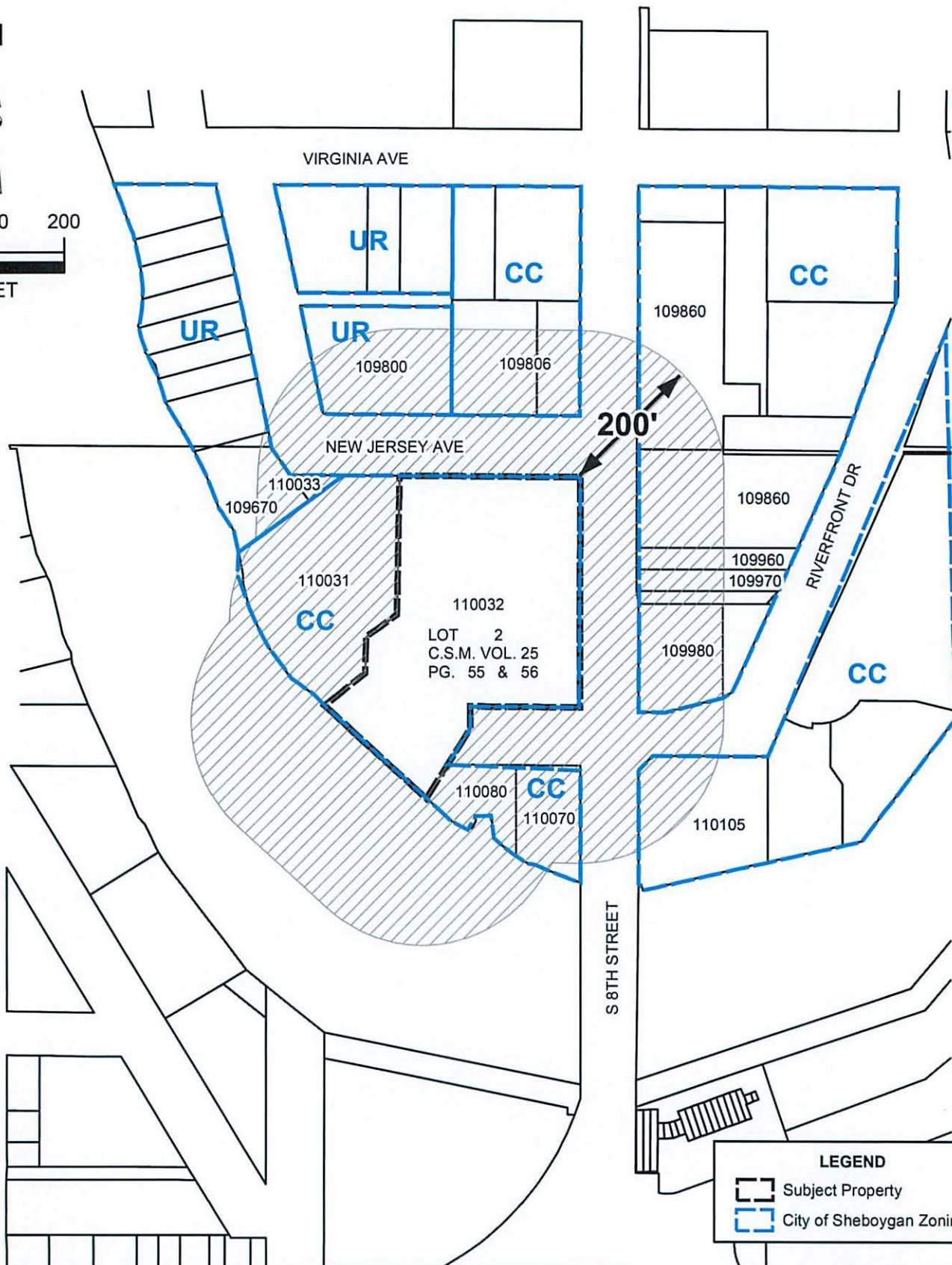
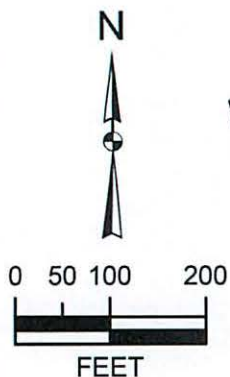
**Situs Address:** 824 S 8TH ST

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**ORIGINAL PLAT - LOT 2 CSM V25 P55-56 #1926888 BEING ALL OF BLKS 212, LOTS 1-8 OF BLK 213 & PRT LOT 4 BLK 233 & PORTIONS OF VAC N WATER ST, VAC MARYLAND AVE & THE VAC ALLEY IN BLK 212**

---

Close



**LEGEND**

Subject Property

City of Sheboygan Zoning

**PROPOSED ZONING CHANGE  
FROM CC TO SEAS PUD**

824 South 8th Street  
Sheboygan, Wisconsin

**MILLER**  
ENGINEERS  
SCIENTISTS

5308 S. 12th Street  
Sheboygan, WI 53081-8099  
Phone 920-458-6164  
Fax 920-458-0369  
www.startwithmiller.com

DATE: 03/03/2016

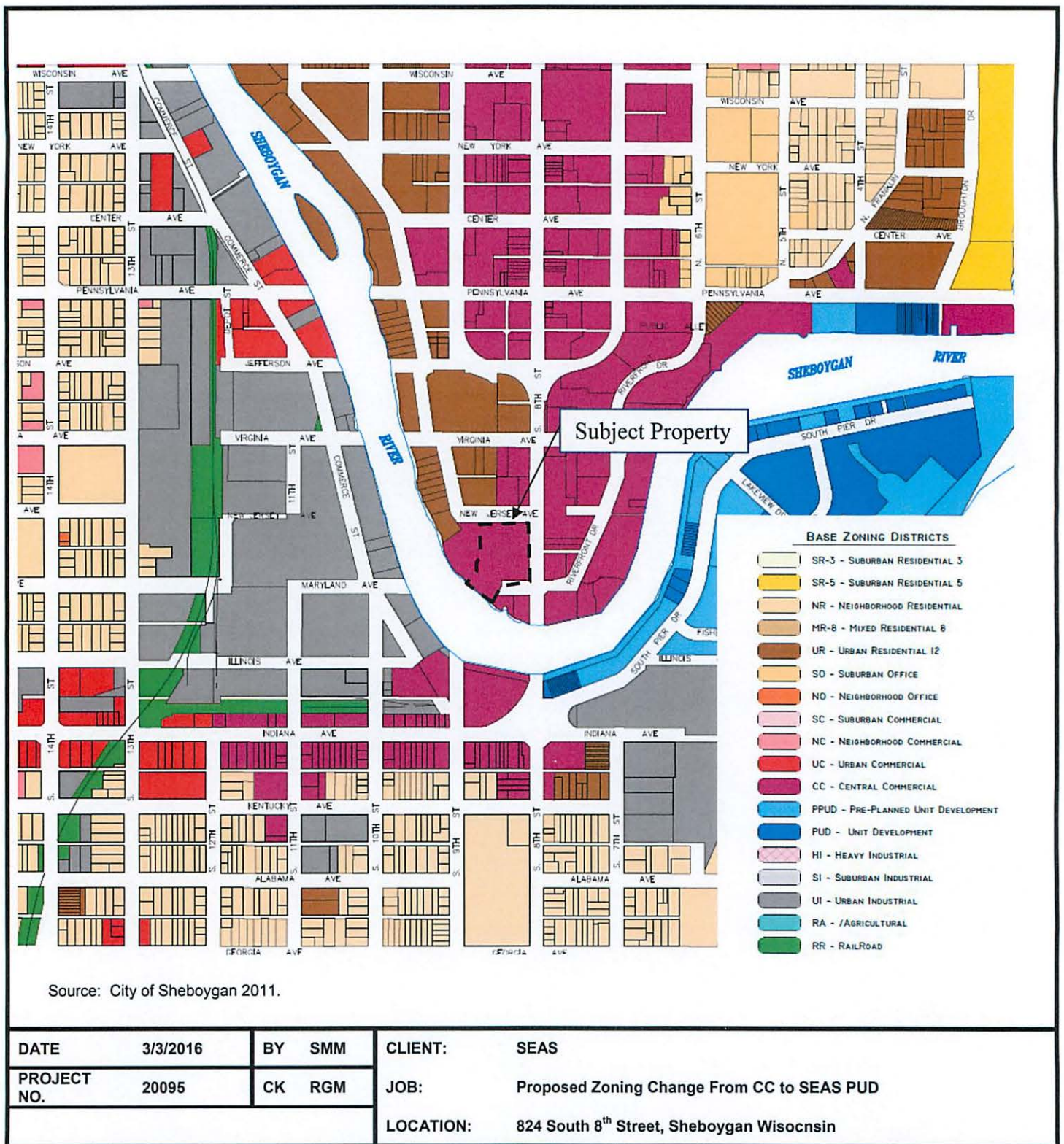
JOB: 20095-001

BY: SMM

CHK: PGP

<b>Parcel Number</b>	<b>Mailing Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
59281109670	736 S Water Street	Sheboygan	WI	53081
59281109800	822 New Jersey Ave	Sheboygan	WI	53081
59281109806	828 Center Ave Ste 104	Sheboygan	WI	53081
59281109860	3220 Greenview Dr	Sheboygan	WI	53083
59281109960	2804 S 7th St	Sheboygan	WI	53081
59281109970	N4498 County Road I	Sheboygan Falls	WI	53085
59281109980	N6715 Cardinal Dr	Sheboygan	WI	53083
59281110031	824 S 8th St	Sheboygan	WI	53081
59281110032	PO Box 1317	Sheboygan	WI	53082
59281110033	828 Center Ave	Sheboygan	WI	53081
59281110070	828 Center Ave	Sheboygan	WI	53081
59281110080	828 Center Ave	Sheboygan	WI	53081









*The front of the school on the day I visited, December 2, 2013. There's already plenty of snow around. Living in the U.P. takes a special breed of individual and one thing is for certain—you must like winter!*

# Keeping Our Great Lakes Maritime Heritage Alive

## The Great Lakes Boat Building School

*By Bruce Niederer*

On November 27, 2006 ground was broken on a perfect waterfront site overlooking the Les Cheneaux islands in Cedarville, Michigan in a ceremony that marked the end of a two-year fundraising effort and the beginning of The Great Lakes Boatbuilding School.

The Les Cheneaux islands are a group of 36 small islands, some inhabited during the summer months, along a 12-mile stretch of the southeastern shoreline on the Upper Peninsula of Michigan about 30 miles northeast of the Straits of Mackinac. Les Cheneaux is French for "the channels" which describe the extensive system of channels in and



## Section 15.203 Table of Land Uses

This Chapter regulates the location of land uses to specific zoning districts through the use of the Table of Land Uses contained in this Section. (See the following pages for this Table.)

**TABLE 15.203(1): TABLE OF LAND USES**

**P** = Permitted by Right in a Conventional Development (See Section 15.206(1)(a))

**C** = Permitted as a Conditional Use (See Section 15.905)

**I** = Permitted as a Conditional Use in an Institutional Residential Development (See Section 15.206(1)(c))

**M** = Permitted as a Conditional Use within a Mobile Home Park (See Section 15.206(1)(d))

**↓ ZONING DISTRICT ABBREVIATIONS ↓**

RA 35	ER 1	SR 3	SR 5	NR 6	MR 8	UR 12	NO	SO	NC	SC	UC	CC	SI	UI	HI	↓ TYPE OF LAND USE ↓
																<b>DWELLING UNIT TYPE (Section 15.034)</b>
P	P	P	P	P	P	P	P		P							(1) Single-Family Detached 35 acre lot
	P	P	P	P	P	P	P		P							(2) Single-Family Detached 40,000 sf lot
	C	P	P	P	P	P	P		P							(3) Single-Family Detached 15,000 sf lot
		P	P	P	P	P	P		P							(4) Single-Family Detached 10,000 sf lot
			P	P	P	P	P		P							(5) Single-Family Detached 6,000 sf lot
				C	C	C	C		C							(6) Single-Family Detached 4,500 sf lot
				C	C	C	C		C							(7) Two-Flat 6,000 sf lot
					P	P										(8) Duplex 6,000 sf lot
					P	P										(9) Twin House 3,000 sf lot
						P						C				(10) Townhouse 2,500 sf lot
						C	C		C			C				(11) Multiplex 2,500 sf per unit
						C	C		C			C				(12) Apartment 2,500 sf per unit
						I	I	I	I	I	I	I				(13) Institutional Residential
					M											(14) Mobile Home 4,500 sf lot

RA-35ac Rural Agricultural  
ER-1 Estate Residential  
SR-3 Suburban Residential-3  
SR-5 Suburban Residential-5

NR-6 Neighborhood Residential  
MR-8 Mixed Residential  
UR-12 Urban Residential  
NO Neighborhood Office

SO Suburban Office  
NC Neighborhood Commercial  
SC Suburban Commercial  
UC Urban Commercial

CC Central Commercial  
SI Suburban Industrial  
UI Urban Industrial  
HI Heavy Industrial

**TABLE 15.203(2) and (3): TABLE OF LAND USES**

P=Permitted by Right (15.202(2)) S=Permitted as a Special Use (15.202(3)) C=Permitted as a Conditional Use (15.202(4))

**↓ZONING DISTRICT ABBREVIATIONS↓**

**↓ TYPE OF LAND USE ↓**

RA-35ac	ER-1	SR-3	SR-5	NR-6	MR-8	UR-12	NO	SO	NC	SC	UC	CC	SI	UI	HI	
																NONRESIDENTIAL LAND USES
																AGRICULTURAL USES (15.206(2)(_))
P	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(a) Cultivation
C																(b) Husbandry
C																(c) Intensive Agriculture
C															C	(d) Agricultural Services
S																(e) On-Site Agricultural Retail
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(f) Selective Cutting
C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	(g) Clear Cutting
																INSTITUTIONAL USES (15.206(3)(_))
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(a) Passive Outdoor Public Recreational
S	S	S	S	S	S	S	S	S	S	S	S	S	S			(b) Active Outdoor Public Recreational
C	C	C	C	C	C	C	S	S	S	S	S	S	S			(c) Indoor Institutional
VC	C	C	C	C	C	C	C	C	C	C	C	C	C			(d) Outdoor Institutional
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(e) Public Services and Utilities
						C	C	C		C	C	C				(f) Institutional Residential
S	S	S	S	S	S	S										(g) Community Living Arrangement (1-8 res.)
	C	C	C	C	S	S	C	C								(h) Community Living Arrangement (9-15)
						C	C	C								(i) Community Living Arrangement (16+)

RA-35ac Rural Agricultural  
ER-1 Estate Residential  
SR-3 Suburban Residential-3  
SR-5 Suburban Residential-5

NR-6 Neighborhood Residential  
MR-8 Mixed Residential  
UR-12 Urban Residential  
NO Neighborhood Office

SO Suburban Office  
NC Neighborhood Commercial  
SC Suburban Commercial  
UC Urban Commercial

CC Central Commercial  
SI Suburban Industrial  
UI Urban Industrial  
HI Heavy Industrial

**TABLE 15.203(4): TABLE OF LAND USES**

**P=Permitted by Right (15.202(2)) S=Permitted as a Special Use (15.202(3)) C=Permitted as a Conditional Use (15.202(4))**

↓ZONING DISTRICT ABBREVIATIONS↓																
R A - 3 5 a c	E R - 1	S R - 3	S R - 5	N R - 6	M R - 8	U R - 1 2	N O	S O	N C	S C	U C	C C	S I	U I	H I	↓ TYPE OF LAND USE ↓
																COMMERCIAL USES (15.206(4)( ))
							P	P	P	P	P	P	P	P	P	(a) Office
							P	P	P	P	P	P	C			(b) Personal or Professional Service
							C	C	P	P	P	P	C			(c) Indoor Sales or Service
										C	C					(d) Outdoor Display
									P	P	P	P	P	P	P	(e) Indoor Maintenance Service
															C	(f) Outdoor Maintenance Service
							C	C	C	C	C	C				(g) In-Vehicle Sales or Service
							C	C	C	C	C	C	C	C		(h) Indoor Commercial Entertainment
C											C		C			(i) Outdoor Commercial Entertainment
C										C	C		C	C		(j) Commercial Animal Boarding
							C	C		C	C	C				(k) Commercial Indoor Lodging
C	C	C	C	C	C	C	C		C	C	C	C				(l) Bed and Breakfast Establishments
					C	C	C	C	C	C	C	C	C	C		(m) Group Day Care Center (9+ children)
C																(n) Campground
						C	C				C	C				(o) Rooming House
															C	(p) Sexually-Oriented Land Use

RA-35ac Rural Agricultural  
ER-1 Estate Residential  
SR-3 Suburban Residential-3  
SR-5 Suburban Residential-5

NR-6 Neighborhood Residential  
MR-8 Mixed Residential  
UR-12 Urban Residential  
NO Neighborhood Office

SO Suburban Office  
NC Neighborhood Commercial  
SC Suburban Commercial  
UC Urban Commercial

CC Central Commercial  
SI Suburban Industrial  
UI Urban Industrial  
HI Heavy Industrial



**TABLE 15.203(5), (6), and (7): TABLE OF LAND USES**

P=Permitted by Right (15.202(2)) S=Permitted as a Special Use (15.202(3)) C=Permitted as a Conditional Use (15.202(4))

**↓ZONING DISTRICT ABBREVIATIONS↓**

R A - 3 5 a c	E R - 1	S R - 3	S R - 5	N R - 6	M R - 8	U R - 1 2	N O	S O	N C	S C	U C	C C	S I	U I	H I
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**↓ TYPE OF LAND USE ↓**

**STORAGE/DISPOSAL (15.206(5)( ))**

- (a) Indoor Storage or Wholesaling
- (b) Outdoor Storage or Wholesaling
- (c) Personal Storage Facility
- (d) Junkyard or Salvage Yard
- (e) Waste Disposal Facility
- (f) Composting Operation

**TRANSPORTATION USES (15.206(6)( ))**

- (a) Off-Site Parking Lot
- (b) Airport/Heliport
- (c) Freight Terminal
- (d) Distribution Center

**INDUSTRIAL USES (15.206(7)( ))**

- (a) Light Industrial
- (b) Heavy Industrial
- (c) Communication Tower
- (d) Extraction Use

RA-35ac Rural Agricultural  
ER-1 Estate Residential  
SR-3 Suburban Residential-3  
SR-5 Suburban Residential-5

NR-6 Neighborhood Residential  
MR-8 Mixed Residential  
UR-12 Urban Residential  
NO Neighborhood Office

SO Suburban Office  
NC Neighborhood Commercial  
SC Suburban Commercial  
UC Urban Commercial

CC Central Commercial  
SI Suburban Industrial  
UI Urban Industrial  
HI Heavy Industrial

**TABLE 15.203(8): TABLE OF LAND USES**

**P=Permitted by Right (15.202(2)) S=Permitted as a Special Use (15.202(3)) C=Permitted as a Conditional Use (15.202(4))**

**↓ZONING DISTRICT ABBREVIATIONS↓**

R A - 3 5 a c	E R - 1	S R - 3	S R - 5	N R - 6	M R - 8	U R - 1 2	N O	S O	N C	S C	U C	C C	S I	U I	H I
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**↓ TYPE OF LAND USE ↓**

																<b>ACCESSORY USES (15.206(8)( ))</b>
									C	C	S/C	C				(a) Commercial Apartment
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(b) On-Site Parking Lot
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(c) Farm Residence
P/C	P/C	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(d) Private Residential Garage or Shed
S	S	S	S	S	S	S										(e) Private Residential Recreational Facility
S	C															(f) Private Residential Kennel
S																(g) Private Residential Stable
							P	P		P	P	P	P	P	P	(h) Company Cafeteria
							S/C	S/C		S/C	S/C	S/C	S/C	S/C	S/C	(i) Company Provided On-Site Recreation
									C	C	C	C				(j) Incidental Outdoor Display
							C	C	C	C	C	C	C			(k) In-Vehicle Sales and Service
													S	S	S	(l) Indoor Sales Incident to Light Industrial Use
									C	C	C	C				(m) Light Industrial Incidental to Indoor Sales
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(n) Drainage Structure (See 15.204 also)
S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	(o) Filling (See 15.204 also)
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(p) Lawn Care (See 15.204 also)
C	C															(q) Septic Systems (See 15.204 also)
C	C	C	C	C	C	C	S/C	S/C	S/C	S/C	S/C	S/C	S/C	S/C	S/C	(r) Exterior Communication Devices
S	S	S	S	C	C	C	S	S	S	S	S	S	S	S	S	(s) Home Occupation
P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	(t) On-Site Composting/Wood Piles
P	P	P	P	P	P	P										(u) Family Day Care Home
C	C	C	C	C	C	C										(v) Intermediate Day Care Home
C															C	(w) Migrant Labor Camp

RA-35ac Rural Agricultural  
ER-1 Estate Residential  
SR-3 Suburban Residential-3  
SR-5 Suburban Residential-5

NR-6 Neighborhood Residential  
MR-8 Mixed Residential  
UR-12 Urban Residential  
NO Neighborhood Office

SO Suburban Office  
NC Neighborhood Commercial  
SC Suburban Commercial  
UC Urban Commercial

CC Central Commercial  
SI Suburban Industrial  
UI Urban Industrial  
HI Heavy Industrial



**TABLE 15.203(9): TABLE OF LAND USES**

**T = Permitted as a Temporary Use (15.202(6))**

<b>↓ ZONING DISTRICT ABBREVIATIONS ↓</b>															<b>↓ TYPE OF LAND USE ↓</b>	
<b>R A - 3 5 a c</b>	<b>E R - 1</b>	<b>S R - 3</b>	<b>S R - 5</b>	<b>N R - 6</b>	<b>M R - 8</b>	<b>U R - 1 2</b>	<b>N O</b>	<b>S O</b>	<b>N C</b>	<b>S C</b>	<b>U C</b>	<b>C C</b>	<b>S I</b>	<b>U I</b>	<b>H I</b>	
																<b>TEMPORARY USES (15.206(9)( ))</b>
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(a) Contractor's Project Office
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(b) Contractor's On-Site Equipment Storage
							T	T	T	T	T	T	T	T	T	(c) Relocatable Building
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(d) On-Site Real Estate Sales Office
									T	T	T	T				(e) General Temporary Outdoor Sales
T									T	T	T	T	T	T		(f) Outdoor Sales of Farm Products
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(g) Outdoor Assembly
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(h) Remediation Structure
T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	(i) Donation Drop-off Boxes

RA-35ac Rural Agricultural  
ER-1 Estate Residential  
SR-3 Suburban Residential-3  
SR-5 Suburban Residential-5

NR-6 Neighborhood Residential  
MR-8 Mixed Residential  
UR-12 Urban Residential  
NO Neighborhood Office

SO Suburban Office  
NC Neighborhood Commercial  
SC Suburban Commercial  
UC Urban Commercial

CC Central Commercial  
SI Suburban Industrial  
UI Urban Industrial  
HI Heavy Industrial

### **Section 15.204 Table of Land Uses Permitted in Permanently Protected Green Space Areas**

In all developments, certain areas may be required to be set aside as permanently protected green space for the purpose of natural resources protection, to meet a Minimum Green Space Ratio (GSR) requirement, or to meet a Minimum Landscape Surface Ratio (LSR) requirement (see Subchapter 15-3: Density and Intensity Regulations, and Subchapter 15-5: Natural Resource Protection Regulations). Where such permanently protected green space is required, and where the land use is also permitted per the land use regulations of the applicable conventional zoning district (see Section 15.203: Table of Land Uses), Table 15.204: Land Use Permitted in Permanently Protected Green Space Areas shall also be employed to establish land use regulations. All land uses listed in Section 15.203, but not listed in this Section, are prohibited in permanently protected green spaces.

*(Table 15.204 is presented on the following page.)*

**L:** Minimum Number of Off-Street Parking Spaces Required on the Lot: See parking lot requirements per specific land use in Section 15.206

**c. Nonresidential Landscaping Requirements (Nonresidential and Multi-family):**

- 1) 20 landscaping points per 100 linear feet of building foundation
- 2) 5 landscaping points per 1,000 square feet of gross floor area
- 3) 20 landscaping points per 100 linear feet of street frontage
- 4) 40 landscaping points per 10,000 square feet paved area/20 stalls

**d. Nonresidential Performance Standards:** (See Subchapter 15-7)

**e. Nonresidential Signage Regulations:** (See Subchapter 15-8)

**(f) Central Commercial (CC) District**

**1. Description and Purpose**

This district is intended to permit both large and small-scale “downtown” commercial development at an intensity which provides significant incentives for infill development, redevelopment, and the continued economic viability of existing development. To accomplish this effect, maximum Floor Area Ratios (FARs) permitted in this district are much higher than those allowed in the Suburban Commercial (SC) and Urban Commercial (UC) Districts. A wide range of office, retail, and lodging land uses are permitted within this district. In order to ensure a minimum of disruption to residential development, no development within this district shall take direct access to a local residential street or a residential collector street.

**Rationale:** This district is intended to provide an alternative, primarily infill development designation for commercial activity to the Suburban Commercial (SC) and Urban Commercial (UC) District are designed to assist in maintaining the long-term viability of the City center.

**2. List of Allowable Land Uses (per Subchapter 15-2)**

**a. Land Uses Permitted by Right:** (per Section 15.202(2))

Selective Cutting (per Section 15.206(2)(f))

Passive Outdoor Public Recreation (per Section 15.206(3)(a))

Office (per Section 15.206(4)(a))  
Personal or Professional Services (per Section 15.206(4)(b))  
Indoor Sales or Service (per Section 15.206(4)(c))  
Indoor Maintenance Service (per Section 15.206(4)(e))

**b. Land Uses Permitted as Special Use:** (per Section 15.202(3))

Cultivation (per section 15.206(2)(a))  
Active Outdoor Public Recreation (per Section 15.206(3)(b))  
Indoor Institutional (per section 15.206(3)(c))  
Public Services and Utilities (per Section 15.206(3)(e))  
Off-Site Parking Lot (per Section 15.206(6)(a))

**c. Land Uses Permitted as Conditional Uses:** (per Section 15.202(4))

Townhouse – 2,500 sf lot (per Section 15.034)  
Multiplex – 2,500 sf lot area per unit (per Section 15.034)  
Apartment – 1,000 sf lot area per unit (per Section 15.034)  
Institutional Residential (per Sections 15.206(3)(f) and 15.034)  
Clear Cutting (per Section 15.206(2)(g))  
Outdoor Institutional (per Section 15.206(3)(d))  
In-Vehicle Sales or Service (per Section 15.206(4)(g))  
Indoor Commercial Entertainment (per Section 15.206(4)(h))  
Commercial Indoor Lodging (per Section 15.206(4)(k))  
Bed and Breakfast Establishments (per Section 15.206(4)(l))  
Pet Shops (per Section 15.206(4)(q)) (G. O. 84-96-97; 11/18/96)  
Group Day Care Center (9+ children) (per Section 15.206(4)(m))  
Rooming House (per Section 15.206(4)(o))  
Single-family residences [G. O. No. 150-97-98; 5/18/98]

**d. Land Uses Permitted as Accessory Uses:** (per Section 15.202(5))

**1) Land Uses Permitted by Right:**

Farm Residence (per section 15.206(8)(c))  
Private Residential Garage or Shed (per Section 15.206(8)(d))  
Company Cafeteria (per Section 15.206(8)(h))  
Lawn Care (per Section 15.206(8)(h))  
On-Site Composting/Wood Piles <5 cubic yards (per Section 15.206(8)(t))

**2) Land Uses Permitted as Special Use:**

On-Site Parking Lot (per Section 15.206(8)(b))  
Company Provided On-Site Recreation without lighting (per Section 15.206(8)(l))  
Drainage Structure (per Section 15.206(8)(n))



Filling (per Section 15.206(8)(o))  
Exterior Communication Devices (per Section 15.206(8))  
Home Occupation (per Section 15.206(8)(s))  
On-Site Composting/Wood Piles 5 – 10 cubic yards (per Section 15.206(8)(t))

3) Land Uses Permitted as Conditional Use:

Commercial Apartment (per Section 15.206(8)(a))  
Company Provided On-Site Recreation with lighting (per Section 15.206(8)(l))  
In-Vehicle Sales or Service (per Section 15.206(8)(k))  
Light Industrial Incidental to Indoor Sales (per Section 15.206(8)(m))  
Exterior Communication Devices not meeting Special Use Requirements (per Section 15.206(8))

e. Land Uses Permitted as Temporary Uses: (per Section 15.202(6))

Contractor's Project Office (per Section 15.206(9)(a))  
Contractor's On-Site Equipment Storage (per Section 15.206(9)(b))  
Relocatable Building (per Section 15.206(9)(c))  
On-Site Real Estate Sales Office (per Section 15.206(9)(d))  
General Temporary Outdoor Sales (per Section 15.206(9)(e))  
Outdoor Sales of Farm Products (per Section 15.206(9)(f))  
Outdoor Assembly (per Section 15.206(9)(g))  
Remediation Structure (per Section 15.206(9)(h))  
Donation Drop-off Boxes (per Section 15.206(9)(i))

3. Regulations Applicable to Residential Uses

a. Residential Density and Intensity Requirements: (per Table 15.304)

1) *Townhouse*<sup>1</sup>:

Maximum Gross Density (MGD): 12.00 du/acre  
Minimum Lot Area (MLA): 2,500 square feet  
Minimum Site Area (MSA): 4,500 square feet

2) *Multiplex*<sup>1</sup>:

Maximum Gross Density (MGD): 12.00 du/acre  
Minimum Lot Area (MLA): 2,500 square feet  
Minimum Site Area (MSA): 4,500 square feet

3) *Apartment*<sup>1</sup>:

Maximum Gross Density (MGD): Up to 40.00  
du/acre

Minimum Lot Area (MLA): 2,500 square feet

Minimum Site Area (MSA): 4,500 square feet

4) *Institutional Residential*<sup>1</sup>:

Maximum Gross Density (MGD): Up to 40.00  
du/acre

Minimum Lot Area (MLA): 4,500 square feet

Minimum Site Area (MSA): 4,500 square feet

b. **Residential Bulk Requirements:** (per Table 15.402)

A: Minimum Lot Area: ***Townhouse*<sup>1</sup>, *Multiplex*<sup>1</sup>, and *Apartment*<sup>1</sup>**: 2,500 square feet; ***Institutional Recreational*<sup>1</sup>**: 4,500 square feet

B: Minimum Lot Width: ***Townhouse*<sup>1</sup>**: 16 feet or 36 feet for a corner lot; **All Other Dwelling Unit Types**: 60 feet or 70 feet for a corner lot  
**Minimum Setbacks:**

C: Building Coverage Ratio: 0.50

D: Reserved

E: Front or Street Side Lot Line to House: ***Townhouse*<sup>1</sup>, *Multiplex*<sup>1</sup>, and *Apartment*<sup>1</sup>**: 20 feet; and ***Institutional Residential*<sup>1</sup>**: 30 feet; add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

F: Front or Street Side Lot Line to Attached Garage: ***Townhouse*<sup>1</sup>, *Multiplex*<sup>1</sup>, and *Apartment*<sup>1</sup>**: 20 feet; and ***Institutional Residential*<sup>1</sup>**: 30 feet; add 10 more feet for a lot adjacent to a street with an Officially Mapped right-of-way equal to or exceeding 100 feet

G: Side Lot Line to House or Attached Garage: ***Townhouse*<sup>1</sup>**: 10 feet or 0 feet on zero lot line side; ***Multiplex*<sup>1</sup>, *Apartment*<sup>1</sup>, and *Institutional Residential*<sup>1</sup>**: 10 feet

H: Total of Both Sides, Lot Lines to House or attached Garage: ***Townhouse*<sup>1</sup>**: 10 feet or 20 feet for a corner lot; ***Multiplex*<sup>1</sup> and *Apartment*<sup>1</sup>**: 20 feet or 30 feet for a corner lot; and ***Institutional Residential*<sup>1</sup>**: 20 feet or 40 feet for a corner lot

I: Rear Lot Line to House or Attached Garage: 25 feet

J: Side Lot Line to Accessory Structure: 3 feet, 5 feet when abutting an alley

K: Rear Lot Line to Accessory Structure: 3 feet, 5 feet when abutting an alley

- L:** Peripheral Setback: See 15.610(4)(b) along zoning district boundary
  - M:** Minimum Paved Surface Setback: 3 feet from side or rear
  - N:** Minimum Dwelling Unit Separation: ***Townhouse*<sup>1</sup>**: 20 feet or 0 feet on zero lot line side; **All other dwelling unit types**: 20 feet
  - O:** Maximum Height of Dwelling Unit: 35 feet (***Apartment*<sup>1</sup>** and ***Institutional Residential*<sup>1</sup>** in excess of 35 feet permitted with a conditional use permit)
  - P:** Maximum Height of Accessory structure: 15 feet
  - Q:** Minimum Number of Off-Street Parking Spaces Required on the Lot (Includes garage, drives, & all designated parking surfaces): 3 spaces per du, except that in multi-family development 2 spaces are required for each unit with 2 or more bedrooms, 1 ½ spaces for each unit with one bedroom or less
  - R:** Minimum Dwelling Core Dimensions: 24 feet by 40 feet
  - S:** Minimum Roof Pitch: 3 : 12
  - T:** Minimum Eave Width: 18 inches
- <sup>1</sup>Standard type for conventional development or dwelling unit type permitted by right;  
*Italic type for cluster development or dwelling unit type requiring conditional use*

- c. **Residential Landscaping Requirements:** Not applicable for Single and Two-family. See Nonresidential Landscaping Requirements for Multi-family Residential.
- d. **Residential Performance Standards:** (See Subchapter 15-7)
- e. **Residential Signage Regulations:** (See Subchapter 15-8)

#### 4. **Regulations Applicable to Nonresidential Uses**

- a. **Nonresidential Density and Intensity Requirements:**  
(per Table 15.305)

Minimum Landscape Surface Ratio (LSR): .00

Minimum Lot Area (MLA): na

Maximum Building Size (MBS): na

- b. **Nonresidential Bulk Requirements:** (per Table 15.403)

**A:** Minimum Lot Area: na

**B:** Minimum Lot Width: 0 feet

**Minimum Setbacks:**

- C:** Building to Front or Street Side Lot Line: 0 feet
- D:** Building to Residential Side Lot Line: 0 feet
- E:** Building to Residential Rear Lot Line: 20 feet
- F:** Building to Nonresidential Side Lot Line: 0 feet
- G:** Building to Nonresidential Rear Lot Line: 10 feet
- H:** Peripheral Setback: See 15.610(4)(b) along zoning district boundary
- I:** Minimum Paved Surface Setback: 0 feet
- J:** Minimum Building Separation: 0 feet
- K:** Maximum Building Height: 20 feet (Can exceed 20 feet w/conditional use permit)
- L:** Minimum Number of Off-Street Parking Spaces Required on the Lot: See parking lot requirements per specific land use in Section 15.206

**c. Nonresidential Landscaping Requirements (Nonresidential and Multi-family):**

- 1) 0 landscaping points per 100 linear feet of building foundation
- 2) 0 landscaping points per 1,000 square feet of gross floor area
- 3) 0 landscaping points per 100 linear feet of street frontage
- 4) 20 landscaping points per 10,000 square feet paved area/20 stalls

**d. Nonresidential Performance Standards: (See Subchapter 15-7)**

**e. Nonresidential Signage Regulations: (See Subchapter 15-8)**

**(g) Suburban Industrial (SI) District**

**1. Description and Purpose**

This district is intended to permit both large and small scale industrial and office development at an intensity which is consistent with the overall desired suburban community character of the designated zoning district. Beyond a relatively low maximum Floor Area Ratio (FAR) and a relatively high minimum Green Space Ratio (GSR), the primary distinguishing feature of this district is that it is geared to indoor industrial activities which are not typically associated with high levels of noise, soot, odors and other potential nuisances for adjoining properties. In order to ensure a minimum of disruption to residential development, no development within this district shall take direct access to a local residential street or a residential collector street.

II

R. O. No.       - 15 - 16      . By CITY CLERK. March 21, 2016.

Submitting a communication from Joseph O'Bradovic, Director of Government Property Disposal Division, regarding the Social Security Administration Trust Building at 606 N. 9<sup>th</sup> St., Sheboygan, Wisconsin.

*Finance*

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City Clerk



*Finance*

GSA New England Region

March 8, 2016

The Honorable Mike Vandersteen  
Mayor, City of Sheboygan  
Sheboygan City Hall  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin 53081

RE: Social Security Administration Trust Building  
606 North Ninth Street, Sheboygan, Wisconsin  
GSA Control Number: 1-G-WI-623

Dear Mayor Vandersteen:

The above referenced property has been determined to be surplus to the needs of the Government and is available for disposal.

Included in the enclosed notice is a description of the property and procedural instructions to be followed if any public agency desires to submit an application for the property. Please note particularly the name and address given for filing written notice if any public agency desires to submit such an application, the time limitation within which written notice must be filed, and the required content of such notice. Additional instructions are provided for the submission of comments regarding any incompatibility of the disposal with any public agency's development plans and programs.

In order to ensure that all interested parties are informed of the availability of this property, please post additional copies of the attached notice in appropriate places.

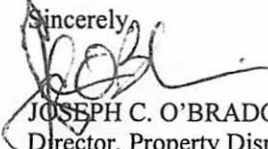
A notice of surplus determination is also being mailed to:

The Honorable Scott Walker  
Governor, State of Wisconsin  
Office of the Governor  
115 East Capitol  
Madison, WI 53702

The Honorable Roger L. TeStroete  
Chair, Sheboygan County Board  
Administration Building  
508 New York Avenue, 3<sup>rd</sup> Floor, Rm 311  
Sheboygan, WI 53081-4126

Should you require additional information or have any questions regarding this matter, please contact please contact Lisa A. Tangney, Realty Specialist, at (312) 886-9480, email [Lisa.tangney@gsa.gov](mailto:Lisa.tangney@gsa.gov) or mail to GSA, Property Disposal Division 1PZC, 230 South Dearborn Street, Room 3774, Chicago, IL 60604.

Sincerely,

  
JOSEPH C. O'BRADOVIC  
Director, Property Disposal Division

Enclosure

U.S. General Services Administration  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street  
Boston, MA 02222  
[www.gsa.gov](http://www.gsa.gov)

**UNITED STATES GENERAL SERVICES ADMINISTRATION  
NOTICE OF DETERMINATION OF HOMELESS SUITABILITY  
AND AVAILABILITY AND  
NOTICE OF SURPLUS DETERMINATION FOR FEDERAL REAL  
PROPERTY**

**MARCH 8, 2016**

**SOCIAL SECURITY ADMINISTRATION TRUST BUILDING  
606 North Ninth Street, Sheboygan, Wisconsin 53081  
GSA Control Number 1-G-WI-623  
HUD Number: 542015400012**

Notice is hereby given that the subject property has been determined suitable and available by the Department of Housing and Urban Development (HUD) for homeless use. Since no further Federal requirement exists, the subject property has been made available for homeless use by the General Services Administration (GSA) and was published in the Federal Register on Friday, November 20, 2015; Volume 80, Number 224, Page 72731. The property is being screened for sixty (60) days from the date of this notice for expressions of interest from qualified homeless providers in accordance with the Stewart B. McKinney Homeless Assistance Act, as amended. **If no expressions of interest for homeless use are received within the specified timeframe, then the property will be considered for disposal as surplus property according to the regulations cited on the following page.**

The property consists of a 4,566 square feet single story brick exterior office building improved with paved parking on 0.6 acre.

Under Title V of the Stewart B. McKinney Homeless Assistance Act (McKinney Act)(42 U.S.C. 11411), as amended, public bodies and eligible nonprofit organizations concerned with providing assistance to the homeless may apply to acquire Government property determined suitable by HUD for homeless use. Also, States and their political subdivisions and instrumentalities, tax-supported institutions, and nonprofit institutions which have been held exempt from taxation under Section 501(c)(3) of the 1954 Internal Revenue Code may apply to acquire Government property determined suitable by HUD for homeless use under Section 203(k) of the Federal Property and Administrative Services Act of 1949, as amended. Interested parties will have 60 days from the above date to submit a written expression of interest and obtain necessary application forms from the Department of Health and Human Services (HHS). Public bodies and eligible nonprofit organizations wishing to apply for the property should contact:

Theresa Ritta  
Chief, Real Property Branch  
Division of Real Property  
U.S. Department of Health and Human Services  
5600 Fishers Lane, Room 5B-17, Parklawn Building  
Rockville, Maryland 20857  
(301) 443-6672  
Theresa.ritta@psc.hhs.gov

GSA administers a program for the donation of Federal surplus personal property through a network of individual State Agencies for Surplus Property (SASP). A pamphlet describing the surplus property program will be included in the application package provided by HHS.

#### **NOTICE OF SURPLUS DETERMINATION**

Notice is hereby given that the property known as Social Security Administration Trust Building, 600 North Ninth Street, Sheboygan, Wisconsin 53081 has been determined to be surplus Government property and is available for disposal. This is an offsite removal action of the structures only – No land is being disposed of.

STATUTE	TYPE OF DISPOSAL
40 U.S.C. 545(b)(8)	Negotiated sale to public bodies for public purposes
40 U.S.C. 553	Law Enforcement
40 U.S.C. 553	Emergency Management Response, including Fire

Any public agency wishing to acquire the property for negotiated sale, in accordance with 40 U.S.C. 545(b)(8), should submit written notice thereof, before COB on April 11, 2016, to:

Lisa A. Tangney  
Realty Specialist  
General Services Administration  
Chicago Operations Branch  
Real Property Utilization & Disposal Division  
230 South Dearborn Street  
Room 3774, DPN 37-13  
Chicago, Illinois 60604



Any public agency wishing to acquire the property for negotiated sale, in accordance with 40 U.S.C. 553, should submit written notice thereof, before COB on April 11, 2016, to:

Orbin Terry, Project Manager  
U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance  
810 Seventh Street, NW, Room 4423  
Washington, DC 20531  
(202) 307-3134  
[orbin.terry@usdoj.gov](mailto:orbin.terry@usdoj.gov)

Any public agency wishing to acquire the property for negotiated sale, in accordance with 40 U.S.C. 553, should submit written notice thereof, before COB on April 11, 2016, to:

Adrian Austin  
Building Management Specialist  
Support Services and Facilities Management Division  
U.S. Department of Homeland Security  
Federal Emergency Management Agency  
Washington Design Center  
300 D Street, SW, Room 840-2  
Washington DC 20472  
(202) 212-2099  
[adrian.austin@dhs.gov](mailto:adrian.austin@dhs.gov)

Such written notice shall:

- 1) disclose the contemplated use of the property;
- 2) contain a citation of the applicable statute under which the public agency desires to procure the property;
- 3) disclose the nature of the interest less than fee title to the property is contemplated;
- 4) state the length of time required to develop and submit a formal application for the property (where a payment to the Government is required under the statute, include a statement as to whether funds are available and, if not, the period required to obtain funds); and
- 5) give the reason for the time required to develop and submit a formal application.

Upon receipt of the written notice, the public agency shall be promptly informed concerning the period of time that will be allowed for submission of the formal application.

In the absence of a written notice, or in the event a public use proposal is not approved, the regulations issued pursuant to authority contained in the Property Act as amended, provide for offering the property for sale according to its highest and best use.

If any public agency considers that the proposed disposal of the property is incompatible with its development plans and programs, notice of such incompatibility must be forwarded to the Regional Administrator, U.S. General Services Administration, 230 South Dearborn Street, Chicago, Illinois 60604.

For more information contact:

Lisa A. Tangney  
Realty Specialist  
GSA Real Property Utilization & Disposal Division  
230 South Dearborn Street  
Room 3774, DPN 37-13  
Chicago, Illinois 60604  
Telephone: (312) 886-9480  
Email: [lisa.tangney@gsa.gov](mailto:lisa.tangney@gsa.gov)

II

R. O. No.       - 15 - 16      . By CITY CLERK. March 21, 2016.

Submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to us for fiscal 2016.

*Finance*

---

City Clerk



# SHEBOYGAN SQUARED™

March 15, 2016

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 2016.

Thank you for your help in this matter.

Sincerely,



David O. Gass  
President



Dave Hoffman  
Manager



Res. No. \_\_\_\_\_ - 15 - 16. By Alderpersons Belanger, Bitters, Bohren, Damrow, Donohue, Draughon, Hammond, Heidemann, Hermann, Hou-Seye, Kath, Lessard, Thiel, Trester and Wolf.  
March 21, 2016.

A RESOLUTION commemorating the distinguished service of Eldon E. Burg to the City of Sheboygan.

WHEREAS, God in his divine wisdom, has called from this life our valued friend and fellow alderman Eldon E. Burg who passed away on Friday, January 15, 2016; and

WHEREAS, Eldon E. Burg served the citizens of the City of Sheboygan as an alderperson from the 1<sup>st</sup> District for twelve (12) years from 1999 to 2003, 2005 to 2007 and 2015 to 2016, and served as Common Council Vice President for Council Year 2005-06 and as Council President for Council Year 2006-07; and

WHEREAS, during his tenure as alderperson, Mr. Burg served as a valuable member of numerous council committees, including Public Protection and Safety, Public Works (Chairman 2002-03), Salaries and Grievances (Chairman 2005-06), Law & Licensing, Finance Committee, Industrial Development Commission, Board of Housing Appeals, Historic Preservation Commission, Motor Vehicle Review Committee, Special Public Projects Committee, Housing Rehabilitation Committee, Sheboygan Transit Commission, Special Committee on Risk Management, Strategic Fiscal Planning Committee, City/County Shared Services, Group Health Insurance Committee, Labor Management Committee, Employee Renumeration Committee, Information Systems Steering Committee, Government Structure Committee; and

WHEREAS, Mr. Burg assisted with the development of the Harbor Center Marina and South Pier by serving on the Marina Negotiations Committee, South Pier Advisory Committee, Blue Harbor Committee and the Marina and Harbor Committee; and

WHEREAS, Mr. Burg served his constituents and the City of Sheboygan faithfully and honorably, being a man of outstanding ability and integrity; and

WHEREAS, Mr. Burg was a valuable member of the Sheboygan City Council, always legislating with an open mind and putting honesty and charity before all else, he will always be remembered as exemplifying the best qualities of leadership in public service to the City.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby commemorates the distinguished service rendered by Mr. Eldon E. Burg to the City of Sheboygan throughout his twelve (12) years of service, expresses its sorrow in his passing, and offers to his wife, Fran, and his entire family its deepest sympathy.

BE IT FURTHER RESOLVED: That this resolution be published in this council's official proceedings, and that a suitable copy be presented to the family of Eldon E. Burg.


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



**Funding Approval/Agreement**

Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No.  
2506-0193 (exp 5/31/2018)

1. Name of Grantee (as shown in item 5 of Standard Form 424) Sheboygan	3a. Grantee's 9-digit Tax ID Number 396005599	3b. Grantee's 9-digit DUNS Number 076144153
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 828 Center Ave Sheboygan, WI 53081-4442	4. Date use of funds may begin (mm/dd/yyyy) 04/01/2016	
	5a. Project/Grant No. 1 B-16-MC-55-0016	6a. Amount Approved \$796,408.00
	5b. Project/Grant No. 2	6b. Amount Approved

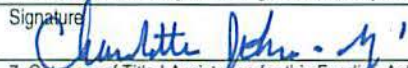
**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)  
Charlotte John-Gomez

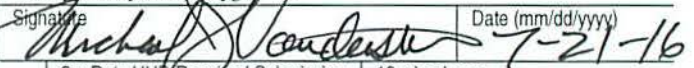
Grantee Name  
Michael Vandersteen

Title  
HUD Community Planning and Development Director

Title  
Mayor, City of Sheboygan

Signature  


Date (mm/dd/yyyy)  
07/14/2016

Signature  
 7-21-16

7. Category of Title I Assistance for this Funding Action  
(check only one)
- ☐ a. Entitlement, Sec 106(b)
  - ☐ b. State-Administered, Sec 106(d)(1)
  - ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B)
  - ☐ d. Indian CDBG Programs, Sec 106(a)(1)
  - ☐ e. Surplus Urban Renewal Funds, Sec 112(b)
  - ☐ f. Special Purpose Grants, Sec 107
  - ☐ g. Loan Guarantee, Sec 108

8. Special Conditions  
(check one)
- ☐ None
  - ☒ Attached

9a. Date HUD Received Submission  
(mm/dd/yyyy) 04/08/2016

9b. Date Grantee Notified  
(mm/dd/yyyy) 07/14/2016

9c. Date of Start of Program Year  
(mm/dd/yyyy) 04/01/2016

10. check one
- ☒ a. Orig. Funding Approval
  - ☐ b. Amendment
- Amendment Number

11. Amount of Community Development  
Block Grant

a. Funds Reserved for this Grantee	FY (2016)	FY ( )	FY ( )
b. Funds now being Approved	\$796,408.00		
c. Reservation to be Cancelled (11a minus 11b)	\$796,408.00		

12a. Amount of Loan Guarantee Commitment now being Approved  
N/A

12b. Name and complete Address of Public Agency  
City of Sheboygan  
828 Center Ave  
Sheboygan, WI 53081-4442

**Loan Guarantee Acceptance Provisions for Designated Agencies:**  
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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24 CFR 570

form HUD-7082 (4/93)

## 8. CDBG Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2023. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2023.
- (b) If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base*</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

\*Specify the type of cost base utilized - e.g., Modified Total Direct Costs (MTDC). Do not include amounts.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and System for Award Management, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate



threat to public health and safety or brownsfield as defined in the Small Business Liability Relief and Brownsfield Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

III

Res. No. \_\_\_\_\_ - 15 - 16. By Alderpersons Hammond, Donohue, Lessard and Belanger. March 21, 2016.

A RESOLUTION approving the FY 2016 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$814,371 in entitlement Community Development Block Grant (CDBG) funds is anticipated to be awarded in 2016 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Strategic Fiscal Planning Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Strategic Fiscal Planning Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2016 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Strategic Fiscal Planning Committee recommends the funds be distributed as follows:

Street Improvements	\$100,000
Foster Commercial Redevelopment	\$150,000
NRSA No. 1 Officers	\$ 30,000
Partners for Community Development	\$ 17,500
Park Facilities	\$231,213
Salvation Army	\$ 43,500
Sheboygan County Interfaith Organ.	\$ 5,000
Family Service Association	\$ 9,987
Shoreline Metro	\$ 42,493
Family Connections	\$ 2,000
Lakeshore CAP	\$ 18,000
Lakeshore Community Health Center	\$ 2,000
Program Administration	\$162,678

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2016 funds for the activities approved by the Strategic Fiscal Planning Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community

*Lies over.*

Development Objectives and Proposed Use of Funds, as recommended by the Strategic Fiscal Planning Committee, assurances contained therein and to provide any other information requested by HUD.

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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. \_\_\_\_\_ - 15 - 16. By Alderperson Hammond. March 21, 2016.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Medical Direction between the City of Sheboygan-Sheboygan Police Department and Aurora Health Care Central, Inc. regarding the Sheboygan Police Department's Naloxone Program.

RESOLVED: That the Mayor is hereby authorized to execute the Agreement for Medical Direction in form substantially similar to the attached.

\_\_\_\_\_

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

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## AGREEMENT FOR MEDICAL DIRECTION

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**THIS AGREEMENT FOR MEDICAL DIRECTION** (“Agreement”) is made as of the 1<sup>st</sup> day of April, 2016 (the “Effective Date”), by and between the **City of Sheboygan**, a Wisconsin municipal entity, **on behalf of the Sheboygan Police Department** (“City”) and **AURORA HEALTH CARE CENTRAL, INC.**, a Wisconsin non-stock corporation, **d/b/a Aurora Sheboygan Memorial Medical Center** (“Hospital”).

### Recitals

**WHEREAS**, Wisconsin law allows law enforcement officers to administer naloxone or other opioid antagonists (“Naloxone Program”) under Section 256.40 of the Wisconsin Statutes; and

**WHEREAS**, Hospital operates a Wisconsin licensed acute care hospital in the City of Sheboygan; and

**WHEREAS**, through its affiliated entity, Aurora Medical Group, Inc. (“AMG”), Hospital retains the services of physicians who are fellowship trained in Emergency Medical Services (EMS), one of whom it will make available to provide medical direction and training for City’s Naloxone Program (the “Program”); and

**WHEREAS**, Hospital desires to provide services to the Program as a benefit for the communities they serve; and

**WHEREAS**, City desires to engage the services of Hospital to provide medical direction, training and the ability to purchase naloxone or another opioid antagonist, all pursuant to the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, it is agreed as follows:

**1.     Engagement.**

1.1.     Medical Director. City hereby engages Hospital to designate a Wisconsin licensed physician to serve as the medical director for the Program (“Medical Director”). Such designated physician shall meet all requirements set forth in this Agreement. The parties agree that the initial physician appointed to serve as the Medical Director under this Agreement is Steven Zils, M.D. If, for any reason, such designated physician is unable or ceases to serve as such Medical Director, Hospital will designate a replacement physician to serve as Medical Director, subject to approval by City. City will name such replacement as its Medical Director

provided such physician meets all requirements to serve as the Medical Director set forth in this Agreement.

**2. Services To Be Provided By Hospital.**

2.1. Hospital shall require the physician designated as Medical Director to meet the requirements under Section 256.15 of the Wisconsin Statutes and Chapter DHS 110 of the Wisconsin Administrative Code. The physician serving as Medical Director will perform the following duties:

- i. Provide Program medical direction to the City police chief and/or his designee;
- ii. Direct and supervise all medical phases of the Naloxone Program;
- iii. Establish standard operating protocols, policies, procedures, standards and guidelines for the personnel operating under the Naloxone Program;
- iv. Coordinate and supervise evaluation activities and quality assurance programs conducted under the Naloxone Program;
- v. Consult, assist and participate in educational programs for personnel who are part of the Program.
- vi. Consult, recommend and provide direction regarding medical equipment and supplies used by personnel as part of the Program.
- vii. Report periodically to the City police chief on activities and issues related to the functioning of the Naloxone Program.

2.2. The Medical Director shall have the following qualifications:

- i. Be a Wisconsin licensed physician without any limits on his or her licensure;
- ii. Be board certified by either the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM).
- iii. Be Emergency Medical Services ("EMS") board eligible or board certified.
- iv. Be a member in good standing of the Medical Staff of Hospital;
- v. Satisfy any requirements for service as a Medical Director under Chapter DHS 110 of the Wisconsin Administrative Code.

**3. Services of City.** In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the

Naloxone Program or to the Medical Director, City shall promptly furnish copies of these materials to Hospital for use under this Agreement. City shall designate an individual to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define City's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement. City shall also:

3.1. Provide Hospital with access to all records related to the delivery of the Program, subject to any limitations provided by law.

3.2. Provide nonfinancial support for research activities dealing with prehospital emergency care conducted by Hospital.

3.3. In conjunction with Hospital, develop and implement quality assurance measures regarding the Program

3.4. Follow and ensure that police department personnel involved with the Program follow all policies, procedures, medical guidelines and protocols established by the Medical Director for the Program.

4. **Schedule.** Hospital and City shall mutually determine the schedule for and performance of the various services hereunder.

5. **Compensation.** City shall reimburse Hospital for naloxone and other opioid antagonist medications at a mutually agreed upon price. Hospital will invoice City on a monthly basis.

Invoices not paid by City within thirty (30) days of receipt may be subject to a one and one-half (1.5%) percent interest charge (but never more than the highest rate permitted by law) per month.

If City fails to make any payment within sixty (60) days after receipt of an invoice, Hospital may, after giving seven (7) days written notice to City, suspend services under this Agreement until all amounts due are paid in full, and/or or seek other available remedies.

6. **Term of Agreement.** This Agreement shall be effective as of the Effective Date and continue through March 31, 2017, unless otherwise terminated as provided herein. This Agreement and all its terms and conditions shall automatically renew thereafter on a year-to-year basis, unless a party gives written notice of non-renewal not less than thirty (30) days prior to the expiration of the then effective term.

7. **Termination for Breach.** In the event any party fails to fulfill in a timely and proper manner its material obligations under this Agreement, which failure continues for thirty (30) days after written notice, the non-breaching party shall have the right to terminate this Agreement at the end of such thirty (30) day period upon issuing written notice of termination and specifying the date of the termination.

8. **Documents Upon Termination.** In the event of termination of this Agreement, all finished and unfinished documents prepared by Hospital under this Agreement shall become the property of City upon payment of all invoices submitted and due Hospital under the terms of this Agreement. Hospital shall not perform any new or additional work upon termination without the advance, written permission of City.

9. **Entire Agreement; Amendments.** This Agreement sets forth the entire agreement among the parties hereto on the subject matter hereof. No understanding not set forth herein shall have any force or effect. This Agreement may be amended only by a written document signed by the parties.

10. **Insurance.** Hospital shall ensure that both Hospital and Medical Director have appropriate professional liability insurance in accordance with the provisions of Chapter 655 of the Wisconsin Statutes, covering medical malpractice.

11. **Assignment and Subcontract Prohibited.** No party may assign or subcontract any interest or obligation under this Agreement without the prior written approval of the other parties, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, City acknowledges that Hospital retains the physician's services through a contract with its affiliate, AMG.

12. **Severability.** It is agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

13. **Nondiscrimination.** In the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment in violation of any Federal, State or local law, rule or regulation because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Services are to be provided in accordance with the Federal Americans with Disabilities Act to the extent applicable.

14. **Governing Law.** This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin without giving effect to the choice of law provisions thereof. The jurisdiction and venue for any dispute hereunder shall be in the federal or state courts in Milwaukee County, Wisconsin. No party shall commence an action in any other venue or forum. All parties waive trial by jury in any action or proceeding hereunder or relating hereto.

15. **No Waiver.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of a party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event of default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly



provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**16. Notices.** Any notice required or permitted to be given to a party under this Agreement shall be sufficient if in writing and sent by registered or certified mail, return receipt requested, postage prepaid, or hand delivered at the following addresses of the parties as indicated below:

For City:

City of Sheboygan

\_\_\_\_\_

Attn: \_\_\_\_\_

For Hospital:

Aurora Sheboygan Memorial Medical Center  
2629 N. 7<sup>th</sup> St.  
Sheboygan, WI 53083  
Attn: President

With a copy to:

Aurora Health Care, Inc.  
750 West Virginia Street  
Milwaukee, WI 53204-1539  
Attn: SVP and General Counsel

Any party may change the address for notice by a notice given in accordance hereunder.

**17. No Third Party Beneficiaries.** This Agreement is intended to be solely among the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits, or privileges of any third party or parties, including, but not limited to, employees of a party.

**18. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument. Facsimile and scanned copies shall be deemed to be as valid as the original.

[Signatures appear on next page]

**IN WITNESS WHEREOF**, the parties hereto have herein executed this Agreement on the dates below given.

**CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date \_\_\_\_\_

**AURORA HEALTH CARE CENTRAL, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date \_\_\_\_\_

**PHYSICIAN ACKNOWLEDGEMENT**

The undersigned physician ("Physician") acknowledges and agrees to serve as the Medical Director as set forth in the attached Agreement for Medical Direction ("Agreement") by and between the City of Sheboygan on behalf of the Sheboygan Police Department and Aurora Health Care Central, Inc. Physician agrees to perform the services in accordance with the terms and conditions specified in the Agreement.

EFFECTIVE for services performed on or after \_\_\_\_\_, 2016.

\_\_\_\_\_  
Steven Zils, M.D.

\_\_\_\_\_  
Date

Res. No.       - 15 - 16      . By Strategic Fiscal Planning. March 21, 2016.

A RESOLUTION establishing a Committee Structure Subcommittee for the City of Sheboygan.

WHEREAS, on November 16, 2015, the Committee of the Whole, via R.C. No. 217-15-16, requested that the Strategic Fiscal Planning Committee review the City's current committee structures and report back to the Common Council; and

WHEREAS, this request was spurred on by the decision to reduce the size of the Common Council from 16 members to 10; and

WHEREAS, the members of the Strategic Fiscal Planning Committee believe that the best method of doing such a review is to create a subcommittee made up of alderpersons and staff which would investigate the matter and report to Strategic Fiscal Planning; and

WHEREAS, the Strategic Fiscal Planning will use the information gathered by the Committee Structure Subcommittee to report its findings to the Common Council.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council shall establish a Committee Structure Subcommittee that will be charged with studying and providing analysis regarding the City's current committee structure; day-to-day work that could be performed by staff rather than by committees, leaving policy matters to the committees; and recommendations regarding changes to the committee structure in light of the upcoming reduction in size of the Common Council;

BE IT FURTHER RESOLVED: That the membership of the Committee Structure Subcommittee shall be comprised of the chair of the Salaries and Grievances Committee (who shall serve as subcommittee chair), the chair of the Committee of the Whole, the senior alderperson from Aldermanic District Two, and the Mayor. Additionally, the City Administrator, City Attorney, and City Clerk shall serve in a non-voting capacity.

BE IT FURTHER RESOLVED: That the Committee Structure Subcommittee shall be temporary in nature and shall utilize its best efforts to complete its charge and submit a report to the Strategic Fiscal Planning Committee by September 30, 2016. In any event, said Subcommittee shall be automatically dissolved at the conclusion of the 2016-2017 Council year.

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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. \_\_\_\_\_ - 15 - 16. By Alderperson Hammond. March 21, 2016.

A RESOLUTION AWARDING THE SALE OF \$3,400,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A.

WHEREAS, pursuant to a resolution adopted on March 7, 2016 (the "Set Sale Resolution"), the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2016 Capital Improvement Plans, including the acquisition of motor vehicles, rolling stock, fire department equipment, sirens and controls, bridge and street improvements, city hall construction, assessment revaluation, and TID No. 16 project costs (collectively, the "Project");

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") take the steps necessary to sell general obligation promissory notes (the "Notes") to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 6, 2016;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 6, 2016;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

*Finance*

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$3,400,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016A"; shall be issued in the aggregate principal amount of \$3,400,000; shall be dated April 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory

redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct. ]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2024 for the payments due in the years 2016 through 2025 in the amounts set forth on the Schedule. The amount of tax levied in the year 2016 shall be the total amount of debt service due on the Notes in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of interest on the Notes in the year 2016.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on October 1, 2016 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.



(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2016A, dated April 20, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium

and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount,

series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.  
All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

DRAFT

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 6th day of April, 2016.

Dated April \_\_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved April \_\_\_\_\_, 2016. \_\_\_\_\_, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT



EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

[ EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on October 1, \_\_\_\_, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity) ]

EXHIBIT E

(Form of Note)

REGISTERED

UNITED STATES OF AMERICA

STATE OF WISCONSIN

DOLLARS

SHEBOYGAN COUNTY

NO. R-\_\_\_\_\_

CITY OF SHEBOYGAN

\$\_\_\_\_\_

GENERAL OBLIGATION PROMISSORY NOTE,

SERIES 2016A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

October 1, \_\_\_\_\_ April 20, 2016 \_\_\_\_\_ %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS (\$\_\_\_\_\_)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$3,400,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2016 Capital Improvement Plans, including the acquisition of motor vehicles, rolling stock, fire department equipment, sirens and controls, bridge and street improvements, city hall construction, assessment revaluation, and TID No. 16 project costs, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 7, 2016 and April 6, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

By: \_\_\_\_\_  
Susan Richards  
City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



III

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Hammond. March 21, 2016.

A RESOLUTION AWARDING THE SALE OF \$7,550,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B.

WHEREAS, pursuant to a resolution adopted on March 7, 2016 (the "Set Sale Resolution"), the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has heretofore found and determined that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including payment of development incentives (the "Project") and refunding the Taxable General Obligation Refunding Bonds, Series 2006D, dated July 1, 2006 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities, are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory notes on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell taxable general obligation promissory notes (the "Notes") to pay the costs of the Project and the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 6, 2016;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 6, 2016;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

*Finance*

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the City and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the costs of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$7,550,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2016B"; shall be issued in the aggregate principal amount of \$7,550,000; shall be dated April 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on October 1 and April 1 of each year commencing on April 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the

principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2024 for the payments due in the years 2017 through 2025 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for

Taxable General Obligation Promissory Notes, Series 2016B, dated April 20, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.



Section 8. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Redemption of the Refunded Obligations. The Refunded Obligations due on October 1, 2017 and thereafter are hereby called for prior payment and redemption on October 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WFPF to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be

provided at the times, to the parties and in the manner set forth on the Notice.

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. 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 April, 2016.

Dated April \_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved April \_\_\_\_, 2016. \_\_\_\_\_, Mayor



EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC  
and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on October 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity) ]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA  
STATE OF WISCONSIN DOLLARS  
SHEBOYGAN COUNTY  
NO. R- CITY OF SHEBOYGAN \$  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE,  
SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
October 1, April 20, 2016 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS (\$ )

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on October 1 and April 1 of each year commencing on April 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$7,550,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including payment of development incentives (the "Project") and refunding outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on March 7, 2016 and April 6, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.



IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Susan Richards  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL

Regarding

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN  
\$8,575,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006D  
DATED JULY 1, 2006

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2017	\$700,000	5.65%	8210224L1
10/01/2018	700,000	5.75	8210224M9
10/01/2019	700,000	5.80	8210224N7
10/01/2020	700,000	5.90	8210224P2
10/01/2021	700,000	5.95	8210224Q0
10/01/2022	700,000	6.00	8210224R8

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2016.

Said Bonds will cease to bear interest on October 1, 2016.

By Order of the  
Common Council  
City of Sheboygan  
City Clerk

Dated \_\_\_\_\_

To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). Notice shall also be provided to CIFG Assurance North America, Inc., New York, New York, or any successor, the bond insurer of the Bonds.

III

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into engineering services agreement with Donohue & Associates, Sheboygan, for the High Strength Waste Receiving and Storage Design and Construction Related Services Project.

RESOLVED: That the purpose of this project is to provide design, bidding, and construction-related services to implement the improvements identified as Action Item Number 1 in the recommended comprehensive High-Strength Waste and Digestion Improvements Report (Donohue--March 3, 2016).

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to pay \$71,220 for design and bidding assistance from the contracted services account 60138300-521900

BE IT FURTHER RESOLVED: If the City of Sheboygan elects to go to construction after the bids are received, then the City Officials are hereby authorized to pay \$41,505 for Engineering Services from 60138300-521900.

*Pat. Wks.*

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

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

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

III

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into engineering services agreement with Donohue & Associates, Sheboygan, for the Wastewater Treatment Facility Plan Project.

RESOLVED: That the purpose of this project is to develop a Facilities Plan for the Sheboygan Regional Wastewater Treatment Facility. The Facilities Plan will provide the owner with a prioritized Capital Improvement Plan and, because of Wisconsin Department of Natural Resources (WDNR) approval of that Plan, allow the City to use the Clean Water Fund to finance all or some of the capital improvements. As an optional additional task, the City is considering updating its user rate structure.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to pay \$89,630 for engineering services from the contracted services account 60138300-521900.

*Pub Wks.*

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

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

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



III

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Belanger. March 21, 2016.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

S. 17 St from Arizona Ave. to Maryland Ave.  
N. 6<sup>th</sup> St. from Niagara Ave. to Superior Ave.  
Saemann Ave. from Calumet Dr. to N. 21<sup>st</sup> St.

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 aforestated 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

BE IT FURTHER RESOLVED: That the expenses so incurred may be 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 percent (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.

Pub. Wks.

BE IT FURTHER RESOLVED: That when the projects are completed, the City Clerk is authorized and directed to publish the installment assessment notice required by law.

\_\_\_\_\_

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

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

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



Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the City of Sheboygan to amend the contract with Sure Gro, LLC for transporting and storing Sheboygan WWTP's dried biosolids.

WHEREAS: Sure Gro, LLC requested to defer payment for the Dried Biosolids for one year due to the inconsistent supply of the product produced in 2015 (see attached request dated February 8, 2016). In accordance with the Agreement between Sure Gro, LLC and the City of Sheboygan (City) approved on February 16, 2015, Sure Gro, LLC is required to remove all the dried biosolids, less any product the City retained for its own use, at the agreed upon rates below.

Year 1: No cost to either party

Years 2 and 3: Sure Gro, LLC reimburse the City at a rate of \$10.00 per ton

WHEREAS: The City did not produce the anticipated amount of dried biosolids during 2015 due to the continued start up and optimization of the biosolids dewatering and drying process.

WHEREAS: The City recognizes that Sure Gro, LLC's ability to properly market the dried biosolids product was hindered due to the inconsistent and unknown supply.

WHEREAS: The City further recognizes that Sure Gro, LLC has been very cooperative during the past year and has accommodated all the special hauling requests by the City during the optimization and testing periods.

*Pub. Wks.*



WHEREAS: The City recommends approving Sure Gro, LLC's request to defer payment for the dried biosolids by one year to Year 3 as summarized below.

WHEREAS: The City anticipates a more consistent supply of the dried biosolids during Year 2 of the contract.

Years 1 and 2: No cost to either party

Year 3: Sure Gro, LLC reimburse the City at a rate of \$10.00 per ton

\_\_\_\_\_

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

Articles of Agreement,

Made this 16<sup>th</sup> day of February

2015

by Sure Grow LLC

hereinafter called "Contractor,"

and \_\_\_\_\_

and \_\_\_\_\_

hereinafter called "Sureties", and the City of Sheboygan, hereinafter called, "City", Witnesseth:

WHEREAS, Contractor has made a proposal in writing to the Dept. of Public Works of the City, specifically the Regional Wastewater Treatment Facility, hereinafter called "Department", to do the work hereinafter mentioned for the City, for the price and within the time hereinafter mentioned, and according to the plans and specifications therefore on file in the office of the Department, and the Department has awarded the work to him according to law;

Now, therefore, the Contractor, for and in consideration of the payment hereinafter provided, covenants and agrees to and with the City that he will well and truly execute and perform the work, under the superintendence of the Department, for the said price, and within the said time, and according to the said Plans and Specifications, that is to say:

To furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to Transport and properly store all of the Class A Dried Biosolids produced over the following three year period with the exception of those retained by the City of Sheboygan for its own usage as per the guidelines set forth in the City of Sheboygan's Request For Proposals for same, included herein and made part of this agreement and as stipulated in the Contractor's Proposal also included herein for reference.

In accordance with the Request For Proposals and Contractor's response to same the following shall govern the relationship to wit:

Both parties do hereby agree that the Contractor will be requested to remove from City premises in a mutually agreeable time period such product as has been produced to date but is awaiting final classification by the Wisconsin DNR. The Contractor further agrees to properly store and segregate this product until such time as final classification by WDNR has been received. If product is determined to meet Class A Specifications,

The City of Sheboygan shall not be charged for the removal and disposition of the products. Instead, the Contractor agrees to reimburse the City for the product as follows:

Year 1: Contractor shall remove from the City's premises all Dried Biosolids having a designation of "Class A", less any product retained by the City for its own use at no cost to either party.

Year 2: Contractor shall remove from the City's premises all Dried Biosolids having a designation of "Class A", less any product retained by the City for its own use, and reimburse the City at a rate of \$10.00 per ton.

Year 3: Contractor shall remove from the City's premises as Dried BioSolids having a designation of "Class A" less any product retained by the City for its own use, and reimburse the City at a rate of \$10.00 per ton.

*Contractor shall during the term of this contract (and any renewal hereof) have the exclusive right to remove product not retained by the City for its own use.*

And the Contractor further covenants and agrees to and with the City, that he will complete the work in manner and form aforesaid, on or before ongoing day of ongoing, A.D., \_\_\_\_\_

And it is hereby agreed between the parties hereto, that the Department shall have the right and power, and the same is hereby reserved to the Department, to adjust and determine, finally, all questions:

FIRST. As to the proper performance of these presents and the doing of the work by the Contractor, and in case of the improper or imperfect performance thereof, to suspend the Work at any time or to order the entire reconstruction of the same, if improperly done, or to re-let the same to some other competent party; and in case the work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited by these presents to suspend the work and re-let the same to some other competent party, or employ men and secure materials for the completion of the same, and charge the cost thereof to the Contractor and

SECONDLY. As to the amount earned under these presents by the Contractor according to the true intent and meaning thereof. It is hereby agreed that the work to be performed under this agreement shall be performed at no cost to the City of Sheboygan, and that all costs incurred by the Contractor shall be the sole responsibility of the Contractor and are assumed to be offset by the anticipated commercial value of the product.

And it is further agreed that any and every such adjustment and determination by the Department shall be final and conclusive between the parties to these presents, and binding upon them, and that if, upon any such adjustment or determination by the Department, the damages to be paid to the City according thereto should exceed the amount due from the City to the Contractor according thereto, then and in that case the Contractor and Sureties hereby jointly and severally covenant and agree to pay the same to the City on demand.

And the City in consideration of the covenants of the Contractor and Sureties, herein contained, hereby covenants and agrees, that upon the completion of said work by the Contractor, pursuant to the terms of this contract and according to the plans and specifications of said work on file in the office of the Department, and the true intent and meaning of this contract, the City will afford the Contractor first opportunity to renew the agreement, providing that the terms of said renewal are agreeable and satisfactory to both parties.

And it is hereby agreed that the Contractor shall not assign this contract, or any interest therein, nor sublet the said work, or any part thereof, without the consent in writing of the Department, first endorsed hereon; and that if the Contractor shall so assign or sublet, without such consent then the Department shall have the right in their discretion to rescind this contract and to declare the same null and void, or to re-let the said work to some other competent party; thereupon adjusting and determining the damages to the City arising thereby; and the Contractor shall be liable to the City for such damages as the Department shall so adjust and determine, which adjustment and determination hereof shall be final and conclusive on the parties thereto.

And the said Sureties, in consideration of the letting of this Contract to the Contractor, hereby guarantee and covenant and agree to and with the City, that the Contractor shall and will well and truly execute and perform this contract on his part, under the superintendence and to the satisfaction of said Department, and that they, the Sureties, will well and truly pay on demand to the City any and all damage and damages, and sums of money, which the Contractor shall be liable to pay to the City under this Contract or any clause or agreement therein.

AA-1

And the Contractor, and Sureties, in consideration of the premises, further covenant and agree, that they will well and truly save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses, including the claims of sub-contractors, laborers, and materialmen, which may in anywise come against said City in consequence of the granting of this contract to the Contractor, or which may in any wise result from the carelessness or neglect of the Contractor, or his agent, employees or workmen in any respect whatever, and that in case the Contractor shall fail to fully and completely Perform his contract within the time herein limited for the performance thereof, he and they shall and will pay to the City as liquidated damages for such default the sum of:

Not Applicable

Payment to be made out of and to be drawn on the following account number(s):

Not Applicable

to be issued to the Contractor by order of the Common Council of the City, upon the certificate of said Department.

"Contractor" as used in the contract, may mean "Contractors"; "Sureties" may mean "Surety". This contract shall bind the parties, their heirs, executors, administrators and successors, as the case may be.

And it is hereby agreed and declared. That this contract is made expressly subject to the powers given to said Department by Chapter 62 of the Wisconsin Statutes.

IN WITNESS WHEREOF, the Contractor and Sureties have hereto set their hands and seals, and the City has caused these presents to be Subscribed by the said Department and countersigned by its comptroller, the day and the year first above written.

"Provision has been made to pay the liability that will accrue under this contract."

Tina Rose MEMBER  
Contractor

February 16, 2015  
Date

Contractor  
Sure-Grow LLC  
Mr. Tim Kohlmann

City of Sheboygan by:

Michael Vandersteen 2/19/15  
Michael Vandersteen Mayor Date

Susan Richards 2/18/15  
Susan Richards City Clerk Date

STATE OF WISCONSIN } ss.  
COUNTY OF SHEBOYGAN,

Each of the undersigned swears that he is a resident of the City of Sheboygan, in said County, and a freeholder in the said city, and that he is worth the sum of \_\_\_\_\_ Dollars, over and above all his debts and liabilities, in property in said city liable to execution.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public, Sheboygan County, WI

Sure-Grow LLC  
Kohlmann Enterprises LLC

and Sureties  
with  
THE CITY OF SHEBOYGAN

Contract for

Transportation and Disposal of Dried  
Biosolids having a designation of Class A  
By the Wisconsin Dept. Of Natural  
Resources

AA-2

Examined and approved as to form and  
Execution this \_\_\_\_\_ day of \_\_\_\_\_

Stephen McLean, City Attorney

Note: The Charter of Sheboygan requires Sureties having property in the City of Sheboygan to the amount for which they justify. If a Surety Company bond is given, the Company should sign this Contract as Surety, and should attach copy of license and resolution showing authority of person or persons signing for the Company.

III

6.11

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION adopting the City of Sheboygan Comprehensive Outdoor, Recreation Plan.

WHEREAS, the City of Sheboygan, County of Sheboygan, State of Wisconsin, has requested the development of the City's Comprehensive Outdoor Recreation Plan, and

WHEREAS, the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 provides an assessment of the recreation facilities and needs in the City, and

WHEREAS, adoption of the plan is a requirement for the City of Sheboygan to become eligible, and remain eligible for five years, for certain recreation grant programs administered through the Wisconsin Department of Natural Resources and other state/federal agencies.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves and adopts the City of Sheboygan Comprehensive Outdoor Recreation Plan 2016-2020 as the approved outdoor recreation plan for the City of Sheboygan.

Pub. Wks,  
Bd. of Marina, Parks  
& Forestry,  
City Plan

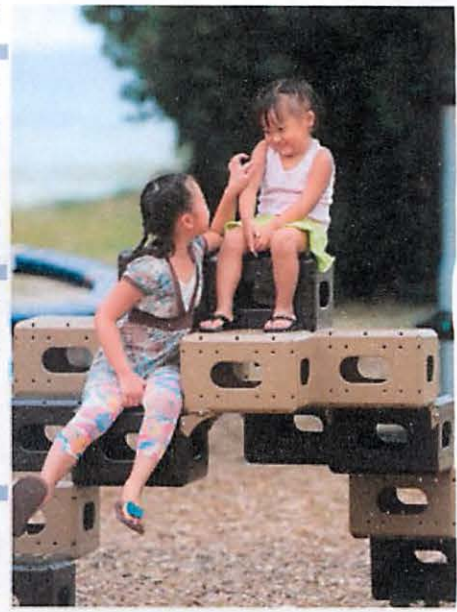
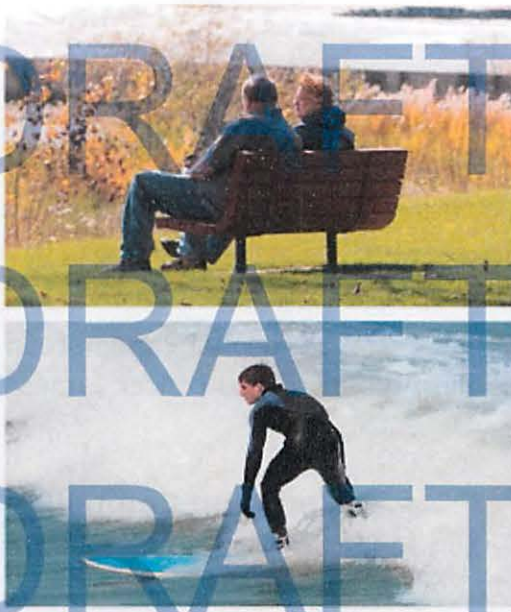
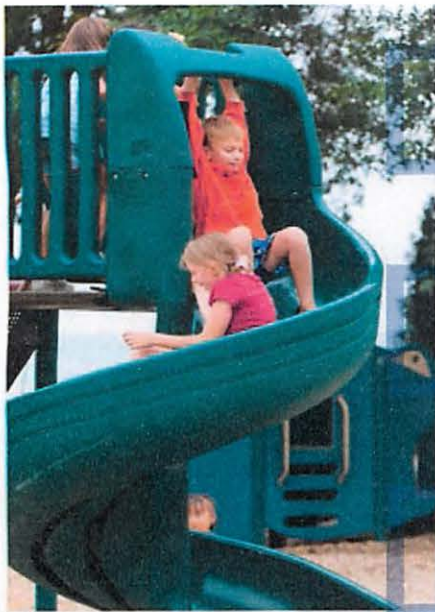
\_\_\_\_\_

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

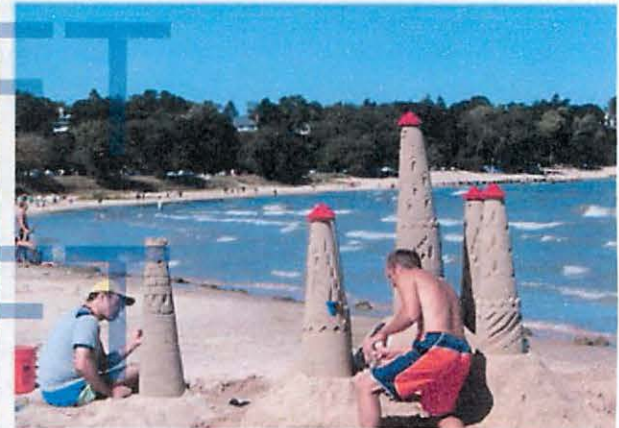
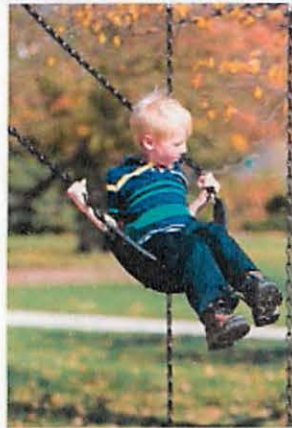
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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





City of Sheboygan  
Comprehensive Outdoor Recreation Plan  
2016-2020





# **CITY OF SHEBOYGAN**

## **COMPREHENSIVE OUTDOOR RECREATION PLAN**

Mayor Michael Vandersteen  
Chief Administrative Officer James Amodeo

### **Common Council**

Aldersperson John Belanger	Aldersperson Todd Wolf
Aldersperson Roman Draughon	Vacant
Alderspreson Rosemarie Trester	Aldersperson Mike Damrow
Aldersperson Billy Thiel	Aldersperson Julie Kath
Aldersperson Mark Hermann	Aldersperson Bryan Bitters
Aldersperson Don Hammond	Aldersperson Susan Lessard
Aldersperson Joseph Heidemann	Aldersperson Jim Bohren

### **Board of Marina, Park & Forestry Commissioners**

Aldersperson John Belanger	Gerald Jones
Jody Brooks	Charlie Conrardy
Dennis Wield	Marge Mattern
Michael Froh	Roger Lahm
Sarah Schwefel	Joe Kerlin
Chris Marx*	Sgt. Ryan Schmitt*
David Biebel*	

\*Non-voting members

### **Support Staff**

David Biebel –Director of Public Works  
Joe Kerlin –Superintendent of Parks & Forestry  
Brian Meulbroek –Parks Leadman  
Ryan Sazama –City Engineer  
Tom Horness –Senior Engineer Aide/ CAD Operator  
Chad Pelishek –Director of Planning & Development  
Janet M Duellman –Community Development Planner  
Wendy Gorges –Public Works Confidential Administrative Assistant  
John Koehler – Director of SASD Community Recreation Department  
Aaron Brault –Sheboygan County Director of Planning & Conservation  
Emily Vetting –Sheboygan County Associate Planner

# Table of Contents

## Section 1: Introduction

1.1 Purpose and Scope .....	1-1
1.2 Executive Summary .....	1-2
1.3 History of Sheboygan Parks .....	1-3
1.4 The Comprehensive Outdoor Recreation Plan Goals and Objectives .....	1-4
1.5 Community Recreation Department Goals and Objectives .....	1-5
1.6 Inventory of Existing Parks, Classification, and Descriptions .....	1-10

## Section 2: Community Profile

2.1 Physical Characteristics .....	2-1
2.2 Social Characteristics .....	2-4

## Section 3: Analysis of the Sheboygan Park and Open Space System

3.1 Introduction .....	3-1
3.2 Parkland Analysis .....	3-2
3.3 Review of Local, Regional and State Recreation Plans .....	3-8
3.4 Public Input .....	3-12

## Section 4: Recommendations

4.1 Individual Park Recommendations/ Capital Improvements .....	4-1
4.2 Recommendations for City Parks .....	4-25
4.3 Recommendations for Non-City Parks .....	4-29
4.4 Planned Future Park and Open Space Facilities .....	4-31
4.5 Current Recommendation on Greenways and Trails .....	4-32
4.6 Capital Improvement Plan for 2016 to 2020 .....	4-35
4.7 Policy Recommendations .....	4-38

## Section 5: Park Acquisition and Development Mechanisms

5.1 Ways to Increase Park Acreage .....	5-1
5.2 Parkland Dedication/ Fees in Lieu of and Impact Fees .....	5-3
5.3 Grant Information for Park Acquisition and Development .....	5-5

## **Appendix**

- A: Location Map
- B: Existing Parks System Map
- C: Sheboygan County Bike Plan –North Side
- D: Sheboygan County Bike Plan –South Side
- E: Sheboygan County Ped Plan –North Side
- F: Sheboygan County Ped Plan –South Side
- G: CORP Community Survey Results
- H: Wildwood Baseball –Project Phase and Design Map
- I: Butzen Property Map
- J: Willow Creek Preserve Map



## SECTION 1: INTRODUCTION

### 1.1 Purpose and Scope

Park and recreational planning has become an essential part of comprehensive community planning. Parks, recreation and leisure time facilities are provided by various public, quasi-public and private agencies and companies for use during people's leisure time. Emphasis on physical fitness and the need to find relief from the pace of life in urbanizing communities have underscored the need for expanded recreational facilities. As a community grows, parks function as the focal point for community aesthetics. They also serve as important habitats for urban wildlife and as laboratories for environmental and conservation education.

Recreational preferences may vary from individual to individual; however, recreation occupies a necessary and significant place in every person's life. It includes both mental and physical exercise, personal and interpersonal experience, and self-provided and socially observed entertainment. Recreation will be viewed in this report as including recreational activities conducted outdoors.

This report views outdoor park and recreation facilities as part of a system serving diverse functions for all members of the community. A park is not a single-use facility serving only limited groups in the community. Rather, it provides diverse outdoor recreational opportunities for all ages and all social groups. In viewing the parks as part of a system, issues such as access, neighborhood aesthetics and multiple uses of environmental resources are elements of park planning.

The primary purpose of the Outdoor Recreation Plan for the City of Sheboygan is to guide the preservation, acquisition, and development of land for park, recreation, and relation open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resources base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities.



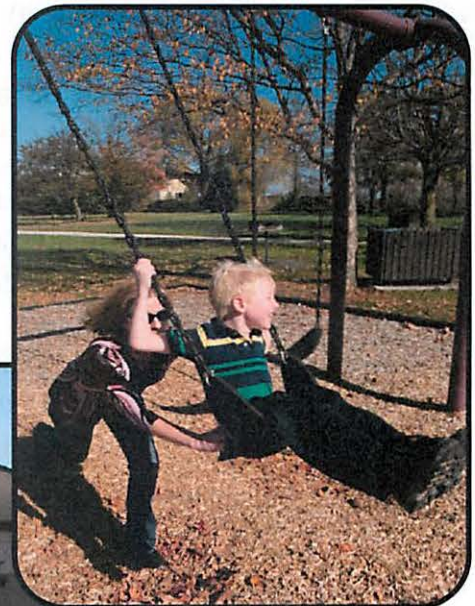
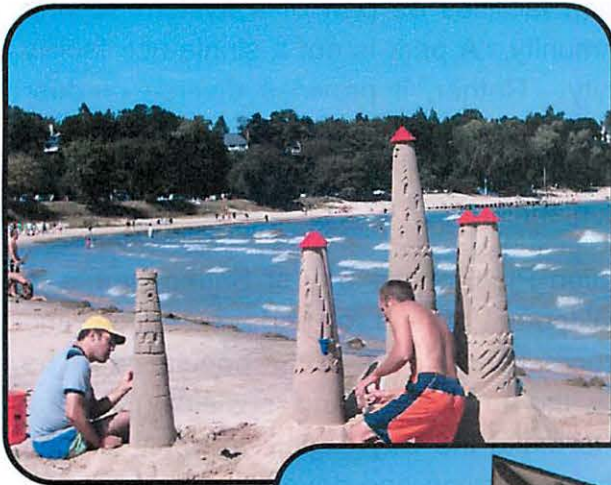


## 1.2 Executive Summary

The City of Sheboygan intends to continue its tradition of providing top-quality, outdoor recreational opportunities for its residents. As the City and neighboring areas continue to grow, the demand on existing programs, facilities and park areas are anticipated to grow proportionally. In addition, these growth pressures will create additional land use demands that could encroach upon isolated natural areas without adequate planning and preservation efforts.

In short, this plan emphasizes the following:

- Expansion, enhancement and development of existing parks, parks facilities and open spaces.
- Preservation and improved access to the rivers and lake shoreline of Sheboygan.
- Development and preservation of natural corridors and parkways.
- Continued development of City's system of trails and sidewalks to connect natural areas and recreational opportunities within the city.



### **1.3 History of Sheboygan Parks**

Excerpts from “*A Brief History of the Evolution of the City of Sheboygan Parks*” by Mary R. LeMahieu, City of Sheboygan, Planning & Development Commission

Over the years, the City of Sheboygan has developed and reputation for being a city of family oriented, community-minded people. This is clearly reflected in the evolution of Sheboygan's park from as early as 1836 when the Original Plat of Sheboygan was drawn and two parcels of land were set aside as public squares. Over the years, as the population and the area size of the City expanded, so too did the number of parks and publicly-owned lands to the city-wide system of parks which exists today.

The two public squares of the Original Plat are known today as Fountain Park and Sheridan Park. Overtime, individual citizens contributed money toward this pursuit, and in 1912, A.D. Deland and Mary Deland, his wife, donated 12 city lots of lakefront lands to be used for public park purposes. Thus, Sheboygan realized the tangible beginnings of Deland Park.

Other donations of lands for public park purposes included the land for End Park by George End and Anna Marie End, his wife, in 1899 and 1904; the land for Cole Park (originally known as Children's Park) by George C. Cole and Anna M. Cole, his wife, in 1908; the land for Vollrath Park by the heirs of the late Jacob J. Vollrath (founder of the Vollrath Company) and Elizabeth Vollrath, his wife, donated in 1917.

More recent contributions of land to the city of public park purposes by individual citizens include the 1969 donation of land for Charles Voight Park, the 1969 donation of land and funding for the development of Grace Park, the 1974 donation of land and buildings of the Elwood H. May property, and the 1979 donation of the land for the Creekside Conservancy Area. Also in 2006 and 2007, land additions were gifted to expand the Maywood program via building additions and land. Art and Carol Butzen's farm was donated by Carol in 2014 for use of a park.

Some of the parks which have been developed or upgraded by community service organizations with family and community battlement in mind are Kiwanis Park, for which the initial donation of land was made to the city in 1924 by the Kiwanis Club; Indian Mound Park, the preservation of which was made possible largely through the efforts of Sheboygan Area Garden Clubs; sponsored by the Town and Country Garden Club and presented to the City in 1960; Jaycee Park (the Old Sheboygan Quarry Property) which was upgraded and redeveloped by the Sheboygan Jaycees during the 1960s and 1970s; Fountain Park, with its Bicentennial Fountain for which funds have been raised by a number of community service organizations; the Wildwood Recreation Area also known as Wildwood Athletic Park.

Local service organizations continue to play an active role in the acquisition and development of the park system. IN 1987, the Sheboygan Rotary Club was instrumental in the development of Rotary Park along the Riverfront and the Optimist Clubs of Sheboygan purchased land on the south side for Optimist Park.

In the 1990's, land was acquired along the riverfront north of Pennsylvania Bridge and some was set aside for the present Workers Water Street Park and the future park development.

The complete report of the "Historical Development of City of Sheboygan Parks", August 1980, contains a brief history of each Sheboygan park site and is on file in the City of Sheboygan Planning Department.

Since 1932, when the Community Recreation Department (formerly known as the Department of Public Recreation) was officially placed under the jurisdiction of the Board of Education, the department has provided residents of all ages with programs and facilities that help meet the leisure time needs of the community.

Guided by the Board of Education Statement of Purpose, which in part states that "the district should provide activities for leisure and lifelong learning", the Recreation Department strives to provide individuals with opportunities to continue to seek wholesome recreation experiences throughout their lives.

Every attempt is made to provide people of all interests with some form of recreational activity, whether that activity is sponsored independently by the Community Recreation Department or through one of the many cosponsored or affiliated groups that make use of school facilities. The cooperative approach to programming goes a long way in meeting the community needs.

The Community Recreation Department maintains all soccer, baseball, and softball facilities on school property, and marks the football and soccer fields for the recreation programs in the city parks. In cooperation with the school administration, maintenance staff and Park Department staff both indoor and outdoor facilities are prepared and available to all residents.

Citizen's use of school facilities is a reality in Sheboygan. Through the combination of school and park facilities, a maximum utilization of community resources is gained for the benefit of the entire community.

## **1.4 The Comprehensive Outdoor Recreation Plan Goals and Objectives**

The initial task in preparing any type of planning document includes the formulation of a series of goals and objectives that outline the City's intent throughout the planning process. These goals and objectives will serve as a guide for the City to follow in providing a desirable community-wide park and recreation system.

### **Definitions:**

**Mission Statement:** The overall purpose of the park system and reason for the recreation provision.

**Goal:** A broad statement of direction and purpose. A goal should be based on the stated needs of the community. A goal should be long-range and timeless as well as idealistic.

**Objective:** Defined as a quantifiable aim within a limited time frame. Objectives should be derived from state goals, quantifiable, specific and within a limited time frame.

A goal provides the City with its long-term destination; objectives act as mile markers along the way. All recommendations listed in the plan are specifically designed to address the goals and objectives listed here.

### **Example of a Goal and Objective:**

**Goal:** Ensure open space and recreation activities and programs are designed to meet the special needs of all residents.

**Objective:** Convert all existing restrooms in the parks to accessible restrooms by the year 2020.

***City of Sheboygan Park and Forestry Department Mission Statement:*** The city of Sheboygan Parks and Forestry Division's mission is to provide the City of Sheboygan with quality of life enhanced by providing parks, open space and recreational facilities for all age groups and interests.

### **City of Sheboygan Park and Forestry Goals and Objectives**

**Goal:** Maintain an adequate amount of active and passive recreational lands to meet current and future recreational needs.

**Objectives:**

- Acquire additional lands for active and passive recreational use based on current demands, demands created by increasing populations and environmental significance of the land.
- Continue to acquire land to provide trails and greenway connections throughout Sheboygan.
- Acquire 10.5 acres of land suitable for active recreation for every 1,000 residents.
- Acquire lands suitable for park and recreation use by explicitly stating acceptable characteristics of land in the parkland dedication ordinance.

**Goal:** Ensure that open space, recreation facilities and programs are designed to meet the special needs of all residents.

**Objectives:**

- Provide for barrier-free access in all new park facility construction and play areas.
- Achieve compliance with accessibility requirements in existing facilities by 2020.
- Encourage participation of senior and disabled citizens at park and recreational meetings and in recreational programs.
- Comply with the Americans with Disabilities Act as it applies to communication between the Parks and Recreation Department and the public.

**Goal:** Coordinate subdivision review with all departments responsible for providing or maintaining adequate park facilities.

**Objectives:**

- Consult and incorporate the needs identified in the Comprehensive Park, Recreation and Open Space Master Plan before subdivision plats are approved.
- Evaluate land dedicated for parks to differentiate between land appropriate for active park use, land appropriate for open space only, and land requiring protection from development. Land requiring protection from development should be protected via the zoning ordinance.
- Continually evaluate and update the subdivision ordinance so that it adequately addresses the recreational needs of City residents.

**Goal:** Coordinate development efforts and the use and maintenance of recreational facilities between the City of Sheboygan, the City of Sheboygan School District, and appropriate recreation associations.

**Objectives:**

- Continue cooperative City/School/Sport Association development projects to help improve and expand recreational opportunities throughout the community in a cost-effective manner.
- Develop formal use/revenue/maintenance agreements between the City, school district, and public recreation associations to help operate and maintain public recreation facilities in the City.

**Goal:** Stress the benefits of larger neighborhood and community parks that provide a wide range of facilities over the development of small playground and tot-lot facilities.

**Objectives:**

- Analyze the location, size and function of existing and proposed parks as annexations, residential development or land use changes occur.
- Use park service area criteria to help determine the location of future park sites.

**Goal:** Provide residents with safe and reliable recreation equipment throughout the City park system.

**Objectives:**

- Continue funding the replacement of old and deteriorating recreation equipment at all City parks.
- Continually monitor and maintain existing park equipment to ensure its longevity and safety.

**Goal:** Use all available resources to further enhance the quality of the City's park system.

**Objectives:**

- Continually pursue state and federal funding programs, which can aid in the purchase and/or development of desired park system improvements.
- Nurture the existing positive relationships with public and private organizations for donations and volunteer help to aid in park system development.
- Update the City's Comprehensive Outdoor Recreation Plan every 5 years to maintain grant eligibility.



- Pursue the development of revenue generating recreational facilities and activities, which can aid in the development of new facilities and/or the maintenance of existing facilities.

**Goal:** Recognize the importance of an adequate park budget, which can financially address existing park hazards and allow for future parkland acquisition and facility development.

**Objectives:**

- Use the Comprehensive Outdoor Recreation Plan's Capital Improvements Program as a guide to establish yearly park budgets.
- Invest funds for the development of facilities that will maximize existing park and recreation areas and provide exciting recreational programs, with the intention of increasing park use.

**Goal:** Recognize that the public lands owned and managed by the City present an opportunity for the City to practice good environmental management and demonstrate sustainable land management practices. Of particular importance is the management of river and lakefront resources.

**Objectives:**

- Maintain Sheboygan's status as a TREE CITY USA.
- Follow the City's tree and EAB Management Plan to provide a healthy urban forest.
- Focus maintenance efforts on invasive species such as phragmites (Common Reed Grass).
- Work with Public Works to have the parks serve as storm water management tools while not compromising the recreational opportunities offered by the parks.
- Practice excellent erosion prevention along the river and lake shorelines to protect the park land and serve as demonstrations for other shoreland owners.





## **1.5 Community Recreation Department Goals and Objective**

The Sheboygan Area School District, with other community agencies, shares in the responsibility of promoting and developing the general physical, mental, and emotional well-being of the citizenry and in the responsibility for the formation of community attitudes towards leisure time activities.

To this end of Sheboygan Area School District has created the Community Recreation Department whose purpose is to serve as a catalyst in the development, initiation, coordination and the support for a variety of leisure time activities and facilities for residents of all ages. To fulfill this purpose the Community Recreation Department established the following goals:

### **Mission Statement**

In the interest of lifelong enrichment, the Sheboygan Area School District Community Recreation Department serves and supports the community through development, initiation, coordination, and support of a variety of recreational activities and facilities for people of all ages.

### **Vision Statement**

Celebrating the past, embracing the present, and planning for the future through diversity and excellence.

### **Goals**

- Address expanding programs by determining who is supposed to offer what programs and services with special attention to staffing challenges and funding.
- Improve cooperation between SASD and CRD in scheduling, coordinating, supervising and maintaining facilities.
- Seek financial support using non-tax-based revenue sources.
- Continue program and departmental marketing efforts with special attention given to improving internal and external public relations and education regarding the role of the department.
- In cooperation with the SASD and City of Sheboygan Park Department, implement green space and facility expansion recommendations as outlined by previous SASD, CRD, and City of Sheboygan plans with emphasis on provisions for facility maintenance.
- Adjust current programs and develop new programs to meet the future needs of the public.
- Develop and implement a department-wide equipment replacement plan and budget (including the fitness facilities).

## **1.6 Inventory of Existing Parks, Classifications and Descriptions**

### **Neighborhood Parks:**

- **Charles Voight Park** 2.86 acres  
This park is located in the north central corner of Sheboygan and offers a small playground.
- **Cleveland Park** 4.41 acres  
This park is located on the north side of Sheboygan and has new playground equipment, a new rentable shelter building, restroom, basketball courts, and open space.
- **Cole Park** 2.5 acres  
This park has playground equipment, a paved trail with lights through the park, open space and a small non-rentable shelter.
- **End Park** 3.47 acres  
This park has a rentable park shelter, restroom, playground equipment, open space and a splash pad.
- **Franklin Park** 1.4 acres  
This small park is located on the south side of Sheboygan and offers playground equipment, basketball hoop and open space.
- **Grace Park** 1.13 acres  
This small park is located on the northwest side of Sheboygan and offers playground equipment.
- **General King Park** 6.5 acres  
This lakefront park is located on the shores of Lake Michigan. It offers a beach, playground equipment, an enclosed rentable shelter, restroom, and picnic area.
- **Moose Park** 3.9 acres  
This long narrow park stretches between Indiana Avenue on the north and Georgia Avenue on the south. It has tennis courts, playground equipment, and open space.
- **Northeast Park** 12.0 acres  
This lake shore park has trees, open space, soccer goals and park benches as well as access to the lake front.
- **Optimist Park** 5.0 acres  
This park is located north of Carmen Ave and west of South 18<sup>th</sup> Street. There is a rentable shelter, restrooms, playground equipment, and a youth baseball and soccer field.
- **Riverside** 5.67 acres  
This park is on the east side of the river on N. Water St. It offers a Riverwalk, half basketball court, benches, sand volleyball court, and playground equipment.
- **Roosevelt Park** 9.47 acres  
Roosevelt Park has a rentable enclosed shelter, restroom, playground equipment, basketball court, tennis courts and two softball fields.
- **Sheridan Park** 2.62 acres  
This midtown park has playground equipment, rentable shelter, splash pad, restrooms, and park lights.

- **Veteran's Park** 7.45 acres  
This park offers a rentable shelter, restroom, playground equipment, tennis courts, basketball hoop, two softball fields and open space.
- **Worker's Water Street Park** 2.81 acres  
Worker's Water Street Park is located along the Sheboygan River on Water Street. On hot days, families with young children enjoy the splash pad and cool off. The Urban Bike Trail also passes through the park. In addition, restroom facilities, picnic tables and play equipment are available.



Franklin Park



End Park

#### Community Parks:

- **Deland Park** 23.21 acres  
Centrally located on the shores of Lake Michigan; Deland Park is in the heart of the Harbor Centre district. The park includes picnic area, playgrounds, tennis courts, a pier and beach; festival grounds and parking. The marina includes boat storage and launches. The Lakefront Trail can be accessed from here.  
  
Deland also offers three shelters that can be rented by the public for private events. Two are enclosed shelters known as Deland Community Center (901 Broughton Dr) and the Deland Home (1107 N. 4<sup>th</sup> Street) and the third one is known as Richardson Shelter which is an open shelter.
- **Evergreen Park** 98.2 acres  
Evergreen Park gets its distinct character from the many acres of white pine trees towering over 100 feet tall. The tree canopy and cool shade make this a perfect location for a picnic. Playgrounds equipment, open space, picnic areas, five rentable shelters with restrooms also add to the appeal of Evergreen Park. Mountain bike, hiking, and lighted cross-country ski trails traverse the park and connect with the area trails at Maywood, Jaycee and Pigeon River Corridor.  
  
Evergreen Park is also home to Making Spirits Bright, Sheboygan's Christmas lights show.
- **Jaycee Quarry Park** 38.29 acres  
Located on Sheboygan's northwest side, Jaycee (Quarry) Park is home to a spring-fed swimming area on the site of a former limestone quarry. In the summer, the Quarry Beach Adventure Park offers outdoor waterpark activities for families. In addition, the park provides picnic areas including a shelter, playground equipment, 18 hole disc golf course, hiking trails, and fishing opportunities.

Jaycees also offers the Quarryview Center, which can be rented from September 1 to May 31 of each year.



- Kiwanis Park** 30.5 acres  
 Home to Sheboygan's Brat Day and other summer festivals. The park offers fishing, one baseball diamond and two softball fields, playground equipment, basketball court, archery range, picnic areas, two rentable open shelters (Area 8) and an enclosed rentable shelter along with restrooms.
- Lakeview Park** 18.6 acres  
 This lakeside park offers playground equipment, beach dog run, a rentable shelter and restrooms with a view of Lake Michigan.
- Vollrath Park** 16.13 acres  
 This lakeside park has a rentable shelter and restrooms, playground equipment, basketball court, tennis courts, Wisconsin's oldest disc-golf course and picnic area. Vollrath Bowl is the location of the annual joint commencement ceremonies for North and South High Schools.



Kiwanis Park



Deland Park

#### Conservancy Parks:

- Arrowhead Park** 1.0 acre  
 This one acre parcel is densely wooded and it has no park facilities. It is located off of end of Rammer Circle just north of Horace Mann Middle School.
- Bur Oak** 35.0 acres  
 This wooded park is located west of Maywood with a conservation easement through Glacial Lakes Conservancy. The Park will be governed by Maywood and used mainly for outdoor education.
- Creekside Park** 7.47 acres  
 This is a conservancy park made up mostly of wet/low areas.
- Manor Heights** 11.6 acres  
 Situated on the north bank of Pigeon River, Manor Heights is an unimproved conservancy area.
- Elwood H May Environmental Park (Maywood)** 139.75 acres  
 This conservancy park is made up of forest, ponds, an arboretum, wetlands, prairie, river way, Maywood Environmental Center, and three nature trails (woodlands, wetlands, and prairie). The trails function as cross-country ski trails in the winter.

- **Julson Park** 2.15 acres  
This small park is located on the north shore of the Sheboygan River. It has a picnic table and is mostly maintained by the manufacturing plant located adjacent to the park.



Maywood Environmental Park



Manor Heights

#### Special Use Parks:

- **Butzen Property** 56.79 acres  
This property was owned by Art and Carol Butzen and was donated to the City of Sheboygan in 2014. The plans for this park include: youth soccer fields, football fields, walking paths, shelters, concession areas, and playground equipment.
- **Fountain Park** 2.62 acres  
This downtown park hosts the farmer's market and concerts throughout the summer. It also contains war memorials and a bi-centennial water fountain that offer an historical perspective.
- **Indian Mound Park** 15.48 acres  
This park is home to 18 animal and free-form effigy burial mounds. Builders were nomadic Native Americans living between 500 and 1000 AD. A walking path complete with self-guided tours provides easy viewing. The park also has a boardwalk nature trail through the wetlands that demonstrates foliage of northern hardwood province.
- **North Point** 20.8 acres  
This long linear park encompasses the lake shore from Lincoln Avenue to the north end of Deland Park. It offers views of the lake, benches and walking opportunities.
- **North Point Overlook** 2.0 acres  
This park overlooks Lake Michigan and is connected to North Point by shared use pathways.
- **Rotary Riverview** 2.0 acres  
This park fronts the river on the north side lying just south of Pennsylvania Avenue. It offers a Riverwalk, picnic area, a small shelter, restrooms, and views of the river and harbor.
- **Southshore Park** 4.0 acres  
This lake shore park extends from High Avenue on the north to Ashland Avenue on the south and offers swimming, walking, sun bathing and is a popular area for kitesurfing.



- **Wildwood Athletic Complex** 12.06 acres

This softball complex has 3 softball fields and hosts all the Sheboygan softball league play. The park has numerous support facilities such as concession stands, restrooms, shelters, playground equipment and picnic tables.

- **Wildwood Baseball** 5.2 acres

The baseball diamond is located across New Jersey Avenue from the softball park and has its own concession stand and restrooms. This is the home of the Sheboygan A's baseball team.



Fountain Park



Southshore Park

Table 1.1: Sheboygan Park System Existing Facilities

Designation	Acreage	Facility	Undeveloped	Passive Areas							Trails			Informal Active Games					Hard Surfaced Courts			Seasonal					Other			
				Beach/Riverfront	Disc Golf	Play Equipment	Picnic Shelter (For Rent)	Picnic Area	Open Space	Enclosed Park Shelter	Biking/walking	Hiking Trails	Mountain Biking Trails	Soccer	Softball	Baseball	Football	Sand Volleyball	Basketball	Tennis	Skateboard Area	Swimming	Splash Pad	X-Country ski/snowshoe	Fishing Area	Boat Access	Dog Friendly	Restrooms	Porta Potties	Parking Areas
NP	4.41	Cleveland				X	X	X	X								X										X			
NP	2.5	Cole				X		X	X																		X			
NP	3.47	End				X	X	X	X											X						X				
NP	1.4	Franklin				X		X	X								X													
NP	1.13	Grace				X		X	X																					
NP	6.5	King		X		X		X	X	X						X				X						X				
NP	3.9	Moose				X		X	X								X	X										X		
NP	12	Northeast		X					X				X																	
NP	5	Optimist				X	X	X	X				X													X				
NP	5.67	Riverside		X		X		X	X							X	X													
NP	9.47	Roosevelt				X		X	X	X				X	X		X	X								X				
NP	2.62	Sheridan				X	X	X									X										X			
NP	7.45	Veteran's				X	X	X	X					X	X		X	X								X		X		
NP	2.86	Voight				X		X	X																					
SP	2.81	Workers' Water Street		X		X		X	X		X										X		X			X				
CP	23.21	Deland		X		X	X	X	X	X	X					X		X		X			X	X		X		X		
CP	98.02	Evergreen		X		X	X	X	X		X	X	X	X								X	X			X		X		
CP	38.29	Jaycee Quarry		X	X	X		X		X	X	X	X							X		X	X				X	X		
CP	30.5	Kiwanis		X		X	X	X	X	X	X			X	X	X		X					X			X		X		
CP	18.6	Lake View		X		X	X	X	X											X			X		X	X		X		
CP	9	South Pier		X				X			X									X			X			X		X		
CP	16.13	Vollrath		X	X	X	X	X	X		X						X	X								X				
CONS	1	Arrowhead	X																											
CONS	7.47	Creekside	X																											
CONS	2.15	Julson		X																			X							
CONS	11.6	Manor Heights	X																											
CONS	153.09	Maywood									X											X	X			X	X			
CONS	113.25	Pigeon River Parkway		X							X	X													X			X		
SP	0.58	8th Street Boat Landing		X							X												X	X				X		
SP	56.79	Butzen	X																											
SP	3.8	Camelot Dog Run							X																	X				
SP	14.99	Dog Park																							X		X			
SP	2.62	Fountain						X																		X				
SP	15.48	Indian Mound										X																X		
SP	20.8	North Point		X				X	X		X																	X		
SP	2	North Point Overlook		X				X			X																			
SP	2	Rotary Riverview		X				X	X											X						X				
SP	4	Southshore		X																X										
SP	12.06	Wildwood Athletic				X							X													X		X		
SP	5.2	Wildwood Baseball						X							X											X		X		

NP: Neighborhood Park  
 CP: Community Park  
 SP: Special Use Park  
 CONS: Conservancy Area



Table 1.2 Sheboygan Area School District Facilities

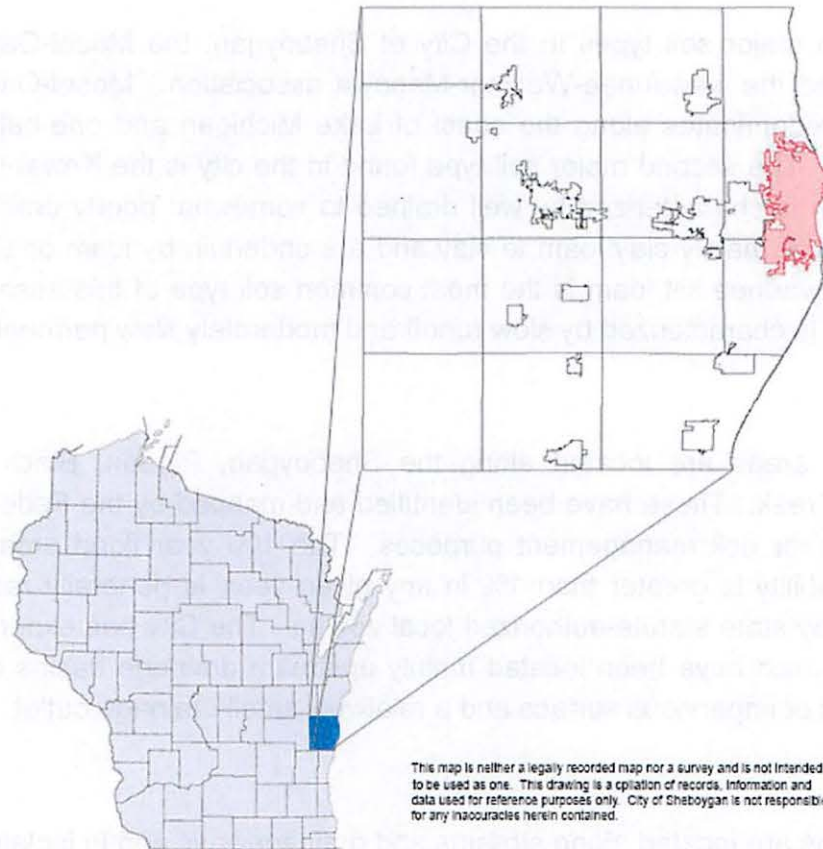
Facility	Play Equipment	Soccer	Sandlot backstop	Softball	Baseball	Softball/baseball	Football	Sand Volleyball	Basketball	Tennis	Restrooms	Drinking Water	Parking Areas	Picnic Area
Cleveland Elementary	1	1							X		X		X	
Cooper Elementary	1	2				1			X		X		X	
Early Learning Center	1										X		X	
Grant Elementary	1	1	1						X		X		X	
Jackson Elementary	1	1	1						X		X		X	
Jefferson Elementary	1								X		X		X	
Lincoln Erdman Elementary	1	1	1						X		X		X	
Longfellow Elementary	1					1			X		X		X	
James Madison Elementary	1		1						X		X		X	
Pigeon River Elementary/PRRC	1	3	1						X		X		X	
Sheridan Elementary	1								X		X		X	
Washington Elementary	1	1				2			X		X		X	
Wilson Elementary	1	3				2			X		X		X	
Farnsworth Middle School						1			X		X		X	
Horace Mann Athletic Complex		9	1		2	1		2	X	3	X	X	X	X
Urban Middle School			1						X				X	
North High School			1	2			3			8	X		X	
South High School			1	1	1		3			9	X		X	
Field of Dreams	1	7			2	1					X	X	X	
Kuehne Court	1					1			X	2	X		X	



## SECTION 2: COMMUNITY PROFILE

### 2.1 Physical Characteristics

The City of Sheboygan is located in the east-central portion of Sheboygan County, on the shore of Lake Michigan, approximately 52 miles north of Milwaukee and 62 mile southeast of Green Bay. The City covers about 14 square miles and 8 miles of Lake Michigan Shoreline.



This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a creation of records, information and data used for reference purposes only. City of Sheboygan is not responsible for any inaccuracies herein contained.

### Landscape and Topography

The area generally rises slowly from east to west, from 580 feet above sea level along the coastline of Lake Michigan, to just over 700 feet above sea level in western portions of the City. The topography is predominantly level to gently sloping (slopes less than 6%), with only isolated areas of steeper slopes. The City's geology is marked by glacial deposits underlain by Niagara dolomite limestone. The most dramatic topography is associated with waterways and the Lake Michigan shoreline bluffs.

### Waterways

The Sheboygan River (central), Pigeon River (north), Black River (far south) and Fisherman's Creek (south) are the primary streams within the City and compose a valuable part of the city's natural resource base. All mentioned river meanders through the City of Sheboygan before draining into Lake Michigan which forms the eastern boundary of the City.

### Soils

There are two major soil types in the City of Sheboygan: the Mosel-Oakville-Hebron association and the Kewaunee-Waymor-Manawa association. Mosel-Oakville-Hebron association predominates along the coast of Lake Michigan and one-half mile to two miles inland. The second major soil type found in the city is the Kewaunee-Waymor-Manawa which is characterized by well drained to somewhat poorly drained soils that have a subsoil of mainly clay loam to clay and are underlain by loam or silty clay loam glacial till. Kewaunee silt loam is the most common soil type of this association in the City. This soil is characterized by slow runoff and moderately slow permeability.

### Floodplains

Flood hazard areas are located along the Sheboygan, Pigeon, Black Rivers, and Fisherman's Creek. These have been identified and mapped by the Federal Insurance Administration for risk management purposes. The 100 year flood areas, where the flooding probability is greater than 1% in any given year, is generally restricted to no development by state statute-authorized local zoning. The City has experienced major flood events which have been located mainly upstream drainage basins characterized by a high level of impervious surface and a relatively small drainage outlet.

### Wetlands

Wetlands areas are located along streams and drainageways and in isolated low spots. These wetlands have been identified and mapped by the Army Corps of Engineers and the Wisconsin Department of Natural Resources. These areas are important for aquifer recharge, groundwater and surface water quality improvement, and wildlife habitat. Most wetlands within the City are located along the Sheboygan River, Pigeon River, and Black River corridors.

### Environmental Corridors

Environmental Corridors are continuous systems of open space that include environmentally sensitive lands, floodplain, wetlands, natural resources requiring protection from disturbance and development, and land specifically designated for open

space or recreational use. Within the City, environmental corridors are primarily located adjacent to the Sheboygan and Pigeon Rivers, traversing east-west through the City.

## 2.2 Social Characteristics

This section will provide information in regards to the population trends along with race, age, households, and commuting habits. The 2010 Census showed that there were 49,288 people, 20,308 households, and 12,219 families residing in the city. All the data compiled in this section was from the following websites unless otherwise noted:

US Census Bureau, 2010 Census of Population and Housing:

[http://factfinder.census.gov/faces/nav/jsf/pages/community\\_facts.xhtml](http://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml) OR

US Census Bureau, American Fact Finder 2010-2014 5-year Estimates

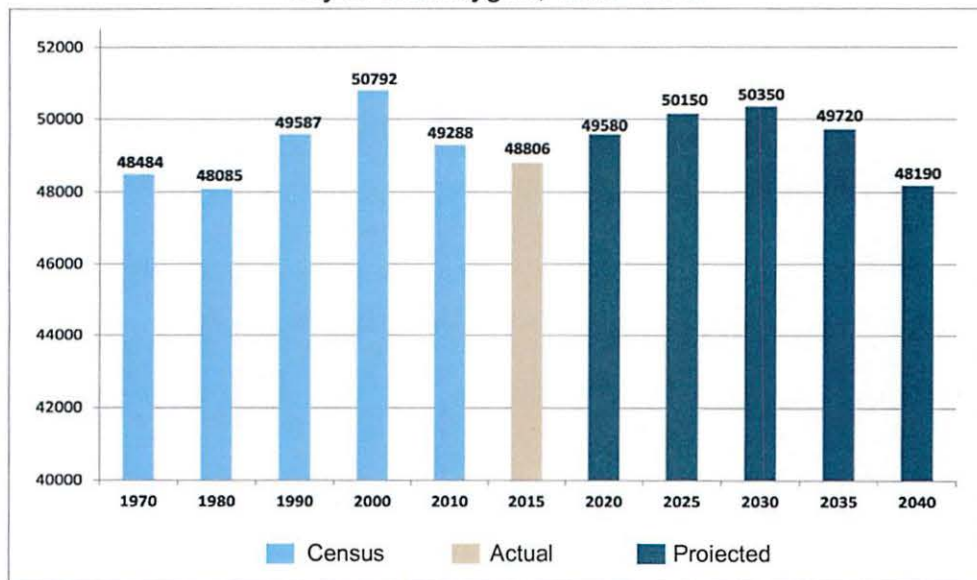
<http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

### Population Trends

The City of Sheboygan's population has fluctuated over past 50 years as shown in the table below. After a several decades (1980-2000) of an increase, the population has declined and the future projections mimic that same pattern as the past of an increase in population than a decrease in population. This may be due to Sheboygan's manufacturing job and how the market dictates the needs for these jobs.

**Table 2.1: Historic and Projected Total Population**

City of Sheboygan, 1970 -2040



<http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/projections>

<http://doa.wi.gov/divisions/intergovernmental-relations/demographic-services-center/estimates>

### Race

The racial makeup of Sheboygan's can be seen in table below.



**Table 2.2: Racial Makeup**

City of Sheboygan, 2010

Race	Count	Percentages
Non-Hispanic or Latino		
White alone	38,108	77.3
Black or African American alone	832	1.7
American Indian and Alaska Native alone	209	0.4
Asian alone	4,412	9
Native Hawaiian and Other Pacific Islander alone	6	0
Some other race alone	31	0.1
Two or More Races	824	1.7
Hispanic or Latino		
Mexican	4,111	8.3
Puerto Rican	220	0.4
Cuban	38	0.1
Other Hispanic or Latino	497	1
Total Population (2010)	49,288	100%

**Age Distribution**

Of the 49,288 people in Sheboygan, 13,712 (27.8%) are under the age of 19. The age group between 5 and 19 which is 20.3% (10,021) of the population and is often considered the active recreation years including youth organized sports such as soccer, baseball, and football.

Those ages 25 to 44 account for 33.4% of the city's population, while individuals ages 45 to 64 comprise of 24.8% and over 65 is 13.9% of the population. For individuals between the ages of 25 -64, improved health and fitness has become a trend meaning they are more willing to travel and participate in a diverse range of recreational activities. The City of Sheboygan median age is 36.2 years and the gender makeup is 49.5% male and 50.5% female.

**Table 2.3: Age and Sex Distribution**

City of Sheboygan, 2010

Age	Total	%	Male	Female
under 5	3691	7.5%	1858	1833
5 -9	3369	6.8%	1763	1606
10 -14	3304	6.7%	1694	1610
15 -19	3348	6.8%	1710	1638
20 -24	3061	6.2%	1529	1532
25 -34	7139	14.5%	3641	3498
35 -44	6281	12.7%	3305	2976
45 -54	6924	14.0%	3546	3378
55 -59	2925	5.9%	1420	1505
60 -64	2373	4.8%	1158	1215
65 -74	3160	6.4%	1400	1760
75 & over	3713	7.5%	1390	2323

### Household Breakdown

There were 20,308 households of which 30.7% had children under the age of 18 living with them, 43.4% were married couples living together, 11.7% had a female householder with no husband present, 5.1% had a male householder with no wife present, and 39.8% were non-families. Of all households 33.4% were made up of individuals alone and 12.1% had someone living alone who was 65 years of age or older. The average household size was 2.38 and the average family size was 3.06.

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, the median household income in the city was \$43,107 and about 11.2% of families and 14.8% of the population were below the poverty line, including 23.5% of those under age 18 and 7.3% of those 65 years of age or older.

### Commuting to Work

According to the US Census Bureau 2010-2014 American Community Survey 5-Year Estimates, there were 23,755 workers 16 years of age or older with a mean travel time to work of 16.7 minutes. Below is a table that breaks down how they commuted to work.

**Table 2.4: Commuting to Work**  
City of Sheboygan, 2010-2014

	<b>Workers</b>	<b>%</b>
Car, Truck, or Van -alone	19,935	83.9%
Car, Truck, or Van -carpooled	2,254	9.5%
Public Transportation (excluding taxicab)	198	0.8%
Walked	573	2.4%
Other means	373	1.6%
Worked at home	422	1.8%
<b>Total</b>	<b>23,755</b>	<b>100.0%</b>

## **SECTION 3: ANALYSIS OF THE SHEBOYGAN PARK AND OPEN SPACE SYSTEM**

### **3.1 Introduction**

The number and type of parks and recreation facilities needed within a community are dependent on the demands of the local residents. Identifying the recreational needs and wants of community residents provides the justification for funding the acquisition and development of new facilities as well as the maintenance of existing recreational facilities. Below are the generally accepted methods of determining recreation needs:

- A classification of existing parkland and a comparison to national acreage standards
- Comparison to regional quantitative studies –the Statewide Comprehensive Outdoor Recreation Plan and the Sheboygan County Comprehensive Outdoor Recreation Plan
- Soliciting public input and discerning local recreational facility needs.

It is important to use all of the above mentioned methods in determining the need for additional parks and/or recreational facilities in the City of Sheboygan. Each method focuses on one specific element of providing suitable parks and open space and types of facilities. Taken individually, they do not provide an accurate representation of community-wide recreation needs. However, used as a group, recreation needs and wants can be aggregated and identified and additional parks and recreation facilities can be justified.

### 3.2 Parkland Analysis

A parkland classification system is a useful tool to determine if an existing park system serves the needs of a community. Total acreage alone does not guarantee that the community's park needs are being met. A community should have a number of different types of parks to serve the various needs of the residents.

#### ***Mini-Park/Pocket Park***

General Description: These parks offer specialized facilities that serve a centralized or concentrated or specific group such as young children or senior citizens.

Service Area: Less than ¼ mile in residential areas

Desirable Size: 1 acre or less

Areas per 1,000 Population: .25 to .5 acres

Basic Facilities and Activities:

- Playground equipment and structures for preschool and elementary school age children
- Conversation and sitting areas arranged to permit easy surveillance by parents
- Landscaped areas that provide buffering and shade
- Lighting for security at night
- Parking not typically provided

Desirable Site Characteristics:

- Suited for intense development
- Easily accessible to the neighborhood population
- Centrally located in close proximity to residential development
- Accessible by walking or biking
- Well buffered by open space and/or landscape plantings and in some cases, separated from roadways by physical barriers, such as fences

City of Sheboygan Mini-Parks/ Pocket Parks:

<b>Mini-Parks/Pocket Parks Total Acreage:</b>	<b>0.00</b>
<b>Recommended NRPA Acres:</b>	<b>12.20 -24.40</b>

#### ***Neighborhood Park***

General Description: These parks are designed specifically to accommodate residents living within the immediate surrounding area. They are often characterized



by active recreational facilities such as baseball and soccer fields, but should also incorporate some passive recreational areas for picnicking and nature study.

Service Area: ¼ to ½ mile radius uninterrupted by non-local roads and/or other physical barriers

Desirable Size: 5 acres minimum; 15+ acres is optimal

Acres per 1,000 Population: 1.0 to 2.0 acres

Basic Facilities and Activities:

- Active recreational facilities such as playfields, tennis courts, basketball courts, playgrounds, ice-skating rinks
- Passive recreational facilities such as picnic/ sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Lighting for security at night
- Adequate on-street and off-street parking
- Not intended to be used for activities that result in overuse, noise, and increase traffic with the exception of limited use by youth teams

Desirable Site Characteristics:

- Easily accessible to the neighborhood population
- Accessible by walking or biking

City of Sheboygan Neighborhood Park:

Charles Voight	2.86	Northeast	12.0
Cleveland	4.41	Optimist	5.0
Cole	2.5	Riverside	5.67
End	3.47	Roosevelt	9.47
Franklin	1.4	Sheridan	2.62
Grace	1.13	Veteran's	7.45
King	6.5	Worker's	2.81
Moose	3.9		

**Neighborhood Parks Total Acreage: 71.19**

**Recommended NRPA Acres: 48.81 -97.61**

## ***Community Park***

General Description: Community Parks are intermediate in size and are able to accommodate visitors from the surrounding community and multiple neighborhoods. These sites focus on both the developed aspects of the park, such as intense recreational activities, as well as the natural resources amenities

Service Area: 1 to 2 mile radius

**Desirable Size:** 25+ acres is desirable

**Acres per 1,000 Population:** 5.0 to 8.0 acres

**Basic Facilities and Activities:**

- Active recreational facilities such as areas for swimming and boating, biking/walking/skiing trails, playfields, playgrounds, sports courts
- Passive recreational facilities such as walking trails, picnic/sitting areas and nature study areas
- Service buildings for shelter, storage and restrooms
- Facilities for cultural activities, such as plays and concerts in the park
- Community Center building with multi-use rooms for crafts, theatre, restrooms, social activities, and older adult use
- Lighting for security at night
- Adequate off-street parking

**Desirable Site Characteristics:**

- May include natural areas, such as bodies of water or wooded natural areas
- Easily accessible to the neighborhood population
- Accessible by walking or biking

**City of Sheboygan Community Parks:**

Deland	23.21	Kiwanis	30.5
Evergreen	98.02	Lake View	18.6
Jaycee Quarry	38.29	Vollrath	16.13

**Community Parks Total Acreage: 224.75**  
**Recommended NRPA Acres: 244.03 -390.44**

***Special Use Park/ Conservancy Area***

**General Description:** Areas of open space that cannot be measured by a quantifiable standard because of their unique and diverse contributions to the community. Special Use Areas enhance an overall park and open space system by maintaining and improving the community's natural resource base, accommodating special activities that aren't included in other parks, and providing interconnections between isolated parks and recreation areas. Examples of Special Use Space Areas are varied but can include those lands that accommodate passive or special recreational activities, such as golf courses, sledding/skiing hills, marinas, beaches, display gardens, arboreta, and outdoor amphitheaters, as well as land that have been protected for their environmental significance or sensitivity and provide limited opportunity for recreational use. Examples of that latter may include water bodies, floodplains, wetlands, shorelands and shoreland setback areas, drainage ways, storm-water management basins, conveyance routes, environmental corridors or isolated natural

areas, wildlife habitats, areas of rare or endangered plant or animal species, prairie remnants, and restoration areas.

Service Area: Variable –depends on function

Desirable Size: Variable –depends on function

Acres per 1,000 Population: Variable –most Special Use Parks/ Conservancy Areas are not included in the overall community calculation of park and recreational space per 1,000 persons. Their value extends beyond the community's boundaries and contributes significantly to overall quality of life.

Basic Facilities and Activities: Variable –some may include:

- Active recreational facilities such as areas for swimming and boating, skiing hills, biking/walking/skiing trails, skating rinks, and golf courses
- Passive recreational facilities such as walking trails, picnic/sitting areas, and natural study areas
- Service buildings for shelter, equipment storage/rental, concessions, and restrooms
- Signage, trails markers, trash receptacles, and information booths
- Lighting for security at night
- Off-street parking spaces if appropriate to the area

City of Sheboygan Special Use Parks:

8 <sup>th</sup> Street Boat Landing	.58	North Point Overlook	2.0
Butzen	56.79	Rotary Riverview	2.0
Camelot Dog Run	3.85	South Pier	9.0
Dog Run (south)	14.99	Southshore	4.0
Fountain	2.62	Wildwood Athletic	12.06
Indian Mound	15.48	Wildwood Baseball	5.2
North Point	20.8		

**Special Use Parks Total Acreage: 149.37**

City of Sheboygan Conservancy Areas:

Arrowhead	1.0	Manor Heights	11.6
Creekside	7.47	Maywood	139.75
Julson	2.15	Pigeon River Parkway	113.25

**Conservancy Areas Total Acreage: 275.22**

***Linear Park/Recreational Trails***

General Description: Linear parks/recreational trails accommodate various outdoor activities, such as biking, hiking, walking, jogging, horseback riding, nature study, and cross country skiing. A well-designed park system provides connections between

parcs and open space lands and effectively integrates urban areas with the surrounding natural environment by the use of linear park/recreational trail areas. Linear parks/recreational trails can be designed to serve different functions and to accommodate various, and sometimes conflicting activities.

Service Area: Variable –depends on length & size

Desirable Size: Sufficient width to protect the resources and provide maximum use

Acres per 1,000 Population: Variable –most Linear Park areas are not included in the overall community calculation of park and recreational space per 1,000 persons.

Desirable Design Criteria for Multi-Use Paths:

- Minimal width of 10 feet to accommodate two-way bicycle traffic, and recommended paved surface to facilitate bike, walking, running and skating
- Avoid placement alongside roadways where multiple cross-street and driveways are or will be present

Desirable Design Criteria for Walking/Hiking Trails:

- Because these trail facilities often travel through environmentally sensitive areas, they are generally not paved. Rather, they are surfaced with crushed limestone, decomposed granite, wood chips, hard packed earth or mowed grass.

City of Sheboygan Walking/Hiking Trails:

Bur Oak	Jaycee
Dog Run	Lakeview
Evergreen	Maywood
Indian Mound	Pigeon River Parkway

City of Sheboygan Linear/Multi-Use Paths:

Harbor Shore Trails	Superior Ave Trail
River Walk	Taylor Dr Trail
Shoreland 400	Urban Rec Trail
South Pier Trail	

**Table 3.1 Total Park Acreage Analysis, 2015**

\*Based on 2015 population estimates of 48806

Park Type	NRPA Standard Acres per 1,000 persons	Recommended Acreage based on Acres per 1,000 persons*	2015 Acres per 1,000 persons (Existing)	2015 Total Acres (Existing)
Mini-Parks/ Pocket Parks	.25 -.50 acres	12.20 -24.40 acres	0.00	0.00
Neighborhood Parks	1.0 -2.0 acres	48.81 -97.61 acres	1.46 acres	71.19 acres
Community Parks	5.0 -8.0 acres	244.03 -390.44 acres	4.60 acres	224.75 acres
<b>Total</b>	<b>6.25 -10.50 acres</b>	<b>305.04 -512.45 acres</b>	<b>6.06 acres</b>	<b>295.94 acres</b>
Special Use Parks	Varies	N/A	3.06 acres	149.37 acres
Conservancy Areas	Varies	N/A	5.64 acres	275.22 acres

### **3.3 Review of Local, Regional and State Recreation Plans**

Another method of determining recreation needs in the community uses local, regional, and state recreation studies that apply to the area. These studies are very useful since they are a good indicator of recreation needs as perceived by recreation users. Below are the studies that are available at this time.

#### ***Sheboygan Area School District Facility and Master Planning Green Space Study***

In the City of Sheboygan the school district and the city work cooperatively to provide facilities and programming to area residents. The school district shoulders most of the burden for facilities management and development and works to provide programming and sport field reservation services. The school district had developed a school facilities plan, *Sheboygan Area School District Facility and Master Planning Green Space Study* (2006). The school district was consulted throughout the planning process.

#### ***Sheboygan County Outdoor Recreation and Open Space Plan***

The Sheboygan County Parks System is a natural resource based system, which demonstrates stewardship while providing recreational and educational opportunities. Sheboygan County provides resource related and self-actualized recreational opportunities while city and town governments provide sites and facilities for intensive non resource-oriented recreational facilities. Sheboygan County has recently prepared an Outdoor Recreation and Open Space Plan that conveys a shared vision for park and open space lands and facilities to serve the resident County population anticipated under full development of the County land use plan. The updated park and open space plans are also prepared to meet planning requirements for use of State and Federal parkland and recreational grants.

#### **Vision Statement**

Sheboygan County will offer its residents the best possible system of outdoor recreation and open space sites and activities in a manner which is responsive to the needs of the public, fiscally responsible, and which promotes the preservation and sustainability of the County's outstanding environmental, archeologist, historical, and cultural resources.

#### **Goals**

The goals of the Sheboygan County Comprehensive Outdoor Recreation and Open Space Plan are:

- To ensure provision and protection of sufficient parks, recreation facilities, and open areas to satisfy the health, safety and welfare needs of citizens and visitors, including underserved populations.

- To ensure that the acquisition of park and open spaces lands occurs in coordination with development to provide for reasonable acquisition costs and facilitate site planning for development. Alternative means of reserving lands required for open space should be fully explored to ensure that lands are obtained at the lowest cost to the public.
- To promote the involvement and cooperation of all the county's communities in park and recreation planning and development.
- To develop tools to protect open space.

### *Sheboygan County Pedestrian/Bicycle Plan*

In July 2006, the US Congress adopted the new transportation budget which included special provisions to create a Non-Motorized Transportation Pilot Program; Sheboygan County was one of four communities in the country selected to participate in this pilot program. As part of the Pilot Program, Sheboygan County will receive up to \$25 million over four years to develop a network of non-motorized transportation facilities that connect neighborhoods, retail centers, schools, recreation amenities, and employment centers and will allow people to change the way they choose to move around through their daily lives.

During the summer of 2007 the County completed the Sheboygan County Pedestrian and Bicycle Plan. This plan incorporates the vision statement and goals and objectives of the County plan. The City of Sheboygan supports improving bicycle and pedestrian accommodations within the city of county-wide. On April 21, 2015, Sheboygan County adopted an updated Pedestrian and Bicycle Plan.

### **Bicycle Vision**

By 2045, Sheboygan County's bicycle facilities will be an efficient, connecting system for bicycles routes and facilities that provide a safe, convenient and viable transportation choice for Sheboygan County residents and visitors.

### **Bicycle Goals**

- Create diverse bicycle-friendly facilities that increase the number of bicycling trips and offer a level of convenience, directness, safety, and attractiveness that will encourage bicycle use.
- Establish a safe, convenient, enjoyable, and continuous bicycle route system within Sheboygan County for use by utilitarian and recreational cyclists.
- Reduce the number of crashes involving bicyclist with other users of the transportation system by 20 percent or more by 2045.

### **Pedestrian Vision**

By 2035, pedestrian travel will be established as a viable, convenient, and safe transportation choice for Sheboygan residents and visitors.

### **Pedestrian Goals**

- A diverse pedestrian-friendly environment that increases the number of walking trips and offers a level of convenience, directness, safety, and attractiveness.
- Guide land use and site design that is conducive to pedestrian use.
- Improve the circulation, visibility, and safety for pedestrians and reduce conflicts with vehicular traffic.
- Ensure that the pedestrian system is fully accessible and convenient for all users, including persons with disabilities, children, and the elderly.
- Develop and implement a variety of educational programs that promote the benefits of walking and encourage implementation of pedestrian-oriented design.

Please see Appendix C, D, E and F for applicable maps from the Sheboygan County Pedestrian/Bicycle Plan.

### ***Statewide Comprehensive Outdoor Recreation Plan***

#### **Vision Statement**

The 2011 -2016 Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) serves as a blue print for state and local outdoor recreation planning through support of nationally initiatives, sets the course for recreation within the state by describing current recreation supply and trends, and provides a framework for future recreation development and focus.

#### **Goals**

The goals of the Statewide Comprehensive Outdoor Recreation Plan are:

- Assess, Understand, and Adapt to Growing Recreation Tourism Demands and Preferences.
- Improve Integration of Outdoor Recreation Interests and Needs in Land Use and Other Relevant Planning Efforts.
- Continue to Provide and Enhance Public Access to Wisconsin Recreational Lands and Waters.
- Conserve Rural Landscapes and Forests through Partnerships and Incentives.
- Address Funding Challenges Associated with Managing Wisconsin Outdoor Recreation Resources.
- Promote Outdoor Recreation as a Means of Improving Public Health Among Wisconsinites.



- Establish Great Urban Parks and Community Green Spaces.

*The City's Comprehensive Outdoor Recreation Plan is consistent with the State and County Comprehensive Outdoor Recreation Plans and recognizes their goals as part of the City's plan. The Outdoor Recreation Plan is also included in the City of Sheboygan Comprehensive Plan.*

### 3.4 Public Input

The online survey had 232 participants which was available online from February 16, 2015 to March 17, 2015 along with hard copies upon request. Of those 232 participants, 131 took the survey as an individual, 82 as a family and 1 as an organization. All participants were 25 or older with the majority (53) being from the 45 - 54 age group.

The five most used parks were Evergreen Park, Fountain Park, Vollrath Park, Deland Park, and Kiwanis Park. Walking Picnicking, going to the playground, dog walking and bicycling were noted as the top 5 outdoor activities the participants partake in.

Improvements that they would like to see to the Sheboygan Park system is improved lighting, improved maintenance, improved existing park facilities, more trails/paths and improved landscaping.

73% noted that they feel safe in City of Sheboygan's Park while 43% feel that the City does not do a good job informing the public about our parks and their rules.

For all the survey questions and results they are available in Appendix G for viewing.

**\*\*Public Forums will be held at:**

- **Board of Marina, Parks & Forestry on April 5, 2016**
- **Plan Commission on April 12, 2016**
- **Public Works Committee on April 12, 2016**

## SECTION 4: RECOMMENDATION

The City of Sheboygan will face many challenges as it continues to grow, especially as growth is restricted by the lake. Open space protection, trail system development, and active use park expansion all lead to a higher quality of life in Sheboygan and continued ability to attract new residents and retain those already living there.

### 4.1 Individual Park Recommendations/Capital Improvements

On the following pages you will see Individual Park Descriptions which include site analysis summary (existing facilities, issues and improvement options), program details (events and maintenance) and improvement estimates.

*Not all the parks will be listed only those with recommendations at this time.*





**Charles Voigt Park****Neighborhood Park****Park Description****Location:**

This 2.86 acre north side park offers, playground equipment and plenty of open space.

**Site Analysis Summary****Existing Facilities:**

- Playground Equipment

**Issues:**

- Site plan is needed

**Improvement Options:**

- Master plan

**Program Details****Programs and Events:**

- None at this time

**Maintenance Program:**

- Mowing
- Trash collection
- Playground equipment inspection

**Improvement Estimate**

- Master plan \$ 10,000

## Cleveland Park

## Neighborhood Park

### Park Description

Location: 2331 Geele Ave

This 4.41 acre park is located on the north side of Sheboygan on SE corner of Geele Ave and N 25<sup>th</sup> St. Cleveland Park is part of the Cooper-Cleveland Neighborhood.

New 5-12 years of age playground equipment was installed in 2014 and 2-5 years of age equipment in 2015.

A new rentable shelter and restrooms were installed in 2012.



### Site Analysis Summary

#### Existing Facilities:

- Shelter available for rental
- Restrooms
- Basketball court
- Playground equipment
- Grills
- Picnic tables
- Open space

#### Issues:

- Road parking only

#### Improvement Options:

- Master Plan for continued redevelopment
- Grass volleyball courts
- Accessible walkways to all facilities

### Program Details

#### Programs and Events:

- Family and group rentals
- Neighborhood events

#### Maintenance Program:

- Mowing
- Trash collection
- Landscaping/tree care
- Turf management
- Playground inspection

### Improvement Estimate

• Splash pad	\$113,000
• Accessible walkway connections	\$ 10,000
• Off road parking	\$ 20,000
• Additional landscaping	\$ 2,000



**Cole Park****Neighborhood Park****Park Description**

Location: 1700 N. 3<sup>rd</sup> Street

This 2.5 acre park is located on the north side of Sheboygan at 1700 N 3<sup>rd</sup> Street north of Superior Ave. Cole Park is part of the North Point Neighborhood.

A small Picnic Shelter was built in 2015 as part of an Eagle Scout Project. This is a non-rentable shelter.

**Site Analysis Summary****Existing Facilities:**

- Playground equipment
- Small picnic shelter
- Picnic tables
- Port-a-potty

**Issues:**

- Street parking only

**Improvement Options:**

- Walkways need to be resurfaced
- Accessible walkways to all facilities
- Add grills and more picnic tables
- Add playground boarder
- Park signage

**Program Details****Programs and Events:****Maintenance Program:**

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf Management

**Improvement Estimate**

- |   |           |
|---|-----------|
| • Resurface walkways                    | \$ 10,000 |
| • Add Grills, benches and picnic tables | \$ 2,000  |
| • Playground boarder                    | \$ 5,000  |

## End Park

## Neighborhood Park

### Park Description

Location: 1236 Bell Ave.

This 3.47 acre park is located on the north side of Sheboygan at 1236 Bell Ave. End Park is part of the End Park Neighborhood.

Rentable shelter, restrooms, playground equipment and splash pad, makes this a great park for family gatherings.



### Site Analysis Summary

#### Existing Facilities:

- Shelter available for rental
- Restrooms
- Playground equipment
- Splash pad
- Picnic areas

#### Issues:

- Road parking only
- Vandalism/security
- Poor storm water drainage

#### Improvement Options:

- Resurface walkways
- Pedestrian lighting
- Off street parking area
- Accessibility to all facilities
- Replace swing
- Install fall area around playground areas
- Install security cameras
- Installation of drain tile

### Program Details

#### Programs and Events:

- Family Gatherings
- Neighborhood Events

#### Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/Tree care
- Turf management

### Improvement Estimate

- |                           |           |
|---------------------------|-----------|
| • Resurface walkways      | \$ 10,000 |
| • Pedestrian lighting     | \$ 10,000 |
| • 5-6 parking stalls      | \$ 10,000 |
| • Playground improvements | \$ 25,000 |
| • Security cameras        | \$ 3,000  |



**Franklin Park****Neighborhood Park****Park Description**

Location: 1300 Broadway Ave.

This 1.4 acres located on the south side of Sheboygan. Franklin Park is part of the Franklin Park Neighborhood.

**Site Analysis Summary****Existing Facilities:**

- Playground equipment
- Basketball ½ court
- Backstop
- Open space

**Issues:**

- Road parking only

**Improvement Options:**

- Fence repair/replacement
- Move backstop
- Accessible walkways to all facilities

**Program Details****Programs and Events:****Maintenance Program:**

- Mowing
- Trash collection
- Playground inspection
- Landscaping

**Improvement Estimate**

- |                            |           |
|----------------------------|-----------|
| • Fence repair/replacement | \$ 10,000 |
| • Accessible walkways      | \$ 5,000  |



## General King Park

## Neighborhood Park

### Park Description

Location: 1611 S 7<sup>th</sup> Street

This 6.5 acres lakefront park is located on the south side of Sheboygan. General King Park is located in the King Park Neighborhood.

Built in 2009, a new rentable Park Building, restrooms and outdoor showers overlooking Lake Michigan makes this a hotspot for family reunions, weddings and all other gatherings.

New 2-5 year old playground added in 2015.



### Site Analysis Summary

#### Existing Facilities:

- Park building, available for rental
- Lakefront/Beach
- Outdoor showers
- Restrooms
- Playground equipment, 2-5 and 5-12 years of age
- Picnic tables/benches
- Grills
- Sand Volleyball
- Fire pit

#### Issues:

- Street parking only
- Landscaping around building

#### Improvement Options:

- New landscaping around building
- Replace older playground equipment
- Storm sewer outfall
- Restore historic entrance and flagpole
- Accessible walkways to all facilities including lake

### Program Details

#### Programs and Events:

- Family gatherings
- Weddings
- Fourth of July celebration

#### Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Landscaping/Tree care
- Turf management

### Improvement Estimate

- |                                 |           |
|---------------------------------|-----------|
| • Landscaping                   | \$ 5,000  |
| • Restore entrance and flagpole | \$ 10,000 |
| • Accessible walkways           | \$ 10,000 |
| • Storm water outfall           | \$        |

## Grace Park

## Neighborhood Park

### Park Description

Location: 2347 E Mark Drive

This 1.13 acres park is located on the north side of Sheboygan in the Fellowship Neighborhood.



### Site Analysis Summary

#### Existing Facilities:

- Playground equipment
- Picnic tables

#### Issues:

- Landscaping along residential housing

#### Improvement Options:

- Tree/shrub plantings between houses and park area

### Program Details

#### Programs and Events:

#### Maintenance Program:

- Mowing
- Trash collection
- Landscaping/Tree care
- Turf management
- Playground inspection

### Improvement Estimate

- |   |          |
|---|----------|
| • Planted tree line between houses and park | \$500.00 |
|---|----------|



## Moose Park

## Neighborhood Park

### Park Description

Location: 1801 Indiana Avenue

This 3.9 acres long narrow park stretches between Indiana Ave and Georgia Ave on the south side of Sheboygan. Moose Park is part of the Indiana Corridor Neighborhood.



### Site Analysis Summary

#### Existing Facilities:

- Playground equipment
- Basketball
- Tennis

#### Issues:

- Decide if tennis courts are staying or if they are going to be removed
- Older playground equipment

#### Improvement Options:

- Hardscape Surfacing
- New playground equipment

### Program Details

#### Programs and Events:

#### Maintenance Program:

- Mowing/areas not to mow
- Trash collection
- Playground inspection
- Landscape/tree care
- Accessible walkways to all facilities

### Improvement Estimate

- |                            |           |
|----------------------------|-----------|
| • New playground equipment | \$ 25,000 |
| • Accessible walkways      | \$ 5,000  |

**Northeast Park****Neighborhood Park****Park Description**

Location: 2901 N 6<sup>th</sup> Street

This 12 acres lakefront park is located on the north side of Sheboygan at 2901 N 6<sup>th</sup> St. Northeast Park is located in the North Lake Neighborhood.

**Site Analysis Summary****Existing Facilities:**

- Soccer
- Lake front access
- Beach
- Benches
- Open space

**Issues:**

- Street parking only
- Invasive plant growth

**Improvement Options:**

- Lakeshore restoration
- Storm sewer outfall
- Add picnic areas
- Park signage

**Program Details****Programs and Events:**

- Soccer practice

**Maintenance Program:**

- Mowing
- Trash collection
- Invasive removals
- Landscape/tree care
- Turf management

**Improvement Estimate**

- |                         |           |
|-------------------------|-----------|
| • Lakeshore restoration | \$ 20,000 |
| • Added picnic areas    | \$ 2,000  |
| • Park signage          | \$ 2,000  |
| • Storm sewer Outfall   |           |



## Optimist Park

## Neighborhood Park

### Park Description

Location: 2010 Carmen Avenue

This 5 acre park is located on the south side of Sheboygan. With a new rentable shelter built in 2012 and restrooms, updated playground equipment in 2015, makes this a great park for family and neighborhood gathering. Optimist Park is part of the West Camelot Neighborhood.

Soccer and youth baseball are also held in the park making it very busy in the evenings.

Optimist is also adjacent to the new Hmong garden rental lots.



### Site Analysis Summary

#### Existing Facilities:

- Shelter that can be rented
- Restrooms
- Playground equipment
- Soccer
- Youth baseball
- Open space

#### Issues:

- Street parking only

#### Improvement Options:

- Walkway boarder around playground
- Additional playground
- Accessible walkways to all facilities
- Off street parking
- Better access to the Hmong gardens
- Constructed earth berm between gardens, park and residential houses

### Program Details

#### Programs and Events:

- Organized youth soccer and baseball
- Access to Hmong gardens

#### Maintenance Program:

- Mowing
- Trash collection
- Playground inspection
- Landscaping/tree care
- Turf management

### Improvement Estimate

- |  |           |
|--|-----------|
| • Walkway boarder around playground          | \$ 7,000  |
| • Accessible walkways to all facilities      | \$ 10,000 |
| • Off Street parking for Hmong garden (SASD) | \$ 20,000 |
| • Constructed earth berm                     | \$ 5,000  |

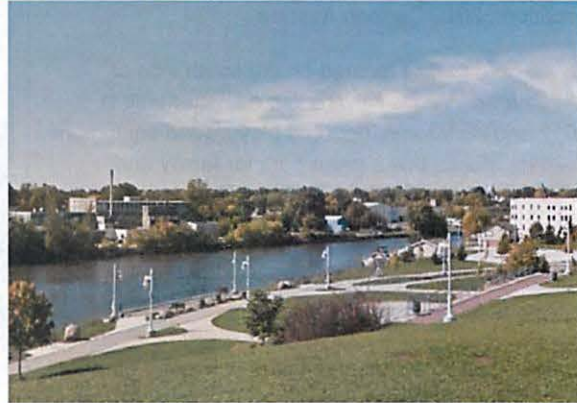
## Riverside Park

## Neighborhood Park

### Park Description

Location: 640 N Water Street

This 5.67 acres park is located along the Sheboygan River and offers a Riverwalk pathway, benches with great views, basketball, volleyball and playground equipment.



### Site Analysis Summary

#### Existing Facilities:

- Playground Equipment
- Sand Volleyball
- Basketball
- Riverfront

#### Issues:

- Portions of the park are on a capped contaminated site.
- Upkeep of landscaping

#### Improvement Options:

- Defining capped and buildable areas
- Low maintenance landscaping
- Better site design

### Program Details

#### Programs and Events:

- Non at this time

#### Maintenance Program:

- Mowing
- Trash collection
- Landscaping/weed control

### Improvement Estimate

- Soil borings/site use \$ 10,000
- Master plan \$ 10,000



## Roosevelt Park

## Neighborhood Park

### Park Description

Location: 1103 Mead Ave

This 6.5 acres south side has a rentable park building updated playground equipment, two baseball/softball field's tennis and basketball courts with lots of open space.



### Site Analysis Summary

#### Existing Facilities:

- Playground Equipment
- Two softball/baseball fields
- Basketball
- Tennis
- Restrooms

#### Issues:

- Tennis courts are in need of repair
- Park building needs re-roofing
- No off road parking available

#### Improvement Options:

- Master plan is needed
- Work with SASD for best use of park
- Determine if tennis court are going to stay

### Program Details

#### Programs and Events:

- Scheduled softball and baseball games
- Family and group rentals

#### Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Landscaping needs

### Improvement Estimate

- |                                |           |
|--------------------------------|-----------|
| • Roof repair/building updates | \$ 30,000 |
| • Tennis court repair          | \$ 25,000 |
| • Master Plan                  | \$ 10,000 |

## Sheridan Park

## Neighborhood Park

### Park Description

Location: 701 S 14<sup>th</sup> St

This tree filled 2.62 acres midtown park offers playground equipment, small shelter, basketball court and picnic areas.



### Site Analysis Summary

#### Existing Facilities:

- Playground Equipment
- Basketball
- Small shelter
- Portable restrooms

#### Issues:

- Shelter is older and may need replacement
- Playground equipment updates in future

#### Improvement Options:

- Tree replacement
- New shelter
- Update playground equipment

### Program Details

#### Programs and Events:

- None at this time

#### Maintenance Program:

- Mowing
- Trash collection
- Landscape maintenance

### Improvement Estimate

- None at this time



## Veteran's Park

## Neighborhood Park

### Park Description

#### Location:

This 7.45 acre south side park offers a new rentable shelter and restrooms, playground equipment, tennis courts, picnic areas, two baseball/softball fields, plenty of open space and a Vietnam Veterans of Sheboygan Tank Memorial.



### Site Analysis Summary

#### Existing Facilities:

- Playground Equipment
- Softball/baseball
- Basketball
- Tennis
- Restrooms

#### Issues:

- Limited off road parking
- Play equipment needs updating
- Tennis court reconstruction
- Replacement of basketball court

#### Improvement Options:

- Parking area
- New Playground equipment
- Tennis court reconstruction
- New basketball court

### Program Details

#### Programs and Events:

- Family and group rentals
- Softball games and practice

#### Maintenance Program:

- Mowing
- Trash collection
- Restroom and shelter cleaning
- Playground equipment maint.

### Improvement Estimate

- |                                    |           |
|------------------------------------|-----------|
| • Additional parking and sidewalks | \$ 10,000 |
| • Basketball court                 | \$ 10,000 |
| • Playground equipment             | \$ 35,000 |
| • Tennis court reconstruction      | \$ 50,000 |

**Workers Water Street Park****Neighborhood Park****Park Description**

Location: N Water Street

This 2.1 acres river side park is located along the Sheboygan River and offers a Riverwalk pathway part of the Urban Recreational Trail, playground equipment, a picnic shelter, splash pad, restrooms and great views.

**Site Analysis Summary****Existing Facilities:**

- Playground Equipment
- Splash pad
- Riverfront
- Riverwalk
- Restrooms
- Non-rentable shelter

**Issues:**

- Security

**Improvement Options:**

- Security cameras

**Program Details****Programs and Events:**

- Non at this time

**Maintenance Program:**

- Mowing
- Trash collection
- Playground inspections
- Splash pad maintenance

**Improvement Estimate**

Security cameras	\$3,000
------------------	---------



## Deland Park

## Community Park

### Park Description

Location: 715 Broughton Dr.

This 16.13 acres community park is located on the shores of Lake Michigan; it is in the heart of the Harbor Centre District. It is home to several festivals, the Marina, Sheboygan Youth Sailing Club and boat launch.

Park facilities include the Deland Community Center, Richardson shelter, Deland Home, three playground areas including Rammer playground, and bathhouse overlook that has restrooms and showers.



### Site Analysis Summary

#### Existing Facilities:

- 3 Playground areas
- Biking/ Walking on the Harbor Trail
- Sand Volleyball
- Tennis
- Swimming
- Fishing Area
- Boat launch
- Rentable shelters
- Restrooms
- Event Area
- Beachfront
- Fish Cleaning station

#### Issues:

- Erosion on steep hillside
- Invasive species
- Aging bathhouse
- Storm water outfalls need to be addressed

#### Improvement Options:

- Tennis court needs repainting
- Beach front restoration
- New bath house
- Performance shelter/band shell

### Program Details

#### Programs and Events

- **Fourth of July Celebration**
- **Greek Fest**
- **Family gathering**
- **Walk/run events**

#### Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Sand erosion

### Improvement Estimate

- |                                      |           |
|--------------------------------------|-----------|
| • Tennis court surface painting      | \$20,000  |
| • Tennis court sport court surfacing | \$50,000  |
| • Beach front restoration            | \$        |
| • New bath house                     | \$300,000 |
| • Performance shelter/band shell     | \$300,000 |

## Evergreen Park

## Community Park

### Park Description

Location: 3000 Calumet Drive

Evergreen Park has 98.2 acres of towering white pines and hardwoods with spots of open spaces, all along the pigeon river. The parks offers miles of hiking, mountain biking and ski trails. This is a favorite spot for family picnics with several rental areas. It is also home to the Making Spirits Bright Christmas light show.



### Site Analysis Summary

#### Existing Facilities:

- Playground equipment
- Biking/ Walking/hiking/skiing
- Fishing
- 4 rentable shelters
- Restrooms
- Event Area

#### Issues:

- Trail erosion
- Trail connections
- Older shelters and restrooms
- Masonry work needed
- Lighting
- Walkers share road with vehicles

#### Improvement Options:

- Added trails and trail restorations
- New shelters and restrooms

### Program Details

#### Programs and Events

- Mountain bike races
- Glow in the dark run
- Making Spirits Bright Christmas light show
- Family gatherings

#### Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance

### Improvement Estimate

- |  |           |
|--|-----------|
| • Added trails and trail restoration       | \$20,000  |
| • Enclosed rentable park shelter/restrooms | \$300,000 |
| • Open shelter/restrooms                   | \$180,000 |
| • Paved multi-purpose pathway              | \$100,000 |
| • Mason work on entry, sign and fire rings | \$20,000  |



**Park Description**

Location: 3401 Calumet Drive

This park was the site of a former limestone quarry that now offers an excellent spring-fed swimming area and a sand beach. In the summer the Quarry View shelter and beach front is known as the Quarry Beach Adventure Park and offers swimming, boat rentals and other aquatic activities. The park also has a popular 18 hole disc golf course that is open year round.



**Site Analysis Summary**

**Existing Facilities:**

- Playground equipment
- Mountain biking/hiking trails
- Quarry View Center, rentable building
- Riverfront along the Pigeon River
- Disc Golf
- Beach/swimming

**Issues:**

- Land erosion into the river
- Older park building
- No restrooms
- Older playground equipment

**Improvement Options:**

- New playground equipment
- New rentable park building
- River bed stabilization
- Storage building

**Program Details**

**Programs and Events**

- Numerous bike races
- Making Spirit Bright activities
- Quarry Beach Adventure area
- Family and Group gatherings

**Maintenance Program**

- Mowing
- Trash collection
- Shoreline maintenance
- Beach maintenance
- Trail maintenance

**Improvement Estimate**

- |                           |           |
|---------------------------|-----------|
| • River bed stabilization | \$20,000  |
| • Shelter/restrooms       | \$300,000 |
| • Playground equipment    | \$35,000  |
| • Storage building        | \$10,000  |

## Kiwanis Park

## Community Park

### Park Description

Location: 726 Kiwanis Park Drive

Kiwanis Park is located along the Sheboygan River. It is home to several festivals during the summer including the well-known Brat Days event. Kiwanis Park open spaces baseball and softball fields and youth football. There is a beautiful rentable enclosed park shelter and two open shelters.



### Site Analysis Summary

#### Existing Facilities:

- Riverfront
- Play Equipment
- Two Softball fields
- Youth football fields in the fall
- Basketball
- Fishing Area
- Event Area
- Restroom

#### Issues:

- Over use of open field
- Poor access to the river
- No Park Caretaker on site

#### Improvement Options:

- Updated master plan
- Ada certified, canoe and kayak launch

### Program Details

#### Programs and Events:

- Brat Days
- Hmong Fest
- Family and group gatherings

#### Maintenance Program:

- Mowing
- Trash collection
- Turf management
- Building and ground daily maint.

### Improvement Estimate

- |   |          |
|---|----------|
| • Building updates                      | \$10,000 |
| • ADA certified, canoe and Kayak launch | \$50,000 |



## Lake View Park

## Community Park

### Park Description

Location: 3201 Lakeshore Drive

This south side park is located along the shores of Lake Michigan. It is a popular family picking site and offers great views and access to the beach. The park has the only dog friendly beach in the city.



### Site Analysis Summary

#### Existing Facilities:

- Rentable park shelter
- Gazebo
- Beach
- Playground Equipment
- Restrooms
- Parking

#### Issues:

- Poor drainage of the park
- The shelter offers poor views of the lake
- Gazebo is in poor shape

#### Improvement Options:

- Master plan for the whole park
- New shelter overlooking lake
- Drain Tile
- Improve parking area or add new parking
- Camping area

### Program Details

#### Programs and Events:

- Family and Group picnics

#### Maintenance Program:

- Mowing
- Trash collection
- Shoreline maintenance
- Hillside vegetation management

### Improvement Estimate

- |                        |           |
|------------------------|-----------|
| • Master Plan          | \$ 10,000 |
| • New Shelter/restroom | \$300,000 |
| • Drain Tile           | \$ 20,000 |
| • Parking area         | \$ 50,000 |
| • Camping area         | \$400,000 |

## Vollrath Park

## Community Park

### Park Description

Location: 2001 N 3<sup>rd</sup> St

This 16.13 acres lakeside park offers a rentable shelter with restrooms, tennis courts, disc golf course, playground equipment, and basketball court and picnic areas. Vollrath is home to Wisconsin oldest disc golf course. "The Shack" located on the course has refreshments and disc golf gear for sale.



### Site Analysis Summary

#### Existing Facilities:

- Picnic area
- Rentable shelter
- Playground equipment
- Restrooms
- Tennis courts
- Basketball court

#### Issues:

- Erosion on trails and hills in the disc course
- Lighting in park is getting old
- Tennis courts in need of repair
- Paved trail need to be moved and repaired
- Shelter and restroom repairs are needed
- Off road parking is needed

#### Improvement Options:

- Tennis courts re-paved, add pickle ball lines
- Rebuild retaining walls and steps
- Upgrade lighting throughout park
- New shelter/restroom or remodel
- Off road parking area

### Program Details

#### Programs and Events

- North and South High annual joint commencement ceremonies
- Food Truck Mondays
- Disc Golf tournament
- Family and group rentals
- Rec dept. movie in the park

#### Maintenance Program

- Mowing
- Trash collection
- Shoreline maintenance
- Playground inspections
- Shelter/restroom cleaning

### Improvement Estimate

- |                               |           |
|-------------------------------|-----------|
| • Tennis Court Reconstruction | \$ 60,000 |
| • Retaining Walls (disc golf) | \$ 30,000 |
| • Comprehensive Lighting      | \$150,000 |
| • Remodel restrooms           | \$ 20,000 |
| • Replace shelter/restrooms   | \$300,000 |



**Fountain Park****Special Use Park****Park Description**

Location: 1010 N 8<sup>th</sup> Street

This downtown park hosts numerous activities throughout the summer. The Farmers market is very popular providing fresh vegetables for purchase every Wednesday and Saturday. The performance shelter is used to provide music for many events and concerts in the park on Tuesday.

INSERT

PICTURE

HERE

**Site Analysis Summary****Existing Facilities:**

- Performance shelter
- Fountain
- Historical memorials
- Restrooms
- Picnic tables and benches

**Issues:**

- Overuse of the park for grass
- Performance shelter and restrooms getting worn
- Security

**Improvement Options:**

- Turf management plan
- Rehab of restrooms
- Painting the performance shelter

**Program Details****Programs and Events:**

- Concert in the park Wednesday nights
- Farmers market, Tuesday and Saturdays
- Lobster Boil
- Taste of Sheboygan

**Maintenance Program:**

- Mowing
- Trash collection
- Building maintenance
- Landscape/Turf management

**Improvement Estimate**

- Rehab of restrooms \$10,000
- Paint performance shelter

## Maywood Environmental Park

## Conservancy Area

### Park Description

Location: 3516 Mueller Rd

Elwood H May Environmental Park (Maywood) is Sheboygan's nature Jewel. It offers an Environmental Learning Center, several trails through wetlands, prairie, and maple forest and along the pigeon river. The city partners with the Maywood Trust & Association and Camp Y-Koda to promote environmental stewardship through real life experiences: Explore, Learn, Enjoy.



### Site Analysis Summary

#### Existing Facilities:

- Nature walking/hiking trails
- Cross country ski trails
- Environmental Learning Center
- Two spring fed pond
- Prairie overlook platform
- Arboretum
- Maple sugaring

#### Issues:

- Ponds are lowering
- Invasive species on land and in ponds
- Park Driveway is breaking up
- Additional property is needed for growth

#### Improvement Options:

- Re-pave park driveway
- Hire consultant to look at pond issues
- Invasive removals
- Purchase of adjacent property

### Program Details

#### Programs and Events:

- Maywood offers too many programs to list but they range from school education classes, summer camps, maple sugaring, birding and nature hikes. Our larger activities include Maywood's Earth Ride, our annual bicycle ride and Flapjack Day.

#### Maintenance Program:

- Building maintenance
- Land management
- Program set up, tear down
- Invasive control
- Landscaping

### Improvement Estimate

- |  |            |
|--|------------|
| • Re-pave park driveway                          | \$ 200,000 |
| • ADA certified, canoe and kayak launch          | \$ 50,000  |
| • Rentable park building/learning area           | \$ 400,000 |
| • Pond improvements                              |            |
| • Purchase adjacent property                     |            |
| • Trail and bridge, new construction and repairs |            |

## **4.2 Recommendations for City Parks**

### **Charles Voigt Park**

- A Master Plan is need for this park.

### **Deland Park**

- Beach restoration
- Cord walk and Mobimat material for access to the water
- Performance shelter Park Master Plan
- Concession stand in bath house
- The city worked with Veterans for Peace to install a Peace Pole in a portion of Deland Park known as the Michigan/Broughton triangle. A site plan is being worked on by this group and volunteers. The park will consist of benches, plantings, walking path, art pieces and other items that will complement the peace pole.
- Rammer Playground is also a part of Deland Park. The playground is very accessible to many developmental needs but steps can be taken to improve its accessibility. A restroom is also a good possibility for this site.

### **End Park**

- Improve drainage of storm water
- Add off road parking

### **Evergreen Park**

- New enclosed park shelter
- Remodel or replace restrooms in area 2 and 5
- Ability to enclose area 5 shelter for winter use
- Replace pedestrian bridge over Pigeon River
- Add fishing areas
- Maintain and add trail connections to ski, hiking and bike trails
- Asphalt pathway circling the park next to the park road
- Masonry work at main entrance and fire rings
- Update several playground equipment areas
- Signage for the park

### **Fountain Park**

- Paint performance shelter
- Re-model restrooms

### **JC Quarry Park**

- Maintenance storage building for disc golf area
- Update playground equipment area
- Stabilize stream bank erosion area
- Signage for the park
- ADA accessible fishing area
- Add public restrooms

- New enclosed park shelter to the north
- Improve beach area with water features like zip line, water trampoline, water slide, and other beach amenities
- Add sand volleyball courts

#### King Park

- Landscape around building
- Lakeshore restoration
- Cord walk and Mobimat material for access to the water

#### Kiwanis Park

- Update master plan for the park
- ADA certified, canoe and kayak, carry-in boat launch

#### Lakeview Park

- Master plan for the whole park
- New park shelter placed closer to the lake overlook
- Parking area to better utilize the view of the lake
- Improve drainage of property
- Possible camp sites
- Log the wooded area of the park

#### Library Water Feature

- Replace water pumps
- Add lighting

#### Maywood and Bur Oak

##### Maywood

1. Pond Improvements
  - a. Reconstruct spring fed channel
  - b. Access decks on each pond
2. Pigeon River Footbridge – a second bridge on property's west edge
3. Acquire property west of Maywood
  - a. Construct new trails
  - b. Tree planting
  - c. Canoe launch
4. Repave entrance road and parking lot
5. New entrance sign
6. New sugar house and evaporator
7. Invasive species removal
8. Construct amphitheater
9. Develop an interpretive trail loop to transport people with mobility issues
10. Create a roof for the Prairie Overlook

11. Construct a shelter and vandal resistant storage shed near the ponds for use with aquatic classes
12. Construct a Tiki torch trail route for illuminated nighttime skiing and snowshoeing.
13. Purchase the Meyer property adjacent to the existing donated Meyer property.
14. New enclosed park shelter/learning center

#### **Bur Oak**

1. Trail construction including boardwalks, footbridges, and trail markers
2. Install parking lot
3. Signage
  - a. Entrance
  - b. Interpretive
  - c. Rules/property information
  - d. Map
4. Thin pine plantation and replant with appropriate tree species for conditions
5. Invasive species removal
6. Improve pond impoundment system
7. Clear group gathering areas to assemble students
8. Construct steps from floodplain to the elevated perimeter trail
9. Build pond observation deck

#### **Northeast Park**

- Removal of many invasive plants along the border of the park and lakeshore
- Lakeshore restoration
- Signage

#### **Optimist Park**

- Sidewalk around playground equipment
- Add assessable play equipment
- Off road parking area

#### **Pigeon River Parkway**

- Work with Town of Sheboygan to open entry area year round
- Improved park signage
- Trail improvement

#### **Riverside Park**

- A Master Plan is needed for this park
- Portions of this park have a capped landfill underneath and soil borings are needed to determine what can be done on the property.

**Roosevelt Park**

- Re-surface tennis courts

**South Shore Park**

- ADA certified, canoe, kayak, carry-in boat launch
- Beach and hillside restoration

**Veterans Park**

- Off road parking is needed
- Basketball court area
- Update playground equipment area

**Vollrath Park**

- Landscaping for disc golf area
- Move portions of the paved trails to improve grade issues
- New Lighting throughout the park
- Fix the tennis courts and add pickle ball courts
- Remodel or replace shelter and restrooms
- Off road parking needed

**Wildwood Softball Complex**

- New site master plan
- New concession stand including restrooms, meeting and viewing area
- Switch to LED light for the field lights
- Re-grade outfield of field 2 and 3
- New maintenance building

**Wildwood Baseball Complex**

- New field lighting
- Acquisition of adjacent property for parking, viewing, picnic area and maintenance building
- Added off road parking
- See appendix H for long-term phase and site plan

**Worker's Water Street Park**

- This area needs security cameras by the restroom building



### **4.3 Recommendation for Non-City Parks**

#### **Camelot Dog Run**

A master plan to improve this city owned parcel in the 1600 block of Camelot Boulevard for passive recreational use is needed. Continue to manage this pet friendly area.

#### **County LS Wayside – Pigeon River Parkway (North side dog run)**

As part of the LS road project, the parking lot was paved and turned over to the Town of Sheboygan. The City owns the 113.25 acres to the east known as the Pigeon River Parkway, Northside Dog Run. Work with Town of Sheboygan to keep parking area open year round.

#### **Roy Sebald Sheboygan River Natural Area**

This a county park located along the Sheboygan River by off of Indiana Avenue and Taylor Drive. The city would like to work with the county to install an ADA certified, canoe and kayak launch and carry-in boat landing. This would allow for an assessable river trail to Kiwanis Park, where there are also plans for a carry-in boat landing and ADA launch.

#### **Willow Creek Preserve**

The former Schuchardt farm is 180 acres located on the City's western side. This property contains the Willow Creek with is one of the only remaining Class A trout streams with natural reproduction of trout in Sheboygan County. There are also large tracts of wetlands, dense wooded areas that boast a large wildlife population including deer, turkey's, grouse, raccoons, etc. Due to the difficulty in developing this parcel as to not affect the natural prairies and wooded areas, the concept is to create the Willow Creek Preserve on the northern half. The northern acres would be sold to a land trust organization to protect and preserve the property for future generations. Minimal improvements would be made to allow the general public to access and use the property as a wildlife preserve. The southern portion of the project would be sold to the John Michael Kohler Arts Center to be used as an Art Preserve and artist environment collections that were once developed in the rural, wooded landscape. Both properties would provide public access through trails, bridges, fishing platforms. See Appendix J for Proposed Trail System.

#### **Dog Run (South Side) – Partner with Town of Wilson to provide:**

- Parking off of S. 18<sup>th</sup> Street, also used for new Utility Corridor Trail
- Continue sidewalk from Creekside Park to Dog Park on west side



- Connection to Utility Trail
- Install new fence gate and asphalt entry area
- Provide shade structure, small shelter

**Art Green – Levitt AMP Area**

- Accessible walkways
- Food court
- Activity Area
- Shade structure
- Lighting
- Landscape
- Community Art

#### **4.4 Planned Future Parks and Open Space Facilities**

##### **Butzen Recreation Campus**

- Eight soccer fields
- Two soccer/football fields
- Trail system around the interior of the park
- Pathway connection to Utility Corridor Trail
- Trail Head and parking for Utility Corridor Trail
- Restrooms/shelter
- Concession stands
- Play areas
- Other park amenities including volleyball, basketball, picnic areas, landscaping and park signage
- Parking lots
- See Appendix I for site map

##### **Poth Property – Stahl Rd**

- Develop a portion of the land for a city tree nursery
- City maintenance building

##### **Fox Meadows Park - Moenning Road Property. This was dedicated the city.**

- Develop strategic plan for use of the park
- Develop site master plan
- Develop trail system
- Have the area logged by a professional logger
- Parking area

#### **4.5 Current Recommendations on Greenways and Trails**

##### **Butzen Athletic Complex**

- Pathway system encompassing the interior of the park
- Trail Head and pathway connector to the future Utility Corridor Trail.

##### **Camelot Dog Run**

- Pathway system encompassing the interior of the park.
- The Utility Corridor Trail may run through this park and out to Cty KK.

##### **Dog Park (South Side) Partnership with the Town of Wilson**

- Sidewalk connection along S. 18<sup>th</sup> Street.
- Pathway connection to the Utility Corridor Trail.
- Parking for Dog Park and Utility Corridor Trail.

##### **Evergreen/Maywood/JC Quarry Park**

- Paved pathway following the road around Evergreen Park.
- Continue improving and connecting hiking, mountain bike and ski trails.
- Provide maps for all trails and signage.

Shoreland 400 Trail, an off road asphalt pathway that runs north/south between Pennsylvania Avenue and North Avenue.

- Future connections to the south to Mead and north to County LS are planned.

##### **South Pier Trail**

- Continue off road paved trail from Indiana Avenue, south to King Park, along the shore of Lake Michigan.
- Acquisition of property or gain easement for this connection.
- Extended/floating pathway under 8<sup>th</sup> street bridge, on the south side, connecting S. Pier to the Highland House area.

##### **South Shore Park**

- Continue sidewalk or paved pathway from High Avenue, south along Lake Shore Drive to Ashland Avenue on the east side.

Taylor Drive Trail – Starts at Crocker Avenue and goes to Erie Avenue at Taylor County Park.

- Connection to Utility Corridor Trail along Taylor Drive.

Urban Rec Trail – Starts at Erie Avenue and goes east to the Lake Michigan and then north to Vollrath Park.

- Trail consist of on and off road pathways
- Continue to look for path connections to parks, schools and other points of interest.

**Utility Corridor Trail – Construction is scheduled for 2018**

- This trail will be an off road paved path and run from County Highway OK to Lakeshore Drive.
- A proposed trail head and parking area will be at the Butzen Park property.

**Willow Creek Preserve (Schuchardt Property)**

- Trail system within the park.
- Pathway connection to Taylor Drive Trail and Indiana.

**Weeden Creek Road**

- This is a high priority from S. Business Dr. to Lakeshore Drive.
- Pathway connection to current trail at S. 12<sup>th</sup> street.

**Green Way Ponds**

- Add viewing areas along the current trails.
- Improve accessibility to trails.
- Develop a trail system through the wooded area.

**Connect Lower Downtown to the South Pier District via a pedestrian bridge at Virginia Avenue.**

- As Sheboygan's South Pier peninsula is redeveloped into a vibrant commercial and residential neighborhood, this proposed bridge will provide a walkable line to Sheboygan's downtown employment and shopping district for the new residents of South Pier. It will also bring shoppers and needed pedestrian bike traffic into new development.

**Continue to Connect Existing Trails and Bike Routes**

- Please see the Sheboygan Trails and Bike Route Map. The map depicts the existing and proposed trails and existing and proposed on-street bike routes. Existing and proposed bridges both auto and bike/ped bridges are depicted on the map as well. The Sheboygan River makes bike and pedestrian travel more challenging. It is recommended that as each bridge is replaced over time, each is designed to accommodate bicycle and pedestrian traffic. In addition, a new bike/ped only bridge is recommended in three locations:

- 1) Virginia Avenue to the new South Pier District
- 2) A bridge connecting the east shore to the west shore/ Kiwanis Park

**Indiana Avenue**

- Installation of a Cycle track from 17<sup>th</sup> street to west to Taylor Drive.

**Wildwood River Trail - Area along the Sheboygan River, south of Wildwood Park from Kiwanis to Taylor Drive**

- Consider hiring a consultant to create a trail plan for the land along the north side of the river and south of Wildwood Park. Trail and acquisition projects along the river are excellent candidates for Stewardship Grants.

**Multi-Purpose Pathway Maintenance Plan**

- Design a 5 – 10 year maintenance plan for crack filling, sealcoating and replacing paved trails.

## **4.6 Capital Improvement Plan for 2016 to 2020**

### **General Recommendations**

#### **Accessible Restrooms**

- Retrofit all parks and park facilities to be disabled accessible, including shelters and restrooms. Restroom buildings are built or upgraded; they should be designed to be barrier-free and accessible to all park users.
- Adhere to 2010 ADA standards for accessible design.

#### **Playground Safety Surfaces**

- Cover surfaces directly under play equipment and a safe zone around the play equipment with a 10-inch to 12-inch layer of resilient safety surface. The City of Sheboygan's preferred safety surface is mulch and wood fiber playground chip.

#### **Park Acquisition**

- Acquire additional parklands as appropriate to meet current and future recreational needs per the recommendations of the City's Comprehensive Recreational Outdoor Plan.

#### **Trails and Greenways**

- Develop a citywide, barrier-free, multi-purpose trail system that connects city and county parks, and provides access to natural and cultural resources in the community and region. Cooperate with various transportation agencies to provide safe crossings at major street and highway intersections.

#### **Perform systematic routine maintenance of park facilities and equipment.**

- Play equipment
- Splash pads
- Courts and fields
- Benches and picnic tables
- Trail system
- Restrooms and shelters

Capital improvements to a park are the addition of labor and materials that improve the overall value and usefulness of that park. Capital improvements are designed and funded individually through segregated municipal funds. Routine maintenance, on the

other hand, is considered to be the repair and upkeep of existing park facilities, such as painting a shelter building. Routine maintenance of park facilities does not appreciably increase the value or usefulness of the park, and is traditionally funded through the park department's operations budget. Non-route maintenance of park facilities, such as upgrading a toilet facility to be barrier-free is usually considered to be a capital improvement.

Most projects can be easily identified and categorized, but some are difficult. When a project falls on the borderlines between a capital improvement and maintenance, the overall cost becomes the determinant. Projects with a high cost, such as for seal coating roads or parking lots, are categorized as capital improvements.

The capital improvements program for each park is a combination of several types of projects. These projects are ranked according to their importance and priority in the overall development of the park. Generally, capital improvements are ranked in the following manner:

- Improvements to Existing Facilities
  - Correct health and safety hazards
  - Upgrade deficient facilities
  - Modernize adequate but outdated facilities
- Installation of facilities as deemed appropriate and necessary through public demand (public meetings, Parks, Forestry Committee input, expected population growth)
- Development of new facilities as deemed necessary through comparison to NRPA park and recreation standards

Specifically, improvements to existing facilities rank the highest in the capital improvements program, while new facilities are usually ranked lower, according to their relative need in the park. Improvements that correct health and safety hazards are always the highest ranking priority. Improvements that are deemed necessary through comparison to natural park and recreation standards are usually ranked the lowest.

The facility cost estimates are for budget planning use only. The numbers are not intended as actual price quotes for facilities. An example would be \$45,000 for a playground. A community can choose to spend either much more or much less for a playground. An expansive playground with equipment for tots through early teenage children can cost much more. A tot lot with minimal equipment and a small swing set



can cost much less. This cost estimate was developed as part of a 5 year planning process. When the time comes to actually purchase the play equipment, the parks committee will need to decide on the amount and kind of equipment they wish to provide at a specific park and set the budget accordingly.

## **4.7 Policy Recommendations**

### **Planned Maintenance Program for Asphalt and Concrete Pavement**

Tennis Courts will need to be repaved, possibly rebuilding the base as well. This plan recommends a detailed inventory of paved trails, parking lots, basketball courts and tennis courts by completed. The inventory should include condition information on each paved site, followed by an asphalt surfacing plan to be developed and sites prioritized by use and conditions.

### **Undesignated Open Space**

The identification of Undesignated Open Space existing as a result of the lack of assignment of such open space to an officially designated function or purpose by the city, must be addressed. It is recommended that the City officially recognize each site and its designated purpose and at the same time assign the responsibility for the future development and maintenance.

## SECTION 5: PARK ACQUISITION AND DEVELOPMENT MECHANISMS

### 5.1 Ways to Increase Park Acreage

The City of Sheboygan accepts donations and occasionally purchases land for park and open space use. The two City Ordinances relating to park land acquisition are shown below.

#### Extracts from Chapter 74 Parks and Recreation

##### *Sec. 74-6 Donations.*

The department of engineering and public works shall acquire in the name of the city for park, parkway, boulevard or pleasure drive purposes, by gift, devise, bequest or condemnation, either absolutely or in trust, money, real or personal property or any incorporeal right or privilege. Gifts to the city of money or other property, real or personal, either absolutely or in trust, for park, parkway, boulevard or pleasure drive purposes shall be accepted only after they have been recommended by the department of engineering and public works to the common council and approved by the council by resolution. Subject to the approval of the council, the department may execute every trust imposed upon the use of property or property rights by deed, testament or other conveyance transferring the title of such property to the city for park, parkway, boulevard or pleasure drive purposes. (Code 1975, § 27-4)

##### *Sec 74-7 Purchase, lease and condemnation.*

Subject to the approval of the council, the department of engineering and public works shall buy or lease lands in the name of the city for park, parkway, boulevard or pleasure drive purposes within or without the city, and, with the approval of the council, shall sell or exchange property no longer required for its purposes. The city is authorized, upon recommendation of the department of engineering and public works, to acquire by condemnation in the name of the city such lands within or without its corporate boundaries as it may need for public parks, parkways, boulevards and pleasure drives. (Code 1975, § 27-5)

The City of Sheboygan Subdivision Code (Appendix C of the Municipal Code) addresses the preservation of shoreland, natural features and the dedication of park land acres to the city. The parkland dedication ordinance is discussed in more detail in the following sections.

#### Extracts from Appendix C of the Municipal Code of the City of Sheboygan

### ***6.1 Preservation of Natural Features.***

- A.** The Commission shall, wherever possible, establish the preservation of all natural features which add value to residential developments and to the community, such as large trees or groves, watercourses, beaches, historic spots, vistas and similar irreplaceable assets.
- B.** No tree, except if diseased or damaged, with a diameter of eight (8) inches or more as measured three (3) feet above the base of the trunk shall be removed unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the right-of-way of a street or alley as shown on the final plat, or unless such tree is within the buildable area as established by the yard requirements of the City Zoning Ordinance.

### ***6.2 Dedication of Lake and Stream Shore Lands.***

- A.** The Commission shall require in every plat abutting a natural river, or navigable stream, the dedication of the lake and stream shore lands to the public.
- B.** The dedication of said lands shall be determined individually for each subdivision based on the conditions existing for the land to be subdivided; included but not limited to such factors as topography, erosion rates, beach conditions, flood hazards and vegetation.
- C.** The land to be dedicated shall, wherever possible, extend one hundred (100) feet inland from the established high watermark.

### ***6.3 Dedication of Parks, Playgrounds and Other Open Space.***

Where a proposed park, playground or other public open space shown on the Official Map or the Comprehensive Plan of the City is located within a proposed subdivision, the subdivider shall dedicate said park, playground or other open space to the City or Other appropriate public body. Such dedication shall be at the rate of one (1) acre for each thirty-five (35) lots to be created within the subdivision. Where said park, playground or other public open space is larger in area than the required dedication, the addition required land shall be made available to the City for purchase at raw land value for a period extending one year from the date of approval of the final plat.

## **5.2 Parkland Dedication/ Fees in Lieu Of and Impact Fees**

### **Parkland Dedication Regulations**

Many communities have developer exactions for parkland acquisition and recreational facilities development. These exactions are designed to help a growing community acquire land for new park facilities to keep pace with new residential development. As residents move into a new subdivision, they place additional stress on existing park facilities. Developer exactions, agreed upon during the subdivision review and approval period, provide land or cash or a combination of both to the City to be used for the provision of park facilities for the new neighborhood.

The City of Sheboygan subdivision ordinance (Appendix C: Subdivision Code; Subsection 6.3, Dedication of Parks, Playgrounds and Other Open Space) establishes provisions for the dedication of land for parks if this proposed park has been identified in the Comprehensive Plan or Official Map. In instances where a future park has been forecast, current regulations required the subdivider to dedicate 1 acre/35 lots. Where the park in question is too large for the number of proposed lots, the subdivider must provide adequate land for municipal purchase up to the amount required for the planned park. To be in line with State Statutes, the land dedication required needs to be rationally related to the public needs. It seems this rational is already provided in the case of Sheboygan because of the connection of the dedication to the Comprehensive Plan.

### **Impact Fees**

Recent Wisconsin legislation (2005 Act 477) establishes new requirements for impact fees, essentially abolishing impact fee provisions unless a needs study is performed. Requirements include specific procedural requirements like requiring identification of specific projects to be completed as well as expending impact fee revenues within seven years of their collection.

Many communities collect “impact fees” at the time the building permit is issued for a new home. These impact fees can fund a variety of items including sewer and water construction, firefighting equipment, library facilities and park development. Regardless of what particular facility or service, the fee must be reasonably related to or somehow serve the new neighborhood. These fees go into a separate account to be spent on capital development of parks (or improvements to existing parks) to serve the new residents.

If the City of Sheboygan wishes to adopt an impact fee ordinance the City would need to develop a Public Facilities Needs Assessment that forecasts and quantifies the

collection of developer exactions. It is likely Sheboygan already develops a majority of the components necessary to justify impact fees. Examples include periodic capital improvement planning, population and household forecasting, and records related to current planning and zoning.

### 5.3 Grant Information for Park Acquisition and Development

The State and Federal government provides money to local governments for the acquisition and development of parks. It is important to note that most of the programs require that a local government submit to the WDNR a comprehensive outdoor recreation plan or master plan which has been approved by resolution by the submitting local government. By adopting the 2016 Comprehensive Outdoor Recreation Plan with a resolution, the City of Sheboygan has met the eligibility requirement for these grant programs until the year 2020. This section provides general information for many of the grant programs that may be used to acquire and develop local park facilities.

#### **Wisconsin Department of Natural Resources (Federal Programs)**

##### **Land and Water Conservation Fund (LWCF)**

This program allows up to a 50% grant through the Wisconsin Department of Natural Resources (WDNR). Funds can be used to develop outdoor park and recreational areas and their support facilities. Applicants compete on a statewide basis.

<http://dnr.wi.gov/aid/lwcf.html>

##### **Recreational Trails Act (RTA) Program**

This program allows up to a 50% grant for recreational trail projects through the WDNR. Funds can be used to development and maintenance of recreational trails and trail related facilities for both motorized and non-motorized recreational trail uses. Funds may be used in conjunction with funds from the state snowmobile or ATV grant programs and Knowles-Nelson Stewardship development projects.

<http://dnr.wi.gov/Aid/RTA.html>

#### **Wisconsin Department of Natural Resources (Stewardship Programs)**

##### **Knowles-Nelson Stewardships Program** <http://dnr.wi.gov/topic/stewardship/grants/>

###### ➤ Acquisition and Development of Local Parks (ADLP)

Funds can be used to acquire land for developing public outdoor recreation.

This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a regional basis.

###### ➤ Urban Green Space (UGS)

Funding is intended to provide open natural space within or in proximity to urban areas; to protect from urban development areas within or in proximity to urban areas that have scenic, ecological or other natural value; and to provide land for noncommercial gardening for the residents of an urbanized area.

This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources.



➤ Urban Rivers Program (UR)

The Urban Rivers program aims to restore or preserve the character of urban river ways through the acquisition or development of land adjacent to rivers. This program awards up to 50% of eligible project costs. The sponsor's portion must come from non-state sources. Applicants compete on a statewide basis.

**Wisconsin Department of Natural Resources (Other)**

**Recreational Boating Facilities**

This grant can be used to fund channel dredging, feasibility studies, improvement and repair of locks, navigation aids, rehabilitation, trash skimming equipment, weed harvesting equipment and other specified construction projects. The DNR provides cost sharing up to 50% for eligible costs.

<http://dnr.wi.gov/Aid/RBF.html>

**Surface Water Grants** <http://dnr.wi.gov/Aid/SurfaceWater.html>

➤ Lake Management Planning Grant

This grant can be used for the collection, analysis, and communication of information needed to conduct studies and develop management plans to protect and restore lakes and their watersheds. Projects funded under this subprogram often become the basis for implementation projects funded with the Lake Protection grants. There are two categories of lake management planning grants: small-scale and large-scale.

- Small-scale are projects intended to address the planning needs of lakes where education, enhancing lake organizational capacity, and obtaining information of specific lake conditions are the primary project objectives.
- Large-scale are projects intended to address the needs of larger lakes and lakes with complex and technical planning challenges. The result will be a lake management plan; more than one grant may be needed to complete the plan.

➤ Lake Protection Grants

This grant assists with the implementation of lake protection and restoration projects that protect or improve water quality. Habitat or the elements of lake ecosystems. There are four basic Lake Protection subprograms: Land/Easement Acquisition, Wetland and Shoreline Habitat Restoration, Lake Management Plan Implementation, and Healthy Lakes Projects.

- Land/Easement Acquisition grants are intended for the acquisition of property or property rights (easement) to protect lakes and their

ecosystems. Maximum funding amount is 75% of total project costs, not to exceed \$200,000.

- Wetland and Shoreline Habitat Restoration grants are intended to protect or improve water quality or natural ecosystem of a lake by restoring adjacent degraded wetlands or tributary to lakes. Shoreline habitat restoration grants are intended to provide financial assistance, including incentive payments, to owners of developed lake front lots to re-established riparian habitat. Maximum funding amount is 75% of total project costs, not to exceed \$100,000.
- Lake Management Plan Implementation grant provides financial assistance to eligible applicants that have completed a lake management plan to implement the plan's DNR-approved recommendations. Maximum funding amount is 75% of total eligible project costs not to exceed \$200,000.
- Healthy Lakes Projects grants are a sub-set of Plan Implementation Grants to fund increased installation of selected best management practices on waterfront properties within the burden of developing a complex lake management plan. Maximum amount funded is 75% of the total project cost, not to exceed \$25,000. Grants run for a 2 year time period.

➤ **River Protection Grants**

This grant is intended to assist in the formation of river management organizations and provide support and guidance to local organizations that are interest in helping to manage and protect rivers, particularly where resources and organizational capabilities may be limited. This grant program protects rivers by: providing information on riverine ecosystems; improving river system assessment and planning; increasing local understanding of the causes of river problems; and assisting in implementation management activities that protect or restore river ecosystems. The River Protection Grant has three subprograms: River Planning, River Management, and Land/Easement Acquisition

- River Planning grants are designed for collection, assessment and dissemination of information on riverine ecosystems, to assist in developing organizations to help manage rivers, to assist public in understanding riverine ecosystems, and to create management plans for the long term protection and improvement of riverine ecosystems. Maximum funding amount is 75% of the total project costs not to exceed \$10,000.



- River Management grants is a cost-sharing to assist in the implementation of management activities that will help protect or improve streams, rivers, and riverine ecosystems. Maximum funding is 75% of the total project costs not to exceed \$50,000.
- Land/Easement Acquisition grant is for the acquisition of all property rights (fee simple) or some property rights (easements) to protect rivers and their ecosystems. Maximum funding is 75% of the total project costs not to exceed \$50,000.

#### Urban Forestry Grants <http://dnr.wi.gov/topic/UrbanForests/grants/index.html>

These grants fall into three categories: Regular grants, startup grants and catastrophic storm grants.

- Regular grants are competitive cost-share grants up to \$25,000. Grants are to support new innovative projects that will develop sustainable urban and community forestry programs, not to subsidize routine forestry activities. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year.
- Startup grants are competitive cost-share grants of up to \$5,000. These simplified grants are available to communities that want to start or restart an urban forestry program. The project sponsor must initially fund complete project with cash, in-kind contributions and/or donations. Upon completion, the project sponsor requests reimbursement for 50% of eligible cost. Projects begin January 1 and must be completed within one calendar year. Only one startup grant may be awarded to an applicant per year.
- Catastrophic storm grants fund tree repair, removal or replacement within urban areas following a catastrophic storm event for which the governor has declared a State of Emergency under s. 323.10, Wis Stats. Grants range from \$4,000 to \$50,000. No local match is required for this grant program. Project must be completed within 365 days from governor's emergency declaration.

#### Urban Wildlife Damage and Abatement Control (UWDAC)

Funds help urban areas develop wildlife plans, implement specific damage abatement and/or control measures for white-tailed deer and/or Canada geese.

<http://dnr.wi.gov/Aid/UWDAC.html>

For information on other possible grant opportunities, please visit the DNR website at <http://dnr.wi.gov/aid/grants.html>.



# Park, Recreation & Open Space Master Plan Location Map City of Sheboygan



0 6 12 24  
Miles (Approx)





# Park, Recreation & Open Space Master Plan

## Existing Park System

### City of Sheboygan



## Legend

### Park Locations

- P1 - Arrowhead Park
- P2 - Burr Oak Park
- P3 - Charles Voight Park
- P4 - Cleveland Park
- P5 - Cole Park
- P6 - Creekside Park
- P7 - DeLand Park
- P8 - Rammer Playground
- P9 - End Park
- P10 - Evergreen Park
- P11 - Fountain Park
- P12 - Roosevelt Park
- P13 - Franklin Park
- P14 - King Park
- P15 - Grace Park
- P16 - Indian Mound Park
- P17 - Jaycee Park
- P18 - Kiwanis Park
- P19 - Lake View Park
- P20 - Manor Heights Park
- P21 - Maywood Park
- P22 - Moose Park
- P23 - North Point Park
- P24 - Northeast Park
- P25 - Pigeon River Parkway Dog Run
- P26 - Southside Bathing Beach
- P27 - Optimist Park
- P28 - Park Area
- P29 - Riverside Park
- P30 - Rotary Park
- P31 - Sheridan Park
- P32 - South Shore Park
- P33 - Southside Dog Run Park
- P34 - Veterans Park
- P35 - Vollrath Park
- P36 - Wildwood Harball Field
- P37 - Wildwood Rec Area
- P38 - Workers Water Street Park

### SASD Facilities

- S1 - Central Support Building
- S2 - Cooper Elementary School
- S3 - Early Learning Center
- S4 - Farnsworth Middle School
- S5 - Grant Elementary School
- S6 - Horace Mann Middle School
- S7 - Jackson Elementary School
- S8 - Jefferson Elementary School
- S9 - Longfellow Elementary School
- S10 - Madison Elementary School
- S11 - North High School
- S12 - Pigeon River Elementary School
- S13 - Sheridan Elementary School
- S14 - South High School
- S15 - Urban Middle School
- S16 - Wilson Elementary School

### County or State

- C1 - Taylor Park
- C2 - UW Ext. Sheboygan County
- C3 - Esslinger Park
- C4 - County "LS" Wayside





## Planned Bicycle Priorities: Sheboygan (North)

### Recommended Facilities by Priority Level

- High Priority
- Low Priority
- + Areas of Concern
- Existing Bike Lanes/Routes
- Existing Paved Shoulders
- Existing Multi-use Pathways
- Commercial Areas
- Parks / Open Space Areas
- Municipal Boundary

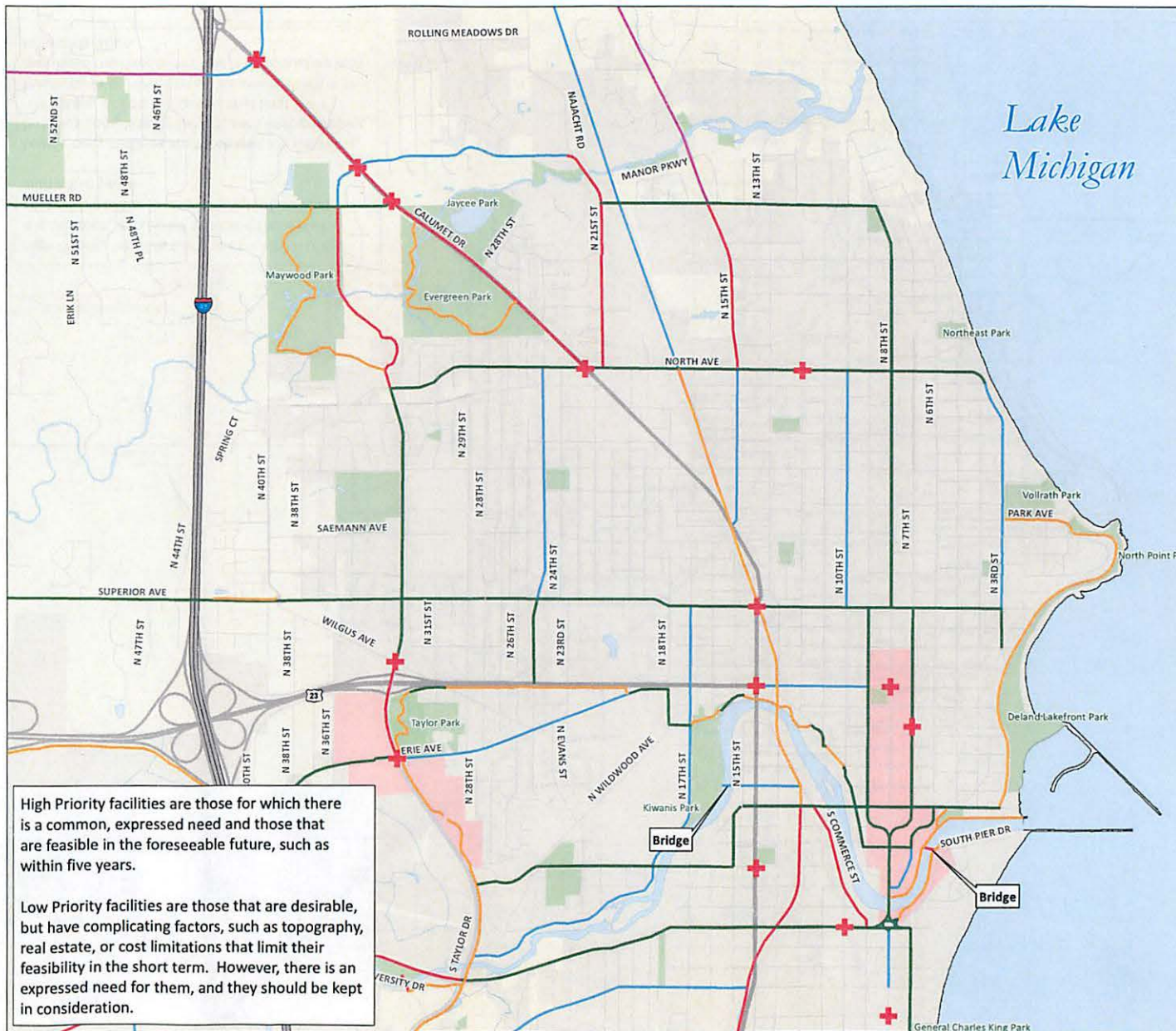
Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.



0 0.25 0.5 Miles



*Lake  
Michigan*



High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.

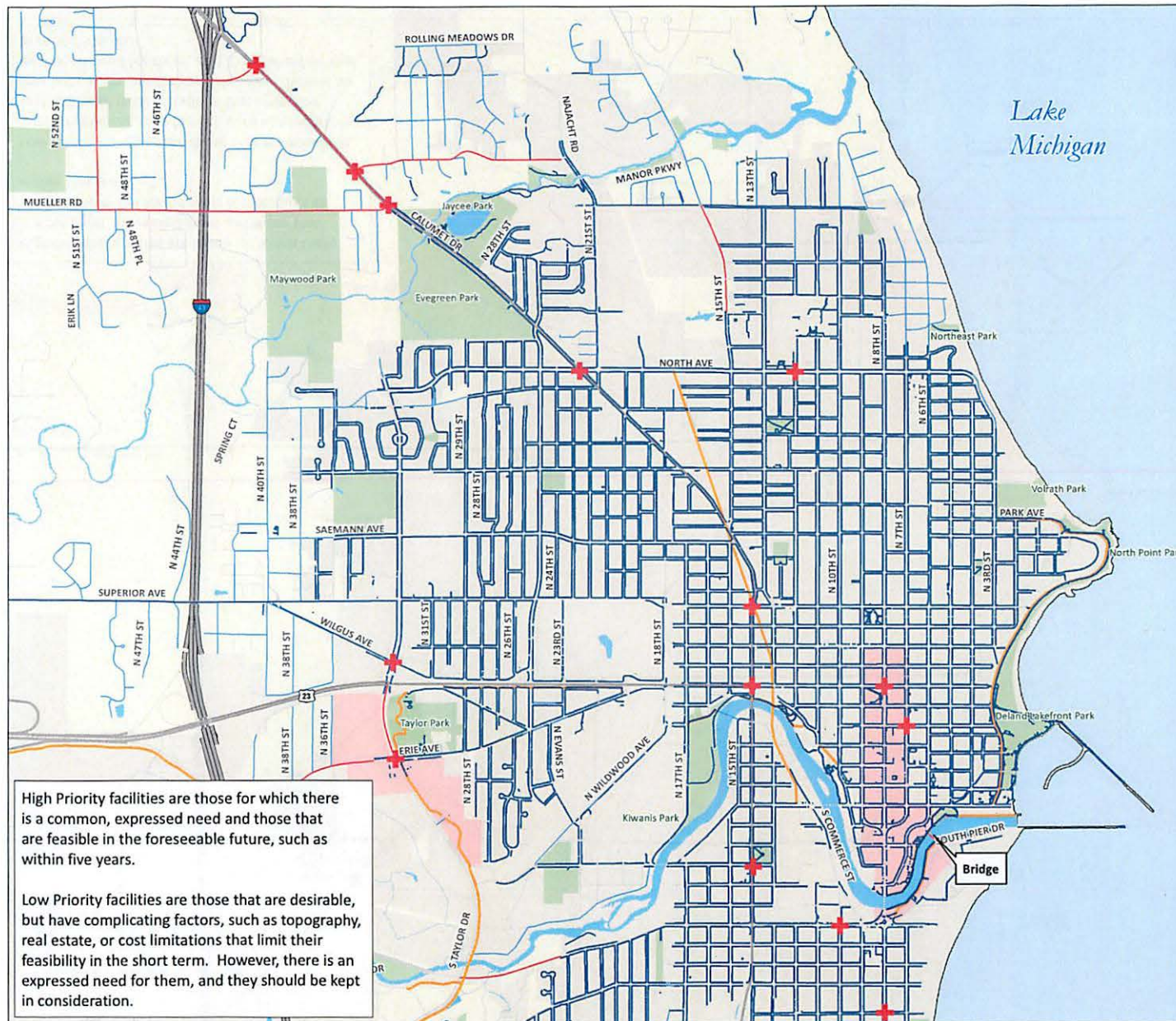
Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.



### Recommended Sidewalks by Priority Level

- Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.

Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.



0 0.25 0.5 Miles



## Planned Bicycle Priorities: Sheboygan (South)

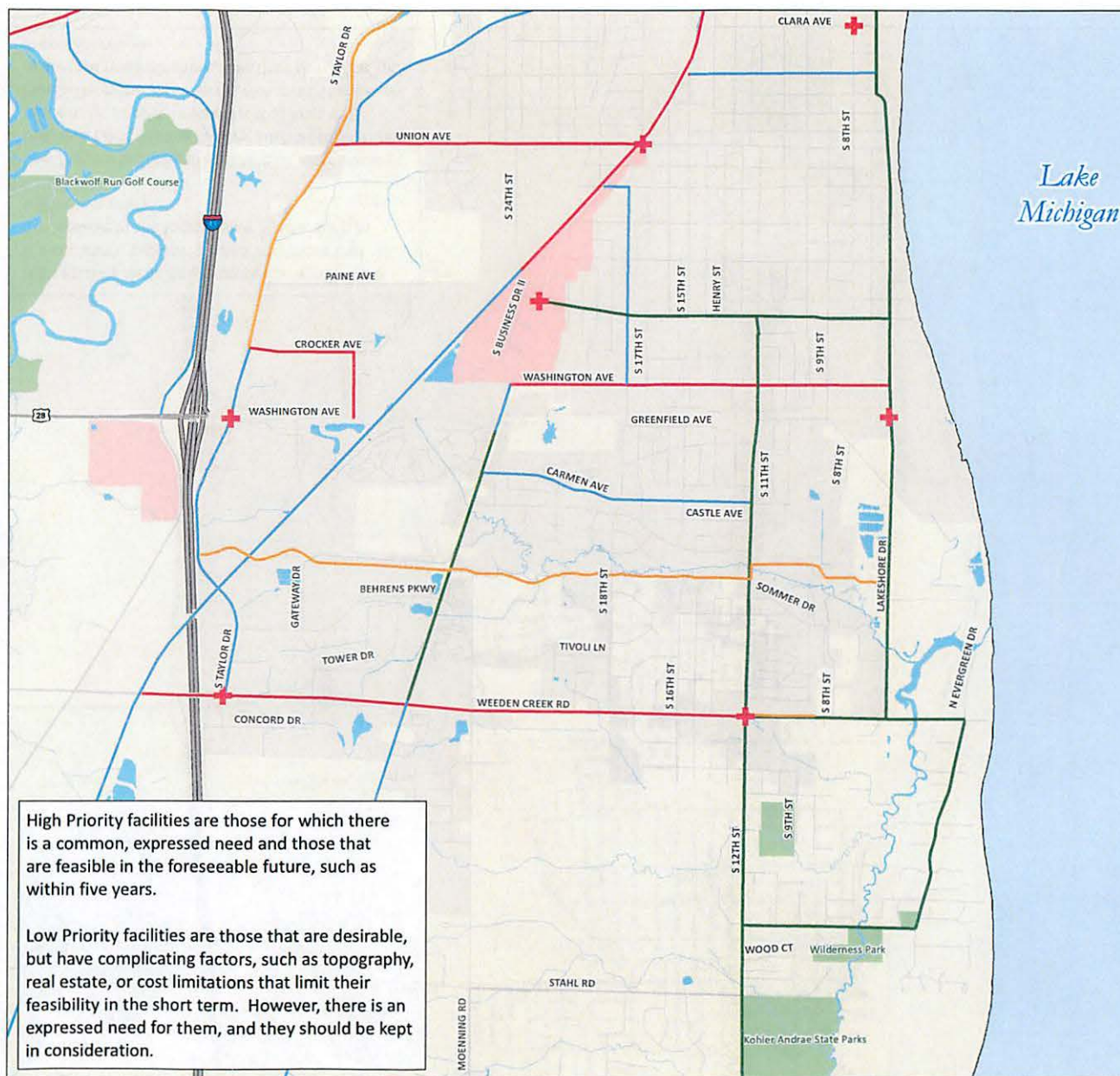
### Recommended Facilities by Priority Level

- High Priority
- Low Priority
- + Areas of Concern
- Bike Lanes/Routes
- Existing Multi-use Pathways
- Commercial Areas
- Parks / Open Space Areas
- Municipal Boundary

Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.



0 0.25 0.5 Miles





## Planned Pedestrian Priorities: Sheboygan (South)

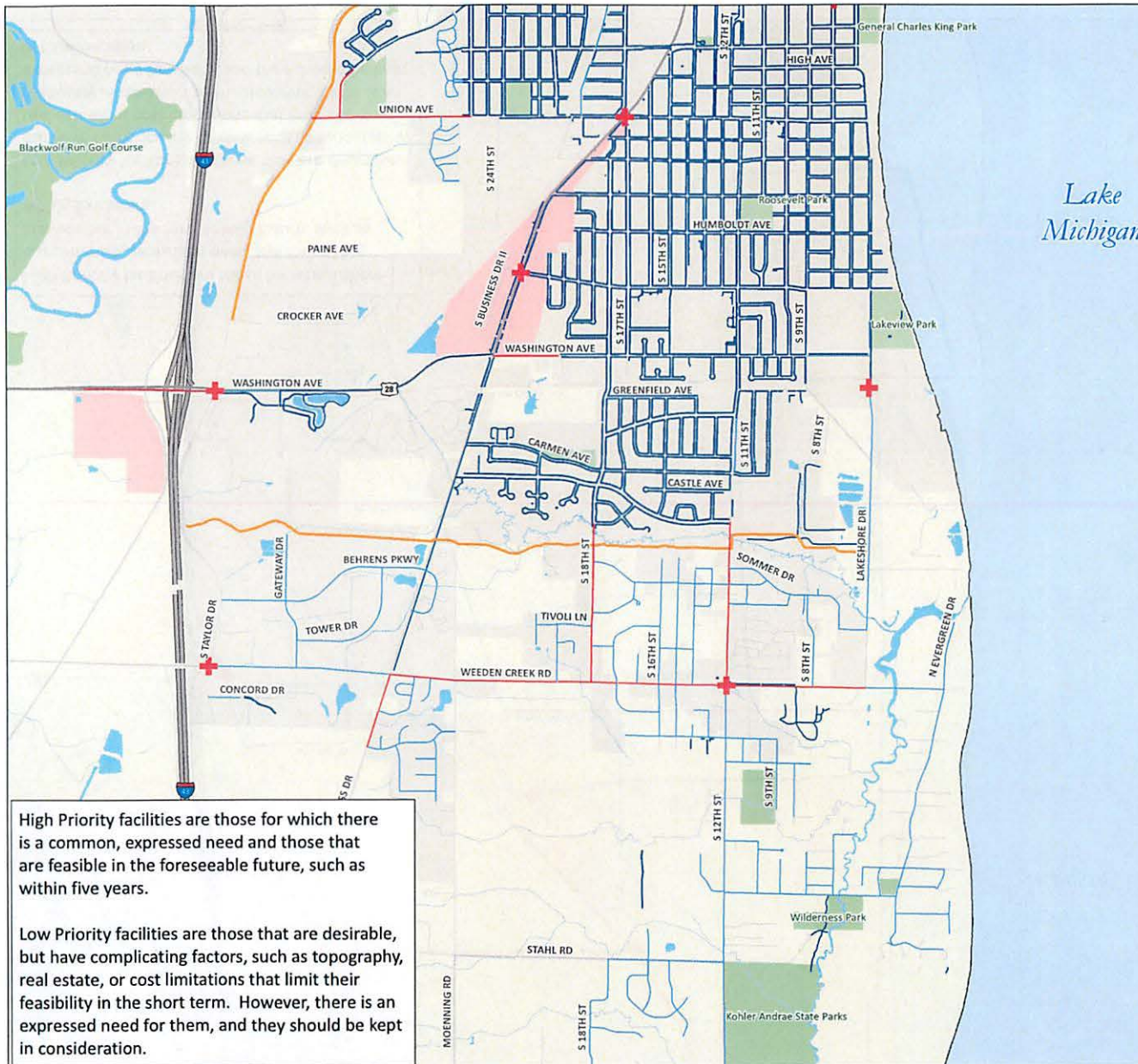
### Recommended Sidewalks by Priority Level

- High Priority
- Low Priority
- + Areas of Concern
- Existing Sidewalk
- Existing Multi-use Pathway
- Commercial Areas
- Parks / Open Space Areas
- Municipal Boundary

Areas of Concern target locations such as intersections where multiple crashes, speed, site distance, the amount of traffic are problematic, and/or there is a perceived issue.



0 0.25 0.5 Miles



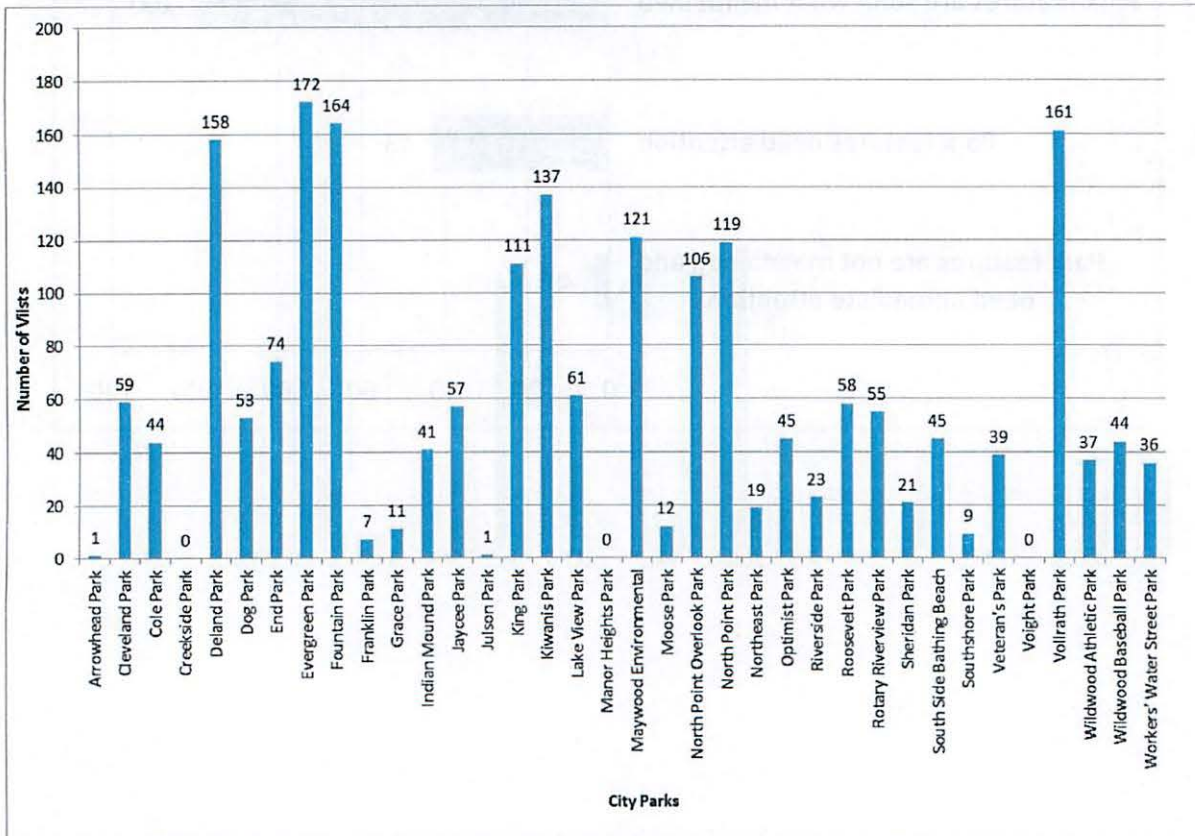
High Priority facilities are those for which there is a common, expressed need and those that are feasible in the foreseeable future, such as within five years.

Low Priority facilities are those that are desirable, but have complicating factors, such as topography, real estate, or cost limitations that limit their feasibility in the short term. However, there is an expressed need for them, and they should be kept in consideration.

### Online Survey Results

An online survey was available for residents from xxxx through xxxx which paper copies were available upon request. During that time we received 232 responses. Below you will see the questions and the responses received from the online participants.

**Q1: Which of the following City of Sheboygan Parks and open spaces have you visited within the last 12 months? Check all that apply.**

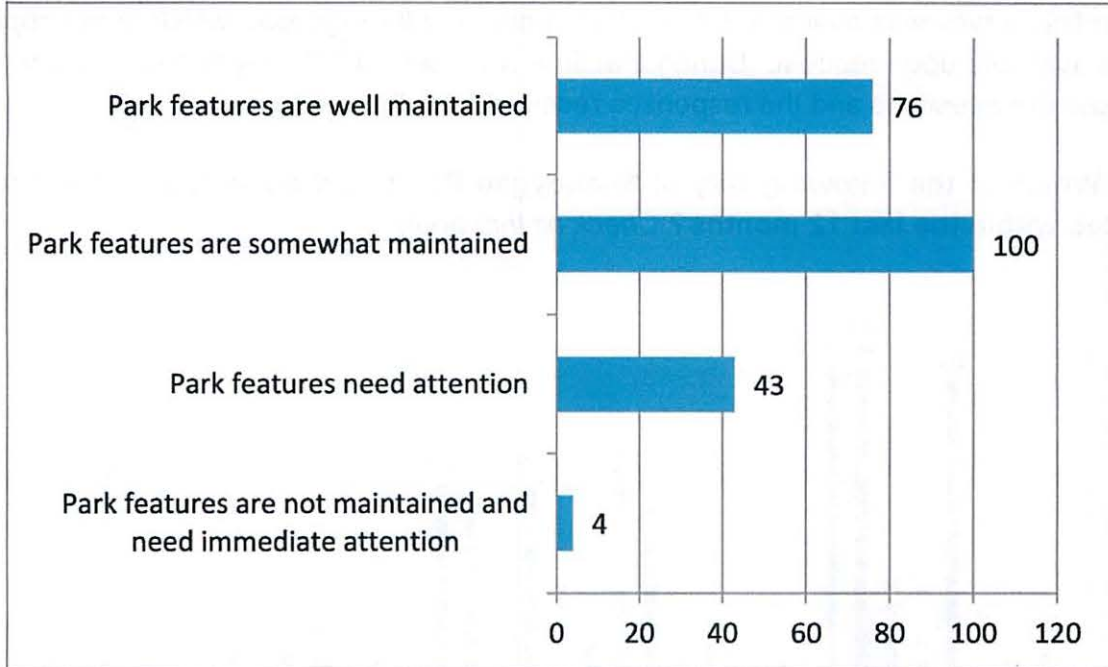


**Q2: How would you rate the appearance of our City Parks?**

Answer Options	Response Count	Response Percent
Attractive	79	34.05%
Somewhat Attractive	126	54.31%
Somewhat Unattractive	22	9.48%
Unattractive	5	2.16%
	<b>232</b>	
Skipped question	0	



**Q3: How well would you rate the quality of maintenance of our City Parks?**



**Q4: Identify the five most frequent outdoor activities that you have participated in during the last 12 months:**

Answer Options	Response Count	Response Percent
Walking	169	76.47%
Picnicking	90	40.72%
Playground	86	38.91%
Dog Walking	71	32.13%
Bicycling	70	31.67%
Hiking	65	29.41%
Unstructured Play	60	27.15%
Wildlife Viewing	52	23.53%
Swimming	37	16.74%
Jogging/Running	35	15.84%
Fishing	35	15.84%
Baseball/Softball	32	14.48%
Camping	30	13.57%
Soccer	25	11.31%
Kayaking/Canoeing	22	9.95%
Boating (lake access)	18	8.14%
Basketball	12	5.43%
Tennis	12	5.43%
Football	10	4.52%
Martial Arts/Tai Chi/Yoga	4	1.81%
Skating/Skateboarding	4	1.81%
NA	2	0.90%
<b>Answered</b>	<b>221</b>	
<b>Skipped</b>	<b>11</b>	
<b>Comments</b>	<b>34</b>	

**Q5: Following is a list of outdoor activities. For each please identify whether the activity is something you always, often, sometimes, or never do.**

Answer Options	Always	Often	Sometimes	Never Do	Response Count
Walking	106	78	37	2	223
Hiking	28	52	90	34	204
Taking a Child to a playground	42	58	69	37	206
Exercising your dog at a park	22	26	36	115	199
Bicycling	35	52	65	49	201
Picnicking	16	48	118	22	204
Play or watch baseball/softball	17	35	70	73	195
Play or watch soccer	11	22	37	121	191
Skateboarding	0	6	10	166	182
<b>Answered</b>					<b>225</b>
<b>Skipped</b>					<b>7</b>
<b>Comments</b>					<b>19</b>



**Q6: Identify the five most frequent type of public park facilities or amenities that you have used during the last 12 months:**

<b>Answer Options</b>	<b>Response Count</b>	<b>Response Percent</b>
Beach Area	113	51.36%
Bike/ Pedestrian Paths	101	45.91%
Playgrounds	97	44.09%
Picnic Areas	96	43.64%
Hiking Trails	86	39.09%
Open Space	62	28.18%
Areas for Unstructured Play	56	25.45%
Sports Fields (Baseball, Softball, Football, Soccer)	52	23.64%
Wildlife Viewing Areas	51	23.18%
Dog Parks	46	20.91%
Splash Pad	36	16.36%
Disc Golf	30	13.64%
Campgrounds	25	11.36%
Boat Ramps	22	10.00%
Fishing Access Points	20	9.09%
Tennis Courts	17	7.73%
Kayaking Access Points	15	6.82%
Swimming Pools	10	4.55%
Basketball Courts	10	4.55%
Skate Park	9	4.09%
Martial Arts/Tai Chi/Yoga	4	1.82%
NA	2	0.91%
<b>Answered</b>	<b>220</b>	
<b>Skipped</b>	<b>12</b>	
<b>Comments</b>	<b>13</b>	



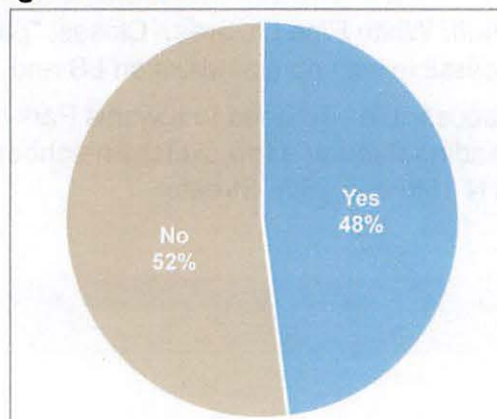
**Q7: Choose the statement that best describes the variety of parks and open spaces currently available within City limits.**

<b>Answer Options</b>	<b>Response Count</b>	<b>Response Percent</b>
City has an excellent mixture of neighborhood and community paks and open spaces serving the community.	68	31.05%
City has a good mixture of neighborhood and community parks but has some needs.	115	52.51%
City needs to address the variety of neighborhood and community parks and open spaces serving the community.	31	14.16%
City has poor mixture of neighborhood and community parks and open spaces serving the community.	5	2.28%
<b>Answered</b>	<b>219</b>	
<b>Skipped</b>	<b>13</b>	
<b>Comments</b>	<b>26</b>	

**Q8: Identify the three most important public park facilities or amenities that you think Sheboygan needs or needs more of:**

Answer Options	Response Count	Response Percent
Swimming Pools	63	29.44%
Lighting	61	28.50%
Bike/ Pedestrian Paths	58	27.10%
Playgrounds	42	19.63%
Landscaping	39	18.22%
Hiking Trails	36	16.82%
Dog Parks	36	16.82%
Picnic Areas	31	14.49%
Wildlife Viewing Areas	27	12.62%
Splash Pad	22	10.28%
Areas for Unstructured Play	20	9.35%
Campgrounds	20	9.35%
Sports Fields (Baseball, Softball, Football, Soccer)	20	9.35%
Open Space	18	8.41%
Beach Area	17	7.94%
Kayaking Access Points	17	7.94%
Fishing Access Points	15	7.01%
Tennis Courts	12	5.61%
Skate Park	11	5.41%
Volleyball Courts	9	4.21%
Disc Golf	8	3.74%
Boat Ramps	6	2.80%
Basketball Courts	6	2.80%
Martial Arts/Tai Chi/Yoga	2	0.93%
<b>Answered</b>	<b>214</b>	
<b>Skipped</b>	<b>18</b>	
<b>Comments</b>	<b>24</b>	

**Q9: Would you like to see more small parks (pocket parks) dispersed throughout the City's residential neighborhoods?**





**Q10: If you live in the City limits, do you have a park easily accessible to where you live? If not, what area of the City do you live in?**

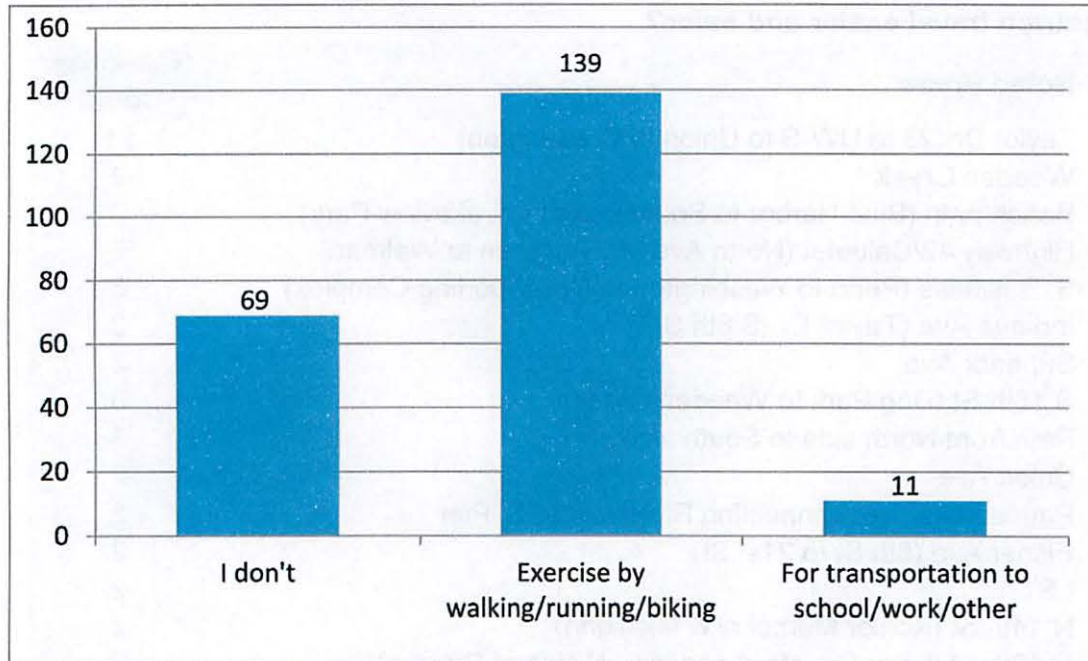
**Out of the 150 survey takers that answered: 132 of them had a park in near vicinity to their homes, 16 did not and 2 stated it was not applicable.**

Below are the areas that were noted:

- 1) 27th and Center. No public park space within walking distance. Erie Avenue has no sidewalks on south side of street. Sidewalk on north side of street is in very poor condition and narrower than current city specs.
- 2) Sommer Drive -no playgrounds within walking distance.
- 3) No. We live near Done Caans. The only park within good walking distance is the dog park. We use that, but there is no playground. The closest is optimist, which is pretty far.
- 4) Far north side
- 5) Not for grade school & up kids. Parkwood Blvd. area
- 6) No, we live on the south. Sunnyside area
- 7) We do not have a Park. Live at 15xx Michigan Ave
- 8) No. Pineview Heights (North Field Drive)
- 9) We live between Kohler Memorial and Superior Ave. Closest parks are all near busy roads. Near St. Nick
- 10) Not that close, End Park is the nearest. We are on National Ave between 8th and 9th St.
- 11) Southside
- 12) North Flats Neighborhood
- 13) No. Fairway Drive
- 14) No. We are in Pine Bluff/ White Pine Ln. area. Closest "park" is Pigeon Rover School, and not easily accessible with no sidewalks on LS and on N 21st St.
- 15) I wouldn't say easily accessible. To head to Kiwanis Park means crossing some pretty busy streets and heading through a few sketchy neighborhood blocks. We live on Superior Ave between N 15th and 16th Streets.
- 16) Weeden Creek Rd

<b>Answered</b>	<b>150</b>
<b>Skipped</b>	<b>82</b>

**Q11: How do you use the Bike/Pedestrian Paths in Sheboygan?**





**Q12: Is there an area within the City that needs a trail or sidewalk to make pedestrian travel easier and safer?**

Noted Areas	Response Count
Taylor Dr (23 to UW-S to Union to Washington)	21
Weeden Creek	9
Beach path (Blue Harbor to South Beach to Lakeview Park)	7
Highway 42/Calumet (North Ave to Evergreen to Walmart)	5
S. Business (Penn to Washington to New Sporting Complex)	5
Indiana Ave (Taylor Dr -S 8th St)	3
Superior Ave	3
S 18th St (Dog Park to Weeden Creek)	3
Path from North side to South side	3
Union Ave	2
Path across river connecting Riverfront to S. Pier	2
Eisner Ave (8th St to 21st St)	2
LS	2
N 14th St (Kohler Memorial & Michigan)	2
N 40th St (Lake Country Academy -N side of Culvers)	2
All of them	2
Erie Ave	1
Mill Rd to 21st to Eisner	1
Washington St (S 18th to S Business Dr)	1
Wilgus	1
Path on South side of City	1
Path along Sheboygan River to Falls	1
Path to Oostburg	1
Plank Rd Trail to Lakefront	1
Path with few major crossings and with water view	1
N 15th St (Piggly Wiggly area)	1
S 12th St (Carmen Ave to Weeden Creek)	1
Everywhere	1
NA	25
Yes but I can recall at this time	3

Noted Repairs
N 6th Street sidewalks between Niagara & Superior
Union Ave sidewalks don't have ramps at crosswalks
Sidewalks throught the City need repair
Walkway steps from Swift Rd to Lakeshore Dr (rocks are loose)

### Suggestions/Concerns

Parking lot at South side dog park

Broughton Dr Trail -Pedestrians only. Bikes go too fast

All streets should have sidewalks

Downtown -vehicles are not mindful/ patient of pedestrians or bikes

Sidewalks not shoveled -Washington Ave & S. Business Dr (Shopping Center) and Erie Ave/ Kohler Memorial Dr bridge and crosswalks

**Q13: Identify all facilities or amenities you think are adequately available in Sheboygan:**

Answer Options	Response Count	Response Percent
Beach Access	136	73.12%
Sports Fields (Baseball, Softball, Football, Soccer)	123	66.13%
Playgrounds	117	62.90%
Picnic Areas	113	60.75%
Boat Ramps	100	53.76%
Areas for Unstructured Play	98	52.69%
Basketball Courts	84	45.16%
Fishing Access Points	83	44.62%
Tennis Courts	81	43.55%
Open Space	73	39.25%
Bike/ Pedestrian Paths	71	38.17%
Wildlife Viewing Areas	55	29.57%
Hiking Trails	52	27.96%
Volleyball Courts	46	24.73%
Campgrounds	26	13.98%
Swimming Pools	13	6.99%
<b>Answered</b>	<b>186</b>	
<b>Skipped</b>	<b>46</b>	
<b>Comments</b>	<b>15</b>	

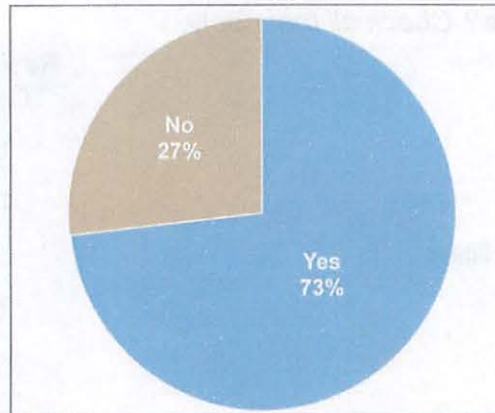


**Q14: Do you believe it is very important, somewhat important, somewhat unimportant or very unimportant for the City to undertake the following tasks over the next few years?**

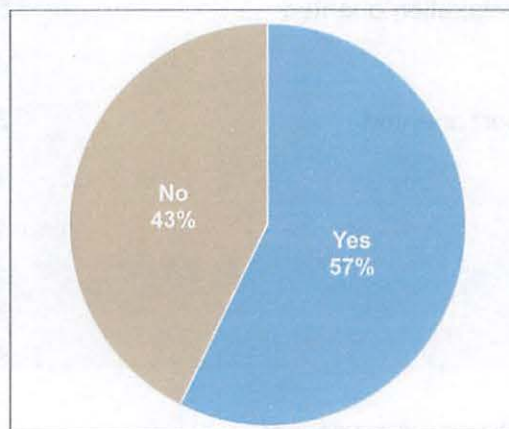
Answer Options	Very Important	Somewhat Important	Somewhat Unimportant	Very Unimportant	Response Count
Acquire land for parks/ recreational facilities	54	90	51	16	211
Acquire land to protect open space and natural resources	92	74	33	12	211
Increase resources for park maintenance	95	91	26	1	213
Increase education about parks & open space to young people	72	95	35	10	212
Increase parks and open space volunteer opportunities	65	104	35	5	210
Diverse recreational options for all ages and ability levels	105	80	19	5	209
Improve public access and parking to parks and rec facilities	63	88	51	6	208
Provide more multi-use trail networks throughout the city	89	71	39	11	210
<b>Answered</b>					<b>214</b>
<b>Skipped</b>					<b>18</b>



**Q15: Do you feel safe in the City of Sheboygan's Parks?**



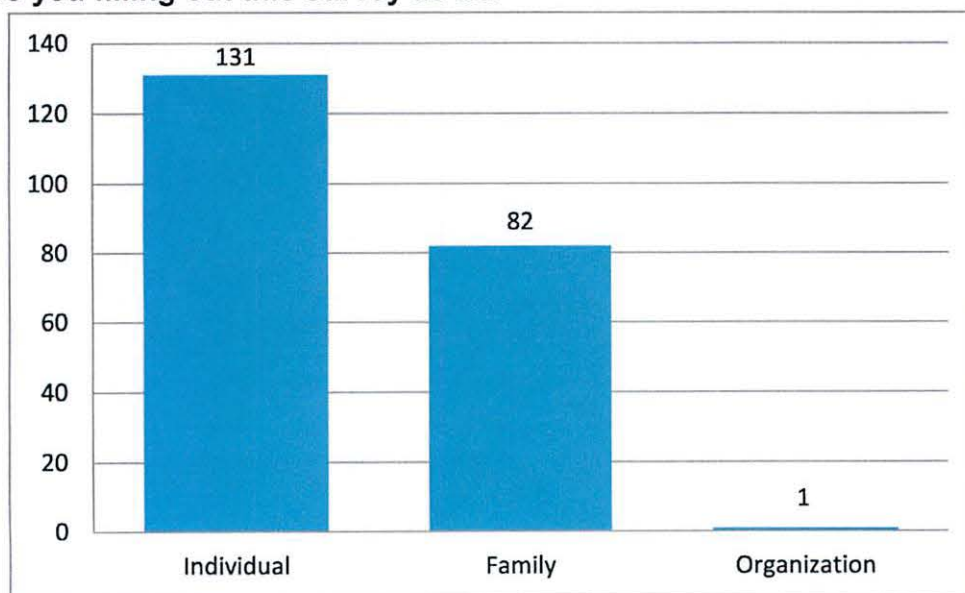
**Q16: Do you feel that the City does a good job of informing the public about our parks and their rules?**



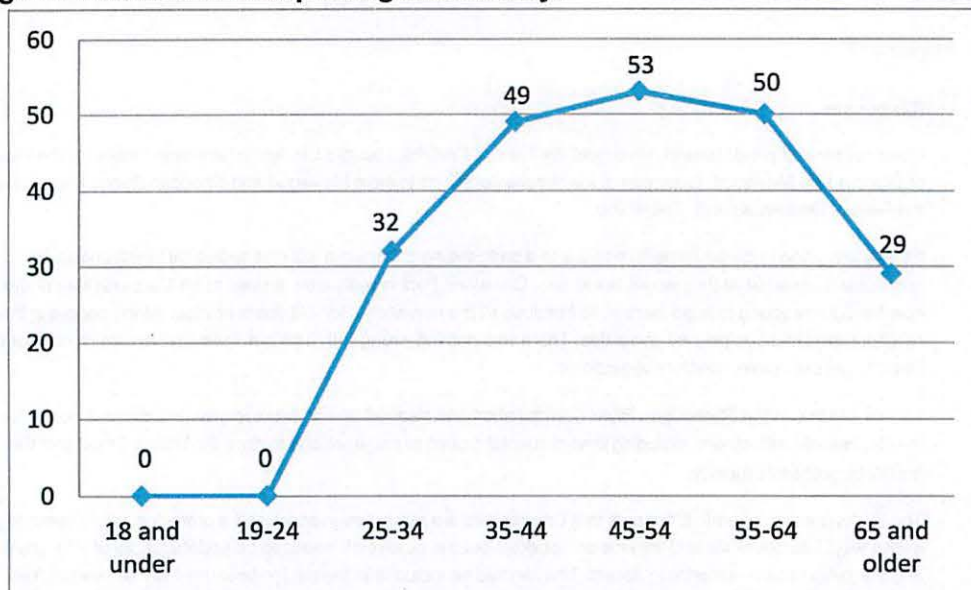
**Q17: What changes, if any, would you and members of you households like to see in Sheboygan's Parks? Check all that apply.**

Answer Options	Response Count	Response Percent
Improve lighting	108	50.94%
Improve maintenance	100	47.17%
Improve existing park facilities	99	46.70%
More trails/ paths	84	39.62%
Improve landscaping	74	34.91%
Improve or add programs and special events	67	31.60%
Improve public safety	64	30.19%
Address dog owner's needs	58	27.36%
More passive facilities -relaxation oriented	50	23.58%
Improve dog control	44	27.75%
More active facilities -sport oriented	32	15.09*%
Improve access	20	9.43%
No change needed	12	5.66%
<b>Answered</b>	<b>212</b>	
<b>Skipped</b>	<b>20</b>	
<b>Comments</b>	<b>36</b>	

**Q18: Are you filling out this survey as an:**



Q19: Age of individual completing the survey:



## Q20 Additional Comments

Answered: 49 Skipped: 183

#	Responses	Date
1	I love nature and green spaces. I live near the Field of Dreams. I bought this home here specifically for the Field of Dreams and Maywood. I was part of the successful efforts to save Maywood and Sheridan Parks. Please save the Field of Dreams as well. Thank you.	3/10/2015 11:28 PM
2	If there are going to be equipment changes to a park, the neighbors in a 1/2 mile radius (at least) should be notified and asked what they would like to see. Cleveland Park is a disaster. It used to be filled with kids under 5, now hardly any young kids go there at all because all the new stuff is for 7/8 years or older. Many people in the neighborhood has complained about this. There was nothing wrong with it before. It would have been nice for the Dept. to get our opinion and/or suggestions.	3/10/2015 9:34 PM
3	I would like to see the Sheboygan River Corridor shoreline cleaned up and provide greater access. I would like the City partner with others, including environmental groups to preserve and restore the Willow Creek and the former Schuchardt property.	3/10/2015 2:48 PM
4	The Parks are nice overall. It appears that City workers are rarely see in parks and a presence would seem to go a long way. I do not skate and my kids do not skate but the skate park needs to be updated. Lots of kids use this and they should have something decent. They should be included in the design because they know what they want or need. Need to update the basketball support structures so you can actually make a basket. Time to get rid of double rims, steel nets, massive supports, etc. Lots of people play Frisbee golf - keep those areas maintained. Street medians and sidewalks need to be maintained - weeds are not landscaping. There appears to be less of a focus on maintaining these highly visible areas that leave an impression on both citizens and visitors - impressions about Sheboygan. The fire pits at Deland are a good idea - maybe consider expanding on that at other beaches. The surfing and kite surfing are cool yet there appears to have been no consideration of what their needs may be. Those are opportunities to add certain amenities that will attract more people to this area for those recreational opportunities. Still think the City has a real opportunity to make the Sheboygan River area by S. Taylor Drive and Indiana Avenue more of an attraction or nice spot to hangout and take in the nature - fishing, kayaking, wildlife viewing, biking, etc. With the bike trail going on Taylor this seems like a real natural place for a nice trail head structure of some type. Need to take in consideration ice dams and flooding. Create a whitewater rapids area in the Sheboygan River for Kayakers (see Charles City, Iowa and Wausau, WI). This was created and is not natural. <a href="https://www.youtube.com/watch?v=O8OQcrshjcl">https://www.youtube.com/watch?v=O8OQcrshjcl</a> <a href="https://www.youtube.com/watch?v=KzFT032P7-g">https://www.youtube.com/watch?v=KzFT032P7-g</a> The greenspace area south of the parking circle at the end of S. Pier Drive by Blue Harbor is a real opportunity. It is boring greenspace right now. Create a cool garden or landscape area with a gazebo. Maybe local landscapers could be given small areas or plots showing off their products and what they can do. Would be a great addition and a very natural spot for photography opportunities (weddings, activity, the lake, etc.). This space should be way better. It would be nice to see more art in the community. Partner with JMKAC and gets some nice artists pieces in the parks, street medians, etc. - similar to the successful chance you took with the artists drawings on public structures. Create a beer garden in the a park. Need to be creative in obtaining money and volunteers to help make some of these nice thoughts reality. Good luck!	3/5/2015 9:34 AM
5	all in all I think the city does a good job on our parks. I would like to see a few improvements in the south side dog park but I am just happy we got a decent place to run our dogs. I wish the people of this city would pick up after there dogs at this park. could we as citizens volunteer to do work in the dog park.	3/2/2015 9:23 PM
6	A summer vending snack with hamburgers and brats near North Side Beach would do well and bring more people out. The extensive city authorized graffiti on the North Side Beach bath house should be removed ASAP.....it is an eye sore and much better intended for an inner city neighborhood. The artists that created this "art" had no idea what type of place Sheboygan is.....they had no clue what would work well on that special location.....it is better suited for a near North Side Chicago Bathhouse. In Sheboygan, what works well is artistry that embraces nature.....residents of Chicago that come to use our North Side Beach are met with this eyesore. The simple 2 color patterns on the top sidewalk area are reasonable, but the walls are truly graffiti. Please find a way to repair this ASAP before more graffiti is spun around town. The way to inspire higher ideals is not to lower ones' standards. This includes art.	2/27/2015 7:16 PM

7	I walk my dog daily, often on lakefront paths. During the winter, however, we tend to avoid the paths on the lakefront because the salt used on the trail is not pet safe, and invariably, salt will get in my dog's paw pads and cause him pain. It's just my opinion as one person, but I can imagine that other pet owners would appreciate the city using pet-safe salt on walking trails and sidewalks.	2/23/2015 12:26 PM
8	Allowing the corporate giant, Aurora the ability to dictate how our land is being used will be taking away a nearby park as well as the natural beauty of the proposed location. As the old song goes: They paved paradise and put up a parking lot.	2/21/2015 6:01 PM
9	It would be nice to have an outdoor pool in the community.	2/21/2015 4:21 PM
10	I would like to see more Trash cans along the bike trail in the city. The parks cleaner. Lakeview park beach is unsafe for pets and family. It's so full of trash all the time. More police presence at the parks or just more officers on our streets in general!	2/21/2015 3:55 PM
11	Sheboygan is in a beautify area, with the lake to the east and ample open farmland surrounding to the north, west and south. We could (and should) be a haven for wildlife as well as human life.	2/21/2015 3:04 PM
12	I like the splash pads and parks, I think the city does a nice job with that.	2/21/2015 2:53 PM
13	Sheboygan has a lot of really nice parks, but I have noticed the grass doesn't get cut as often and upkeep seems to be lagging. I realize there have been budget cuts and we have had to cut back, but I hate to see the parks get any less attention than they do now.	2/19/2015 7:29 PM
14	Great idea doing the survey.	2/19/2015 2:27 PM
15	I hope you really listen to the people on this survey. We don't need 'new' parks - but give us better facilities at the parks we do have - AND KEEP THE PARKS YOU HAVE!!!!	2/19/2015 12:29 PM
16	The bike paths painted on the roads seem pointless and unsafe. It would be nice to have true bike/pedestrian paths for access around city. Just ideas —I think Sheboygan does a great job with its parks	2/19/2015 11:54 AM
17	I would love to see a public swimming facility in Sheboygan. The lake is too cold for small children, splash pads are boring for older kids, and there really isn't much else to do around here.	2/19/2015 9:44 AM
18	I do not get to many of the parks, but I have noticed that our small local park is geared more for school aged children and, except for some toddler swings, the equipment is awfully difficult for litter children to navigate. As equipment gets replaced or additions are made I would like to see a wider age group targeted.	2/19/2015 8:37 AM
19	DONOT SELL FIELD OF DREAMS. Aurora has enough money to build anywhere. Stop taking away our already beautiful green space for big business. Don't build anymore retail space until you fill what is already built. We want peace and calm that is better for our health than another business complex on our green spaces.	2/19/2015 7:48 AM
20	I would also like to add that I totally think the new field of dreams, aurora issue is a wonderful idea and opportunity for the city youth, not only for newer facilitys but as well as a decent football field area for the kids. I have had boys in the youth football program and the conditions at Kiwanis are not ideal for the program. Also, I live very close to the field of dreams, and while I do enjoy watching the little kids play, the parking and such is not ideal. I use geele ave on a daily basis, and w/people parking in the crosswalks, parking in the 'do not park til corner" areas, this area is just an accident waiting to happen. People continually do u turns and there are constantly kids running out between cars w/no parental supervision on geele ave. It amazes me that there has never been any serious accident at that area. I think the city would be smart to move it to a more secure safe area for all involved, especially the kids	2/19/2015 7:02 AM
21	We have some great parks that just need to be revitalized. Some new sand in the sand boxes, fresh wood chips and too bad there isn't a way to heat up the water at the splash pad a little with a solar panel or something to keep the cost down. (It can be a bit too cold for toddlers).	2/18/2015 10:32 PM
22	Using the Schucardt Farm land as a park or conservancy should be a priority for the city! This is a gem that should not be developed.	2/18/2015 3:43 PM
23	The park on Eisner and 8th street could use some work for a playground	2/18/2015 2:37 PM

24	Sheboygan has a wonderful park system for the enjoyment of all ages. The parks and recreational space have been created for that reason and hopefully not for commercial development such as medical facilities. I have lived in Sheboygan for 60 years and have seen many improvements and would like to see green space within the City remain for future generations to enjoy.	2/18/2015 1:17 PM
25	Can we do something to use the parks more in the winter? What happened to skating rinks at the parks? check out the parks in Sheboygan Falls. They are great. I leave sheboygan and take my son there a lot in the summer.	2/18/2015 1:05 PM
26	Overall, I am very pleased with the park facilities available in Sheboygan. I am however unhappy with the park in my own neighborhood because of past experiences.	2/18/2015 12:05 PM
27	The City of Sheboygan needs be more creative in how they acquire funds for supporting our parks. Government funding is drying up, so maybe we need to seek sponsorship from businesses to beautify the park system. Ideas: Creating attractions in the smaller parks, like a public rose garden (corp. sponsorship) or hosta garden or art in the park by eastern WI artists. Maybe even expand Brat Days to some of the smaller parks like it was way back when. How about car shows? Display cars in multiple parks, so folks have to travel around the city and experience something different. Many clubs look for service projects to do. Have some of the clubs adopt the parks to help beautify and do a little extra maintenance that the city doesn't have time to do. What about the garden clubs and master gardener students?	2/18/2015 11:08 AM
28	Always loved skate rinks back in Minnesota and I've seen some really nice ones around the main city square up in Wausau.	2/18/2015 10:55 AM
29	Would like to see improved baseball facilities on the south side	2/18/2015 6:27 AM
30	The playground areas are also lacking in adequate amounts of cushion/safety materials.	2/17/2015 10:40 PM
31	Thank you for providing us with this opportunity. We hope that our voices will be heard and that money will be budgeted for the improvement of the parks system	2/17/2015 9:56 PM
32	Sheboygan needs a fenced in dog run on the north side of town. I respect the leash laws and would love a place to take my dog where he can run free that is not all the way across town.	2/17/2015 9:09 PM
33	I am amazed the the quality of our parks with the small budget available to that Department.	2/17/2015 8:36 PM
34	Keep the Field of Dreams	2/17/2015 8:31 PM
35	I love Sheboygan and I love to spend time outside during all seasons. If I could pick only one thing to improve it would be the roads - it has gotten to the point where I feel I have to put my good bike on the back of the car and drive to a trail-head in order to ride my bike. I know that this is probably out of your control, but please pass the word along. Thanks!	2/17/2015 8:02 PM
36	None	2/17/2015 8:01 PM
37	The parking by End park could be addressed. If you are a resident coming out of the alley onto Los Angeles, it is hard to navigate b/c people park on both sides of it & in front of the alley exit on the south of it. So if you're coming out of the alley, there is a car in front of you, to the right & left of you & you have to squeeze through praying you don't hit anyone. It would be nice to have "No Parking" on one side or by our alley between Elizabeth & 12th. In the winter it's even worse b/c of the snow taking up space on the roads. It is also hard to see kids when it's heavily parked. Safety is a concern.	2/17/2015 7:37 PM
38	I'm betting this survey is being taken in order to justify the purchase of ten (10) new light bulbs for Vollrath park, then the city fathers can thump their chests and proclaim "See..we improved the parks!". Stop wasting time and money with silly surveys and use common sense, cut/trim the lawns and bushes, replace/repair lighting and fixtures as needed. This cities public area's are beginning to look like it's owned by an out of town slumlord...and you all wonder why we cannot get people to visit or companies to locate here.	2/17/2015 6:57 PM
39	PLEASE KEEP FOOD TRUCKS AWAY FROM OUR RESIDENCES AWAY FROM PARKS WITH PICNIC TABLES AND FRYER GRATES.....KEEP OUR PARKS QUIET AND PEACEFUL.....PLEASE	2/17/2015 6:39 PM
40	Thank you for asking the Sheboygan citizens for our opinions.	2/17/2015 6:21 PM
41	Like all the parks. although I don't use all of them due to physical limitations, I do believe we need to get more young people out and about playing in parks. Keep them healthy and ou of trouble	2/17/2015 5:24 PM

42	Optomist Park needs more improvements. The playground area should be expanded as this is the only park in the area. Also, a public swimming pool somewhere in the city would be a great addition. The splash pad on water street is nice but too small	2/17/2015 5:13 PM
43	Thank you for your hard work. Sheboygan is a nice city to live in and raise young children.	2/17/2015 2:30 PM
44	With recent cutbacks in funding for Municipalities it is evident in the quality of care and attention to detail that CANNOT be given to the Parks and Boulevards and Tree Trimming.	2/17/2015 8:52 AM
45	The Field of Dreams is a space that is always accessible to the public. It would be wrong to allow medical buildings to be built on this space. The fancy new sports complex will not have the same level of public access if it is to be controlled by the select soccer and football clubs.	2/17/2015 5:13 AM
46	Save the Fieldof Dreams	2/17/2015 1:40 AM
47	Save the Field of Dreams for future generations!	2/16/2015 11:27 PM
48	Has anyone noticed the condition of Sheboygan's STREETS?? Whatever money you plan on spending on the parks would be better spent fixing any of the streets!	2/16/2015 6:40 PM
49	Thank you for taking the time to ask about our parks!	2/16/2015 6:14 PM

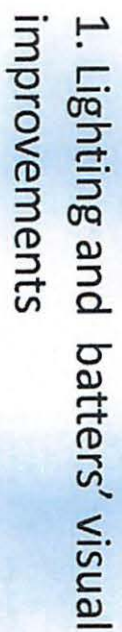


# Upgrade of Wildwood Park



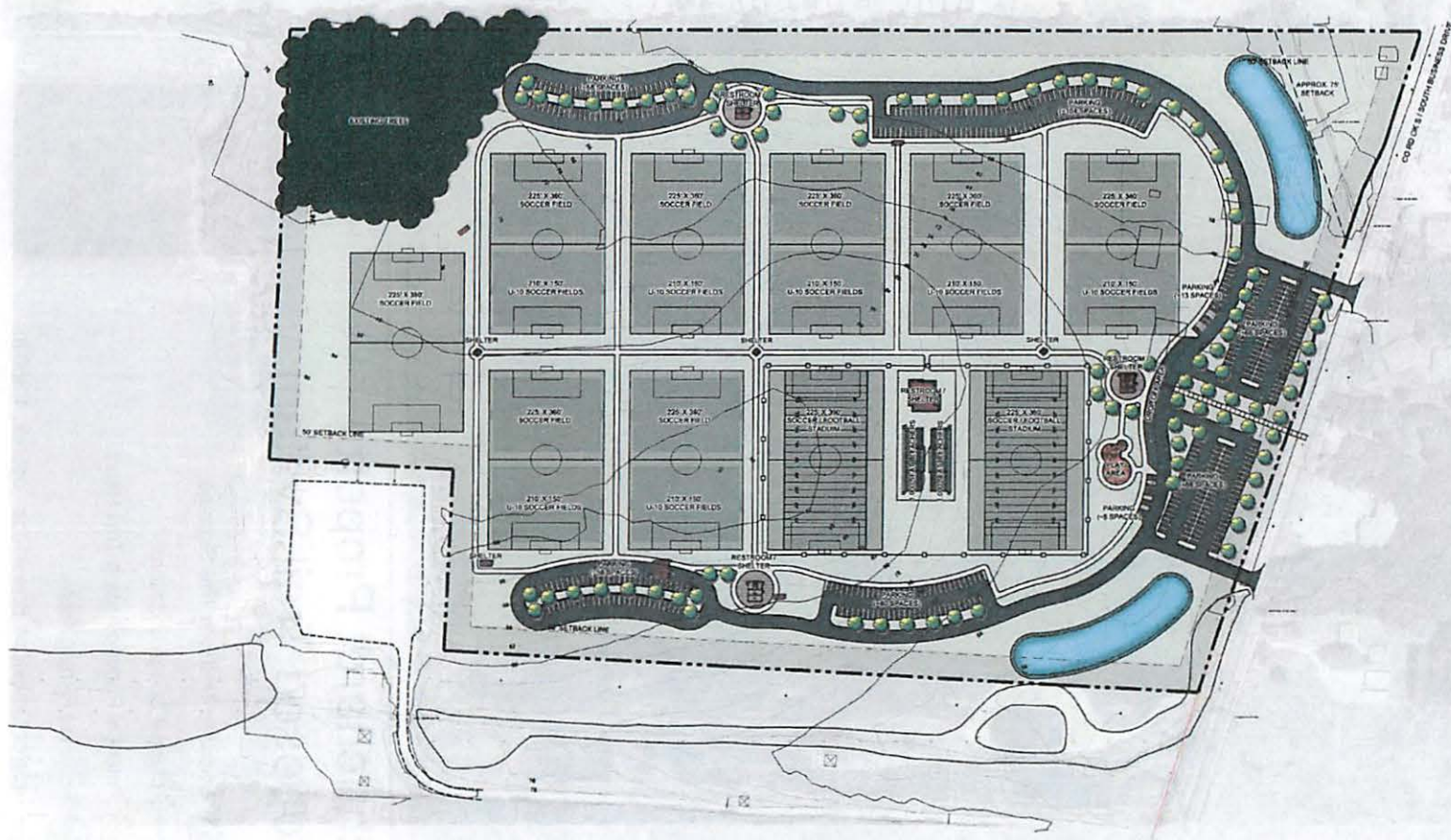
## 9 Phases

1. Lighting and batters' visual improvements
2. Field maintenance & irrigation repairs & bullpens
3. Parking area along S. Wildwood Ave. and superior tailgating area behind left field
4. Entrance & gaming area & food enhancement & signage
5. Social decks & storage and enhanced concessions
6. Locker room (home team/umpires) & storage
7. VIP deck
8. Visitor locker room
9. FUTURE: Artificial turf; infield and then outfield.



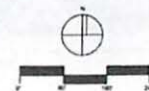
ABACUS



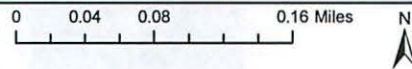
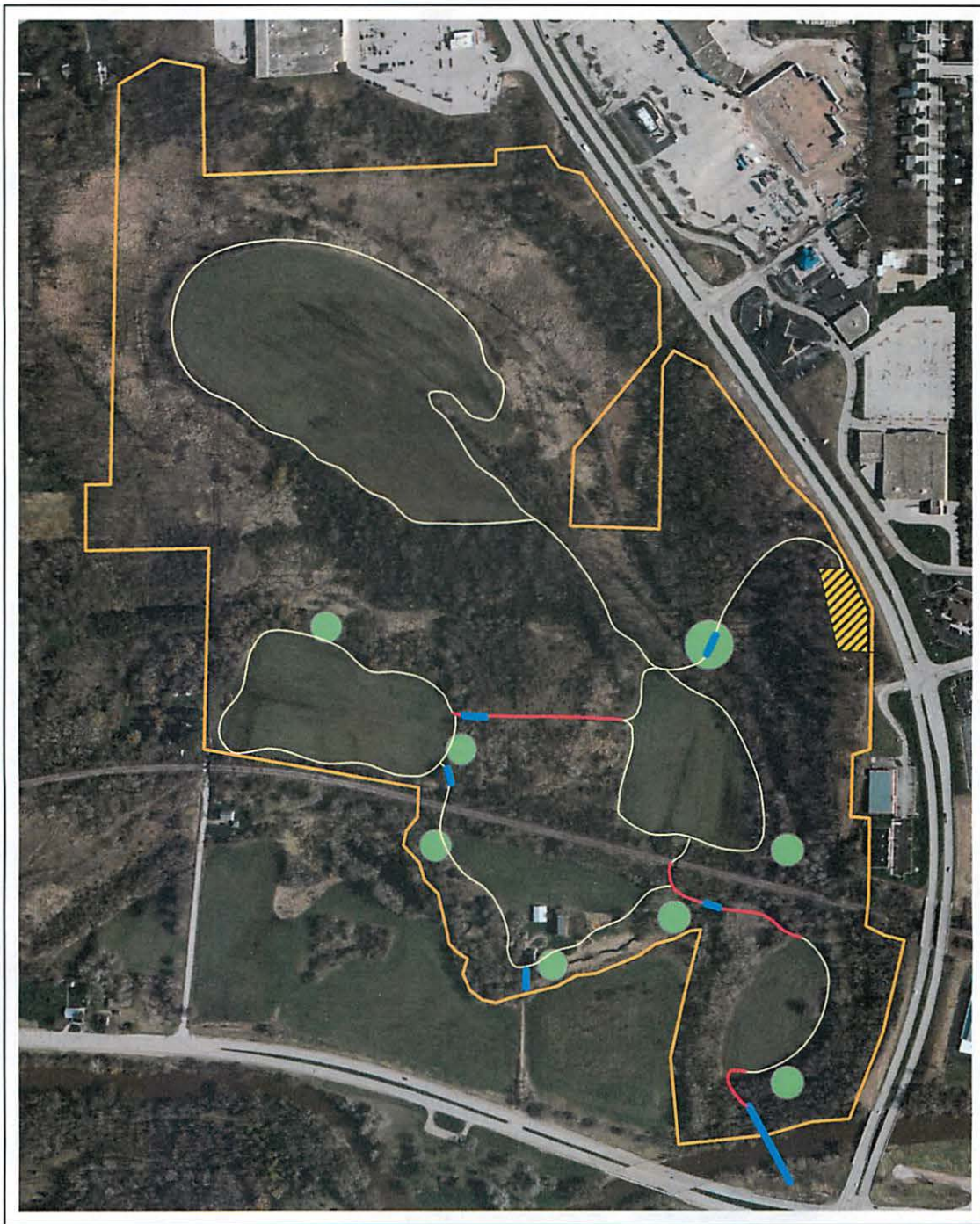


# SHEBOYGAN BUTZEN RECREATION CAMPUS PREFERRED CONCEPT ~ 430 SPACES

**RETTLER**  
CORPORATION  
3317 BUSINESS PARK DRIVE  
STEVENS POINT, WI 54482  
PROJECT #: 14.072  
DATE: 12-16-2014







## Schuchardt Property Proposed Trail System

-  Proposed Trail with Trail Signage
-  Potential Bridge Locations
-  Potential Parking Area & Trail Head
-  Potential Fishing Areas
-  Area of Limestone Screenings - approx. 1,380 ft.
-  Conservation Area - approx. 132.6 acres



Possible Trail Sign



Possible Bridge Design

IV

R. C. No. \_\_\_\_\_ - 15 - 16. By PUBLIC WORKS. March 21, 2016.

The Public Works Committee met and discussed entering into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations.

The Public Works Committee voted on the proposal with a tie vote (2-2) and therefore has no recommendation for the Common Council. Attached is the Report of Officer and the Resolution.

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

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

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Belanger. March 21, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations.

WHEREAS: the Department of Public Works converted these (4) tandem axle dump trucks from front loading to rear loading in 2012 with the purchase of (4) trailer vacuum mounted leaf collectors. These leaf collectors will be sold as they have value and can be reused.

WHEREAS: the Department of Public Works has determined that it would be more cost effective to purchase (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option and use existing single-axle dump trucks to pull these wagons. This option results in significant overall savings and uses existing equipment within the fleet.

WHEREAS: the Department of Public Works is respectfully requesting to wave the competitive bids for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option as Bonnell Industries, Inc. is the only manufacturer that allows the passenger side pick-up option. DPW staffs visited Woodstock, IL, to personally view this equipment in action and were extremely impressed.

RESOLVED: that the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with Bonnell Industries Inc., Dixon, IL, for the purchase of (3) 25-yard capacity Spartan Leaf Pro Plus Wagons with the passenger side pick-up option for the replacement of (4) tandem axle dump trucks currently used in leaf collection operations with costs of approximately \$191,187 to come from the Motor Vehicle Replacement Fund Account Number 70136100-641200.

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

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

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

II

R. O. No.       - 15 - 16      . By DIRECTOR OF PUBLIC WORKS. March 21, 2016.

Submitting an equipment purchase proposal for new leaf collection equipment for the Dept. of Public Works. In 2012, the Department of Public Works purchased (4) trailer mounted vacuum leaf loaders in an attempt to reconfigure our existing front mounted leaf collection trucks. This new equipment at the time continued to use four tandem axle dump trucks by using trailer mounted vacuum leaf loaders pulled behind the trucks.

These four tandem axle dump trucks have reached the end of their life expectancy. In addition, these four vehicles are used for leaf collection operations only. If we would continue to use the trailer mounted vacuum leaf loaders, we would need to purchase new tandem axle dump trucks for this operation at a cost of over \$200,000 each.

In reviewing our leaf collection operation, we researched other equipment options and have determined that it would be more cost effective to purchase three trailer mounted vacuum leaf wagons to be pulled by existing single axle dump trucks. This system collects the leaves within the wagon itself and not loaded into the dump box of the dump trucks. Below is a summary of the cost of the new equipment as well as savings from selling the existing equipment summarizing the total overall savings to the proposal.

Leaf Wagon Proposal

Purchase (3) Spartan Leaf Pro Plus Wagons	\$191,187
Sell (4) 2012 ODB LCT650 leaf trailers	-\$60,000
Sell (6) 1995 Ford dump trucks	-\$18,000
Sell/scrap (4) custom leaf boxes	-\$1,000
Total Cost	\$112,187

OR

Purchase (2) tandem axle dump trucks	\$438,700
Fabricate (4) custom leaf boxes	\$12,000
Total Cost	\$450,700
Total Savings	\$338,513





1385 Franklin Grove Rd  
Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

# Quote

Order Number: 0103962  
Order Date: 11/10/2015

**Bill To:** 4590248  
CITY OF SHEBOYGAN  
2026 NEW JERSEY AVE.  
ATTN RICK NEY  
CEL # 920-980-3676  
SHEBOYGAN, WI 53081

**Ship To:**  
CITY OF SHEBOYGAN  
2026 NEW JERSEY AVE.  
ATTN RICK NEY  
CEL # 920-980-3676  
SHEBOYGAN, WI 53081

Phone: (920) 459-0248

Fax:

Phone:

Fax:

**Confirm To:** RICK NEY

**Comment:** BUILD TIME IS 120 DAYS ARO

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	CALL CUSTOMER	DIXON, IL	Net 30 Days	12/31/5999

Ordered	Unit	Item Number	Price	Amount
1.0000	EACH	LEAF VACUUM	0.00	0.00
		SEE BELOW FOR DETAILS		
		BASE PRICE, OPTIONS BELOW		
		TYPE- SPARTAN (INCLUDES CONTAINMENT)		
		PASSENGER SIDE PICKUP		
		25 YARD CONTAINMENT BOX		
		ENGINE- 99 HORSEPOWER KUBOTA		
		FUEL TANK- 35 GALLON ALUMINUM		
		COUPLER- NACD CLUTCH		
		FAN- 30" DIAMETER X 12.5" WIDE		
		PICKUP NOZZLE- UNDER CARRIAGE		
		ARM CONTROL- HYDRAULIC (THREE AXIS CONTROL)		
		TYPE OF CONTROLS- SOLENOID VALVE CONTROLS		
		- SOLENOID VALVE CONTROLS		
		STANDARD RIDE ON SEAT		
		TRAILER JACK- MANUAL WITH FOOT.		
		NO DUST CONTROL KIT		
		YELLOW FLASHERS INSTALLED		
		MODEL: SPARTAN LEAF PRO PLUS		
1.0000	EACH	*40000	48,100.00	48,100.00
		SPARTAN 15 YARD BASE PRICE		
1.0000	EACH	*40111 -25 YARD CONTAINMENT	2,080.00	2,080.00
		BOX IN LIEU OF 15 YARD		
1.0000	EACH	*40201	2,403.00	2,403.00
		99 HP KUBOTA V3800T ENGINE		
1.0000	EACH	*40712	335.00	335.00
		YELLOW FLASHERS INSTALLED		
1.0000	EACH	*40902 SOLENOID VALVE FOR	10,811.00	10,811.00
		HYDRAULIC ARM CONTROL		



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ATTN RICK NEY  
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SHEBOYGAN, WI 53081

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Phone: (920) 459-0248

Fax:

Phone:

Fax:

Confirm To: RICK NEY

Comment: BUILD TIME IS 120 DAYS ARO

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
BUDGET QUOTE	CALL CUSTOMER	DIXON, IL	Net 30 Days	12/31/5999

Ordered	Unit	Item Number	Price	Amount
	EACH	-	0.00	0.00

OPTION

99 HP. JONH DEERE ILO 99 HP. KUBOTA---ADD---\$2790.00--(PRICING AT THIS TIME)

NOTE: THE ENGINE MANUFACTURERS & ELECTRONICS MANUFACTURES  
CHANGE THEIR PRICES THE FIRST OF THE YEAR---(THIS QUOTE IS AT  
TODAY'S PRICES)

### 15% RESTOCKING FEE ON RETURNED ITEMS

NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: \_\_\_\_\_

0001

Bonnell Industries

DF

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.

NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE  
INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE

NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: \_\_\_\_\_

\*\*BILL TO: \_\_\_\_\_

PO Number: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

CHASSIS ARRIVAL DATE: \_\_\_\_\_

Net Order:	63,729.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	63,729.00

VIN# \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

W.B. \_\_\_\_\_ C.A.: \_\_\_\_\_

TRANS MODEL: \_\_\_\_\_

ENGINE: \_\_\_\_\_

PAINT CODE: \_\_\_\_\_

\*\*CHANGES MAY CAUSE DELAYS AND FEES.

VIII

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

Your Committee to whom was referred Res. No. 154-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2016 Budget (establish estimated revenue and appropriation for contract with Truck Country of Wisconsin for an upgrade of the de-icing tank system on the two Freightliner trucks); 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

4.5

Res. No. 154 15 - 16. By Alderperson Hammond. March 7, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish estimated revenue and appropriation for contract with Truck Country of Wisconsin for an upgrade of the de-icing tank system on the two Freightliner trucks ordered in 2015 with funding from sale of equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Motor Vehicle Fund Sale of Equipment 70136100-469101	Motor Vehicle Fund Heavy Trucks 70136100-641500	\$35,000

*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

7.3

Res. No. 155 - 15 - 16. By Alderperson Hammond. March 21, 2016.

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 100-05-06; AWARDING THE SALE OF \$2,115,000 WATER UTILITY REVENUE REFUNDING BONDS, SERIES 2016 AND PROVIDING FOR THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility which is operated for a public purpose as a public utility (within the meaning of Section 66.0621(1)(b) of the Wisconsin Statutes) by the Municipality (hereinafter, the Municipality's water utility shall be referred to as the "System");

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes (the "Act") any municipality may, by action of its governing body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving (including renewing and replacing), conducting, controlling, operating and managing a public utility ("Utility Projects") and for refunding obligations issued to finance such Utility Projects, from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees (the "Revenue Bonds");

WHEREAS, the Municipality has heretofore issued its Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds") pursuant to Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004 (the "2004 Safe Drinking Water Bond Resolution");

WHEREAS, pursuant to Resolution No. 100-05-06 adopted by the Common Council of the Municipality (the "Governing Body") on August 15, 2005 (the "Bond Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds"), which 2005 Bonds were issued on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, pursuant to Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007 (the "2007 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds"), which 2007 Bonds were issued on a parity with the 2005 Bonds, and on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

*Finance*

WHEREAS, pursuant to Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 (the "2013 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds"), (the 2007 Bonds and the 2013 Bonds shall be collectively referred to herein as the "Prior Bonds"), which 2013 Bonds were issued on a parity with the 2005 Bonds and the 2007 Bonds and on a parity with the 2004 Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, the Municipality has also heretofore issued its Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"), pursuant to Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015 (the "2015 Safe Drinking Water Bond Resolution") on a parity with the 2004 Safe Drinking Water Bonds and on a parity with the 2005 Bonds, 2007 Bonds and 2013 Bonds (except as to the pledge of the Reserve Account (defined below)) (the "2004 Safe Drinking Water Bonds" and the "2015 Safe Drinking Water Bonds" shall be collectively referred to herein as the "Safe Drinking Water Bonds" and the "2004 Safe Drinking Water Bond Resolution" and the "2015 Safe Drinking Water Bond Resolution" shall be collectively referred to herein as the "Safe Drinking Water Bond Resolutions").

WHEREAS, Section 11 of the Safe Drinking Water Bonds Resolutions and Section 9 of the Bond Resolution provide that additional bonds may be issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds upon compliance with certain conditions;

WHEREAS, to the best of the Governing Body's knowledge, information and belief, and in reliance upon the Certificate attached hereto as Exhibit A and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional bonds on a parity with the Safe Drinking Water Bonds and the Prior Bonds;

WHEREAS, pursuant to a Resolution adopted by the Governing Body on February 15, 2016 (the "Set Sale Resolution"), the Governing Body has authorized additional water utility revenue bonds designated "Water Utility Revenue Refunding Bonds, Series 2016" (the "Bonds") for the purpose of refunding the 2017 through 2025 maturities of the 2005 Bonds (the "Refunded Obligations") (hereinafter, the refunding of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, for the purpose of paying the cost of the Refunding (including paying legal, financing, engineering and other professional fees in connection therewith and adding funds to the Reserve Account created by the Bond Resolution, if necessary), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell Revenue Bonds of the Municipality payable solely from the revenues of the System, which Revenue Bonds are to be authorized and issued pursuant to the provisions of the Act on a parity with the Prior

Bonds, and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below), which Revenue Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and the Bond Resolution, as amended, and to supplement the Bond Resolution to provide for such issuance and sale of additional Revenue Bonds to pay the cost of the Refunding;

WHEREAS, the City intends to defease the 2016 maturity of the 2005 Bonds with System funds on hand contemporaneously with the issuance of the Bonds;

WHEREAS, other than the 2005 Bonds, the Safe Drinking Water Bonds and the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding;

WHEREAS, the Bonds herein authorized shall be Parity Bonds within the meaning of the Safe Drinking Water Bond Resolutions and the Bond Resolution;

WHEREAS, the Municipality has adopted the Set Sale Resolution directing its financial advisor, Wisconsin Public Finance Professionals, LLC, Milwaukee, Wisconsin (the "Financial Advisor"), to prepare and circulate an Official Notice of Sale (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference) to potential bidders offering the Bonds for public sale on March 21, 2016;

WHEREAS, the City Clerk (in consultation with the Financial Advisor) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 21, 2016;

WHEREAS, the Municipality has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit C and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Municipality. The Financial Advisor has recommended that the Municipality accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit D and incorporated herein by this reference.

NOW, THEREFORE, the Governing Body of the City of Sheboygan, Sheboygan County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Governing Body of the Municipality hereby ratifies and approves the details of the Bonds set forth in Exhibit B attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by the Financial Advisor are hereby ratified and approved in all respects. All actions taken by



officers of the Municipality and the Financial Advisor in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Definitions. The definitions in the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution, apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution, to "Bonds," "Parity Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein. All references to specific sections in the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution, also apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein.

Section 1C. Restated, Additional and/or Amended Definitions. In addition to and/or in amendment of the terms defined above or in Section 1 above, the following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Bond Registrar" means the City Clerk of the Municipality or such other bond registrar appointed by the Governing Body of the Municipality;

"Bond Resolution" means Resolution No. 100-05-06 adopted by the Governing Body on August 15, 2005;

"Bonds" means the Water Utility Revenue Refunding Bonds, Series 2016 of the Municipality dated April 20, 2016, authorized to be issued by this Resolution;

"DTC" or "Depository" means The Depository Trust Company, New York, New York or its nominee or successor which shall act as securities depository for the Bonds;

"Paying Agent" means the City Clerk of the Municipality;

"Prior Bonds" means the outstanding 2007 Bonds and 2013 Bonds, collectively;

"Purchaser" means the financial institution listed first on the attached Bid Tabulation;

"Reserve Requirement" means an amount equal to the least of (a) the Reserve Requirement prior to the issuance of the Bonds, plus 10% of the principal amount of the Bonds, (b) the maximum amount of principal and interest due on the outstanding Prior Bonds and the Bonds in any Bond Year and (c) 100% of average annual debt service on the outstanding Prior Bonds and the Bonds. The Reserve Requirement shall be maintained in the Reserve Account of the Special Redemption Fund created by the Bond Resolution either in cash or legal investments or in a Revenue Support Facility or in a combination thereof. If Parity Bonds are issued, the Reserve

Requirement shall be an amount equal to the least of (i) the amount required to be on deposit in the Reserve Account prior to issuance of said Parity Bonds, plus 10% of the principal amount of said Parity Bonds, (ii) the maximum amount of principal and interest due on the outstanding Prior Bonds, the Bonds and the Parity Bonds in any Bond Year or (iii) 100% of average annual debt service on the outstanding Prior Bonds, the Bonds and the Parity Bonds; provided, however, that for purposes of this definition, the maximum amount of principal and interest shall be computed with respect to any Variable Rate Bonds by using the Assumed Long-Term Fixed Rate applicable thereto and provided further that the calculations set forth above shall not take into consideration any Safe Drinking Water Bonds nor shall any amounts in the Reserve Account be pledged to any Safe Drinking Water Bonds;

"Safe Drinking Water Bonds" means the 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds, collectively, and any other Parity Bonds issued in the future to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2004, dated March 10, 2004 issued to the State of Wisconsin Safe Drinking Water Loan Program;

"2004 Safe Drinking Water Bonds Resolution" means Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004;

"2005 Bonds" means the Water Utility Revenue Bonds, Series 2005, dated September 1, 2005;

"2007 Bonds" means the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007;

"2007 Resolution" means Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007.

"2013 Bonds" means the Water Utility Revenue Bonds, Series 2013, dated May 1, 2013;

"2013 Resolution" means Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013;

"2015 Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2015, dated May 13, 2015 issued to the State of Wisconsin Safe Drinking Water Loan Program; and

"2015 Safe Drinking Water Bond Resolution" means Resolution No. 193-14-15 adopted by the Governing Body of the Municipality on April 20, 2015.

Section 2. Award of the Bonds. The Proposal of the Purchaser, offering to purchase the \$2,115,000 City of Sheboygan Water Utility Revenue Refunding Bonds, Series 2016 (the "Bonds") for the sum set forth

on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Refunding Bonds, Series 2016"; shall be dated April 20, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; and shall be numbered 1 and upward. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit E-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing November 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that the Schedule is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices.

Section 3A. Call Provisions. At the option of the Municipality, the Bonds maturing on May 1, 2024 and thereafter shall be subject to redemption prior to maturity on May 1, 2023 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Municipality and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Parity with the Prior Bonds and Safe Drinking Water Bonds. The Bonds shall be Additional Bonds within the meaning of Section 11 of the Safe Drinking Water Bond Resolutions and Section 9 of the Bond Resolution; are issued on a parity with the Safe Drinking Water Bonds and Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the Bond Resolution, as supplemented by the 2007 Resolution, 2013 Resolution, and this Resolution, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 5A. Persons Treated as Owners; Transfer of Bonds; Record Date. The Municipality shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and

payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Municipality at the close of business on the corresponding record date.

Section 6. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund heretofore created and established and hereby continued and amended, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund on a parity with the Safe Drinking Water Bonds and the Prior Bonds, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund (defined below) and deposited in the Special Redemption Fund (defined below) shall be sufficient in any event to pay the interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same accrues and the principal amount thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account (defined below) to maintain the Reserve Requirement.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the

Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds, certain funds of the System which were created or continued pursuant to Section 6 of the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution, are hereby continued and shall be used solely for the purposes set forth in the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution and this Resolution:

Subparagraph (c) of Section 6 of the Bond Resolution is hereby amended and supplemented by this Resolution to read as follows:

"(c) Water Utility Special Redemption Fund (the "Special Redemption Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from proceeds of the Prior Bonds, the Bond Proceeds and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the Bond Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, investment earnings and any other source) to pay the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds in accordance with the provisions of the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution, and this Resolution.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit E-2 and incorporated herein by this reference.

(ii) There heretofore has been deposited into the Reserve Account an amount equal to the Reserve Requirement prior to the issuance of the Bonds. Upon the issuance of the Bonds, there shall be deposited into the Reserve Account an amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement or a surety bond equal to that amount. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Bonds, the Bonds or any other Parity Bonds other than the Safe Drinking Water Bonds at any time when there shall be insufficient money in the Interest and Principal Account. Amounts so applied shall be derived first from cash or legal investments on credit to the Reserve Account, and second from draws or demands on Revenue Support Facilities held as a part thereof, such draws or demands to be made *pro rata* among all such Revenue Support Facilities based on the respective available amounts thereunder and upon the terms and conditions set forth in such Revenue Support Facilities. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the Bond Resolution. At no time shall any

amounts in the Reserve Account be pledged to or used for the payment of the Safe Drinking Water Bonds."

Section 8. Application of Revenues. After the delivery of the Prior Bonds, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the Bond Resolution, as amended and supplemented by the 2007 Resolution and 2013 Resolution, and this Resolution in the amounts, the order of priority and in the manner set forth in the Bond Resolution, as amended and supplemented by the 2007 Resolution and 2013 Resolution and this Resolution.

Section 9. Service to the Municipality. Section 8 of the Bond Resolution is hereby amended to provide that the reasonable cost and value of the service to the Municipality in each year shall be in an amount which, together with the other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds, any other Parity Bonds, and any other Revenue Bonds payable from the revenues of the System then outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any Revenue Bonds payable from the revenues of the System then outstanding. All other provisions of Section 8 of the Bond Resolution still apply and are incorporated into this Section 9.

Section 10. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the Municipality and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 11. Application of Bond Proceeds and Certain Funds of the Municipality. The Bond Proceeds (including any accrued interest from their date to the date of delivery) shall be deposited and applied as follows:

(a) to the Interest and Principal Account of the Special Redemption Fund, the amount of any accrued interest received from the sale of the Bonds;

(b) to the Reserve Account of the Special Redemption Fund, any amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement; and

(c) to the Refunding Fund, a special borrowed money fund hereby created and established, and which shall be considered to be a part of the Interest and Principal Account, the balance of the Bond Proceeds including any premium sufficient to provide for the cost of the Refunding. Said Refunding Fund shall be adequately secured and used solely to pay the cost of the Refunding. Any balance remaining in said Refunding Fund after paying the costs of the Refunding shall be transferred to the Interest and Principal Account of the Special Redemption Fund and used to pay the principal and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds.

Funds of the Municipality on hand in an amount sufficient to pay the May 1, 2016 principal and interest payment due on the 2005 Bonds shall be deposited with the City Clerk as Bond Registrar for the 2005 Bonds on or prior to the date of Closing on the Bonds.

Upon issuance of the Bonds, any amounts on deposit in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Refunding Fund to be used for the purposes thereof.

Section 12. Arbitrage Covenant. The Municipality shall not take any action with respect to proceeds of the Bonds or any Parity Bonds (the "Bond Proceeds") which, if said action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of delivery of said payment for the Bonds (the "Closing") would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the Municipality hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations. The Municipality covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The City Clerk, or other officer of the Municipality charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Municipality regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 13. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the



provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Municipality also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Municipality will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 14. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 15. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk, as Bond Registrar and Paying Agent.

Section 16. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Bond Registrar, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered

to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 18. Qualified Tax-Exempt Obligations. The Bonds shall be deemed designated as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3)(D)(ii) of the Code and in support of such designation, the City Clerk or other officer of the City charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the City, all as of the Closing.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on May 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Wisconsin Public Finance Professionals, LLC to cause timely notice of redemption, in substantially the form attached hereto as Exhibit G and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds,

to enter into a written undertaking (the "Undertaking") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings setting forth the details and terms of the City's Undertaking.

Section 22. Bond Insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 23. Resolution a Contract. The provisions of this Resolution, together with the Safe Drinking Water Bond Resolutions, and the Bond Resolution, as previously amended by the 2007 Resolution and 2013 Resolution, shall constitute a contract between the Municipality and the holder or holders of the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made, until all of the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof, including, but without limitation, the right to require the Municipality, its Governing Body and other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 24. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions (other than the Safe Drinking Water Bond Resolutions, the Bond Resolution, the 2007 Resolution and the 2013 Resolution) rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they 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 appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

---

(SEAL)

**I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of March, 2016.**

Dated \_\_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2016. \_\_\_\_\_, Mayor

EXHIBIT A

Additional Bonds Certificate

(See Attached)



## ADDITIONAL BONDS CERTIFICATE

The undersigned, an authorized officer of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and an authorized officer of the Water Utility of the City hereby certify as follows:

1. The City is issuing its \$2,115,000 Water Utility Revenue Refunding Bonds, Series 2016, dated April 20, 2016 (the "2016 Bonds").

2. We have reviewed and are familiar with the provisions of Resolution No. 262-03-04 adopted by the Common Council on February 16, 2004 (the "2004 Safe Drinking Water Resolution") which authorized the issuance of Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Safe Drinking Water Bonds").

3. We have also reviewed and are familiar with the provisions of Resolution No. 100-05-06 adopted by the Common Council on August 15, 2005 (the "Bond Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds").

4. We have also reviewed and are familiar with the provisions of Resolution No. 289-06-07 adopted by the Common Council on April 4, 2007 (the "2007 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds").

5. We have also reviewed and are familiar with the provisions of Resolution No. 167-12-13 adopted by the Common Council on April 3, 2013 (the "2013 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds") (the 2007 Bonds and the 2013 Bonds shall be collectively referred to herein as the "Prior Bonds").

6. We have also reviewed and are familiar with the provisions of Resolution No. 193-14-15 adopted by the Common Council on April 20, 2015 (the "2015 Safe Drinking Water Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2015, dated May 13, 2015 (the "2015 Safe Drinking Water Bonds"). The 2004 Safe Drinking Water Bonds and the 2015 Safe Drinking Water Bonds shall be collectively referred to as the "Safe Drinking Water Bonds" and the 2004 Safe Drinking Water Resolution and 2015 Safe Drinking Water Resolution shall be collectively referred to herein as the "Safe Drinking Water Resolutions").

7. To the best of our knowledge, information and belief, the City meets the conditions set forth in Section 11 of the Safe Drinking Water Resolutions and Section 9 of the Bond Resolution, necessary to issue the 2016 Bonds on a parity and equality of rank with the Safe Drinking Water Bonds and the Prior Bonds, to wit:

(i) Net Revenues. As set forth on the attached Schedule I, the Net Revenues of the System (as defined in the Safe Drinking Water Resolutions and the Bond Resolution, as amended) for fiscal year 2015 were \$4,633,044 which is at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the 2016 Bonds, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the 2016 Bonds or on any debt obligations payable from the revenues of the System then outstanding, which is 1.20;

(ii) No Default. The payments required to be made into the various funds and accounts provided in the Safe Drinking Water Resolutions and the Bond Resolution, as amended (including the Reserve Account, but not the Surplus Fund) are current and the City is not in default under the Bond Resolution, as amended by the 2007 Resolution and 2013 Resolution;

(iii) Payment Dates. The 2016 Bonds will be payable as to principal annually on May 1 and payable as to interest semi-annually on May 1 and November 1 of each year;

(iv) Purpose. The proceeds of the 2016 Bonds are being used solely for the purpose of refunding bonds issued to pay the costs of providing additions, extensions and improvements to the Water System of the City; and

(v) Reserve Account. The Reserve Account will be funded to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as set forth in Section 1 of the Bond Resolution and in Schedule II attached hereto.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective this 21st day of March, 2016.

---

Nancy Buss  
Comptroller/Treasurer  
City of Sheboygan

---

Joe R. Trueblood  
Water Utility Superintendent  
Water Utility of the  
City of Sheboygan



EXHIBIT B

Official Notice of Sale

To be provided by the Financial Advisor and incorporated into the Resolution.

EXHIBIT C

Bid Tabulation

To be provided by the Financial Advisor and incorporated into the Resolution.

EXHIBIT D

Winning Bid

To be provided by the Financial Advisor and incorporated into the Resolution.

EXHIBIT E-1

Pricing Summary

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

EXHIBIT E-2

Debt Service Schedule

To be provided by the Financial Advisor and incorporated into the Resolution.

(See Attached)

EXHIBIT F

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA  
STATE OF WISCONSIN DOLLARS  
SHEBOYGAN COUNTY  
NO. R- CITY OF SHEBOYGAN \$  
WATER UTILITY REVENUE REFUNDING BOND, SERIES 2016

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

May 1, April 20, 2016 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS (\$ )

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2023 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$2,115,000, issued for the purpose of refunding obligations issued to pay the cost of additions, improvements and extensions to the City's Water Utility, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto, resolutions adopted by the Common Council on February 15, 2016 and on March 21, 2016 (the "2016 Resolution") and the Bond Resolution, as supplemented by the 2007 Resolution and 2013 Resolution (as those terms are defined in the 2016 Resolution), and is payable only from the income and revenues derived from the operation of said Water Utility. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by the Bond Resolution and continued by the 2007 Resolution, the 2013 Resolution and the 2016 Resolution. The City has heretofore issued and has outstanding certain Water Utility Revenue Bonds defined in the 2016 Resolution as the Safe Drinking Water Bonds and the Prior Bonds. The Bonds are issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the Water Utility and the monies on deposit in the Special Redemption Fund (referenced below), except that the Safe Drinking Water Bonds are not secured by a pledge of the Reserve Account. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.



This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

This Bond is a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

By: \_\_\_\_\_  
Michael Vandersteen  
Mayor

(SEAL)

By: \_\_\_\_\_  
Susan Richards  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT G

NOTICE OF FULL CALL\*

Regarding

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN  
WATER UTILITY REVENUE BONDS, SERIES 2005  
DATED SEPTEMBER 1, 2005

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on May 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2017	\$225,000	4.00%	821037CD8
05/01/2018	225,000	4.00	821037CE6
05/01/2019	225,000	4.25	821037CF3
05/01/2020	225,000	4.00	821037CG1
05/01/2021	235,000	4.00	821037CH9
05/01/2022	250,000	4.00	821037CJ5
05/01/2023	250,000	4.10	821037CK2
05/01/2024	250,000	4.10	821037CL0
05/01/2025	250,000	4.15	821037CM8

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before May 1, 2016.

Said Bonds will cease to bear interest on May 1, 2016.

By Order of the  
Common Council  
City of Sheboygan  
City Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, or facsimile transmission, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to May 1, 2016 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org). Notice shall also be provided to Financial Security Assurance Inc., New York, New York, or any successor, the bond insurer of the Bonds.

VIII

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

Your Committee to whom was referred Res. No. 160-15-16 by Alderperson Hammond (DIRECT REFERRAL) authorizing the City of Sheboygan to enter into a contract for Tyler Content Manager Enterprise Upgrade for retention documents in a digital format; 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

**DIRECT REFERRAL TO FINANCE**

Res. No. 160 - 15 - 16. By Alderperson Hammond. March 14, 2016.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for Tyler Content Manager Enterprise Upgrade for retention documents in a digital format

WHEREAS, the City utilizes MUNIS Tyler financials and payroll, and

WHEREAS, the City is moving toward retaining all records digitally versus retaining paper and recommends Tyler Content Manager for storage of all digital documents.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with Tyler Technologies for Content Manager Enterprise Upgrade at a cost of \$75,949.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the General Fund Finance Department Account No. 10115100-642200-60340 in payment of same.

*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

VI

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

Your Committee to whom was referred R. C. No. 342-14-15 by Finance to whom was referred R. O. No. 10-14-15 by the City Clerk submitting a claim from Judith A. Grimm for alleged injuries when she was crossing the crosswalk at 10<sup>th</sup> St. and Grand Ave. and tripped on an uneven section of the crosswalk; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

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

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

Committee

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

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

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



**VI**

6.4

R. C. No. 342 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 10-14-15 by the City Clerk submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10<sup>th</sup> St. and Grand Ave. and tripped on an uneven section of the crosswalk; recommends referral to the new Common Council.

*refer to  
new Council  
(Finance)*

John B. J.  
Julia Kath  
DAA

Thos J. G.

Committee

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

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

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

II

3.3

R. O. No. 10 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10<sup>th</sup> St. and Grand Ave. and tripped on uneven section of the crosswalk.

*Susan Richards*

City Clerk

~~Invoice~~  
new CC.

DATE RECEIVED 4-10-14

RECEIVED BY LS Schneider

CLAIM NO. 2-14  
APR 10 '14 AM 11:01

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Judith A. Grimm
2. Home address of Claimant: 1126 North Ave, Sheboygan, WI 53083
3. Home phone number: 920-457-5459
4. Business address and phone number of Claimant: 457-4441 ext. 72204

5. When did damage or injury occur? (date, time of day) Sunday, 3/30/14 afternoon
6. Where did damage or injury occur? (give full description) 10<sup>th</sup> & Grand Ave.

Sheboygan - Southeast crosswalk on corner

7. How did damage or injury occur? (give full description) I took a couple steps into the crosswalk, happened to look up a moment because a young couple with a little girl were on the opposite corner of the crosswalk. I didn't know if they were going to cross the street within the crosswalk. Just as I looked up I fell down, very hard on my knees, hands/wrists knees and left shoulder. I couldn't get up. The lady ran over to help me and kept asking if I was okay. (page 2)
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: Crosswalks should be safe to walk within-

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

(a) Public property alleged to be dangerous: Within the walkway in Southeast crosswalk at 10<sup>th</sup> & Grand Ave

(b) Claimant's statement of basis for such liability: the street seam has raised greatly inside the crosswalk-

① →

7. Pont' I wasn't sure if I was okay; I hurt a lot, but she was able to pull me up. After I stood awhile, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor, My knees are black and blue as well as my hands/wrists. My main concern is if there may be damage to my knees/Cartilage as time goes on. I've had no problems with my knees, arms or shoulders in the past.

7. Cont' I wasn't sure if I was okay, I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor. My knees are black and blue as well as my hands/wrists. My main concern is if there may be damage to my knees/cartilage as time goes on. I've had no problems with my knees, arms or shoulders in the past.

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

See #7 and back of pg. 1  
Sore Knees, wrists, left shoulder

11. Name and address of any other person injured:

N/A

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

Auto:

\$ N/A

Property:

\$ N/A

Personal injury:

\$ Unknown at this time

Other: (Specify below

\$

TOTAL

\$

Damaged vehicle (if applicable) N/A

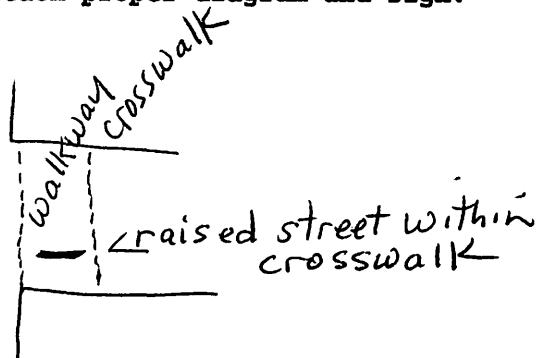
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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

10<sup>th</sup> & Grand Ave



SIGNATURE OF CLAIMANT

Judith A. Grumman

DATE

4/5/14

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



DATE RECEIVED 4-10-14

RECEIVED BY LSSchneider

CLAIM NO. 2-14

APR 10 '14 AM 11:01

CLAIM

Claimant's Name:	<u>Judith A Grimm</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>1126 North Ave</u>	Property	\$ _____
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-457-5459</u>	Other (Specify below)	\$ _____
		TOTAL	\$ _____

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

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

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

Unknown at this time until something shows up due to the fall. Nothing is broken, or I couldn't walk. My knees are black & blue. I do not know if my cartilage is compromised or damaged or there is any problems with any joints at this time. Until I experience any kind of weakness, as time goes on, this is considered pending unless you want to pay upfront for x-rays etc. at this point, for any determination, initially.

SIGNED Judith A Grimm DATE: initially.

ADDRESS: 1126 North Ave Sheboygan, WI  
53083

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

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



**VI**

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

Your Committee to whom was referred R. C. No. 344-14-15 by Finance to whom was referred R. O. No. 88-14-15 by the City Clerk submitting a Notice of Claim in the matter of Sharon Janey v City of Sheboygan et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

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

Committee

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

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

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

VI

6.6

R. C. No. 344 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 88-14-15 by the City Clerk submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

Refer to  
new Council  
(Finance)

*[Signature]*

Julie Kath

*[Signature]*

Committee

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

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

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

II

3.4

R. O. No. 88 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.

~~Finance~~  
new CC

Lusan Richards  
City Clerk

34

III

88

Charles P. Lunde

claim # 13-14

JUL 9 '14 PM12:09

# WEISS LAW OFFICE, S.C.

ATTORNEYS AT LAW

Hannah R. Jahn  
Charles W. Kramer  
Justin M. Schuessler  
Monte E. Weiss

1017 W. Glen Oaks Lane, Suite 207  
Mequon, WI 53092  
(262) 240-9663 - Telephone  
(262) 240-9664 - Fax  
[justin.schuessler@mweisslaw.net](mailto:justin.schuessler@mweisslaw.net) - email

July 7, 2014

Ms. Susan Richards  
City Clerk of Sheboygan  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

**RE:** Sharon Janey v. City of Sheboygan, et al

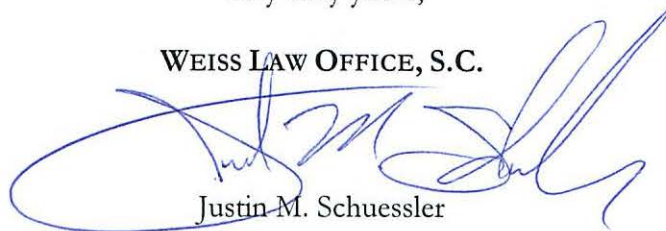
Dear Ms. Richards:

Please find enclosed for service on you one (1) original Notice of Claim concerning an incident that occurred on **May 22, 2014**.

If you have any questions, please feel free to contact me.

Very truly yours,

**WEISS LAW OFFICE, S.C.**



Justin M. Schuessler

JMS/tbm  
Enclosure

NOTICE OF CLAIM

Claim # 10-14  
LS Schroeder  
7-9-14

TO:

Ms. Susan Richards  
City Clerk of Sheboygan  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

PLEASE TAKE NOTICE that pursuant to Wis. Stat. §345.05, **SHARON JANEY** makes the following claim for damages against the **City of Sheboygan**:

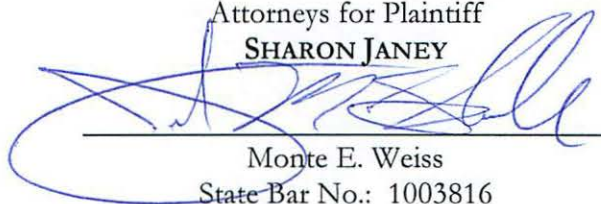
1. That the Plaintiff, **SHARON JANEY**, is an individual and resides at 1717 Camelot Boulevard, Sheboygan, Wisconsin 53081.
2. That on or about **May 22, 2014**, the Plaintiff was walking along a public sidewalk on Elm Street at or near 2328 Elm Street.
3. At the same time and place the Plaintiff tripped on a piece of raised concrete, fell, and was injured. The **City of Sheboygan** was negligent in its failure to repair the sidewalk.
4. That as a direct and proximate result of the negligence of the **City of Sheboygan** the Plaintiff sustained personal injuries and has incurred medical bills.
5. **SHARON JANEY** makes a claim for damages in the amount of the medical bills incurred, lost wages, and any other damages incurred by the Plaintiff.

Dated this 7<sup>th</sup> day of July, 2014

**WEISS LAW OFFICE, S.C.**

Attorneys for Plaintiff

**SHARON JANEY**



Monte E. Weiss

State Bar No.: 1003816

Charles W. Kramer

State Bar No.: 1021504

Justin M. Schuessler

State Bar No.: 1087974

P.O. Address:

1017 W. Glen Oaks Lane

Suite 207

Mequon, WI 53092

(262) 240-9663 (Telephone)

(262) 240-9664 (Facsimile)

Justin.schuessler@mweisslaw.net - Email



**VI**

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COUNCIL

6.8

R. C. No. 346 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 136-14-15 by the City Clerk submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10<sup>th</sup> St.; recommends that the document be referred to the new Common Council.

*Refer to  
new Council  
(Finance)*

*John Bey*  
*Julie Kath*  
*DAJ*

*Dwight J. Geh*

Committee

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

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

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

II

4.3

R. O. No. 136 - 14 - 15. By CITY CLERK. October 6, 2014.

Submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10<sup>th</sup> St.

*Inasce*  
new C.C.

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

4.3

II

Charles F. Gould

DATE RECEIVED 9-14-14

RECEIVED BY S. Smith

CLAIM NO. 15-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY JUN 19 '14 PM 3:42

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Barbara Behlke
2. Home address of Claimant: 1004 Bell Ave
3. Home phone number: 208 597 6749
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) when new wires were
6. Where did damage or injury occur? (give full description) public  
Bell & 10th  
Public Utility - Elec. problem.
7. How did damage or injury occur? (give full description) Brain injury trauma  
Public Utility issue
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: Sarama-Engineer
  - (b) Claimant's statement of the basis of such liability: Refuse to make changes to the wiring  
a wattage going into the house
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: Very dangerous  
wiring - wattage
  - (b) Claimant's statement of basis for such liability: Went to doctor - wear packs of ice all  
day to keep myself from getting a brain hemorrhage

Atty: Jim Amodeo, Diebel, Surber



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

Serious headaches - probing temple parietal lobe  
The woman I step foot on Bell & 10th

11. Name and address of any other person injured: \_\_\_\_\_

Wage much too high!

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

Auto: \$ —

Property: \$ —

Personal injury: \$ don't know

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

TOTAL

Forced to move out of Sheboygan.

Damaged vehicle (if applicable) NA

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

Dr. Michelle Raymond Peterson  
Aura Clinic - Sheboygan Falls

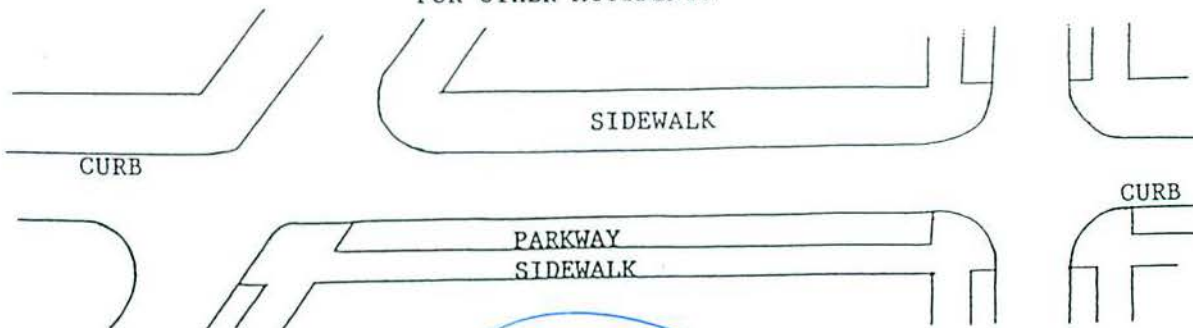
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: \_\_\_\_\_

Date: 09-19-74

DATE RECEIVED 9-14-14

RECEIVED BY S. Smith

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Bruce Beheke

Auto \$ \_\_\_\_\_

Claimant's Address: 1004 Bell Ave

Property \$ \_\_\_\_\_

Sheboygan, WI

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 208-597 6749

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

TOTAL \_\_\_\_\_

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

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

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

Turn it off  
Down!  
What you doing is illegal!

(Electric Current too Strong)

SIGNED: Babara Beheke

DATE: 9-14-14

ADDRESS: 1004 Bell Avenue

Sheboygan, WI 53083

**VI**

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

Your Committee to whom was referred R. C. No. 346-14-15 by Finance to whom was referred R. O. No. 136-14-15 by the City Clerk submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10<sup>th</sup> St.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

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

Committee

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

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

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



**VI**

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

6.9

R. C. No. 347 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 151-14-15 by the City Clerk submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell; recommends that the document be referred to the new Common Council.

*refer to  
new Council  
(Finance)*

*John B. [Signature]*  
*Julie K. [Signature]*  
*[Signature]*

*[Signature]*

Committee

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

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

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

II

3.1

R. O. No. 151 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell.

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

*Finance*  
*new CC.*

18.

II

121

Charles F. Adams

DATE RECEIVED OCT 15 2014

RECEIVED BY LS Schneider

CLAIM NO. 17-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 15 '14 AM 11:53

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: ELVERA MONSON
2. Home address of Claimant: 3516 A S 12<sup>th</sup> ST #11
3. Home phone number: 920-452-0061
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Sept 27, 2014
6. Where did damage or injury occur? (give full description) Shebo Quarry  
Front Entrance
7. How did damage or injury occur? (give full description) Got off Bus,  
tripped and fell
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: N/A
  - (b) Claimant's statement of basis for such liability: N/A

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

Facial Lacerations from Glasses-when I hit the  
concret, Profuse Bleeding, and Bruised Face

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

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

Auto: \$ \_\_\_\_\_

Property: \$ \_\_\_\_\_

Personal injury:

\$No Bills Recievd Yet

Other: (Specify below

\$ \_\_\_\_\_

Pending TOTAL = Glasses Repair, Ambulance, Hosp  
Damaged vehicle (if applicable) ~ N/A Charges.

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: Fire Dept, EMTs-  
Aurora Emergency Dept, Dr. Margaret M. Barron  
MD. - ON call that day - Carol Koning (Friend)

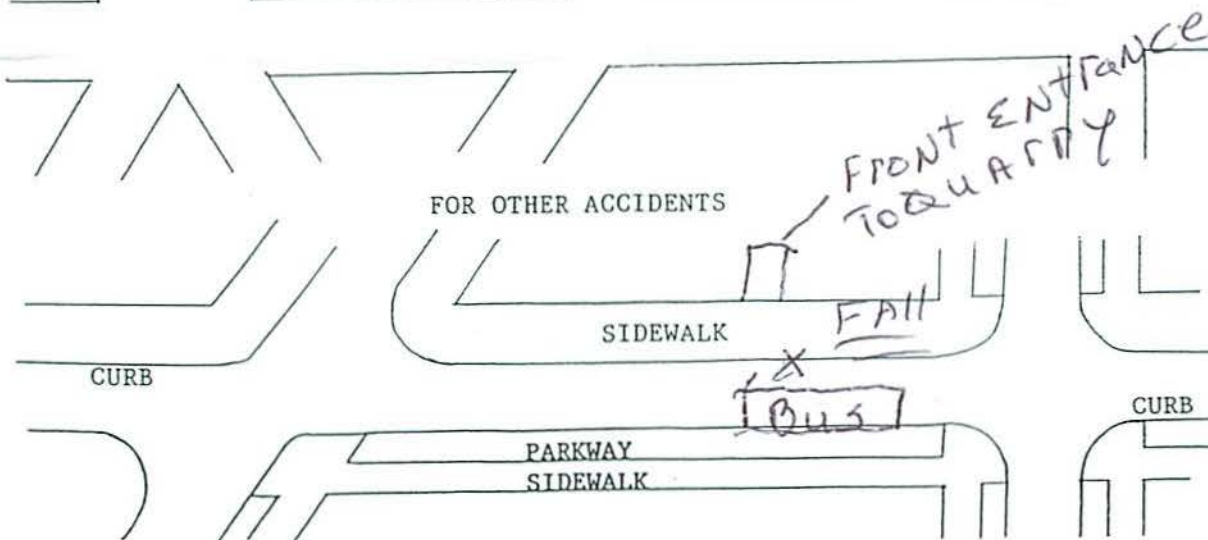
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Elvera Monson

Date: 10-15-14



DATE RECEIVED 10-15-14

RECEIVED BY L.S. Morley

CLAIM NO. 17-14

CLAIM

OCT 15 '14 AM 11:53

Claimant's Name:	<u>Elvera MONSON</u>	Auto	\$	_____
Claimant's Address:	<u>3516 A S. 12th St #11</u>	Property	\$	_____
	<u>Sheboygan WI 53081</u>	Personal Injury	\$	_____
Claimant's Phone No.	<u>920-452-0061</u>	Other (Specify below)	\$	_____
		TOTAL	<u>Pending</u>	_____

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

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

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

SIGNED: Elvera Monson DATE: 10-15-14  
ADDRESS: 3516 A S. 12th St.

VI

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

Your Committee to whom was referred R. C. No. 347-14-15 by Finance to whom was referred R. O. No. 151-14-15 by the City Clerk submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)*

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

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

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

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



**VI**

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

Your Committee to whom was referred R. C. No. 348-14-15 by Finance to whom was referred R. O. No. 167-14-15 by the City Clerk submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8<sup>th</sup> St. construction; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

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

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

\_\_\_\_\_ Committee

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

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

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

VI

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

6.10

R. C. No. 348 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 167-14-15 by the City Clerk submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8<sup>th</sup> St. construction; recommends that the document be referred to the new Common Council.

refer to  
new Council  
(Finance)

John R. Kelly  
Julie Kath

DAH

Paul D. Cook

Committee

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

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

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

II

3.6

R. O. No. 167-14-15. By CITY CLERK. November 3, 2014.

Submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8<sup>th</sup> St. construction.

*Invoice  
new C.C*

*Lusad Richards*  
\_\_\_\_\_  
City Clerk

II

Cherbourg 1896



DATE RECEIVED 10-27-14

RECEIVED BY LSSchaeder

CLAIM NO. 20-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 27 '14 PM 2:01

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Robert F. Lettre Sr
2. Home address of Claimant: 717 DILLINGHAM AVE.
3. Home phone number: 920 452-7658
4. Business address and phone number of Claimant: Retired
5. When did damage or injury occur? (date, time of day) 9-20-14-10-19-14
6. Where did damage or injury occur? (give full description) Basement Laundry Room ceiling (Plaster) cracked & Pieces Fall
7. How did damage or injury occur? (give full description) the shaking and vibration caused by the 8th street construction. When they were breaking the cement, the house shook and caused ceiling to crack and pieces fall. The shaking felt like a low grade earthquake or ATREMOR.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

11. Name and address of any other person injured:

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

Auto:

\$

Property:

\$

Personal injury:

\$

Other: (Specify below

\$

~~TOTAL~~

~~\$900.00~~ Pending

(Estimated cost to  
Repair, by Pete Strysick  
CONTRACTOR)

Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

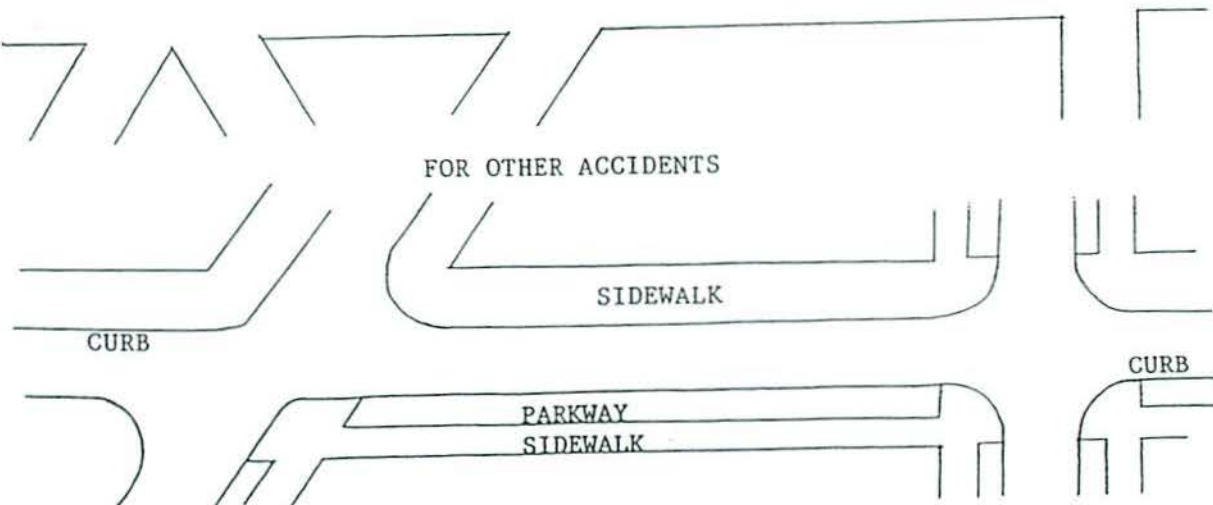
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT

Robert F. Lett Jr.

Date: 10-27-14



DATE RECEIVED 10-27-14

RECEIVED BY LSSchneider

CLAIM NO. 2-14

OCT 27 '14 PM 2:01

CLAIM

Claimant's Name: Robert F Lettke Sr Auto \$

Claimant's Address: 717 Dillingham Ave Property \$ 900.00

Sheboygan WI 53081 Personal Injury \$

Claimant's Phone No. Other (Specify below) \$

TOTAL Pending

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 900.00 Pending

SIGNED: Robert F. Lettke Sr.

DATE: 10-27-14

ADDRESS: 717 Dillingham Ave  
Sheboygan WI 53081



# 20-14  
9/20/14

Lettire.docx | Download ▾

1 of 1



**KAP'S** Construction Services  
710 Union Avenue  
Sheboygan, WI 53081

Phone 920-377-5130

E-mail: [pstrysick@a](mailto:pstrysick@a)

11/28/2014

Bob Lettire  
721 Dillingham Avenue  
Sheboygan WI 53081

The following is an estimate to repair damage to the plaster of the ceiling in the basement incur vibrating machines that were working on the South 8<sup>th</sup> Street sewer and resurfacing project. Lath vibrat from the ceiling causing the plaster to crack and fall from the ceiling leaving holes and missing plaster.

As Follows;

Reattach lath to floor joist as required  
R & R electrical conduit as required to accommodate lath and plaster repair  
Build up with multiple coats of plaster of drywall compound to finish  
Sand and Prime as required.

Total cost of the estimate not to exceed \$750.00, (seven hundred fifty dollars)

Thank you for this opportunity to serve you

Peter M. Strysick  
KAP'S Construction  
920-377-5130

VINTON CONSTRUCT

RON RABORNE

FAX 682-2838

920-

LORRIE 459-3314

VI

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

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

*Refer to  
new Council  
(2016-2017)*

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

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

\_\_\_\_\_ Committee

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

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

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

**VI**

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

6.11

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

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

*refer to  
new Council  
(Finance)*

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

*[Signature]*

Committee

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

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

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

II

4.8

R. O. No. 182- 14 - 15. By CITY CLERK. November 17, 2014.

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

Finance

Susan Richards  
City Clerk

8.4

II

2.

1992-1993

1994-1995

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,  
LISA OLIVAS, Personal Representative

LISA OLIVAS  
2216A Kroos Court  
Sheboygan, WI 53081

ALEAN OLIVAS  
1237 Trimberger Court  
Sheboygan, WI 53081,

Plaintiffs

vs.

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

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

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

Defendants,

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

Subrogated Defendant

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

Case No. 14CV0707

Case Code: 30105

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

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

by City clerk

( ) Personal  
( ) Posted

( ) Substitute  
(X) Corporate

SUMMONS

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

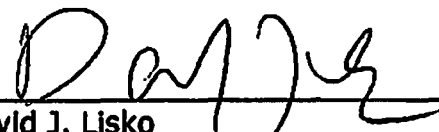
**YOU ARE HEREBY NOTIFIED** that the plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 North 6<sup>th</sup> Street, Sheboygan, WI 53081 and to The Law Offices of David J. Lisko, S.C. You may have an attorney help or represent you.

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

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

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

By:   
David J. Lisko  
State Bar No. 1005056

**MAILING ADDRESS:**

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



STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,  
LISA OLIVAS, Personal Representative

LISA OLIVAS  
2216A Kroos Court  
Sheboygan, WI 53081

Case No. 14CV0707

ALEAN OLIVAS  
1237 Trimberger Court  
Sheboygan, WI 53081,

Case Code: 30105

Plaintiffs

vs.

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

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

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

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

Subrogated Defendant.

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

COMPLAINT

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

**ALLEGATIONS RELATED TO ALL CAUSES OF ACTION**

**1. That plaintiff, Lisa Olivas, is the mother of the decedent, Jaime Olivas, and personal representative of the Estate of Jaime Olivas, residing at 2216A Kross Court, Sheboygan, Wisconsin 53081.**

**2. That plaintiff, Alean Olivas, is the father of the decedent, Jaime Olivas, and resides at 1237 Trimberger Court, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.**

**3. That at the time of his death on November 29, 2011, Jaime Olivas was not married, and left no surviving minor children.**

**4. That upon information and belief, the defendant, City of Sheboygan, is a municipal corporation organized and existing under the laws of the State of Wisconsin.**

**5. That upon information and belief, the defendant, Cities and Towns Mutual Insurance Co., is a foreign corporation licensed to do and doing insurance business in the State of Wisconsin; that at all times material and on November 29, 2011, said insurance company had in full force and effect a policy or policies of liability insurance with the City of Sheboygan, wherein under the terms of its policy or policies, said insurance company agreed to pay any amounts which said defendant would become liable for as a result of tortious acts; that by reason of said policy, the laws of the State of Wisconsin and the occurrence described herein, said insurance company is united in interest with the City of Sheboygan.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

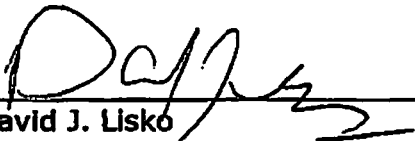
A. The Estate of Jaime Olivas, by Lisa Olivas, Jaime Olivas' personal representative, is entitled to recover for Jaime Olivas' conscious pain and suffering, his medical care, and his loss of enjoyment of life pursuant to Sec. 895.01, Wis. Stats.

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

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

Dated this 30th day of October, 2014.

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

By:   
David J. Lisko  
State Bar No. 1005056

**MAILING ADDRESS:**

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



**VI**

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

Your Committee to whom was referred R. C. No. 350-14-15 by Finance to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Jeffrey Hermann v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

6.12

R. C. No. 350 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the Jeffrey Hermann v. the City of Sheboygan; recommends that the document be referred to the new Common Council.

Refer to  
new Council  
(Finance)

John Be  
Julie Kath  
[Signature]

[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

4.2

R. O. No. 192 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a Summons and Complaint in the matter of Jeffrey Hermann vs  
The City of Sheboygan.

Finance

Susan Richards  
City Clerk

II

about 1 year

NOV 26 '14 PM 4:05

# The Law Office of John B. Kiel, LLC.

P.O. Box 147

Salem, Wisconsin 53168-0147

Phone: (262) 914-5435

Facsimile: (262) 537-4855

Email Address: [firelaw@tds.net](mailto:firelaw@tds.net)

November 26, 2014

## VIA HAND DELIVERY

Susan Richards, City Clerk  
Micahel Vandersteen, Mayor  
City of Sheboygan - City Hall  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081

Re: Jeffery Hermann v. The City of Sheboygan

Dear Ms. Richards and Mayor :

Accompanying this cover letter please find a copy of the Summons and Complaint filed in regard to the above entitled matter. Please feel free to contact me with any questions.

The Law Office of John B. Kiel, LLC.

By

  
John B. Kiel

cc: Mr. Jeffery Hermann

*Handwritten note:*  
Susan Richards, City Clerk  
in saw Linba Schroeder - City Clerk  
on 11-26-14  
at 3:19 pm  
Wm J. L.

NOV 25 '14 PM 4:06

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

CIRCUIT COURT BRANCH #4  
TERENCE T BOURKE  
616 N SIXTH STREET  
SHEBOYGAN WI 53081

Case No.

Case Code:

Case Classification:

30303 14C V0754

Other Contracts

vs.

THE CITY OF SHEBOYGAN,

Defendant.

**SUMMONS**

CLERK CIRCUIT COURT  
FILED  
14 NOV 26 PM 2:28  
SHEBOYGAN COUNTY  
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond in writing with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to court, whose address is: Clerk of Court, Sheboygan County Courthouse, 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin, and to the Law Office of John B. Kiel, LLC, plaintiff's attorney, whose address is P.O. Box 147 Salem, Wisconsin 53168.

You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Salem, Wisconsin, on November 26, 2014.

**FOR PLAINTIFF,**

**THE LAW OFFICE OF JOHN B. KIEL, LLC.**

By 

John B. Kiel

State Bar # 1019485

P.O. Box 147

Salem, Wisconsin 53168

Telephone: (262) 914-5435

Facsimile: (262) 537-4855

Email: [firelaw@tds.net](mailto:firelaw@tds.net)



STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY

---

JEFFERY HERMANN,

Plaintiff,

Case No.            14CV0754  
Case Code:        30303  
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN,

JURY TRIAL REQUESTED

Defendant.

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COMPLAINT

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NOW COMES Jeffery Hermann ("Plaintiff") by and through The Law Office of  
John B. Kiel, LLC. and his attorney, John B. Kiel, and alleges as follows:

PARTIES

1. Plaintiff Jeffery Hermann is an adult resident of the City of Sheboygan, Wisconsin whose address is 3442 South 17<sup>th</sup> Street, Sheboygan, Wisconsin 53081.
2. Defendant City of Sheboygan ("City") is a governmental body within the meaning of Wis. Stat. § 19.82(1) and is the governing body of the City of Sheboygan, maintaining its place of business at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, Wisconsin, 53081.
3. The Plaintiff is a retired employee of the City who was not in any bargaining unit represented by a labor organization on the date of his retirement.
4. The Plaintiff worked for the City long enough to qualify for payout of vested sick leave and vacation benefits upon retirement.

CLERK CIRCUIT COURT  
FILED  
14 NOV 26 12:28  
SHEBOYGAN COUNTY  
WISCONSIN

### **PROCEDURAL PREREQUISITIES**

5. This is an action alleging that the City unlawfully engaged and continues to engage in breach of contract by denying Plaintiff a payout of vested sick leave and vacation benefits upon Plaintiff's retirement.
6. Within 120 days of the City's denial of Plaintiff's request for payout of his vested sick leave and vacation benefits Plaintiff served a notice of claim in accordance with Wis. Stat. § 893.80 on the City Clerk by a letter dated April 11, 2014.
7. Plaintiff's notice of claim itemized the relief sought.
8. By copy of a letter dated August 7, 2014 the City denied Plaintiff's claim.

### **JURISDICTION AND VENUE**

9. The Court has personal jurisdiction over the Plaintiff in that Plaintiff is a resident of the City of Sheboygan, Wisconsin and said City is located within Sheboygan County, Wisconsin.
10. The Court has personal jurisdiction over the City of Sheboygan, Wisconsin pursuant to Wis. Stat. § 801.05; Wis. Stat. § 801.11(4); Watkins v. Milwaukee County Civil Service Commission, 88 Wis. 2d 4111, 276 N.W.2d 775 (1979); Oak Creek Citizen's Action Committee v City of Oak Creek, et. al., 2007 WI App. 196; 304 Wis. 2d 702; 738 N.W. 2d 168.
11. Venue is proper before this Court pursuant to Wis. Stat. § 801.50(2).

### **CIRCUMSTANCES OF CLAIM**

12. Plaintiff was employed by the City of Sheboygan, Wisconsin as a member of its fire department between April 21, 1981 to December 31, 2013. Plaintiff was appointed as the City's fire chief effective January 1, 2010.

13. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to a sick leave pay out for retirement of one-half (1/2) of all accumulated sick leave up to seventy-two (72) days. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

**Fire Command:**

- Sick leave pay out for retirement, layoff without cause, or death.
  - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

14. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to include the following vacation pay out provision. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

**Other severance benefits:**

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

15. The benefits described in paragraphs 13 and 14 above were approved as revised by the City's Salaries and Grievances Committee on June 20, 2002 and made part of the City's Non-Represented Employee Benefits Compensation Program for such non-represented employees.

16. The City's May 1, 2012 Employee Handbook identifies Paid Time Off (PTO)

**Vacation as a vested benefit:**

**PTO Vacation Must be used in either 4 of 8 hour increments. This is a vested benefit, prorated for new employees. Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment earn 80 hours of vacation effective their 1 year employment anniversary. However, they are welcome to start using their yearly allotment prior to their 1 year anniversary, however, that employee will be responsible to**

return the non-vested (prorated) portion of the vacation if already exercised it (sic) prior to their termination date. (emphasis added).

17. Plaintiff retired as the City's fire chief on January 1, 2014.
18. Plaintiff met the requirements for sick leave payout under the terms and conditions as described in paragraph 13, above.
19. Plaintiff met the requirements for payout of accrued, unused vacation under the terms and conditions as described in paragraph 14, above.
20. The City has failed to calculate and pay out Plaintiff's retirement and severance benefits in the manner described in paragraphs 13 and 14 above.
21. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied unused and prorated earned vacation pay in the amount of \$10,365.18.
22. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied sick leave pay out for retirement in the amount of \$27,354.24.
23. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has incurred legal fees and expenses in asserting his rights.

**FIRST CAUSE OF ACTION  
(Breach of Contract)**

24. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
25. At the time that the City appointed Plaintiff to the position of fire chief it entered into a contract of employment with Plaintiff whereby the City agreed to calculate Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above. By continuing his service to the City to retirement, Plaintiff

created a binding unilateral contract with the City for the promised retirement and severance benefits calculated in accordance with paragraphs 13 and 14, above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City breached its contract for employment with Plaintiff.

**SECOND CAUSE OF ACTION  
(Denial of Vested Benefit)**

26. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
27. By continuing his service to the City to retirement Plaintiff acquired a vested right to retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City denied a vested benefit to Plaintiff.

**THIRD CAUSE OF ACTION  
(Estoppel)**

28. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.
29. The City promised Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above and thereby induced Plaintiff to accept the non-represented position of fire chief. By operation of its promise to Plaintiff the City is estopped from denying Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above.

**PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff respectfully requests that this court:

- A. Issue a judgment declaring that the City has breached its contract with Plaintiff by refusing to calculate and pay Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above.
- B. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested vacation retirement and severance benefits calculated in accordance with paragraph 13 above.
- C. Issue an order that requires the City to calculate and pay Plaintiff's vacation retirement and severance benefit calculated in accordance with paragraph 13, above which provides:

**Fire Command:**

- Sick leave pay out for retirement, layoff without cause, or death.
    - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.
- D. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested sick leave retirement and severance benefits calculated in accordance with paragraph 14 above.
- E. Issue an order that requires the City to calculate and pay Plaintiff's sick leave retirement and severance benefit calculated in accordance with paragraph 14, above which provides:

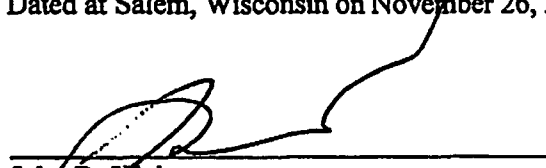
**Other severance benefits:**

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

- F. Issue and order that directs Defendant to compensate Plaintiff for his unused and prorated earned vacation in the amount of \$10,365.18 plus interest.
- G. Issue and order that directs Defendant to compensate Plaintiff for his accrued unused sick leave in the amount of \$27,354.24 plus interest.
- H. As appropriate, award reasonable attorneys' fees and reimbursement of any costs incurred by Petitioners.
- I. Award such other and further relief, as this Court deems just and proper.

PLAINTIFF REQUESTS TRIAL TO A JURY OF 12 OF HIS PEERS ON ALL CLAIMS FOR LEGAL RELIEF.

Dated at Salem, Wisconsin on November 26, 2014.



---

John B. Kiel  
Wis. Bar No. 1019485  
Attorney for Plaintiff  
Law Office of John B. Kiel, LLC  
P. O. Box 147  
Salem, WI 53168  
Telephone: (262) 914-5435  
Fax: (262) 537-4855  
E-mail: [firelaw@tds.net](mailto:firelaw@tds.net)



**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 351-14-15 by Finance to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

6.13

R. C. No. 351 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v. City of Sheboygan; recommends that the document be referred to the new Common Council.

refer to  
new Council  
(Finance)

John R. Kelly  
Julie Kath  
Ad

Thy D. L.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

Other Matters

7.2

R. O. No. 213 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a Summons and Complaint in the matter of Daniel Gilbertson et al v City of Sheboygan.

Finance

Shawn Richards  
City Clerk

16.5

II

116

Abstract of Lewis

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Daniel Gilberson  
2727 N. 30<sup>th</sup> Street  
Sheboygan, WI. 53083

Matthew Walsh  
W7447 Christine Ct  
Plymouth WI 53073

Matthew Braesch  
3320 Geele Ave  
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing  
Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI. 53081

Defendant.

CIRCUIT COURT BRANCH 3  
ANGELA W SUTKIEWICZ  
615 NORTH SIXTH STREET  
SHEBOYGAN WI 53081

Case No. **14CV0792**

Case Code 30301 (Money Judgment)

## SUMMONS

CLERK CIRCUIT COURT  
FILED  
2014 DEC 22 P 2:43  
SHEBOYGAN COUNTY  
WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiffs named above have filed a complaint against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the court, whose address is 615 North 6<sup>th</sup> Street in

Sheboygan, Wisconsin; and to The Previant Law Firm S.C., plaintiff's attorneys, whose address is Post Office Box 12993, Milwaukee, Wisconsin 53212. You may have an attorney help or represent you.

If you do not provide a proper Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 19th day of December, 2014.



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Yingtao Ho (State Bar No. 1045418)  
THE PREVIAANT LAW FIRM, S.C.  
1555 North RiverCenter Drive, Suite 202  
Milwaukee, WI 53212  
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

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COMPLAINT

Plaintiffs, by their attorneys, for their complaint against the Defendant state as follows:

1. This is a class action suit to seek redress for the Defendant's failure to pay the full amount of regular and overtime wages required by law. The Plaintiffs, who are or were employees of the Defendant, are suing for the Defendant's failure to pay them the full amount of non-overtime wages required by Wis. Stat. §109.03(1) and (5); and for the Defendant's failure to include their over-the-wage-scale bonuses, education bonuses, wages for opting out of the health insurance, and revocable contributions to Health Savings Accounts in calculating their overtime



pay rates, in violation of both the Fair Labor Standards Act, Wis. Stat. §109.03(1) and (5), and DWD §274.03.

#### **PARTIES AND JURISDICTION**

2. Each of the named plaintiffs is a current employee of the City of Sheboygan, and a current resident of Wisconsin. Plaintiff Gilbertson at all times relevant to the complaint has been employed by the City of Sheboygan Department of Public Works. Gilbertson received insurance through, and paid insurance premiums to the City of Sheboygan during the years of 2011-2014. FLSA consent forms for the Named Plaintiffs either are attached to, or will be filed with the Court.

3. Pursuant to City of Sheboygan policy, because the wage rate for Gilbertson is higher than the maximum rate for the position that he holds with the City of Sheboygan Department of Public Works, at each annual review Gilbertson is eligible to receive, and has received a bonus in lieu of a wage increase.

4. Plaintiff Walsh at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Walsh received insurance through, and paid insurance premiums to the City of Sheboygan throughout the years of 2011-2012. During 2012 the City of Sheboygan also made a revocable contribution to Walsh's Health Savings Account.

5. Plaintiff Braesch at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Braesch did not receive health insurance through the City of Sheboygan during the years of 2011 to 2014. Beginning in the year 2012, Braesch received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance. Beginning in the year 2013, Walsh also received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance.

6. During the years of 2012 through 2014, Plaintiffs Walsh and Braesch received from the City of Sheboygan an annual payment of \$600 because of their level of education attained.

7. Plaintiffs Gilbertson and Walsh are appropriate representative of a class described as:

All current and former full time and part time employees of the City of Sheboygan who made any insurance premium payments to the City of Sheboygan, which remained in the City of Sheboygan's Health Self Insurance Fund on December 30th of 2012, 2013, or 2014.

8. Plaintiff Gilbertson additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received bonus payments from the City of Sheboygan in lieu of wage increases because their wage rates were over the maximum rate for their positions, but did not have those bonus payments included in calculating their regular rate for overtime pay.

9. Plaintiffs Walsh and Breasch additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received an education bonus from the City of Sheboygan, but did not have those education bonus payments included in calculating their regular rate for overtime pay.

10. Plaintiff Walsh additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a revocable

Health Savings Account contribution from the City of Sheboygan, but did not have those revocable Health Savings Account contributions included in calculating their regular rate for overtime pay.

11. Plaintiff Breasch and Walsh additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a payment from the City of Sheboygan for opting out of the City health insurance plan, but did not have the payment for opting out of the health insurance included, in calculating their regular rate for overtime pay.

12. Defendant City of Sheboygan is a political subdivision of the State of Wisconsin; and is an employer within the meaning of both the Fair Labor Standards Act, 29 U.S.C. §203(d); and within the meaning of Wis. Stat. §109.01(2). City hall for the City of Sheboygan, which serves as its principal place of business, is located at 828 Center Avenue in Sheboygan, Wisconsin.

13. The Court has subject matter jurisdiction over this lawsuit pursuant to 29 U.S.C. §216(b), which grants to state courts concurrent jurisdiction to hear lawsuits arising under the Fair Labor Standards Act; and pursuant to Wis. Stat. §109.03(1) and (5), which authorizes direct lawsuits by employees against their employer for unpaid regular and overtime wages required by the statutes and regulations of the Wisconsin wage payment laws, Chapter 109 of the statutes and Chapter 274 of the DWD regulations.

14. The Court has personal jurisdiction over all defendants in this action pursuant to Wis. Stat. §801.05(1) and (3) since all of the acts or omissions by the defendants complained of in the complaint occurred in Wisconsin.

15. Venue is proper in Sheboygan County Circuit Court pursuant to Wis. Stat.

§801.50 when the claim arose in, and the Defendant resides, and conducts substantial business in Milwaukee County.

## **FACTS**

### **I. Facts Related to the Payment of Health Insurance Contributions Towards Workers Compensation Premiums and Expenses.**

16. At all times relevant to the complaint the City of Sheboygan has made self-insured health and dental insurance coverage available to certain of its full time and part time employees.

17. Beginning on a date unknown to the Plaintiffs, the City of Sheboygan has maintained a Health Self Insured Fund ("Health Fund") into which it deposits all employer and employee health and dental insurance premiums, and out of which it pays all of the claims, administrative expenses, and other costs associated with its health and dental insurance program.

18. Because the City of Sheboygan's insurance program is self-insured, the cost of the full health insurance premium for its employees is set by an actuary, and adopted by the City of Sheboygan Common Council. At all times relevant to the complaint and through the end of 2014, once the premium has been set, represented employees paid a share of the premium set by their collective bargaining agreements, while non-represented employees paid a share of the premium set by the City of Sheboygan.

19. In addition to receiving the employee payment of health and dental insurance premiums, the Health Fund also receives premiums contributions from the City of Sheboygan and/or the various departments of the City of Sheboygan that employ the Plaintiffs, contributions from both Medicare eligible and non-Medicare eligible retirees, and contributions from persons who participate in the City insurance program through COBRA insurance. The Health Self Insurance fund also receives some investment income each year.

20. The Health Fund does not segregate the contributions and premiums that it receives by either the identity of the payer, nor between monies received during the current year and previous years. Consequently, each dollar maintained in the Health Fund has an equal probability of being transferred to the payee, when a payment is made out of the Health Fund.

21. When the Plaintiffs are or were covered by collective bargaining agreements, their hourly wage rates were set by the collective bargaining agreements.

22. Plaintiffs who were not covered by collective bargaining agreements received an annual review with their supervisors/managers, which generally occurred around their anniversary date. During the annual review the Plaintiff would be informed of either a change to his hourly wage rate, or that his hourly wage rate would remain the same for the next year. During the annual reviews the City of Sheboygan did not inform the employees of its right to, and did not make a reservation of right to reduce the wage rates promised during the annual reviews.

23. On the Plaintiffs' paychecks their weekly gross wages are calculated using the wage rates that are required either by the collective bargaining agreements applicable to them, or set by their annual reviews. Once the gross wages are calculated, then deductions including but not limited to the health and dental insurance premiums are made from the gross wages, resulting in the net wage that is actually paid to the employees.

24. The City of Sheboygan therefore counted 100% of the health and dental insurance premiums deducted from the paychecks of the Plaintiffs towards its payment of wages to the Plaintiffs at rates required by their collective bargaining agreements and/or annual reviews.

25. The City of Sheboygan maintains a self-insured Workers Compensation Fund ("Workers Comp Fund"). In October of 2012, the City of Sheboygan Common Council adopted

a resolution providing that there should be a balance of \$1.5 million dollars in the Workers Comp Fund, and a combined balance of \$4.5 million dollars in the Workers Comp Fund and the Health Fund.

26. Near the end of 2012, as a result of excess premium contributions charged by the Defendant to the Plaintiffs, retirees, COBRA participants, and the Departments of the City of Sheboygan, the Health Fund had a balance in excess of \$5.5 million dollars.

27. In order to comply with the Common Council resolution, on December 31, 2012 the City of Sheboygan transferred the amount of \$1,622,864 from the Health Fund to the Workers Comp Fund. Once placed in the Workers Comp Fund, the \$1,622,864 was earmarked to, and at least some of the monies have already been used to discharge the City of Sheboygan's liabilities imposed by the Wisconsin Workers Compensation Statute, Chapter 102 of the Wisconsin statutes.

28. Calculated proportionally, as necessary given that regardless of source each dollar placed into the Health Self Insurance Fund had an equal probability of being spent at any time, the \$1,622,864 transferred from the Health Fund into the Workers Comp Fund included at least \$120,000 in health and dental premium payments made by the Plaintiffs in 2012, and at least \$25,000 in health and dental premium payments made by the Plaintiffs prior to 2012.

29. On December 31, 2013, the City of Sheboygan transferred \$68,795 from the Health Fund into the Workers Comp Fund. Since the Health Fund was not divided between funding sources in 2013, the \$68,795 included approximately \$5,000 in health and dental premium payments made by the Plaintiffs in 2013, and at least \$2,000 in health and dental premium payments made by the Plaintiffs prior to 2013.

30. Upon information and belief, on December 31, 2014 the City of Sheboygan will

transfer a yet to be determined amount from the Health Self Insurance Fund into the Workers Comp Fund. The 2014 transfer will include both health and dental premium payments made by the Plaintiffs in 2014, and health and dental premium payments made by the Plaintiffs prior to 2014.

**II. Facts Related to Bonus Payments to Employees Receiving Wage Rates Higher than the Maximum Rate of the Wage Scale.**

31. Pursuant to the City of Sheboygan's most recent compensation plan for non-represented employees, a maximum rate is set for each classification held by the City of Sheboygan's non-represented employees.

32. During the year of 2012, the City of Sheboygan provided to its non-represented employees, who were already receiving a wage rate higher than the maximum rate for their classification, a mandatory bonus payment. The mandatory bonus payment was made to the Plaintiffs as a substitute for wage increases, which they were not eligible to receive because their wage rate was already higher than the set maximum rate for their respective classifications.

33. Those City of Sheboygan employees who did receive a wage increase for the year 2012 had the wage increase paid to them throughout 2012.

34. A number of employees who received the mandatory bonus payment from the City of Sheboygan in 2012 were covered by a union collective bargaining agreement during 2011, and had received wage increases required by said collective bargaining agreement(s) throughout 2011.

35. Since the City of Sheboygan would not pay employees both a contractual wage increase and a bonus for the same hours worked, the 2012 mandatory Over the Scale Bonus was compensation for the Plaintiffs' work in 2012, rather than their work in 2011.

36. Beginning in 2013, the Plaintiffs who received a wage rate higher than the set



maximum rate for their classification were eligible to receive an annual bonus from the City of Sheboygan, as compensation for their ineligibility for receiving wage increases from the City of Sheboygan. Since the City of Sheboygan would not pay two separate bonuses to its employees for their same hours worked, and the 2012 mandatory bonuses already paid the Plaintiffs for their hours worked in 2012, any 2013 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2013; while any 2014 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2014.

37. During the years of 2013 and 2014, the annual bonuses were paid to the Plaintiffs after their annual reviews, which occurred around the time of their anniversary dates with the City of Sheboygan, and in most cases long before the end of the calendar year covered by the bonus payments.

38. During the years of 2012 through 2014, the City of Sheboygan did not include the Over the Scale Bonuses paid to Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

### **III. Facts Related to Education Bonus Payments.**

39. For many of the Plaintiffs the City of Sheboygan paid an education bonus, directly to the Plaintiffs, for completion of post-secondary education credit hours and/or degrees.

40. In each case the education bonuses were mandated by the applicable collective bargaining agreements and/or policies binding upon the City of Sheboygan.

41. The City of Sheboygan therefore did not retain any discretion to deny the payment of education bonuses to Plaintiffs who had the requisite post-secondary education hours and/or degrees. The education bonuses therefore were contractually required payments rather than gifts.

42. The education bonuses are not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and other regular days of rest, nor as a premium for the employees' work outside their regular established work days and work hours. Plaintiffs received the education bonuses regardless of when the credits and/or degrees were received; and during each year for the same credits and/or degrees received.

43. During the years of 2012 through 2014, the City of Sheboygan did not include the education bonuses paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

**IV. Facts Related to the Health Reimbursement Account Contributions.**

44. During the years of 2012 and/or thereafter, the City of Sheboygan made contributions to the Health Reimbursement Accounts of certain of the Plaintiffs.

45. The contributions made by the City of Sheboygan to its employees' Health Reimbursement Accounts are revocable, given that employees could no longer use the contributions remaining in their Health Reimbursement Accounts once their employment with the City of Sheboygan ends through termination for cause.

46. During the years of 2012 through 2014, the City of Sheboygan did not include the revocable Health Reimbursement Account Contributions paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

**V. Facts Related to Bonus Payments for Opting Out of the Health Insurance.**

47. At all times between 2012 and 2014, the City of Sheboygan was required by its collective bargaining agreements and binding policies to pay to the Plaintiffs, who opted out of the City's health insurance, a payment of \$1,200 per year in cash. The payments were directly

made to the Plaintiffs, rather than to a third party administrator.

48. Employees who opted out of the City's Health Insurance for a portion of a year, before successfully reenrolling in the City's health insurance received a pro-rated portion of the \$1,200 per year cash payment.

49. The City of Sheboygan ore did not retain any discretion to deny the payment of the full or pro-rated portion of the \$1,200 per year cash payment, to Plaintiffs who opted out of the Health Insurance. The cash payments for opting out of the health insurance therefore were contractually required payments rather than gifts.

50. The cash payments for opting out of the health insurance were not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and regular other days of rest, and were not paid to the Plaintiffs as a premium for their work outside their regular established work hours.

51. During the years of 2012 through 2014, the City of Sheboygan did not include the cash payments for opting out of the health insurance, paid to the Plaintiffs in cash, in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

## **VI. Collective Action Factual Allegations.**

52. Pursuant to 29 U.S.C. §216(b), the same collective action certification procedures are applicable for the Plaintiffs' FLSA overtime rate calculation claims, regardless of whether those claims are brought in federal or state court.

53. Named Plaintiffs bring their third count for relief under the Fair Labor Standards Act, on own behalf of themselves and all other similarly situated current and former full and part

time employees of the City of Sheboygan ("FLSA Class"), pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b).

54. The proposed FLSA Class will consist of four sub-classes: Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay, those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay, those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay, and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

55. At least one of the named plaintiffs is similarly situated to members of each of the proposed FLSA subclasses, in that they were subject to the City of Sheboygan's common practice, policy, or plan of (a) failing to count their over-scale bonus payments toward their regular rate for overtime pay; (b) failing to count their education bonus payments toward their regular rate for overtime pay; (c) failing to count the revocable Health Reimbursement Account contributions that they received toward their regular rate for overtime pay; and (d) failing to count their cash payments received for opting out of the City health insurance towards their regular rate for overtime pay.

56. For each of the proposed FLSA subclasses, the named plaintiff(s) are similarly situated to the remaining members of the class in that they received cash payments for overtime during the years of 2012 to 2014, so that the City of Sheboygan's identical practices, policies, and plans outlined in the prior paragraph resulted in a diminution of overtime pay received both by the named plaintiffs' and the remaining members of each of the proposed FLSA subclasses.

57. The Plaintiffs' claim for relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of each of the four proposed FLSA subclasses that are similarly situated to the named plaintiffs, and have claims that are similar to the named plaintiffs' claims for relief under the FLSA.

58. Following the filing of this Complaint, members of the FLSA Class may sign Consent to Sue forms, and agree to "opt in" as plaintiffs to this litigation.

59. The claims of the named plaintiffs are representative of the claims of members of the FLSA Class in that they were all overtime pay eligible employees of the City of Sheboygan who did not receive the full amount of overtime pay required by the FLSA, as a result of the City of Sheboygan's unlawful policy, procedure, or plan to exclude portions of their compensation from calculating their regular rate for overtime pay.

60. The names and addresses of the FLSA Class are available from Defendants, and notice should be provided to the FLSA Class via first class mail to their last known address as soon as possible.

## **VII. CLASS ACTION ALLEGATIONS PURSUANT TO WIS. STAT. §803.08.**

61. Named Plaintiffs bring their Wisconsin law claims on behalf of themselves, as well as all other similarly situated and eligible current and former full time and part time employees of the City of Sheboygan, pursuant to the Wisconsin class action statute, Wis. Stat. §803.08.

62. Plaintiffs propose a Wisconsin class including five sub-classes: Plaintiffs whose health insurance premium payments were indirectly contributed towards defraying the costs of paying for the City of Sheboygan's obligations under the Wisconsin Workers' Compensation

statute, so that they did not receive the full amount of wages required by their collective bargaining agreements and/or annual reviews; Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay; those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay; those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay; and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

63. The Plaintiffs' claims against the Defendants present questions of common and general interest to all of the Plaintiffs including whether the City of Sheboygan indirectly used deductions from the employees' wages towards its costs of fulfilling its obligations under the Wisconsin Workers Compensation statutes; whether as a result the monies indirectly used to fund Sheboygan's obligations under the Wisconsin Workers Compensation statutes can no longer count as wages paid by the City of Sheboygan to the Plaintiffs, whether the Plaintiffs as a result have received the full amount of wages required by Wis. Stat. §109.03(1) and (5); and whether the City of Sheboygan is permitted by Wisconsin law to exclude certain bonuses, Health Reimbursement Account, and insurance opt-out payments, when calculating the Plaintiffs' regular rate used to calculate their overtime pay.

64. City of Sheboygan employs and employed several hundred employees who paid health insurance premiums to the City of Sheboygan through payroll deductions at all times between 2011 and 2014.

65. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the Over the Scale Bonuses, worked at least

one hour of overtime for which he was paid in cash during a year in which they received the bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

66. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received education bonuses, worked at least one hour of overtime for which he was paid in cash during a year in which they received the education bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

67. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the revocable Health Reimbursement Account contributions, worked at least one hour of overtime which he was paid in cash during a year in which they received the contributions, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said contributions from calculating the regular rate for the Plaintiffs.

68. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received an annual cash payment for opting out of the City health insurance, worked at least one hour of overtime for which he was paid in cash during a year in which they received the cash payment, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said annual cash payment from calculating the regular rate for the Plaintiffs.

69. For each of the five proposed subclasses of the Plaintiff's §803.08 class, there are



dozens if not hundreds of members of the proposed subclasses, so that the members of each of the proposed subclasses are very numerous, and it would be impractical to bring all of the Plaintiffs before the Court as individual and separate plaintiffs.

70. The Plaintiffs are adequate representatives of the class in that for each subclass the named class representatives lost legally required compensation as a result of the same City of Sheboygan policies as the remaining members of the subclass, have a direct financial interest in obtaining affirmative answers to the common questions listed in paragraph 65 of the complaint, and have retained experienced and competent counsel to represent the class.

71. The benefits of the class action far outweigh any burdens it would impose in that each of the common questions posed by paragraph 65 of the Complaint can be resolved as a question of law, on a class-wide basis, and based upon largely undisputed background facts; and given that the amount of damages that the Plaintiffs have sustained can be calculated using the payroll and insurance contribution records maintained by the City of Sheboygan.

72. Additionally, given that the amount of damages that individual Plaintiffs have suffered as a result of the Defendant's violation of Wisconsin wage and hour laws are small, when compared to the likely costs of litigating the Plaintiffs' claims against the Defendant, a class action is the only available procedure to make judicial resolution available for the claims of all Plaintiffs; and to ensure that the claims of the Plaintiffs are resolved in a uniform manner, rather than through hundreds of mini-trials resolving the identical factual and legal issues.

**Count I. Failure to Pay Full Amount of Wages Required by Law In Violation of Wis. Stat. §109.03(1) and (5).**

73. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-72 of the Complaint.

74. The City of Sheboygan transferred monies from the Health Fund, including

employee health and dental insurance premium payments, into the Workers Comp Fund, so that the transferred monies could be, and were used to defray its expenses of complying with its obligations imposed by the Wisconsin Workers' Compensation statute, during at least 2012 and 2013, and upon information and belief in 2014 as well.

75. Pursuant to Wis. Stat. §102.16(3), no wage deductions from the paychecks of employees may be used, directly or indirectly, for the purpose of discharging an employer's obligations imposed by the Wisconsin Workers' Compensation statute.

76. Plaintiff health and dental insurance premium payments, upon their transfer from the Health Fund to the Workers Comp Fund, could no longer constitute wages paid by the City of Sheboygan to its employees.

77. Pursuant to Wis. Stat. §109.03(1) and (5), an employer is required to pay to its employees the full amount of wages owed to them, and no agreement between an employer and either its employees or their bargaining representative can waive the employees' right to the full amount of wages owed to them.

78. Wis. Stat. §109.03(1) and (5) authorizes the collection of wages which became unpaid long after the work that earned the wages had been performed.

79. The City of Sheboygan is required by its collective bargaining agreements, policies, and annual reviews to pay to the Plaintiffs wages at the rates promised to them, for each and every hour that they performed work for the City of Sheboygan.

80. Once a portion of the Plaintiffs' health and dental insurance contributions were transferred by the City of Sheboygan to its Self-Insured Workers Comp Fund, so that he transferred contributions could no longer count towards wages paid by the City of Sheboygan to its employees, the Plaintiffs were no longer receiving the full amount of wages promised by the

City of Sheboygan through its collective bargaining agreements, policies and annual reviews.

81. The Plaintiffs are therefore entitled to recover from the City of Sheboygan the full amount of the difference between the wages that they have received from the City of Sheboygan, once the transfers from the Health Self Insurance Fund to the Workers Compensation Fund during the years of 2012 to 2014 have been taken into account; and the amount of wages that they are entitled to receive, calculated using the rates promised by the City of Sheboygan through its collective bargaining agreements, policies, and annual reviews.

82. The amount of total wages owed to the Plaintiffs equal the full amount of active employee health and dental insurance premium payments transferred by the City of Sheboygan from the Health Fund to the Workers' Comp Fund.

83. In addition, the Plaintiffs are entitled to 50% increased damages for all of their unpaid wages, plus their reasonable attorneys fees and costs of prosecuting their wage claim.

## **II. Failure to Pay Correct Amount of Overtime Pay under Wisconsin law.**

84. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-83 of the complaint.

85. DWD §274.03 provides that for all hours worked over 40 per week, all employees shall receive overtime pay equal to at least one and one half his regular rate. All overtime wages required to be paid by the DWD regulations are enforceable through a lawsuit brought under Wis. Stat. §109.03(5).

86. While no Wisconsin statutes or regulations have defined what constitutes the employees' regular rate, DWD §274.03 is identically worded to 29 U.S.C. §207(a)((2)(C), the provision of the Fair Labor Standards Act requiring the calculation of overtime pay using the employee's regular rate. The same definition of the regular rate under the FLSA therefore is also

applicable, when interpreting DWD §274.03 and Wis. Stat. §109.03(5).

87. 29 U.S.C. §207(e) defines the sums paid by the employer to its employees, which can be excluded from determining the regular rate at which the employee is employed. Under §207(e)(3), bonus payments can be excluded from the determination of the regular rate only if they are discretionary rather than mandatory, and only if the bonus payments are determined at or near the end of the period of work for which the bonus serves as payment.

88. Applying §207(e)(3) as interpreted by the United States Department of Labor, the Over-the Scale Bonuses received by the Plaintiffs in 2012 must be included in calculating the Plaintiffs' regular rate because it was a mandatory, rather than a discretionary bonus.

89. Similarly, the Over-the-Scale Bonuses received by the Plaintiffs in 2013 and 2014 were in most cases determined long before the end of the calendar year, the period of work for which the bonus payments served as compensation. The Over-the-Scale bonuses received by the Plaintiffs in 2013 and 2014 therefore must also be included in calculating the Plaintiffs' regular rate.

90. The education bonuses received by the Plaintiffs must be included in calculating the Plaintiffs' regular rate in that they were mandatory rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

91. The cash payments received by the Plaintiffs for opting out of the City health insurance must be included in calculating the Plaintiffs' regular rate in that they were mandatory

rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

92. The Health Reimbursement Account contributions that the City of Sheboygan made to the Plaintiffs cannot constitute irrevocable contributions within the meaning of §207(e)(4), when the Plaintiffs would lose their right to access the contributions, once they were terminated for cause.

93. The Health Reimbursement Account Contributions therefore must be included in calculating the Plaintiffs' regular rate.

94. By failing to comply with the requirements outlined in paragraphs 87 to 93 of the Complaint, the City of Sheboygan paid overtime pay to the plaintiffs at a rate lower than one and one half times the regular rate at which they are employed, for their hours worked over 40 per week that were paid by the City of Sheboygan in cash, in violation of DWD §274.03 and Wis. Stat. §109.03(1) and (5).

95. The Plaintiffs are eligible for, in addition to all overtime pay required by law, 50% of the unpaid overtime pay as increased damages under Wis. Stat. §109.11(2); as well as their actual attorneys fees and costs incurred by prosecuting their wage claims against the City of Sheboygan pursuant to Wis. Stat. §109.03(6).

### **III. Failure to Pay Correct Amount of Overtime Pay Under FLSA.**

96. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1-95 of the complaint.

97. By failing to include the Over-the Scale Bonuses, Education Bonuses, Revocable Health Reimbursement Account contributions, and cash payments for opting out of the health insurance in the calculation of the Plaintiffs' regular rate for overtime pay, the City of Sheboygan violated 29 U.S.C. §207(a)(2)(C), for the same reasons that its calculation of the regular rate also violated parallel provisions of Wisconsin law.

98. The City of Sheboygan's violation of §207(a)(2)(C) is willful in that it should have known, by conducting a minimal investigation into the exemptions outlined by §207(e) and regulations of the Department of Labor interpreting the exemptions, that non-discretionary bonus payments, discretionary bonus payments that the employees were told they would receive long before the end of the time period covered by the bonus payments, annual education bonuses, revocable health insurance contributions, and cash payments to the employee for declining the City's health insurance are not included within the exemptions listed in §207(e).

99. The Plaintiffs' FLSA claims are therefore subject to the longer three year statute of limitations to seek redress for the City of Sheboygan's willful violations of the FLSA.


100. The Plaintiffs are entitled to receive, in addition to all wages owed to them under the FLSA, 100% of the owed wages as liquidated damages, plus their reasonable attorneys fees and costs of prosecuting their FLSA claims.

WHEREFORE, the Plaintiffs respectfully move the Court to enter an order that:

1. Certifies each of the collective and Wis. Stat. §803.08 classes outlined in this complaint;
2. Awards to the Plaintiffs all wages, liquidated damages and increased wages, and attorneys fees and costs prayed for by the complaint;
3. Awards to the Plaintiffs such other and further relief as the Court deems just and

proper.

Dated this 19th day of December, 2014.

  
\_\_\_\_\_  
Yingtao Ho (State Bar No. 1045418)  
THE PREVIAANT LAW FIRM, S.C.  
1555 North RiverCenter Drive, Suite 202  
Milwaukee, WI 53212  
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS




Sheboygan. I understand that this consent will be filed simultaneously with a lawsuit against the City of Sheboygan to recover unpaid overtime compensation, retaliation damages, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the last two years as well as the last three years, I have worked for the City of Sheboygan in excess of forty (40) hours in individual work weeks and I have not been paid all of the overtime wages owed to me pursuant to 29 U.S.C. §201 *et seq.*

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Full Legal Name: DANIEL J. GILBERTSON Dated: 12-19-14

Signed: 

**VI**

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

6.15

R. C. No. 353 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the document be referred to the new Common Council.

Refer to  
new Council  
(Finance)

John B. [Signature]  
Julie Kath [Signature]  
[Signature]

[Signature]

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

Other Matters

10.4

R. O. No. 267 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.

Finaxet  
new C.C.

Susan Richards  
City Clerk

RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CLAIM NO. \_\_\_\_\_

31-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

emailed +  
scanned  
3-16-15

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.

Attach and sign additional supportive sheets, if necessary.

This notice form must be signed and filed with the Office of the City Clerk.

TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

CITY OF SHEBOYGAN

Name of Claimant: Rachel L. Colbath

Home address of Claimant: 2350 N. 13<sup>th</sup> Street Sheboygan, WI 53083

Home phone number: 1(920) 980-8256 cell, 1(920) 783-8033 home

Business address and phone number of Claimant: N/A

When did damage or injury occur? (date, time of day) 2/14/15 2:00 pm

Where did damage or injury occur? (give full description) the "parkway" on

Michigan Avenue in front of El Camino Restaurant by the parking meters, just to the west of the restaurant entrance. See attached photos.

How did damage or injury occur? (give full description) Slipped and fell on ice while walking to my vehicle, which was parked across the street from El Camino facing west on Michigan Avenue.

If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

1) Name of such officer or employee, if known: N/A

2) Claimant's statement of the basis of such liability: N/A

If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

1) Public property alleged to be dangerous: location of the ice on public property was the red cobblestone parkway area around the parking meters. See attached photos.

2) Claimant's statement of basis for such liability: The area past the sidewalk referred to as "parkway" is property of the City of Sheboygan, as parking meters are city property - therefore this area is to be kept clear of snow/ice by the city of Sheboygan.

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Fractured fibula, distal left. Required surgery. Torn ligament, requiring physical therapy in the near future. Per orthopedic surgeon - no work 2mo. at least.

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ N/A

Property: \$ N/A

Personal injury: \$ pending

Other: (Specify below) \$ lost wages - pending.

**TOTAL** pending medical bills

Damaged vehicle (if applicable)

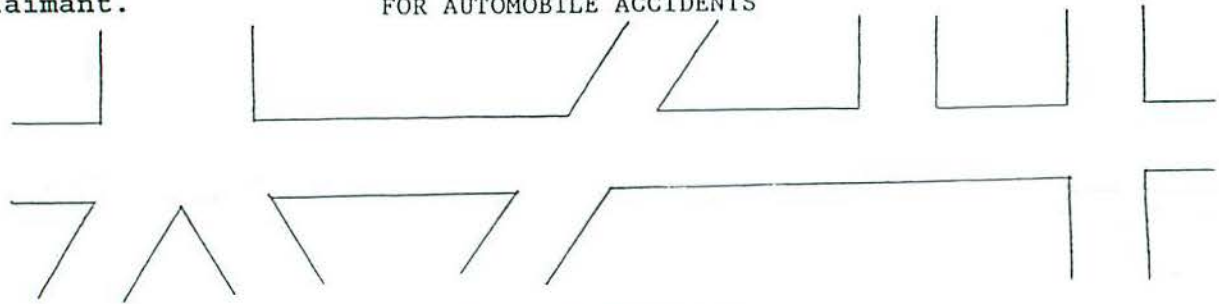
Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

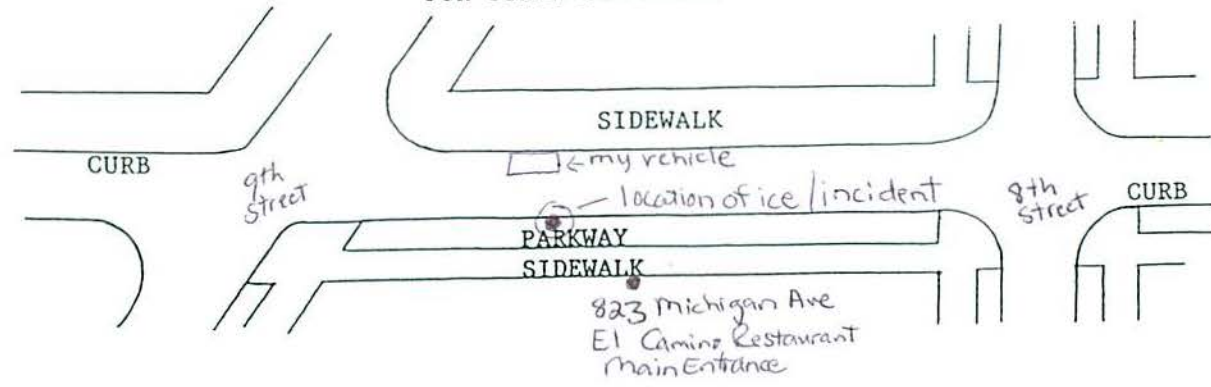
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature]

Date: 3-8-15



DATE RECEIVED \_\_\_\_\_

RECEIVED BY MAR 16 '15 PM 12:22

CLAIM NO. 31-14

CLAIM

Claimant's Name: Rachel L. Colbath Auto \$ N/A  
Claimant's Address: 2350 N. 13<sup>th</sup> Street Property \$ N/A  
Sheboygan, WI 53083 Personal Injury \$ Pending  
Claimant's Phone No. 1(920) 980-8256, 1(920) 783-8033 Other (Specify below) \$ pending  
TOTAL Pending

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ Pending.

SIGNED: Rachel Colbath

DATE: 3-8-15

ADDRESS: 2350 N. 13<sup>th</sup> Street Sheboygan, WI 53083

823 Michigan Avenue, Sheboygan

Photos taken on 2/14/15

3:30pm







**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 353-14-15 by Finance to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Other Matters

7.1

II

ACTION BY FINANCE COMMITTEE 3/14/2016:

MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

R. O. No. 53- 15 - 16. By CITY CLERK. June 15, 2015.

Submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan.

  
\_\_\_\_\_  
City Clerk

Finance

II

20

analogical

STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY  
CIVIL DIVISION, BRANCH \_\_\_\_

NRFC MEMORIAL HOLDINGS, LLC  
433 East Las Colinas Blvd.  
Irving, TX 75039,

Plaintiff,

v.

CITY OF SHEBOYGAN  
828 Center Avenue, Second Floor  
Sheboygan, WI 53081,

Defendant.

Case No. 15CV0346  
Money Judgment / 30301

Process Server Patt  
Date 6/10/15 Time 4:25 A.M. - P.M.  
Served Upon Susan Richards  
828 Center Avenue, Sheboygan  
( ) Personal ( ) Substitute  
( ) Posted (X) Corporate

### SUMMONS

STATE OF WISCONSIN:

To each entity named above as Defendant:

You are hereby notified that the Plaintiff named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

CLERK CIRCUIT COURT  
FILED  
2015 JUN -4 A 11:21  
SHEBOYGAN COUNTY  
WISCONSIN

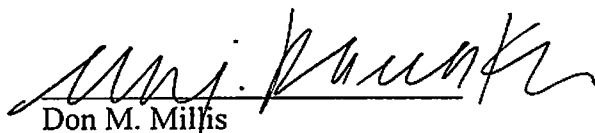
COPY

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703  
Telephone: 608-229-2200  
Facsimile: 608-229-2100

Mailing Address:  
P.O. Box 2018  
Madison, WI 53701-2018

A handwritten signature in dark ink, appearing to read "Don M. Milfs", is written over a horizontal line.

Don M. Milfs  
State Bar ID No. 1015755  
Jessica Hutson Polakowski  
State Bar ID No. 1061368  
Amanda J. Ramaker  
State Bar ID No. 1078623  
Attorneys for Plaintiff

STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY  
CIVIL DIVISION, BRANCH \_\_\_\_

NRFC MEMORIAL HOLDINGS, LLC  
433 East Las Colinas Blvd.  
Irving, TX 75039,

Plaintiff,

v.

CITY OF SHEBOYGAN  
828 Center Avenue, Second Floor  
Sheboygan, WI 53081,

Defendant.

Case No. 15CV0346  
Money Judgment 30301

SHEBOYGAN COUNTY  
WISCONSIN  
JAN -4 A 11:21

CLERK CIRCUIT COURT  
FILED

**COMPLAINT**

NRFC Memorial Holdings, LLC ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant City of Sheboygan (the "City"), alleges as follows:

**NATURE OF ACTION AND PARTIES**

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2014, plus statutory interest, with respect to the parcel of real property in the City (the "Property").

2. Plaintiff is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

COPY



4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City's records as Tax Parcel No.: 59281-215850.

### **JURISDICTION AND VENUE**

5. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

### **BACKGROUND FACTS**

#### ***2014 Assessment***

7. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

8. For 2014, property tax was imposed on property in the City at the rate of \$26.980421 per \$1,000 of assessed value for the Property.

9. For 2014, the City's assessor set the assessment of the Property at \$12,424,400.

10. Plaintiff appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

11. Pursuant to a Stipulation between the Plaintiff, the City, and the Board of Review for the City, the Board of Review sustained the 2014 assessment on the merits at \$12,424,400.

12. The City imposed tax on the Property in the amount of \$335,215.55.

13. Plaintiff timely paid the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

14. On January 23, 2015, Plaintiff timely and personally served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "2014 Claim"). A true

and correct copy of the 2014 Claim is attached hereto as **Exhibit A** and is incorporated herein by reference.

15. On or about March 6, 2015, Plaintiff received a letter from the City Attorney, stating that the City Council considered the claim and disallowed it in its entirety ("2014 Disallowance"). A true and correct copy of the 2014 Disallowance is attached hereto as **Exhibit B** and is incorporated herein by reference.

### **CLAIM FOR RELIEF**

#### ***2014 Assessment***

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. The fair market value of the Property as of January 1, 2014 was no higher than \$3,000,000.

18. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than \$2,907,191.

19. Based on the tax rate of \$26.980421 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than \$78,437.

20. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of \$256,778.

21. Plaintiff is entitled to a refund of 2014 tax in the amount of \$256,778, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2014 should be no higher than \$2,907,191;

B. A determination that the correct tax on the Property for 2014 should be no higher than \$78,437;

C. Judgment in the amount of \$256,778, or such greater amount as may be determined due to Plaintiff, plus statutory interest;

E. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorneys; and

F. Such other and further relief as the Court deems appropriate and just.

Dated this 3rd day of June, 2015.

Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street, Suite 600  
Madison, WI 53703  
Telephone: 608-229-2200  
Facsimile: 608-229-2100

Mailing Address:  
P.O. Box 2018  
Madison, WI 53701-2018



Don M. Millis  
State Bar ID No. 1015755  
Jessica Hutson Polakowski  
State Bar ID No. 1061368  
Amanda J. Ramaker  
State Bar ID No. 1078623  
Attorneys for Plaintiff

32103883

January 20, 2015

Don M. Millis, Esq.  
Direct Dial: 608-229-2234  
dmillis@reinhardtlaw.com

**CLAIM FOR EXCESSIVE ASSESSMENT**

**SERVED BY PROCESS SERVER**

Sue Richards, Clerk  
City of Sheboygan  
828 Center Avenue, 2nd Floor  
Sheboygan, WI 53081

Process Server

Time 2:55 A.M. - P.M. Date 1/23/15

Served Upon Sue Richards

828 Center Avenue, Sheboygan

( ) Personal

( ) Substitute

( ) Posted

(x) Corporate

*rec'd by Susan Richards, City Clerk 1/23/15*

Dear Clerk:

Re: Tax Parcel No. 59281-215850

Now comes Claimant, NRFC Memorial Holdings, LLC, owner of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2014, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No. 59281-215850.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.9063831% as of January 1, 2014.

**COPY**



6. For 2014, property tax was imposed on property in the City at the rate of \$26.980421 per \$1,000 for of the assessed value for Property.

7. For 2014, the City's assessor set the assessment of the Property at \$12,424,400.

8. Claimant appealed the 2014 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at \$12,424,400.

10. The City imposed tax on the Property in the amount of \$335,216.

11. Claimant is timely paying the property taxes imposed by the City on the Property for 2014, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2014 was no higher than \$3,000,000.

13. Based on the aggregate ratio of 96.9063831%, the correct assessment of the Property for 2014 is no higher than \$2,907,191.

14. Based on the tax rate of \$26.980421 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2014 should be no higher than \$78,437.

15. The 2014 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2014 was excessive in at least the amount of \$256,778.

16. Claimant is entitled to a refund of 2014 tax in the amount of \$256,778, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is \$256,778, plus interest thereon.

Sue Richards, Clerk  
January 20, 2015  
Page 3

Dated at Madison, Wisconsin, this 20th day of January, 2015.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Don M. Millis", written over the typed name.

Don M. Millis  
Agent for Claimant

28875845



March 4, 2015

CERTIFIED MAIL

NRFC Memorial Holdings, LLC  
c/o Don M. Millis, Agent  
Reinhart Boerner Van Deuren S.C.  
22 East Mifflin Street  
Suite 600  
Madison, WI 53703

Re: Claim for Excessive 2014 Assessment Against the  
City of Sheboygan  
Tax Parcel No.: 59281-215850

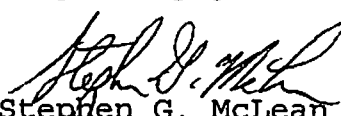
Dear Mr. Millis:

At its meeting on March 2, 2015, the Common Council of the City of Sheboygan considered the above-referenced claim of NRFC Memorial Holdings, LLC dated January 20, 2015 and filed on January 23, 2015. The Common Council denied the claim for excessive assessment in full. The claimant may commence an action in circuit court to recover the amount of the claim not allowed.

Please be advised that pursuant to sec. 74.37(3)(d), Wis. Stats., the action must be commenced within 90 days after the date of receipt of this letter.

If you have any further questions on this claim, you may contact the City Attorney's office at (920) 459-3917.

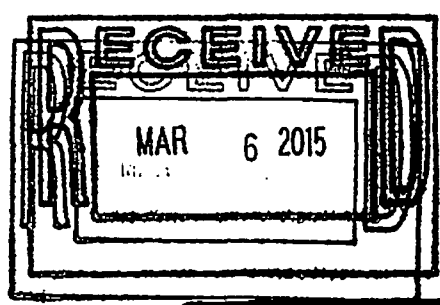
Very truly yours,

  
Stephen G. McLean  
CITY ATTORNEY

CITY ATTORNEY'S OFFICE  
  
CITY HALL  
828 CENTER AVE., SUITE 304  
SHEBOYGAN, WI  
53081-4442  
  
920/459-3917  
FAX 920/459-3919  
  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

SGM/gmp

cc: Ms. Susan Richards  
Ms. Laurie Suhrke  
Mr. Lee Grosenick





SHEBOYGAN CITY ATTORNEY  
828 CENTER AVENUE, SUITE 304  
SHEBOYGAN, WI 53081-4442

Return Service Requested

**CERTIFIED MAIL**



7013 2630 0000 8942 8018



**RETURN RECEIPT  
REQUESTED**

NRFC Memorial Holdings, LLC  
c/o Don M. Millis, Agent  
Reinhart Boerner Van Deuren S.C.  
22 East Mifflin Street  
Suite 600  
Madison, WI 53703

53703422550



**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 53-15-16 by the City Clerk submitting a Summons and Complaint in the matter of NRFC Memorial Holdings, LLC v City of Sheboygan; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

3.3

R. O. No. 78 - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a claim from Janet Nelson for alleged injuries when she tripped and fell on the sidewalk on N. 11<sup>th</sup> St. next to restaurant and store.

Finance

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City Clerk

8.8

五

8.8

DATE RECEIVED 07-08-15

RECEIVED BY MM1

CLAIM NO. 08-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Janet Nelson
2. Home address of Claimant: 2504 Main Ave., Sheboygan
3. Home phone number: 920-457-5389
4. Business address and phone number of Claimant: 1029 Michigan Ave., Sheboygan, 920-458-1295
5. When did damage or injury occur? (date, time of day) 6/30/15 @ 9:45 a.m.
6. Where did damage or injury occur? (give full description) on N. 11th Street sidewalk next to restaurant + store.
7. How did damage or injury occur? (give full description) Foot got caught on the cement and tripped.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: Sidewalk next to the restaurant + Salvation Army on N. 11th St.
  - (b) Claimant's statement of basis for such liability: Loss of wages, damage to personal items + bodily injury



10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Cuts to my forehead & lump above @ temple. Broken  
@ elbow & 6 in. (approx) bruise to @ hip. Broken  
glasses.

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:

\$ N/A

Property:

\$ unknown @ this time

Personal injury:

\$ unknown @ this time

Other: (Specify below

\$ \_\_\_\_\_

**TOTAL**

Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

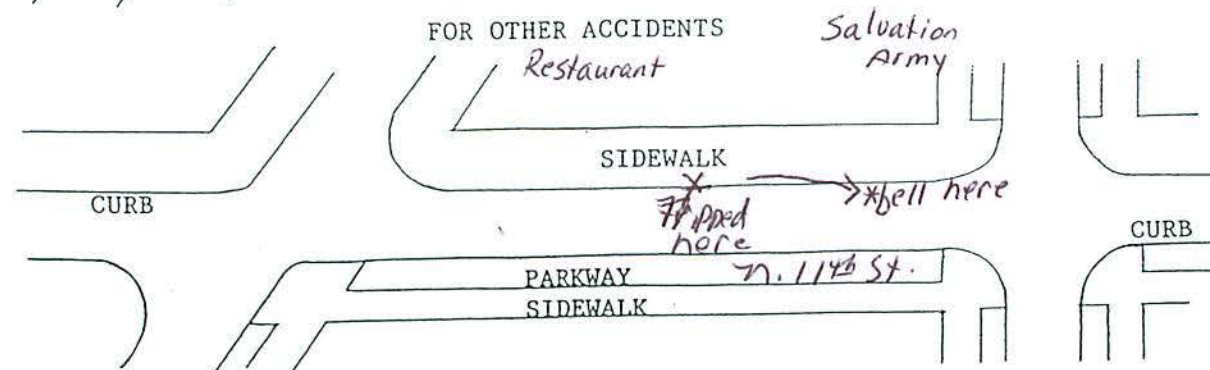
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Janet Nelson

Date:

7/5/15

DATE RECEIVED 07-08-15

RECEIVED BY MMI

CLAIM NO. 08-15

CLAIM

Claimant's Name:

Janet Nelson

Auto

\$

Claimant's Address:

2504 Main Ave.

Property

\$

Sheboygan, 53083

Personal Injury

\$

Claimant's Phone No.

920-457-5389

Other (Specify below)

\$

TOTAL

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ \_\_\_\_\_.

*\*Have not received any bills or invoices @ this time.*

SIGNED:

Janet Nelson

DATE:

7/5/15

ADDRESS:

2504 Main Ave.

Sheboygan, WI 53083



**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 78-15-16 by the City Clerk submitting a claim from Janet Nelson for alleged injuries when she tripped and fell on the sidewalk on N. 11<sup>th</sup> St. next to the restaurant and store; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ACTION BY FINANCE COMMITTEE 3/14/2016:

MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

3.10

R. O. No. 155 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a Summons and Complaint in the matter of Kristi A. Potochnik  
v City of Sheboygan et al.

Finance

---

City Clerk

218

II

219

SEP 14 '15 4:11

STATE OF WISCONSIN

CIRCUIT COURT  
CIVIL DIVISION

SHEBOYGAN COUNTY

KRISTI A. POTOCHNIK

2111 North 10<sup>th</sup> Street  
Sheboygan, WI 53081,

Plaintiff,

STATE OF WISCONSIN, DEPARTMENT OF  
HEALTH SERVICES

1 West Wilson Street  
Madison, WI 53703,

Involuntary Plaintiff,

v.

CITY OF SHEBOYGAN

a municipal entity  
828 Center Ave., Suite 304  
Sheboygan, WI 53081,

Defendant,

UNITED HEALTHCARE OF WISCONSIN, INC.,

a Wisconsin corporation  
10701 Research Drive  
Wauwatosa, WI 53226,

CARE IMPROVEMENT PLUS WISCONSIN  
INSURANCE COMPANY

9700 Health Care Lane MN 17-E900  
Minnetonka, MN 55343-4522,

Subrogated Defendants.

CIRCUIT COURT BRANCH 1  
L EDWARD STENGEL  
615 N SIXTH STREET  
SHEBOYGAN WI 53081

SLH Services

Server Sepe Calk

Date 9-14-15 Time 1:05 PM

SUMMONS

15CV0563

Case No. \_\_\_\_\_

Personal Injury/Auto: 30101

AMOUNT CLAIMED GREATER THAN \$5,000

CLERK CIRCUIT COURT  
FILED  
2015 SEP 14 P 1:02  
SHEBOYGAN COUNTY  
WISCONSIN

---

SUMMONS

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THE STATE OF WISCONSIN TO SAID DEFENDANT:

To each person named above as a defendant, you are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081 and to DUBIN & BALISTRERI, LTD., whose address is 1551 North Prospect Avenue, Milwaukee, WI 53203-0091. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 10<sup>th</sup> day of August, 2015.

DUBIN & BALISTRERI, LTD.

By:

  
~~Carl L. Dubin, State Bar No. 1009717~~

DUBIN & BALISTRERI, LTD.  
1551 North Prospect Avenue  
Milwaukee, WI 53202-2367  
Tel: (414) 277-0600  
Fax: (414) 277-5097

**KRISTI A. POTOCHNIK**2111 North 10<sup>th</sup> Street  
Sheboygan, WI 53081,

Plaintiff,

**STATE OF WISCONSIN, DEPARTMENT OF  
HEALTH SERVICES**1 West Wilson Street  
Madison, WI 53703,

Involuntary Plaintiff,

v.

**CITY OF SHEBOYGAN**a municipal entity  
828 Center Ave., Suite 304  
Sheboygan, WI 53081,

Defendant,

**UNITED HEALTHCARE OF WISCONSIN, INC.,**a Wisconsin corporation  
10701 Research Drive  
Wauwatosa, WI 53226,**CARE IMPROVEMENT PLUS WISCONSIN  
INSURANCE COMPANY**9700 Health Care Lane MN 17-E900  
Minnetonka, MN 55343-4522,

Subrogated Defendants.

**COMPLAINT 15CV0563**

Case No. \_\_\_\_\_

Personal Injury/Auto: 30101

AMOUNT CLAIMED GREATER THAN \$5,000

CLERK CIRCUIT COURT  
FILED  
2015 SEP 14 P 1:02  
SHEBOYGAN COUNTY  
WISCONSIN

---

**COMPLAINT**

---

NOW COMES the above named plaintiff, KRISTI A. POTOCHNIK, by her attorneys, DUBIN & BALISTRERI, LTD, by Carl L. Dubin, as and for a complaint against the defendant, alleges as follows:

1. That the plaintiff, **KRISTI A. POTOCHNIK** (hereinafter "KRISTI"), is an adult individual residing at 2111 North 10<sup>th</sup> Street, Sheboygan, WI 53081.

2. That the defendant, **CITY OF SHEBOYGAN** (hereinafter "SHEBOYGAN") is a

municipal corporation duly existing under the laws and constitution of the State of Wisconsin, whose principal offices are located at 828 Center Ave., Suite 304, Sheboygan, Wisconsin 53081.

3. The involuntary plaintiff, **STATE OF WISCONSIN, DEPARTMENT OF HEALTH SERVICES**, (hereinafter “the Department”) with home offices located at 1 Wilson Street, Madison, WI 53703, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident and thereafter and therefore may claim to be subrogated to plaintiff's rights. The Department has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

4. The subrogated defendant, **UNITED HEALTHCARE OF WISCONSIN, INC.**, (hereinafter “United”), with home offices located at 10701 Research Drive, Wauwatosa, WI 53226, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. United has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

5. The subrogated defendant, **CARE IMPROVEMENT PLUS WISCONSIN INSURANCE COMPANY**, (hereinafter “Care”), with home offices located at 9700 Health Care Lane MN 17-E900, Minnetonka, MN 55343-4522, provides medical insurance coverage and provided coverage for the plaintiff, Kristi, at the time of this accident. Care has made payment to or on behalf of the plaintiff, Kristi, for her injuries sustained and pursuant to sec. 803.03 Wis. Stats. is a proper party to this action.

6. The procedures designated in Section 893.30, Wisconsin Statutes, have been complied with in this matter, to wit: Notice of Circumstances Giving Rise to Claim and Claim Pursuant to Wis. Stat. Sec. 893.80 was served on the defendant, **SHEBOYGAN**, on April 25, 2014 and Claim for Damages was served on the defendant, **SHEBOYGAN**, on January 20, 2015. On April 10, 2015,



**SHEBOYGAN** served notice of disallowance of the claim on **KRISTI**. Under Section 893.80(1g), plaintiff may bring an action on a claim under 893.80(1g) within six (6) months from the date of service of this notice.

7. On March 3, 2014, on a **SHEBOYGAN** sidewalk adjacent to the Q Mart located at 1006 Geele Avenue, Sheboygan, WI 53081, **KRISTI** stepped off the curb at the corner of North 10<sup>th</sup> Street and Geele Avenue onto a curb drain that had been constructed, placed, inspected and carelessly and negligently maintained by **SHEBOYGAN**, its agents, servants and employees; the curb drain was covered with snow and **KRISTI**'s right foot and leg suddenly and without warning slid through the hole in the defective curb drain.

8. The curb drain at the corner of North 10<sup>th</sup> Street and Geele Avenue was defective, and this defect created a nuisance that was known or should have been known by **SHEBOYGAN**. The drain was defective because it was missing a bar, which created a hole in the curb drain big enough for an average person's, including **KRISTI**'s, foot and leg to fall through.

9. That as a result of her leg slipping through the hole in the curb drain, **KRISTI** sustained injuries to her right lower extremity and back and resulting damages.

10. **SHEBOYGAN** provided no notice of the defective and hazardous curb drain to **KRISTI** or to any other pedestrians walking in the surrounding area.

11. That the defendant **SHEBOYGAN**, as a municipal entity, has a duty to maintain public roadways, including the curb area and curb drains.

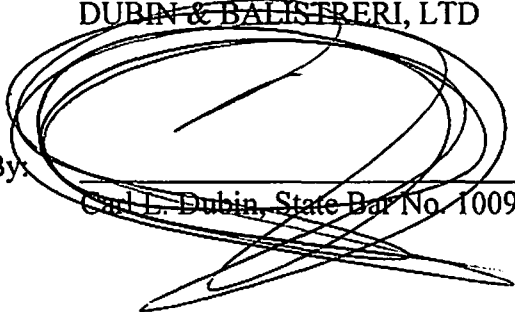
12. That **SHEBOYGAN** knew or should have known of the defective and hazardous curb drain and nuisance, and negligently and carelessly left it in a defective condition for a significant period of time to the detriment of the public, and negligently and carelessly failed to alert the public of this nuisance, causing the plaintiff to sustain personal injuries and damages.

13. As a direct and proximate result of the negligence of the defendant above named on March 3, 2014, the plaintiff, **KRISTI**, sustained severe personal injuries causing her to incur pain, suffering and disability, past and future, and items of medical expense for the care and treatment of said injuries, past and future, and loss of earning capacity.

**WHEREFORE**, the plaintiff, **KRISTI**, demands judgment against the defendant, **SHEBOYGAN**, according to law, together with attorney fees, costs and disbursements of this action.

Dated this 10<sup>th</sup> day of September, 2015

DUBIN & BALISTRERI, LTD  
1551 North Prospect Avenue  
Milwaukee, WI 53202-2367  
Tel: (414) 277-0600  
Fax: (414) 277-5097

DUBIN & BALISTRERI, LTD  
By:   
Carl L. Dubin, State Bar No. 1009717

VI

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 155-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Kristi A. Potochnik v City of Sheboygan et al; recommends that the documents be referred to the new Common Council (2016-2017).

Refer to  
new Council  
(2016-2017)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 207-15-16 by the City Clerk submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

9.3

ACTION BY FINANCE COMMITTEE 3/14/2016:

MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

R. O. No. 207 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova.

---

City Clerk

Finance

Rec'd 11-13-15  
Claim # 16-15

**NOTICE OF INJURY OR CIRCUMSTANCES**  
**Pursuant to Wisconsin Statute Section 893.80(1d)(a)**

This Notice must be served upon the local governmental body and upon the body's officers, officials, agents or employees within 120 days after the happening of the event giving rise to the claim. Service is to be accomplished as set forth in Wisconsin Statute Section 801.11.

Claimant Name(s) BRAEDEN J. SCHEELE, MINOR SON OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1<sup>ST</sup> ST, UNIT #4  
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Date and Time of Event Giving Rise to the Claim: JULY 16 @ 5:15 P.M.

Location of Event Giving Rise to the Claim: THE HOME AT ABOVE ADDRESS.

Statement of the Circumstances of the Event Giving Rise to the Claim, including the names of all persons involved, the identification of all witnesses, if any, and the names and job titles of the local governmental body's employees or agents involved (use additional sheets if necessary):

AFTER DEEP CONTEMPLATION AND THE LEGAL OPINION OF AN ATTORNEY, WE AS A FAMILY, BELIEVE THAT IN THE COURSE OF A SEARCH WARRANT, OUR FOURTH, FIFTH AND SIXTH AMENDMENT RIGHTS WERE VIOLATED, AND THAT THERE WAS AN UTTER DISREGARD TO THE SAFETY OF OUR MINOR SON BY ENDANGERING HIM, LEAVING HIM DETAINED IN THE POTENTIAL LINE OF FIRE OUTSIDE OF OUR HOME, BY FORCING HIM TO WITNESS THE SEARCH OF OUR GARAGE. WE ALSO BELIEVE THAT AN INVESTIGATIONAL DETENTION OF FAITH (HANDCUFFED) AND SON BRAEDEN EXCEEDED WHAT THE SUPREME COURT DEEMS ALLOWABLE, THUS, BY ALL LEGAL STANDARDS, THE INVESTIGATIONAL DETENTION TURNED INTO AN ACTUAL ARREST, IN WHICH NEITHER FAITH OR MINOR SON BRAEDEN WERE MIRANDIZED, (FALSE ARREST) FOR THE PURPOSES OF STAYING WITHIN THE 120 DAY LIMITATION OF WISCONSIN STATUTE 893.80 (1d)(a) WE ARE SIMPLY PUTTING BOTH THE SHEBOYGAN POLICE DEPARTMENT AND THE SHEBOYGAN COUNTY SHERIFFS DEPARTMENT ON NOTICE, AND WILL PROVIDE THE NAMES OF THE PERSONS IN CHARGE, INVOLVED WHEN WE OBTAIN REPORTS FROM BRIAN'S DEFENSE ATTORNEY, KIRK OBEAR. FURTHER, WE ARE PLANNING ON RETAINING THE LAW OFFICE OF JEFF SCOTT OLSON IN THIS MATTER. THANK YOU.

Signature(s) of claimant or claimant's agent:

FAITH C. DANBROVA ON BEHALF OF MYSELF  
Brian Scheele AND MINOR SON, BRAEDEN

Date: NOV. 1, 2015

Date: 11-1-15

Date: \_\_\_\_\_

**NOTICE OF CLAIM AND CLAIM FOR DAMAGES**  
**Pursuant to Wisconsin Statute Section 893.80(1d)(b)**

This Notice must be served upon the appropriate clerk or the person who performs the duties of a clerk or secretary for the local governmental body. Either attach the previously served Notice of Injury or Circumstances to this Notice or provide the additional information which would have been provided in the Notice of Injury or Circumstances form.

Claimant Name(s): BRAEDEN J. SCHEELE (MINOR SON) OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1<sup>ST</sup> ST, UNIT #4  
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Provide an Itemized Statement of the Claim or Relief Sought, including proof of the amount of the claim by means of receipts or itemized estimates, and a specific dollar amount for settlement or alternative relief sought (use additional sheets if necessary):

*PURSUANT TO WISCONSIN STATUTE SECTION 893.80(1d)(b),  
WE WILL PROVIDE DETAILS OF DAMAGE CLAIM UPON ADVISEMENT  
OF AN ATTORNEY.*

Signature(s) of claimant or claimant's agent:

*Don C. Schell* *ON BEHALF OF MYSELF*  
*Brian Scheele* *AND MINOR SON, BRAEDEN*

Date: NOV 1, 2015

Date: 11-1-15

Date: \_\_\_\_\_



II

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER TO NEW COMMON COUNCIL

4.3

R. O. No. 209- 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss).

*Finance*

---

City Clerk

103

III



PO Box 13216 / Green Bay, WI 54307-3216  
Fax: 920-662-8340  
Direct Fax: 888-220-8707

rec'd 11-9-15  
Claim# 14-15

November 3, 2015

City Of Sheboygan  
Risk Management  
825 Center Ave, Ste 100  
Sheboygan, WI 53081

Member: Martha Leppanen  
Patient: Doug Leppanen  
Date of Loss: 07/17/2015  
Optum File#: SN12353184

Dear Risk Management:

Optum represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on your premises on the above date of loss. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide.

Our investigation of this loss indicates that it may be a liability situation.

Please forward this information to your liability insurance carrier. If you do not have liability insurance, then you must contact us to make the necessary arrangements for our subrogation claim.

Consider this letter as our **SUBROGATION NOTICE** for the above loss.

Please give this matter your immediate attention.

Sincerely,

  
BARBARA CONNELLY  
Recovery Resolution Analyst 920-662-8261  
Optum

**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 209-15-16 by the City Clerk submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss); recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

4.5

R. O. No. 281 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.

Finance

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City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff,

vs.

Mark L. Vollmer  
4616 Fox Grove Road  
Sheboygan, WI 53081

Patricia J. Vollmer  
4616 Fox Grove Rd  
Sheboygan, WI 53081-1126

HSBC Mortgage Services Inc.  
c/o CIT Corporation System, Registered Agent  
208 S La Salle St Ste 814  
Chicago, IL 60604-1101

Community Bank & Trust a/k/a Community Bank  
1214 Tower Ave  
Superior, WI 54880-1524

✓ Redevelopment Authority of the City of  
Sheboygan  
826 Center Ave  
Sheboygan, WI 53081-4415

Defendants.

SUMMONS

Case No. 16-CV-20 Calumet County Clerk of Courts  
Connie Daun

Case Code 30404  
(Foreclosure of Mortgage)  
The amount claimed exceeds \$10,000.00

AUTHENTICATED COPY

Case # 16-CV-20

FEB 03 2016

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be

2-11-16  
4:43P  
✓

sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 12 day of February, 2016.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: [Signature]  
William N. Foshag  
State Bar No. 1020417  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
066150F02

Address of Court:  
Calumet County Courthouse  
206 Court Street  
Chilton, WI 53014-1127

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.



STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

AUTHENTICATED COPY

Case # 16-CV-20

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

COMPLAINT

FEB 03 2016

Plaintiff,

Case No. 16-CV-20

Calumet County Clerk of Courts  
Connie Daun

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Mark L. Vollmer  
4616 Fox Grove Road  
Sheboygan, WI 53081

Patricia J. Vollmer  
4616 Fox Grove Rd  
Sheboygan, WI 53081-1126

HSBC Mortgage Services Inc.  
c/o CT Corporation System, Registered Agent  
208 S La Salle St Ste 814  
Chicago, IL 60604-1101

Community Bank & Trust a/k/a Community Bank  
1214 Tower Ave  
Superior, WI 54880-1524

Redevelopment Authority of the City of  
Sheboygan  
826 Center Ave  
Sheboygan, WI 53081-4415

Defendants.

---

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference. Said mortgage was subsequently assigned to Wells Fargo Bank, N.A. and was recorded in the Calumet County Register of Deeds office on 8/27/2015 as document number 507224. A true copy of the assignment of mortgage is attached hereto as Exhibit C and is incorporated by reference.
2. The mortgaged real estate is owned of record by Mark L. Vollmer and Patricia J.

**Vollmer.**

**3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$94,942.83 together with interest from the 1st day of June, 2015.**

**4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.**

**5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.**

**6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.**

**7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.**

**8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.**

**WHEREFORE, the plaintiff demands.**

**1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.**

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 15 day of February, 2016.

Gray & Associates, L.L.P.  
Attorneys for Plaintiff

By: 

William N. Foshag  
State Bar No. 1020417  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Certified True Copy  
of Original

NOTE

VOLLMER  
LOAN #  
NEN:

MARCH 25, 2005  
[Date]

CHILTON  
[City]

WISCONSIN  
[State]

423 DOVE AVENUE CHILTON, WI 53014

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 114,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MIT LENDING

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on MAY 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If on APRIL 1, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 33 MAIDEN LANE, 6TH FLOOR, NEW YORK, NY 10038

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 676.72

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

EXHIBIT A

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums

prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Mark L. Vollmer 3/28/05  
- BORROWER - MARK L. VOLLMER - DATE -

[Sign Original Only]

FOR VALUE RECEIVED, Pay To The Order Of

Without Recourse:  
MIT LENDING

By: [Signature]  
Title: Linda Kuoppala, Assistant Secretary

WISCONSIN FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
(page 3 of 3 pages)

EXHIBIT A



**MORTGAGE**

Register of Deeds  
Calumet County, WI

Received for Record  
Date: 4/8/05 8:53  
Debra L. Tasch

When Recorded Mail To:  
MIT LENDING

33 MAIDEN LANE,  
6TH FLOOR  
NEW YORK, NY  
PHONE: ( ) - -

VOLLNER  
LOAN #  
CASE #  
MIN: [REDACTED]

PIN: 2110210000030A0000181912004300

[Space Above This Line For Recording Data]

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 25, 2005 together with all Riders to this document.

(B) "Borrower" is MARK L. VOLLNER AND PATRICIA J. VOLLNER HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is MIT LENDING

Lender is a CORPORATION  
of NEW YORK

organized and existing under the laws

LANE, 6TH FLOOR NEW YORK, NY 10038

Lender's address is 33 MAIDEN

Lender is the mortgagee under this Security Instrument.

(E) "Note" means the promissory note signed by Borrower and dated MARCH 25, 2005

The Note states that Borrower owes Lender

ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$114,400.00

) plus interest. Borrower has promised to pay this debt in

regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction) of CALUMET (Name of Recording Jurisdiction):

LOT NUMBER THREE (3) OF NORTHWOODS  
ESTATES, CITY OF CHILTON, CALUMET  
COUNTY, WISCONSIN.

which currently has the address of 423 DOVE AVENUE

CHILTON  
[City]

, Wisconsin

[Street]

53014

[Zip Code]

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess

may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the

[REDACTED]

enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund

[REDACTED]

of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to

[REDACTED]

the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - If any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in

[REDACTED]

value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted



limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money

order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Mark L. Vollmer 3/25/05

- BORROWER - MARK L. VOLLMER - DATE -

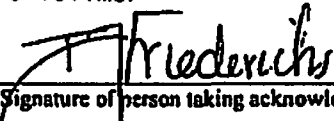
Patricia J. Vollmer 3/25/05

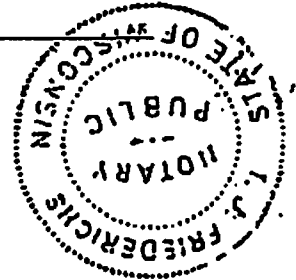
PATRICIA J VOLLMER - DATE -

(Space Below This Line For Acknowledgment)

State of Wisconsin  
County of Calumet

This instrument was acknowledged before me on March 25, 2005, by  
Mark L Vollmer and Patricia J Vollmer

  
(Signature of person taking acknowledgment) T.J. Friederichs  
(Title or Rank)  
My Commission Expires: 11-9-08



This instrument was drafted by:  
NIKKI ROESSLER  
MIT LENDING

33 MAIDEN LANE, 6TH FLOOR, NEW YORK,  
NY 10038

# ASSIGNMENT

Document Number

DOCUMENT # 507224

TAMARA ALTEN  
REGISTER OF DEEDS  
CALUMET COUNTY, WIRECEIVED FOR RECORD  
08/27/2015 10:24 AM

When Recorded Return To:

ASSIGNMENT TEAM  
WELLS FARGO BANK, N.A.  
MAC: N9289-016  
PO BOX 1629  
EAGAN, MN 55121-4400

ENVELOPE

Parcel ID No. 211-0210-000030A-000-0-181912-00-4300

THIS IS A STYLE "B" FORM UNDER WIS ACT 110 WITH 3X3 SPACE IN UPPER RIGHT CORNER  
Calumet, Wisconsin  
"VOLLMER"

MN # [REDACTED] SIS #: 1-888-079-6377

Date of Assignment: August 24th, 2015

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS  
SUCCESSORS AND ASSIGNS of P.O. BOX 2028, FLINT, MI 48501

Assignee: WELLS FARGO BANK, NA at 1 HOME CAMPUS, DES MOINES, IA 50328

Executed By: MARK L. VOLLMER AND PATRICIA J. VOLLMER HUSBAND AND WIFE AS SURVIVORSHIP  
MARITAL PROPERTY TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT  
LENDING, ITS SUCCESSORS AND ASSIGNS  
Date of Mortgage: 03/25/2005 Recorded: 04/01/2005 as Instrument No.: 389990 In the County of Calumet, State  
of Wisconsin.

Parcel ID No. 211-0210-000030A-000-0-181912-00-4300

Property Address: 423 DOVE AVENUE, CHILTON, WI 53014

Legal: LOT NUMBER THREE (3) OF NORTHWOODS ESTATES, CITY OF CHILTON, CALUMET COUNTY,  
WISCONSIN.KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of  
which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said  
Mortgage having an original principal sum of \$114,400.00 with interest, secured thereby, and the full benefit of all the  
powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys  
unto the said Assignee, the Assignor's interest under the Mortgage.TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the  
terms contained in said Mortgage.MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS  
SUCCESSORS AND ASSIGNS  
On 8-24-15

By:

  
Scott Gerald Heekins  
Assistant Secretary

EXHIBIT C

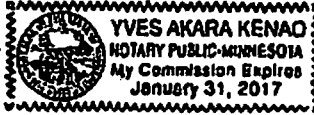
STATE OF Minnesota  
COUNTY OF Dakota

Yves Akara Kenao

On 8-24-15 before me, Yves Akara Kenao, a Notary Public in the State of Minnesota,  
personally appeared Scott Gerald Heurkins, Assistant Secretary, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity,  
and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal,

Yves Akara Kenao  
Yves Akara Kenao  
Notary Expires: 1/31/17



(This area for notarial seal)

PREPARED BY: WELLS FARGO BANK, N.A.

EXHIBIT C



# FORECLOSURE REPORT - SCHEDULE B-II

File [REDACTED]

**Knight | Barry**  
TITLE GROUP  
Integrity. Experience. Innovation.

Knight Barry Title Services LLC  
5697 Grande Market Drive  
Appleton, WI 54913  
920-733-1400  
Fax: 920-733-7005

Refer Inquiries to: Kim Diedrick (appleton@knightbarry.com)

Completed on: 1/22/16 2:28 pm

Last Revised on: 1/26/16 12:02 pm

Printed on: 1/26/16 12:03 pm

In accordance with the addressee's request, we have made a search of the records in the various public offices of Calumet County and find that: (i) as of the Effective Date, title to the Land is in the owner or owners of record set forth in Schedule A, above, and (ii) that there has been no change of record affecting the Land since when the borrower(s) under the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report, except those matters shown below (it is understood and agreed by the addressee that the Company has searched the public records for the following time period: from when the borrower(s) on the mortgage to be foreclosed (or the debtor under the condominium lien) took title to the Land through the Effective Date of this Report):

1. General Taxes for the year 2016 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2016 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2016 and subsequent years."
2. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
3. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to MERS as nominee for M&I Bank FSB in the amount of \$30,000.00 dated May 17, 2006 and recorded May 23, 2006 as Document No. 405236.  
The mortgage described above was assigned of record to HSBC Mortgage Services Inc. by an instrument recorded September 2, 2015 in Document No. 507398.
4. Mortgage from Mark L. and Patricia J. Vollmer, Husband and Wife to Community Bank & Trust in the amount of \$110,000.00 dated April 12, 2011 and recorded April 25, 2011 as Document No. 463995.
5. Judgment entered December 29, 2014 and docketed January 29, 2015 in favor of Community Bank & Trust, creditor(s) and against Bridal Essence LLC, Patricia J. Vollmer and Mark L. Vollmer, 423 Dove Ave., Chilton, WI 53014, debtor(s) in the amount of \$91,252.60, Case No. 2015TJ000006.
6. Judgment entered January 6, 2015 and docketed January 16, 2015 in favor of Community Bank & Trust, creditor(s) and against Bridal Essence LLC and Patricia Vollmer, 423 Dove Avenue, Chilton, WI 53014, debtor(s) in the amount of \$2,528.24, Case No. 2014SC000632.
7. Judgment entered April 13, 2015 and docketed April 20, 2015 in favor of Redevelopment Authority of the City of Sheboygan, creditor(s) and against Bridal Essence LLC, Patricia Vollmer and Mark Vollmer, 423 Dove Avenue, Chilton, WI 53014, debtor(s) in the amount of \$20,183.78, Case No. 2015TJ000017.
8. Payment of taxes for the year 2015 cannot be verified at this time of the year. Please provide a paid receipt and this exception will be removed. Amount due \$2,512.40

## Footnotes to Schedule B

- a. Taxes for the year 2014 in the amount of \$2,603.85, and all prior years are paid.
- b. This commitment is solely for the purpose of guaranteeing a purchaser at Sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes. Additionally, the amount of insurance must be increased to the amount of the sale price. Additional premium will be billed at the time.
- c. The Company has searched the records in the United States District Court for the Eastern District of Wisconsin and as of the date of the search, there are no bankruptcy proceedings commenced or pending in said court for the present owners of the subject premises. The company hereby disclaims any liability for the consequences of any bankruptcy proceedings commenced or pending in any District of the United States Bankruptcy Court other than the Eastern District of Wisconsin.

## FORECLOSURE REPORT

Your nationwide source for title and closing services.  
Visit [www.knightbarry.com](http://www.knightbarry.com) for a list of offices and services.

Page 3 of 4

# LIEN REPORT

**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 281-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark L. Vollmer et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

ACTION BY FINANCE COMMITTEE 3/14/2016:  
MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

4.6

R. O. No. 282 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank,  
N.A. v Mark M. Meyer et al.

Finance

---

City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., SUCCESSOR  
BY MERGER TO WELLS FARGO HOME  
MORTGAGE, INC.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

Plaintiff,

vs.

CASE NO. **16CV0049**  
FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH 3  
ANGELA W. SUTKIEWICZ  
615 NORTH SIXTH STREET  
SHEBOYGAN WI 53081

SUMMONS

MARK M. MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

JANE DOE MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN  
c/o Susan Richards, City Clerk  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin 53081

*4:00 PM 2/11/16*  
*Palit*  
*828 Center Avenue Sheboygan*  
*Di Bruno*  
*56609*  
*X*

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days\* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days\* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment

may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

(\*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 3<sup>rd</sup> day of February, 2016.

KOHNER, MANN & KAILAS, S.C.  
Attorneys for Plaintiff



---

BY: Janine L. Collette – 1063934  
[jcollette@kmksc.com](mailto:jcollette@kmksc.com)

Post Office Address:  
Kohner, Mann & Kailas, S.C.  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059  
Telephone: (414) 962-5110  
Facsimile: (414) 962-8725

**NOTICE REQUIRED BY THE FAIR DEBT  
COLLECTION PRACTICES ACT (the Act)  
15 U.S.C. Section 1692 As Amended**

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.
2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.
3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.
4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.
7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
9. Written requests should be addressed to Kohner, Mann & Kailas, S.C.,  
4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

**WELLS FARGO BANK, N.A., SUCCESSOR  
BY MERGER TO WELLS FARGO HOME  
MORTGAGE, INC.  
3476 Stateview Boulevard  
Fort Mill, SC 29715**

**CASE NO. 16CV0049  
FORECLOSURE CASE CODE - 30404**

**Plaintiff,**

**vs.**

**COMPLAINT**

**MARK M. MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073**

**JANE DOE MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073**

**CITY OF SHEBOYGAN  
c/o Susan Richards, City Clerk  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin 53081**

**Defendants.**

**THE AMOUNT CLAIMED EXCEEDS \$10,000.00.**

**Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:**

- 1. Plaintiff, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").**
- 2. Defendant, MARK M. MEYER, is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073 (hereinafter Borrower).**
- 3. Defendant, JANE DOE MEYER, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073.**
- 4. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a**



sovereign entity and body politic, and its agent for service of process is the City Clerk located at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081.

5. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 04/23/2003 as Document No. 1682329. Plaintiff is the holder of the Note and Mortgage.

6. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

7. The unpaid balance due under the Note and Mortgage is immediately due and payable.

8. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Mortgage.

9. As of 02/19/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$34,100.33
Accrued Interest	1,100.50
Less Escrow Balance	-87.63
Less Suspense Balance	-5.07
 TOTAL	 \$35,108.13

\*Interest continues to accrue at the rate of 5.875% per year or \$5.49 per diem after 02/19/2016.

Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Mortgage described herein and any judgment entered in this case.

10. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073. The Property cannot be sold in parcels without injury to the interests of the parties.

11. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- (a) Defendant Jane Doe Meyer, possible unknown spouse, by virtue of being the spouse of Mark M. Meyer, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.
- (b) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000159, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$711.00.
- (c) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000160, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$706.00.

12. Pursuant to Section 846.101, Wisconsin Stats, and the provisions contained in the Mortgage, Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property. Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of six (6) months from entry date of judgment.

13. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

**WHEREFORE, Plaintiff demands judgment as follows:**

- 1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.
- 2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of

taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 3<sup>rd</sup> day of February, 2016.

KOHNER, MANN & KAILAS, S.C.  
Attorneys for Plaintiff



---

BY: Janine L. Collette – 1063934  
icollette@kmksc.com

Post Office Address:  
Kohner, Mann & Kailas, S.C.  
4650 N. Port Washington Road  
Milwaukee, Wisconsin 53212-1059  
Telephone: (414) 962-5110  
Facsimile: (414) 962-8725

# NOTE

APRIL 17, 2003

[Date]

SHEBOYGAN

[City]

WISCONSIN

[State]

W5730 WOODCHUCK LANE, PLYMOUTH, WI 53073

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ \*\*\*\*\*64,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO HOME MORTGAGE, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on JUNE 01, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on MAY 01, 2023, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \*\*\*\*\*457.46

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

151P - 5N(WI) (0005)

Form 3250 1/01

WMP MORTGAGE FORMS - (800)521-7291  
Page 1 of 3

tridec

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this

Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
MARK H. MEYER

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

*[Sign Original Only]*

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO HOME MORTGAGE, INC.

By Sandra R. Ahmed  
Sandra R. Ahmed  
Assistant Secretary

2/15/11

2/15/11



# MORTGAGE

DOCUMENT NUMBER

NAME & RETURN ADDRESS  
WELLS FARGO HOME MORTGAGE, INC.  
3601 MINNESOTA DR. SUITE 200  
BLOOMINGTON, MN 55435

PARCEL IDENTIFIER NUMBER

[REDACTED]

[REDACTED]

[Space Above This Line For Recording Date]

1682329

SHEBOYGAN COUNTY, WI  
RECORDED ON

04/23/2003 10:55AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 41.00  
TRANSFER FEE:

STAFF ID 7  
TRANS 0 19491

0 OF PAGES: 16

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 17, 2003 together with all Riders to this document.

(B) "Borrower" is MARK M. MEYER, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION  
organized and existing under the laws of THE STATE OF CALIFORNIA

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

W-8(WI) (2001)

Page 1 of 16

WMP MORTGAGE FORMS - (800)621-7291

[REDACTED]

Lender's address is P.O. BOX 10304, DES MOINES, IA [REDACTED]

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated APRIL 17, 2003

The Note states that Borrower owes Lender SIXTY FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars

(U.S. \$\*\*\*\*\*64,500.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2023

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the COUNTY of SHEBOYGAN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION.

TAX PARCEL NUMBER: [REDACTED]

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [REDACTED]

which currently has the address of W5730 WOODCHUCK LANE

PLYMOUTH

[City], Wisconsin 53073

[Street]

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 "A"**

### **LEGAL DESCRIPTION:**

A parcel of land being part of the Northeast Quarter of the Southeast Quarter (NE 1/4 of the SE 1/4) of Section Sixteen (16), Township Fifteen (15) North, Range Twenty-one (21) East, in the Town of Plymouth, Sheboygan County, Wisconsin described as follows: Commencing at a stake which is North 30 deg. 45 min. West 506 feet from a post in the North line of property owned by Sheboygan County, Wisconsin, and described as an exception in Warranty Deed recorded in Vol. 160, Page 263 of Deeds, Office of Register of Deeds, Sheboygan County, Wisconsin, said post being on the West line of highway; thence running North 29 deg. 50 min. West, 348 feet to a stake; thence running at right angles to last described line 35 feet more or less to the center line of the Mullet River; thence Southeasterly along said center line to a point which is 150 feet more or less Northeasterly from the place of beginning; thence South 59 deg. 15 Min. West 150 feet more or less, to the place of beginning, together with the right of ingress and egress to and from said property to Highway 57, now know as Highway 67.

Tax Parcel Number: 59016216300

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, Insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with



the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**25. Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.



**Witnesses:**

Mark H. Meyer (Seal)  
MARK H. MEYER -Bismarck

— (Seal)  
• Borrower

— (Seal)  
-Borrower

— (Seal)  
•Borrower

— (Seal)  
•Burrumer

— (Seal)  
-Bommer

— (Seal)  
•Hittower

— (Seal)  
-Dornwer

STATE OF WISCONSIN, Sheboygan  
The foregoing instrument was acknowledged before me this  
by **MARK M. MEYER**

County ss:

April 17, 2003

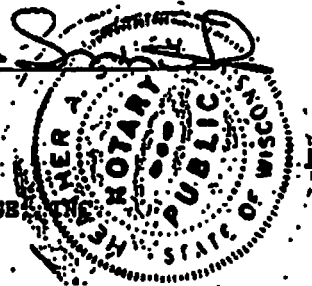
My Commission Expires: 11-5-2006

  
Notary Public, State of Wisconsin

This instrument was prepared by  
**WELLS FARGO HOME MORTGAGE**

**3003 W COLLEGE AVE., APPLETON, WI.**

**LISA M VAN DEN HEUVEL**



**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 282-15-16 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Mark M. Meyer et al.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

Other Matters

9.2

II

ACTION BY FINANCE COMMITTEE 3/14/2016:

MOTION TO REFER DOCUMENT TO NEW COMMON COUNCIL

R. O. No. 283 - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC.

Finance

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City Clerk

200

III

201

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association  
200 South Sixth Street, EP-MN-L22F  
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC  
1628 North 12th Street  
Sheboygan, WI 53081,

City of Sheboygan  
Department of City Development  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404

Foreclosure of Mortgage

CIRCUIT COURT BRANCH 4  
REBECCA PERSICK  
615 NORTH SIXTH STREET  
SHEBOYGAN WI 53081

SUMMONS

Case No. 16CV0050

THE STATE OF WISCONSIN TO EACH DEFENDANT NAMED ABOVE:

You are hereby notified that the Plaintiff above-named has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.


Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Clerk of Court, Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WI 53081, and to Kristine K. Nogosek, Plaintiff's attorney, at Stein & Moore, 332 Minnesota Street, Suite W-1650, St. Paul, MN 55101. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your

right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you now own or in the future, and may also be enforced by garnishment or seizure of property. (Notwithstanding the foregoing, the State of Wisconsin, if a defendant herein, has 45 days to respond; if the United States is a defendant, it has 60 days.)

STEIN & MOORE, P.A.

Date: Feb. 2, 2016

By:   
Kristine K. Nagesek, I.D. #1076967  
Attorneys for Plaintiff  
332 Minnesota Street  
Suite W-1650  
St. Paul, MN 55101  
(651) 224-9683

***Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.***



STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association  
200 South Sixth Street, EP-MN-L22F  
Minneapolis, MN 55402,

Plaintiff,

v.

Lake Michigan Rentals, LLC  
1628 North 12th Street  
Sheboygan, WI 53081,

City of Sheboygan  
Department of City Development  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081,

Defendants.

Case Class Code: 30404  
Foreclosure of Mortgage

**COMPLAINT**

Case No. 16CV0050

Plaintiff, for its cause of action against the Defendants above-named, alleges and shows to the Court as follows:

1. Plaintiff is a national banking association under the laws of the United States and is successor by merger to U.S. Bank National Association, N.D. whose address is stated above.
2. This action pertains to real estate legally described in Exhibit A attached hereto (the "Property").
3. The Property is owned of record by Lake Michigan Rentals, LLC.
4. On March 18, 2005, Lake Michigan Rentals, LLC duly executed and delivered to Plaintiff a debt instrument promising to pay to Plaintiff the amount of \$45,000.00, a true and correct copy of which is attached hereto as Exhibit B. The debt instrument dated March 18, 2005 was modified in writing by the parties on March 24, 2010 and December 11, 2013, true and correct copies of which are attached hereto as Exhibit C.

5. To secure payment of the debt, Susan K. Phillips, a Member of Lake Michigan Rentals, LLC executed and delivered to Plaintiff on March 18, 2005, a mortgage under which it mortgaged the Property. A true and correct copy of the mortgage is attached hereto as **Exhibit D**. The mortgage was recorded as is shown on the recording stamp thereon.

6. Lake Michigan Rentals, LLC has failed to comply with the terms and conditions of the note and mortgage by failing to pay the note in full on March 18, 2015, the date of maturity.

7. The amount due is shown on **Exhibit E**, and will increase by additional charges authorized in the loan documents, including daily interest of \$5.05991. The note and mortgage by their terms provide that Plaintiff is entitled to be paid its costs and reasonable attorney's fees.

8. No proceedings have been had at law or otherwise for the recovery of the sum secured by the mortgage.

9. The Property consists of a one to four family dwelling. The Property is 20 acres or less and cannot be sold in part or parcel without material injury to the rights of Plaintiff.

10. Pursuant to §846.101 or §846.103, Wis. Stats., and an election contained in the mortgage, Plaintiff hereby elects to waive judgment for any deficiency which may remain after the sale of the Property, and agrees that Lake Michigan Rentals, LLC may remain in possession of the Property and be entitled to the rents, issues and profits to the date of confirmation of sale by the Court unless it abandons the Property.


11. The other Defendant has or may claim to have an interest in the Property, as set forth more fully in the liens identified in **Exhibit F** attached hereto, but that said interests are subject and subordinate to Plaintiff's mortgage.

**WHEREFORE, Plaintiff demands judgment as follows:**

1. Determining the amount owed to Plaintiff, inclusive of costs and attorneys' fees, and directing the sale of the Property if no redemption is made within time provided by law;
2. Providing that Plaintiff may advance additional amounts hereafter with respect to the Property as allowed by the subject mortgage and by law, which shall thereafter be added to the amount due;
3. That Defendants and any others in possession of the Property be enjoined from committing waste thereon or doing anything which may impair the value of the Property;
4. That Defendants and all persons claiming under them be barred and foreclosed of all right, claim and interest in the Property except the right to redeem; and
5. For such other and further order, judgment or relief as is provided by law in such case, and as may be just and equitable.

**STEIN & MOORE, P.A.**

Date: Feb. 2, 2014

By:   
Kristine K. Negosek, I.D. #1076967  
Attorneys for Plaintiff  
332 Minnesota Street  
Suite W-1650  
St. Paul, MN 55101  
(651) 224-9683

***Notice Pursuant to the Fair Debt Collection Practices Act: This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.***

## SCHEDULE A - COMMITMENT FOR TITLE INSURANCE

File #:807105



Knight Barry Title Advantage LLC  
514 S. 8th Street  
Sheboygan, WI 53081  
920-459-0733  
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:1/5/16 10:21 am  
Last Revised on:1/5/16 10:21 am  
Printed on:1/5/16 10:28 am

Prepared for: Pam Stevens (pstevens@steinmoore.com)  
Stein & Moore, P.A.  
First National Bank Building  
332 Minnesota Street  
St. Paul, MN 55101

Effective date: December 22, 2015 at 8:00 am



1. Policy (or Policies) to be issued:

(a) ALTA Owner's Policy (6/17/2008) Proposed Insured:

Policy Amount:

Plaintiff named or to be named in the foreclosure action called for in Schedule B-Section I

\$15,000.00

(b) ALTA Loan Policy (6/17/2008) Proposed Insured:

Policy Amount not to exceed:

NONE

\$0.00

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date of record in:

Lake Michigan Rentals, LLC, a Wisconsin limited liability company

3. The land referred to in the Commitment is described as follows:

The North 45 feet of Lot 42, except that part taken for North 12th Street, in Blockis Subdivision Lots A & B Bates Addition, according to the recorded Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin.

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: 1628 N. 12th St., Sheboygan, WI 53081

Tax Key Number: 59281707850

ALTA TITLE COMMITMENT (6/17/2008) underwritten by Old Republic National Title Insurance Company



Your nationwide source for title and closing services.  
Visit [www.knightbarry.com](http://www.knightbarry.com) for a list of offices and services.



For Bank Use Only	Reviewed by _____
Due <u>MARCH 18, 2010</u>	
Customer # <u>                    </u>	Loan # <u>18</u>

### INSTALLMENT OR SINGLE PAYMENT NOTE

\$ 45,000.00

MARCH 18, 2005

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower"), promises to pay to the order of U.S. BANK N.A.  
(the "Bank"), the principal sum of FORTY-FIVE THOUSAND AND NO/100.

Dollars (\$ 45,000.00 ) (the "Loan Amount").

**1. Terms for Advance(s). [Choose One:]**

☒ Single Advance.

☐ Multiple Advances. Prior to n/a or the earlier termination hereof, the Borrower may obtain advances from the Bank under this Installment or Single Payment Note (the "Note") in an aggregate amount not exceeding the Loan Amount. Although this Note is expressed as payable in the full Loan Amount, the Borrower will be obligated to pay only the amounts actually disbursed hereunder, together with accrued interest on the outstanding balance at the rates and on the dates specified therein and such other charges provided for herein.

**2. Interest.**

The unpaid principal balance will bear interest at an annual rate of 7.750%.

**3. Payment Schedule.**

Principal and interest are payable in 59 installments of \$372.63 each, beginning APRIL 18, 2005, and on the same date of each CONSECUTIVE month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2010, the maturity date.

**4. Closing Fee.** ☐ If checked here, the Borrower will pay the Bank a one-time closing fee of \$ n/a contemporaneously with execution of this Note. This fee is in addition to all other fees, expenses and other amounts due hereunder.

**5. Late Payment Fee.** Subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of 5.00 % of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

**6. Calculation of Interest.** Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

**7. Default Interest Rate.** Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

**8. Maximum Rate.** In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

9. **Additional Terms.** This Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of \$250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

10. **Financial Information.** The Borrower will (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; (ii) provide the Bank with such information concerning its business affairs and financial condition (including insurance coverage) as the Bank may reasonably request; and (iii) without request, provide the Bank with annual financial statements prepared by an accounting firm acceptable to the Bank within 120 days of the end of each fiscal year.

11. **Credit Balances; Setoff.** As additional security for the payment of the obligations described in this Note or any document securing or related to the loan evidenced by this Note (collectively the "Loan Documents") and any other obligations of the Borrower to the Bank of any nature whatsoever (collectively the "Obligations"), the Borrower hereby grants to the Bank a security interest in, a lien on and an express contractual right to set off against all depository account balances, cash and any other property of the Borrower now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff"). The Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower and the Bank) Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to the Borrower, such notice and demand being expressly waived.

12. **Advances and Paying Procedure.** The Bank is authorized and directed to credit any of the Borrower's accounts with the Bank (or to the account the Borrower designates in writing) for all loans made hereunder, and the Bank is authorized to debit such account or any other account of the Borrower with the Bank for the amount of any principal, interest or expenses due under the Note or other amount due hereunder on the due date with respect thereto. Payments due under the Note and other Loan Documents will be made in lawful money of the United States. All payments may be applied by the Bank to principal, interest and other amounts due under the Loan Documents in any order which the Bank elects. If, upon any request by the Borrower to the Bank to issue a wire transfer, there is an inconsistency between the name of the recipient of the wire and its identification number as specified by the Borrower, the Bank may, without liability, transmit the payment via wire based solely upon the identification number.

13. **Defaults.** Notwithstanding any cure periods described below, the Borrower shall immediately notify the Bank in writing when the Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether the Borrower has given the required notice, the occurrence of one or more of the following shall constitute a default:

- (a) **Nonpayment.** The Borrower shall fail to pay (i) any interest due on this Note or any fees, charges, costs or expenses under the Loan Documents by 5 days after the same becomes due; or (ii) any principal amount of this Note when due.
- (b) **Nonperformance.** The Borrower or any guarantor of the Borrower's Obligations to the Bank ("Guarantor") shall fail to perform or observe any agreement, term, provision, condition, or covenant (other than a default occurring under (a), (c), (d), (e), (f) or (g) of this paragraph 13) required to be performed or observed by the Borrower or any Guarantor hereunder or under any other Loan Document or other agreement with or in favor of the Bank.
- (c) **Misrepresentation.** Any financial information, statement, certificate, representation or warranty given to the Bank by the Borrower or any Guarantor (or any of their representatives) in connection with entering into this Note or the other Loan Documents and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall prove untrue or misleading in any material respect (as determined by the Bank in the exercise of its judgment) as of the time when given.
- (d) **Default on Other Obligations.** The Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Borrower or any Guarantor to the Bank or any indebtedness in excess of \$10,000 owing by the Borrower to any third party, and the period of grace, if any, to cure said default shall have passed.
- (e) **Judgments.** Any judgment shall be obtained against the Borrower or any Guarantor which, together with all other outstanding unsatisfied judgments against the Borrower (or such Guarantor), shall exceed the sum of \$10,000 and shall remain unvacated, unbonded or unstayed for a period of 30 days following the date of entry thereof.
- (f) **Inability to Perform; Bankruptcy/Insolvency.** (i) The Borrower or any Guarantor shall die or cease to exist; or (ii) any Guarantor shall attempt to revoke any guaranty of the Obligations described herein, or any guaranty becomes unenforceable in whole or in part for any reason; or (iii) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against the Borrower or any Guarantor; or (iv) the Borrower or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Borrower or any Guarantor is unable or admits in writing its inability to pay its debts as they mature; or (vi) if the Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower.
- (g) **Adverse Change; Insecurity.** (i) There is a material adverse change in the business, properties, financial condition or affairs of the Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) the Bank in good faith deems itself insecure.

14. **Termination of Loans; Additional Bank Rights.** Upon the occurrence of any of the events identified in paragraph 13, the Bank may at any time (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower

and the Bank (i) immediately terminate its obligation, if any, to make additional loans to the Borrower; (ii) Setoff; and/or (iii) take such other steps to protect or preserve the Bank's interest in any collateral, including without limitation, notifying account debtors to make payments directly to the Bank, advancing funds to protect any collateral and insuring collateral at the Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

15. Acceleration of Obligations. Upon the occurrence of any of the events identified in paragraph 13(a) through 13(e) and 13(g), and the passage of any applicable cure periods, the Bank may at any time thereafter, by written notice to the Borrower, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance shall thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Upon the occurrence of any event under paragraph 13(f), the unpaid principal balance of any Obligations, together with all interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, shall thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Nothing contained in paragraph 13 or 14 or this paragraph shall limit the Bank's right to Setoff as provided in this Note.

16. Collateral. This Note is secured by any and all security interests, pledges, mortgages/deeds of trust (except any mortgage/deed of trust expressly limited by its terms to a specific obligation of Borrower to Bank) or liens now or hereafter in existence granted to the Bank to secure indebtedness of the Borrower to the Bank (unless prohibited by law), including, without limitation, as described in the following documents: MORTGAGE / DEED OF TRUST DATED 03/18/2005

17. Guaranties. This Note is guaranteed by each and every guaranty now or hereafter in existence guarantying the indebtedness of the Borrower to the Bank (except for any guaranty expressly limited by its terms to a specific separate obligation of Borrower to the Bank) including, without limitation, the following:

SUBAN X PHILLIPS

18. Additional Bank Rights. Without affecting the liability of any Borrower, endorser, surety or guarantor, the Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note, or agree not to sue any party liable on it.

19. Warranties. The Borrower makes the following warranties: (A) This Note and the other Loan Documents are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms. (B) The execution, delivery and performance of this Note and all other Loan Documents to which the Borrower is a party (i) are within the borrower's power; (ii) have been duly authorized by all appropriate entity action; (iii) do not require the approval of any governmental agency; and (iv) will not violate any law, agreement or restriction by which the Borrower is bound. (C) If the Borrower is not an individual, the Borrower is validly existing and in good standing under the laws of its state of organization, has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties.

20. Waivers; Relationship to Other Documents. All Borrowers, endorsers, sureties and guarantors waive presentment, protest, demand, and notice of dishonor. No delay on the part of the Bank in exercising any right, power or privilege hereunder or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The warranties, covenants and other obligations of the Borrower (and rights and remedies of the Bank) in this Note and all related documents are intended to be cumulative and to supplement each other.

21. Expenses and Attorneys' Fees. Upon demand, the Borrower will immediately reimburse the Bank and any participant in the Obligations ("Participant") for all attorneys' fees and all other costs, fees and out-of-pocket disbursements incurred by the Bank or any Participant in connection with the preparation, execution, delivery, administration, defense and enforcement of this Note or any of the other Loan Documents, including attorneys' fees and all other costs and fees (a) incurred before or after commencement of litigation or at trial, on appeal or in any other proceeding, (b) incurred in any bankruptcy proceeding and (c) related to any waivers or amendments with respect thereto (examples of costs and fees include but are not limited to fees and costs for: filing, perfecting or confirming the priority of the Bank's lien, title searches or insurance, appraisals, environmental audits and other reviews related to the Borrower, any collateral or the loans, if requested by the Bank). The Borrower will also reimburse the Bank and any Participant for all costs of collection before and after judgment, and the costs of preservation and/or liquidation of any collateral.

22. Applicable Law and Jurisdiction; Interpretation; Joint Liability; Severability. This Note and all other Loan Documents shall be governed by and interpreted in accordance with the internal laws of the State of WISCONSIN, except to the extent superseded by Federal law. THE BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE, THE COLLATERAL, ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing herein shall affect the Bank's rights to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Borrower in the competent courts of any other jurisdiction or jurisdictions. This Note, the other Loan Documents and any amendments hereto (regardless of when executed) will be deemed effective and accepted only upon the Bank's receipt of the executed originals thereof. If there is more than one Borrower, the liability of the Borrowers shall be joint and several, and the reference to "Borrower" shall be deemed to refer to all Borrowers. Invalidity of any provision of this Note shall not affect the validity of any other provision.



23. Successors. The rights, options, powers and remedies granted in this Note and the other Loan Documents shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank, including without limitation any purchaser of any or all of the rights and obligations of the Bank under the Note and the other Loan Documents. The Borrower may not assign its rights or obligations under this Note or any other Loan Documents without the prior written consent of the Bank.

24. Disclosure. The Bank may, in connection with any sale or potential sale of all or any interest in the Note and other Loan Documents, disclose any financial information the Bank may have concerning the Borrower to any purchaser or potential purchaser. From time to time, the Bank may, in its discretion and without obligation to the Borrower, any Guarantor or any other third party, disclose information about the Borrower and this loan to any Guarantor, surety or other accommodation party. This provision does not obligate the Bank to supply any information or release the Borrower from its obligation to provide such information, and the Borrower agrees to keep all Guarantors, sureties or other accommodation parties advised of its financial condition and other matters which may be relevant to their obligations to the Bank.

25. Copies; Entire Agreement; Modification. The Borrower hereby acknowledges the receipt of a copy of this Note and all other Loan Documents. This Note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Note may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of this Note that is an authoritative copy as defined in such law. The holder of this Note may store the authoritative copy of such Note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK, WHICH OCCURS AFTER RECEIPT BY BORROWER OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.**

26. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE BORROWER AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

27. Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Installment or Single Payment Note, are hereby expressly incorporated by reference.

(Individual Borrower)

LAKE MICHIGAN RENTALS, LLC  
Borrower Name (Organization)

Borrower Name N/A

a WISCONSIN Limited Liability company

By Susan K. Phillips

Name and Title SUSAN K. PHILLIPS, MEMBER

By \_\_\_\_\_

Borrower Name N/A

Name and Title \_\_\_\_\_

Borrower Address: 1702 E MARION STREET, SHOREWOOD, WI 53211

Borrower Telephone No.: 414-942-8675



EXHIBIT

C

For Bank Use Only

Reviewed by \_\_\_\_\_

Due MARCH 18, 2015Customer #                      Loan # 18**AMENDMENT TO NOTE**

This amendment (the "Amendment"), dated as of the date specified below, is by and between the borrower (the "Borrower") and the bank (the "Bank") identified below.

**RECITALS**

A. The Borrower has executed a Note (the "Note"), payable to the Bank dated MARCH 18, 2005, and as amended and replaced from time to time, and the Borrower (and if applicable, certain third parties) have executed the collateral documents which may or may not be identified in the Note and certain other related documents (collectively the "Loan Documents"), setting forth the terms and conditions upon which the Borrower may obtain loans from the Bank from time to time in the stated amount of \$ 45,000.00, as may be amended from time to time.

B. The Borrower has requested that the Bank permit certain modifications to the Note as described below.

C. The Bank has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

**AGREEMENT**

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Borrower and the Bank agree as follows:

☒ **Change In Payment Schedule.** If checked here, effective upon the date of this Amendment, any payment terms are amended as follows:

Principal and interest are payable in installments of \$344.72 each, beginning APRIL 18, 2010, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on MARCH 18, 2015, the maturity date.

☒ **Change in Interest Rate.** If checked here, effective upon the date of this Amendment, interest payable under the Note is amended as follows:

The unpaid principal balance will bear interest at an annual rate of 7.000%.

☒ **Change in Prepayment Terms.** If checked here, this Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with this Note including, to the extent permitted by law, payment of \$250 for the early termination of this Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the loan.

☐ **Change in Late Payment Fee.** If checked here, subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of \_\_\_\_\_% of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

☐ **Change in Closing Fee.** If checked here and subject to applicable law, the Borrower will pay the Bank a closing fee of \$ \_\_\_\_\_ (apart from any prior closing fee) contemporaneously with the execution of this Amendment. This fee is in addition to all other fees, expenses and other amounts due hereunder.

☒ **Change in Maturity Date.** If checked here, any references in the Note to the maturity date or date of final payment are hereby deleted and replaced with "MARCH 18, 2015".

☐ **Change in Maximum Loan Amount.** If checked here, all references in the Note (whether or not numerically) to the maximum loan amount are hereby deleted and replaced with "\$ \_\_\_\_\_", which evidences an additional \$ \_\_\_\_\_ available to be advanced subject to the terms and conditions of the Note.

☐ **Temporary Increase in Loan Amount.** If checked here, notwithstanding the principal amount of the Note, the principal amount that may be borrowed thereunder shall increase from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ effective \_\_\_\_\_ through \_\_\_\_\_ annually. On \_\_\_\_\_ through \_\_\_\_\_ annually, the principal amount that may be borrowed thereunder shall revert to \$ \_\_\_\_\_ and any loans outstanding in excess of that amount will be immediately due and payable without further demand by the Bank.

☐ **Change in Multiple Advance Termination Date.** If checked here, all references in the Note to the termination date for multiple advances are hereby deleted and replaced with "\_\_\_\_\_".

☐ **Change in Paid-in-Full Period.** If checked here, all revolving loans under the Note must be paid in full for a period of at least \_\_\_\_\_ consecutive days during each fiscal year. Any previous Paid-in-Full provision is hereby replaced with this provision.

**Default Interest Rate.** Notwithstanding any provision of this Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), the Bank may, at its option and subject to applicable law, increase the interest rate on this Note to a rate of 5% per annum plus the interest rate otherwise payable hereunder. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by the Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on this Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable hereunder.

**Effectiveness of Prior Documents.** Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guarantees guaranteeing the Note remain in full force and effect. This is an amendment, not a novation.

**Preconditions to Effectiveness.** This Amendment shall only become effective upon execution by the Borrower and the Bank, and approval by any other third party required by the Bank.

**No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Bank of existing defaults by the Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

**Counterparts.** This Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

**Authorization.** The Borrower represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the authority of the Borrower and have been duly authorized by all necessary action.

**Transferable Record.** The note, as amended, is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of the note, as amended, may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the note, as amended, that is an authoritative copy as defined in such law. The holder of the note, as amended, may store the authoritative copy of such note, as amended, in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Amendment, are hereby expressly incorporated herein by reference.

Dated as of: MARCH 24, 2010

(Individual Borrower)

Lake Michigan Rentals, LLC  
Borrower Name (Organization)

Borrower Name N/A

a Wisconsin limited liability company

By: Susan K Phillips

Name and Title: Susan K Phillips  
Member

Borrower Name N/A

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

Agreed to:

U.S. BANK N.A. (Bank)

By: Robert D Stoffes  
Name and Title: Branch Manager

### RIDER FOR PAYMENT DEFAULT WAIVER

This Rider is made part of the Amendment to Note (the "Amendment") dated 03-24-10 between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank"). Capitalized terms not otherwise defined herein have the meanings set forth in the Amendment.

Borrower is in default under the Note as a result of failing to pay in full the payment(s) due 03-18-10 as required under the Note.

Borrower has requested the Bank, and the Bank hereby agrees, to waive the described payment default(s) on the terms and subject to the conditions set forth below:

**Late Payment Charges.** On the date hereof, Borrower shall pay to the Bank late payment charges totaling \$0.00. All other outstanding late payment charges, if any, related to the described payment default(s) are hereby waived.

**Outstanding Interest.** On the date hereof, Borrower shall pay to the Bank all interest accrued and outstanding as of the date hereof.

**Principal.** On the date hereof, Borrower shall pay to the Bank a principal payment in the amount of \$0.00.

From and after the date hereof, Borrower shall pay all other payments required under the Note as and when due in accordance with the terms of the Note.

The Bank's waiver of the described payment default(s) is limited specifically to the default(s) referred to herein and shall not be construed to be a waiver of any other existing or subsequent default of any kind under the Note or other Loan Documents and shall not be construed as a waiver of the Bank's right in the future to enforce the payment terms or any other terms or conditions of the Note or other Loan Documents.

In consideration of the Bank's agreement to waive the described payment default(s), the Borrower, for and on behalf of itself and its/his/her respective successors, representatives, heirs and assigns, does hereby release, acquit and forever discharge the Bank, its parent, affiliates, agents, employees and their respective successors, representatives, heirs and assigns, from any and all manner of action or cause of action, suits, claims and counterclaims, demands, and other liabilities of any kind whatsoever, known or unknown, foreseen or unforeseen, fixed or contingent and whether based in tort, contract or other theory of recovery, that Borrower may have or claim to have now or which may hereafter arise out of or connected with any act or omission of the Bank related to the Note or any other Loan Document occurring prior to the date hereof.

**BORROWER(S) (If Individual):**

Name: N/A

Name: N/A

**BORROWER (If Entity):**

Lake Michigan Rentals, LLC  
a/an Wisconsin Limited Liability Company

By:   
Name & Title: Susan K Phillips, Member

By: \_\_\_\_\_  
Name & Title: N/A

**BANK:**  
U.S. BANK NATIONAL ASSOCIATION

By:   
Name & Title: Robert D Stoffes, Branch Manager



For Bank Use Only  
Due: March 18, 2015  
Obligor #: 6479149131  
Obligation #: 18

## AMENDMENT TO NOTE

This amendment (the "Amendment") is made between the undersigned borrower (the "Borrower") and U.S. Bank National Association (the "Bank") and shall be effective as of the date set forth on the last page of the Amendment, except as otherwise provided below.

### RECITALS

- A. Borrower (or predecessor) executed a note originally dated or amended or restated as of March 18, 2005, payable to Bank (or predecessor) (as further amended and/or restated, the "Note"). The Note and all collateral and/or other documents, which may or may not be identified in the Note, which supplement, secure or otherwise relate to the credit facility evidenced by the Note are collectively referred to as the "Loan Documents". The Loan Documents set forth the terms and conditions upon which Borrower has obtained or may obtain a loan or loans from Bank in the principal amount of \$45,000.00, as such amount may have been or may from time to time be increased or decreased.
- B. Borrower has requested that Bank permit certain modifications to the Note as described below.
- C. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, Borrower and Bank agree as follows:

### ADDITIONS, DELETIONS OR CHANGES IN TERMS

The following provisions are hereby added to the Note or, if so indicated below, specified provisions of the Note are modified, in part, or deleted or performance thereof is waived to the extent provided below. If any provision or partial provision added below already exists in the Note, such provision is restated in its entirety.

**Interest Rate.** The interest rate under the Note (including any provisions of the Note relating to periodic adjustments to the applicable rate, maximum rate adjustments, floor rates, ceiling rates and rate conversions) shall be amended as follows:

The unpaid principal balance will bear interest at an annual rate of 6%.

**Payment Schedule.** The payment schedule for the Note shall be amended as follows:

Principal and interest are payable in installments of \$327.13 each, beginning December 18, 2013, and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final payment equal to all unpaid principal and accrued interest on March 18, 2015, the maturity date.

#### Prepayment Terms.

The Note may be prepaid at any time upon payment of all principal, interest, fees and expenses in connection with the Note including, to the extent permitted by law, payment of \$250.00 for the early termination of the Note. Any permitted prepayment shall be in an amount equal to the remaining entire principal balance of the Note.

Borrower hereby acknowledges that Borrower shall be required to pay the above prepayment indemnity with respect to all amounts of the principal balance paid before their respective due dates, whether voluntarily, involuntarily, or otherwise, including without limitation those payments made following default, demand for payment, acceleration, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, eminent domain, condemnation or otherwise.

**Default Interest Rate.** Notwithstanding any provision of the Note to the contrary, upon any default or at any time during the continuation thereof (including failure to pay upon maturity), Bank may, at its option and subject to applicable law, (a) increase the interest rate on the Note to a rate of 5% per annum plus the interest rate otherwise payable under the Note and (b) until Bank elects to accelerate payment of the Note according to the default section, increase the required periodic payments under the Note accordingly. Notwithstanding the foregoing and subject to applicable law, upon the occurrence of a default by Borrower or any guarantor involving bankruptcy, insolvency, receivership proceedings or an assignment for the benefit of creditors, the interest rate on the Note shall automatically increase to a rate of 5% per annum plus the rate otherwise payable under the Note.

### MISCELLANEOUS TERMS

**Effectiveness of Prior Documents.** Except as specifically amended hereby, the Note and the other Loan Documents shall remain in full force and effect in accordance with their respective terms. All warranties and representations contained in the Note and the other Loan Documents are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as



security, and all guaranties guaranteeing obligations under the Loan Documents remain in full force and effect. This is an amendment, not a novation.

**Preconditions to Effectiveness.** The Amendment shall only become effective upon execution by Borrower and Bank, and approval by any other third party required by Bank.

**No Waiver of Defaults; Warranties.** The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Borrower, whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

**Counterparts.** The Amendment may be signed in any number of counterparts, each of which shall be considered an original, but when taken together shall constitute one document.

**Authorization.** Borrower represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced herein are within the authority of Borrower and have been duly authorized by all necessary action.

**Copies; Transferable Record.** Borrower hereby acknowledges the receipt of a copy of the Amendment, the Note and all other Loan Documents. The Note and all of the Loan Documents, including the Amendment, are each a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Bank may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of the Note and any or all of the Loan Documents that is an authoritative copy as defined in such law. Bank may store the authoritative copy of such Note and any or all of the Loan Documents in its electronic form and then destroy the paper original as part of Bank's normal business practices. Bank, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

**Attachments.** All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated herein by reference.

Dated as of December 11, 2013.

**BORROWER:**

**LAKE MICHIGAN RENTALS, LLC**  
a/an Wisconsin Limited Liability Company

By: Susan K Phillips  
Name and Title: Susan K Phillips, Member

**BANK:**

Agreed to:  
U.S. Bank National Association

By: Richard L. Binoyder  
Name and Title: Richard L. Binoyder, Vice President





**MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF RENTS  
(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)  
WISCONSIN REAL ESTATE**

This Mortgage, Security Agreement and Assignment of Rents ("Mortgage") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s) (collectively the "Mortgagor") in favor of U.S. BANK N.A. (the "Bank") as of the date set forth below.

Check box if applicable:

☐ This is a purchase money mortgage. ☐ This is a construction mortgage.

**ARTICLE I. MORTGAGE/SECURITY INTEREST**

1.1 Grant of Mortgage/Security Interest. For consideration received, the Mortgagor hereby mortgages, conveys, grants and collaterally assigns to the Bank the Mortgaged Property (defined below) to secure all of the Mortgagor's Obligations (defined below) to the Bank. The intent of the parties hereto is that the Mortgaged Property secures all Obligations of the Mortgagor to the Bank, whether or not such Obligations exist under this Mortgage or any other agreements, whether now or hereafter existing, between the Mortgagor and the Bank or in favor of the Bank, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Bank to the Mortgagor even though not specifically enumerated herein and any other agreement with the Bank (together and individually, the "Loan Documents").

1.2 "Mortgaged Property" means all of the following whether now owned or existing or hereafter acquired by the Mortgagor (or by the Mortgagor with spouse), wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, inventory, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever, (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, and used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "improvements") (the Land and the improvements collectively the "Premises"); any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto; any and all lease or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligation thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any interest of Mortgagor in and to the land lying within any street or roadway adjoining the Premises and any strips and gores adjoining the Premises or any part thereof.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

**THE NORTH 45 FEET OF LOT 42 IN BLOCKY'S SUBDIVISION, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THAT PART TAKEN FOR NORTH 12TH STREET.**

**PROPERTY LOCATED AT: 1628 N 12TH ST, SHEBOYGAN, WI 53081, SHEBOYGAN COUNTY**

1.3 "Obligations" means all loans by the Bank to LAKE MICHIGAN RENTALS, LLC

, including those loans evidenced by a note or notes dated 03/18/05 in the initial principal amount(s) of \$ 45,000.00

, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Mortgagor's debts, liabilities, obligations, covenants, warranties, and duties to the Bank (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Bank to any

**EXHIBIT**

**D**

**1761030**

**SHEBOYGAN COUNTY, WI  
RECORDED ON**

**03/29/2005 11:26AM**

**DARLENE J. NAVIS  
REGISTER OF DEEDS**

**RECORDING FEE: 21.00  
TRANSFER FEE:**

**STAFF ID 8  
TRANS # 59301**

**# OF. PAGES: 6**

**Recording Area**

**Name and Return Address  
U.S. BANK N.A.  
COLLATERAL DEPARTMENT  
P.O. BOX 3487  
OSHKOSH WI 54903-3487**

**59281-707850**

**Parcel Identifier No.**



Mortgagor, to any Mortgagor and others, to others guaranteed, endorsed or otherwise secured by any Mortgagor or to any debtor-in-possession/successor-in-interest of any Mortgagor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including without limitation, costs and expenses of collection and enforcement of this Mortgage, attorneys' fees and environmental assessment or remediation costs.

1.4 Homestead. The Premises ~~are not~~ <sup>(are)</sup> the homestead of the Mortgagor.

## ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Mortgagor under the Loan Documents which are expressly incorporated herein as part of this Mortgage, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Mortgagor under the Loan Documents is available or any Obligations of the Mortgagor to the Bank are unpaid or outstanding, the Mortgagor continuously warrants and agrees as follows:

2.1 **Warranty of Title/Possession.** The Mortgagor has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and utility easements of record and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments); taxes and assessments not yet due and payable; and those Permitted Encumbrances set forth on Exhibit B attached hereto (except that if no Exhibit B is attached there will be no additional Permitted Encumbrances). The lien of this Mortgage, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 **Maintenance; Waste; Alteration.** The Mortgagor will maintain the Premises in good and tenable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Mortgagor will not commit or permit waste to be committed on the Premises. The Mortgagor will not remove, demolish or materially alter any part of the Premises without the Bank's prior written consent, except the Mortgagor may remove a fixture or item of personal property, provided the fixture or item of personal property is promptly replaced with another fixture or item of personal property of at least equal utility. The replacement fixture or item of personal property will be subject to the priority lien and security interest of this Mortgage.

2.3 **Transfer and Liens.** The Mortgagor will not, without the prior written consent of the Bank which may be withheld in the Bank's sole and absolute discretion, either voluntarily or involuntarily (i) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred any part of the Premises, or any interest therein; or (ii) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances.

2.4 **Escrow.** After written request from the Bank, the Mortgagor will pay to the Bank sufficient funds at such time as the Bank designates, to pay (i) the estimated annual real estate taxes and assessments on the Premises; (ii) all property or hazard insurance premiums when due; and (iii) flood insurance premiums, if any. Interest will not be paid by the Bank on any escrow funds. Escrowed funds may be commingled with other funds of the Bank. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 **Taxes, Assessments, and Charges.** To the extent not paid to the Bank under 2.4 above, the Mortgagor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Bank based upon this Mortgage or the Obligations secured by this Mortgage, or upon the Bank's interest in the Premises, and will deliver to the Bank receipts showing timely payment.

2.6 **Insurance.** The Mortgagor will continually insure the Premises, with insurers acceptable to the Bank, against such perils or hazards as the Bank may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least 30 days' prior written notice to the Bank and will contain a mortgage clause acceptable to the Bank; and the Mortgagor will take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds from the improvements. The Mortgagor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Bank the proceeds of all such insurance and any premium refund; and authorizes the Bank to endorse the Mortgagor's name to effect the same, to make, adjust or settle, in the Mortgagor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 **Condemnation.** The Mortgagor will pay to the Bank all compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof. The compensation will be applied in such manner as the Bank, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 **Environmental Matters.** Except as specifically disclosed by Mortgagor to Bank in writing prior to the execution of this Mortgage, Mortgagor represents and warrants as follows. There exists no uncorrected violation by the Mortgagor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter

defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Mortgagor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Mortgagor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Mortgagor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Mortgagor during the periods that the Mortgagor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Mortgagor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Mortgagor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Mortgagor to Remedial Action or other liability. The Mortgagor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Mortgagor or Remedial Action or other response by or on the part of the Mortgagor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Mortgagor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Mortgagor agrees, at its expense and at the request of the Bank, to permit an environmental audit solely for the benefit of the Bank, to be conducted by the Bank or an independent agent selected by the Bank and which may not be relied on by the Mortgagor for any purpose. This provision shall not relieve the Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

**2.9 Assignments.** The Mortgagor will not assign, in whole or in part, to anyone other than the Bank, the rents, issues or profits arising from the Premises, without the Bank's prior written consent.

**2.10 Right of Inspection.** The Bank may at all reasonable times enter and inspect the Premises.

**2.11 Waivers by Mortgagor.** To the greatest extent that such rights may then be lawfully waived, the Mortgagor hereby agrees for itself and any persons claiming under the Mortgagor that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any law now or at any time hereafter made or enacted granting a right to redeem the Premises so sold or any part thereof or any rights of redemption from sale under any order or decree of foreclosure of this Mortgage; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Bank.

**2.12 Assignment of Rents and Leases.** The Mortgagor assigns and transfers to the Bank, as additional security for the Obligations, all right, title and interest of the Mortgagor in and to all leases which now exist or hereafter may be executed by or on behalf of the Mortgagor covering the Premises, and any extensions or renewals thereof, together with all Rents. Upon default under this Mortgage or any of the Loan Documents or any Obligation (notwithstanding any cure period), the Bank shall be immediately entitled to the Rents. The Bank, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Bank or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Mortgagor that the Mortgagor should collect all Rents arising from the Premises and remit them to the Bank upon collection and that the Mortgagor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). After default, all Rents received by the Mortgagor shall be held in trust by the Mortgagor for the Bank. All such payments received by the Bank may be applied in any manner as the Bank determines to payments required under this Mortgage, the Loan Documents and the Obligations. The Mortgagor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Bank.

**2.13 Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Mortgagor as set forth in this Mortgage and the name and address of the secured party is the name and address of the Bank as set forth in this Mortgage. The Mortgaged Property includes goods which are or are to become fixtures.

**2.14 Compliance with Leases.** The Mortgagor will comply with all terms, covenants and conditions of any lease(s) affecting the Premises. Mortgagor will not accept any prepayment of rent for more than one month in advance, without the prior written consent of the Bank.

### ARTICLE III. RIGHTS AND DUTIES OF THE BANK

In addition to all other rights (including setoff) and duties of the Bank under the Loan Documents which are expressly incorporated herein as a part of this Mortgage, the following provisions will also apply:

**3.1 Bank Authorized to Perform for Mortgagor.** If the Mortgagor fails to perform any of the Mortgagor's duties or covenants set forth in this Mortgage, the Bank may perform the duties or cause them to be performed, including without limitation signing the Mortgagor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will

Immediately be due from the Mortgagor to the Bank from the date of expenditure by the Bank to date of payment by the Mortgagor, and will be one of the Obligations secured by this Mortgage. All acts by the Bank are hereby ratified and approved, and the Bank will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

#### ARTICLE IV. DEFAULTS AND REMEDIES

The Bank may enforce its rights and remedies under this Mortgage upon default. A default will occur if the Mortgagor fails to comply with the terms of any Loan Documents or this Mortgage (including any guaranty by the Mortgagor) or defaults under the terms of any other mortgage affecting the Premises, or if any other obligor fails to comply with the terms of any loan documents for which the Mortgagor has given the Bank a guaranty secured by this Mortgage.

**4.1 Cumulative Remedies; Waiver.** In addition to the remedies for default set forth in the Loan Documents, including acceleration, the Bank upon default will have all other rights and remedies for default available by law or equity including foreclosure of this Mortgage. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have. With respect to such rights and remedies:

- a. **Receiver.** Upon the commencement or during the pendency of any action to foreclose this Mortgage, the Bank will be entitled, as a matter of right, without notice or demand and without giving bond or other security, and without regard to the solvency or insolvency of the Mortgagor or to the value of the Premises, to have a receiver appointed for all or any part of the Premises, which receiver will be authorized to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action, and until the confirmation of sale made under any judgment foreclosing this Mortgage, and to hold and apply such rents, issues and profits, when so collected, as the court will from time to time direct.
- b. **Agreement to State Foreclosure Statutes.** The Mortgagor agrees that in the event of foreclosure of this Mortgage, the Mortgagor will be bound by the provisions of Sections 848.101 and 848.103 of the Wisconsin Statutes as the same may be amended or renumbered from time to time, whichever may be applicable to the Premises, permitting the Bank (at its option) to waive the right to a deficiency judgment and shorten the length of the redemption period in the event of foreclosure.
- c. **Power of Sale.** In the event of foreclosure, the Bank may sell the Premises at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.
- d. **Waiver by the Bank.** The Bank may permit the Mortgagor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Bank may waive any default without waiving any other subsequent or prior default by the Mortgagor. Furthermore, delay on the part of the Bank in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Bank has expressly agreed in writing specifying such waiver or suspension.

#### ARTICLE V. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Mortgage, the following provisions will also apply:

- 5.1 Term of Mortgage.** The Bank's rights under this Mortgage will continue until the Bank's commitment to lend has been terminated or expired, and until all Obligations have been paid in full and performed.
- 5.2 Time of the Essence.** Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Mortgagor and the payment of taxes, assessments, and similar charges and insurance premiums.
- 5.3 Subrogation.** The Bank will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.
- 5.4 Choice of Law.** Foreclosure of this Mortgage will be governed by the laws of the state in which the Land is located. For all other purposes, the choice of law specified in the Loan Documents will govern.
- 5.5 Severability.** Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.
- 5.6 Entire Agreement.** This Mortgage is intended by the Mortgagor and Bank as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

**5.7 Joint Liability; Successors and Assigns.** If there is more than one Mortgagor, the liability of the Mortgagors will be joint and several, and the reference to "Mortgagor" shall be deemed to refer to all Mortgagors. The rights, options, powers and remedies granted in this Mortgage and the other Loan Documents shall extend to the Bank and to its successors and assigns, shall be binding upon the Mortgagor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

**5.8 Indemnification.** Except for harm arising from the Bank's willful misconduct, the Mortgagor hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the

Mortgaged Property (including, without limitation, the Mortgagor's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Mortgage and Obligations due the Bank.

5.9 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the Internet, or (f) when personally delivered.

5.10 Riders. The rider(s) attached hereto and recorded together with this Mortgage are hereby fully incorporated into this Mortgage.

[Check applicable box(es)]

- ☐ Construction Loan Rider
- ☐ Condominium Rider
- ☐ Second Mortgage Rider
- ☐ Other(s) (Specify) \_\_\_\_\_

(SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE)

IN WITNESS WHEREOF, the undersigned has/have executed this MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS as of MARCH 18, 2005

(Individual Mortgagor)

Mortgagor Name N/A

(Individual Mortgagor)

Mortgagor Name N/A

LAKE MICHIGAN RENTALS, LLC

Mortgagor Name (Organization)

a WISCONSIN limited liability company

By Susan K Phillips

Name and Title SUSAN K PHILLIPS, MEMBER

By

Name and Title

(Mortgagor Address)

1702 E MARION STREET

SHOREWOOD, WI 53211

(Bank Address)

U.S. BANK N.A.

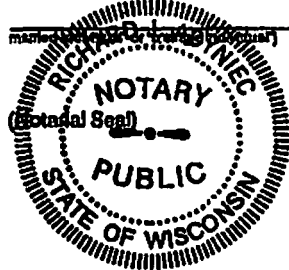
400 CITY CENTER

OSHKOSH, WI 54901

STATE OF Wisconsin } ss.  
COUNTY OF Waukesha

This instrument was acknowledged before me on March 18, 2005, by SUSAN K PHILLIPS,  
(date) (name(s) of person(s))  
as MEMBER,  
(type of authority, if any, e.g., officer, trustee; if an individual, state "a")

of LAKE MICHIGAN RENTALS, LLC,  
(name of entity on whose behalf the document was executed; use N/A if individual)



Richard J. Adyniec  
Printed Name: Richard J. Adyniec

Notary Public, State of: Wisconsin

My commission expires: July 20, 2008

This instrument was drafted by RICHARD J ADYNYEC on behalf of U.S. BANK N.A.  
(name) (bank name)

**EXHIBIT****E**

Reinstatement amount Good through: Loan matured on 3/18/2015	Payments from:	0.00
	Late Charges	0.00
	Annual Fees	0.00
	NSF Fees	0.00
	BPO	0.00
	Title Work	0.00
	Attorney Fees & Costs	0.00
	Property Inspections	0.00
	Total	0.00

**Payoff Figures**

Payoff as of February 1, 2016	Principal	30,359.47
	Interest	2,383.21
	Late Charges	0.00
	NSF Fees	0.00
	Reconveyance Fee	0.00
	BPO	95.00
	Title Work	0.00
	Attorney Fees & Costs	0.00
	Property Inspections	0.00
	Total	32,837.68

Mortgage from Lake Michigan Rentals, LLC to City of Sheboygan, Wisconsin, Department of City Development in the amount of \$2,891.20 dated November 9, 2010 and recorded November 30, 2010 as Document No. 1914906 .





**Sheboygan County Courthouse**  
**615 North Sixth Street**  
**Sheboygan Wisconsin**  
**53081**

**Sheboygan County**  
**Foreclosure Mediation Program**  
*Finding Solutions*

## **Notice of Availability of Mediation**

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

### ***To Request a Mediation Conference:***

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP  
Clerk of Circuit Court  
615 North Sixth Street  
Sheboygan WI 53081

**A Mediation Request is not a response to the Summons.**

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

### **What happens after you apply for Mediation?**

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Sheboygan County Courthouse  
615 North Sixth Street  
Sheboygan Wisconsin  
53081

**Sheboygan County  
Foreclosure Mediation Program  
Request for Mediation**  
*Finding Solutions*

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP  
Clerk of Circuit Court  
615 north Sixth Street  
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.

Sheboygan County Case Number (located on your Summons): 20\_\_CV\_\_

Name of Homeowner(s):

Property Address: \_\_\_\_\_  
(street, city or town, zip code)

Mailing address, if different from above: \_\_\_\_\_  
(street, city or town, zip code)

Best telephone number to reach you during the day: \_\_\_\_\_

Alternate telephone number: \_\_\_\_\_

Name of Lender/Plaintiff in your case: \_\_\_\_\_

1. Is the property being foreclosed your primary residence? \_\_\_\_ Yes \_\_\_\_ No
2. Does the property consist of four or fewer dwelling units? \_\_\_\_ Yes \_\_\_\_ No

3. Have you started a Bankruptcy action that is still ongoing? \_\_\_\_ Yes \_\_\_\_ No

4. Have you met with a housing counselor? \_\_\_\_ Yes \_\_\_\_ No

If yes, with whom have you met? \_\_\_\_\_

5. What is your monthly income from all sources? \_\_\_\_\_

6. Do you expect your income to change for any reason? If so, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Check all items that have caused you to miss your mortgage payments:

\_\_\_\_ Injury or illness                      \_\_\_\_ Adjustable interest Rate / Balloon

\_\_\_\_ Loss of Employment                      \_\_\_\_ Expenses exceed income

Other: \_\_\_\_\_

\_\_\_\_\_

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. If English is not your primary language, do you need an interpreter? \_\_\_\_ Yes \_\_\_\_ No

What language? \_\_\_\_\_

**Authorization of Research and Evaluation.** Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

Duly served this 15 day of Feb. 20 16  
at 11:50 AM PM UPON F.D.  
as personal or substituted service  
at 828 Center Av., Sheb.  
(Street address or location) (City, Town, Village)  
Sheboygan County, Wisconsin  
by Kurt H. Title Deputy  
Sheboygan County Sheriff's Department

**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 283-15-16 by the City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association v Lake Michigan Rentals, LLC; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to  
new Council  
(2016-2017)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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~~

Gen. Ord. No. \_\_\_\_\_ - 15 - 16. By Alderpersons Donohue, Heidemann,  
Bohren and Hammond. March 21, 2016.

AN ORDINANCE amending Gen. Ord. No. 40-07-08 establishing the  
salaries of Crossing Guards.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The salary for Crossing Guards is hereby amended as  
follows:

First year: \$10.00/hour

Third year: \$10.50/hour

Fifth year: \$11.00/hour

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.

*1  
suspend  
1  
Ord pass.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the  
Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Gen. Ord. No.       - 15 - 16      . By Alderpersons Donohue and Hou-seye.  
March 21, 2016.

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 630 Riverfront Dr. from Class CC Central Commercial to Class CC with PUD overlay 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 CC Central Commercial to Class CC with PUD overlay Classification:

Property located at 630 Riverfront Dr.:

Being Lot 2 of a C.S.M. recorded in Volume 25, pages 55 & 56 of Certified Surveys, located in the North ½ 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 + or -

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.

*City Plan*

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_.

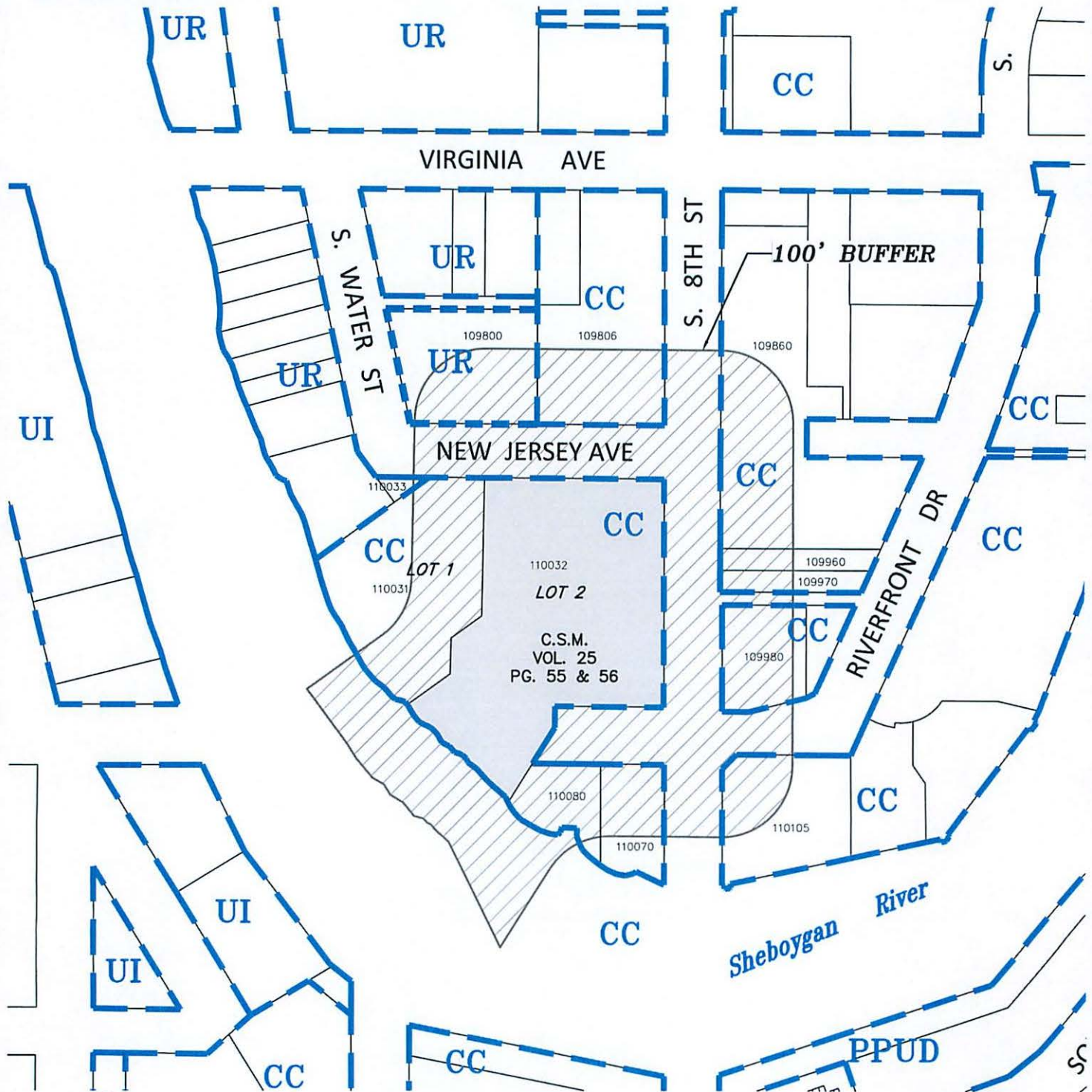
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

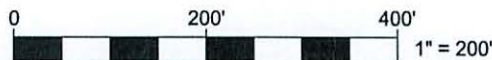


# PROPOSED ZONING CHANGE FROM CC TO SEAS PUD SECTION 26, T. 15 N., R. 23 E.

BEING LOT 2 OF A C.S.M. RECORDED IN VOLUME 25, PAGES 55 & 56 OF CERTIFIED SURVEYS, LOCATED IN THE NORTH 1/2 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 ±



SAILING EDUCATION ASSOCIATION  
OF SHEBOYGAN



II

3.3

R. O. No. 292 - 15 - 16. By PURCHASING AGENT. March 7, 2016.

Submitting a summary of anticipated expense for the provision of financial advisory services on a contract renewal basis for the period of April 1, 2016 through March 31, 2018.

The vendor has proposed a two year contract extension with the rates remaining the same as the current contract.

<b>WI Public Finance Professionals, LLC Milwaukee</b>	
	<u><b>Cost per issue</b></u>
<u><b>General Obligation Bond Issuance</b></u>	
\$1 Million to \$4 million	\$ 11,750.00-\$15,500.00
<u><b>HOURLY RATES (IF REQUIRED)</b></u>	
Financial Advisor..	\$ 75.00
Sr. Analyst . . .	\$ 50.00
Jr. Analyst . . .	\$ 40.00

The cost of services is based on three anticipated issues.

The Finance Director and Chief Administrative Officer are pleased with the services provided in the past two years and have recommended a contract extension.

Therefore it is recommended that the Purchasing Agent be authorized to enter into a contract extension with WI Public Finance Professionals LLC for providing financial advisory/bond counsel services.

Lies over





4.3

Res. No. 152- 15 - 16. By Alderperson Kath, Heidemann, Wolf and Donohue.  
March 7, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into a contract renewal for obtaining financial advisory services formerly referred to as bond counsel services.

WHEREAS: The City of Sheboygan has contracted with WI Public Finance Professionals, LLC for the past two years. The contract for these services expires in March 2016. The vendor has proven itself of value to the City of Sheboygan and has proposed a three year contract extension with no change to the rates of service:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a contract renewal with Wisconsin Public Finance Professionals, LLC for financial advisory services beginning April 1, 2016 through March 31, 2018 in accordance with City of Sheboygan RFP #1838-14 and the current Capital Improvements Program.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Debt Issuance Expense Account #30115100-540117 in payment of same.

Lies over

*Julie Kath*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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~~

4.4

Res. No. 153 - 15 - 16. By Alderperson Donohue. March 7, 2016.

A RESOLUTION officially recognizing the Neighborhood Association named Near North Neighbors.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community.

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations.

WHEREAS, Near North Neighbors has been organized by residents of the City of Sheboygan with a mission statement as follows:

"Near North Neighbors is dedicated to creating a better community in which to live and raise a family by encouraging social interaction and communication, creating group unity, and promoting the architectural character of the neighborhood."

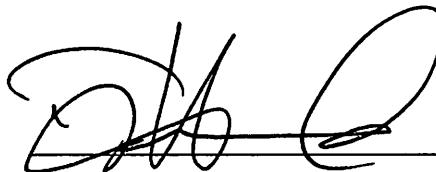
WHEREAS, Near North Neighbors will serve residents of the City of Sheboygan in the neighborhood bounded by Superior Avenue, North 8<sup>th</sup> Street, Erie Avenue, and Lake Michigan.

WHEREAS, after approval of this resolution, the Near North Neighbors shall be a voting member on the Mayor's Neighborhood Leadership Cabinet and be eligible for any funding opportunities provided by the City to recognized neighborhood associations.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the Neighborhood Association named Near North Neighbors.

Lies over

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of this neighborhood in particular and the community in general.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Other Matters

10.1

II

R. O. No.       - 15 - 16      . By CITY CLERK. March 21, 2016.

Submitting a communication from the Wisconsin Department of Administration stating that the resubmitted Sheet 2 of Mueller Field West has been reviewed and the Department does not object to the final plat bearing the March 10, 2016 revision date.

Lis over

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City Clerk





**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

SCOTT WALKER  
GOVERNOR  
SCOTT A. NEITZEL  
SECRETARY

MAR 18 '16 AM 10:54

**Plat Review**

101 E Wilson St FL 9, Madison WI 53703  
PO Box 1645, Madison WI 53701  
(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629  
E-mail: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
<http://doa.wi.gov/platreview>

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**REVISED**

March 15, 2016

**0004**

PERMANENT FILE NO. 27390

GARY KRUEGER  
KRUEGER LAND SURVEYING  
W3201 ORCHARD ROAD  
ELKHART LAKE WI 53020

Subject: MUELLER FIELD WEST  
SE 1/4 S8 T15N R23E  
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY

Dear Mr. Krueger:

You have resubmitted SHEET 2 of MUELLER FIELD WEST for review. The Department of Administration does not object to the final plat sheet bearing the March 10, 2016 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

**DEPARTMENT OF ADMINISTRATION COMMENTS:**

The Department of Administration has no conditions for this plat.

Note to all: The department previously certified no objection to this plat on February 29, 2016. The resubmitted sheet 2 has removed the Sanitary Sewer Easements note, and has made changes to the language in the Sanitary Sewer and Water Main Easements note and to the Stormwater Drainage Easements note. No other changes have been made to the sheet; these changes do not affect our previous certification.

The plat shall be presented to the local governing bodies for final approval and signing. Local government units, during their review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.



Any changes to the plat involving details checked by this Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the half-size copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below.

Sincerely,

  
Renée M. Powers, Supervisor  
Plat Review  
Phone: (608) 266-3200

Enc: Recordable Document, Original, Print

cc: Oyvind Solvang, Owner  
Clerk, Town of Sheboygan  
Clerk, City of Sheboygan  
Sheboygan County Planning & Resources Department  
Register of Deeds

ORIGINAL RECEIVED FROM SURVEYOR ON 01/08/2016; REVIEWED ON 02/05/2016  
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 02/25/2016  
SUBSTITUTE SHEET 2 RECEIVED FROM SURVEYOR ON 03/14/2016

III

Res. No. \_\_\_\_\_ - 15 - 16. By Alderperson Hammond. March 21, 2016.

A RESOLUTION approving the terms and conditions of the Development Agreement between Sheb Pro, LLC and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Developers Agreement between Sheb Pro, LLC and the City of Sheboygan, 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

**DEVELOPMENT AGREEMENT  
BETWEEN  
SHEB PRO, LLC  
AND CITY OF SHEBOYGAN**

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Sheb Pro, LLC, a Wisconsin limited liability company, with its principal offices located at 8102 Excelsior Drive, Madison, WI 53717 (hereinafter "Developer"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

**RECITALS**

Developer has proposed a new hotel development project, referred to as "Fairfield Inn and Suites Hotel," in the area east of South Taylor Drive, south of Washington Avenue and just north of the Union Pacific Railroad tracks in the City of Sheboygan.

Developer desires to have vehicular access to the development site for both northbound and southbound vehicles off of South Taylor Drive, and to have sanitary sewer service to the site. The City is willing to provide the South Taylor Drive access and extend sewer mains to service the site on certain terms and conditions.

It is in the mutual interest of all parties to proceed with this development project.

**AGREEMENT**

**NOW, THEREFORE,** in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I. DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Sheb Pro, LLC and its permitted successors and assigns.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer herein for construction of a four-story Fairfield Inn with approximately 116 rooms, located on Lot 2 of Certified Survey Map recorded at the Sheboygan County Register of Deeds on November 11, 2007, as Document No. 1840281, Vol. 23, page 190, located in the City of Sheboygan, County of Sheboygan, Wisconsin (the "Project Site"), the total construction cost of which when completed is estimated to be approximately \$5,500,00.

"Property" means the following parcels of property that together total approximately 4.9 acres, Lots 1 and 2 of Certified Survey Map recorded in the office of the Sheboygan County Register of Deeds on November 11, 2007 as Document No. 1840281, Vol. 23, Page 190, located in the City of Sheboygan, County of Sheboygan, Wisconsin.

## **ARTICLE II. OVERVIEW OF THE PROJECT**

The Project consists of development of the Project Site which is a 4.9 acre parcel of property in the area east of South Taylor Drive, south of Washington Avenue and just north of the Union Pacific Railroad tracks into a four-story Fairfield Inn with approximately 116 rooms, with associated parking and green space. The Project is to be constructed in accordance with plans approved or to be approved by the City, and generally as shown on the plan drawing attached as Exhibit "A."

## **ARTICLE III. UNDERTAKINGS OF THE DEVELOPER**

3.1 Ownership of the Property. Prior to entering into this Agreement, Developer shall acquire ownership of the Property and provide the City evidence of title. City shall satisfy itself in its discretion that Developer has fee simple ownership of the Property.

3.2 Evidence of Equity Capital and Mortgage Financing. No later than sixty (60) days following the date of this Agreement, Developer shall submit to the City evidence reasonably satisfactory to the City justifying that the Developer has a relationship with a Lender through the financing of ten prior hotel projects and should the terms of the development be met, the Lender would consider financing the project.

3.3 Grant of Easements. Developer hereby agrees to grant the following easements within thirty (30) days of the date hereof:

(A) A twenty (20') foot wide permanent utility easement to the City in, under and across the westerly twenty (20') feet of the Property adjacent to South Taylor Drive for sanitary sewer main purposes. Said easement shall be in form substantially similar to Exhibit "B-1" attached hereto.

(B) A fifteen (15') foot wide permanent water utility easement to the City of Sheboygan Board of Water Commissioners in, under and across the northerly fifteen (15') feet of Lot 2 of CSM recorded in Volume 23, pp. 190-191 as Document No. 1840281 in the office of the Sheboygan County Register of Deeds, for the purpose of laying, patrolling, maintaining, cleaning, repairing and renewing water utility transmission main. Said easement shall be in form substantially similar to Exhibit "B-2" attached hereto.

(C) A parcel containing approximately 2,000 sq. ft. as a permanent easement to the City for the purpose of constructing, maintaining, repairing and replacing a community sign in a location on the Property acceptable to the City. Said easement shall be in form substantially similar to Exhibit "B-3" attached hereto.

Recognizing that mitigation of wetlands will be required and will require the approval of the DNR, the provisions of this Section 3.3 are hereby modified and amended and the parties agree that the location of all easements shall be subject to change to the extent required based on the results of the DNR requirements for wetland mitigation.

3.4 Conditions Precedent. Ownership by the Developer of the Property as provided in Section 3.1 hereof, submission of

evidence of equity capital and/or commitments for mortgage financing satisfactory to the City as provided in Section 3.2 hereof, and the grant to the City of the utility easement as provided in Section 3.3 hereof, are conditions precedent to the undertakings of the City set forth in Article V hereof.

3.5 Construction of the Project. Subject to Unavoidable Delays as defined in Article X, the Developer shall commence construction of the improvements set forth above within twenty-four (24) months after the execution of this Agreement, or upon the execution of a final mitigation agreement with the DNR, whichever is later, and substantially complete construction within twenty-four (24) additional months thereafter, or such other dates as the parties shall mutually agree.

3.6 Compliance with Codes, Plans and Specifications, Etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits. City agrees to act upon all permit applications and requests for approval submitted by the Developer and required for the Project in a reasonably prompt manner.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer is the owner of the Property and has the ability to obtain sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City based on reasonable need, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition. Subject to applicable law, the City agrees to use its best efforts to keep such financial information made available to it hereunder confidential; provided, however, the City may, to the extent it deems necessary, disclose such information in the exercise of its remedies hereunder.

(E) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

#### **ARTICLE V. UNDERTAKINGS OF THE CITY**



5.1 Sanitary Sewer Extension. Contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, and subject to Section VI.B., the City agrees as an inducement to Developer for development of the Project to extend sanitary sewer main from the south to service Developer's development on the Project Site, at no cost (whether by direct billing, special assessment, special charge, impact fee or otherwise) to the Developer for said sewer main extension other than its obligations hereunder. Said main shall be of a size adequate to service the intended use of a hotel on the Project Site and shall be located within the 20 foot easement adjacent to South Taylor Drive granted by Developer herein. Costs and fees for construction of lateral(s) and connection thereof to the sewer main shall be borne by Developer.

5.2 Median Cut. Contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, and subject to Section VI.B., the City agrees as an inducement to Developer for development of the Project to remove the portion of the median located in South Taylor Drive in front of the Property and install a left turn lane that allows traffic traveling south/southeast on South Taylor Drive direct access from South Taylor Drive to the Property, at no cost (whether by direct billing, special assessment, special charge, impact fee or otherwise) to the Developer for said construction other than its obligations hereunder. The direct access shall be located half on Lot 1 and half on Lot 2 of the Certified Survey Map recorded at the office of the Sheboygan County Register of Deeds on November 11, 2007 as Document No. 1840281, Volume 23, page 190.

5.3 Timing of Public Improvements. Subject to Unavoidable Delays as defined in Article X, and contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, the City shall commence construction of the public improvements set forth in this Article within six (6) months after commencement of construction of the Project by Developer, and substantially complete construction within eighteen (18) months of commencement of construction, or such other date as the parties shall mutually agree.

5.4 Utilities. The City represents and warrants that all City utilities (water, sanitary sewer and storm sewer) will be available at the lot line. The term "lot line" shall mean at or adjacent to the Project Site or within the portion of the South Taylor Drive right-of-way that abuts the Project Site. To the best of the City's knowledge, electric, gas, and telephone

utilities are currently available at the lot line. City is without knowledge as to whether cable for cable television is available at the lot line.

## **VI. DEVELOPER GUARANTEE TO CITY**

A. Developer for itself, its successors and assigns, hereby guarantees to construct or provide for private construction of Improvements on the Project Site with a minimum investment of Five Million (\$5,000,000.00) Dollars ("Minimum Investment"), within 24 months after commencement of construction.

Investment includes all buildings and other Improvements on the Project Site and leasehold improvements. Investment shall not include the purchase price of the land, inventory, moveable equipment or personal property items.

Investment includes all costs and expenditures made or incurred from the date of this Agreement and on or before the completion date of construction of the Improvements on the Project Site as required by this Agreement, or such later date as the parties may hereafter agree. Developer shall provide the City a statement of its investment in the Project Site, computed in accordance with this section, no later than sixty (60) days after the completion date of construction of the Improvements on the Project Site as required by the Agreement, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

If the fair market value of the buildings and other Improvements on the Project Site, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than the Minimum Investment amount on January 1, 2019, or such later date as the parties may hereafter agree, then the Developer shall be deemed to have satisfied its obligation with respect to Minimum Investment.

B. In the event Developer's Investment, as provided herein, falls short of the required Minimum Investment, Developer agrees that it shall pay the City that percentage of the City's costs for the Public Improvements equal to the percentage by which Developer's Investment falls short of its required Minimum Investment. Any such required guarantee payment shall be due and payable to the City within thirty (30) days of City's invoice for said amount.

**ARTICLE VII. CONDITIONS TO THE  
UNDERTAKINGS OF THE CITY**

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) Developer shall have satisfied all Conditions Precedent set forth in Article III hereof.

(B) The Project shall be completed within the timeframe of approved schedule of construction, except to the extent failure to complete within such timeframe is due to Unavoidable Delay.

(C) Developer shall satisfy its Minimum Investment guaranty as set forth in Article VI.

(D) All representations and warranties of Developer set forth in Article IV and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(E) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(F) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

**ARTICLE VIII. INDEMNIFICATION OF THE CITY**

8.1 The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the Developer's performance of the construction of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation, any willful misconduct, or negligent acts of the Indemnified Parties, the Developer will protect and defend

the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

#### **ARTICLE IX. DEFAULT/REMEDIES**

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations, guarantees or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed as promptly as possible under the circumstances, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed as promptly as possible under the circumstances, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend its performance under this Agreement from the time any notice of an Event of Default is given until it receives assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any covenant, condition, obligation, guarantee or agreement of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City or the Developer in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any covenant,

condition, obligation, guarantee or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

#### **ARTICLE X. FORCE MAJEURE**

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent (Unavoidable Delay"), and the time for performance will be extended by the period of delay occasioned by any such cause.

#### **ARTICLE XI. ADDITIONAL PROVISIONS**

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plans, or any part thereof, or to impose any limitations, restrictions and requirements on the development,

construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 Right to Cancel. Notwithstanding anything in this agreement to the contrary, Developer shall have the right to declare this Agreement null and void if after the completion of the wetland mitigation process with DNR, the DNR has not approved mitigation which allows for at least one (1) hotel of the size and type contemplated herein to be constructed on the subject site.

11.5 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Except with the prior written consent of the City, Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City of Sheboygan, Wisconsin  
828 Center Ave.  
Sheboygan, WI 53081  
Attn: City Clerk

with a copy to: City Attorney  
City of Sheboygan, Wisconsin  
828 Center Ave., Suite 304  
Sheboygan, WI 53081

To the Developer: Todd Winkler, Secretary  
8102 Excelsior Drive  
Madison, WI 53717

With a copy to: Joel H. Fenchel, Esq.  
Fischel & Kahn, Ltd.



155 N. Wacker Drive  
Suite 1950  
Chicago, IL 60606

11.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**SIGNATURE PAGE FOR  
DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**ATTEST:** \_\_\_\_\_  
Susan Richards, City Clerk

**SHEB PRO, LLC**

**BY:** \_\_\_\_\_  
William P. Zanetis, President

**ATTEST:** \_\_\_\_\_  
Todd Winkler, Secretary

This document authorized by and in accordance with Res. No. \_\_\_\_\_-15 - 16.

**EXHIBIT "A"**

**PLAN DRAWING**

**DEVELOPMENT AGREEMENT  
BETWEEN  
SHEB PRO, LLC  
AND CITY OF SHEBOYGAN**

**THIS AGREEMENT** made as of the 25<sup>th</sup> day of April, 2016, by and between Sheb Pro, LLC, a Wisconsin limited liability company, with its principal offices located at 8102 Excelsior Drive, Madison, WI 53717 (hereinafter "Developer"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

**RECITALS**

Developer has proposed a new hotel development project, referred to as "Fairfield Inn and Suites Hotel," in the area east of South Taylor Drive, south of Washington Avenue and just north of the Union Pacific Railroad tracks in the City of Sheboygan.

Developer desires to have vehicular access to the development site for both northbound and southbound vehicles off of South Taylor Drive, and to have sanitary sewer service to the site. The City is willing to provide the South Taylor Drive access and extend sewer mains to service the site on certain terms and conditions.

It is in the mutual interest of all parties to proceed with this development project.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals, the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I. DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Sheb Pro, LLC and its permitted successors and assigns.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer herein for construction of a four-story Fairfield Inn with approximately 116 rooms, located on Lot 2 of Certified Survey Map recorded at the Sheboygan County Register of Deeds on November 11, 2007, as Document No. 1840281, Vol. 23, page 190, located in the City of Sheboygan, County of Sheboygan, Wisconsin (the "Project Site"), the total construction cost of which when completed is estimated to be approximately \$5,500,00.

"Property" means the following parcels of property that together total approximately 4.9 acres, Lots 1 and 2 of Certified Survey Map recorded in the office of the Sheboygan County Register of Deeds on November 11, 2007 as Document No. 1840281, Vol. 23, Page 190, located in the City of Sheboygan, County of Sheboygan, Wisconsin.

## **ARTICLE II. OVERVIEW OF THE PROJECT**

The Project consists of development of the Project Site which is a 4.9 acre parcel of property in the area east of South Taylor Drive, south of Washington Avenue and just north of the Union Pacific Railroad tracks into a four-story Fairfield Inn with approximately 116 rooms, with associated parking and green space. The Project is to be constructed in accordance with plans approved or to be approved by the City, and generally as shown on the plan drawing attached as Exhibit "A."

## **ARTICLE III. UNDERTAKINGS OF THE DEVELOPER**

3.1 Ownership of the Property. Prior to entering into this Agreement, Developer shall acquire ownership of the Property and provide the City evidence of title. City shall satisfy itself in its discretion that Developer has fee simple ownership of the Property.

3.2 Evidence of Equity Capital and Mortgage Financing. No later than sixty (60) days following the date of this Agreement, Developer shall submit to the City evidence reasonably satisfactory to the City justifying that the Developer has a relationship with a Lender through the financing of ten prior hotel projects and should the terms of the development be met, the Lender would consider financing the project.

3.3 Grant of Easements. Developer hereby agrees to grant the following easements within thirty (30) days of the date hereof:

(A) A twenty (20') foot wide permanent utility easement to the City in, under and across the westerly twenty (20') feet of the Property adjacent to South Taylor Drive for sanitary sewer main purposes. Said easement shall be in form substantially similar to Exhibit "B-1" attached hereto.

(B) A fifteen (15') foot wide permanent water utility easement to the City of Sheboygan Board of Water Commissioners in, under and across the northerly fifteen (15') feet of Lot 2 of CSM recorded in Volume 23, pp. 190-191 as Document No. 1840281 in the office of the Sheboygan County Register of Deeds, for the purpose of laying, patrolling, maintaining, cleaning, repairing and renewing water utility transmission main. Said easement shall be in form substantially similar to Exhibit "B-2" attached hereto.

(C) A parcel containing approximately 2,000 sq. ft. as a permanent easement to the City for the purpose of constructing, maintaining, repairing and replacing a community sign in a location on the Property acceptable to the City. Said easement shall be in form substantially similar to Exhibit "B-3" attached hereto.

Recognizing that mitigation of wetlands will be required and will require the approval of the DNR, the provisions of this Section 3.3 are hereby modified and amended and the parties agree that the location of all easements shall be subject to change to the extent required based on the results of the DNR requirements for wetland mitigation.

3.4 Conditions Precedent. Ownership by the Developer of the Property as provided in Section 3.1 hereof, submission of

evidence of equity capital and/or commitments for mortgage financing satisfactory to the City as provided in Section 3.2 hereof, and the grant to the City of the utility easement as provided in Section 3.3 hereof, are conditions precedent to the undertakings of the City set forth in Article V hereof.

3.5 Construction of the Project. Subject to Unavoidable Delays as defined in Article X, the Developer shall commence construction of the improvements set forth above within twenty-four (24) months after the execution of this Agreement, or upon the execution of a final mitigation agreement with the DNR, whichever is later, and substantially complete construction within twenty-four (24) additional months thereafter, or such other dates as the parties shall mutually agree.

3.6 Compliance with Codes, Plans and Specifications, Etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits. City agrees to act upon all permit applications and requests for approval submitted by the Developer and required for the Project in a reasonably prompt manner.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Wisconsin.



(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer is the owner of the Property and has the ability to obtain sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City based on reasonable need, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition. Subject to applicable law, the City agrees to use its best efforts to keep such financial information made available to it hereunder confidential; provided, however, the City may, to the extent it deems necessary, disclose such information in the exercise of its remedies hereunder.

(E) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

#### **ARTICLE V. UNDERTAKINGS OF THE CITY**

5.1 Sanitary Sewer Extension. Contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, and subject to Section VI.B., the City agrees as an inducement to Developer for development of the Project to extend sanitary sewer main from the south to service Developer's development on the Project Site, at no cost (whether by direct billing, special assessment, special charge, impact fee or otherwise) to the Developer for said sewer main extension other than its obligations hereunder. Said main shall be of a size adequate to service the intended use of a hotel on the Project Site and shall be located within the 20 foot easement adjacent to South Taylor Drive granted by Developer herein. Costs and fees for construction of lateral(s) and connection thereof to the sewer main shall be borne by Developer.

5.2 Median Cut. Contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, and subject to Section VI.B., the City agrees as an inducement to Developer for development of the Project to remove the portion of the median located in South Taylor Drive in front of the Property and install a left turn lane that allows traffic traveling south/southeast on South Taylor Drive direct access from South Taylor Drive to the Property, at no cost (whether by direct billing, special assessment, special charge, impact fee or otherwise) to the Developer for said construction other than its obligations hereunder. The direct access shall be located half on Lot 1 and half on Lot 2 of the Certified Survey Map recorded at the office of the Sheboygan County Register of Deeds on November 11, 2007 as Document No. 1840281, Volume 23, page 190.

5.3 Timing of Public Improvements. Subject to Unavoidable Delays as defined in Article X, and contingent upon Developer's prior satisfaction of the Conditions Precedent set forth in Article III hereof, the City shall commence construction of the public improvements set forth in this Article within six (6) months after commencement of construction of the Project by Developer, and substantially complete construction within eighteen (18) months of commencement of construction, or such other date as the parties shall mutually agree.

5.4 Utilities. The City represents and warrants that all City utilities (water, sanitary sewer and storm sewer) will be available at the lot line. The term "lot line" shall mean at or adjacent to the Project Site or within the portion of the South Taylor Drive right-of-way that abuts the Project Site. To the best of the City's knowledge, electric, gas, and telephone

utilities are currently available at the lot line. City is without knowledge as to whether cable for cable television is available at the lot line.

#### **VI. DEVELOPER GUARANTEE TO CITY**

A. Developer for itself, its successors and assigns, hereby guarantees to construct or provide for private construction of Improvements on the Project Site with a minimum investment of Five Million (\$5,000,000.00) Dollars ("Minimum Investment"), within 24 months after commencement of construction.

Investment includes all buildings and other Improvements on the Project Site and leasehold improvements. Investment shall not include the purchase price of the land, inventory, moveable equipment or personal property items.

Investment includes all costs and expenditures made or incurred from the date of this Agreement and on or before the completion date of construction of the Improvements on the Project Site as required by this Agreement, or such later date as the parties may hereafter agree. Developer shall provide the City a statement of its investment in the Project Site, computed in accordance with this section, no later than sixty (60) days after the completion date of construction of the Improvements on the Project Site as required by the Agreement, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

If the fair market value of the buildings and other Improvements on the Project Site, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than the Minimum Investment amount on January 1, 2019, or such later date as the parties may hereafter agree, then the Developer shall be deemed to have satisfied its obligation with respect to Minimum Investment.

B. In the event Developer's Investment, as provided herein, falls short of the required Minimum Investment, Developer agrees that it shall pay the City that percentage of the City's costs for the Public Improvements equal to the percentage by which Developer's Investment falls short of its required Minimum Investment. Any such required guarantee payment shall be due and payable to the City within thirty (30) days of City's invoice for said amount.

**ARTICLE VII. CONDITIONS TO THE  
UNDERTAKINGS OF THE CITY**

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) Developer shall have satisfied all Conditions Precedent set forth in Article III hereof.

(B) The Project shall be completed within the timeframe of approved schedule of construction, except to the extent failure to complete within such timeframe is due to Unavoidable Delay.

(C) Developer shall satisfy its Minimum Investment guaranty as set forth in Article VI.

(D) All representations and warranties of Developer set forth in Article IV and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(E) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(F) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

**ARTICLE VIII. INDEMNIFICATION OF THE CITY**

8.1 The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or arising out of the Developer's performance of the construction of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation, any willful misconduct, or negligent acts of the Indemnified Parties, the Developer will protect and defend

the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

#### **ARTICLE IX. DEFAULT/REMEDIES**

**9.1 Events of Default.** An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations, guarantees or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed as promptly as possible under the circumstances, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed as promptly as possible under the circumstances, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend its performance under this Agreement from the time any notice of an Event of Default is given until it receives assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any covenant, condition, obligation, guarantee or agreement of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City or the Developer in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any covenant,

condition, obligation, guarantee or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party by reason of such default.

#### **ARTICLE X. FORCE MAJEURE**

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent (Unavoidable Delay"), and the time for performance will be extended by the period of delay occasioned by any such cause.

#### **ARTICLE XI. ADDITIONAL PROVISIONS**

**11.1 Conflicts of Interest.** No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

**11.2 Incorporation by Reference.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

**11.3 No Implied Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plans, or any part thereof, or to impose any limitations, restrictions and requirements on the development,



construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 Right to Cancel. Notwithstanding anything in this agreement to the contrary, Developer shall have the right to declare this Agreement null and void if after the completion of the wetland mitigation process with DNR, the DNR has not approved mitigation which allows for at least one (1) hotel of the size and type contemplated herein to be constructed on the subject site.

11.5 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Except with the prior written consent of the City, Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City of Sheboygan, Wisconsin  
828 Center Ave.  
Sheboygan, WI 53081  
Attn: City Clerk

with a copy to: City Attorney  
City of Sheboygan, Wisconsin  
828 Center Ave., Suite 304  
Sheboygan, WI 53081

To the Developer: Todd Winkler, Secretary  
8102 Excelsior Drive  
Madison, WI 53717

With a copy to: Joel H. Fenchel, Esq.  
Fischel & Kahn, Ltd.

155 N. Wacker Drive  
Suite 1950  
Chicago, IL 60606

11.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

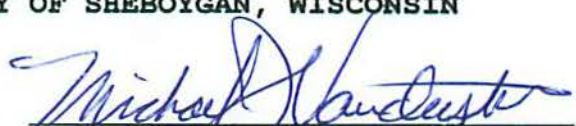
11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**SIGNATURE PAGE FOR  
DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

**BY:**

  
Michael J. Vandersteen, Mayor

**ATTEST:**

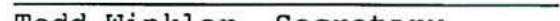
  
Susan Richards, City Clerk

**SHEB PRO, LLC**

**BY:**

  
William P. Zanetis, President

**ATTEST:**

  
Todd Winkler, Secretary

This document authorized by and in accordance with Res. No.  
\_\_\_\_\_-15 - 16.

**EXHIBIT "A"**

**PLAN DRAWING**

II

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. March 21, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

Law &amp; Lic.

\_\_\_\_\_  
City ClerkCHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1089	Daves Whos Inn	835 Indiana Ave. - one-day events to be Held 6/8/16; 6/15/16; 6/22/16; 6/29/16; 7/6/16; 7/13/16; 7/20/16; 7/27/16; 8/3/16; 8/10/16; 8/17/16; 8/24/16 & 8/31/16 to include current premise and ramp west of bldg./south parking lot & west parking lot for car show.
3056	Gotta Getcha In Oasis	840 Wilson Ave. - one-day event to be held 4/30/16 to include current premise and back parking lot, entrance door on east side of bar and back door.
3001	Ranieris Four of A Kind	811 Indiana Ave. - one-day events to be Held 6/8/16; 6/15/16; 6/22/16; 6/29/16; 7/6/16; 7/13/16; 7/20/16; 7/27/16; 8/3/16; 8/10/16; 8/17/16; 8/24/16 & 8/31/16 to include current premise & include the parking area to the south, east & west of the building for the car shows.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3184	Board & Brush Creative Studio	528 N. 8 <sup>th</sup> St.

SIDEWALK CAFE LICENSE (April 14, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	1015 S. 10 <sup>th</sup> St.
2487	Frankies Pub & Grill	2218 Indiana Ave.
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> St.
2427	Urbane	1231 N. 8 <sup>th</sup> St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1054	Arneson, Jimmel R.	3318 N. 11 <sup>th</sup> St.
7290	Bruinooge, Tarri L.	3404 N. 8 <sup>th</sup> St.
1379	Gilbert, Robert E.	607 N. 27 <sup>th</sup> St.
1058	Housey, Tayna J.	2225 S. 12 <sup>th</sup> St.
1059	Lewis, Savannah M.	1229 S. 7 <sup>th</sup> St.
1028	Low, Kourtney C.	2318 Park Pl., #A
1808	Markham, Kevin	1535 N. 24 <sup>th</sup> St.
1045	Marks, Christina M.	1429 S. 17 <sup>th</sup> St.
1042	Owen, James R.	1121 N. 5 <sup>th</sup> St.

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0465	Dewitt, Curtis W.	926 St. Clair Ave.
1032	Gomez, Fernando	2219 S. 14 <sup>th</sup> St.
7782	Heyman, Benjamin F.	1133 Pershing Ave.
4978	Hunt, Denise L.	2213 N. 20 <sup>th</sup> St.

II

Other Matters

10.4

R. O. No.       - 15 - 16      . By CITY CLERK. March 21, 2016.

Submitting a communication from Brian Maher expressing his concerns regarding two incidents he was involved in with Shoreline Metro.

Transit

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City Clerk



Brian Maher  
2119 Woodglen Dr 2D  
Sheboygan, WI 53081  
bjmaher75@yahoo.com

Pg. 1

Mr Mayor,

920 889 7632 (no message) 3-17-16

MAR 18 '16 PM 2:45

I live at Club of Oak Creek Apts  
by the bus stop at 26th / Union.

My son and I have been taking the bus  
on a regular basis since January, and  
have recieved excellent service this  
past winter. There was a situation / 2  
incidents that ocured at 633 AM on  
Friday March 11th. Please view the  
video of incidents, if you wish. I myself  
do not want to waste my hand strength to  
fill the paperwork out to view the tape  
myself, I don't like to waste my time, I am  
very busy, as of you are as well I'm sure, so  
I do not wish to pursue this matter any  
further, but I believe this requires your  
attention and help (advice maybe).

A Short background on my self: Bus Driver of  
10 years, LE Family and school background, previously  
self employed in the transportation business for 3  
years. Also alot of experience with Elderly and  
children of all ages. I have many many refrences  
and will furnish upon request. I am a giant teddy bear,  
but very direct, busy, determined person. Single Father  
with Full custody / no financial help whatsoever.

→



I currently work 60 estimated hours (winter) then up to 100 or so hours /WK, with taking on-line classes, coming off of a hernia surgery less than a year ago.

1) Last weeks incidents are not acceptable / especially from a city employee. (Strike 1)

2) I complained to shoreline Metro complaint process and recieved a very disturbing phone call, basically saying, driver was not at all at fault, and was asked if a bag of tokens was ~~OK~~ for my troubles.

~~Whine whine~~ (Strike 2) I'm not an idiot!

3) I will now challenge the whole process and not only will I seek compensation, I will also seek Job LOSS.

4) We now need to discuss this further before it escalates, at your convience. We now need the supervisor at shoreline, yourself and myself to discuss a resolution. IF one is not resolved, I will pursue legal action in civil court, I have the \$ and time to piss away if you do, I love challenges. Brian Mah

III

Other matters

10.5

Res. No.     - 15 - 16    . By Alderperson Wolf. March 21, 2016.

A RESOLUTION approving the terms and conditions of the Parking and Access Lease Agreement by and between the City of Sheboygan and Eighth Street Sheboygan Housing Corporation.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Parking Access Lease Agreement By and Between the City of Sheboygan and Eighth Street Sheboygan Housing Corporation 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.

Transit

\_\_\_\_\_

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

## **PARKING AND ACCESS LEASE AGREEMENT**

**THIS PARKING AND ACCESS LEASE AGREEMENT** (this “**Lease**”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF SHEBOYGAN, WISCONSIN**, a municipal corporation of the State of Wisconsin, as Landlord (“**Landlord**”) and **EIGHTH STREET SHEBOYGAN HOUSING CORPORATION**, a Wisconsin domestic business corporation, as Tenant (“**Tenant**”).

### **WITNESSETH:**

**WHEREAS**, Tenant and Landlord entered into that certain Contract for Sale of Land for Private Development dated as of December 11, 2015 (as amended from time to time, the “**Purchase Agreement**”), pursuant to which, among other items, Landlord will convey to Tenant certain real property more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Tenant Property**”);

**WHEREAS**, as more particularly provided in the Purchase Agreement, Landlord agreed to enter into this Lease with Tenant to assist in the provision of adequate parking and access for use in connection with the Tenant Property;

**WHEREAS**, Landlord is the owner of certain real property located adjacent to the Tenant Property, which real property is generally depicted on the site plan attached hereto and made a part hereof as **Exhibit B** (the “**Parking Premises**”);

**WHEREAS**, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, parking spaces, access driveways, and entrances located on the Parking Premises, in accordance with the terms of this Lease.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and are made a part of this Lease.
2. **Definitions**. All capitalized terms used in this Lease shall have the meanings set forth below:

A. “**Building**” shall mean the multi-use building to be constructed by Tenant on the Tenant Property containing approximately 81 apartment units and approximately 4,000 square feet of commercial space, together with any additions thereto or replacements thereof.

B. “**Occupants**” shall mean Tenant, and all owners, lessees or sublessees of the Tenant Property and employees, contractors, licensees and guests thereof, including, but not limited to, tenants of commercial space and their respective employees, contractors, licensees and invitees.

C. "Parking Permit" shall mean permission given in writing or a permit to be displayed on the applicable vehicle for parking of a passenger motor vehicle in a Parking Space within the Parking Premises. Parking Permits may be of the following types:

(i) "Monthly Parking Permit," which shall mean a Parking Permit issued by Tenant for a calendar month allowing an Occupant to park a passenger motor vehicle in a Parking Space within the Parking Premises at any time; and

(ii) "Visitor Parking Permit," which shall mean a temporary Parking Permit issued by Tenant allowing a person to park a passenger motor vehicle in a Parking Space on a daily, weekly or monthly basis in the Parking Premises.

D. "Parking Space" shall mean a space within the Parking Premises that is 9'x18" long, which space is not otherwise restricted or reserved and conforms in size at any given time to all applicable zoning and other ordinances.

E. "Parking Rent" shall mean the monthly rent charged Tenant pursuant to the terms of this Lease for the use of all of the Parking Premises, which shall equal the Permit Fees (as such term is hereinafter defined) for the 42 parking spaces located within the Parking Premises.

F. "Project" shall mean collectively the Tenant Property and the Building or any other improvements located on the Tenant Property.

3. Demise of the Parking Premises. Landlord hereby leases unto Tenant, and Tenant leases from Landlord, the Parking Premises, which shall include forty-two (42) striped Parking Spaces and access driveways and entranceways, together with pedestrian pathways, in each case from and to public streets and the Project and to and from and on and over the Parking Premises and including, on and over the parking areas, drive aisles, turnarounds and driveways for ingress and egress over the Parking Premises to and from and between the Parking Premises, the Project and public streets.

4. Request for Additional Parking Spaces. At any point during the term of this Lease, Tenant may, upon at least 30 days' prior written notice to Landlord, request the right to lease additional parking spaces in excess of forty two (42) parking spaces in other nearby parking areas owned or controlled by Landlord or the District (as such term is hereinafter defined) on the same terms as herein provided and Landlord will use good faith and reasonable efforts to accommodate such request. This Lease shall be amended to reflect any agreement with respect to additional parking spaces.

5. Parking Permits: Issuance. Tenant shall have the right, at any time and from time to time to issue any number of Monthly Parking Permits (which may be issued for full or partial months) and Visitor Parking Permits. It is anticipated that the majority of Parking Permits will be issued effective as of the first of a calendar month. The Parking Permits issued by Tenant shall only be for the forty-two (42) Parking Spaces located within the Parking Premises. Tenant shall allocate and distribute Parking Permits in a manner determined by Tenant in its sole discretion.



6. Term. The initial term of this Lease (the “**Initial Term**,” the Initial Term and any extensions thereof, the “**Term**”) shall be for a period of ninety eight (98) years, commencing on the effective date of the first Parking Permits issued by Tenant (the “**Commencement Date**”), and expiring at 11:59 p.m. on the last day of the calendar month during which the ninety-eighth (98<sup>th</sup>) anniversary of the Commencement Date occurs, unless earlier terminated as provided herein.

7. Permit Fees. The initial monthly lease fee per Parking Space (“**Permit Fee**”) under this Lease is Thirty Dollars (\$30.00). The Parking Rent is calculated based on Permit Fees for the 42 Parking Spaces located on the Parking Premises. The Parking Rent for a given month shall be due on the first of every calendar month following the Commencement Date. In the event the Commencement Date occurs as of a date other than the first day of a calendar month, then Landlord hereby waives and forgives the payment of any Parking Rent and any other charges for that partial month. In the event the date of termination or expiration of this Lease occurs as of a date other than the last day of a calendar month, the Parking Rent for such partial month shall be prorated based upon the number of days during such partial month that fell within the Term. The amount of the Permit Fee may be adjusted annually, commencing on the anniversary of the first day of the first full calendar month after the Commencement Date, subject to the provisions of this Lease and pursuant to good faith negotiations between Landlord and Tenant, provided that the adjusted Permit Fee shall not exceed the amount reasonably determined by Landlord as the average monthly operating and maintenance expenses of the Parking Premises divided by the total number of Parking Spaces within the Parking Premises. The Permit Fee charged per Parking Space shall also not exceed the lowest monthly rent, permit fee or other charge per Parking Space then being charged by any of Landlord, the parking assessment district in which the Parking Premises are located, or any other parking assessment district (each, a the “**District**” and, collectively, the “**Districts**”) within the City of Sheboygan, as applicable, to other tenants, users, or licensees of parking spaces owned by the Landlord or any of the Districts. Landlord shall provide Tenant with an annual statement confirming that Tenant’s monthly Permit Fee per Parking Space does not exceed the lowest such rent, fee or other amount being so charged. The Parking Rent shall constitute the only rent or other payments owed by Tenant for the use of the Parking Spaces and the Parking Premises or otherwise due hereunder. Tenant shall not be charged and shall have no obligation to pay any other amounts, fees or assessments arising out of or in connection with the Project being located within any parking district or districts or the equivalent. Landlord acknowledges and agrees that Tenant shall have the right at any time to charge holders of Parking Permits amounts greater than the Permit Fee and the entire amount so charged shall belong to Tenant.

8. Legal Compliance. Landlord represents and warrants that the Parking Premises complies and will comply with all applicable laws, including, without limitation, environmental laws.

9. Landlord Representations. Landlord represents and warrants that Landlord is the owner of the Parking Premises in fee simple, free and clear of liens and encumbrances. Landlord further represents and warrants that it has full right, power and authority and is duly authorized to execute this Lease. Landlord represents and warrants that there will be sufficient Parking Spaces available so that Tenant and Occupants can park in all forty two (42) Parking Spaces and

that there will be legal vehicular and pedestrian access to and from the Project, the Parking Premises and public streets, at all times during the Term.

10. Landlord Repairs and Improvements. Landlord will undertake and complete in a good and workmanlike manner the initial, as well as ongoing, repairs and improvements to the Parking Premises described on Exhibit C attached hereto (the “**Parking and Access Renovations**”) on or before the date set forth on Exhibit C for completion thereof. Landlord and Tenant shall cooperate with the completion of construction of the Project and the Parking Premises so that the Parking and Access Renovations are completed within a time frame that allows the first Occupants of the Tenant Property to use the Parking Spaces and so that the construction of the Parking and Access Renovations and the paving, landscaping and related improvements to the Tenant Property can be coordinated so as to create efficiencies. The parties acknowledge that the Parking Premises may be used for staging of construction equipment and materials during initial construction of the Project and that the Parking and Access Renovations may not commence until the Parking Premises are no longer needed by Tenant for staging purposes. Tenant’s rights to stage on the Parking Premises are addressed in a separate agreement.

11. Permitted Use. Tenant may use the Parking Premises only for the parking of passenger vehicles by Occupants and ingress and egress to and from, the Project and the Parking Premises and public streets. Such permitted use shall include the right to use elements appurtenant to the Parking Premises, including, but not limited to, any approaches, driveways, drive aisles, turn arounds and any other appurtenances serving the Parking Premises, as may be necessary or desirable for the purposes of pedestrian and vehicular ingress and egress, and access, to, from and over the Parking Spaces and to and from the Parking Premise, the Project and public streets. Occupants holding Parking Permits and Tenant shall have access to and use of the Parking Spaces at all hours and on all days of the year. Occupants and visitors to and guests of the Project shall have the right to use the access ways located within the Parking Premises for ingress and egress to and from the Project and public streets.

12. Alterations. Neither Landlord nor Tenant shall make any material alterations to the Parking Premises without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Tenant may install signage identifying the Parking Premises as parking for the Project. In particular, but without limitation, Landlord shall not alter or change any landscaping without Tenant’s prior written consent, but may replace landscaping with landscaping substantially the same in all respects as the replaced landscaping without Tenant’s approval.

13. Repairs and Maintenance. Landlord, at its sole cost and expense, shall maintain, repair and replace the Parking Premises in good condition and repair, in a good and workmanlike manner, in compliance with all applicable laws, and at a level comparable in all respects to private parking areas and access serving Class A multifamily properties in the City of Sheboygan, including without limitation, lighting, snow removal, signage, landscaping and resurfacing. Such repair and maintenance shall include maintaining the Parking Premises at all times in a level, paved, striped and attractively landscaped condition.



14. Enforcement. If Tenant, acting in good faith, believes that parties are using the Parking Spaces without valid permits, then Tenant may notify Landlord and Landlord, at its sole cost and expense, shall promptly take reasonable efforts to ensure that all users of Parking Spaces have valid Parking Permits, including, without limitation, issuing tickets and towing vehicles without valid Parking Permits.

15. Insurance; Indemnity.

A. Insurance. At all times during the Term, Landlord, at its sole cost and expense, shall procure and maintain commercial general liability insurance insuring Landlord, and naming Tenant as an additional insured, against damages because of or resulting from any injury to property, person and loss of life sustained or claimed to have been sustained by any person in, about or on any part of the Parking Premises. Such commercial general liability insurance shall have a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence, with a general aggregate limit of Five Million Dollars (\$5,000,000). Upon Tenant's request, Landlord shall promptly provide Tenant with evidence of such insurance. From time to time, Landlord shall increase such coverage and amounts so that such insurance coverage is equal to or greater than customary coverage and levels of insurance for similarly situated parking areas serving Class A multifamily properties.

B. Indemnity. Unless due to the negligence or willful misconduct of Landlord or Additional Users and except for matters covered by Landlord's indemnity or Landlord's insurance, Tenant shall indemnify, defend and save Landlord harmless from and against all losses and damage to any person or property arising out of, related to or in connection with the use of the Parking Premises by Tenant. Unless due to the negligence or willful misconduct of Tenant, Landlord shall indemnify, defend and save Tenant harmless from and against all losses and damage to any person or property arising out of, related to or in connection with the use or operation, maintenance, repair, and replacement of the Parking Premises by Landlord, Landlord's employees, invitees, licensees, agents, contractors or representatives or any other third parties.

16. Taxes. In the event that real estate taxes and/or assessments are levied or assessed against the Parking Premises, Tenant shall not be responsible for such taxes and assessments and Landlord shall pay or cause said amounts to be paid. Tenant will receive a credit against any parking district assessments or similar charges that would otherwise be levied against the Project based on the underground parking included within the Project with the result that Tenant shall not be required to pay any parking district assessments or other charges. If the underground parking is eliminated, then Tenant will be charged the then applicable parking district assessment applicable to the Project commencing as of the elimination of the underground parking.

17. Casualty: Project. If, at any time during the term of this Lease, any residential apartments within the Project are damaged to the extent that they are no longer being occupied, the Parking Rent shall be abated based on a reduction in the Parking Rent equal to the amount of one Permit Fee for every residential apartment that is not reasonably habitable as a result of such

damage and Tenant shall not be required to pay such Permit Fee(s) until the applicable residential apartment(s) (is)are restored to a condition suitable for occupancy.

18. Casualty: Parking Premises. If the Parking Premises are destroyed or damaged by fire or other casualty, then Landlord shall proceed to promptly repair or restore the Parking Premises to substantially the same condition they were in immediately prior to such casualty and the Parking Rent due hereunder shall be proportionately and equitably abated based on any reduction in the number of available Parking Spaces and access during the period of restoration.

19. Condemnation.

A. The parties acknowledge that the parking spaces are owned by Landlord and therefore Landlord agrees that the Parking Premises shall not be subject to condemnation during the Term by Landlord or any of its agencies, districts or authorities. Landlord agrees not to participate in, instigate or encourage any condemnation efforts in connection with the Parking Premises or Tenant Property, without Tenant's express written consent. If, at any time during the term of this Lease, there shall be a total taking or a Constructive Total Taking (as defined below) of the Parking Premises in condemnation proceedings or by any right of eminent domain (including a deed or other transfer in lieu of eminent domain), this Lease shall terminate on the date possession is given pursuant to such taking and the Parking Rent payable hereunder shall be apportioned and paid to the date of such possession. The term "**Constructive Total Taking**" shall mean a taking of such scope that the untaken portion of the Parking Premises cannot be used, or restored and used, as a parking facility capable of providing at least 80% of the number of the Parking Spaces for which Tenant was entitled to issue Parking Permits immediately preceding the taking.

B. In the event of any such total taking or Constructive Total Taking and the termination of this Lease, Landlord shall be entitled to the total aggregate award for such taking, including severance damages relating to the Parking Premises ("**Condemnation Award**"), but out of such condemnation award shall remit to Tenant an amount determined as follows:

The following values shall be determined as of the day immediately preceding the taking, by agreement of the parties, or if the parties cannot so agree, as determined by an independent appraiser experienced in the appraisal of commercial real estate and acceptable to the parties:

- (i) the value of Landlord's interest in the Parking Premises; and
- (ii) the value of Tenant's interest in this Lease.

Landlord shall receive that percentage of the Condemnation Award which the value as determined in Subsection B.(i) above bears to the sum of the values determined in Subsections B.(i) and B.(ii) above.

Tenant shall receive the remainder of the Condemnation Award.

C. Any award to be received by Tenant pursuant to this Section shall be superior in right to any award to be received by any other tenant, lessee or grantee of Parking Spaces on the Parking Premises or to any mortgagee of the Parking Premises.

D. In the event of a taking which is less than a Constructive Total Taking, this Lease shall not terminate or be affected in any way, except that the Parking Rent payable hereunder shall abate during the period of restoration in respect of the number of Parking Spaces for which Tenant is entitled to issue Parking Permits hereunder, but which Parking Spaces Landlord is unable to provide.

20. Substitute Parking Spaces.

A. In the event that as a result of condemnation or a taking in lieu of condemnation or the intentional act of Landlord or the District in violation of this Lease, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as possible to the Project, and in a manner sufficient to comply with any applicable zoning or parking ordinance requirement. In the event of a condemnation or a taking in lieu of condemnation and provided Landlord provides Tenant promptly with substitute access and parking spaces which are reasonably satisfactory to Tenant on the same terms and for the same Term as provided under this Lease, then Landlord shall be entitled to receive the entire amount of the Condemnation Award. Tenant shall be entitled to accept substitute access and parking spaces offered by Landlord which are not fully acceptable without prejudicing its right to a portion of the Condemnation Award; however, in such case, the amount of the Condemnation Award to be remitted to Tenant shall reflect the value of Tenant's interest in the access and substitute parking spaces, which value shall take into consideration proximity to the Project. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

B. In the event that as a result of repair, replacement or maintenance of the Parking Premises, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall promptly notify Tenant thereof. To the extent possible Landlord shall provide Tenant with notice of the specific repair, replacement or maintenance and the period of any disruption of the use of the Parking Premises. Landlord shall use commercially reasonable efforts to limit as much as possible any interference with access to and from the Project and the use of Parking Spaces and Landlord shall coordinate with Tenant the dates and times of any such work. Landlord shall use its best efforts to promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as

possible to the Project. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

C. In the event that as a result of a casualty or for any other reason not addressed under subsections A and B above, Tenant's ability to use all of the Parking Spaces that Tenant has the right to use under this Lease or Tenant's access rights are impaired, limited or affected, Landlord shall use its best efforts to promptly provide Tenant with, as applicable, reasonable substitute access and the same number of substitute parking spaces as the parking spaces that are not usable at the Parking Premises, which substitute parking spaces shall be located as proximately as possible to the Project and in a manner sufficient to comply with any applicable zoning or parking ordinance requirement. Such substitute parking spaces shall be offered upon the same (or more favorable to Tenant, as may be appropriate to reflect the inconvenience or other aspects of such substitute parking spaces) terms and conditions as set forth in this Lease.

21. Default.

A. If Tenant shall continue in default in the payment of any Parking Rent owed by Tenant to Landlord hereunder for a period of thirty (30) days after written notice of such default has been received by Tenant, or if Tenant shall default in the performance of any other terms, conditions, or covenants contained in this Lease to be observed or performed by it and Tenant does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within such thirty (30) day period commence such act or acts as shall be necessary to remedy the default and shall not diligently pursue the same to completion (to effect a cure of the default), then, in any such event, Tenant failing to so perform shall be deemed to be in default under this Lease and Landlord shall have the right, but not the obligation, to exercise any and all remedies and seek all damages available at law or in equity, provided that Landlord shall not have the right to terminate this Lease unless Tenant has failed to pay Parking Rent that is undisputedly owed by Tenant hereunder for a period in excess of one hundred eighty (180) days.

B. If Landlord shall continue in default in the payment of any amounts owed by Landlord to Tenant hereunder for a period of thirty (30) days after written notice of such default has been received by Landlord, or if Landlord shall default in the performance of any other terms, conditions, or covenants contained in this Lease to be observed or performed by it and Landlord does not remedy such default within thirty (30) days after receipt of written notice thereof or, if such default cannot be remedied in such period, does not within such thirty (30) day period commence such act or acts as shall be necessary to remedy the default and shall not diligently pursue the same to completion (to effect a cure of the default), then, in any such event, Landlord failing to so perform shall be deemed to be in default under this Lease and Tenant shall have the right, but not the obligation, to exercise any and all remedies and seek all damages available at law or in equity, including without limitation the right to cure any such failure and to set off the cost of any such cure against any amounts due Landlord hereunder, such as but not

limited to the Parking Rent. Notwithstanding the foregoing, if such failure by Landlord to remedy any default by Landlord hereunder endangers the safety, health or security of the users of the Parking Spaces or prevents the use of the access ways or any of the Parking Spaces, then Tenant may immediately exercise its rights and remedies hereunder and shall not be required to provide Landlord any cure period.

22. Early Termination. At any time during the Term of the Lease, Tenant may, upon at least ninety (90) days' notice, terminate this Lease for any reason.

23. Quiet Enjoyment. Tenant, upon paying any Parking Rent due hereunder and performing its other covenants, obligations and agreements herein set forth, shall peaceably and quietly hold, occupy and enjoy the Parking Premises during the Term without hindrance or molestation by or from Landlord or any party claiming by, through or under Landlord, subject to the terms and provisions of this Lease.

24. Notices. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered, in which event said notice shall be deemed delivered upon such delivery; (b) sent by facsimile transmission or by email, in which event said notice shall be deemed delivered upon transmission; provided any such notice is sent within one business day by the method described in subsection (d) below and if sent to Landlord by email, is also sent by facsimile transmission; (c) sent to the parties at their respective addresses indicated herein by registered or certified U.S. mail, return receipt requested and postage prepaid, in which event said notice shall be deemed delivered on the third business day after registration or certification, as applicable; or (d) sent by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows (or such other addresses as a party may designate by like notice):

If to City of Sheboygan:

With a copy to:

If to Eighth Street Sheboygan Housing Corporation: With a copy to:

c/o Oakbrook Corporation  
2 Science Court  
Madison, WI 53711  
Attention: Michael L. Morey  
Facsimile: 608-238-2625  
Email: [mmorey@oakbrookcorp.com](mailto:mmorey@oakbrookcorp.com)

Foley & Lardner LLP  
777 E. Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attention: Sarah O. Jelencic  
Facsimile: 414-297-4900  
Email: [sjelencic@foley.com](mailto:sjelencic@foley.com)

25. Assignment or Sublease. This Lease may be assigned by Tenant to an owner of the Project, or any part thereof, without Landlord's consent, so long as such assignee agrees in writing to assume all of Tenant's obligations hereunder. Tenant may also collaterally assign or mortgage this Lease to the holder of a mortgage on all or any portion of the Tenant Property without Landlord's consent. In addition, Tenant may authorize Occupants to make use of the Parking Premises under such conditions as Tenant may determine, so long as such use is in accordance with the provisions of this Lease. Upon any transfer of the Project to a purchaser, or an assignment of this Lease to an assignee, the transferor shall be released of any and all liabilities or obligations arising or accruing under this Lease after the effective date of such transfer or assignment.

26. Lender's Rights. Provided Tenant has provided Landlord with the contact information for the holder(s) of a mortgage on the Tenant Property, then Landlord shall notify such holder(s) of any default under this Lease by Tenant that has not been cured within any applicable grace or cure period and shall provide any such holder(s) with the right to cure such default and if such holder elects to cure such default within thirty (30) days after such notice of such default, then shall provide such holder(s) with a reasonable time for such holder(s) to gain access to the Tenant Property and remedy such default.

27. Estoppel Certificate. Upon request of Landlord or Tenant, the other party, within ten (10) days of the date of such written request, agrees to execute and deliver to the requesting party, without charge, a written statement (a) ratifying this Lease; (b) certifying that this Lease is in full force and effect, if such is the case, and has not been modified, assigned, supplemented or amended, except as shall be stated; (c) certifying that all conditions and agreements under this Lease to be satisfied and performed have been satisfied and performed, except as shall be stated; (d) reciting the amount of advance Parking Rent, if any, paid by Tenant and the date to which Parking Rent has been paid; (e) that, to the knowledge of party providing the statement, neither party hereto is in default under the terms hereof except as shall be stated and (f) confirming such other provisions as are reasonably requested by such party.

28. Transfer of Landlord's Interest/Covenants Running with the Land. Landlord shall not convey, transfer or assign, by sale or otherwise, all or any part of its interest in this Lease or the Parking Premises at any time and from time to time and to any person or entity, unless the transferee agrees in a writing reasonably satisfactory to Tenant to assume all of Landlord's obligations under this Lease and to be bound by the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall not cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon any subsequent owner thereof.

29. Access. Landlord, its employees, agents and representatives, shall be entitled to enter upon the Parking Premises at reasonable times for the purpose of examining and inspecting the condition thereof and complying with Landlord's obligations hereunder; provided, however, such entry shall be done in a manner so as not to unreasonably interfere with the exercise of Tenant's or its Occupants' rights hereunder.

30. Surrender. Tenant upon termination of this Lease, by lapse of time or otherwise, agrees peaceably to surrender the Parking Premises to Landlord.

31. Holding Over. If Tenant remains in possession of the Parking Premises after the termination of this Lease and without the execution of a new lease, Tenant shall be deemed to be leasing the Parking Premises as a tenant from month-to-month, subject to all the applicable terms, conditions and covenants of this Lease.

32. Complete Agreement; Enforcement. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin.

33. No Waiver of Rights. The failure of Landlord or Tenant to insist upon strict performance of any of the terms, covenants and conditions herein contained shall not be deemed a waiver of any of their rights or remedies by reason thereof and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions. No covenant or condition of this Lease can be waived except by the written consent of the party against whom such waiver is claimed. Until complete performance of any covenant or condition by Landlord or Tenant, as the case may be, each party shall be entitled to invoke any remedy available to such party under this Lease or by law or in equity despite any forbearance or indulgence.

34. Costs, Expenses and Attorneys' Fees. The prevailing party shall be entitled to be reimbursed for any reasonable out of pocket costs, expenses and reasonable attorneys' fees that may be incurred or paid by said party in successfully enforcing the terms, covenants and agreements in this Lease.

35. Mediation. In the event of a dispute between Landlord and Tenant arising under or in connection with this Lease or the Parking Premises, Tenant or Landlord may elect to submit such dispute to a mediator (the "Mediation Dispute"), provided that the electing party shall notify the other party in writing. Within ten (10) days after such notice, Tenant and Landlord shall first attempt to resolve the Mediation Dispute through negotiation. If the Mediation Dispute is not resolved by negotiation within thirty (30) days after commencement of negotiations, then either party may submit the Mediation Dispute to mediation by written notice to the other party, the parties shall attempt in good faith to resolve such dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules in effect as of the date of the notice electing to submit the dispute to mediation. If either party elects to submit a dispute to mediation, then neither party shall submit such dispute to arbitration, litigation or any other dispute resolution procedure until at least thirty (30) days after the end of the mediation process, after which thirty (30) day period either party may pursue litigation to resolve such dispute.

36. Provisions Severable. If any provision of this Lease shall be held or declared to be invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Lease without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.



37. Binding Effect/Run with the Land. The stipulations, agreements and covenants herein contained shall be binding upon the parties hereto and their respective permitted successors and assigns and shall be deemed covenants running with the land and shall be binding upon the Parking Premises and inure to the benefit of the Tenant Property.

38. Memorandum. Landlord and Tenant shall record a Memorandum of this Lease in form and substance reasonable satisfactory to Landlord and Tenant in the Office of the Register of Deeds for Sheboygan County Wisconsin within five (5) business days after Tenant acquires the Tenant Property.

39. Counterparts; Signatures. This Lease may be executed and delivered in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures shall be binding upon the parties hereto and shall be effective as originals.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

**LANDLORD:**

**CITY OF SHEBOYGAN, WISCONSIN,  
a municipal corporation of the State of  
Wisconsin**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

**EIGHTH STREET SHEBOYGAN HOUSING  
CORPORATION,  
a Wisconsin domestic business corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Parking Lease Agreement]*

**EXHIBIT A**

**The Tenant Property**

[see attached]

Exhibit A-1

**EXHIBIT B**  
**The Parking Premises**

[see attached]

Exhibit B-1

**EXHIBIT C**  
**Parking Renovations**

[see attached]

Exhibit C-1

## **EXHIBIT D**

### **Existing Public Street Parking**

[see attached]

Exhibit D-1

I.

Other Matters

10-68

Com. No. 50 - 05 - 06. August 15, 2005.

Submitting a communication from Constance Ziegelbauer regarding the safety issue with motor vehicle traffic on Eisner Ave. and the amount of pedestrian and bike traffic that use Eisner Ave.

Presented to the Common Council by Alderperson

  
Burg

*Capital Improv  
&  
Pub Prot & Safety*



AUG 12 AM 10:28

August 11, 2005

To: Alderman Eldon Burg  
Alderman Richard Manny  
Sheboygan County Resources Committee

Re: Needed Improvements on Eisner Avenue in Sheboygan

A few weeks ago there was a meeting of the Capital Improvements Committee at Morningside Apartments. This meeting was attended by the Capital Improvements Committee of the City of Sheboygan and approximately 50 of the people living on or just off of Eisner Avenue.

The concern is the amount of motor vehicle traffic and the safety of pedestrian and bicycle traffic.

Accordingly the attached petition was circulated and signed by concerned citizens.

Part of the problem has always been that this particular road is both in the Town and City of Sheboygan. There were representatives of both at the meeting and they seemed ready to cooperate on this project.

We are also requesting that the County of Sheboygan dedicate whatever possible of federal funds available to make this improvement a reality.

Thank you for your consideration.

Constance M. Ziegelbauer

I

18-24

Com. No. 73 - 09 - 10. December 21, 2009.

Submitting a communication from Paul Timmerman regarding problems he is having with drainage in his backyard and asking for a ministorm sewer.

Presented to the Common Council by Alderperson

James A. Bohren  
Bohren

*Sub-utics  
refer to Cap. Improv.*

**Richards, Sue**

---

**From:** James Bohren [aldermanjimb@charter.net]  
**Sent:** Tuesday, December 08, 2009 8:10 AM  
**To:** Richards, Sue  
**Cc:** Alderman Joe Heidemann; Alderperson Jean Kittelson; ptimmerman54@yahoo.com  
**Subject:** FW: storm water and drainage issues

Sue –

Please submit Mr. Timmerman's e-mail as a document for the Monday December 21, 2009 Common Council meeting. Please refer it to the Public Works Committee.

Thanks.

**Alderman Jim Bohren**  
4th District - City of Sheboygan, WI  
[920.452.1777/aldermanjimb@charter.net](mailto:920.452.1777/aldermanjimb@charter.net)  
Chairman, Law & Licensing Committee  
Finance Committee  
Building Use Committee  
Strategic Fiscal Planning Committee  
Tourism Advisory Committee

---

**From:** Paul Timmerman [mailto:ptimmerman54@yahoo.com]  
**Sent:** Saturday, December 05, 2009 4:11 PM  
**To:** aldermanjimb@charter.net  
**Subject:** stormwater and drainage issues

Hello Jim,

I recently purchased the house at 1372 Kings Court. During my ownership I learned that there is inadequate drainage causing the backyard to be continuously saturated. This problem was never disclosed prior to the sale of the house.

The drainage problem stems from the grade of the area flows into my backyard because it is the low area. I contemplated simply regrading the yard, however, this would not fix the problem only shift it to another yard. Due to the inadequate drainage icing of the sidewalks and algae growing on the street occurs. These problems have been occurring for several years prior to my purchase and have been reported to the city inspector. I have been told by the neighbors that they have contacted you about these problems so I am confident this is not necessarily a surprise for you. I have timed the cycle of the sump discharge which ranges from 7-15 minutes per interval. Estimating a 3 gallon discharge per cycle equates to 2000-4000 gallons per week. In a

one month period this enough to fill a 20 foot diameter swimming pool between four and eight feet deep.

Steps I have taken to fix this problem include contacting Dan Binversi ( Building inspector) and Ryan Sazma( City engineer), contacted Leo Dunton (he is my neighbor) to bring this to the city's attention and completed the application for a minisewer. On november 11th, Brian, from the engineering office stopped by and assessed the situation. Last week Dan stoppped by because he saw the minisewer applications. (I apolgize if I misspelled anyones names.)

I am asking for your support in order to "fast track" the minisewer application in an attempt to prevent any injuries from occurring due to icing and flooding. Should you wish to contact me please feel free to respond to [ptimmerman54@yahoo.com](mailto:ptimmerman54@yahoo.com) or call me at 715-923-4656. I thank you for your time and support.

Paul Timmerman

II

Other Matters

10-66

R. O. No. 221 - 05 - 06. By CITY CLERK. August 15, 2005.

Submitting a petition of residents on and near Eisner Ave. asking the City to put the rebuilding of Eisner Ave. near the top of its priority list for the Capital Improvement expenditures for 2007.

Capital Improv  
+  
Pub. Prot & Safety

Susan Richards  
City Clerk

Oct 21

1912



1912

Dr. J. H. H. H. H.

AUG 11 AM 11:07

## IMPROVING EISNER AVENUE

To: Connie Ziegelbauer  
3816 High Cliff Court  
459-7227

Laureen Leo  
3805 High Cliff Court  
457-5512

Sue Katte  
Terrace Estates  
457-6399

Ruth Luedtke & Julie Leffin  
Northshore Condo Association  
High Cliff Circle  
(R) 452-4317 (J) 458-0886

Darlene Thiel  
1244 Eisner Avenue  
452-0522

Frank D. Cvetan  
1344 N. 13<sup>th</sup>. St  
458-4464

From: Eldon Burg  
458-1200  
Richard Manny  
208-1661

Greetings and thank you for your interest and involvement in gathering community support for the improvement of Eisner Avenue. We've attached some copies of the petition along with an area map. Please feel free to distribute the petition to other friends and neighbors. As you are fairly evenly divided by location may we suggest that those of you who live north of Eisner take that side of the street and those of you living south do the same.

If possible, we would like the circulation process to be wrapped up by August 10<sup>th</sup> as that will allow us to submit them at the August 15<sup>th</sup> council meeting. We will ask that they be referred to the capital improvements committee.

Good Luck

Feel free to contact either of us if you have any questions or need assistance



PETITION TO THE CITY OF SHEBOYGAN, SUMMER, 2005

WE, THE UNDERSIGNED, ASK THE CITY OF SHEBOYGAN TO PUT THE RE-BUILDING OF EISNER AVENUE NEAR THE TOP OF ITS PRIORITY LIST FOR CAPITAL IMPROVEMENT EXPENDITURES FOR 2007. WE ASK THIS, KNOWING THAT THERE WILL BE NO CAPITAL IMPROVEMENT EXPENDITURES FOR 2006, DUE TO THE IMMINENT BUILDING OF THE POLICE STATION. WE ASK THAT EISNER AVENUE BE A PRIORITY FOR RE-BUILDING DUE TO THE SAFETY HAZARD THAT THE ROAD PRESENTS IN ITS CURRENT CONDITION.

NAME

ADDRESS

Charlene Thiel

1244 Eisner Ave.

1274 Eisner Ave.

1234 Eisner Ave.

Gene & Marge Tarnowski

1306 Eisner Ave. - T of S.

Scott & Kelly Kuciolek

3227 North 13 Street

Sharon Martiny

3713 North 13 St.

Mark & Kristin Hyland

3709 North 13th Street

Barbara Smith

3704 North 13 St. T of S.

Emily L. Stedell

3711 N. 13th St., Sheboygan

Wanda Wane

3621 N 13th St, Sheb

J. J. G.

3705 N. 13 St. Sheb

David Boring

3615 N 12 St

Jerome R. Orsada 3705 N. 12th St

3718 N. 12th St

3713 North 12th

Marlene Bohman

1236 Eisner Ave.

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NAME

ADDRESS

*Willie D. Spivey* 3610 N. 12<sup>TH</sup> ST. (City)

*Hilda E. Lomen* - 3616 N 12<sup>TH</sup> St (City)

*Victor Gibson* 3636 N 13<sup>TH</sup> ST T of S

*Carlene Leonard* 3714 NO. 13<sup>TH</sup>

*Michael J. Loney* 5312 Pine Ct. T of S. SHEB

*James W. Wainwright* 4620 Hwy 42 N. SHEB.

*Alton* 1658 Half View Dr. W

*Ralph J. Krueger* 3641 Lakeshore Rd.

1707 71.35<sup>TH</sup> ST. Town of Sheboygan

5018 BARNWOOD WAY Town of Sheboygan

*David H. Hirt*

*Ralph R. Hirt* 3601 N. 13 Sheboygan, Wis 53083

PETITION TO THE CITY OF SHEBOYGAN, SUMMER, 2005

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NAME

ADDRESS

Margene Rye	3704 N. 19th St
Dorothy + Robert Herman	3631 N. 19th St
Eugene Kramlich	3712 N. 19th St
Myr Meenewy	1817 Manor Parkway St
James Dekker	1809 Manor Parkway St.
Ralph Radke	1808 " " "
Mary Radke	1808 " " "
Joseph Bastenabek	1816 Manor
Robert Ehrenreich	1728 Manor Parkway Sheboygan
Albert R Kaoppel	1714 Manor Parkway 'Sheboygan fall
William Friesen III	1704 Manor Pkwy Sheboygan WI 53081
Joyce Horte	3707 N. 17th Sheboygan 53083
William Horte	3707 N. 17th Sheboygan 53083
Natalie Jentsch	3635 N. 17th St Sheboygan 53083
Tracy Creager	3627 N 17th St.
Sue A. Zier	1408 Eisner Ave #1 Sheboygan, Wi

PETITION TO THE CITY OF SHEBOYGAN, SUMMER, 2005

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NAME

ADDRESS

Gabe & Miel	1144 EISNER Av.
Sandy Diener	1510 Eisner Ave.
Chris Decker	1516 Eisner Ave.
Paul Stenbrucken	1534 Canon Ave.
Scott Vaessen	3627 N 17
Angie Lander	1408 Eisner Ave.
Ben Schmitt	1718 Eisner Ave
Agnes Schmitz	1718 Eisner Ave
Sally A Zahel	76414 Woodlane Rd Sheboygan
Donald R Schaefer	3620 Hubert Circle
Barbara Schaefer	" "
Walter Catalan	3627 Hubert Circle
SELVIN CATALAN	1636 Maryland Ave.
Reed & Darlene	3604 N. 19th
Robert & Mary Bonn	3610 N. 19th St.
Deanna Schimberg	3622 N. 19th St.
Nick Darsow	3623 Lakeshore Rd.
Linda Lawrence	1408 Eisner Ave

PAGE 1

PETITION TO THE CITY AND COUNTY OF SHEBOYGAN SUMMER  
2005

AUG 12 AM 10:29

WE THE UNDERSIGNED, ASK THE CITY AND COUNTY OF SHEBOYGAN TO PUT THE REBUILDING OF EISNER AVENUE NEAR THE TOP OF THE LIST OF ITS CAPITAL IMPROVEMENT EXPENDITURES FOR 2007. WE ASK THIS KNOWING THAT THERE WILL BE NO CAPITAL IMPROVEMENT EXPENDITURES FOR 2006 DUE TO THE IMMINENT BUILDING OF THE POLICE STATION. WE ASK THAT EISNER AVENUE BE A PRIORITY FOR REBUILDING DUE TO THE SAFETY HAZARD THAT THE ROAD PRESENTS IN ITS CURRENT CONDITION AND THE NEED TO DEVELOP THE RECREATIONAL TRAIL AS PART OF THE REBUILDING.

NAME	ADDRESS
Maude Semmelink	1231 Eisner Ave., Apt. #122
Helen Wagner	1231 Eisner Ave. Apt. 218
Margaret Lettner	1231 Eisner Ave. apt. 125
Helen K. Fricke	1231 Eisner Ave. Apt. 313
Josephine Szeged	1231 Eisner Ave. Apt 201
Annette Schuetz	1231 Eisner Ave 306
Norbert Goebel	1231 Eisner Ave 229
Jean Schaap	1231 Eisner Ave Apt 316
Edna Ritzsch	1231 Eisner Ave apt 141
Sue Ritzsch	1231 Eisner Ave apt 141
Sue Kalle (Marketing Terrace)	1231 Eisner Ave
Alice B. Bremer	1231 Eisner Ave. Apt 248
Warren Winnie	
Johnson	1231 Eisner Ave
Art Lensink	1231 Eisner Ave. 225
Nellie Lensink	1231 Eisner Ave
Walt Roeline	1231 EISNER AVE
Lois Roeline	1231 Eisner Ave.
Walter Roeline	1231 Eisner Ave

Page 2

PETITION TO THE CITY AND COUNTY OF SHEBOYGAN SUMMER  
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ITS CURRENT CONDITION AND THE NEED TO DEVELOP THE  
RECREATIONAL TRAIL AS PART OF THE REBUILDING.

<u>NAME</u>	<u>ADDRESS</u>
Ralph & Kathy Funder	1231 Eisner Ave. Apt. 317
Eugene O. Wipperfurth	1231 Eisner Ave. apt 213
Maureen Mattingly	1231 Eisner Ave. Apt. 209
Beverly A. Zink	1231 Eisner Ave. apt. 208
CARL LEONHART -	1231 EISNER AVE APT-205
Lorraine Brubaker	1231 Eisner Ave apt 311
Lillian Dubke	1231 Eisner Ave apt 202
Elaine Rakow	1231 Eisner Ave apt. 117
Betty McMiners	1231 Eisner Ave apt. 210
Minnie Otten	1231 Eisner Ave apt 124
Hazel Watson	1231 Eisner Ave apt 124
Don Kates	1231 Eisner Ave apt 124
Henriette Hendrickse	1231 Eisner apt. 127
Pat Nauschütz Business Office	1231 Eisner Ave.
Jessica Estates	
Cindy Sommer Directors Assistant	1231 Eisner Avenue
Jessica Estates	

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NAME ADDRESS

Patty Platt

Donna Sessions

Sandy Hottel

Joyce Bissinger

Care giver @ Terrace Estates

Care giver @ Terrace Estates

Care giver @ Terrace Estates

Ministr @ Terrace Estates



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8/5/05 NAME Customer Ziegelbauer ADDRESS 3816 High Cliff Sheboygan

Bert A. Ziegelbauer 717 Pleasant View Rd. Plymouth

Carole Clauson 2709 N 31st St., Sheboygan, 53083

Mark J. Jindel 1319 Woodview Ave., Sheboygan 53081

Sharon K. Linder " " " " " " " "

456. Doran St. Sheboygan WI

Franz Burg 406 Clement Ave. Sheb. WI

Alex Blum-Merir 3225 Limerick Ln. Sheb 53083

3724 High Cliff Ct. Sheb 53083

3702 High Cliff Ct. Sheb 53083

3614 High Cliff Court, Sheb 53083

3614 High Cliff Ct. Sheboygan 53081

3623 High Cliff Ct. Sheb 53083

3623 High Cliff Ct. Sheboygan 53083

3703 High Cliff Sheb. 53083

3703 High Cliff Ct. Sheb 53083

Sharon Dawn

PETITION TO THE CITY AND COUNTY OF SHEBOYGAN SUMMER  
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NAME	ADDRESS
John LaBuse	3613 Rosewood Ct. Sheboygan WI
Maryanne	3613 Rosewood Ct Sheboygan WI
North Fetter	3605 Rosewood Ct. SHEBOYGAN, WI (corner lot)
Cecinnne Fetter	3605 Rosewood Ct " " "
Donna Cadotte	3606 Rosewood Ct " " "
Judy Langman	3628 Rosewood Ct. " " "
Dick Sady	3764 Rosewood Ct. " " "
Thomas A. Brachman	3712 Rosewood Ct. " " "
Helen Giesel	3722 Rosewood Ct " " "
L. H. H.	3815 Rosewood Ct " " "
Marilyn Schaper	3809 Rosewood Ct. " " "
Pat Becker	3719 Rosewood Ct Sheb. WI 53083
Ralph Katt	3711 Rosewood Ct " " "
Sandy Katt	3711 Rosewood Ct Sheb. WI 53083
Steve Stein	3619 Rosewood Ct. Sheb. " 53083
Eric Ed	3612 Rosewood Ct. Sheboygan 53083

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<u>NAME</u>	<u>ADDRESS</u>
Jason Mc Gill	3705 Rosewood Ct
Amy McJannet	3705 Rosewood Ct
Linda Schrammeyer	3729 Rosewood Ct

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NAME Deanne Johnson ADDRESS 3810 N. 10th Street

Ron Van Ruest 3826 N 10th St.  
J.M. Baumgartner 4009 Weiss Ct.  
Dorothy Bickart 703 Weiss Dr.  
John Schmidt 1117 Eisner Ave.  
Don. Hall 217 Weiss Drive.  
Ron Dasher 3812 N 8th St  
Teresa M. Leman 726 Birch Tree Rd.  
Vicki 721 Birch Tree Rd.  
Ben C. Pusato 715 Birch Tree Rd..  
Debra Shiel 709 Birch Tree Rd.  
Joanne Werner - 703 Birch Tree Rd.  
Wanda Jacobson 716 Birch Tree Rd  
Jenne Ruppel 727 Oak Tree Rd  
Susan K. Kuck 711 Oak Tree Road  
Kathy Baus 704 Oak Tree Rd.  
Lemon M. Baus 704 Oak Tree Rd.  
Ann Fitch 714 Oak Tree Rd.  
Mary Anhalt 3615 High Cliff Ct

PETITION TO THE CITY AND COUNTY OF SHEBOYGAN SUMMER  
2005

WE THE UNDERSIGNED, ASK THE CITY AND COUNTY OF SHEBOYGAN TO  
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KNOWING THAT THERE WILL BE NO CAPITAL IMPROVEMENT  
EXPENDITURES FOR 2006 DUE TO THE IMMINENT BUILDING OF THE POLICE  
STATION. WE ASK THAT EISNER AVENUE BE A PRIORITY FOR  
REBUILDING DUE TO THE SAFETY HAZARD THAT THE ROAD PRESENTS IN  
ITS CURRENT CONDITION AND THE NEED TO DEVELOP THE  
RECREATIONAL TRAIL AS PART OF THE REBUILDING.

NAME Kevin of Anhalt ADDRESS 3615 High Cliff Ct. Sheboygan

Tom Manning	228	Oak Tree Rd.	"
Ernie Hankins	708	Elm Tree Rd.	"
Bonnie Roth	724	Elm Tree Rd.	"
Edward Verstrate	3723	High Cliff Ct.	"
Carol Baumgartner	4009	Weiss Ct. Sheboygan	"

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REBUILDING DUE TO THE SAFETY HAZARD THAT THE ROAD PRESENTS IN  
ITS CURRENT CONDITION AND THE NEED TO DEVELOP THE  
RECREATIONAL TRAIL AS PART OF THE REBUILDING.

NAME	ADDRESS
Russ Otten	3904 High Cliff Court
Kasia Otten	3904 High Cliff Court
Mrs Russ Otten	3904 High Cliff Ct.
Brittany Otten	3904 High Cliff Ct.
Marques Otten	3904 High Cliff Ct.
La Joanne K. Laet	3912 High Cliff Ct.
Oliver R. Laet	3912 High Cliff Ct.

PETITION TO THE CITY AND COUNTY OF SHEBOYGAN SUMMER  
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REBUILDING DUE TO THE SAFETY HAZARD THAT THE ROAD PRESENTS IN  
ITS CURRENT CONDITION AND THE NEED TO DEVELOP THE  
RECREATIONAL TRAIL AS PART OF THE REBUILDING.

NAME Robert Ziegelbauer ADDRESS N 8540 CTH LS

  
Kip Ziegelbauer N 8047 CTH LS

Bob Padula 618 ERIE AVE

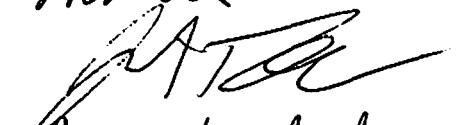
Ben Padula 618 Erie Ave Sheboygan

Steve Ziegelbauer N 8047 CTH LS.

GEORGE HELLY N 8569 County Trunk LS

Kenneth C Testa 1236 Riverview Dr Sheboygan

618 N 7th Sheboygan WI

  
Gerald Loth 921 Mulberry Lane Kohler, WI



PETITION TO THE CITY AND COUNTY OF SHEBOYGAN SUMMER  
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REBUILDING DUE TO THE SAFETY HAZARD THAT THE ROAD PRESENTS IN  
ITS CURRENT CONDITION AND THE NEED TO DEVELOP THE  
RECREATIONAL TRAIL AS PART OF THE REBUILDING.

NAME Floyd Lee ADDRESS 3805 HIGH CLIFF CT.

Rauneed Lee 3805 High Cliff Ct.

Tricia Lee 3805 High Cliff Ct.

Roxanne Paulk 3815 High Cliff Ct.

Lang Baker 3713 High Cliff Ct

Julie Braban 3713 High Cliff Ct.

Don Tully 3624 High Cliff Ct.

Don Tully 3624 High Cliff Ct.

Roger R. Otten 1027 Bell Ave.

Candace A. Otten 1027 Bell Ave.

PETITION TO THE CITY AND COUNTY OF SHEBOYGAN SUMMER  
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REBUILDING DUE TO THE SAFETY HAZARD THAT THE ROAD PRESENTS IN  
ITS CURRENT CONDITION AND THE NEED TO DEVELOP THE  
RECREATIONAL TRAIL AS PART OF THE REBUILDING.

NAME	ADDRESS
<i>Jean Wick</i>	<i>3838 Pine View</i>
<i>Mary Blundau</i>	<i>3844 Pine View Dr.</i>
<i>Ken Rickmeyer</i>	<i>3831 Pine View Dr.</i>
<i>Barb Rickmeyer</i>	<i>3836 Pine View Drive</i>
<i>Don Pitzen</i>	<i>3818 Pine View Drive</i>
<i>Wayne A. Sather</i>	<i>3825 North 12th St</i>

**PETITION TO THE CITY OF SHEBOYGAN  
SUMMER, 2005**

We, the undersigned, ask the City of Sheboygan to put the rebuilding of Eisner Avenue near the top of its priority list for the Capital Improvement expenditures for 2007. We ask this knowing that there will no Capital Improvement expenditures for 2006 due to the imminent building of the police station. We ask that Eisner Avenue be a priority for rebuilding, due to the safety hazard that the road presents in its current condition.

	Name	Address	Telephone Number
1.	<i>Shirley A Rabe</i>	<i>3513 Willow Cir</i>	<i>458-7539</i>
2.	<i>Julie Lepore</i>	<i>3526 High Cliff Cir.</i>	<i>458-0886</i>
3.	<i>Giffney A. Miller</i>	<i>3526 High Cliff Circle</i>	<i>458-0886</i>
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

PETITION TO THE CITY OF SHEBOYGAN, SUMMER, 2005

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NAME	ADDRESS
GREG KLOMPENHOWER	3031 CHEROKEE DRIVE, SHEBOYGAN
BRIAN ZWICK	1338 KINGS COURT, SHEBOYGAN
Nancy Siporski	W1989 Woodland Rd Sheboygan

PETITION TO THE CITY OF SHEBOYGAN, SUMMER, 2005

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NAME

ADDRESS

Amy Hause	N6504 Penny Ln. Greenbush
Grant Markus	N3095 River Ridge Road Hingham, WI
Jeff Schleicher	W2304 cth V Sheb. Falls, WI
MATTHEW THILL	3025 A N. 9th ST SHEB WI 53083
Billie Davey	83 Lighthouse Ct. Sheb. WI 53081
Ann Wilson	W2721 Colin Rd Chesh WI 53015
Dennis Christian	5029 W. Ridgeview Ave Sheb 53083
Georgeann Walecka	1811 S. 12th St Sheboygan 53081
Joan Scobba	1435 Georgia Ave Sheboygan WI 53081



PETITION TO THE CITY OF SHEBOYGAN, SUMMER, 2005

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NAME	ADDRESS	
Nora Allison	3122 N. 7th St	Sheboygan
MaryAnn Bergin	2135 Lake Ave Dr.	Sheboygan
Mary Bassler	3734 County R D L S	Sheboygan
Don Schommer	1306 S. 22	Sheboygan
Jim & Jani Koen	2026 1st Rd	Sheboygan
Don Kinn	1942 N 6th Street	Sheboygan
Thom P. Bruck	3912 Pineview Court	Sheboygan
Scott Lincoln	451 N. 29th St.	Sheboygan
Linda Fleck	2916 Lisa Avenue	Sheboygan
Gary Runtz	4017 N. 29th	Sheboygan
Gladys Thompson	3031 Cherokee Dr.	Sheboygan
Lisa Bruck	5830 Sherwood Dr.	Sheboygan
Melanie Tydrich	333 Clifton Ave.	Sheboygan
Don Moos	1425 Pershing	Sheboygan

PETITION TO THE CITY OF SHEBOYGAN, SUMMER, 2005

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NAME

ADDRESS

Ruth M Luedtke	3522 High Cliff Circle, Sheboygan
Harold Holman	3505 Willow Circle Sheboygan
Beryl J. Kaminski	3507 Willow Circle Sheboygan
Bonnie Hensler	5021 S. 24th St Sheboygan
Gloria Peterson	4217 S. 11th St. Sheboygan
Tim Regan	626 Arkwood Tr SHEBOYGAN 53083
Timothy Regan	



II

Other Matters

10-69

R. O. No. 222- 05 - 06. By CITY CLERK. August 15, 2005.

Submitting a communication from Susan Katte, Sales & Marketing Manager of Terrace Estates, regarding concerns with the safety of seniors living at Terrace Estates when they walk on Eisner Ave.

Capital Improve.  
+  
Pub Prot + Safety

Susan Richards  
City Clerk

12-21

July 19 1901

1901



Handwritten signature or name, possibly "H. H. H."



August 8, 2005

Dear Capital Improvements Committee,

This letter is in regards to the possible rebuilding of Eisner Avenue. As Sales & Marketing Manager of Terrace Estates Senior Retirement Community, located on Eisner Avenue, I have long been concerned for the safety of the seniors living at Terrace Estates.

Today seniors are more aware of the health benefits of eating properly and exercising regularly as it relates to living a longer and more active lifestyle. Thus many of our tenants each day go out for a walk....a walk on Eisner Avenue. This concerns me greatly! Our tenants, who may already be a bit unsteady on their feet, are now walking on an uneven gravel shoulder of a heavily traveled two lane "country road". Eisner Avenue is no longer a "country road"....it has become the fast route to I43N and must be recognized as such and improved to handle the traffic both vehicular and pedestrian.

Terrace Estates Senior Community is a campus of 97 Independent Apartments, 25 Assisted Living Suites and 72 Nursing Home beds. All 100+ tenants/residents at Terrace Estates, at one time or another are on Eisner Avenue. Please, please, consider them when discussing the possibility of Eisner Avenue improvements. Attached is a petition circulated and signed by our tenants.

Warm Regards,

A handwritten signature in cursive script that reads "Susan K Katte".

Susan K Katte  
Sales & Marketing Manager

**V**

17-42

R. C. No. 332 - 09 - 10. By PUBLIC WORKS. December 7, 2009.

Your Committee to whom was referred Com. No. 57-09-10 from Dan Binversie, Clearwater Inspector, regarding a sump pump issue at 1517 Camelot Blvd.; recommends that the Communication be referred to the Capital Improvements Commission.

*Capital  
Improvement*

*Jean Kittelson*  
*Vang W. Vire*  
*Lucy Mc*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

I

Other Matters

16-62

Com. No. 57 - 09 - 10. November 16, 2009.

Submitting a communication from Dan Binversie, Clearwater Inspector, regarding a sump pump issue at 1517 Camelot Blvd.

Presented to the Common Council by Alderperson

Joanne Kliejunas  
Kliejunas

~~Public Works~~  
refer to Cap  
Improvements



NOV 13 '09 AM 8:36

November 9, 2009

Aldersperson Jeanne Kliejunas  
2337 Carmen Avenue  
Sheboygan, WI 53081

RE: 1517 Camelot Blvd

Dear Aldersperson Kliejunas:

Thank you Aldersperson Jeanne Kliejunas for meeting me and the owner, Paul Lundy, to discuss the sump pump issue at the above mentioned property.

As you know, the sump pump discharges approximately every 5 to 7 minutes. Paul just recently purchased this property, July 16, 2009, in which this property was found in compliance with the Clearwater regulations. I believe the previous owner was discharging into the sanitary sewer and made the necessary changes before the July Clearwater inspection in order for this property to pass inspection.

I received a complaint on October 26, 2009 of the sump pump discharging and flowing over adjoining property. In our meeting today, I recommended to have a storm sewer installed to receive the sump pump water to eliminate this problem and to not create future icing on Camelot Blvd this winter.

I appreciate you taking the time to look into this matter. If this issue cannot be resolved before the winter icing, please have something in writing, what I can do, because of the ordinance in place for icing.

Sincerely,

Dan Binversie  
Clearwater Inspector

DB: tlh

Cc: Aldersperson Eric Rindfleisch, 2512C Cross Creek Dr, Sheboygan

BUILDING INSPECTION

CITY HALL  
828 CENTER AVE., SUITE 303  
SHEBOYGAN, WI  
53081

920/459-3477  
FAX 920/459-0210


















VI

23-29

R. C. No. 437 - 09 - 10. By FINANCE. March 1, 2010.

Your Committee to whom was referred R. O. No. 420-09-10 by the Director of Public Works submitting an overview study on a centralized equipment maintenance center; recommends that the Report of Officer be accepted and placed on file and to forward the document to the Capital Improvements Commission.

Cap. Improve

  
\_\_\_\_\_  
James A. Bohne

  
\_\_\_\_\_  
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

22-27

R. O. No. 420 - 09 - 10. By DIRECTOR OF PUBLIC WORKS. February 15, 2010.

Submitted for City Council consideration is an overview study on a centralized equipment maintenance center. The report is intended to address Res. 149-09-10 adopted by the Council on January 4, 2010.

~~Finance~~

&

Pub Wks.

See & forward  
to Cap. Improve.

---

Director of Public Works

# Attachment for Document # 22-27

February 15, 2010



TO: Mayor Ryan  
Members of the Common Council  
FROM: William Bittner  
Director of Public Works  
SUBJECT: Centralized Equipment Maintenance - Overview

## Introduction

On January 10, 2010, the City Council passed a resolution requesting a study of the centralization of vehicle maintenance functions. This report is intended to address such.

The City Council resolution includes the term "comprehensive study". The author has limited the extent of the review and detail included. There are numerous options and issues related to vehicle maintenance. A traditional approach to complex issues is to address general issues and work on more specific detail as the proposal moves toward implementation. This report is presented as an overview.

The methodology is to compare the City of Sheboygan vehicle maintenance function with the Cities of Fond Du Lac and Eau Claire. These communities are of similar size and have operated a centralized repair facility for many years. The anecdotal comparison of the services provided and resources used will provide an indication if a centralized facility can result in a saving and should be pursued further, and what space requirement will be needed.

Preparation of this overview did not include:

1. A line item budget comparison. Sheboygan's departments budget vehicle maintenance and replacement cost differently. To reconcile line items for direct budget comparisons would be a significant paperwork exercise. It is assumed the resources used, as measured by staffing and space, are directly proportion to cost.
2. Approaching labor leaders to resolve representation issues. Mechanics in the City are represented by three labor groups. Significant cooperation will be needed to establish a maintenance shop that will function as one group. It is assumed that appropriate



agreements can be reached with our labor partner, as has been done on issues in the past.

3. An analysis of record keeping and budget accounting methods. Equipment maintenance is a traditional function in many industries and a variety of modern record keeping and cost account software is readily available. It is assumed that a centralized facility would ease implemental of a uniform records system.
4. An investigation of the outsourcing of vehicle service work. The Cities compared all use private contractors to complete specialty work. This report is focused on centralizing existing services. It is assumed that a centralized maintenance operation would provide increased opportunity for consideration of outsourcing.

## **CITY OF SHEBOYGAN VEHICLE MAINTENANCE**

### Transit & Parking

Sheboygan Transit maintains 23 buses, 12 para-transit buses for elderly and disabled service, and 4 support vehicles. Transit employs four full-time mechanics. The staff provides a wide range of maintenance functions with outsourcing of specialty work. The transit building is approximately 40,000 square feet, primarily used for vehicle storage. Approximately 4,000 square feet is allocated to vehicle maintenance with an additional 3,000 square feet for vehicle related storage. The maintenance area includes 3 service bays, each equipped with traditional in-ground hoists. Transit uses a computerized record system designed for the transit industry that includes parts inventory, work order history, fuel usage, preventative maintenance tracking and National Transit Database reporting.

In the transit industry dependability of service is critical. Reliability is provided by spare vehicles and having shop staff available during system operating hours. The mechanics work shifts to provide coverage from 5 am to 10 pm with modified Saturday hours.

In addition, Sheboygan Transit uses 2 full-time and a part-time service employees to carryout vehicle operational duties such as fueling, fare box exchange and shelter maintenance. Daily bus cleaning is completed by part-time personnel.

The parking utility operates from the transit facility. The utility has 5 pieces of equipment that are maintained by private venders.

**TRANSIT & PARKING**

<b>Total Units</b>	<b>39</b>
<b>Fleet Maint. Personnel</b>	<b>4</b>
<b>Fleet Maint. Shop</b>	<b>7,000 sq. ft.</b>
<b>Vehicle Maint. Bays</b>	<b>3</b>

**Fire Department**

The Fire Department operates 9 apparatus, 4 ambulances and 10 support vehicles. One mechanic provides routine maintenance with specialty and heavy repairs outsourced. The mechanic is responsible for keeping maintenance history and scheduling preventative service. Cost accounting is done through the City finance and payroll system. Individual vehicle maintenance records are on file. The mechanic position is relied on to do other work in the department. Approximately 2,800 square feet of space is available at Fire Station #3 for vehicle maintenance. The space provides for 2 maintenance bays with room for parts storage and office. The shop is equipped with a modern portable hoist system that allows all apparatus to be raised for servicing.

The mechanic works regular weekday hours. Critical vehicle response is assured by equipment redundancy and the ability to respond from alternate stations. The spare vehicles allow maintenance to be completed off-line.

**FIRE DEPARTMENT**

<b>Total Units</b>	<b>23</b>
<b>Fleet Maint. Personnel</b>	<b>1</b>
<b>Fleet Maint. Shop</b>	<b>2,800 sq. ft.</b>
<b>Vehicle Maint. Bay</b>	<b>2</b>

**Police Department**

The Police department has 46 vehicles. These are generally late model passenger vehicles. One mechanic provides routine service. The department relies on outsourcing major maintenance and warranty work. The mechanic position is responsible for keeping work order records, parts inventory, preventative maintenance scheduling and advising the Department on replacement needs. Cost accounting is done through the City finance and payroll system. Individual vehicle maintenance records are on file. Critical vehicle availability is provided through a limited redundancy.

Since construction of the new Police Station, the maintenance of police vehicles has been moved to the Municipal Service Building. The mechanic

reports to the Public Works Department, however, the vehicle maintenance budget is under the Police Department. The police shop operates as an independent shop within the public work site, utilizing approximately 1,300 square feet and 1 vehicle hoist.

**POLICE DEPARTMENT**

<b>Total Units</b>	<b>46</b>
<b>Fleet Maint. Personnel</b>	<b>1</b>
<b>Fleet Maint. Shop</b>	<b>1,300 sq. ft.</b>
<b>Vehicle Maint. Bay</b>	<b>2</b>

**Public Works**

The Public Works Department Vehicle Maintenance Division maintains 170 primary pieces of equipment. These are defined as units with a primary power source and/or defined purpose. In addition, there is a host of attachments, hand operated power tools and small equipment not included in the count (ie. trailers, concrete saw, and push snow blower).

The division is staffed by 1 manager, 5 mechanics and 1.5 parts/records positions. The repair shop is part of the 115,000 sq. ft. Municipal Service Building. The shop area is 11,200 sq. ft. with approximately 4,500 square feet used for parts and vehicle related storage. Adjusting for the police vehicle area and a central aisle design, the space provides 8 work bays, 3 of which have hoist.

Cost accounting is available through the City finance and payroll system. The division is implementing a software package that provides maintenance records, work orders, and preventative service scheduling.

The division operates as an enterprise fund that rents equipment to the user divisions. The rental rate is intended to fund operation, repair and replacement of the equipment.

The vehicle shop operates on a single shift fixed hour bases. The shop is staffed during major operations in the department. When significant work is underway all available equipment is generally used. To keep as much equipment available as possible repair is completed "on-the-go".

**PUBLIC WORKS**

<b>Total Units</b>	<b>170</b>
<b>Fleet Maint. Personnel</b>	<b>7.5</b>
<b>Fleet Maint. Shop</b>	<b>15,700 sq. ft.</b>
<b>Vehicle Maint. Bays</b>	<b>8</b>

### Water Utility

The Sheboygan Water Utility operates approximately 15 pieces of rolling stock. Routine maintenance is completed by water system maintenance employees at their facility. Any dollars paid to a central garage would increase the operating budget, as the reduction in maintenance work could not result in staff savings. As the water utility is under the direction of an independent policy board, it is anticipated they would only utilize a joint facility, if an operating efficiency or customer service improvement could be realized. The utility vehicles have not been included in equipment totals.

### **Bench Mark Communities**

As indicated Sheboygan operations will be compared with that of Fond Du Lac and Eau Claire. These cities operate a single centralized vehicle maintenance facility and are generally included in the Wisconsin Cities that we use for comparisons on other issues.

The following 2008 financial data is provided through the League of Municipalities.

	Sheboygan	Fond Du Lac	Eau Claire
Population	50,580	43,460	65,362
Square Mile	14	16	30
Total Local Tax Levy	20,950,016	18,478,462	30,855,711
Levy/Capita	414	425	472

### Eau Claire

The Eau Claire vehicle maintenance facility provides service to all City departments including the functions of public works, parks, transit, police, fire and utilities. The agency (CETA) is an enterprise fund that rents equipment to the City departments. The rates are intended to cover operations, maintenance and replacement. CETA plays a major role in managing the equipment, making recommendation to senior management on equipment replacement and maintenance strategies. Existing management looks to maximize the work done at the facility, including expanding service to other areas such as the school district.

The maintenance facility was constructed in 1989 and is part of a 98,000 sq. ft. operational center. Public Works, Utilities, Parks and Transit operate from the service center in close proximity to vehicle maintenance. The

shop area is 12,900 sq. ft. with an additional 3,000 square feet for part storage and offices. The facility has 8 work areas with 5 traditional in-ground hoists. The shop is 65 feet in depth allowing small vehicles to be parked end-to-end increasing the effective number of work bays. Transit mechanics are somewhat segregated to assure compliance with federal funding requirements.

The City has recently updated its vehicle maintenance software. The new programs are more user friendly than the original. The system provides work order history and preventative maintenance scheduling. The City also has a service to provide online operator, maintenance, and parts manuals. The original system utilized barcodes to eliminate paper work orders. The new system continues that practice with direct entry by the mechanics.

**EAU CLAIRE**

<b>Total Units</b>	<b>141</b>
<b>Fleet Maint. Personnel</b>	<b>10</b>
<b>Fleet Maint. Shop</b>	<b>15,700 sq. ft.</b>
<b>Vehicle Maint. Bay</b>	<b>11</b>

**Fond Du Lac**

The City of Fond Du Lac maintains all major City equipment at one location. The shop manager coordinates the work with each department, manages the preventative maintenance and repair of equipment, and recommends replacement needs to department heads. Cost for maintenance is charged back to the individual departments.

The vehicle maintenance facility is part of a central operation building constructed approximately 10 years ago. The building houses Public Works, Utilities, and Transit. The Parks operation is in another building in the area. The repair shop consists of 14,060 sq. ft. of space providing 8 work bays, storage, parts room and office. The shop has 3 hoists.

The City uses an equipment software package that provides traditional maintenance history, parts inventory and scheduling with on-line parts, operator and repair manuals. Work orders are completed on paper.

**FOND DU LAC**

<b>Total Units</b>	<b>249</b>
<b>Fleet Maint. Personnel</b>	<b>10</b>
<b>Fleet Maint. Shop</b>	<b>14,060 sq. ft.</b>
<b>Vehicle Maint. Bay</b>	<b>8</b>

## Comparison

### Major Equipment by Function

	Sheboygan	Fond Du Lac	Eau Claire
Public Works/Parks	174	169	141
Police	46	49	50
Fire	23	18	25
Transit	44	13	24
TOTALS	287	249	240

### Equipment by Type

	Sheboygan	Fond Du Lac	Eau Claire
Constr. Equip/Work Trks	58	44	43
Garbage Truck	10	7	--
Buses	35	8	21
Fire Apparatus	9	6	10
Ambulance	4	5	6
Major Specialty	66	62	63
Cars/Van/Pickups	105	117	97
TOTALS	287	249	240

### Staffing Levels

	Sheboygan	Fond Du Lac	Eau Claire
Manager/Supvr.	1	1	1.5
Mech.	11	4	7.5
Tech/Helper	--	2	--
Parts/Records	1.5	2	1
Small Eng.	--	1	--
TOTALS	13.5	10	10
Units/Employee	21	25	24
Units/ Mechanic	26	36	32

## Rochester Minnesota

In 2007 a management consultant completed a study for Rochester Minnesota considering the consolidation of fleet maintenance. The study was prompted by the need for additional space in the transit and public works facilities. The City has a diversified fleet of over 700 units managed by multiple City organizations. The study included a detailed analysis of historic work order records. The study identified a staffing level target that approximates 1 mechanic for ever 38 vehicles. This appeared ambitious based on their experience.

## **SPACE REQUIREMENTS**

The following assumptions have been made regarding space needs:

1. 1 mechanic for every 32 units
2. 1.5 work bays per mechanic
3. 1 work bay per transit mechanic
4. small unit work bay - 480 square feet (16 by 30)
5. Truck work bay – minimum 800 square feet (20 by 40)
6. Design of new space would include a long bay for semi-trailers and ladder trucks, metal fabrication area and a vehicle wash.
7. Space needs are reduce by an additional work shift

## New Central Vehicle Repair Shop

A free standing vehicle maintenance building would include:

8 truck/bus work bays	6,400 sq. ft.
4 small vehicle bays	1,900 sq. ft.
metal fabrication area	1,000 sq. ft.
vehicle wash	800 sq. ft.
20% overhead	2000 sq. ft.
Parts, office & storage	4,500 sq. ft.
Total	16,600 sq. ft.

A 16,500 square foot shop would meet needs for a centralized facility. The estimated size has not been increased for future expansion nor reduced for the use of work shifts. Based on an estimated cost of \$100 per square foot a new facility would cost \$1.6 million. This does not include cost for site acquisition or unique site preparation needs.



### Sheboygan Transit Building

The Sheboygan Transit building is approximately 40,000 square feet. It is restricted by streets on three sides. The vehicle maintenance area includes three work bays and space for parts and storage. The shop area is not conducive to expansion. Extending the shop area into the existing vehicle storage would provide less than ideal space with limited overhead room. In addition the vehicle storage area would need to be replaced. The site is best utilized with a new free standing building constructed to the west of the existing building. Cost would approach the new building estimate above.

### Municipal Service Building

The existing repair shop in the MSB is 11,200 square feet. There is significant additional space for parts and storage. The existing space is designed with a central aisle reducing the effective use of the building. The space can be reconfigured to provide 7 truck work bays, a fabricating area and 4 small vehicle bays. The change would include the installation of 5 additional doors on the east side of the building and relocation of the yard waste drop off site. Maximizing use of the limited space requires stacking 2 vehicles end-to-end, which creates work scheduling difficulties. The estimated cost for the work is indicated below.

Door installation	\$125,000
Relocation of yard waste site	\$150,000
Hoist and equipment modifications	\$200,000
Total	\$475,000

In addition the building can be expanded to the south. An addition of 2,200 square feet is estimated to cost \$250,000.

### Sheboygan County Highway Shop

Sheboygan County has indicated they are considering abandoning the facility on 26<sup>th</sup> Street in the future. The main building is approximately 51,000 square feet and includes a vehicle repair shop, vehicle operational storage and a two story office and administrative area. The site also has approximately 25,000 square feet of cold storage that can be used to house materials and off season equipment. The facility is not adequate for

centralization of the City operations (the MSB is 115,000 square feet). It could serve as a free standing vehicle maintenance shop with much needed additional storage space.

The shop area is 16,000 square feet with an additional 5,600 square feet available for parts and vehicle related storage. The shop is designed with a central aisle and will need some additional access doors added to the south side to effectively accommodate large vehicles. Modern hoist system will also be needed. It is estimated the update would cost \$325,000 in addition to any acquisition cost and deferred building repairs needed.

## **Analysis/Opinion**

Comparing Sheboygan with the selected cities indicates that some efficiency can be realized with centralized vehicle maintenance. In perspective to the total City budget the savings would be limited. A change should not be considered an urgent cost cutting priority.

Both Eau Claire and Fond Du Lac operate public works, utilities, transit and parks divisions from a central service campus which includes the vehicle maintenance function. Only police and fire operations are physically separated from the vehicle shop. Any separation adds coordination issues for the operating departments. In Sheboygan departments rely on their shop staff to be available to serve the department in areas other than vehicle repair. In addition the cities compared have a more direct chain of command between their centralized vehicle maintenance and operating departments. As example, in Eau Claire the transit system and water utility are a part of the Public Works Department. As reliable vehicles are critical to the operating departments, a proposed change in maintenance procedures will generate concern.

For a centralized facility to prove effective it will need to operate as a single unit. Departments will need to address their needs with shop management rather than individual mechanics. In addition the shop manager will need a significant roll in helping determine each department's fleet needs and replacement strategy. A revised budget control and cost allocation system will be needed. A rental system as used by Public Works or a direct charge back can be used.

To be comfortable with a change in maintenance procedures City Departments will need to trust that a high level of service will be provided. With the continued focus on cost containment and reductions in

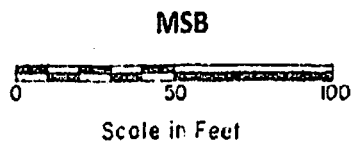
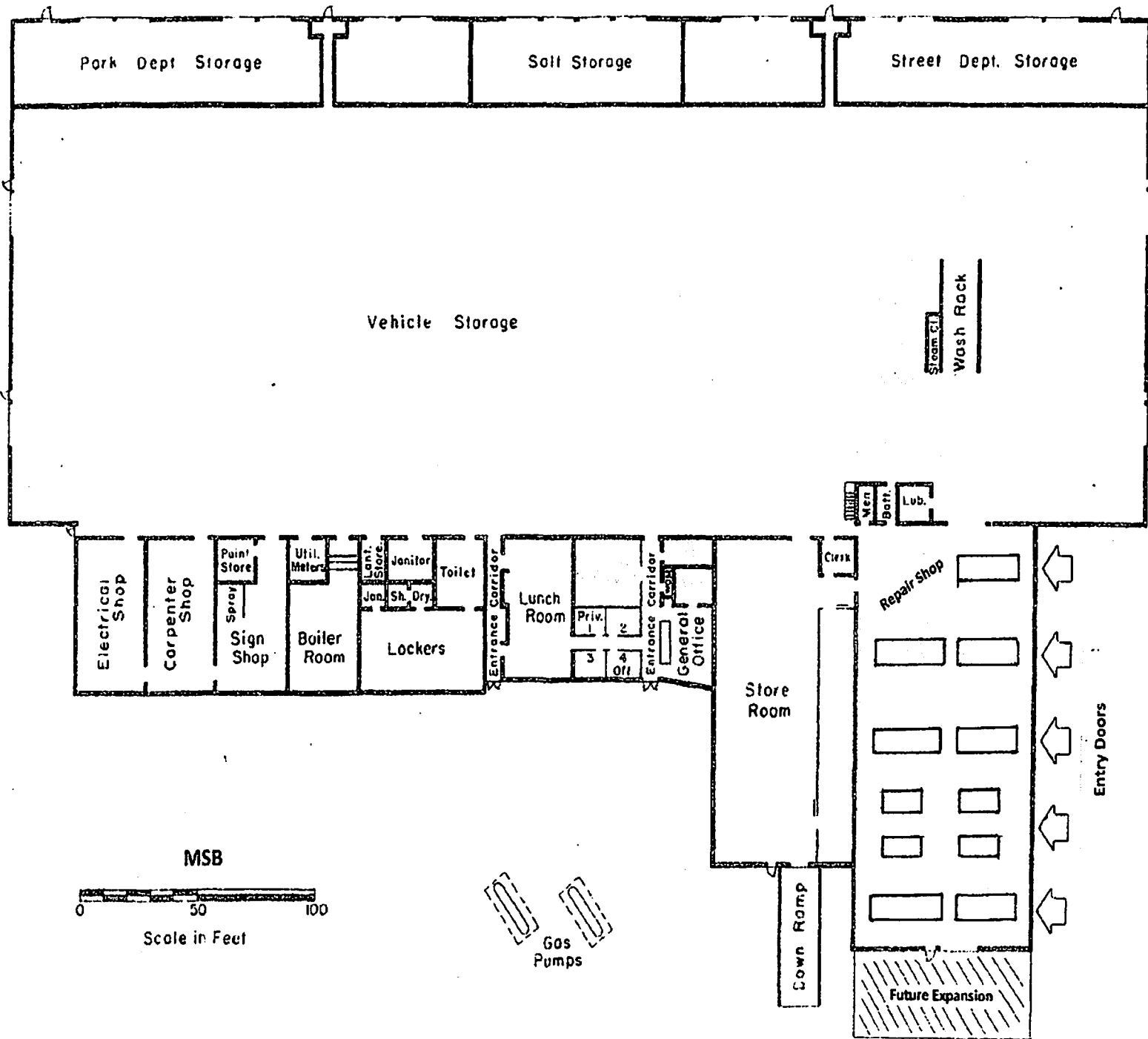
management and workforce, it will be difficult for the shop oversight department to make that guarantee.

The comparison of staffing levels is skewed by the inclusion of transit. With the provision of county wide elderly and disabled service, Sheboygan Transit operates a significantly larger system than Fond Du Lac and Eau Claire. Staff levels are most impacted by the need to have mechanics available during system operating hours and maintaining a bus fleet with an average age that exceeds anticipated service life by 25%. Please note that a direct reduction in transit staffing results in a corresponding reduction in Federal and State subsidy. The City pays approximately 15% of the transit operating cost. In addition incorporating the transit mechanics into a central garage, where their shift hours could be matched with a broader work load, will limit Federal reimbursement. As Sheboygan Transit currently operates out of an adequate facility no capital funding would be available for a change.

The City uses a significant amount of equipment to provide basic service to the community. The fleet will continually require replacement and maintenance. Direct savings by centralization will be limited. If the target staffing levels save the general fund 1.33 FTE positions, approximately \$100,000 would be saved annually. A viable return on investment limits the cost that can be incurred to \$500,000 to \$750,000. The savings will not justify significant construction or acquisition cost. In addition new space will add continuing cost. In particular using the County facility would add janitorial, operations and building repair cost that will approach the annual savings from the centralization.

## **Recommendation**

It is recommended that the City further pursue a centralized maintenance facility to service equipment from the Public Works, Police and Fire Departments at the MSB. In addition to identify funding, staff will need to address building remodeling, union representation, a uniform automated record system, and a uniform budget allocation system that includes equipment replacement. The change allows for the elimination of one full time position. Planning work should be completed to provide potential implemented during the 2011 budget year.



VI

23-30

R. C. No. 438 - 09 - 10. By PUBLIC WORKS. March 1, 2010.

Your Committee to whom was referred a copy of R. O. No. 420-09-10 by the Director of Public Works submitting an overview study on a centralized equipment maintenance center; recommends that the Report of Officer be accepted and placed on file and to forward this document to the Capital Improvements Commission for further consideration.

Cap Improve

Jean Kittelson  
Jerry Moore  
Mr C H -

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

3.1.1

IV

3.1.1

II

22-27

R. O. No. 420 - 09 - 10. By DIRECTOR OF PUBLIC WORKS. February 15, 2010.

Submitted for City Council consideration is an overview study on a centralized equipment maintenance center. The report is intended to address Res. 149-09-10 adopted by the Council on January 4, 2010.

Finance

&

Pub Wks.

Director of Public Works

Ac & File  
& forward  
to Cap Improvements

attach copy  
is track  
blocky

Finance

&  
Pub Wks.



# Attachment for Document # 22-27

February 15, 2010



TO: Mayor Ryan  
Members of the Common Council  
FROM: William Bittner  
Director of Public Works  
SUBJECT: Centralized Equipment Maintenance - Overview

## Introduction

On January 10, 2010, the City Council passed a resolution requesting a study of the centralization of vehicle maintenance functions. This report is intended to address such.

The City Council resolution includes the term "comprehensive study". The author has limited the extent of the review and detail included. There are numerous options and issues related to vehicle maintenance. A traditional approach to complex issues is to address general issues and work on more specific detail as the proposal moves toward implementation. This report is presented as an overview.

The methodology is to compare the City of Sheboygan vehicle maintenance function with the Cities of Fond Du Lac and Eau Claire. These communities are of similar size and have operated a centralized repair facility for many years. The anecdotal comparison of the services provided and resources used will provide an indication if a centralized facility can result in a saving and should be pursued further, and what space requirement will be needed.

Preparation of this overview did not include:

1. A line item budget comparison. Sheboygan's departments budget vehicle maintenance and replacement cost differently. To reconcile line items for direct budget comparisons would be a significant paperwork exercise. It is assumed the resources used, as measured by staffing and space, are directly proportion to cost.
2. Approaching labor leaders to resolve representation issues. Mechanics in the City are represented by three labor groups. Significant cooperation will be needed to establish a maintenance shop that will function as one group. It is assumed that appropriate

**TRANSIT & PARKING**

<b>Total Units</b>	<b>39</b>
<b>Fleet Maint. Personnel</b>	<b>4</b>
<b>Fleet Maint. Shop</b>	<b>7,000 sq. ft.</b>
<b>Vehicle Maint. Bays</b>	<b>3</b>

**Fire Department**

The Fire Department operates 9 apparatus, 4 ambulances and 10 support vehicles. One mechanic provides routine maintenance with specialty and heavy repairs outsourced. The mechanic is responsible for keeping maintenance history and scheduling preventative service. Cost accounting is done through the City finance and payroll system. Individual vehicle maintenance records are on file. The mechanic position is relied on to do other work in the department. Approximately 2,800 square feet of space is available at Fire Station #3 for vehicle maintenance. The space provides for 2 maintenance bays with room for parts storage and office. The shop is equipped with a modern portable hoist system that allows all apparatus to be raised for servicing.

The mechanic works regular weekday hours. Critical vehicle response is assured by equipment redundancy and the ability to respond from alternate stations. The spare vehicles allow maintenance to be completed off-line.

**FIRE DEPARTMENT**

<b>Total Units</b>	<b>23</b>
<b>Fleet Maint. Personnel</b>	<b>1</b>
<b>Fleet Maint. Shop</b>	<b>2,800 sq. ft.</b>
<b>Vehicle Maint. Bay</b>	<b>2</b>

**Police Department**

The Police department has 46 vehicles. These are generally late model passenger vehicles. One mechanic provides routine service. The department relies on outsourcing major maintenance and warranty work. The mechanic position is responsible for keeping work order records, parts inventory, preventative maintenance scheduling and advising the Department on replacement needs. Cost accounting is done through the City finance and payroll system. Individual vehicle maintenance records are on file. Critical vehicle availability is provided through a limited redundancy.

Since construction of the new Police Station, the maintenance of police vehicles has been moved to the Municipal Service Building. The mechanic

### Water Utility

The Sheboygan Water Utility operates approximately 15 pieces of rolling stock. Routine maintenance is completed by water system maintenance employees at their facility. Any dollars paid to a central garage would increase the operating budget, as the reduction in maintenance work could not result in staff savings. As the water utility is under the direction of an independent policy board, it is anticipated they would only utilize a joint facility, if an operating efficiency or customer service improvement could be realized. The utility vehicles have not been included in equipment totals.

### **Bench Mark Communities**

As indicated Sheboygan operations will be compared with that of Fond Du Lac and Eau Claire. These cities operate a single centralized vehicle maintenance facility and are generally included in the Wisconsin Cities that we use for comparisons on other issues.

The following 2008 financial data is provided through the League of Municipalities.

	Sheboygan	Fond Du Lac	Eau Claire
Population	50,580	43,460	65,362
Square Mile	14	16	30
Total Local Tax Levy	20,950,016	18,478,462	30,855,711
Levy/Capita	414	425	472

### Eau Claire

The Eau Claire vehicle maintenance facility provides service to all City departments including the functions of public works, parks, transit, police, fire and utilities. The agency (CETA) is an enterprise fund that rents equipment to the City departments. The rates are intended to cover operations, maintenance and replacement. CETA plays a major role in managing the equipment, making recommendation to senior management on equipment replacement and maintenance strategies. Existing management looks to maximize the work done at the facility, including expanding service to other areas such as the school district.

The maintenance facility was constructed in 1989 and is part of a 98,000 sq. ft. operational center. Public Works, Utilities, Parks and Transit operate from the service center in close proximity to vehicle maintenance. The

## Comparison

### Major Equipment by Function

	Sheboygan	Fond Du Lac	Eau Claire
Public Works/Parks	174	169	141
Police	46	49	50
Fire	23	18	25
Transit	44	13	24
TOTALS	287	249	240

### Equipment by Type

	Sheboygan	Fond Du Lac	Eau Claire
Constr. Equip/Work Trks	58	44	43
Garbage Truck	10	7	--
Buses	35	8	21
Fire Apparatus	9	6	10
Ambulance	4	5	6
Major Specialty	66	62	63
Cars/Van/Pickups	105	117	97
TOTALS	287	249	240

### Staffing Levels

	Sheboygan	Fond Du Lac	Eau Claire
Manager/Supvr.	1	1	1.5
Mech.	11	4	7.5
Tech/Helper	--	2	--
Parts/Records	1.5	2	1
Small Eng.	--	1	--
TOTALS	13.5	10	10
Units/Employee	21	25	24
Units/ Mechanic	26	36	32

### Sheboygan Transit Building

The Sheboygan Transit building is approximately 40,000 square feet. It is restricted by streets on three sides. The vehicle maintenance area includes three work bays and space for parts and storage. The shop area is not conducive to expansion. Extending the shop area into the existing vehicle storage would provide less than ideal space with limited overhead room. In addition the vehicle storage area would need to be replaced. The site is best utilized with a new free standing building constructed to the west of the existing building. Cost would approach the new building estimate above.

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The existing repair shop in the MSB is 11,200 square feet. There is significant additional space for parts and storage. The existing space is designed with a central aisle reducing the effective use of the building. The space can be reconfigured to provide 7 truck work bays, a fabricating area and 4 small vehicle bays. The change would include the installation of 5 additional doors on the east side of the building and relocation of the yard waste drop off site. Maximizing use of the limited space requires stacking 2 vehicles end-to-end, which creates work scheduling difficulties. The estimated cost for the work is indicated below.

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II

3.2

R. O. No. 352 - 13 - 14. By CITY CLERK. April 14, 2014.

Submitting a communication from Alderperson Bohren along with a booklet entitled "Priority Driven Budget Process."

Strategic  
new CC.

Susan Richards  
City Clerk



## Richards, Susan

---

**From:** Alderperson Jim Bohren  
**Sent:** Monday, April 07, 2014 10:50 AM  
**To:** Richards, Susan  
**Subject:** FW: Priority Driven Budget Process  
**Attachments:** gfoa-priority.pdf

Sheboygan City Clerk Sue Richards - Sue

Please submit this e-mail with attachment as a document for the first meeting of the New Council on April 15, 2014 and please refer it to the Strategic Fiscal Planning Committee of the New Council. Thank you.

### Alderman Jim Bohren

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

### 2013 - 2014 Committee Assignments

Chairman, Committee of the Whole

Vice Chairman, Public Works Committee

Vice Chairman, Salaries & Grievances Committee

---

**From:** Fay Uraynar [fayb@intosolutions.com]

**Sent:** Monday, July 29, 2013 2:32 PM

**To:** Alderperson Jim Bohren

**Subject:** Priority Driven Budget Process

FYI - Priority Driven Budget Process.


The County used. They have the format material. I've checked in the past the County was willing to share it with the City.

*Fay*



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Anatomy of a

# Priority- Driven Budget Process



## Credits

This paper was written by Shayne C. Kavanagh, Jon Johnson, and Chris Fabian. Kavanagh is Senior Manager of Research for the GFOA's Research and Consulting Center in Chicago, Illinois; he can be reached at [skavanagh@goa.org](mailto:skavanagh@goa.org). Johnson is a Senior Manager, Research and Advisory Services, at the Center for Priority Based Budgeting; he can be reached at [jjohnson@pbbcenter.org](mailto:jjohnson@pbbcenter.org). Fabian is a Senior Manager, Research and Advisory Services, at the Center for Priority Based Budgeting; he can be reached at [cfabian@pbbcenter.org](mailto:cfabian@pbbcenter.org).

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**Wanda Williams**  
Research and Budget Director, City of Savannah, Georgia

## GFOA's Research and Consulting Center

The Research and Consulting Center (RCC) is the management analysis and consulting arm of the Government Finance Officers Association. Since beginning operations in 1977, the RCC has provided management and technology advisory services to hundreds of local, county, and state governments; public utilities; elementary and secondary education systems; and transit authorities. The RCC is nationally recognized for its comprehensive analytical and advisory services, as well as for specialized research on state and local government finance.

You can learn more about us and contact us at [www.gfoaconsulting.org](http://www.gfoaconsulting.org) or 312-977-9700.

# Priority-Driven

## Contents

Introduction . . . . .	1
Leading the Way to Priority-Driven Budgeting . . . . .	2
Steps in Priority-Driven Budgeting . . . . .	5
1. Identify Available Resources . . . . .	6
2. Identify Your Priorities . . . . .	6
3. Define Your Priority Results More Precisely . . . . .	8
4. Prepare Decision Units for Evaluation . . . . .	10
5. Score Decision Units Against Priority Results . . . . .	11
6. Compare Scores Between Offers or Programs . . . . .	13
7. Allocate Resources . . . . .	15
8. Create Accountability for Results, Efficiency, and Innovation . . . . .	17
Conclusion . . . . .	19
Appendix 1: Building a Program Inventory . . . . .	20

## Anatomy of a Priority-Driven Budget Process

### Introduction

The traditional approach to governmental budgeting is incremental: The current year's budget becomes the basis for the next year's spending plan, and the majority of the organization's analytical and political attention focuses on how to modify this year's spending plan based on revenues anticipated in the next year.<sup>1</sup> An incremental approach is workable, if suboptimal, in periods of reasonably stable expenditure and revenue growth because the current level of expenditures can be funded with relatively little controversy. However, the incremental approach to budgeting is not up to the financial challenges posed by the new normal of relatively flat or declining revenues, upward cost pressures from health care, pensions, and service demands, and persistent structural imbalances.<sup>2</sup>

Priority-driven budgeting<sup>3</sup> is a common sense, strategic alternative to incremental budgeting. Priority budgeting is both a philosophy of how to budget scarce resources and a structured, although flexible, step-by-step process for doing so. The philosophy of priority-driven budgeting is that resources should be allocated according to how effectively a program or service achieves the

goals and objectives that are of greatest value to the community. In a priority-driven approach, a government identifies its most important strategic priorities, and then, through a collaborative, evidence-based process, ranks programs or services according to how well they align with the priorities. The government then allocates funding in accordance with the ranking.

The purpose of this paper is to describe factors that have led governments to adopt priority budgeting and to identify the essential concepts and steps in such a process, including the adaptations individual governments have made to customize priority-driven budgeting to local conditions. The paper is based on the experiences of the governments below, which were selected for variety in organization size, type of government, and approach to budgeting.<sup>4</sup> This paper builds on prior publications about priority-driven budgeting by taking a step back from specific approaches to budgeting and describing the major steps in the process and then outlining options for putting those steps into operation. It is GFOA's hope that this paper will give those who are new to priority-driven budgeting a solid base from which to get started, and to provide veterans of priority-driven budgeting with ideas for further adapting and sustaining priority-driven budgeting in their organizations.

### Our Research Participants

City of Savannah, Georgia	(pop. 131,000)
City of Walnut Creek, California	(pop. 64,000)
Mesa County, Colorado	(pop. 146,093)
City of San Jose, California	(pop. 1,023,000)
Polk County, Florida	(pop. 580,000)
City of Lakeland, Florida	(pop. 94,000)
Snohomish County, Washington	(pop. 683,655)

## Leading the Way to Priority-Driven Budgeting

Priority budgeting represents a fundamental change in the way resources are allocated. The governing body and the chief executive must understand and support the process and communicate that support throughout the organization. In addition, these officials must be willing to carry out their decision-making responsibilities in a way that is consistent with a priority-driven process. The change an organization desires to bring about by virtue of implementing priority-driven budgeting won't happen overnight, so those leading the move to priority budgeting must make it clear that this type of budgeting is not a one-time event – it is the “new normal.” To see the change through for the long-term, leaders must have a passion for the philosophy underlying priority-driven budgeting, but at the same

time, they must not be overly committed to any particular budgeting technique or process. They must remain adaptable and able to respond to the circumstances while remaining true to the philosophy. If the organization doesn't have this type of leadership, it might be better to delay priority-driven budgeting or look to another budgeting reform that has greater support. The “Philosophy of Priority-Driven Budgeting” sidebar describes the philosophy of priority-driven budgeting and its central principles. Use these principles to test the support among critical stakeholders and to build a common understanding of the tenets the budget process will be designed around.

Of course, not everyone in the organization can be expected to immediately accept priority-driven budgeting with the same enthusiasm. The leadership must articulate why a priority-driven budget

## The Philosophy of Priority-Driven Budgeting

The underlying philosophy of priority-driven budgeting is about how a government entity should invest resources to meet its stated objectives. It helps us to better articulate why the services we offer exist, what price we pay for them, and, consequently, what value they offer citizens. The principles associated with this philosophy of budgeting are:

- **Prioritize Services.** Priority-driven budgeting evaluates the relative importance of individual programs and services rather than entire departments. It is distinguished by prioritizing the services a government provides, one versus another.
- **Do the Important Things Well.** Cut Back on the Rest. In a time of revenue decline, a traditional budget process often attempts to continue funding all the same programs it funded last year, albeit at a reduced level (e.g. across-the-board budget cuts). Priority-driven budgeting identifies the services that offer the highest value and continues to provide funding for them, while reducing service levels, divesting, or potentially eliminating lower value services.
- **Question Past Patterns of Spending.** An incremental budget process doesn't seriously question the spending decisions made in years past. Priority-driven budgeting puts all the money on the table to encourage more creative conversations about services.
- **Spend Within the Organization's Means.** Priority-driven budgeting starts with the revenue available to the government, rather than last year's expenditures, as the basis for decision making.
- **Know the True Cost of Doing Business.** Focusing on the full costs of programs ensures that funding decisions are based on the true cost of providing a service.
- **Provide Transparency of Community Priorities.** When budget decisions are based on a well-defined set of community priorities, the government's aims are not left open to interpretation.
- **Provide Transparency of Service Impact.** In traditional budgets, it is often not entirely clear how funded services make a real difference in the lives of citizens. Under priority-driven budgeting, the focus is on the results the service produces for achieving community priorities.
- **Demand Accountability for Results.** Traditional budgets focus on accountability for staying within spending limits. Beyond this, priority-driven budgeting demands accountability for results that were the basis for a service's budget allocation.



is something worth actively supporting and voting for, rather than just a "least-worst" outcome in a time of revenue scarcity.<sup>1</sup> The leadership must also create a sense of urgency behind priority-driven budgeting by showing the financial forecasts, analysis, and other information that supports the need for a new approach to budgeting. Ensuring that a priority-driven budgeting process is successfully adopted requires organization-wide acceptance and a shared understanding of the entity's financial condition. For example, the City of Savannah, Georgia, shared trends in major revenue sources, reserves, and long-term forecasts to show that the city's revenues were entering a period of protracted decline. Of course, the case need not hinge on financial decline. A case can also be made based improving the value the public receives from the tax dollars government spends.

Two groups in particular that must be recruited to support priority-driven budgeting – elected officials and senior staff. Elected officials need to show consensus and support for priority-driven budgeting to make it through the challenges in the budget process that will inevitably occur. Ideally, at least one or two elected officials will be attracted to the philosophy so they can champion the idea with other officials. Elected officials may be particularly drawn to the fact that priority-driven budgeting allows them to set the organization's key priorities and see how services align or don't align with their priorities. This puts elected officials in an influential policy-making role – perhaps more powerful than under a traditional budgeting system. Elected officials who have experienced priority-driven budgeting consistent-

ly say one of the main reasons they endorse it is because it allows them to achieve what inspired them to run for office in the first place – identifying the results and implementing the policies that are most important to their community.

Senior staff must support the process as well because priority-driven budgeting requires a significant time commitment from staff. If the board and CEO are behind priority-driven budgeting, it will go a long way toward getting senior staff engaged. Staff members who have experienced priority-driven budgeting say they support it because it gives them a greater degree of influence over their own destinies. Staff no longer passively awaits judgment from the budget office; instead, they create their own solutions because priority-driven budgeting invites them to articulate their relevance to the community.

To raise awareness about the move to priority-driven budgeting and to build support for it among all stakeholders, the governments that shared their experiences for this paper emphasize the importance of a communications and risk mitigation strategy. The strategy identifies major stakeholders, their potential concerns, and messages and actions that can assuage those concerns. For example, employees might want to know if their job tenure will be affected, and citizens might want to know the implications for service offerings. The need for transparency in the process cannot be emphasized enough – many organizations create a specific Web page to provide employees and citizens with regular and timely updates on the process as it unfolds. Involving key stakeholders – such as the Chamber of Commerce, labor union leaders, editorial staff from the media, and leaders of community groups and neighborhood groups – at appropriate stages in the process often provides the best form of "informal" communication to the rest of the public. In communities such as Boulder, Colorado, and Fairfield, California, a town hall format was used as a communication device. The first group was asked to invite others to subsequent meetings, and not only did they invite friends and family, but they brought them to the event.

### **Do You Have a Strategic Plan?**

If you already have a strategic plan that identifies community priorities, you may be able to use it as launching pad for priority-driven budgeting. Elected officials will likely be interested in a budget system that promises to decisively connect resource use to their priorities. In fact, some officials might be frustrated with an incremental budget system that doesn't effectively align resources with evolving strategic priorities. This dissatisfaction with the status quo provides a natural segue to priority-driven budgeting.

Perhaps the primary risk to successful priority-driven budgeting that officials and other stakeholders might reject of the process because they see it as insufficiently legitimate – the process is thought to be flawed in some way that makes it a poor basis for allocating resources. Mitigate this risk by conferring “democratic” and substantive legitimacy onto priority-driven budgeting.<sup>6</sup> Democratic legitimacy means that the process is consistent with the will of the public. Engage the elected officials, the public, and employees in the process to achieve democratic legitimacy. When a budget process is seen to have democratic legitimacy, it gives elected officials permission to resist narrow bands of self-interest that seek to overturn resource allocation decisions that are based on the greater good.

Substantive legitimacy means that priority-driven budgeting is perceived to be based on sound technical principles. Use Government Finance Officers Association (GFOA) training and publications to

demonstrate that this kind of budgeting is consistent with best practices, but, most of all, devote time to intensely study priority-driven budgeting. Some of the research participants for this article studied it for two years before moving forward. While two years of study will not be necessary for every government, becoming fluent in priority-driven budgeting allows the leadership to speak convincingly on the topic and lead an honest discussion about the feasibility of priority-driven budgeting for the organization. If the organization decides to move forward, the leadership’s expertise will allow it to design a credible process, define the roles of staff in priority-driven budgeting, lead others through it, and adapt to the pitfalls and curveballs that will be encountered.

The next section describes the major steps in a priority-driven budgeting process and provides options for answering the six questions – listed below – for customizing priority-driven budgeting to your organization.

## Be Adaptable

Snohomish County, Washington, met with some resistance from the County Court. To move the process forward, the county designed a separate but parallel version of priority-driven budgeting for the courts. With time and the delivery of a consistent, transparent message, it effectively became the “new normal” in making resource allocation decisions.

Designing a process that is fair, accessible, transparent, and adaptable is a challenge. However, it is also an opportunity to customize a priority-driven budgeting process that fits your organization best. This research has identified six key customization questions you should answer as you design a process:

1. What is the scope of priority-driven budgeting? What are the fundamental objectives of your process? What funds and revenues are included? What is the desired role of non-profit and private-sector organizations in providing public services?
2. How and where will elected officials, the public, and staff be engaged in the process? Engagement is essential for democratic legitimacy. Giving stakeholders a clear understanding of their role in the process gives them greater confidence in the process and eases the transition.
3. What is the decision-unit to be evaluated for alignment with the organization’s strategic priorities? Functional units, work groups, programs? Something else?
4. How will support services be handled? The research participants agreed that budgeting for support services like payroll and accounting was one of the foremost challenges of designing a process. Support services need to be perceived as full participants in priority-driven budgeting, but at the same time, accommodations must be made for the fact that they potentially exist to achieve different results than those services that have a direct impact on the public.
5. How will decision-units be scored, and who will score them? The scoring mechanism and process is key implementing priority-driven budgeting successfully.
6. What is the role of priority-driven budgeting in the final budget decision? What method will be used to allocate resources to services? Will the methodology lead to “formula-driven” allocations or allow for flexibility and discretion in formulated recommendations?

## Steps in Priority-Driven Budgeting

There are eight major steps in a priority-driven budget process. Exhibit 1 provides a map for how the eight steps fit together, and the steps are more fully described in the following pages.<sup>7</sup> As the exhibit shows, the eight steps are not completely linear. Steps 1 and 2 can begin at the same time, and Step 8 comes into play at many different points of the process.

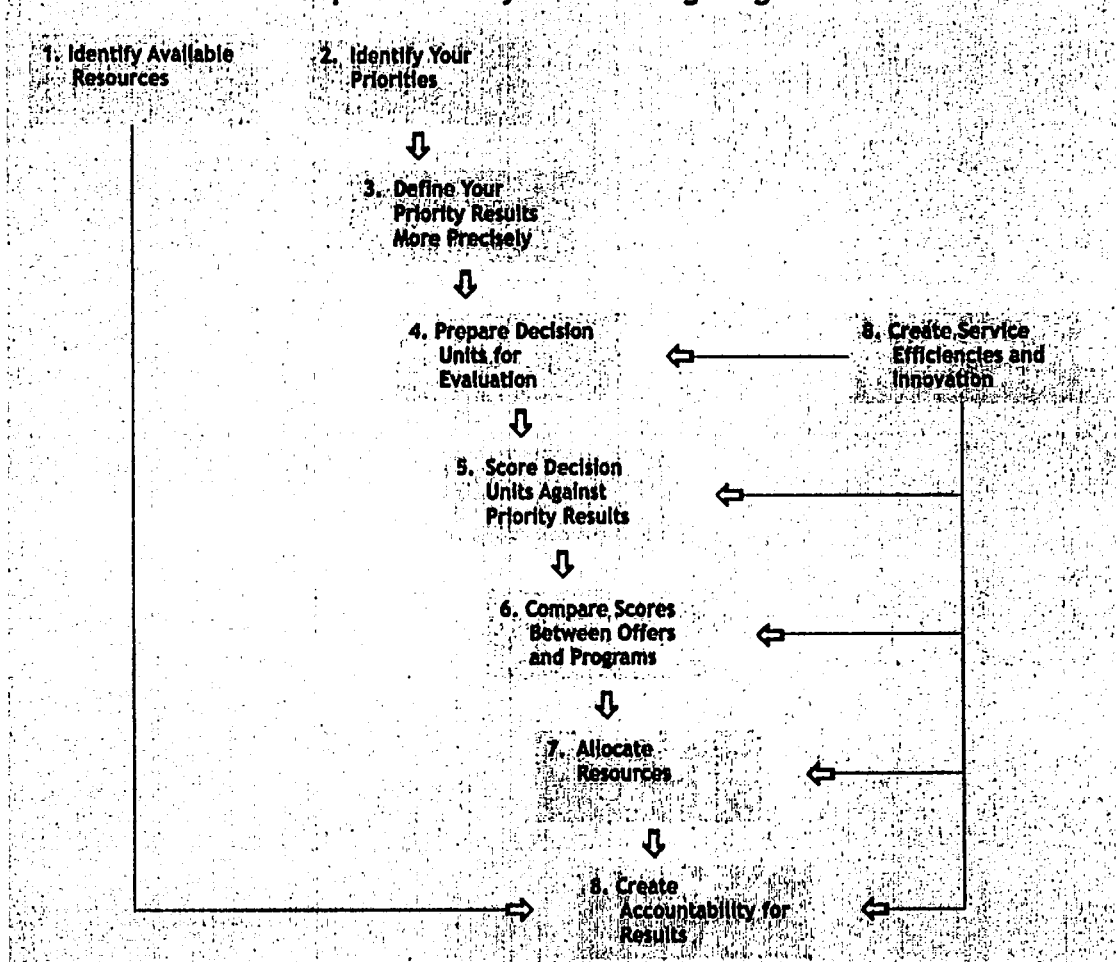
### 1. Identify Available Resources

Before embarking on priority-driven resource allocation, the organization must undergo a fundamen-

tal shift in its approach to budgeting. This shift, while subtle, requires that instead of first having the organization identify the amount of resources "needed" for the next fiscal year, it should first clearly identify the amount of resources that are "available" to fund operations as well as one-time initiatives and capital expenditures.

As their first step in budget development, many organizations expend a great deal of effort in completing the analysis of estimated expenditures to identify how much each organizational unit will need to spend for operations and capital

**Exhibit 1: Process Map for Priority-Driven Budgeting**



in the upcoming fiscal year. Once that "need" is determined, then the organization looks to the finance department or budget office to figure out how these needs are to be funded. An integral part of the priority-driven budgeting philosophy is to spend within your means, so the first step in developing a budget should be focusing on gaining a clear understanding of the factors that drive revenues and doing the requisite analysis to develop a reasonably accurate and reliable revenue forecast in order to understand how much is available to spend for the upcoming fiscal year.

### The Price of Government

The "price of government" is a concept originated by David Osborne and Peter Hutchinson.<sup>8</sup> Government takes economic resources from the community to provide services and, hence, the total revenue that government receives is really the "price of government," from the perspective of the citizen. This can be a useful concept in the first step of priority-driven budgeting because it asks decision-makers to think about the total tax and fee burden they are willing to place on the community to fund services - thus, putting revenues before expenditures.

Resources must also be clearly differentiated in terms of ongoing revenues versus one-time sources. The organization must be able to identify any mismatch between ongoing revenues and ongoing expenditures (operations) as well as between one-time sources and one-time uses (one-time initiatives, capital needs, fund balance reserves). This analysis will ensure that the entity can pinpoint the source of its structural imbalance and address it in developing its budget. This will also ensure that a government does not unknowingly use fund balance (a one-time source) to support ongoing expenditures.

Once the amount of available resources is identified, the forecasts should be used to educate and inform all stakeholders about what is truly available to spend for the next fiscal year. The organization must understand and believe that this is truly all there is as it begins developing the budget. Sharing the assumptions behind the revenue projections creates a level of transparency that

dispels the belief that there are "secret funds" that will fix the problem and establishes the level of trust necessary to be successful.

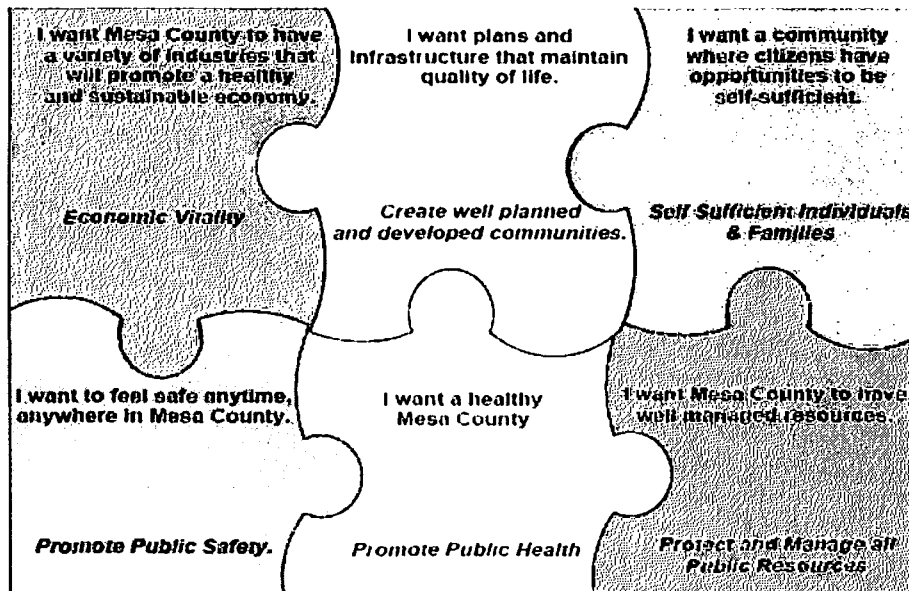
In the first year, an organization might choose to focus attention on only those areas that do not have true structural balance. For most organizations, this will often include the general fund, but the jurisdiction might decide to include other funds in the process. Both Polk County, Florida, and the City of Savannah took steps to limit the scope of implementation. For example, Polk County concentrated on the general fund, and Savannah excluded capital projects from the process.

**Step 1 Intended Result:** Adopt a "spend within your means" approach - meaning there is a common understanding of the amount of resources available and that there is a clearly established limit on how much can be budgeted for the upcoming fiscal year.

### 2. Identify Your Priorities

Priority-driven budgeting is built around a set of organizational strategic priorities. These priorities are similar to a well-designed mission statement in that they capture the fundamental purposes for which the organization exists and are broad enough to have staying power from year to year. A critical departure from a mission statement is that the priorities should be expressed in terms of the results or outcomes that are of value to the public. These results should be specific enough to be meaningful and measurable, but not so specific as to say how the result or outcome will be achieved or become outmoded after a short time. Below are the five priority results determined by Mesa County, Colorado. Notice how these results are expressed in the "voice of the citizen."

A strategic plan, vision, and/or mission statement can serve as the ideal starting point for identifying the priority results. If you have an existing strategic plan, it might be helpful to ground the priority results in these previous efforts to respect the investment stakeholders may have in them and to



give the priorities greater legitimacy. If you don't have an existing plan, developing one as a prelude to priority-driven budgeting can provide a stronger grounding for the priorities. It might also help increase the enthusiasm of elected officials and senior staff for priority-driven budgeting, as they seek a way to connect the new plan to decisions about annual resource allocations.

The governing board also needs to be closely involved in setting the priorities. The priorities are the foundation of priority-driven budgeting,

so that the governing board must fully support them. The role of an elected official is to set the results the organization is expected to achieve. Developing the priorities might also be a good place to involve citizens. Some communities have used traditional means of doing this, such as citizen surveys, focus groups, and town hall meetings to engage citizens in helping establish the expected results for their community. Others are being innovative. The City of Chesapeake, Virginia, recently asked citizens viewing a result-setting exercise on their public access channel to

## Are Support Services a Priority?

Our research subjects offered two alternatives for prioritizing support services. Most commonly, entities created a "good governance" priority that addresses high-quality support services. This gives support services a clear place in priority-driven budgeting and allows the relevance of these services to be tested against the organization's priorities. Here is how the City of Walnut Creek, California, defined its governance goals.

- Enhance and facilitate accountability and innovation in all city business.
- Provide superior customer service that is responsive and demystifies city processes.
- Provide analysis and long-range thinking that supports responsible decision making.
- Proactively protect and maintain city resources.
- Ensure regulatory and policy compliance.

Alternatively, other participants envisioned moving to a system that would fully distribute the cost of support services to operating programs so support services would be affected according to how the operating services they support are prioritized.

participate online and share their thoughts on “what does the city exist to provide.” Cities such as Walnut Creek, California, and Blue Ash, Ohio, set up kiosks in city facilities and asked citizens to participate in a brief survey that helped validate the city council’s established results and to “weight” the relative importance of those results to the community.

**Step 2 Intended Result:** A set of priorities expressed in terms of measurable results that are of value to citizens and widely agreed to be legitimate by elected officials, staff, and the public.

### **3. Define Your Priority Results More Precisely**

The foundation of any prioritization effort is the results that define why an organization exists. Organizations must ask, “What is it that makes us relevant to the citizens?” Being relevant – providing those programs that achieve relevant results – is the key purpose and most profound outcome of a priority-driven budgeting process.

The challenge with results is that the terms can be broad, and precisely what they mean for each individual community can be unclear. For instance, take a result like “Providing a Safe Community,” which is shared by most local governments. Organizations talk about public safety or providing a safe community as if it is an obvious and specific concept. But is it?

In the City of Walnut Creek, citizens and city leadership identified building standards for surviving earthquakes as an important influence on providing a safe community. In the City of Lakeland, Florida, however, not a single citizen or public official discussed earthquakes to define the very same result. In the City of Grand Island, Nebraska, the city highlighted community acceptance and cohesiveness as intrinsic to achieving a safe community (acknowledging their initiatives to help integrate a growing and important population of their community – immigrant farm workers). However community integration was not a relevant factor that would

contribute to the safety of the community in Walnut Creek. Hence, the specific definitions of the community’s results is where the identity of your community and the objective meaning of what is relevant is revealed.

### **Staff Teams in Priority-Driven Budgeting**

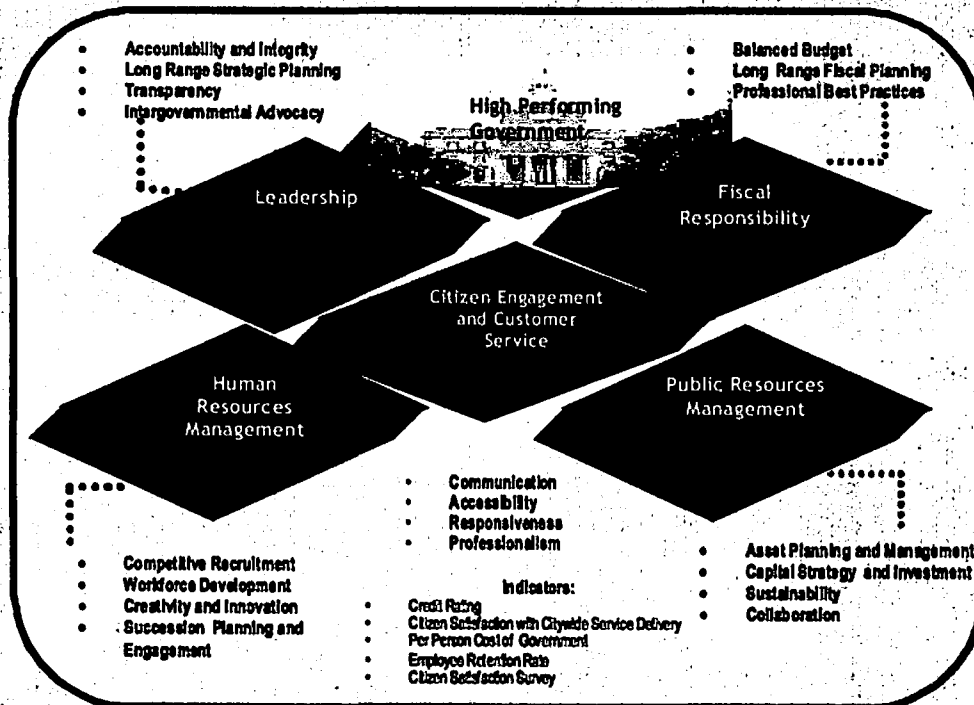
Creating strategy maps is the first significant role for cross-functional staff teams in the process. Such teams have repeated and important uses, so their members need to be highly skilled and sufficiently supported. A number of our research subjects engaged consultants to train and/or directly assist the teams. Many organizations use that as an opportunity to involve the “up and coming” leaders in the process to ensure its long-term sustainability.

A powerful method for defining results was established in *Strategy Maps* by Kaplan and Norton.<sup>1</sup> Strategy mapping is a simple way to take a complex and potentially ambiguous objective – like achieving a safe community – and creating a picture, or map, of how that objective can be achieved. Sometimes referred to as cause-and-effect diagrams or result maps, strategy maps provide an effective way for an organization to achieve clarity about what it aims to accomplish with its results. Strategy maps should be developed using cross-functional teams. Teams consist primarily of staff (both with subject matter expertise relating to the priority result and without), but they can also include elected officials and citizens.

Exhibit 2 (on the following page) provides an example of a strategy map from the City of Savannah for “high-performing government” (Savannah’s equivalent of the “good governance” result described in the earlier sidebar). Savannah’s map includes performance indicators to help gauge if the priority result is being achieved.

Exhibit 3 (on the following page) is a picture of a slightly different style of strategy map from the City of San Jose, California, for its “Green, Sustainable City” priority result. The center of the map is the result, and the concepts around

**Exhibit 2: High Performing Government Strategy Map from the City of Savannah**

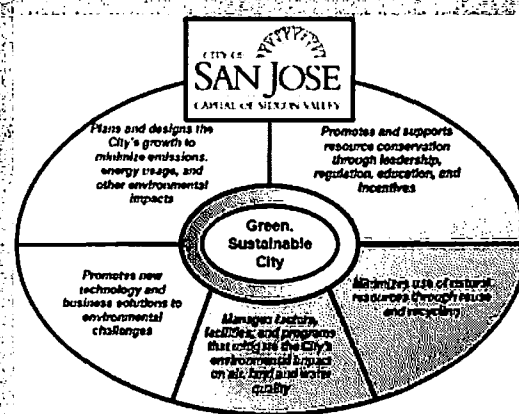


the result are the definitions – they help the city clearly articulate its priorities: “When the City of San Jose \_\_\_\_\_ (fill in the blank with any of the result definitions), then we achieve a Green, Sustainable City.”

Consider San Jose's result map relative to your own community. Would your community define the relevance of your organization by its ability to achieve a green, sustainable community? Would your community define a result like a green, sustainable community in a similar or different way?

One of the challenges local governments face is trying to address what can seem like a growing (and seemingly limitless) expectation for programs and services. One of the benefits of developing strategy maps is that local governments can give citizens a more precise description of

**Exhibit 3: Green City Strategy Map from the City of San Jose**





the results that make local government relevant. This will establish a shared foundation, a common context for evaluating and prioritizing the programs and services the jurisdiction offers. A service's relative priority can be evaluated only through a common belief about the results local government is striving to achieve.

The City of Walnut Creek knew that citizens and community stakeholders needed to be involved in defining the priority results. The rationale was that the city's priority results would be legitimate only if community members were responsible for establishing the results and their definitions. The city reached out to the community on the radio, in the newspaper, and through the city's newsletters and Web site to invite any citizen to participate in one of several town hall meetings. At the meeting, citizens were asked to submit answers to the question: "When the City of Walnut Creek \_\_\_\_\_, then they achieve [the result the citizen was focused on]." The response from citizens was tremendous and generated a host of answers. City government staff members (who participated in the meetings) were then responsible for summarizing the citizen's responses by developing strategy maps.

### **Define Your Priorities: A Quick Win**

If the organization has not already clearly defined its priorities, just getting through this step could be a major accomplishment. Knowing the priorities can help an organization make better resource allocation decisions, even in the absence of a true priority-driven budgeting system.

Lastly, when defining the priority results, consider whether some results might be more important than others. This could have an impact on how programs are valued and prioritized. Elected officials, staff, and/or citizens can participate in ranking exercises, where each participant is given a quantity of "votes" (or dollars, or points, etc.) and can allocate their votes among all the priority results to indicate the relative value of one result versus another. It is important to make

clear to participants that this ranking process is not a budget allocation exercise (whereby the budget of a certain result is determined by the votes given to a result). Through such a ranking, participants can express that certain results (and therefore the programs that eventually influence these results) may have greater relevance to the community than others.

**Step 3 Intended Result:** Reveal the identity of your community and the objective meaning of what is relevant to it through the process of defining priority results.

### **4. Prepare Decision Units for Evaluation**

The crux of priority-driven budgeting is evaluating the services against the government's priority results. Thus, the decision unit to be evaluated must be broad enough to capture the tasks that go into producing a valued result for citizens, but not so large as to encompass too much or be too vague. Conversely, if the decision unit is too small, it may only capture certain tasks in the chain that lead to a result and might overwhelm the budget process with details. Our research subjects took one of two approaches to this issue: "offers" or "programs."

**Offers.** Offers are customized service packages prepared by departments (or perhaps designed by cross-functional staff teams or even private firms or non-profits) to achieve one or more priority results. Offers are submitted to evaluation teams (typically comprising a cross functional group of staff, but possibly citizens as well) for consideration against the organization's priority results. Often, the evaluation team will first issue a formal "request for results" that is based on the strategy map and defines for departments, or others who are preparing offers, precisely what the evaluation team is looking for in an offer.

### **How Many Offers Are There?**

Our research participants who used the "offer" approach averaged one offer for every \$1.5 million in revenue that was available to fund offers.

Offers are purposely intended to be different from existing organizational subunits (like departments, divisions, programs) to make a direct connection between the decision-unit being evaluated and the priority results, to encourage outside-the-box thinking about what goes into an offer, and to make it easier for outside organizations to participate in the process. For example, multiple departments can cooperate to propose a new and innovative offer to achieve a result instead of relying on past ways of doing things. A private firm could submit an offer to compete with an offer made by government staff.

The drawback of offers is that they are a more radical departure from past practice and may be too great a conceptual leap for some. This could increase the risk to the process, but if the leadership's vision is for a big break from past practice, then the risk might be worth taking. For example, Mesa County's board is very interested in having private and non-profit organizations participate fully in its budget process at some point in the future, so the offer approach makes sense for Mesa County.

**Programs.** A program is a set of related activities intended to produce a desired result. Organizations that use the "program" method inventory the programs they offer and then compare those to the priority results. Programs are an established part of the public budgeting lexicon and some governments already use programs in their approach to financial management, so thinking in terms of programs is not much of a

### **Program Inventory: A Quick Win**

If the organization does not have a sense of the programs it provides, then simply developing a fully costed (direct plus indirect costs) program inventory should provide immediate benefits. A program inventory can be used to help decision-makers understand the full breadth of services provided and their costs, and might help the organization recognize immediate opportunities for efficiency. Appendix 1 provides additional information on how to build a program inventory.

conceptual leap, or perhaps not a leap at all. This means less work and process risk. However, even when the concept of programs is familiar, be sure the "programs" (or offers) are sized in a way that allows for meaningful decision making. Programs that are too big are often too vague in their purpose to be accountable for results, and it can be difficult to fairly judge the impact of a program that is too small. Generally speaking, if a program equates to 10 percent or more of total expenditures of the funds in which it is accounted for, then the program should probably be broken down into smaller pieces. If a program equates to either 1 percent or less of total expenditures or \$100,000 or less, it is probably too small and should be combined with others.

Also, be aware that using programs might provide less opportunity for outside organizations to participate in the budgeting process because the starting point is, by definition, the existing portfolio of services. For that same reason, radical innovation in service design or delivery method is less likely.

**Step 4 Intended Result:** Prepare discrete decision-units that produce a clear result. Think about evaluating these decision units against each other and not necessarily about evaluating departments against each other.

### **5. Score Decision Units Against Priority Results**

Once the organization has identified its priority results and more precisely defined what those results mean, it must develop a process to objectively evaluate how the program or offer achieves or influences the priority results. Scoring can be approached in several ways.

The first variation to consider is if a program or offer will be scored against all the organization's priority results or just the one it is most closely associated with. The cities of Lakeland, Walnut Creek, and San Jose scored against all of the priority results. The belief was that a program that influenced multiple results must be a higher prior-

ity – every tax dollar spent on a program that achieved multiple results was giving the taxpayer the “best bang for the buck.” Alternatively, organizations like Mesa County, the City of Savannah, Polk County, and Snohomish County matched each program or offer with only one of the priority results and evaluated it against its degree of influence on that result. Under this scenario, guidelines should be established to help determine how to assign a program or offer to a priority area as well as provide some sort of accommodation for those programs or offers that demonstrate important effects across priority result areas. Both of these approaches have been used successfully, so the right choice depends on which approach resonates more with stakeholders.

In addition to scoring the offers or programs against the priority results, some organizations have included additional factors in the scoring process. Examples include mandates to provide the service, change in demand for the service, level of cost recovery for the service, and reliance on the local government to provide the service (as opposed to community groups or the private sector). The governments believed that a program should be evaluated more highly if there was a mandate from another level of government,

if there was an anticipated increase in demand for the program or that program received fees or grant dollars to significantly cover the costs to provide it. Finally, if the citizen had to rely solely on the government to provide the program or service and there was no other outside option available, then a program was believed to be of a slightly higher priority.

The next variation is how to actually assign scores to programs or offers. One approach is to have owners of the programs or offers (e.g., department staff) assign scores based on a self-assessment process. This approach engages the owners in the process and taps into their unique understanding of how the programs influence the priority results. Critical to this approach is a quality control process that allows the owner's peers in the organization (other departments) and/or external stakeholders (citizens, elected officials, labor unions, business leaders, etc.) to review the scoring. The peer review group challenges the owner to provide evidence to support the scores assigned. A second approach to scoring establishes evaluation teams that are responsible for scoring the programs or offers against their ability to influence the priority results. Owners submit their programs or offers for the

## What about Capital Projects?

For most organizations, outlays for capital projects and one-time initiatives are a significant part of their budgeting process. A priority-driven budgeting process can be used to prioritize these major one-time expenditures in the same way it is used to evaluate ongoing programs and services. The starting point is a capital improvement plan (CIP) that includes all the potential capital projects from across the organization. Ideally, it should include not only major capital construction, capital improvement, or capital equipment purchases, but also significant one-time expenditures. Items such as major studies, comprehensive plan updates, and software upgrades that are planned for the next five years. In addition to the strategic results, other evaluation factors for capital projects might include:

- Is the project mandated by some other governmental agency?
- Is it a continuation of an existing project that has already been approved?
- Is it an integral component of the organizations Comprehensive Plan for future community growth?
- Is it being fully or partially funded by another agency or private interest?
- Is the project responding to an emergency situation or critical need of the organization?

When evaluated in this way, projects that are of a higher priority have assurance of funding in the next five-to-ten year period over those that are of a lower priority, especially when there are limited one-time resources available to fund them. This method also avoids funding a current-year project that is of a low priority instead of setting aside funds to ensure the successful completion of the higher-priority capital need in a future year.

teams to review, and the teams score the programs against the results. The priority-driven budgeting process becomes more like a formal purchasing process, where the departments are analogous to vendors and the evaluation teams are like buyers. Evaluation teams could be made up entirely of staff, with representation both from staff members who have specific expertise related to the result being evaluated and others who are outside of that particular discipline. An alternative team composition would include both staff and citizens, to gain the unique perspectives of both external and internal stakeholders. This second approach brings more perspectives into the initial scoring and encourages cross-functional teamwork via the evaluation teams.

### Scoring Support Services

As mentioned earlier, a number of our research subjects established a priority result for "good governance." Those programs that provided internal services were scored against these governance results in a parallel evaluation process. These governments believed that internal services were important, but were expected to achieve different results than those programs or offers intended for citizens.

Another consideration is the particular scoring method to be used. For example, will evaluators have to use a forced-ranking system where programs/offers are fit into a top-to-bottom ranking or will each program be scored on its own merits, with prioritization as a natural byproduct? Each system has its advantages, but the important thing is to make sure the scoring rules are clear to everyone and applied consistently.

The role of the elected governing board in this step is another point of potential variation in the scoring. In some organizations, the board is heavily integrated into the process and participates in the scoring and evaluation step. They have the opportunity to question the scores that have been assigned by the owner or the evaluation team, ask for the evidence that supports that score, and ultimately request that a score be changed based on the evidence presented and

their belief in the relative influence that program or offer has on the priority results it has been evaluated against. In other organizations, the process can be implemented as a staff-only tool that is used to develop a recommendation to the governing body. Snohomish County uses this approach, as its culture and board-staff relation supports it.

Regardless of which variations are selected, there are three important points to establish. The first is that to maintain the objectivity and transparency of the process, programs or offers must be evaluated against the priority results, as they were defined collectively by stakeholders (see step 3). Secondly, scores must be based on the demonstrated and measurable influence the programs or offers have on the results. Finally, the results of the scoring process will be provided as recommendations to the elected officials, who hold the final authority to make resource allocation decisions.

**Step 5 Intended Result:** Each decision unit (offer or program) should have a score that indicates its relevance to the stated priorities.

### 6. Compare Scores Between Offers or Programs

It is a "moment of truth" in priority-driven budgeting, when the scoring for the offers or programs is compiled, revealing the top-to-bottom comparison of prioritized offers or programs. Knowing this, an organization must be sure that it has done everything possible up to this moment to ensure that the final scores aren't a surprise and that the final comparison of the offers or programs in priority order is logical and intuitive.

The City of San Jose engineered a peer review process through which the scores the departments gave to their programs were evaluated, discussed, questioned, and sometimes recommended for change. The city established a review team for each of its priority results. The team first reviewed the strategy map to ensure that each member of the team was grounded in the

city's specific definition of the result. Next, the review teams were given a report that detailed every program scored for the particular result under review. The teams met to discuss:

- whether they understood the programs they were reviewing;
- whether they agreed with the score given by the department (the departments scored their own programs);
- whether they required further testimony or evidence from the department to help them better understand the score given; and
- whether the score should stand, or if the team would recommend an increase or decrease.

All programs were evaluated in this manner until a final recommendation was made on program scores.

The city invited the local business community, citizens representing their local neighborhood commissions, and labor leaders to review the

ask them to decide which programs should be cut or which ones should be preserved. They framed the discussion very simply: Evaluate how our programs help us achieve our results, and to what degree. The outcome of prioritization was therefore expected and self-evident, based on the common understanding of the programs and how the programs influence results.

Stakeholders could be concerned that their favored programs might lose support in the course of priority-driven budgeting. Even when a program director or a citizen who benefits from a particular program understands why that program ranked low, they are not going to be pleased about it. Invite stakeholders from all sides, from within the organization and even the community, to understand the process. Include stakeholders at various points in the process so they might influence the outcome. Constantly communicate progress, throughout the process. Program directors, stakeholders of a particular program, organizational leadership, and staff might not enjoy seeing their program prioritized

**San Jose framed the discussion very simply: Evaluate how our programs help us achieve our results, and to what degree.**

scores. Walter Rossman, from San Jose's City Manager's Office, described their effort this way: "The participants found the effort informative as to what the city does; they found it engaging with respect to hearing staff in the organization discuss how their programs influence the city's results; and, most interesting, they found it fun."

San Jose's story is important because it demonstrated how stakeholders from various perspectives and political persuasions can all productively participate in the priority-driven budgeting process. San Jose didn't ask these stakeholders to come together and rank programs. They didn't

below other programs, but if they understand it, if they've had a chance to influence the process, and, most importantly, if they are aware of actions they might take to improve the priority ranking of their program, the process will have a great chance for success.

Lastly, consider if the scoring of the programs or offers will be used only to decide where to make budget reductions. Organizations such as the cities of Lakeland and Walnut Creek have used prioritization not only to balance their budgets, but also to understand how services that might appear less relevant to the city government might

be relevant to other community groups. These groups might take responsibility for supporting or preserving a service. There could be great potential in engaging other community institutions – businesses, schools, churches, non-profits – about partnership opportunities.

Peter Block has focused much attention on this issue in his book, *Community: The Structure of Belonging*.<sup>12</sup> Citing the way we sometimes unduly rely on government to meet the community's needs, he highlights citizens' experiences of taking accountability for the results they hope to see achieved. This occurs when cohesion is built between local government, businesses, schools, social service organizations, and churches. A complete and successful priority-driven budgeting process doesn't conclude when the budgets for low-priority services are reduced – rather, it brings together otherwise fragmented institutions in society to find ways of providing services that may still be relevant to the community, even if they are less important to the priority results a local government seeks to achieve.

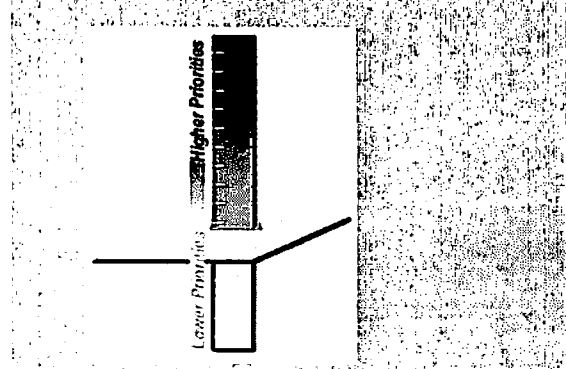
**Step 6 Intended Result:** The prioritized ranking of programs is a logical and well-understood product of a transparent process - no surprises.

## 7. Allocate Resources

Once the scoring is in place, resources can be allocated to the offers or programs. This can be done in a number of ways. One method is to first allocate revenues to each priority result area based on historical patterns or by using the priority's relative weights, if weights were assigned. Allocating resources to a priority result area can be controversial because, as we will see, this allocation determines the number of offers or programs that will be funded under that priority area (e.g., how many public safety programs will be funded). There are no easy answers to this issue. As such, the designer of the process should look for ways to mitigate controversies associated with how much funding is allocated to one result versus another and to prevent these allocations from becoming new types of organizational silos. For

instance, the designer should think about ways priority result areas can share information during the evaluation of programs or offers, and/or ways to jointly fund programs or offers.

### Exhibit 4: Drawing the Line



Then, the offers or programs can be ordered according to their prioritization within a given priority result area and the budget staff draw a line where the cost of the most highly prioritized offers or programs is equal to the amount of revenue available (see Exhibit 4). The offers or programs above the line are funded, and the ones that fall below the line are not. The board and staff will have discussions about the programs on either side of the line and about moving those offers or programs up or down, redesigning them to make more space above the line (e.g., lowering service levels), or even shifting resources among priority results. Variations on the approach are possible – for example, there could be multiple lines representing multiple levels of funding certainty. In the City of Redmond, Washington, programs above a top line were categorized as “definitely fund,” while programs in between the top line and a bottom line were open to additional scrutiny.

Another method is to organize the offers or programs into tiers of priority (e.g., quartiles) and then allocate reductions by tier. For example, programs in the first tier might not be reduced, while programs in the lowest tier would see the largest

reductions. The programs could be forced to make assigned reductions, or each department could be given an aggregate total reduction target, based on the programs under its purview (with the implication being that the department will weight its reductions toward the lower-priority programs, although it would have more flexibility to decide the precise reduction approach than if the cuts were not done within the department). This tier approach generates discussion among board and staff about how much money is spent on higher versus lower tier services in aggregate, as well as on resource allocation strategies for individual departments and programs. Exhibit 5 presents an example of the value this analysis can provide. It shows the total amount of money one city had historically spent on its highest priority programs (e.g., the top tier) versus the others. This city was spending significantly less on the top tier than it was spending on the second tier, and less than it was spending on the third tier, as well. This raises interesting questions about spending patterns in the organization and builds a compelling case for change.

Organizations also need to consider the funding of support services. Many of our research participants elected to fund support services based on historical costs, making some reduction that was consistent with the reduction the rest of the organization was making. The magnitude of the

reduction applied to any particular support service was based on its priority relative to other support services. A couple of our participants envisioned moving to a system wherein the cost of support services would be fully distributed to operating programs so support services would be affected according to the prioritization of the operating services they support.

Another question is how to handle restricted monies (e.g., an enterprise fund). One option is to handle special purpose funds (where there are restrictions on how the money can be used) separately. For example, enterprise funds or court funds might be evaluated on a different track or budgeted in a different way altogether. Another option is to rank programs or offers without respect to funding source, but then allocate resources with respect to funding source. Knowing the relative priority of all the offers or programs might generate valuable discussion, even if there is no immediate impact on funding. For example, if a low-ranking offer or program is grant funded, is it still worth providing, especially if that grant expires in the foreseeable future? Ideally, participants will become less fixated on funding sources, realizing that the government has more flexibility than it might think. For example, if a low-priority service is funded by a special earmarked tax, is there a way to reduce or eliminate that service and its tax, and increase a

**Exhibit 5: Spending by Priority Tier**





general tax by an analogous amount? As the government becomes more proficient at expressing the value it is creating for the community, it should be better able to articulate these potential trade-offs to the community.

Of course, no matter what method is selected to allocate resources, remember that priority-driven budgeting, like any budgeting process, is still a political process. As such, it will not and should not lead to “scientific” or “apolitical” allocation of resources – rather, it should change the tone of budget discussions, from a focus on how money was spent last year to a focus on how the most value can be created for the public using the money that is available this year.

**Step 7 Intended Result:** Align resource allocation consistent with the results of priority-driven scoring.

#### **8. Create Accountability for Results, Efficiency, and Innovation**

The owners of the programs or offers being evaluated might over-promise or over-represent what they can do to accomplish the priority result. To address this potential moral hazard, create methods for making sure programs or offers deliver the results they were evaluated on. Many of our research participants anticipate using performance measures for this purpose. For example, a program or offer might have to propose a standard of evidence or a metric to be evaluated against, so the organization can see if the desired result is being provided. Exhibit 6 is Polk County's conceptual approach for connecting its priority result areas to key performance indicators. However, none of the research participants have reached what they would consider a completely satisfactory state in this area. For those just starting out, the lesson is to understand where evidence is needed in your process design, but also to be patient with respect to when this part of priority-driven budgeting will be fully realized.

Other issues to consider as part of the priority-driven budgeting design are the efficiency of pro-

grams or offers, and innovation in the design of programs or offers. Although priority-driven budgeting will identify which programs or offers are best for achieving priority results, it does not speak directly to the efficiency with which those programs or offers are delivered or to innovative approaches to program delivery (although it might indirectly encourage these things).

#### **Exhibit 6: Polk County Concept for Key Performance Indicators**

##### **Basic Needs**

##### **Priority:**

People in Polk County who are at risk because of their health or economic status will get their basic needs met, and are as self-sufficient as possible.

##### **Indicators:**

Poverty Level	Improving
Homeless Population	Maintaining
No Health Coverage	Improving
County versus State	Improving

As such, the designers of the process might need to consider specific techniques for ensuring program efficiency. A proven model for improving efficiency helps avoid cost-cutting techniques that also cut productivity and degrade the results a program produces. For instance, a systematic method for reviewing and improving business processes could be implemented along with priority-driven budgeting. One such method that GFOA research has shown to be effective for local governments is “Lean” process review – a system for identifying and removing or reducing the non-value added work that can be found in virtually any business process. You can learn more about Lean at [www.gfoaconsulting.org/lean](http://www.gfoaconsulting.org/lean).

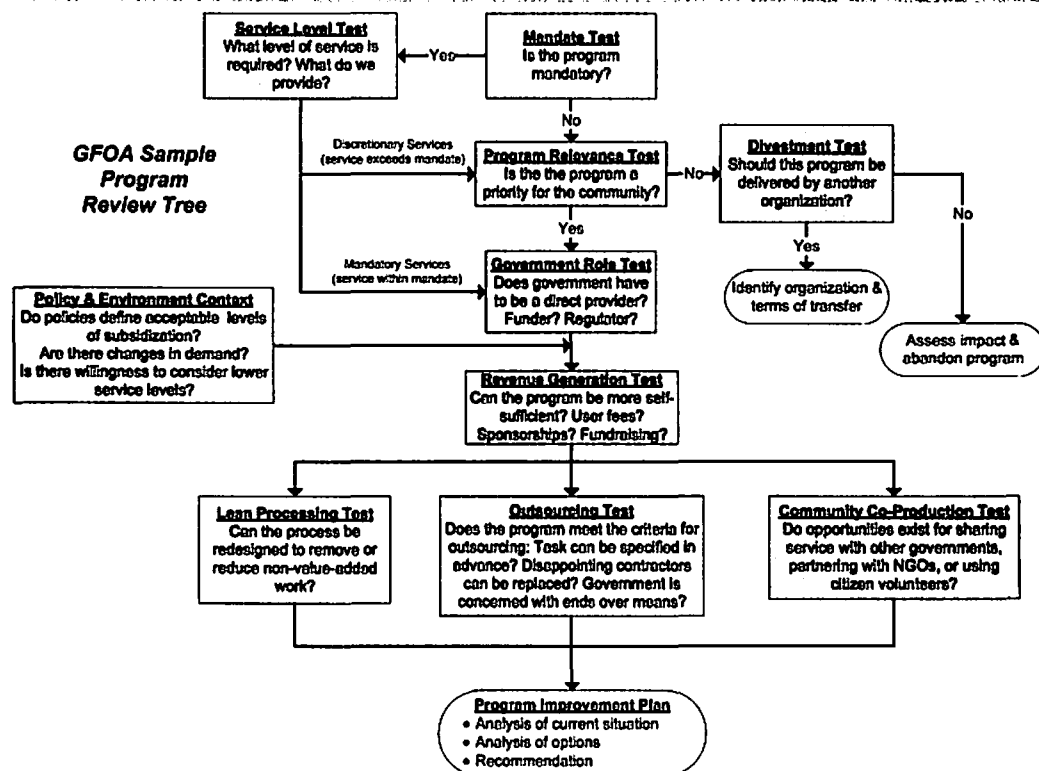
Business process improvement can also be incorporated into a more comprehensive approach to reviewing program efficiency. Exhibit 7 (on the following page) provides a sample program review decision tree that is inspired by work from the City of Toronto, Ontario. As the exhibit

shows, a program is subjected to a series of tests to see if it is being provided efficiently. For example, can the service be shared with other governments? Can greater cost recovery be achieved through fees or fund raising? Can the private sector provide the service more efficiently? Can Lean process improvement techniques be applied? Exhibit 7 also shows how the review might be linked to priority-driven budgeting – discretionary services are subject to a relevance test that asks the above questions about each priority program, while non-priority programs go through a divestment test.

Finally, innovation tends to be the exception rather than the rule in the public sector, so the designers of the priority-driven budgeting

process should consider how to encourage new ways of structuring programs or offers to best achieve the government's priority results. Some research argues that innovation is a "discipline, just like strategy, planning, or budgeting."<sup>11</sup> Public managers who want to encourage innovation will need to develop and institutionalize dedicated processes to generate ideas, select the best ones, implement them, and spread the benefits throughout the organization. Along the way, public managers will need to make use of a variety of implementation strategies, including those that rely on the organization's own resources and those that seek to harness resources from outside. Public managers will also have to create an organizational culture that is not just conducive to innovation, but actively encourages and even

**Exhibit 7: Sample Program Review Decision Tree**



demands it. *The Public Innovator's Playbook* describes one approach to encouraging innovation in this kind of systematic way.<sup>12</sup>

**Step 8 Intended Result:** Make sure that those who received allocations are held accountable for producing the results that were promised. Find ways to directly encourage efficiency and innovation.

## Conclusion

Priority-driven budgeting represents a major shift from traditional budgeting methods. A clear understanding of the priority-driven budgeting philosophy should be in place before proceeding down this path, along with a strong level of support – especially from the CEO (whose role is normally to propose the budget) and, ideally, the governing board (whose role is to adopt the budget). Priority-driven budgeting is not a process that is brought in to fix a structural deficit; instead, it becomes the way an organization approaches the resource allocation process. It brings with it an important cultural shift – moving from a focus on spending to a focus on achieving results through the budget process. Priority-driven budgeting should be perceived by all stakeholders as a process that improves decision-making and changes the conversations around what the organization does (programs and services), how effective it is in accomplishing its priority results, and how focused it is on allocating resources to achieve its results. The success of your process design rests on a clear understanding of the principles of priority-

driven budgeting, outlined in the eight steps presented in this paper. A priority-driven budgeting process can be approached in several ways, so keep in mind the major levers and decision points to create a process that works best for your culture and environment, and that embraces the concepts of democratic and substantive legitimacy. The governments that participated in this research show that there are opportunities to introduce flexibility in the process – but keep in mind that with that flexibility comes risk, if changes are made that don't embrace the basic principles of priority-driven budgeting.

Research what other organizations have done and ask them about their long-term success in shifting to the “new normal” in local government budgeting. Understand that priority-driven budgeting is a process that will evolve and improve over time – don't expect perfection in the first year. Engage outside help where needed to design the process, develop successful communication plans, incorporate citizen involvement, and institute a process. Enjoy new conversations that were not possible before, and embrace the transparency in decision-making that accompanies the priority-driven budgeting process. As your organization adapts to the new normal, the process will guide decision-makers in making resource allocations that fund the programs that are most highly valued by the organization and, more importantly, by the citizens who depend on those programs and services for their well being, comfort, and expected quality of life.

## Appendix 1: Building a Program Inventory

### Introduction

Financial constraints have forced many governments to take a hard look at the services they offer. A fundamental step is to inventory all the service programs a government offers. A program inventory clarifies the breadth of services provided and, ideally, highlights key characteristics of each program (e.g., the full cost of providing the program and the level of revenues that program directly generates to support its operations). The inventory provides the basis for discussion about the services that should be provided.

### Steps to Take

1. Define your objectives and goals for the program inventory. Identifying a program is as much art as it is science – an inescapable amount of subjectivity is involved. Therefore, to make judgments as effectively as possible, make sure you are clear on why you are developing a program inventory. Some of the potential purposes are:
  - Understanding the complete scope of services government provides.
  - Communicating the scope of services to the public in a format that is easy to understand and can be digested by the average citizen (i.e., not too detailed).
2. Decide what information the program inventory should contain, in addition to the basic description of the program. Options to consider include:
  - Drawing distinctions between the results (that matter to citizens) provided by different programs. To achieve this, programs cannot be too large or vague.
  - Beginning to show the true cost of doing business by describing what government does on a meaningful level, and then identifying costs for those programs.
  - Laying the groundwork for priority-driven budgeting, where programs receive budget allocations based on their contributions to the government's priority objectives.
  - Laying the groundwork for program review, where programs are subjected to efficiency tests to determine if the service delivery method employed is optimal.

### Program Costing Tips

Precise costs for each program might not be achievable without a great deal of work (or a new financial management system). For purposes of priority-driven budgeting, accessible and widely used cost allocation methodologies allow for relatively accurate costing of each program is possible. If you have a formal cost allocation plan, this would be the best place to start assigning program costs. Otherwise, start with direct costs. Remove any one-time costs (e.g., capital) to make sure you are capturing only ongoing expenditures related to a given program. However, you can assign the operating and maintenance costs of the assets employed by a program to the direct costs, if doing so is logical and consistent with the way these costs are being handled for other programs.

Cost allocation plans may be the most cost effective way to produce a reliable overhead allocation figure. In the inventory document, displaying the overhead costs separately from the direct costs can provide flexibility to those who use the information.

In making the transition from department or division budgets to program costs, use an allocation method that is intuitive and therefore would enjoy legitimacy among the users of the costing system (e.g., the number of FTEs or percentage of employee time devoted to a program). Whatever the allocation methodology, the finance or budget staff needs to be able to prepare a reconciliation.

cost recovery for a given service. Full costing is especially important if the government envisions eventually going to a priority-driven budget process.

- Alignment with strategic goals. Knowing how programs contribute to priority goals enables organizations to develop more strategic cutback strategies.
  - Service level. Describe the level of services provided to the public. If service is being provided at a premium level, perhaps service levels can be lowered to reduce costs.
  - Mandate review. List and clearly define any mandates a program is subject to. Then review the current service level against the mandate requirements. Perhaps the service level being provided is higher than what the mandate requires.
  - Demand changes. Is demand for a service going up or down? If demand is going down, perhaps the program can be cut back and resources shifted elsewhere. If demand is going up, steps can be taken to manage demand. For example, perhaps means testing can be applied to a social services program.
  - Support from program revenues. Describe the extent to which the program is supported by its own user fees, grants, or intergovernmental revenues. Is there an opportunity to achieve greater coverage of the full costs of the program?
3. **Develop forms and templates.** Create tools departments can use to describe their programs in a manner that is consistent and that captures the information needed to fulfill the purpose of the inventory. Consider testing the forms and templates with one or two departments and then distributing them to a wider group. Also consider providing training and an official point of contact for questions.
4. **Differentiate programs from functions.** Departments or divisions (i.e., public health, courts, public works, sheriff) are often described as functions or nouns. These are not programs, which are more often described

with verbs – programs are action-oriented. For example, programs in a sheriff's office might include crime investigations, detentions, and court security. However, programs should not be described in terms of overly detailed tasks. For instance, "supplying a bailiff for court rooms" is a task within the court security program, not a program itself.

5. **Find the right level of detail.** A program is a set of related activities intended to produce a desired result. When constructing a program inventory, it can sometimes be challenging to find the right level of detail. If a program is too big or encompasses too much, it will not provide sufficient information – that is, it will be very difficult to describe the precise value the program creates for the public or to use program cost information in decision making. However, if program definitions are too small, decision makers can become overwhelmed with detail and be unable to see the big picture. In addition, tracking program costs for very small programs is generally not cost-effective.

Generally speaking, if a program equates to 10 percent or more of the total expenditures of the fund in which it is accounted for, then the program should probably be broken down into smaller pieces. And if a program equates to 1 percent or less of total expenditures, or to \$100,000 or less, it is probably too small and should be combined with others. This is just a guideline – there could be valid reasons for going outside of these parameters. For example, a small program could be much more important than its cost suggests. Here are some other points that have proven helpful in identifying programs:

- A program is a group of people working together to deliver a discrete service to identifiable users.
- A program groups all tasks that a customer of that program would receive and does not break one program or service into multiple items based on tasks.

- As far as possible, a program is individual – a program with its own name, customers, and staff team. Each program stands alone and is distinct from like programs in a similar service area.
- Programs that are handled by less than 1 FTE

- are combined with other existing programs.
- A program uses an existing name that is familiar to customers and staff, and/or it uses a name that could stand on its own and would be understandable to the average reader.

## Examples of Program Inventories

### Sample Health and Environment Programs

Environmental Planning  
 Air Quality Control  
 Water Quality  
 Ambulance Licensing  
 EIP FoodNet  
 Compliance & Community Safety  
 Vital Statistics  
 Immunization Grant  
 Emergency Preparedness Response  
 Non-grant Immunization  
 Sexually Transmitted Disease (STD)  
 Food Protection  
 Cities Readiness Initiative  
 Zoonosis  
 Cancer Control Initiative  
 Communicable Disease  
 Early Periodic Screening, Diagnosis and Treatment  
 Radon  
 Health Care Program for Children with Special Needs  
 Women, Infants, and Children  
 Special Needs Nutrition Services  
 Family Planning  
 Recreation  
 Maternal & Child Health Block Grant  
 Prenatal Plus  
 Housing & Institutions  
 Adult Substance Abuse Counseling  
 Fetal Alcohol Syndrome  
 Youth Substance Abuse Counseling  
 HIV Counseling & Testing  
 Nurse Home Visitor  
 Specialized Women's Services  
 Tobacco Cessation  
 Nutrition Services  
 Adult Health  
 Home Visit/Maternity  
 International Travel Clinic  
 Heart Wise Grant  
 Health Education  
 Healthy Wheat Ridge  
 Public Health Communications  
 Home Visit/Children

### Sample Sherriff Programs

Traffic  
 Patrol Precincts  
 Emergency Management  
 Transportation  
 Court Security  
 Work Release  
 Inmate Food/Medical Service  
 Civil/Fugitive/Warrants  
 Records  
 Dispatch (Communications Center)  
 Academy  
 Executive  
 Directed Operations (DOU)  
 Critical Incident Response  
 Radio Maintenance  
 Grants Coordinator  
 West Metro Drug Task Force  
 Crimes Against Children  
 Crimes Against Persons  
 Victim Services  
 Training and Recruiting  
 Patrol Administration  
 Criminalistics  
 Detentions Administration  
 Crimes Against Property  
 Special Investigations  
 Support  
 Laundry/Custodial  
 Inmate Worker Program  
 School Resource Officers (SROs)  
 Operations/Booking  
 Animal Control  
 Inmate Welfare  
 Evidence  
 Accreditation  
 Crime Analysis  
 Investigations Administration  
 Professional Standards  
 Internal Affairs  
 Staff Inspection  
 Volunteer Programs  
 Community Relations

## Notes

- 1 The concept of incremental budgeting was developed by Aaron Wildavsky. See, for example: Aaron Wildavsky, *The Politics of the Budgetary Process* (Boston: Little, Brown, 1964).
- 2 Robert Behn discusses the shortcomings of incremental budgeting in a cutback environment in the following article: Robert D. Behn, "Cutback Budgeting," *Journal of Policy Analysis and Management*, Vol. 4, No. 2 (Winter, 1985).
- 3 Priority-driven budgeting is also known as "budgeting for results" and "budgeting for outcomes," although the latter is used to describe a specific method of priority-driven budgeting.
- 4 Personal interviews were conducted with the managers who led priority-driven budgeting at these entities.
- 5 Behn.
- 6 Mark Moore emphasizes that these two sources of legitimacy are essential to making any big public policy change. Mark Moore, *Creating Public Value* (Boston: Harvard University Press, 1997).
- 7 Diagram inspired by Eva Elmer and Christopher Morrill, "Budgeting for Outcomes in Savannah," *Government Finance Review*, April 2010.
- 8 Budgeting for outcomes was the subject of *The Price Of Government: Getting the Results We Need in an Age of Permanent Fiscal Crisis* by David Osborne and Peter Hutchinson (New York: Basic Books, 2004).
- 9 Robert S. Kaplan and David P. Norton, *Strategy Maps: Converting Intangible Assets into Tangible Outcomes* (Boston: Harvard Business Press, 2004).
- 10 Peter Block, *Community: The Structure of Belonging* (San Francisco: Berrett-Koehler Publishers, 2008).
- 11 William D. Eggers and Shalabh Kumar Singh, *The Public Innovator's Playbook: Nurturing Bold Ideas in Government* (New York: Deloitte, 2009).
- 12 Eggers and Singh.