

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

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural Classification:

Property located at 3110 Erie Ave.

BEING PART OF THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 21, T. 15 N., R. 23 E. THENCE N 89°21'49" E ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 21, 532.66' TO THE NW CORNER OF LOT 3 OF A C.S.M. RECORDED IN VOL. 24, PG. 244 OF CERTIFIED SURVEYS, SAID NW CORNER ALSO BEING THE POINT OF BEGINNING. THENCE S 00°34'27" W ALONG THE WEST LINE OF SAID LOT 3 464.38' TO THE SW CORNER OF SAID LOT 3, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF ERIE AVENUE. THENCE S 84°31'52" W ALONG SAID NORTH R/W LINE 39.74', THENCE S 85°07'52" W ALONG SAID NORTH R/W LINE 470.39' TO THE EAST R/W LINE OF N. TAYLOR DRIVE. THENCE FOLLOWING ALONG N. TAYLOR DRIVE IN AN NORTHERLY DIRECTION OVERALL THE FOLLOWING BEARINGS AND DISTANCES -

N 19°36'35" W - 383.19'  
S 89°21'35" W - 37.33'  
N 00°29'11" E - 92.07  
N 13°56'28" W - 160.99'  
N 20°11'18" W - 53.73'  
N 07°40'07" W - 105.76

TO THE INTERSECTION OF EAST R/W LINE OF SAID N. TAYLOR DRIVE AND THE SOUTH PROPERTY LINE OF THE SHEBOYGAN WATER RESERVOIR PROPERTY, THENCE S 89°21'48" E 335.03', THENCE N 00°42'39" E 329.74', THENCE N 89°21'40" 325.19' TO THE EAST R/W LINE OF N. TAYLOR DRIVE, THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT 10.98', WITH A RADIUS OF 508.46' AND A CHORD WHICH BEARS N 19°17'33" E 10.98', THENCE N 19°54'39" E ALONG SAID EAST R/W LINE 77.14' TO THE SOUTH R/W LINE OF SOUTH FRONTAGE ROAD, THENCE N 76°12'53" E ALONG SAID SOUTH R/W LINE 200.66', THENCE S 89°38'07" E ALONG SAID SOUTH R/W LINE 306.87' TO A POINT ON THE WEST LINE OF TRACT 1 OF A C.S.M. RECORDED IN VOL. 5, PG. 113 OF CERTIFIED SURVEYS, THENCE S 00°45'07"W ALONG SAID WEST LINE 133.11' TO THE SW CORNER OF SAID TRACT 1, THENCE S 89°13'53" E ALONG THE SOUTH LINE OF SAID TRACT 1, 211.49' TO THE NW CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 24, PG. 244 OF CERTIFIED SURVEYS, THENCE S 00°34'27" W ALONG THE WEST LINE OF SAID C.S.M. 578.50' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 679,810.32 SQ. FT. OR 15.61 ACRES.

All interested persons will now be heard.

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., February 15, 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 SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural Classification:

Property located at 3110 Erie Ave.

BEING PART OF THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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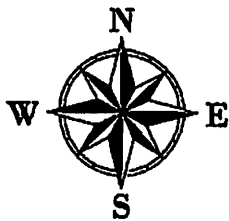
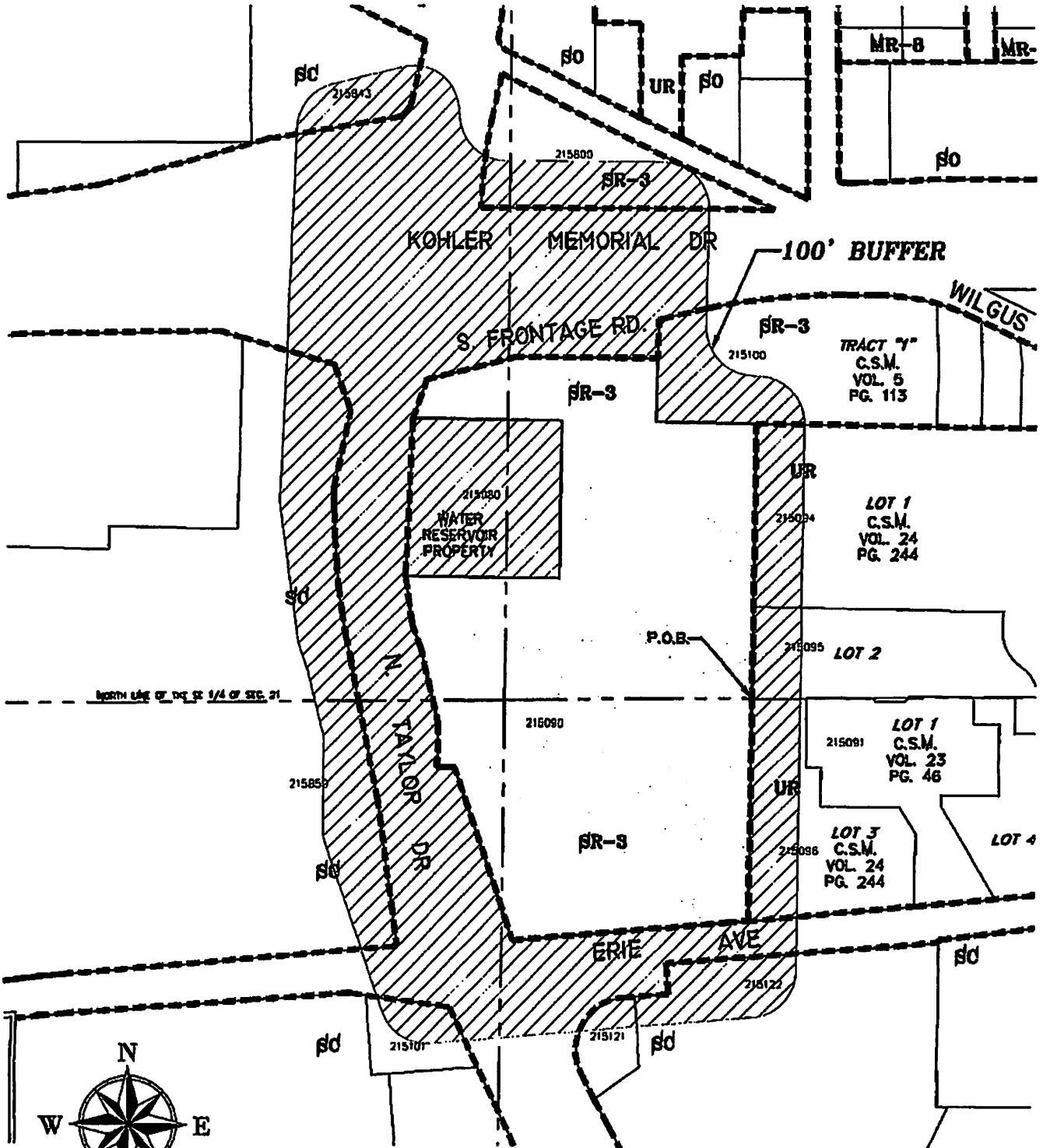
SUSAN RICHARDS  
City Clerk

# PROPOSED ZONING CHANGE

## FROM SR-3 TO RA-35

SECTION 21, T. 15 N., R. 23 E.

FOR LEGAL DESCRIPTION - SEE PAGE 2



**PROPOSED ZONING CHANGE  
FROM SR-3 TO RA-35  
SECTION 21, T. 15 N., R. 23 E.**

FOR PARCEL MAP - SEE PAGE 1

BEING PART OF THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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February 5, 2016

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., February 15, 2016, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of property located at 3110 Erie Ave. from Class SR-3 Suburban Residential to Class RA-35 Rural Agricultural Classification:

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CITY CLERK'S OFFICE

CITY HALL  
SUITE 100  
828 CENTER AVE.  
SHEBOYGAN, WI  
53081-4442

920/459-3361  
FAX 920/459-2917

WEB: CI.SHEBOYGAN.WI.US

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All interested persons will now be heard.

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

Yours very truly,

SUSAN RICHARDS  
City Clerk

JOS SCHMITT & SONS CONST CO INC	JOS SCHMITT & SONS CONST CO INC		2104 UNION AVE
LUTHERAN CHURCH OF OUR CITY OF SHEBOYGAN	LUTHERAN CHURCH OF OUR CITY OF SHEBOYGAN	REDEEMER	3027 WILGUS AVE 828 CENTER AVE
KENSINGTON MANAGEMENT, PLANKVIEW GREEN DEVELOPMENT LLC STEPHANIE	KENSINGTON MANAGEMENT, PLANKVIEW GREEN DEVELOPMENT LLC	INC.	7915 KENSINGTON CT
MARIUCCI, LLC	MARIUCCI, LLC	%LINDERT, STEPHANIE	100 E WISCONSIN AVE STE 2000
GATEWAY MONROE INC ATTN: M&T BANK (NYC)	GATEWAY MONROE INC	%CORELOGIC TAX SERV ATTN: M&T BANK (NYC)	3273 N SHEPARD AVE PO BOX 961009
TAYLOR PARK SENIOR APARTMENTS	TAYLOR PARK SENIOR APARTMENTS		345 SAINT PETER ST STE 1600
BOARD OF WATER COMM	BOARD OF WATER COMM	CITY OF SHEBOYGAN	PO BOX 956
JOS SCHMITT & SONS CONST CO INC	JOS SCHMITT & SONS CONST CO INC		2104 UNION AVE

*8 mailed  
on Feb-5th*

SHEBOYGAN	WI	53081-5560
SHEBOYGAN	WI	53081-3692
SHEBOYGAN	WI	53081-4442
BRIGHTON	MI	48116-8561
MILWAUKEE	WI	53202-4130
MILWAUKEE	WI	53211-3137
FORT WORTH	TX	76161-0009
SAINT PAUL	MN	55102-1401
SHEBOYGAN	WI	53082-0956
SHEBOYGAN	WI	53081-5560

II

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting an application for a Private Well Permit for Larry P. Roberts, 4165 S. 14<sup>th</sup> St., Sheboygan WI.

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City Clerk

APPLICATION FOR PRIVATE WELL PERMIT

Sheboygan, Wisconsin

Original Application Date: 10/29/2015

Parcel: 460217

1. Location of Structure 4165 S. 14TH ST.

2. Owner ROBERTS, LARRY P. Phone 920-458-2147

Address 4165 S. 14TH ST. SHEBOYGAN, WI 53081-7819

1. Is property served by public water system? Yes X No     

2. Well and pump installation must meet the requirements of Chapter NR 112, Wisconsin Administrative Code, and a letter from a licensed well and pump installer must accompany the application, which provides that the well meets the requirements of NR 112, Wisconsin Administrative Code.

3. List proposed use of well: Outside Lawn faucets

4. Duration of permit requested (not to exceed 5 years): 2020

Note: Report indicating well produces safe water as evidenced by one (1) sampling must accompany the application.

The Applicant recognizes the following:

- 1. The granting of this permit does not mean that the City has determined that the well or water taken from it are safe or in conformity with any rules or regulations thereon.
- 2. The City is not responsible for the maintenance of the well or for informing the owner of new or existing regulations pertaining thereto.
- 3. The City assumes no responsibility in regards to monitoring water taken from it.
- 4. This Well Operation Permit is only valid for five (5) years from its being granted, except as provided for above.

THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SPECIFIED ABOVE.

Brenda J Roberts  
Applicant's Signature

Date: 10/29/15

DATE CITY PLUMBING INSPECTOR INSPECTED TO VERIFY NO CROSS CONNECTION BETWEEN PIPING OF THE PUBLIC WATER SYSTEM AND THE PRIVATE WELL.

Scott  
Plumbing Inspector

Date: 10/29/15

DATE PRESENTED TO THE COMMON COUNCIL:           /    /

APPROVED:                      DENIED:

**Property Transfer Well(s) and Pressure System(s) Inspection**  
 Form 3300-221 (R 10/14)

**Notice:** Pursuant to ch. 280, Wis. Stats., and ch. NR 812, Wis. Adm. Code, this form shall be used to document any well and pressure system inspection conducted as part of a property transfer. Inspections are voluntary, and well owners are not required to bring systems into compliance as a result of the inspection. Inspectors must provide the completed form to the requester of the inspection. Do not send forms to DNR.

**Contact Information**

Inspection Requested By <b>Larry Roberts</b>		Telephone Number <b>920-946-7292</b>	
Mailing Address <b>4165 South 14th Street</b>	City <b>Sheboygan</b>	State <b>WI</b>	ZIP Code <b>53081</b>
Owner's Name <b>Larrys Roberts</b>		Telephone Number <b>920-946-7292</b>	
Mailing Address <b>4165 South 14th Street</b>	City <b>Sheboygan</b>	State <b>WI</b>	ZIP Code <b>53081</b>

**Property Location**

County of Water System Location <b>Sheboygan</b>	Grid or Street Address or Road Name and Number (if available) <b>4165 South 14th Street</b>	City <b>Sheboygan</b>	ZIP Code <b>53081</b>
Township <b>Town of Wilson</b>	Gov't Lot # $\frac{1}{4}$ <b>NE of the</b>	$\frac{1}{4}$ Section <b>SE 3</b>	Town Range E/W <b>14N 23 E</b>

**Known Noncomplying Features**

Identified noncomplying features are noted below with a check mark.

- |  |  |
|--|--|
| 1. <input type="checkbox"/> Unused Well Should be Filled and Sealed                                    | 14. <input type="checkbox"/> Hand Pump   |
| 2. <input type="checkbox"/> Stovepipe or Thin-Walled Casing  | 15. <input type="checkbox"/> Offset Pump or Piping Height < 12" Above Floor  |
| 3. <input type="checkbox"/> Dug Well   | 16. <input type="checkbox"/> Yard Hydrant  |
| 4. <input type="checkbox"/> Unprotected Buried Suction Line  | 17. <input type="checkbox"/> Materials for Pump and Supply Piping  |
| 5. <input type="checkbox"/> Alcove (Subsurface Pumproom) or Pit  | 18. <input type="checkbox"/> Flowing Well Installation   |
| 6. <input type="checkbox"/> Non-Walkout Basement or Below-Grade Crawl Space Well                       | 19. <input type="checkbox"/> Check Valve Location  |
| 7. <input type="checkbox"/> Poor Casing Condition (Badly Corroded or Cracked)                          | 20. <input type="checkbox"/> Well Cap or Seal  |
| 8. <input type="checkbox"/> Contaminant Source less than minimum separation distance from well: _____  | 21. <input type="checkbox"/> Casing Height   |
| 9. <input type="checkbox"/> Well in Floodway or Flood Fringe   | 22. <input type="checkbox"/> Electrical Wires Not Properly Enclosed in Conduit   |
| 10. <input type="checkbox"/> Well at Risk from Localized Flooding                                      | 23. <input type="checkbox"/> Sample Faucet is Missing or Incorrect   |
| 11. <input type="checkbox"/> Cross-Connection  | 24. <input type="checkbox"/> Casing less than 6" in diameter for a well in limestone, dolomite, shale, quartz or granite |
| 12. <input type="checkbox"/> Driven Point Well (installed after 1-31-1991) without construction report | 25. <input type="checkbox"/> Health/Safety Hazard  |
| 13. <input type="checkbox"/> Nonpressure Conduit   |  |

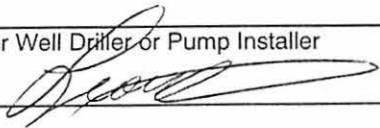
**Comments**

- |   |  |
|---|--|
| <input type="checkbox"/> Pre-1991 Driven Point Pipe Depth < 25 feet                     | <input type="checkbox"/> Inaccessible or Difficult Location for Future Well Work |
| <input checked="" type="checkbox"/> Well Construction Report Not on File or Unlocatable | <input type="checkbox"/> Inaccessible or Difficult Location for Future Pump Work |
| <input type="checkbox"/> Well Located in Special Well Casing Depth Area                 | <input type="checkbox"/> Non-Vermin-Proof Well Cap or Well Seal                  |
| <input type="checkbox"/> Pre-1979 Two-Wire Submersible Pump                             | <input type="checkbox"/> Other:  |
| <input type="checkbox"/> Evidence of Some Corrosion on Well Casing Pipe                 |  |

Based on my personal inspection of the real property, the well(s) and pressure system(s):  **Complies** with Wis. Adm. Code.  **Does not comply**

More comprehensive or additional research is needed regarding:  
 an unused well  floodways/floodplains  contaminant sources  other:

This form lists the visible conditions of the well(s) and pressure system(s) on the property at the time of inspection and does not imply or give any guarantee.

Signature of Licensed Water Well Driller or Pump Installer <b>Leonard Schwinn</b> 	Individual License # <b>4649</b>	Date <b>08-21-15</b>	Telephone Number <b>920-565-2131</b>
--	-------------------------------------	-------------------------	---



1990 Prospect Ct., Appleton, WI 54914 \* 800-801-7590

SIXEL & SCHWINN, INC.  
 N7677 RANGELINE RD  
 HOWARDS GROVE, WI 53083

Home Owner LARRY ROBERTS  
 Well ID/Address 4165 S 14TH ST  
 Well City SHEBOYGAN, WI 53081  
 Sample Location PRESSURE TANK  
 Lab # 393173  
 Collected By/Date LEONARD S 9/17/2015

Report Date 22-Sep-15

Analyte	Result	Units	LOD	LOQ	Dil	Dig	Date	Run Date	Mthd	Analyst	QC Code
Inorganic											
General											
<b>Nitrate Nitrogen</b>	<b>None Detected</b>	mg/l	0.1	0.31	1		9/21/2015	4500F	KF		1
<p>NITRATE (as NO<sub>3</sub>+NO<sub>2</sub>)...A small amount of nitrate may be natural; however, elevated levels are an indication of nutrients entering the groundwater due to human activity. The maximum contaminant level set by the EPA is 10 mg/L (part per million).</p>											
Metals											
<b>Arsenic, Total</b>	<b>8.9</b>	ug/l	0.6	1.8	1		9/21/2015	3113B	ER		1
<p>(as total As) Elevated arsenic levels are believed to cause skin cancer, and blood and nervous system disorders. The EPA and the WI DNR consider levels above 10 ug/L (parts per billion) in drinking water harmful.</p>											
Organic											
Coliform and E-coli Bacteria											
<b>Coliform</b>	<b>None Detected</b>	mpn	1	1	1		9/19/2015	9223B	ER		1
<p>COLIFORM BACTERIA...Coliform bacteria are very common in the open environment. They can be found in the soil and in surface water. However, any detection of coliform bacteria colonies in drinking water is unnatural.</p> <p>RESULT - Coliform bacteria were ABSENT in this sample. No Coliform bacteria were found in this sample. NOTE: The absence of bacteria does not necessarily mean that other pollutants are not present in the water. If you are concerned about other contaminants, further testing will be necessary.</p>											
<b>E-coli</b>	<b>None Detected</b>	mpn	1	1	1		9/19/2015	9223B	ER		1
<p>E-COLI BACTERIA - Found in human and animal waste. The presence of E-coli is an indication of septic contamination, barnyard runoff, or another direct source of waste entering the drinking water system.</p> <p>RESULT- ABSENT - No E-coli bacteria were detected in this sample.</p>											

LOD Limit of Detection

None Detected = Result was less than the LOD

LOQ Limit of Quantitation

Code

Comment

1

All laboratory QC requirements were met for this sample.

Laboratory Director

Please visit our website at [www.cleanwatertesting.com](http://www.cleanwatertesting.com)

III

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting various license applications ALREADY ISSUED.

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

TEMPORARY CLASS "B" LICENSE

No.    Name

Address

3167 St. Clement's Church

522 New York Ave. - one-day event held  
2/6/16 at 2133 N. 22<sup>nd</sup> St. - St.  
Dominics Gymnasium.

*Consent*

**VI**

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

Your Committee to whom was referred R. C. No. 345-14-15 by Finance and R. O. No. 89-15-16 by the City Clerk submitting a Summons and Complaint in the matter of the Town of Sheboygan v the City of Sheboygan; 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

**VI**

6.7

R. C. No. 345- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 89-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the Town of Sheboygan v. the City of Sheboygan; recommends that the document be referred to the new Common Council.

*Refer to  
new Council  
(Finance)  
File*

*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

3.5

R. O. No. 89 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Summons and Complaint in the matter of the Town of Sheboygan v. the City of Sheboygan.

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

*Finance*

d. ca

H

Handwritten text, possibly a signature or name, appearing as "Handwritten text" in a cursive script.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

**TOWN OF SHEBOYGAN**

a public body corporate  
and politic,  
1512 North 40<sup>th</sup> Street  
Sheboygan, WI 53081

Plaintiff

Code #30703 Unclassified

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

v.

Case No. **14CV0434**

**CITY OF SHEBOYGAN**

a municipal corporation,  
828 Center Avenue  
Sheboygan, WI 53081

Defendant

SHEBOYGAN  
WISCONSIN  
14 JUL -7 P 2:21

CLERK CIRCUIT COURT  
FILED

**SUMMONS**

THE STATE OF WISCONSIN, To each person named above as a defendant:

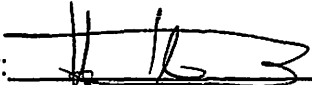
YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

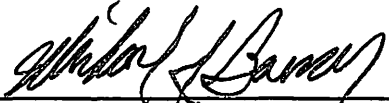
Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin, 53081, and to plaintiff's attorneys, Herbert C. Humke III and Michael J. Bauer, whose address is HOPP NEUMANN HUMKE LLP., 2124 Kohler Memorial Drive, Suite 110, Sheboygan, Wisconsin 53081. 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 3<sup>rd</sup> day of July, 2014.

**HOPP NEUMANN HUMKE LLP**  
Attorneys for the Plaintiff

By:   
Herbert C. Humke III  
State Bar No. 1023226

By:   
Michael J. Bauer  
State Bar No. 1012261

Mailing address:

HOPP NEUMANN HUMKE LLP  
2124 Kohler Memorial Drive  
Suite 110  
Sheboygan, WI 5 3081  
Telephone: (920) 457-8400  
Facsimile: (920) 457-8411

R:\CLIENT\08272\00049\00076867.DOCX

**TOWN OF SHEBOYGAN**  
a public body corporate  
and politic,  
1512 North 40<sup>th</sup> Street  
Sheboygan, WI 53081

Code #30703 Unclassified

Plaintiff

v.

Case No. **14CV0434**

**CITY OF SHEBOYGAN**  
a municipal corporation,  
828 Center Avenue  
Sheboygan, WI 53081

Defendant

SHEBOYGAN COUNTY  
WISCONSIN  
14 JUL -7 P2:21  
CLERK CIRCUIT COURT  
FILED

**COMPLAINT**

Plaintiff, by its attorneys, **HOPP NEUMANN HUMKE LLP**, by **Herbert C. Humke III** and **Michael J. Bauer**, alleges and states as follows:

1. The plaintiff, **TOWN OF SHEBOYGAN**, hereinafter referred to as "**Town**" is a body corporate and politic, with its offices located at 1512 North 40<sup>th</sup> Street, Sheboygan, WI 53081.
2. The defendant, **CITY OF SHEBOYGAN**, hereinafter referred to as "**City**" is a municipal corporation, with its offices located at 828 Center Avenue, Sheboygan, WI 53081.
3. On April 14, 2014, an ordinance annexing a certain territory from the **Town** to the **City** was passed by the Common Council of the City of Sheboygan, Wisconsin.
4. The ordinance, a copy of which is attached hereto marked Exhibit A and incorporated herein, identifies the annexed territory by legal description.
5. The Town Board of the Town of Sheboygan has authorized the commencement of this action contesting the annexation of the subject territory by the **City**.

**FIRST CAUSE OF ACTION: THE ANNEXATION VIOLATES THE "RULE OF REASON"**

6. Plaintiff realleges and reincorporates by reference paragraphs 1-5 above.
7. The annexed territory was conveyed to the **City** as a gift subject to certain restrictive covenants by the Hayssen Family Foundation, hereinafter referred to as "**Hayssen**,"

by virtue of a quit claim deed recorded September 24, 1987, a copy of which deed is attached hereto marked Exhibit B and incorporated herein.

8. The restrictive covenants set forth in the recorded quit claim deed provide, in relevant part, that the subject property conveyed by gift to the **City** shall be used by the **City** as an industrial park, with no more than 15 acres to be used for non-industrial purposes, and in the event the covenants are breached, the property shall revert to the grantor.

9. Upon information and belief, the **City** has breached the restrictive covenants, insofar as the **City** has failed to develop the subject territory as an industrial park, and the territory has remained unimproved agricultural farm land since its conveyance by **Hayssen** to the **City** in 1987.

10. The **City** has no current use or future need for the subject territory.

**SECOND CAUSE OF ACTION: VIOLATION OF  
WIS. STAT. § 66.0223**

11. Plaintiff realleges and reincorporates by reference paragraphs 1-10 above.


12. The territory annexed by the **City** is not contiguous to or lying near the City of Sheboygan, in violation of Wis. Stat. § 66.0223, and in fact, the annexed territory lies a distance of 1.42 miles from the City of Sheboygan at its closest point as identified on the survey map attached hereto, marked Exhibit C and incorporated herein.

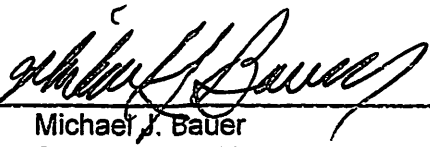
WHEREFORE, plaintiff demands judgment against the defendant as follows:

- A. For a declaration by the Court that the annexation ordinance (Gen. Ord. 62-13-14) adopted by the Common Council of the City of Sheboygan on the 14<sup>th</sup> day of April, 2014, is void and has no force and effect against the subject territory herein described, and that the Town of Sheboygan shall continue municipal jurisdiction over said territory.
- B. For costs and disbursements of this action.
- C. For such other and further relief as is just and equitable.

Dated this 3<sup>rd</sup> day of July, 2014.

**HOPP NEUMANN HUMKE LLP**  
Attorneys for the Plaintiff

By:   
\_\_\_\_\_  
Herbert C. Humke III  
State Bar No. 1023226

By:   
Michael J. Bauer  
State Bar No. 1012261

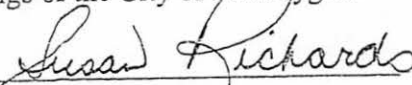
**Mailing address:**

**HOPP NEUMANN HUMKE LLP  
2124 Kohler Memorial Drive  
Suite 110  
Sheboygan, WI 5 3081  
Telephone: (920) 457-8400  
Facsimile: (920) 457-8411**

**R:\CLIENT\08272\00049\00076859.DOCX**

OFFICE OF THE CITY CLERK  
Sheboygan, Wisconsin  
CITY HALL

I hereby certify that this is a true copy of a  
document from the Common Council  
proceedings of the City of Sheboygan.

  
City Clerk

Gen. Ord. No. 62-13-14. By Alderperson Hammond. April 2, 2014.

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

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

Section 1. Territory Annexed. In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying near to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

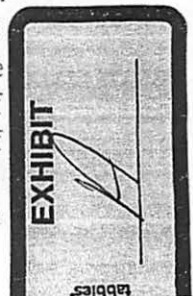
The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

-ALSO-

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

The East three-eighths of the West one-half of the Northeast Quarter (E3/8 W1/2 NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E., thence South 89°56'19" W. along the North line of the NE1/4 said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW1/4 NE1/4 said Section 6, also being point of beginning, thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE1/4 said Section 6 a distance of 243.05 feet; thence South 0°56'25" W. a distance of 889.40 feet to a one inch pipe set; thence North 89°56'19" E. a distance of 265.45 feet to a one inch iron pipe set on the East line of the NW1/4 NE1/4 said Section 6, thence North 0°30'12" W. along the E. line of the NW1/4 NE1/4 said Section 6, a



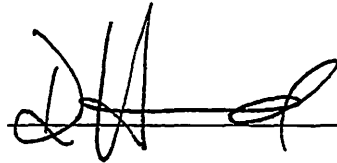
distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

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

Section 3. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 4. This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the secretary of state of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City.

Section 5. The territory described in Section 1 of this ordinance is hereby made a part of the 30th Ward, 1st Aldermanic District, 11th Supervisory District, 27th Assembly District and the 9th Senatorial District.



---

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 14th day of April, 2014.

Dated April 17 2014. Susan Richards, City Clerk  
Approved April 17 2014. Michael J. Sautter, Mayor

Proceedings Published April 23, 2014.

Ordinances Published April 23, 2014.

Certified April 21 2014 to Plumbing Insp.; Police Dept.; Eng.; Assessor; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Library; City Dev.; Bldg. Insp.; Supt. of Streets/MSB; Transit; Victor/Eng.; DPW; Atty.; Deputy City Clerk; SBC; Sheb. Cty. Clerk; Supt. of Assessments; Alliant; WPS; Water Ut.; Real Property; Supt. of Schools; Sec. of State; Reg. of Deeds; Charter Cable; Ord. Book; City Clerk; Fire Chief; Police Chief; Sheb. Cty. Sheriff; Town of Sheboygan

HAYSSEN FAMILY FOUNDATION, INC., a Wisconsin Corporation
quit-claims to CITY OF SHEBOYGAN, WISCONSIN, a Municipal Corporation
the following described real estate in Sheboygan County, State of Wisconsin:

REGISTER'S OFFICE SHEBOYGAN COUNTY, WI
Received for Record the 24th day of Sept. A.D. 1987 at 4:22 o'clock P.M., and Recorded in Vol. 1062 of Record on page 936/7
Darlene J. Harris Register

RETURN TO CITY ATTORNEY'S OFFICE

SEP 24 PM 4 22

FEE # 77.25(2)(3) EXEMPT

Tax Parcel No:

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded for record in Volume 7 of Certified Survey Maps on page 209 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

-ALSO-

The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

5568242486 E00006.00

The East three-eighths of the West one-half of the Northeast Quarter (E 3/8 W 1/2 NE 1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E., thence South 89°56'19" W. along the North line of the NE 1/4 said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW 1/4 NE 1/4 said Section 6, also being point of beginning, thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE 1/4 said Section 6 a distance of 243.05 feet; thence South 0°56'25" W. a distance of 889.40 feet to a one inch pipe (Over)

This is not homestead property.

Dated this 20th day of August, 1987

HAYSSEN FAMILY FOUNDATION, INC.

Daniel A. Merkel (SEAL)

Daniel A. Merkel, Secretary

AUTHENTICATION

Signature(s)

authenticated this day of, 19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 708.08, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY CHASE, OLSEN, KLOET & GUNDERSON

By: Alvin R. Kloet

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Sheboygan County, ss.

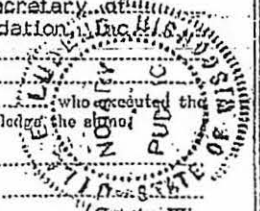
Personally came before me this 20th day of August, 1987 the above named

Daniel A. Merkel, Secretary of Hayssen Family Foundation, Inc.

to me known to be the person who executed the foregoing instrument and acknowledge the same

Jill E. Ludens Notary Public Sheboygan County, Wis.

My Commission is permanent. (If not, state expiration date: April 29, 1990.)



set; thence North 89°56'19" E. a distance of 255.45 feet to a one inch iron pipe set on the East line of the NW¼ NE¼ said Section 6, thence North 0°30'12" W. along the E. line of the NW¼ NE¼ said Section 6, a distance of 889.20 feet to the point of beginning and containing 6.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

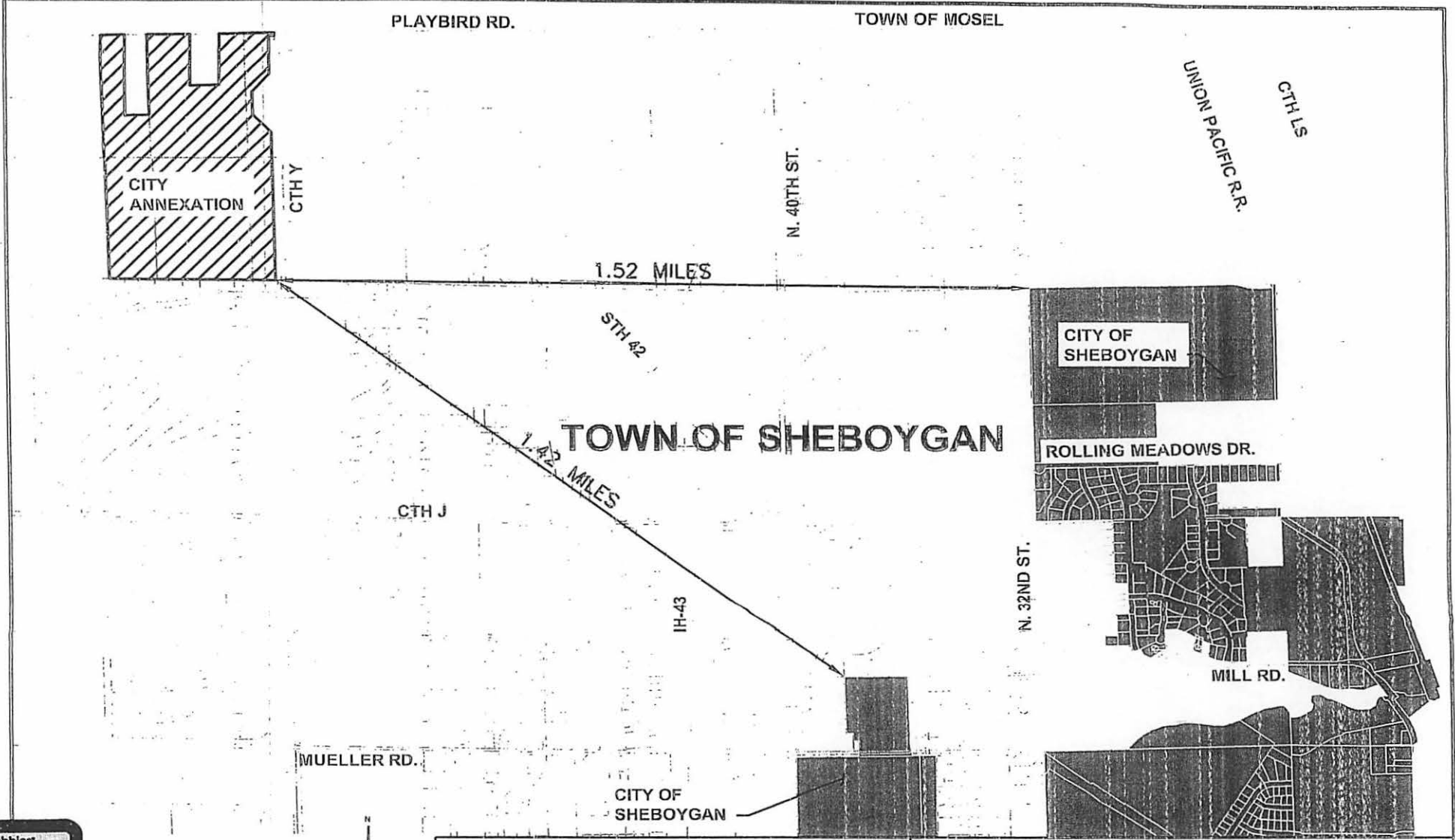
RESTRICTIVE COVENANTS

1. The property conveyed herein as a gift to the City of Sheboygan shall be used by the City of Sheboygan as an industrial park, with no more than 15 acres being utilized for non-industrial use.
2. When the described real estate or any part of it is platted, the plat shall be identified as the William A. Hayssen Industrial Park.
3. Upon acceptance of this Deed, the City of Sheboygan shall identify the property by erecting appropriate sign(s) along public roadways identifying the property as the proposed William A. Hayssen Industrial Park. On platting of the property as the William A. Hayssen Industrial Park, and thereafter, the City shall maintain appropriate sign(s) so identifying the property as the William A. Hayssen Industrial Park.
4. The grantee, as to the real estate as a whole or any part thereof not conveyed to third parties, shall maintain reasonable acceptable landscaping for an Industrial Park.

The above referenced covenants shall be binding upon the grantee herein, its successors and/or assigns. In the event the covenants or any one of them are breached, the real estate described herein shall revert to the grantor, its successors or assigns.

In the event any part of the real estate is conveyed for industrial use and is used as such for a period of one year from date of conveyance, as to that parcel this reversion provision shall terminate.





MUELLER RD.

CITY OF SHEBOYGAN

CITY OF SHEBOYGAN

ROLLING MEADOWS DR.

MILL RD.

N. 32ND ST.

IH-43

CTH J

TOWN OF SHEBOYGAN

1.52 MILES

1.42 MILES

STH 42

N. 40TH ST.

UNION PACIFIC R.R.

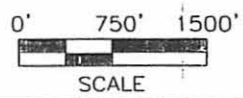
CTH LS

PLAYBIRD RD.

TOWN OF MOSEL

CITY ANNEXATION

CTH Y



PREPARED BY:

**AECOM**

4135 TECHNOLOGY PARKWAY SHEBOYGAN, WI 53083 T 920-458-8711

CITY ANNEXATION  
CITY ORDINANCE NO. 62-13-14

JUNE, 2014  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY, WISCONSIN

60184492



**VI**

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

Your Committee to whom was referred R. O. No. 237-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following Beverage Operator's License be granted upon the application being corrected, and with a warning to include all violations on future applications:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7074	Schepp, Jack B.	W1851 Playbird Rd.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

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

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

IV

II

Other Matters

8.2

R. O. No. 237 - 15 - 16. By CITY CLERK. January 4, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

*Law & Kia.*  
*11/8/16 - grant all lic except hold Baratta, Schepp, Windorski, Shaw*  
*2/1/16 - hold Schepp, Windorski, Shaw*  
*grant Baratta*  
*2/15/16 - deny Windorski and Shaw, grant Schepp*

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

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3164	Las Dos Hermanas	1125 Michigan Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0994	Baratta, Michael E.	1410 New Jersey Ave.
7637	Gerold, Matthew M.	1423A Michigan Ave.
8352	Gerold, Stacy S.	1423A Michigan Ave.
0993	Michel, Daniel J.	607A Huron Ave.
0997	Pierce, Lyle H.	716 Bluff Ave.
7074	Schepp, Jack B.	W1851 Playbird Rd.
0995	Schloss, Matthew M.	2226 N. 6 <sup>th</sup> St.
0857	Windorski, Trista J.	1138 High Ave.

TAXICAB DRIVER LICENSE (NEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0109	Shaw, Troy Allen	1034 Weeden Creek Rd.

TAXICAB DRIVER LICENSE (**RENEW**) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0536	Hendrikse, Randall D.	3746 N. 14 <sup>th</sup> St.
3968	Ramey, Paulette J.	1232 Heermann Ct.
0607	Sharp, Tina Marie	1428 S. 9 <sup>th</sup> St.

**VI**

R. C. No.        - 15 - 16. By PUBLIC PROTECTION AND SAFETY. February 15, 2016.

Your Committee to whom was referred R. O. No. 238-15-16 by the City Clerk submitting a communication from Sheboygan Leadership Academy stating their concerns and opposition to granting waivers for sex offenders to be placed at 1123 N. 14<sup>th</sup> St. TLP; recommends that the document be accepted and placed on file.

*Consent*

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

Committee

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

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

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

II

4.1

R. O. No. 238 15 - 16. By CITY CLERK. January 4, 2016.

Submitting a communication from Sheboygan Leadership Academy stating their concern and opposition to granting waivers for sex offenders to be placed at 1123 N. 14<sup>th</sup> St. TLP.

*PPS  
Ac & JLL*

---

City Clerk



# SHEBOYGAN LEADERSHIP ACADEMY

## STATEMENT FOR THE PUBLIC PROTECTION AND SAFETY MEETINGS

My name is Tim Stielow and I represent Sheboygan Leadership Academy located at 1305 St. Clair Avenue. Sheboygan Leadership Academy is a public charter school serving students from Grade 4K through Grade 8 (ages 4 through 14). Our total population currently is ~~185~~ <sup>217</sup> students.

On behalf of Leadership Academy, I express concern and opposition to granting a waiver for a child sex offender to be placed at the 1123 North 14<sup>th</sup> Street TLP. According to law, *"it is unlawful for any designated offender to establish a permanent residence or temporary residence within 2,000 feet of any school, licensed day care center, park, recreational trail, playground, or place of worship."*

*Sheboygan as distance*

Of these six criteria, please know that the 1123 North 14<sup>th</sup> Street TLP address is within 2,000 feet of:

- A school – Sheboygan Leadership Academy (1305 St. Clair)
- A licensed day care center – Salvation Army Day Care (1125 North 13<sup>th</sup> Street)
- A park – Workers Water Street Park (North Water Street)
- A recreational trail – Rails to Trails Bike Path
- A playground – Sheboygan Leadership Academy (1305 St. Clair)
- A place of worship – Blessed Hope Baptist Church (1504 St. Clair)

It meets all six criteria of the law. In addition, Theater for Young Audiences now has space in our building and has children of all ages coming and going during the day and in the evenings.

The Public Protection and Safety Committee should be mindful of the risks of granting a waiver and placing an offender at this address.

| |  
| |

Where students learn to be bright & choose to make a difference.

1305 St. Clair Avenue, Sheboygan, WI 53081  
920-208-5930 • Fax 920-208-5932 • education@leadership-academy.us • www.leadership-academy.us

# VI

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

Your Committee to whom was referred R. O. No. 265-15-16 by the City Clerk submitting a communication from Kris and Andy Angermeier requesting that they be refunded the overpayment of Personal Property Taxes on equipment at their business (K&A Enterprises, Inc./Hawiiian Tan); 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

II

3.2

R. O. No. 265 - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a communication from Kris and Andy Angermeier requesting that they be refunded the overpayment of Personal Property Taxes on equipment at their business (K&A Enterprises, Inc./Hawaiian Tan).

*Finance  
deny & send  
not. of Disallowance*

---

City Clerk

JAN 20 '16 PM 12:25



To whom it concerns,

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15<sup>th</sup> St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1<sup>st</sup> 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25<sup>th</sup> to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31<sup>st</sup>, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1<sup>st</sup> due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15<sup>th</sup>, Sheboygan, WI 53083

*K Angermeier 1-2016 920-207-0807*

*ANDY ANGERMEIER 920-287-6094*

**VI**

R. C. No.           - 15 - 16. By FINANCE. February 15, 2016.

Your Committee to whom was referred R. O. No. 266-15-16 by the Board of Water Commissioners requesting that the Common Council authorize and set a sale date for Water Utility revenue refunding bonds; recommends that the document be accepted and placed on file and to approve the request.

*Consent*

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

Committee

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

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

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

II

3.3

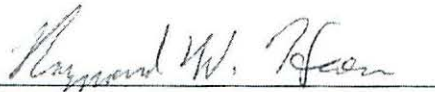
R. O. No. 266 15 - 16. By BOARD OF WATER COMMISSIONERS. February 1, 2016.

**To the Honorable Mayor and Common Council:**

The Sheboygan Board of Water Commissioners requests that the Common Council authorize and set a sale date for Water Utility revenue refunding bonds in the amount of approximately \$2,200,000 that will be used to pay off and refund the 2005 Water Revenue Bonds. The latter bonds are callable on May 1, 2016. The interest rate on the 2005 Bonds is approximately 4.1%. With anticipated market conditions (1.85% bond yield), the Utility anticipates savings of approximately \$211,853 during the remaining bond payment schedule from 2016 through 2025.

*Finance  
Clerk file  
& approve.*

  
Gerald R. Van De Kreeke, President

  
Raymond W. Haen, Secretary

  
Mark Heinz, Member

Attachments

**VI**

R. C. No.            - 15 - 16. By FINANCE. February 15, 2016.

Your Committee to whom was referred R. O. No. 267-15-16 by the Board of Water Commissioners requesting permission to use one of the City's free Blue Harbor Conference Center days in October of 2016 to host a quarterly meeting of the West Shore Water Producers group; recommends that the document be accepted and placed on file and to approve the request.

*Consent*

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

Committee

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

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

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

II

3.4

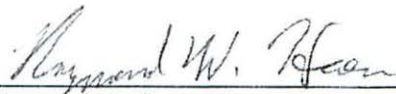
R. O. No. 267 15 - 16. By BOARD OF WATER COMMISSIONERS. January 18, 2016.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners requests permission to use one of the City's free Blue Harbor conference center days, on or close to October 13, 2016, in order to host a quarterly meeting of the West Shore Water Producers group. The meetings normally attract 80 individuals from outside of the local area.

*Finance  
as file &  
approve.*

  
Gerald R. Van De Kreeke, President

  
Raymond W. Haen, Secretary

  
Mark Heinz, Member

Attachments

**VI**

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

Your Committee to whom was referred R. O. No. 268-15-16 by the City Clerk submitting a claim from Kristen and Andrew Angermeier for overpayment of a personal property tax bill for 2014 (Hawaiian Tan); recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

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

Committee

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

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

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

II

3.6

R. O. No. 268 - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a claim from Kristen and Andrew Angermeier for overpayment of personal property tax bill for 2014 (Hawaiian Tan).

*Inmate  
Deny & send  
not of Disallowance*

---

City Clerk

DATE RECEIVED \_\_\_\_\_

RECEIVED BY

MD  
JAN 27 '16 PM 12:24

CLAIM NO.

21-15

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.**

1. Name of Claimant: KRISTEN & ANDREW ANGERMEIER
2. Home address of Claimant: 2606 N. 8<sup>TH</sup> ST. SHEBOYGAN, WI 53083
3. Home phone number: 920.207.0807
4. Business address and phone number of Claimant: 2829 N. 15<sup>TH</sup> ST. SHEBOYGAN, WI  
920.452.0011
5. When did damage or injury occur? (date, time of day) 2014
6. Where did damage or injury occur? (give full description) OVERPAYMENT OF PERSONAL PROPERTY TAX BILL. WAS TOWD BY CITY PERSONNEL THAT A REFUND OF THE OVERPAYMENT WAS NOT POSSIBLE
7. How did damage or injury occur? (give full description) SEE ATTACHMENT "A"
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: CITY ASSESSOR, CITY ATTORNEY
  - (b) Claimant's statement of the basis of such liability: BOTH CITY ENTITIES TOWD ME THEY WERE UNABLE TO ACT UPON THE OVERPAYMENT OF THE TAX BILL.
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 INJURY. LOSS OF MONEY DUE TO OVERPAYMENT

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 PERSONAL \$ 648 86 SEE ATTACHMENT "B"  
PROPERTY TAX

TOTAL \$ 648 86

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 [Signature] DATE 01/26/2016  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS  
[Signature] 1-26-16

DATE RECEIVED \_\_\_\_\_

RECEIVED BY MD

CLAIM NO. 21-15

CLAIM

Claimant's Name: <u>ANDREW &amp; KRISTEN AUGENMEIER</u>	Auto	\$ _____
Claimant's Address: <u>2606 N. 8<sup>TH</sup> ST.</u>	Property	\$ _____
<u>SHEBOYGAN, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>920.207.0807</u>	Other (Specify below)	\$ <u>648.86</u>
<u>920.287.6094</u>	<u>PERSONAL PROPERTY TAX</u>	
	<b>TOTAL</b>	<b>\$ <u>648.86</u></b>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$648.86. SEE ATTACHMENT "B"

SIGNED [Signature] X [Signature] DATE: 01/26/2016

ADDRESS: 2606 N. 8TH ST. SHEBOYGAN, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.  
MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

A

**City of Sheboygan Notice of Damage or Injury Form – Item #7**

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15<sup>th</sup> St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1<sup>st</sup> 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25<sup>th</sup> to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31<sup>st</sup>, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1<sup>st</sup> due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15<sup>th</sup>, Sheboygan, WI 53083

# DIRECTCAPITAL

a **CIT** company

155 Commerce Way Portsmouth, New Hampshire 03801

Address Service Requested

(B)

## Remittance Section

Contract Number:	022-0033404-000
Invoice Number:	1526692
Invoice Date:	03/02/2015
Due Date:	03/25/2015
<b>Total Due:</b>	<b>\$1,496.18</b>

4526004310 PRESORT 4310 1 MB 0.432 P1C17 <>



K. A. ENTERPRISES, INC.  
2829 N 15TH ST  
SHEBOYGAN WI 53083-3944

The Total Amount Due will be withdrawn from your bank account on the due date.

# DIRECTCAPITAL

a **CIT** company

Contract Number: 022-0033404-000  
Invoice Number: 1526692

Invoice Date: 03/02/2015  
Due Date: 03/25/2015  
**Total Due: \$1,496.18**

### Important Messages

**Need a cash infusion? Ask about Working Capital. Funds for Any Opportunity.**

Access up to \$150,000 for unexpected business opportunities that you just can't pass up!

- Fast 24 hour approval and funds available within 3-5 days
- Use it for virtually anything
- Low fixed payments

**Call your finance manager today at 800-253-0157 and ask about Working Capital.**

CONTRACT NUMBER	DESCRIPTION	DUE DATE	CONTRACT PAYMENT	SALES / USE TAX	TOTAL
022-0033404-000	TanningBed-TanningB eds				
	PAYMENT	03/25/2015	731.73	36.59	768.32
	ADMIN FEE PPT 2014	03/25/2015	79.00	0.00	79.00
	PROPERTY TAX 2014	03/25/2015	648.86	0.00	648.86

Call us today to add or upgrade equipment on your account.

**PLEASE PAY THIS AMOUNT:**

**\$1,496.18**

03/10 CARA: DC WAS BILLED BY STATE OF WISCONSIN FOR PROPERTY TAX ON OUR PIECE OF EQUIP. I REQUESTED A COPY OF THAT INVOICE

03/23 Joyce: PASSING ONTO CARA

Interim Rent: Prorated amount that covers the time frame between the funding date and first full billing cycle.

If you have questions regarding your bill, please give us a call and we will be happy to assist you • 1-800-253-0157

STATE OF WISCONSIN  
PERSONAL PROPERTY TAX BILL FOR 2014

DIRECT CAPITAL CORP.  
155 COMMERCE WAY

PROPERTY NUMBER: 59281815340

CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY

1165 SSOR

Correspondence should refer to Property Number

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.
		24,050	96.906			24,820	

taxing JURISDICTION	2013	2014	2013	2014	% Tax Change
	Est. State Aids Allocated Tax Dist	Est. State Aids Allocated Tax Dist	Net Tax	Net Tax	
STATE OF WISCONSIN COUNTY OF SHEBOYGAN SHEBOYGAN SHEBOYGAN CDB 11		1607575		4.21	
		13295672		136.22	
		51856061		229.37	
		719585		259.72	
				19.34	
<b>TOTAL</b>	<b>67478893</b>			<b>648.86</b>	
	Lottery & Gaming Credit			<b>648.86</b>	<b>100.0</b>
	Net Property Tax				

NET PROPERTY TAX **648.86**

**TOTAL DUE FOR FULL PAYMENT**  
PAY BY JANUARY 31, 2015  
**\$648.86**

School taxes reduced by school levy tax credit **44.48**

**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 Credit) **26.9804214**

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

2829 N 15TH ST

DIRECT CAPITAL CORP  
155 COMMERCE WAY  
PORTSMOUTH NH 03801-3243

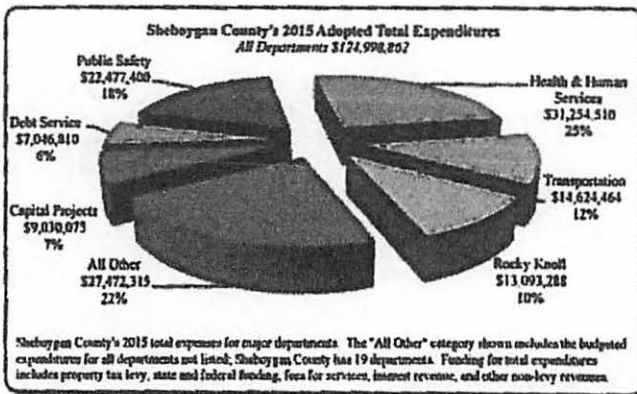
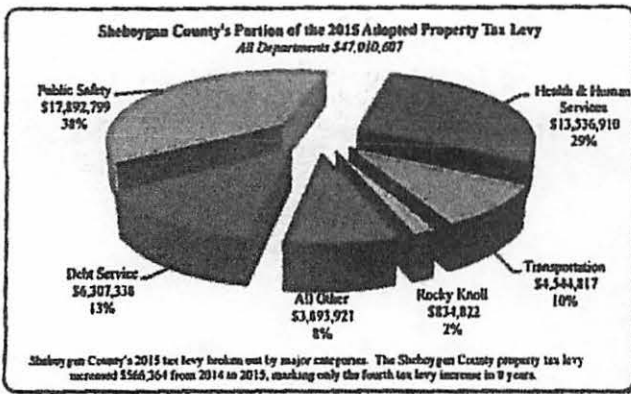
1st Installment by JANUARY 31, 2015 **648.86**  
2nd Installment by JULY 31, 2015

SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

**Sheboygan County Budget Summary  
2015 Adopted Budget**



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concerning your assessment... you must prove that you... is inequitably assessed when compared to the general level of assessment within your tax district.

The Department of Revenue has completed "A Guide for Property Owners" which explains the general property tax system. If you would like a copy, please contact the Department of Revenue, Assessment Practices, Box 8971, Madison, WI 53708-8971. Property tax publications can be found at the following web address: <http://www.revenue.wi.gov> under publications

NOTE: A "doomage" assessment is an estimated assessment, based on the best information obtainable when a person fails to file or files an incomplete Statement of Personal Property as required by law.

PR-299: 59-281



**K.+ A. ENTERPRISES, INC.**  
**2829 N. 15th**  
**Sheboygan, WI 53083**

*Contract # 001-0033404-000*

***RE: Personal Property Taxes on your Direct Capital Lease***

Thank you for choosing Direct Capital Corporation for your financing needs. Direct Capital would like to inform you that the annual personal property tax amount for your equipment will be included on your **March** invoice.

Direct Capital, throughout the duration of your lease, is considered the owner of the leased equipment, and is invoiced directly from your State or County Assessor's office. Direct Capital pays the tax on your behalf, and in turn passes the tax expense through to you, per section 17 of your Lease Agreement.

Please feel free to contact Customer Service at 800-253-0157 if you should have any questions.

Sincerely,

Direct Capital

**VI**

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

Your Committee to whom was referred R. O. No. 269-15-16 by the City Clerk submitting a claim from Kristen and Andrew Angermeier for overpayment of a personal property tax bill for 2015 (Hawaiian Tan); recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent*

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

Committee

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

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

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

II

3.7

R. O. No. 269 - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a claim from Kristen and Andrew Angermeier for overpayment of personal property tax bill for 2015 (Hawaiian Tan).

---

City Clerk

*Finance  
Deny & send  
Not. of Disallowance*

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: KRISTEN & ANDREW ANGERMEIER
2. Home address of Claimant: 2606 N. 8<sup>TH</sup> ST. SHEBOYGAN, WI 53083
3. Home phone number: 920.207.0807
4. Business address and phone number of Claimant: 2829 N. 15<sup>TH</sup> ST. SHEBOYGAN, WI  
920.452.0011
5. When did damage or injury occur? (date, time of day) 2015
6. Where did damage or injury occur? (give full description) OVERPAYMENT OF PERSONAL PROPERTY TAX BILL. WAS TOLD BY CITY PERSONNEL THAT A REFUND OF THE OVERPAYMENT WAS NOT POSSIBLE.
7. How did damage or injury occur? (give full description) SEE ATTACHMENT "A"
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: CITY ASSESSOR, CITY ATTORNEY
  - (b) Claimant's statement of the basis of such liability: BOTH CITY ENTITIES TOLD ME THEY WERE UNABLE TO ACT UPON THE OVERPAYMENT OF THE TAX BILL.
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 INJURY. LOSS OF MONEY DUE TO OVERPAYMENT

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) PERSONAL \$ 648 86 SEE ATTACHMENT "B"  
PROPERTY TAX  
TOTAL \$ 648 86

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

[Handwritten Signature]

DATE 01/26/2016

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

[Handwritten Signature]

1-26-16

RECEIVED BY MD  
CLAIM NO. 2015

CLAIM

Claimant's Name:	<u>ANDREW &amp; KRISTEN ANGELO</u>	Auto	\$	_____
Claimant's Address:	<u>2606 N. 8<sup>TH</sup> ST.</u>	Property	\$	_____
	<u>SHEBOYGAN, WI 53083</u>	Personal Injury	\$	_____
Claimant's Phone No.	<u>920.207.0807</u>	Other (Specify below)	\$	<u>648.86</u>
	<u>920.287.6094</u>	<u>PERSONAL PROPERTY TAX</u>		
		<b>TOTAL</b>		<b>\$648.86</b>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$648.86. SEE ATTACHMENT "B"

SIGNED *Andrew & Kristen Angelo* DATE: 01/26/2016  
 ADDRESS: 2606 N. 8<sup>TH</sup> ST. SHEBOYGAN, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.  
MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

A

**City of Sheboygan Notice of Damage or Injury Form – Item #7**

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15<sup>th</sup> St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1<sup>st</sup> 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25<sup>th</sup> to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31<sup>st</sup>, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1<sup>st</sup> due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

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Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15<sup>th</sup>, Sheboygan, WI 53083

# DIRECTCAPITAL

a **CIT** company

155 Commerce Way Portsmouth, New Hampshire 03801

Address Service Requested

## Remittance Section

Contract Number:	022-0033404-000
Invoice Number:	1526692
Invoice Date:	03/02/2015
Due Date:	03/25/2015
Total Due:	\$1,496.18

4526004310 PRESORT 4310 1 MB 0.432 P1C17 <>



K. A. ENTERPRISES, INC.  
2829 N 15TH ST  
SHEBOYGAN WI 53083-3944

**The Total Amount Due will be withdrawn from your bank account on the due date.**

# DIRECTCAPITAL

a **CIT** company

Contract Number: 022-0033404-000  
Invoice Number: 1526692

Invoice Date: 03/02/2015  
Due Date: 03/25/2015  
Total Due: \$1,496.18

### Important Messages

**Need a cash infusion? Ask about Working Capital. Funds for Any Opportunity.**  
Access up to \$150,000 for unexpected business opportunities that you just can't pass up!

- Fast 24 hour approval and funds available within 3-5 days
- Use it for virtually anything
- Low fixed payments

**Call your finance manager today at 800-253-0157 and ask about Working Capital.**

CONTRACT NUMBER	DESCRIPTION	DUE DATE	CONTRACT PAYMENT	SALES / USE TAX	TOTAL
022-0033404-000	TanningBed-TanningB eds				
	PAYMENT	03/25/2015	731.73	36.59	768.32
	ADMIN FEE PRT 2014	03/25/2015	79.00	0.00	79.00
	PROPERTY TAX 2014	03/25/2015	648.86	0.00	648.86

Call us today to add or upgrade equipment on your account.

PLEASE PAY THIS AMOUNT:

\$1,496.18

03/10 CARA: DC WAS BILLED BY STATE OF WISCONSIN FOR PROPERTY TAX ON OUR PIECE OF EQUIP. I REQUESTED A COPY OF THAT INVOICE

03/23 Joyce: PASSING ONTO CARA

Interim Rent: Prorated amount that covers the time frame between the funding date and first full billing cycle.

If you have questions regarding your bill, please give us a call and we will be happy to assist you • 1-800-253-0157

STATE OF WISCONSIN  
**PERSONAL PROPERTY TAX BILL FOR 2014**

DIRECT CAPITAL CORP  
 155 COMMERCIE WAY

**CITY OF SHEBOYGAN  
 SHEBOYGAN COUNTY**

1165 SSOF

**PROPERTY NUMBER: 59281815340**

Discrepancies should refer to Property Number.

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.
		24,050	96.906			24,820	

taxing JURISDICTION	2013	2014	2013	2014	% Tax Change	NET PROPERTY TAX
	Est. State Aids Allocated Tax Dist	Est. State Aids Allocated Tax Dist	Net Tax	Net Tax		
<b>CITY OF SHEBOYGAN</b>		1607575		136.22	4.21	648.86
<b>COUNTY OF SHEBOYGAN</b>		13295672		229.37		
<b>CHL - 5271</b>		51856061		259.72		
<b>CDB 11</b>		719585		19.34		
<b>TOTAL</b>		<b>67478893</b>		<b>648.86</b>		<b>648.86</b>
		Lottery & Gaming Credit				
		Net Property Tax		648.86	100.0	

School taxes reduced by school levy tax credit **44.48**

**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 Credit) **26.9804214**

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

2829 N 15TH ST

**DIRECT CAPITAL CORP**  
 155 COMMERCIE WAY  
 PORTSMOUTH NH 03801-3243

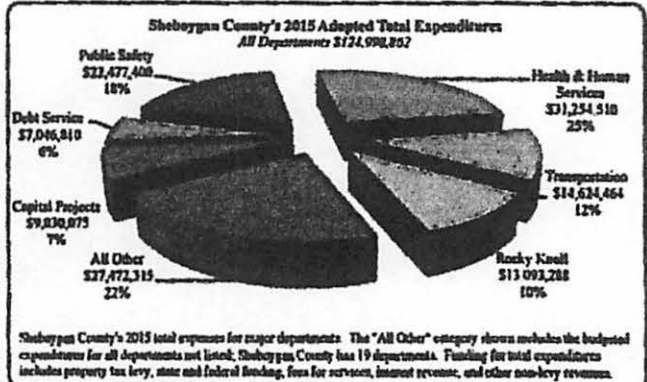
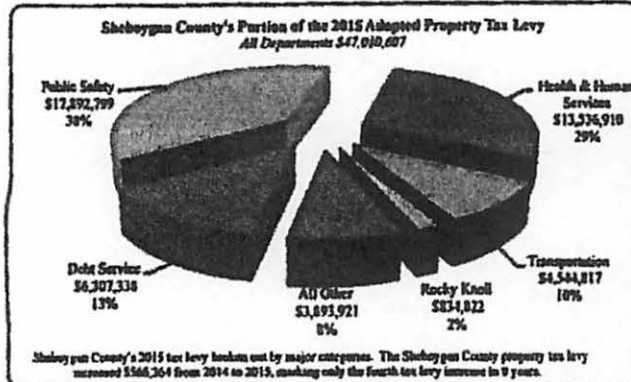
1st Installment by JANUARY 31, 2015 **648.86**  
 2nd Installment by JULY 31, 2015

SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
 RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

**Sheboygan County Budget Summary  
 2015 Adopted Budget**



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The Department of Revenue has completed "A Guide for Property Owners" which explains the general property tax system. If you would like a copy, please contact the Department of Revenue, Assessment Practices, Box 8971, Madison, WI 53708-8971. Property tax publications can be found at the following web address: <http://www.revenue.wi.gov> under publications

**NOTE:** A "doomage" assessment is an estimated assessment, based on the best information obtainable when a person fails to file or files an incomplete Statement of Personal Property as required by law.



**K. + A. ENTERPRISES, INC.**  
**2829 N. 15th**  
**Sheboygan, WI 53083**

**Contract # 001-0033404-000**

**RE: Personal Property Taxes on your Direct Capital Lease**

Thank you for choosing Direct Capital Corporation for your financing needs. Direct Capital would like to inform you that the annual personal property tax amount for your equipment will be included on your March invoice.

Direct Capital, throughout the duration of your lease, is considered the owner of the leased equipment, and is invoiced directly from your State or County Assessor's office. Direct Capital pays the tax on your behalf, and in turn passes the tax expense through to you, per section 17 of your Lease Agreement.

Please feel free to contact Customer Service at 800-253-0157 if you should have any questions.

Sincerely,

Direct Capital

# VI

R. C. No.        - 15 - 16. By FINANCE. February 15, 2016.

Your Committee to whom was referred R. O. No. 270-15-16 by the City Clerk submitting a claim from Tanner Hawkins for alleged damages to his truck when the garbage truck hit the side and front corner of his truck; recommends approval to pay up to the amount negotiated.

*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

3.8

R. O. No. 270 - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a claim from Tanner Hawkins for alleged damages to his truck when the garbage truck hit the side and front corner of his truck.

*Finance*  
*approve to pay*  
*up to an amount negotiated*

---

City Clerk

RECEIVED  
JAN 28 '16 PM 4:52

RECEIVED BY MD  
CLAIM NO. 22-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 28 '16 PM 4:52

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: Tanner Hawkins
2. Home address of Claimant: 2010 S. 25<sup>th</sup> Street
3. Home phone number: 920-457-6540
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 01/21/2016 9am
6. Where did damage or injury occur? (give full description) EAST Side of Street,  
2011 South 25<sup>th</sup> Street
7. How did damage or injury occur? (give full description) The garbage truck  
hit the side and front corner of truck
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: it was the  
city garbage truck
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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

"no injuries"

Truck has Damage to Side & Front of vehicle

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ ~~3,731.01~~ <sup>3,011.33</sup>

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ <sup>3,011.33</sup> ~~3,731.01~~ JM

**TOTAL** \$ ~~3,731.01~~

The estimate is open ended because the garage did not know if there was other damage to the front end (tie rod end, ect) until repairs are started.

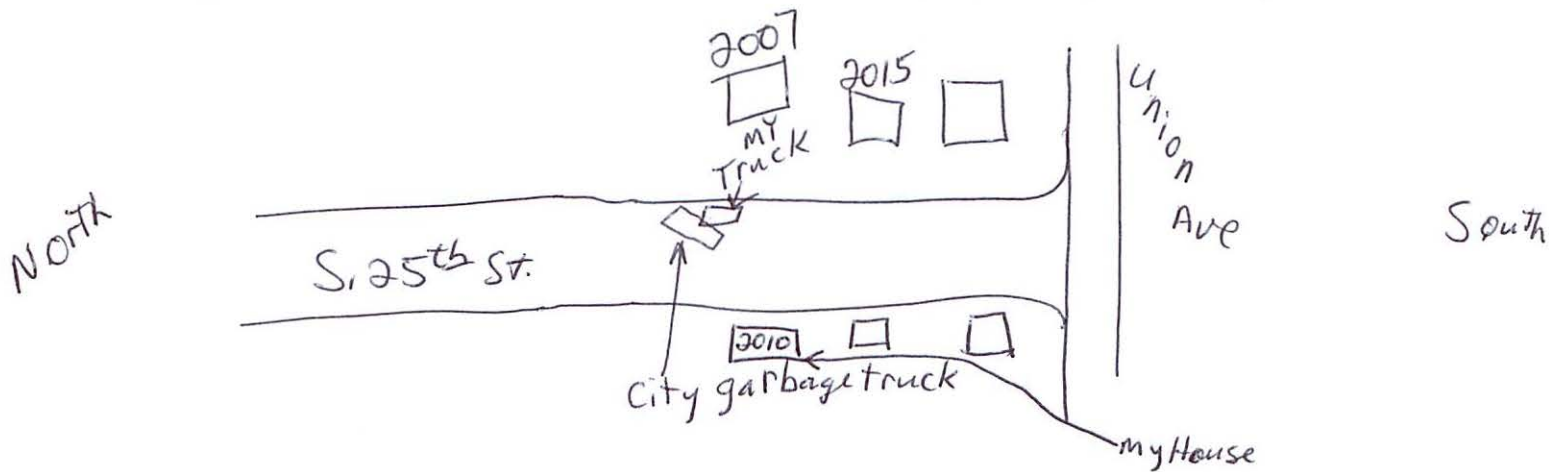
Damaged vehicle (if applicable)

Make: Ford Model: Ranger Year: 2001 Mileage: 257,000

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT

*[Handwritten Signature]*

DATE

1/28/16

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

DATE RECEIVED \_\_\_\_\_

RECEIVED BY MD

CLAIM NO. 2215

CLAIM

Claimant's Name: Tanner Hawkins

Auto \$ 3011.33

Claimant's Address: 2010 S. 25<sup>th</sup> St

Property \$ \_\_\_\_\_

Sheboygan, WI

Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920-457-6540

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

**TOTAL** \$ 3,011.33

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 \$ 3,011.33.

SIGNED [Signature] DATE: 1/28/12

ADDRESS: 2010 S. 25<sup>th</sup> St. 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

GEORGIA AVENUE BODY SHOP, INC.  
 1819 GEORGIA AVENUE  
 SHEBOYGAN, WI 53081  
 PHONE: (920)458-3272 FAX: (920)458-3284

CD LOG NO 3873-1 DATE 01/25/16

SHOP: INSP DATE: 01/22/16  
 CONTACT: JIM MILLER  
 OWNER: HAWKINS, TANNER HOME PHONE: (920)207-6187  
 ADDRESS: 2010 SOUTH 25TH STREET  
 CITY STATE: SHEBOYGAN, WI  
 ZIP: 53081

POINT OF IMPACT: 5

LIC#: KU5401 STATE: WI VIN: 1FTZR15E61PB73909  
 BODY COLOR: BLACK MILEAGE: 257,095  
 CONDITION: GOOD ACCTNG CTL#:  
 DRIVEABLE: YES VEH. INSP#:

\*=USER-ENTERED VALUE E=REPLACE OEM NG=REPLACE NAGS  
 EC=REPLACE ECONOMY UE=REPLACE OE SURPLUS UC=RECONDITIONED PRT  
 UM=REMAN/REBUILT PRT EU=REPLACE SALVAGE EP=REPLACE PXN  
 OE=REPLACE PXN OE SRPLS PC=PXN RECONDITIONED PM=PXN REMAN/REBUILT  
 TE=PARTL REPL PRICE ET=PARTL REPL LABOR IT=PARTIAL REPAIR  
 I=REPAIR L=REFINISH BR=BLEND REFINISH  
 TT=TWO-TONE CG=CHIPGUARD SB=SUBLET  
 N=ADDITIONAL LABOR RI=R&I ASSEMBLY P=CHECK  
 AA=APPEAR ALLOWANCE RP=RELATED PRIOR UP=UNRELATED PRIOR

2001 FORD RANGER XLT OFF-ROAD 4DOOR EXT CAB 6CYL GASOLINE 4.0  
 CODE: P8334B/D OPTNS H/24LABIMNOPQS

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES	TWO-STAGE - INTERIOR SURFACES
4-WHEEL DRIVE	DEFLECTOR MOUNTED FOG LAMPS
REAR ACCESS DOOR	PRIVACY GLASS
FOUR WHEEL ANTI-LOCK	POWER STEERING
TILT STEERING WHEEL	AIR CONDITIONING
AUTOMATIC TRANS	CRUISE CONTROL

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
EC0004			CVR, FRONT BUMPER UPR	ECONOMY PART	387.00*			2.2	1
EC0110			CVR, FRONT BUMPER LWR	ECONOMY PART	279.00*			INC	1
L 0110			CVR, FRONT BUMPER LWR	REFINISH				1.0	4
				1.0 SURFACE					
E 0037			BRKT, FRONT BUMPER M LT	1L5Z17752AB	10.85			INC	1
EC0028 #			GRILLE ASSEMBLY	ECONOMY PART	205.00*			1.2	1

NO. 21

U.S. GOVERNMENT PRINTING OFFICE

1.000	REPAIR	BAMMILL, WOOD	I 0088
1.200	REPAIR	BAMMILL, WOOD	I 0088
3.200	REPAIR	BAMMILL, WOOD	I 0088

U.S. GOVERNMENT PRINTING OFFICE

U.S. GOVERNMENT PRINTING OFFICE

INC 1  
1.200  
3.200

1.000	ECONOMY PART	ADD. PARTS	1.000
1.200	ECONOMY PART	ADD. PARTS	1.200
3.200	ECONOMY PART	ADD. PARTS	3.200

INC 1  
1.200  
3.200

1.000	LABOR TOTAL	1.000
1.200	LABOR TOTAL	1.200
3.200	LABOR TOTAL	3.200

INC 1  
1.200  
3.200

# = 01, 02

L 0028	13 GRILLE ASSEMBLY	REFINISH		2.0	4
		1.2 SURFACE			
		0.6 TWO STAGE SETUP			
		0.2 TWO STAGE			
EC0047	LAMP, SIDE MARKER	LT ECONOMY PART	42.00*		INC 1
I 0083	PANEL, HOOD	REPAIR			1.5*1
L 0083	PANEL, HOOD	REFINISH			3.2 4
		2.7 SURFACE			
		0.5 TWO STAGE			
RI0083	HOOD PANEL R & I	R&I ASSEMBLY			0.8 1
EC0103	FENDER, FRONT	LT ECONOMY PART	233.00*		1.9 1
L 0103	FENDER, FRONT	LT REFINISH			3.0 4
		2.0 SURFACE			
		0.5 EDGE			
		0.5 TWO STAGE			
E 0099	01 FLARE, WHEEL OPENING	LT 1L5Z16039APTM	200.57		0.1 1
	GRAY				
E 0929	02 WHEEL, FRONT	LT F87Z1015BB	180.35		0.3 1
E 0958	CAP, WHEEL HUB FRONT	LT F87Z1130GB	48.47		1
E 0627	MIRROR, OUTER STAND	LT 4L5Z17683BAA	137.40		0.7 1
ECM14	CORROSION PROTECTION	ECONOMY PART	15.00*		0.5*4
	FENDER				
N M60	HAZARD. WSTE. REM.	ADDNL LABOR OPERA	5.25*		1
EC	TIRE	ECONOMY PART	210.00*		0.5*2*
	LT 245X75R16 inc Mount	& Balance			
SB	Alignment	SUBLET REPAIR	69.95*		2*

20 ITEMS

MC MESSAGE(S)

- 01 CALL DEALER FOR EXACT PART NUMBER / PRICE
- 02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO
- 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS				577.64
OTHER PARTS				1,376.25
PAINT MATERIAL				388.00
PARTS & MATERIAL TOTAL				2,341.89
TAX ON PARTS & MATERIAL @			5.000%	117.09
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	60.00	7.2	1.5	522.00
2-MECH/ELEC	75.00	0.5		37.50
3-FRAME	75.00			
4-REFINISH	60.00	9.7		582.00
5-PAINT MATERIAL	40.00			
LABOR TOTAL				1,141.50
TAX ON LABOR		@	5.000%	57.08
SUBLET REPAIRS				69.95
TAX ON SUBLET		@	5.000%	3.50

2001 FORD RANGER XLT OFF-ROAD 4DOOR EXT CAB  
CD LOG NO 3873-1

TOWING  
STORAGE

GROSS TOTAL	3,731.01
NET TOTAL	3,731.01

SHOPLINK UN380 ES CD LOG 3873-1 DATE 01/25/16 01:53:41PM R6.37 CD 11/15  
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081  
HOST LOG  
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

1.8 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX 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.

ROBERT RUSCH, INC.  
 1129 INDIANA AVENUE  
 SHEBOYGAN, WI. 53081  
 OFFICE: (920) 452-8681 FAX: (920) 452-8733

CD LOG NO 11592-1 DATE 01/22/16

SHOP: ROBERT RUSCH INC. INSP DATE: 01/20/16  
 ADDRESS: 1129 INDIANA AVE. CONTACT: DAVE  
 CITY STATE: SHEBOYGAN, WI PHONE 1: (920)452-8681  
 ZIP: 53081- FAX: (920)452-8733  
 EMAIL: DOLDENBURG@ROBERTRUSCHINC.COM

OWNER: HAWKINS, TANNER HOME PHONE: (920)207-6188  
 ADDRESS: 2010 SOUTH 25TH ST  
 CITY STATE: SHEBOYGAN, WI  
 ZIP: 53081

POINT OF IMPACT: 0

LIC#: KU5401 STATE: WI VIN: 1FTZR15E61PB73909  
 BODY COLOR: BLUE MILEAGE:  
 CONDITION: GOOD ACCTNG CTL#:

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

OPEN FOR SUSPENSION DAMAGE  
 OPEN FOR HIDDEN DAMAGE  
 OPEN FOR MOULDING REPLACEMENT

2001 FORD RANGER XL7 4DOOR EXT CAB 6CYL GASOLINE 4.0  
 CODE: P8334A/D OPTNS H/24LBMNPQ

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES	TWO-STAGE - INTERIOR SURFACES
4-WHEEL DRIVE	REAR ACCESS DOOR
FOUR WHEEL ANTI-LOCK	POWER STEERING
AIR CONDITIONING	AUTOMATIC TRANS

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
---	---	---	-----	-----	-----	---	---	-----	---
E	0067		CVR, FRONT BUMPER UPR	1L5Z17757HA	289.97			1.8	1
L	0067	13	CVR, FRONT BUMPER UPR	REFINISH				2.2	4
				1.3 SURFACE					

		0.6 TWO STAGE SETUP			
		0.3 TWO STAGE			
E 0005	CVR, FRONT BUMPER LWR	F87Z17626BAA	65.38	INC	1
E 0028 #	GRILLE ASSEMBLY	2L5Z8200NAE	329.53	1.2	1
# = 01, 02					
E 0047	LAMP, SIDE MARKER	LT 1L5Z15A201BA	60.20	INC	1
E 0103	FENDER, FRONT	LT 1L5Z16006BA	317.05	1.9	1
L 0103	FENDER, FRONT	LT REFINISH		3.5	4
		2.4 SURFACE			
		0.5 EDGE			
		0.6 TWO STAGE			
RI0099	FLARE, WHEEL OPENING	LT R&I ASSEMBLY		0.1	1
E 0992 02	WHEEL, FRONT	LT F67Z1007NA	325.60	0.3	1
N 0974	SUSPENSION ALIGN, FRT	ADDNL LABOR OPERA		2.5	2
E 0627	MIRROR, OUTER STAND	LT 4L5Z17683BAA	137.40	0.7	1
N M05	RUSTPROOFING	ADDNL LABOR OPERA	15.00*	0.2*	1*
SBM60	HAZARD. WSTE. REM.	SUBLET REPAIR	3.00*		1*
EC	TIRE FRONT	ECONOMY PART	165.00*	1.0*	1*

14 ITEMS

- MC MESSAGE(S)  
 01 CALL DEALER FOR EXACT PART NUMBER / PRICE  
 02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO  
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS				1,525.13
OTHER PARTS				180.00
PAINT MATERIAL				216.60
PARTS & MATERIAL TOTAL				1,921.73
TAX ON PARTS & MATERIAL @			5.000%	96.09
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	58.00	7.0	0.2	417.60
2-MECH/ELEC	78.00		2.5	195.00
3-FRAME	68.00			
4-REFINISH	58.00	5.7		330.60
5-PAINT MATERIAL	38.00			
LABOR TOTAL				943.20
TAX ON LABOR		@	5.000%	47.16
SUBLET REPAIRS				3.00
TAX ON SUBLET		@	5.000%	0.15
TOWING				
STORAGE				

GROSS TOTAL 3,011.33

NET TOTAL 3,011.33

SHOPLINK U0782 ES CD LOG 11592-1 DATE 01/22/16 01:49:55PM R6.37 CD 11/15

PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081

HOST LOG

2001 FORD RANGER XL 4DOOR EXT CAB  
CD LOG NO 11592-1

(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

1.5 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

-----  
OPEN FOR REPLACEMENT OF ANY HARDWARE



RANGER  
EXPI

*[Faint handwritten text, possibly a date or location]*

**VI**

R. C. No. \_\_\_\_\_ - 15 - 16. By PUBLIC WORKS. February 15, 2016.

Your Committee to whom was referred R. O. No. 275-15-16 by the City Clerk submitting a communication from Roger Lahm regarding his concerns with the poorly marked circle at 6<sup>th</sup> and Superior Ave. and is requesting that reflectors be placed on the pole and circle; 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

3.5

R. O. No. 275 - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a communication from Roger Lahm regarding his concerns with the poorly marked circle at 6<sup>th</sup> and Superior Ave. and is requesting that reflectors be placed on the pole and circle.

*Sub. Wks.  
File*

---

City Clerk

III

Eger Lahm  
ART+DESIGN

1-18-16

~~" SHEBOYGAN'S  
TRAFFIC HAZARD~~

Dear Mr. David Biebel,  
As a resident of North 2<sup>ND</sup> St. & driving East on Superior Ave every day, I can not believe how the, public works dept. leaves the, "6<sup>th</sup> + Superior," circle, so — Poorly Marked, I have seen circles all over the country & this is the most poorly marked circle I have ever seen.

- Enclosed are a couple of suggestions I am offering & do hope the 4<sup>th</sup> accident with a pole can be prevented.

C.C. Mike Vanderstern  
C.C. Sheb. Police Traffic Dept.

Sincerely,  
Eger

— TRAFFIC ISLAND  
— SEATTLE WA —



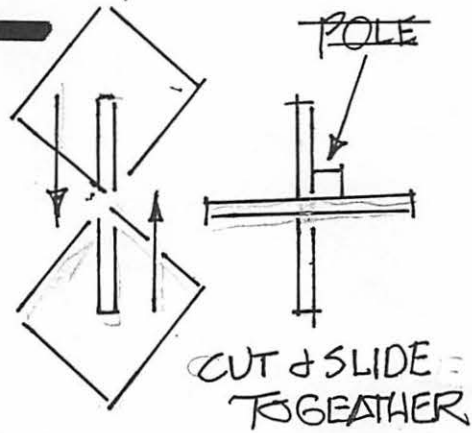
REAL  
REFLECTORS  
ON POLES  
& CIRCLE



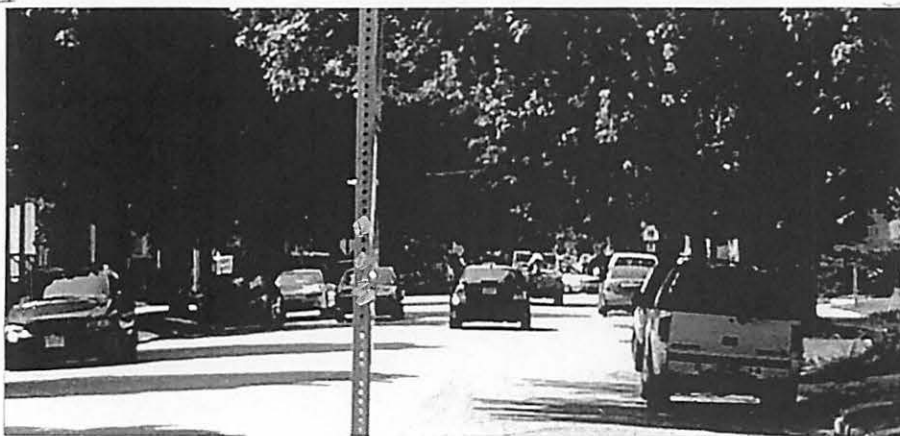
REAL  
REFLECTORS

SHERBOYGAN'S  
— TRAFFIC HAZARD —

TRAFFIC ISLAND  
- SHEBOYGAN WI.  
6<sup>TH</sup> + SUPERIOR



REFLECTORS  
\$1.50 @ RETAIL AT "TRILLINGS"



ROGER LAHM  
458-9033

YELLOW TAPE?  
- EVER HEAR OF REFLECTORS? -

# VI

R. C. No. \_\_\_\_\_ - 15 - 16. By PUBLIC WORKS. February 15, 2016.

Your Committee to whom was referred R. O. No. 276-15-16 by the City Clerk submitting a communication from the Wisconsin DNR, the subject being the Distribution of Document for the Public Comment Period of the Kohler Company, Twin Oaks Landfill Proposed Vertical Expansion Feasibility Report in the Village of Kohler, Sheboygan County, Wisconsin; recommends that the document be accepted and placed on file.

*Consent*

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

Committee

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

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

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

II

3.9

R. O. No. 276 - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a communication from the State of Wisconsin Department of Natural Resources, the subject being the Distribution of Documents for the Public Comment Period of the Kohler Company, Twin Oaks Landfill Proposed Vertical Expansion Feasibility Report in the Village of Kohler, Sheboygan County, Wisconsin.

~~Pub Works~~  
Approve

---

City Clerk

20

III

20



January 21, 2016

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

FID#: 268244130  
Sheboygan County  
SW/CORR

JAN 25 '16 AM 11:45

SUBJECT: Distribution of Documents for the Public Comment Period of the Kohler Company, Twin Oaks Landfill Proposed Vertical Expansion Feasibility Report in the village of Kohler, Sheboygan County, Wisconsin - (License # 1508)

Dear Ms. Richards:

Enclosed please find a copy of a "NOTICE OF FEASIBILITY REPORT AND PRELIMINARY ENVIRONMENTAL IMPACT DECISIONS" (public notice) for the proposed Kohler Company Twin Oaks Vertical Expansion, a copy of the feasibility report completeness determination letter and a copy of the project summary) from the Department of Natural Resources.

In accordance with s. 289.25 (3), Wis. Stats., the Department of Natural Resources is required to distribute copies of the public notice to each affected municipality and the libraries for each affected municipality, so the public can view them. In addition, Kohler Company is required to distribute copies of their feasibility report, addenda and all related additional submittals to each affected municipality and to the public libraries of each affected municipality where people may view the documents during the public comment period.

This municipality has been identified as an affected municipality or as a municipality that may have an interest and therefore the documents you should receive from Kohler Company will include the following:

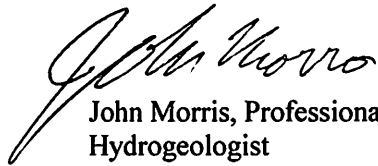
- Feasibility Report – Revised, Proposed Vertical Landfill Expansion, Kohler Co. Landfill. The report dated November 16, 2015, was prepared by GHD Services Inc., on behalf of Kohler Company and was received by the Department on November 17, 2015.

Please place this document once received and the documents enclosed with this letter at a location for the public to review. We anticipate posting the enclosed public notice on our web site and publishing it in the *Sheboygan Press* on or about January 26, 2016, for a 30-day public comment period.

The attached public notice, a copy of the feasibility report, completeness determination letter and a copy of the project summary from the Department of Natural Resources will be posted on the Department's internet web site at: <http://dnr.wi.gov/topic/Waste/Comment.html> on or around January 26, 2016, for a 30 day public comment period.

If you have any questions, please contact me at (715) 635-4046. Thank you for your cooperation and assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Morris".

John Morris, Professional Soil Scientist  
Hydrogeologist  
Waste and Materials Management Program

enc. Notice of Feasibility Report and Preliminary Environmental Impact Decision  
Feasibility Report Completeness Determination Letter  
Project summary

c: SER File  
Dale Hoffman, Kohler Co. (email)

BEFORE THE  
STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

NOTICE OF FEASIBILITY REPORT AND  
PRELIMINARY ENVIRONMENTAL IMPACT DECISIONS

NOTICE IS HEREBY GIVEN, pursuant to sections 289.24 and 289.25, Wis. Stats., that the Department of Natural Resources (WDNR) has determined that the feasibility report submitted by Kohler Company's (Kohler Co.) environmental consultant (GHD), and the environmental analysis process for the proposed Feasibility Report for the Kohler Co. Twin Oaks Landfill, License #1508 are complete. The proposed solid waste disposal facility is for a vertical expansion of the existing solid waste disposal facility which is located in the NE ¼ of the SE ¼ of Section 29, T15N, R23E Village of Kohler, Sheboygan County, Wisconsin.

The proposal would reconfigure the currently approved final grades to provide a 15 acre vertical overlay on the current Twin Oaks Landfill footprint. The additional waste capacity of the expansion would be 500,000 cubic yards and add approximately 15 years of site life. The approved maximum height of the landfill expansion would be 710 feet above mean sea level, which is less than the approved height of the existing landfill.

A solid waste feasibility determination is an equivalent analysis action under s. NR 150.20 (2) (a), Wis. Adm. Code. Pursuant to sections 289.25(3) and 1.11, Wis. Stats., written comments by any person concerning the proposed solid waste disposal facility are invited. All written comments shall be submitted within 30 days after the date of publication of this notice to John Morris, Hydrogeologist, Wisconsin Department of Natural Resources, 810 West Maple Street, Spooner, WI, 54801.

A public hearing concerning the feasibility report may be requested in writing by any county, village, city or town, the applicant, or any 6 or more persons. The request shall indicate the interests of the municipality or persons who file the request and state the reasons why the hearing was requested. The hearing shall be conducted as an informational hearing utilizing the procedures in s. NR 2.135, Wis. Adm. Code unless the request filed indicates pursuant to section 289.27(1), Wis. Stats., that the hearing is to be treated as a contested case, as provided under section 227.42, Wis. Stats., and that:

1. A substantial interest of the person requesting the treatment of the hearing as a contested case is injured in fact or threatened with injury by the Department's action or inaction on the matter;
2. The injury to the person requesting the treatment of the hearing as a contested case is different in kind or degree from injury to the general public caused by the Department's action or inaction on the matter; and
3. There is a dispute of material fact.

All hearing requests shall be filed with the Department within 30 days after the Department web site posting date of this notice, either by delivery to the Office of the Secretary of the Department at 101 South Webster Street, Madison, WI 53703 or by mailing to the Secretary, Department of Natural Resources by certified mail at the following address: P.O. Box 7921, Madison, WI 53707.

Copies of the complete feasibility report and the project summary are available for public review at the following locations:

The Department of Natural Resources  
Bureau of Waste Management  
101 S. Webster St., P.O. Box 7921  
Madison, WI 53707

The Department of Natural Resources  
Plymouth Service Center  
1155 Pilgrim Rd.,  
Plymouth, WI 53073

City of Sheboygan  
Attn: Susan Richards, Clerk  
828 Center Ave., Suite 100  
Sheboygan, WI 53081

Sheboygan County  
Attn: Jon Dolson, Clerk  
508 New York Ave.  
Sheboygan, WI 53081-4126

Town of Sheboygan  
Attn: Daniel Hein, Chairman  
1512 N. 40th Street  
Sheboygan, WI 53081

Village of Kohler  
Attn: Cindi Gamb, Clerk  
319 Highland Drive  
Kohler, WI 53044

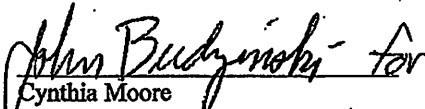
Mead Public Library  
City of Sheboygan  
710 N. 8th Street  
Sheboygan, WI 53081

Kohler Public Library  
333 Upper Road  
Kohler, WI 53044

The Department will also post an electronic copy of the text of the feasibility report on its internet web site at <http://dnr.wi.gov/topic/Waste/Comment.html>

Dated at Milwaukee, Wisconsin this 15<sup>th</sup> day of January 2016.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
For the Secretary,

  
Cynthia Moore  
Waste and Materials Management Program Supervisor  
Southeast Region

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
810 W. Maple Street  
Spooner WI 54801

Scott Walker, Governor  
Cathy Stepp, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



January 15, 2016

Mr. Dale Hoffmann, EHS Specialist  
Kohler Company  
444 Highland Dr.  
Kohler, WI 53044

FID # 460015380  
Sheboygan County  
SW/CORR

Subject: Feasibility Report Completeness Determination for the Proposed Kohler Company (Kohler) Twin Oaks Landfill, Vertical Expansion, License #1508, Sheboygan County, Wisconsin.

Dear Mr. Hoffmann,

We have reviewed the reports and associated plan sheets entitled "Feasibility Report, Proposed Vertical Landfill Expansion", dated August 7, 2015, and received by the DNR on August 10, 2015; and "Feasibility Report – Revised, Proposed Vertical Landfill Expansion," dated November 16, 2015, and received by the DNR on November 17, 2015.

Based on our review, we have determined that the feasibility report is complete. This is not an approval of the solid waste disposal facility you are proposing, but does confirm that the minimum information required by Chapter NR 512, Wis. Adm. Code, and s. 289.24 (3), Wis. Stats. has been provided.

You should know that additional information may be required if a more detailed review or public comments received indicate that a determination of site feasibility cannot be made without additional information.

The Department will issue a public notice in the Sheboygan Press (Sheboygan County) and on the Department's internet site at <http://dnr.wi.gov/topic/Waste/Comment.html> to invite public comments for a period of 30 days on the content and completeness of the feasibility report. The public comment period will begin when the public notice is posted on the internet site. The Department will also post this letter and the enclosed project summary as well as the text of the feasibility report, on its internet site during the public comment period.

A solid waste feasibility determination is an equivalent environmental analysis action under s. NR 150.20(2)(a)7, Wis. Adm. Code. Therefore a separate environmental impact analysis has not been completed.

Please note that upon receipt of this determination, ss. 289.24(4) and 289.32, Wis. Stats., require that the applicant immediately distribute copies of the feasibility report, addenda and any additional information submitted as part of the feasibility report to the clerk of each affected municipality and to the main public library in each affected municipality (Mead Public Library – Sheboygan WI, and Kohler Public Library – Kohler WI). Electronic portions of the feasibility report, such as the appendices submitted on CD, need to be printed and submitted in paper form to the DNR file (c.o. Jerry DeMers) and the libraries and municipalities. If all of the required documents have already been distributed, this does not need to be done again.

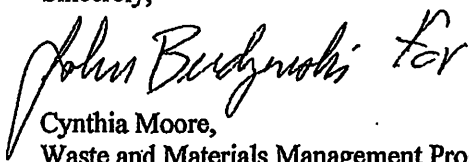
If you have any questions concerning this determination please contact John Morris at (715) 635-4046.

**NOTICE OF APPEAL RIGHTS**

If you believe you have a right to challenge this decision made by the Department, you should know that Wisconsin statutes and administrative codes establish time periods and requirements for reviewing Department decisions.

To seek judicial review of the Department's decision, sections 227.52 and 227.53, Stats., establish criteria for filing a petition for judicial review. You have 30 days after the decision is mailed or otherwise served by the Department to file your petition with the appropriate circuit court and serve the petition on the Department. The petition shall name the Department of Natural Resources as the respondent.

Sincerely,



Cynthia Moore,  
Waste and Materials Management Program Supervisor  
Southeast Region

- c: John Morris - WDNR, Spooner (email)  
Jerry DeMers - WDNR, Milwaukee (email)  
Brad Wolbert - WDNR Madison (email)  
Bob Grefe - WDNR Madison (email)  
Joe Lourigan - WDNR Madison (email)  
John Budzinski - WDNR, Milwaukee (email)  
Brian Hayes - WFSB, 5005 University Ave., Suite 201, Madison, WI 53705-5400  
Ron Frehner - GHD, 1801 Old Highway 8 Northwest, Suite 114, St. Paul, MN 55112  
Susan Richards - Clerk, City of Sheboygan, 828 Center Ave., Suite 100, Sheboygan, WI 53081  
Jon Dolson - Clerk, Sheboygan County, 508 New York Ave., Sheboygan, WI 53081-4126  
Daniel Hein - Chairman, Town of Sheboygan, 1512 N. 40th Street, Sheboygan, WI 53081  
Cindi Gamb - Clerk, Village of Kohler, 319 Highland Drive, Kohler, WI 53044  
Mead Public Library, City of Sheboygan, 710 N. 8th Street, Sheboygan, WI 53081  
Kohler Public Library, 333 Upper Road, Kohler, WI 53044  
Pablo Valentine - EPA Region V, Chicago (email)  
Tom Wentland - WDNR, RR Program (email)

## PROJECT SUMMARY

### KOHLER COMPANY (KOHLER Co.), TWIN OAKS LANDFILL VERTICAL EXPANSION

**Proposed Facility:** This proposed project consists of a vertical expansion of the existing Kohler Company Twin Oaks Landfill, Lic#1508.

**Authorized Contacts:**

Dale Hoffmann, BHS Specialist  
Kohler Company  
444 Highland Drive, Mail Stop 009  
Kohler, WI 53044

Ron Fröhnet, (Environmental Consultant)  
GHD  
1801 Old Highway 8 Northwest, Suite 114  
St. Paul, MN 55112

**Licensee/Property Owner:** Kohler Company

**Site Location, Acreage, Capacity, Site Life and Access:**

The Kohler Co. Twin Oaks Landfill is located in the NE ¼ of the SE ¼ of Section 29, T15N, R23E, Village of Kohler, Sheboygan County, Wisconsin.

The proposed vertical expansion (vertical expansion) would reconfigure the currently approved final grades to provide a lined vertical overlay on 15 acres of the existing 53 acre landfill footprint. The additional waste capacity of the expansion would be 500,000 cubic yards and provide approximately 15 years of site life. The approved maximum height of the proposed expansion final grade would be 710 feet above mean sea level, which is less than the height approved for the current landfill of 714 feet above mean sea level.

Waste to be disposed in the vertical expansion would be delivered to the site via the existing waste hauling route from the Kohler Co. manufacturing facility to the landfill. The landfill entrance is located on the north end of the property. No seasonal road weight restrictions apply to the roads on the route.

The operation hours for the vertical expansion would remain the same as the current hours for the existing landfill. Generally wastes are brought to the landfill during daylight hours; however waste may be brought 24 hours a day to serve the three work shifts per day at the manufacturing facility.

**Primary Service Area:**

The vertical expansion would continue to accept only select Kohler Co. wastes. Wastes from municipalities or other private parties would not be accepted.

**Waste Types:**

The vertical expansion would accept select industrial waste (non-hazardous), approved special waste (construction & demolition (C&D), contaminated soil (C-Soil), asbestos, etc.). A breakdown of current waste acceptance is:

- Foundry wastes - 81% of total anticipated waste (dust collector waste 67%, slag, scrap cores, refractory brick, power sweeper dust, and spent system sand - 14%)
- Pottery wastes - 5% of total anticipated waste (dust collector, clay and mold wastes)
- Central Wastewater Pretreatment Facility - 6% of total anticipated waste (filter cake)

- Other waste – 8% of anticipated waste (enamel frit, enamel powder, groundcoat, refractory brick, floor sweepings and small amounts of excavated soils containing the above wastes)

Kohler Co. placed approximately 21,000 tons (15,500 cubic yards) of waste into its landfill in 2013. The waste volumes are fairly consistent on a month to month basis and they do not have seasonal fluctuations. Daily covering of waste would not be required as the waste is not putrescible or expected to result in windblown nuisances.

#### Land Use, Zoning and Surrounding Area:

Present land use within one mile of the vertical expansion consist primarily of agricultural, commercial, farm & open space conservation, industrial, planned use development and residential. Landowners within 1200 feet of the proposed vertical expansion are Kohler Co., Sheboygan County (highway, park and extension), State of Wisconsin (DOT), and the Union Pacific Railroad.

The area to be used for the vertical expansion is within the Twin Oaks Landfill. The Twin Oaks Landfill is bordered on the north by County Road PP, on the west and south by County Road A, and the east by the Sheboygan River. The Kohler Co. manufacturing facility is north of County Road PP, and the Sheboygan River is west and south of County Road A, and wooded land and Interstate Highway 43 are east of the Sheboygan River (respectively). Interstate highway 43 is approximately 470 feet from the vertical expansion. Kohler Co. has requested an exemption allowing the landfill within 1,000 feet from an Interstate Highway. Trees provide full screening of the landfill from Interstate Highway 43 during summer and partial screening during winter. A berm and trees would be planted to improve visual screening of the landfill from County Road PP.

Kohler Co. property located west of the existing landfill is used for storage of industrial wastes beneficially used under the ch. NR 538 Beneficial Use of Industrial Byproducts Program.

#### Surface Waters and Wetlands:

Changes or alterations to aquatic resources were not proposed. Aquatic resources are not expected to be affected by the proposed expansion. No lakes, ponds, or flowages are within 1,000 feet of the vertical expansion. The Sheboygan River is approximately 210 feet from the vertical expansion at its closed point (east side). Kohler Co. has requested an exemption to allow the vertical expansion within 300 feet of a navigable river.

The site is not within a floodplain and is therefore in conformance with NR 504.04 (3)(c), Wis. Adm. Code. The approximate Federal Emergency Management Agency (FEMA) floodplain boundary is shown on Figure 4.1 of the feasibility report.

A wetland has been identified on the northeast side of the landfill between the area of the vertical expansion and the Sheboygan River. The vertical expansion would be constructed on areas of previous waste disposal and areas outside the wetland boundary, thus direct wetland impacts are not expected.

#### Superfund Project:

The Kohler Co. landfill has been used as a landfill since the 1950s, primarily for the disposal of foundry and manufacturing wastes produced by Kohler's manufacturing facilities. Between 1950 and the mid-1970s, at least four pits were constructed for the disposal of hydraulic oils, solvents, paint wastes, enamel powder, lint from brass polishing, and plating sludges. EPA proposed the site to the National Priorities List (NPL) in September 1983 and finalized the site on the NPL in September 1984 (EPA ID# WID006073225).

Previous disposal practices resulted in groundwater contamination with various volatile organic compounds (VOCs), heavy metals, phenols, and polycyclic aromatic hydrocarbons (PAHs). Runoff water and sediments

contain heavy metals, phenols, and PAHs. Leachate samples from previously disposed waste contain VOCs and heavy metals. Waste samples from the landfill contain VOCs, phenols, PAHs, polychlorinated biphenyls (PCBs), and heavy metals.

In 1985, the Kohler Co. signed an administrative order on consent (AOC) and began investigating contamination at the site under the supervision of EPA and WDNR. EPA selected a remedy for the Source Control Unit of the site on March 30, 1992. The source control remedy called for closing the currently operating landfill in phases, installing a multilayer soil cap over the landfill, issuing zoning and access restrictions, and collecting contaminated leachate onsite through a perimeter drain. Design of the selected remedy began in mid-1992 and was completed in November 1995. Construction of the source control remedy began concurrently with the construction of the Ground Water Management Unit remedy in May 1997. The cap construction over a portion of the fill area was completed in fall 1997, with the rest of the cap completed in 1998.

The Kohler Co. also conducted a feasibility study (FS) of potential groundwater remedies for the Groundwater Management Unit. A final remedy, including the collection of groundwater and leachate within an approximately 2,500-foot-long perimeter interception drain along the southern and eastern margins of the landfill, was approved by EPA and WDNR in June 1996. Contaminated groundwater and leachate, collected by the perimeter drain, is being pumped to the City of Sheboygan's publically-owned treatment works for treatment and eventual discharge. The perimeter drain system is intercepting over 95 percent of the horizontal flux of groundwater in the upper aquifer, resulting in the collection and treatment of 14,400 gallons of contaminated liquid per day. Construction of this system is complete. EPA has transferred the project lead to the WDNR.

In a letter dated December 10, 2015, the EPA concurred with the proposed vertical expansion provided the WDNR approves the landfill permit application. The vertical expansion is not expected to change the Superfund remedy that was selected in the 1996 record of decision.

#### Geology and Soils:

Onsite soils were described through previous subsurface investigations. The geology of the site consists of unconsolidated clayey soils of glacial origin and recent alluvial sediments. The five major soil units at the Site/Landfill are: Upper Unit, Middle Unit, Lower Unit, Alluvium, and Fill.

The unconsolidated soils are underlain by Silurian dolostone bedrock. The top of the dolostone was encountered at an elevation ranging from 560 to 580 ft, above mean sea level, which corresponds to depths ranging from 20 feet to 80 feet below the surface of the pre-fill native ground. There are no bedrock exposures in the area; however, bedrock in eastern Wisconsin typically dips very gently to the east. Previous site investigations have reported that the buried bedrock surface contains horizontal and vertical fractures. Weathering was evident at some well locations, but was not a prominent feature across the site.

Previous investigators divided the clayey glacial sediments into three units. The uppermost geologic unit consists of unsorted clay, sand, and silt with an occasional layer of well sorted sand. The upper unit ranges from 0 to 45 feet thick with an average thickness of 25 feet. The middle clay unit consists predominantly of clay and silt with occasional gravelly clay or sandy clay lenses. Sand lenses were not present in the middle clay unit. This unit ranged from 0 to 55 feet thick with an average thickness of 20 feet. The lower clay unit is a diamicton characterized by poorly sorted clay, silt, sand, and dolostone gravel. This unit ranged from 4 to 37 feet thick with an average thickness of 15 feet. Along the Sheboygan River channel and flood plain the upper and middle clay units may have been partially or completely eroded away.

Alluvial sediments next to the river are characterized by sand and silty sand with occasional lenses of clay. The thickness of the alluvium ranges from approximately 10 to 15 feet.

According to the Natural Resources Conservation Service's Web Soil Survey Maps the predominant soil types near and surrounding the Site are Kewaunee silt loam, Bellevue fine sandy loam, and Boyer loamy sand.

#### Groundwater:

The groundwater flow direction in the upper and lower till units is generally to the east towards the Sheboygan River. The groundwater flow direction in the shallow and deep bedrock is generally to the northeast. The vertical expansion is not expected to change infiltration quantities. No existing water supply wells were found within 1200 feet of the proposed expansion.

*The following is an excerpt from the Superfund project Third Five-Year Review dated September 2012.*

Groundwater monitoring has been conducted at the Kohler Company Landfill since the early 1980s. Available data indicated that contamination was present in significant quantities in both the shallow and deep aquifers beneath the site. The shallow (alluvial sediments) and deep (fractured Silurian-aged dolomite) aquifers are separated by a laterally discontinuous stratum of varved lacustrine clay.

Since activation of the perimeter drain system in late 1997, many contaminant concentrations have decreased dramatically while some have actually increased over time. This indicates that the groundwater system's response to the perimeter drain is complex. In spite of this, certain patterns in the results can be discerned which give clues to contaminant behavior. The easiest way to evaluate this data is by breaking up the different contaminant responses by hydrostratigraphic unit.

The uppermost alluvial unit is monitored by two downgradient wells, 22-U and 21-U. Data generated from these two wells since the installation of the perimeter drain system indicates a marked improvement in water quality within the upper alluvial unit. Concentrations of trichloroethylene (TCE) have steadily declined. Concentrations for TCE's degradation product cis-1,2-dichloroethylene (cis-1,2-DCE) have steadily declined except for a short-term spike during 2010. Records from 2011 show the decline returned to its previous rate. Chloride levels have decreased, including a significant decrease from 2005 to 2006 and again from 2009 to 2011. Specific conductivity levels have dropped significantly in both wells. The improvement in the water quality of the upper unit can be tied to the effectiveness of the perimeter drain system at intercepting and containing leachate discharging from the landfill.

The confined unit located just below the varved lacustrine clays, sometimes referred to as the "lower till unit," is being monitored by two piezometers (21-L and 22-L) nested with alluvial wells. The groundwater quality results from these wells reveal an entirely different response to the remedial action. Unlike the shallower wells, TCE has not been detected in either well. However, levels of the TCE daughter products cis-1,2-DCE and vinyl chloride have increased since the installation of the remedial system. Vinyl chloride levels in well 21-L have shown a steady upward trend from 1998 to 2008 with a decreasing trend from 2008 to 2011. Vinyl chloride levels in well 22-L have exhibited an upward trend over the entire time period since the completion of the remedial action. The results for cis-1,2-DCE in both wells 21-L and 22-L have exhibited the same pattern. Although it may seem counterintuitive, these increases in contaminant concentrations are indications that the perimeter drain system is functioning as designed. Furthermore, this is evidence that natural attenuation is occurring due to the fact that daughter product concentrations increase while parent product concentrations decrease. By lowering the groundwater table through pumping, the drain system is drawing in deeper flow pathways that normally would be discharging to the Sheboygan River.

The previous five-year review reported that wells 14-R and 14-SR, both screened in the shallow bedrock unit, had increasing concentrations of vinyl chloride and cis-1,2-DCE but their progenitor, TCE, has not been detected in either well. The most reasonable interpretation of these results is that there exists a substantial source of dense nonaqueous phase liquid (DNAPL) in the form of TCE deep within the bedrock aquifer. As the TCE undergoes reductive dechlorination, its daughter products are released into the deeper flow regimes. Prior to installation of

the perimeter drain system, these contaminants would follow the flow to discharge into the Sheboygan River. The drain system has altered the hydrologic flow regime and is now intercepting an increasing amount of deeper, more contaminated, groundwater. Sampling results since the last five-year review indicate the concentrations of vinyl chloride and cis-1,2-DCE have been steadily decreasing. This could be interpreted as meaning that the TCE source is being reduced and generating less breakdown products.

The remedial system is operating as designed and is intercepting contaminated groundwater from both the shallow and deep aquifers beneath the site. If groundwater quality trends continue, the upper, shallow unit may achieve compliance with the cleanup goals within the next 5-10 years. Due to uncertainties regarding the degree and extent of the DNAPL source in the deeper aquifer, it is difficult to determine when the deeper wells might achieve the cleanup standards. The drain system is expected to operate for at least 30 years. There is also no evidence that the contaminant plume has migrated beyond the Sheboygan River.

Kohler Co. has requested exemptions to groundwater standards for several parameters at several wells. In accordance with ch. NR 140, Wis. Adm. Code, Groundwater standard exemptions are required to site or expand a landfill in an area with known groundwater standard exceedances.

#### Alternate Geotechnical investigation:

The DNR accepted Kohler Company's proposed alternative geotechnical investigation (AGI) on July 30, 2015. The AGI proposed using information obtained during previous geotechnical investigations at the site, including but not limited to soil borings, monitoring wells, groundwater analyses, to supplement and meet the geotechnical investigation requirements in ch. NR 512, Wis. Adm. Code, to determine the feasibility of a landfill to expand.

#### Proposed Design and Operations:

The vertical expansion would reconfigure the currently approved final grades to provide a 15 acre vertical overlay on the current landfill footprint. The additional waste capacity of the expansion would be 500,000 cubic yards. The approved maximum height of the landfill would not increase. The landfill would be constructed, filled and closed in three phases of approximately 4, 5, and 6 acres respectively; and have an expected site life of 15 years.

The soil overlying the existing two foot thick clay cap would be removed; an additional three feet of landfill quality clay would be applied in lifts and compacted forming a 5 foot thick clay layer which would be a liner for the expansion and cap for the previously disposed waste. The 5 foot thick clay layer would be overlain by a 1 foot leachate drainage layer, overlain by filter fabric overlain by a 1 foot thick layer of buffer soil. Cover soils to be removed would be salvaged, stockpiled, and used for portions of the proposed expansion final cover.

The final cover system would be a 2 foot thick clay barrier soil overlain by filter fabric overlain by 1 foot of drainage layer soil, overlain by 1 ½ foot rooting zone soil, topped with ½ foot of topsoil. The topsoil would be seeded, and mulched; measures would be implemented to prevent erosion. The vertical expansion would have a final grade of 710 feet above mean sea level, which is lower than the peak of the existing landfill.

Kohler Co. proposes to build a leachate storage pond north of the landfill. The pond would have a composite liner constructed with a 1 foot thick layer of bentonite/foundry sand overlain by a geocomposite liner overlain by a 4 foot thick layer of clay/bentonite/foundry sand. The pond would have an approximate 1.68 million gallon capacity, including 2 feet of freeboard and 1 foot of sediment, and is designed to hold 4 days of leachate modeled using a worst case scenario.

Surface water management features include stormwater ponds, and waterways. Kohler Co. would build a stormwater control pond to the west of the existing landfill where topsoil is currently piled.

Operation of the landfill would continue in much the same manner as currently done for the existing landfill. Waste trucks would continue to travel from the Kohler Co. manufacturing facility south across County Road PP onto County Road A to the landfill entrance. Kohler Co. would try to reach final grades on the perimeter of the landfill and then fill inward, allowing placement of final cover over areas that have reached waste grades to reduce leachate generation.

Visual impacts are expected to be minimal, due to natural screening around the site and the addition of screening berms and vegetation. The landfill would be constructed, filled, and closed in three phases of approximately 4, 5, and 6 acres in size; minimizing the amount of landfill open at any one time.

The final use for the landfill is green space; however, access would remain limited to protect the external landfill structures such as monitoring wells.

#### Environmental Monitoring:

During operation of the landfill and after closure, environmental monitoring would be performed on a periodic basis. The environmental monitoring is proposed for leachate quality and quantity, leachate head elevations, stormwater control structure condition and effectiveness, and groundwater elevation and quality. The monitoring would follow the requirements specified in ch. NR 507, Wis. Adm. Code.

#### Fault Areas, Seismic Impact Zones and Unstable Areas:

The proposed site meets the s. NR 504.04 (3) (g), (h) & (i), Wis. Adm. Code, requirements regarding fault areas, seismic impact zones and unstable areas. There is no evidence in the area of any fault which has shown movement in Holocene time. The site is located in an area of low seismic risk. The data provided to the Department indicates that there is no evidence of karst like features in the immediate area.

#### Needs Analysis:

The feasibility report and appendices include a needs analysis as required under s. NR 512.17, Wis. Adm. Code. The needs analysis evaluates the existing landfill capacity compared the estimated volume of waste that will be generated by the Kohler Co. The Department will evaluate the needs analysis as part of its review and incorporate the needs determination in feasibility determination.

Kohler Co. states it has approximately one year of waste capacity left in the landfill. Waste quantities generated appear to support the need for the proposed vertical expansion and that the expansion would not exceed a 15 year site life, as required by statute.

#### Authorities/Approvals:

In order for Kohler Co. to begin operating the proposed landfill expansion, Kohler Co. would need the following approvals and authorizations:

- Favorable Feasibility Determination under ch. NR 512, Wis. Adm. Code
- Plan of Operation Approval under ch. NR 514, Wis. Adm. Code
- Construction Documentation Approval under ch. NR 516, Wis. Adm. Code

#### Emissions and Discharges:

Industrial waste to be disposed in the proposed vertical expansion would contain little to no organics thus biological breakdown of the minimal organic fraction of the waste in the landfill are not expected to generate significant landfill gas.

Kohler Co. has indicated a maximum leachate generation rate of 3.8 million gallons per year, when cells two and three are both open. Kohler Co. is in the process of negotiating with the City of Sheboygan publicly owned treatment works to accept the leachate from the proposed vertical expansion

#### Biological Impacts:

The area proposed for the vertical expansion was previously used for waste disposal activities. A vertical landfill expansion is considered a no/low impact activity and is included in the endangered resources broad incidental take permit/authorization as activity 1-A15, June 5, 2015 revision. As such it allows for the incidental taking (mortality) of state threatened or endangered animals and plants during no/low impact activities.

#### Land Use Impacts:

The land adjacent to the landfill is primarily agricultural, commercial, industrial, residential, and farm and open space conservation, and planned use development. The vertical expansion is not expected to have an effect on surrounding land use in the immediate area. Development of the expansion would not require displacement of residents, public land withdrawal, or condemnations. The levels of noise, odor, dust, and windblown debris are also not expected to increase above current levels from existing operations.

#### Socioeconomic Impacts:

The expansion is not expected to result in any significant adverse social and economic impacts. The expansion would not result in significant changes in the waste filling operations. Impacts on adjacent neighbors would be similar to those of the existing landfill. The landfill provides employment opportunities for a limited number of local residents and contractors, and increased local business associated with the purchase of required goods and services.

Increases in traffic, noise levels, and congestion are not expected. Road conditions are not expected to change with the expansion and noise impacts from the expansion would be minimal and similar to those that occur from the existing landfill.

If the landfill expansion did not occur, the Kohler Co. would need to haul its waste to another landfill. The closest alternative disposal locations are approximately 40 miles away which would increase disposal costs for Kohler Co., increase traffic along the haul waste route, and use unplanned space in the alternative landfill increasing the need for it to expand.

There may be equipment and truck noise, dust and some odors during construction and operation of the facility. However, the area is not densely populated. In addition, operational activity would occur as presently conducted which generally occurs during daylight hours with evening hours on an as needed basis. As such, the relative noise level owing to the expansion is expected to be similar to that from the existing operations. Waste odors should not be associated with the landfill. Dust can be minimized by frequent watering during dry times.

#### Archeological/Historical Impacts:

Waste disposal is not expected to impact archeological or historical areas. As this would be a vertical landfill expansion the waste disposal area has already undergone construction activities and been used for waste disposal. Adjacent areas used for activities such as stormwater management and leachate storage have the potential to be in an area of an uncatalogued historic campsite/village (SB-0165); however, before Kohler Co. would be approved to expand the landfill a field archeological survey would be conducted to locate, assess, and determine any requirements necessary to limit impacts to identified archeological or historical special resources.

Alternatives to Landfilling:

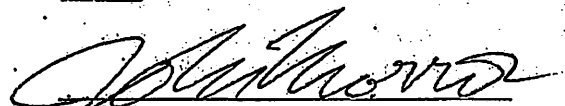
Waste reduction, reuse and recycling are alternatives to land disposal, and these activities have already reduced the volume of Kohler Co. waste that requires disposal at the landfill.

If the proposed expansion is not developed, the waste that is currently disposed of at the existing landfill would have to be disposed of at another existing or new facility. The increased hauling distance and diminished competition and capacity could result in rising costs for waste disposal in the service area. Given the need for landfill capacity for Kohler Co., the impacts of the proposed facility would be moved to a different location, not eliminated entirely, and the impacts might be greater to the environment at another location.


Summary of Issue Identification Activities:

Copies of the complete Feasibility Report and the Addenda have been sent to the affected municipalities (City of Sheboygan, Sheboygan County, Town of Sheboygan, and Village of Kohler) and to the following public libraries: Mead Public Library, 710 N 8<sup>th</sup> Street, Sheboygan, WI 53081 and the Kohler Public Library, 333 Upper Road Kohler, WI 53044. The text of the feasibility report is available on the DNR internet site: <http://dnr.wi.gov/topic/Waste/Comment.html> a copy is also available at the Wisconsin Department of Natural Resources Plymouth Service Center at 1155 Pilgrim Rd., Plymouth, WI 53073 (920) 892-8756.

A 30-day public comment period will begin once the DNR posts the public notice on its internet site. This comment period will afford the public the opportunity to request an informational or contested case hearing in the matter of this proposal. Upon the completion of any hearing or within 90 days of the issuance of this completeness determination, the Department will then issue a feasibility determination and a Wisconsin Environmental Policy Act (WEPA) compliance determination under s. NR 150.35, Wis. Adm. Code. Should a favorable feasibility determination be made, Kohler Co. may submit a plan of operation report containing the proposed engineering details, specifications and operational procedures for the project. Upon the Department's approval of a plan of operation report, construction of the facility may commence. Site construction documentation and Department inspections would occur throughout various phases of construction. A license to operate the facility as an industrial solid waste landfill would be issued following the Department's approval of the site construction documentation report and proof of financial assurance. Kohler Co. will also be required to obtain all other applicable federal, state and local permits or approvals for construction and operation of the landfill.

  
Evaluators:  
John Morris, Professional Soil Scientist  
Hydrogeologist

1-15-2016  
Date

  
Cynthia Moore  
Waste & Materials Management Program Supervisor  
Southeast Region

1-15-2016  
Date



VIII

R. C. No.           - 15 - 16. By FINANCE. February 15, 2016.

Your Committee to whom was referred Res. No. 140-15-16 by Alderperson Hammond authorizing a refund of the 2015 personal property assessment for Tax Parcel 59281865365; recommends placing the documents on file.

*Consent*

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

Committee

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

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

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

III

4.5


Res. No. 140 - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION authorizing a refund of the 2015 personal property assessment for Tax Parcel 59281865365.

RESOLVED: That the appropriate City officials are hereby authorized and directed to cancel the 2015 personal property taxes of \$ 54.99 for Tax Parcel No. 59281865365, in accordance with State Statute 74.35.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized and directed to refund 2015 personal property taxes in the amount of \$ 54.99 for Assessment No. 59281865365 in accordance with State Statute 74.35.

*Finance  
file*

  
\_\_\_\_\_

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

\_\_\_\_\_, 20\_\_\_\_.

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

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

VIII

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

Your Committee to whom was referred Res. No. 144-15-16 by Alderperson Belanger authorizing advertising for bids for the resurfacing of N. 6<sup>th</sup> St. (Niagara Ave. to Superior Ave.), S. 17<sup>th</sup> St. (Maryland Ave. to Union Ave.), and Saemann Ave. (N. 21<sup>st</sup> St. to Calumet Dr.); 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. 144 - 15 - 16. By Alderperson Belanger. February 1, 2016.

A RESOLUTION authorizing advertising for bids for the resurfacing of N. 6<sup>th</sup> Street (Niagara Avenue to Superior Avenue), S. 17<sup>th</sup> Street (Maryland Avenue to Union Avenue), and Saemann Avenue (N. 21<sup>st</sup> Street to Calumet Drive).

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of N. 6<sup>th</sup> Street (Niagara Avenue to Superior Avenue), S. 17<sup>th</sup> Street (Maryland Avenue to Union Avenue), and Saemann Avenue (N. 21<sup>st</sup> Street to Calumet Drive) 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.

*Sub. Wks.  
Approved*

*John B. [Signature]*

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

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

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

III

VIII

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

Your Committee to whom was referred Res. No. 145-15-16 by Alderperson Belanger authorizing executing a Naming Rights Agreement regarding the three softball fields located at Wildwood Softball Complex; 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. 145 - 15 - 16. By Alderperson Belanger. February 1, 2016.

A RESOLUTION authorizing executing a Naming Rights Agreement regarding the three softball fields located at Wildwood Softball Complex.

RESOLVED: That the Mayor is hereby authorized and directed to execute the attached Naming Rights Agreement with Wisconsin Bank and Trust.

John Belanger

*Pub. Wks. Approved*

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

## **NAMING RIGHTS AGREEMENT**

THIS NAMING RIGHTS AGREEMENT, hereinafter referred to as the "Agreement," is made by and between the City of Sheboygan and Wisconsin Bank and Trust.

### RECITALS

1. The Sheboygan Softball Association ("SSA"), with the permission of the City of Sheboygan, entered into a five (5) year agreement on May 20, 2011 with Community Bank and Trust for the naming rights of the three softball fields located at Wildwood Softball Complex, 2213 New Jersey Avenue, Sheboygan, Wisconsin 53081.

2. Pursuant to said agreement, the fields were named "Community Bank and Trust Softball Fields," from 2011 through the 2015 season.

3. The City of Sheboygan found it necessary to terminate the contract with the SSA to operate the Wildwood Softball Complex on February 21, 2014, but entered into an agreement with Community Bank and Trust to uphold the original terms of the naming rights agreement with Community Bank and Trust.

4. The prior agreement provided Community Bank and Trust with an option to renew this agreement for an additional five (5) years.

5. During 2015, Wisconsin Bank and Trust merged with Community Bank and Trust, and the combined entity, known as Wisconsin Bank and Trust, desires to renew this agreement under its new name.

### AGREEMENT

Wisconsin Bank and Trust hereby agrees to make annual naming rights payments of \$5,000 per year directly to the City of Sheboygan for five (5) years, beginning with 2016. The terms of the payments shall remain the same as provided in the 2011 agreement. These payments will be used by the City of Sheboygan to maintain and upgrade the softball fields and other park amenities.

The City of Sheboygan understands that the agreement will include appropriate signage at the Wildwood Softball Complex, banners on the fields, and ads in the online schedule each year, similar to what was provided in the previous years of the agreement.

CITY OF SHEBOYGAN

WISCONSIN BANK AND TRUST

By: \_\_\_\_\_  
Michael J. Vandersteen  
Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

VIII

R. C. No. \_\_\_\_\_ - 15 - 16. By PUBLIC PROTECTION AND SAFETY.  
February 15, 2016.

Your Committee to whom was referred Res. No. 143-15-16 by Alderperson Thiel authorizing application for 2016 COPS Office Anti-Heroin Task Force Program Grant Solicitation; recommends that the Resolution be passed.

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

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. 143 - 15 - 16. By Alderperson Thiel. February 1, 2016.

A RESOLUTION authorizing application for 2016 COPS Office Anti-Heroin Task Force Program Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department, as lead agency for the Sheboygan County MEG Unit, has the opportunity to obtain an Anti-Heroin Task Force grant in the amount of \$12,300 annually for two years from the State of Wisconsin, Department of Justice.

WHEREAS, the Anti-Heroin Task Force Grant program provides funds to support additional overtime hours for MEG Unit member agencies' investigative personnel to conduct heroin and opioid drug investigations for the period January 1, 2016 through December 31, 2017.

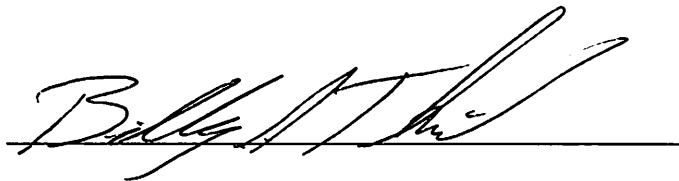
WHEREAS, in order to obtain the grant in the amount of \$24,600 it is necessary for the Chief of Police to submit a Memorandum of Understanding through the Wisconsin Department of Justice before January 31, 2016; and

WHEREAS, the funding received would be \$24,600 from the State of Wisconsin with no local matching funds required.

RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

*P.P.S.  
approve*

BE IT FURTHER RESOLVED: that the City of Sheboygan will meet the obligations of the grant including reimbursement for member agencies and such processing shall continue as long as the state grant program is renewed, or until this resolution is modified by the Council.



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

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

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

# VI

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

Your Committee to whom was referred to R. O. No. 272-15-16 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 "A" BEER LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3170	Minit Mart #1	1508 S. 8 <sup>th</sup> St.
3171	Minit Mart #2	2235 North Ave.
3172	Minit Mart #3	2420 Calumet Dr.
3173	Minit Mart #4	3715 Washington Ave.
3174	Minit Mart #5	3626 S. Taylor Dr.
3175	Minit Mart #6	1230 N. Taylor Dr.
3176	Minit Mart #7	1211 Weeden Creek Rd.
3169	Minit Mart #8	1006 Geele Ave.

## CLASS "B" BEER (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3168	Tasty Sheboygan	1423 Union Ave.

## CLASS "C" WINE (June 30, 2016)

3168	Tasty Sheboygan	1423 Union Ave.
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## BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0992	Boehlke, Allyson P.	1606 S. 20 <sup>th</sup> St.
1047	Brown, Rachel A.	3630 N. 17 <sup>th</sup> St.
6646	Gatlin, Lindsey M.	2115 N. 8 <sup>th</sup> St.
0702	Genke, Jessica Ann	4423 Primrose Ct.
1254	Gorski, Ashley N.	331 Washington Ct.
1261	Guy, Joshua T.	W3718 South Dr., Plymouth
0201	Laws, Vincent A.	910 Lincoln Ave.
0784	Mehn, Jeffrey L.	3610 Bonnie Ct.
*0659	Meyer, Kayleigh M.	1606 Martin Ave.

*Consent*

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

1022	Przybl, Samson L.	2640 Miley Rd., Sheb. Falls
1258	Samsal, Alexia P.	134 Bluff Ave., Sheb. Falls
7354	Semsch, Saowanee	512A S. 13 <sup>th</sup> St.
0601	Wirt, Shannon M.	512 N. 8 <sup>th</sup> St., #303

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9044	Ringel, Tammy L.	1511 N. 8 <sup>th</sup> St.
*0741	Sarabia, Jason J.	1202 Alabama Ave.

**\*grant contingent upon the 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

II

Other Matters

8.3

R. O. No. 272- 15 - 16. By CITY CLERK. February 1, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

*Laws & Lic  
2/15/16 - grant all  
licenses*

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

CLASS "A" BEER LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3170	Minit Mart #1	1508 S. 8 <sup>th</sup> St.
3171	Minit Mart #2	2235 North Ave.
3172	Minit Mart #3	2420 Calumet Dr.
3173	Minit Mart #4	3715 Washington Ave.
3174	Minit Mart #5	3626 S. Taylor Dr.
3175	Minit Mart #6	1230 N. Taylor Dr.
3176	Minit Mart #7	1211 Weeden Creek Rd.
3169	Minit Mart #8	1006 Geele Ave.

CLASS "B" BEER (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3168	Tasty Sheboygan	1423 Union Ave.

CLASS "C" WINE (June 30, 2016)

3168	Tasty Sheboygan	1423 Union Ave.
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BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0992	Boehlke, Allyson P.	1606 S. 20 <sup>th</sup> St.
1047	Brown, Rachel A.	3630 N. 17 <sup>th</sup> St.
6646	Gatlin, Lindsey M.	2115 N. 8 <sup>th</sup> St.
0702	Genke, Jessica Ann	4423 Primrose Ct.
1254	Gorski, Ashley N.	331 Washington Ct.
1261	Guy, Joshua T.	W3718 South Dr., Plymouth
0201	Laws, Vincent A.	910 Lincoln Ave.

0784 Mehn, Jeffrey L.	3610 Bonnie Ct.
0659 Meyer, Kayleigh M.	1606 Martin Ave.
1022 Przybl, Samson L.	2640 Miley Rd., Sheb. Falls
1258 Samsal, Alexia P.	134 Bluff Ave., Sheb. Falls
7354 Semsch, Saowanee	512A S. 13 <sup>th</sup> St.
0601 Wirt, Shannon M.	512 N. 8 <sup>th</sup> St., #303

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9044	Ringel, Tammy L.	1511 N. 8 <sup>th</sup> St.
0741	Sarabia, Jason J.	1202 Alabama Ave.

**IX**

R. C. No. \_\_\_\_\_ - 15 - 16. By PUBLIC PROTECTION AND SAFETY.  
February 15, 2016.

Your Committee to whom was referred Gen. Ord. No. 46-15-16 by Alderperson Thiel amending various sections of Division 4 (Sewer and Water Services) of the plumbing code of the City of Sheboygan, contained in Article VIII, Chapter 26, Sheboygan Municipal Code; recommends that the Ordinance be passed.

*Consent*

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

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

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

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

X

6.2

Gen. Ord. No. 46 - 15 - 16. By Alderperson Thiel. February 1, 2016.

AN ORDINANCE amending various sections of Division 4 (Sewer and Water Services) of the plumbing code of the City of Sheboygan, contained in Article VIII, Chapter 26, Sheboygan Municipal Code.

WHEREAS, the Sheboygan Water Utility has requested various changes to the City of Sheboygan plumbing code to bring the code up to date with current technology and best practices.

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

Section 1. Section 26-1003 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-1003. *Water service and private water mains.*

Water service laterals and private water mains from the public water main in the street to the curb stop shall be ductile iron, soft copper, polyethylene (PE), or polyvinyl chloride (PVC), with no sweat joints underground. When it appears that a lead or galvanized water service has failed, it shall be replaced with ductile iron, soft copper, polyethylene (PE), or polyvinyl chloride (PVC), from the main in the street to the curb stop; provided, however, that water services damaged by the water utility during disconnection for nonpayment of a water bill may be repaired rather than replaced. Specified materials shall conform to material properties set forth in Chapter SPS 384 of the Wisconsin Administrative Code."

Section 2. Section 26-1007 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-1007. *Defective lead and galvanized iron services.*

Whenever it appears, upon inspection, that a lead or galvanized water service lateral has failed from the building control valve to the stop box, the lead or galvanized lateral shall be replaced by a lateral of materials as set forth in Chapter SPS 384 of the Wisconsin Administrative Code."

PPS  
approve.

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.



Billy A. Hall

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

IX

R. C. No. \_\_\_\_\_ - 15 - 16. By PUBLIC PROTECTION AND SAFETY.  
February 15, 2016.

Your Committee to whom was referred Gen. Ord. No. 45-15-16 by Alderperson Thiel repealing and recreating portions of Section 122-98 of the City of Sheboygan Municipal Code, relating to water main extensions; recommends that the Ordinance be passed.

*Consent*

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

Committee

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

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

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

~~IX~~

6.1

Gen. Ord. No. 45 - 15 - 16. By Alderperson Thiel. February 1, 2016.

AN ORDINANCE repealing and recreating portions of Section 122-98 of the City of Sheboygan Municipal Code, relating to water main extensions.

WHEREAS, the Sheboygan Water Utility has requested that the charge for water main assessments be increased from \$25.00 to \$30.00 per linear foot so as to reflect current installation costs; and

WHEREAS, the Sheboygan Water Utility has requested that commercial uses receive the same treatment as single and two-family residential uses with relation to water main assessments on corner lots.

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

Section 1. Section 122-98 of the Sheboygan Municipal Code is hereby repealed and recreated in subsection (c) (2), thereof, so as to read as follows:

"Sec. 122-98. *Water main extensions.*

. . .

(c) Special assessments:

. . .

(2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows:

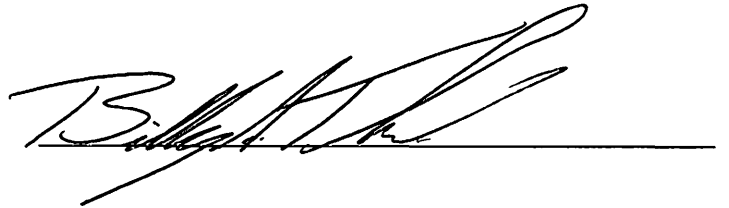
- a. The first water main, whether it is along the long side or short side of the lot, shall be assessed at \$30.00 per foot for the entire side.
- b. When the second side of the corner lot receives a water main, the second side shall be charged only for the water main in excess of 120 feet; provided however, that if said lot is zoned for single, two-family residential or commercial use, the second side shall be charged only for the water main in excess of 220 feet.
- c. Any length over 120 feet (220 feet for lots zoned for single, two-family residential or commercial use) shall be assessed at \$30.00 per foot.

*AP/S*  
*approve*

- d. The linear foot of frontage assessed to any parcel shall not be less than the minimum permitted lot width for lots in the particular zoning district, provided, however, that legal nonconforming lots shall be assessed based upon the actual linear foot frontage of the lot.

. . . ."

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



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

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

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

III

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a communication from Kenneth Peitzmeier requesting a waiver from the Sex Offender Residency restrictions in order to live at 1915 N. 11<sup>th</sup> St.

PP+S.

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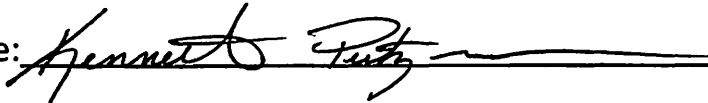
City Clerk

Date: 2-1-2016

My name is: Kenneth Peitzmeier

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1915 North 11<sup>th</sup> Street, Sheboygan, WI 53081

Signature: 

Phone Number: 920-453-8599

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

II

R. O. No. \_\_\_\_\_ - 15 - 16. By FIRE CHIEF. February 15, 2016.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing October 1, 2015, and ending December 31, 2015.

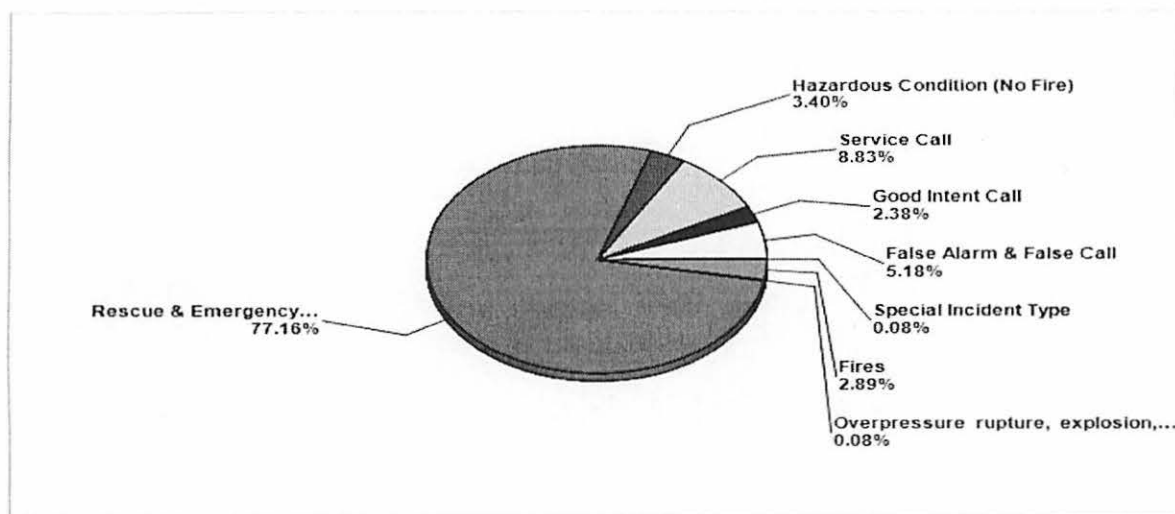
PP+S.

\_\_\_\_\_  
Fire Chief

## SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 10/1/2015 - 12/31/2015

### INCIDENT RESPONSES



INCIDENT TYPES	2015	2014
Fires	34	30
Overpressure rupture, explosion, overheating - no fire	1	2
Rescue & Emergency Medical Service	909	1063
Hazardous Condition (No Fire)	40	32
Service Call	104	112
Good Intent Call	28	40
False Alarm & False Call	61	61
Severe Weather & Natural Disaster	1	0
<b>TOTAL</b>	<b>1178</b>	<b>1340</b>

### 4TH QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2015	2014
Out of City	11	5
Station 1	372	377
Station 2	226	248
Station 3	268	339
Station 4	185	220
Station 5	116	151

### 4TH QUARTER FIRE LOSSES

	2015	2014
Number of Incidents	15	13
Total Property Loss	\$ 163,200.00	\$ 90,822.00
Total Content Loss	\$ 180,710.00	\$ 20,300.00
Total Losses	\$ 343,910.00	\$ 111,122.00
Average Loss	\$ 22,927.00	\$ 8,547.00

II

R. O. No. \_\_\_\_\_ - 15 - 16. By CITY CLERK. February 15, 2016.

Submitting a communication from Gary L. Krueger, PLS, Krueger Land Survey submitting the final plat of the Mueller Field West subdivision in the Town of Sheboygan for review.

---

City Clerk

February 7, 2016

Gary L. Krueger, PLS  
KRUEGER LAND SURVEY  
1521 Superior Avenue  
Sheboygan, WI, 53081

Steven E. Sokolowski, Manager of Planning  
DEPARTMENT OF CITY DEVELOPMENT  
City of Sheboygan  
826 Center Ave. Suite 104  
Sheboygan, WI 53081

RE: Mueller Field West  
Town of Sheboygan

Dear Mr. Sokolowski,

We are submitting the final plat of the MUELLER FIELD WEST subdivision in the Town of Sheboygan for your review.

The City of Sheboygan has extraterritorial review of this Subdivision. Your approval is required in order for this subdivision to be recorded.

As per your request an electronic copy of this plat is being transmitted.

A check for a \$100 review fee is also being forwarded.

Thank you for your help and if you have any questions, please feel free to call us at 459-8263.

Sincerely,

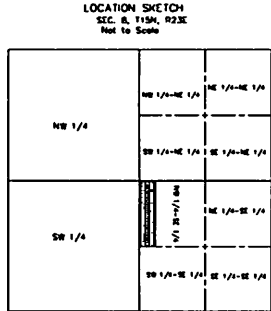
Gary L. Krueger, PLS

Cc: Warren Vandoske, KRUEGER LAND SURVEY  
Oyvind Solvang, Mueller Fields West., LLC

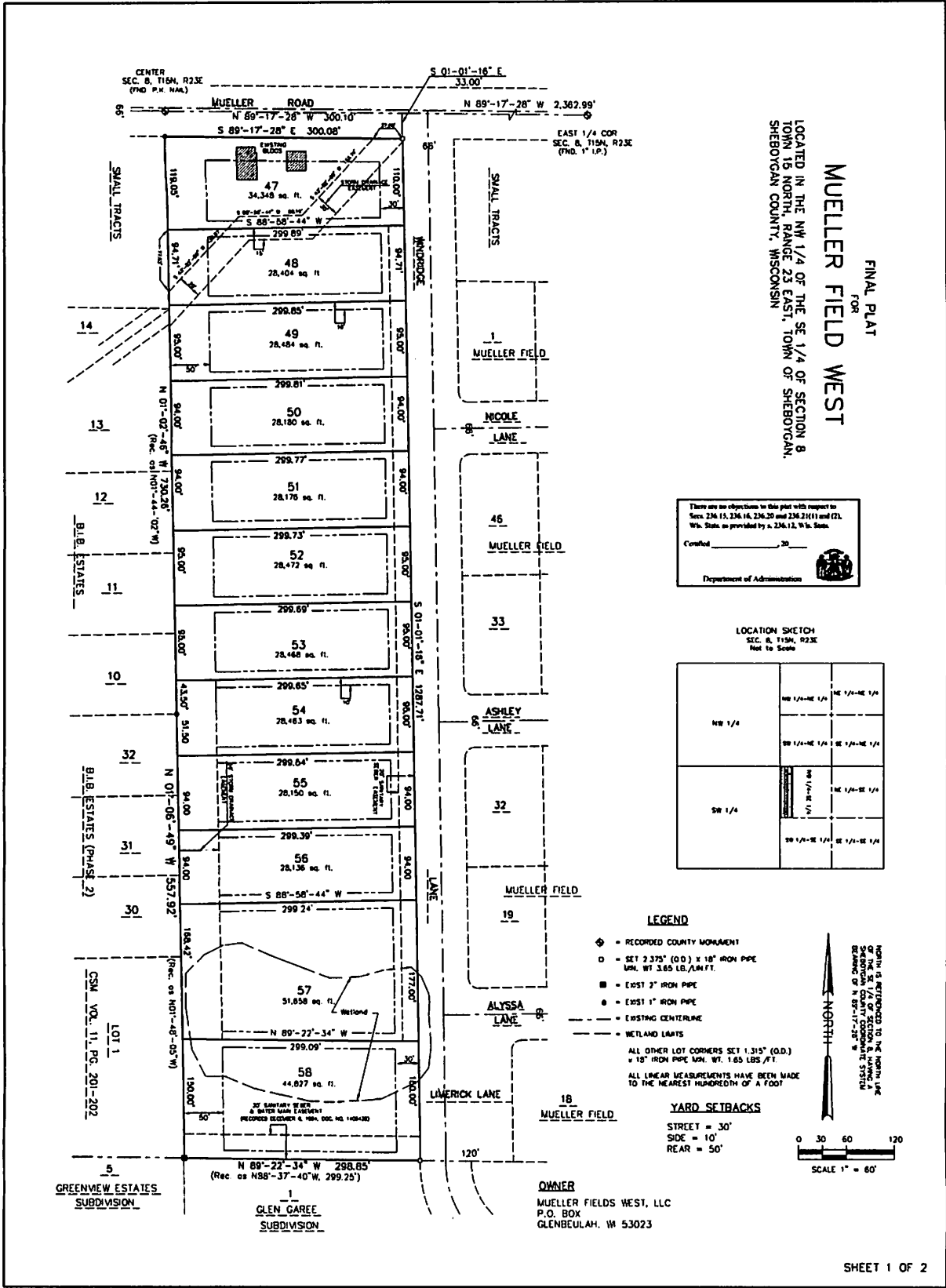
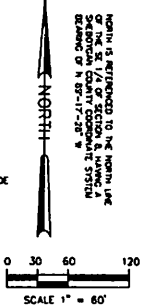


FINAL PLAT  
FOR  
**MUELLER FIELD WEST**  
LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 8  
TOWN 15 NORTH, RANGE 23 EAST, TOWN OF SHEBOYGAN,  
SHEBOYGAN COUNTY, WISCONSIN

There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.  
Certified \_\_\_\_\_, 20\_\_\_\_  
Department of Administration



- LEGEND**
- ⊙ = RECORDED COUNTY MONUMENT
  - = SET 3.375" (O.D.) X 18" IRON PIPE  
W/4 WT. 3.65 LB./LIN.FT.
  - = EXIST 2" IRON PIPE
  - = EXIST 1" IRON PIPE
  - = EXISTING CENTERLINE
  - - - = WETLAND LIMITS
- ALL OTHER LOT CORNERS SET 1.315" (O.D.)  
X 18" IRON PIPE W/4 WT. 1.65 LB./FT.  
ALL LINEAR MEASUREMENTS HAVE BEEN MADE  
TO THE NEAREST HUNDREDTH OF A FOOT
- YARD SETBACKS**
- STREET = 30'  
SIDE = 10'  
REAR = 50'



**OWNER**  
MUELLER FIELDS WEST, LLC  
P.O. BOX  
GLENBULAH, WI 53023

II

R. O. No. \_\_\_\_\_ - 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

*Inance*

---

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

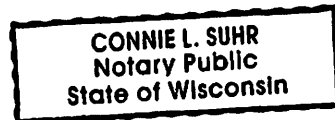
23 JANUARY 2014  
Date

Subscribed and sworn to before me this 23rd day of January, 2014.

Connie L. Suhr  
Notary Public

State of WISCONSIN.

My commission expires 2/27, 2017.



<b>Veolia Environmental Services Subsidiaries</b>
---

<b>AET Services/VIV, LLC</b>
<b>Aetservices,VIV, LLC</b>
<b>Novink Printing USA Corp</b>
<b>Oil Equipment Properties-Richmond</b>
<b>ONYX Environmental Services, LLC</b>
<b>OSPC VIV, LLC</b>
<b>Payne Daniel E</b>
<b>Veolia ES Industrial Services, Inc.</b>
<b>Veolia ES Special Services, Inc.</b>
<b>Veolia ES Technical Solutions, LLC</b>

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 146  
Baytown, TX 77520

- Sole proprietorship
- Partnership
- Corporation
- LLC
- LLP

FEIN:

Account # 69281915270

Property addr: 2905 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 53089</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
<b>Total assessable (may not include all buildings on leased land if assessor has not determined value)</b>		<b>\$ 0</b>

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 146, 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	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>972-934-6072</u>	Preparer's fax number <u>972-934-4939</u>
Owner's email address <u>calhy.berry@veolias.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
Use additional sheets of necessary				Total declared value (enter here and on Schedule A) <i>Ø</i>

**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.

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	\$120,750			0.794	
2011	\$112,732			0.688	
2010				0.585	
2009				0.497	
2008	\$56,261			0.439	
2007	\$400,462			0.377	
2006				0.333	
2005	\$126,891			0.287	
2004				0.250	
Prior to '04	\$679,222			0.137	
Total declared value (enter here and on Schedule A)					<i>Ø</i>

**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)					<i>Ø</i>

**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	\$4,574			0.327	
2010	\$1,390			0.204	
2009	\$1,058			0.128	
2008				0.080	
2007	\$4,053			0.050	
Prior to '07	\$2,586			0.031	
<b>Total declared value</b>					<b>0</b>

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.

(enter here and on Schedule A)

**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 (6 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	
<b>Total declared value</b>					<b>0</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, 2014 (Determined by Assessor)
<b>Total declared value</b>			<b>0</b>

Use additional sheets if necessary

(enter here and on Schedule A)

**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) <span style="float: right;">0</span>

**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,

**STATE OF WISCONSIN  
PERSONAL PROPERTY TAX BILL FOR 2014  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY**

VEOLIA ES INDUSTRIAL SERVICES, INC  
3018 N HIGHWAY 146

1885

**PROPERTY NUMBER: 59281915270**  
Correspondence should refer to Property Number.

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.
		635,830	96.906			656,130	
<b>TAXING JURISDICTION</b>	<b>2013</b> Est. State Aids Allocated Tax Dist	<b>2014</b> Est. State Aids Allocated Tax Dist	<b>2013</b> Net Tax	<b>2014</b> Net Tax	<b>% Tax Change</b>	<b>NET PROPERTY TAX</b>	<b>17154.95</b>
<b>STATE</b>	1563723	1607575	94.66	111.38	17.7		
<b>COUNTY</b>	13146608	13295672	3043.05	3601.42	18.3		
<b>C-SHEBOYGAN</b>	51005863	51856061	5163.38	6064.15	17.4		
<b>SCHL - 5271</b>	569396	719585	5511.83	6866.58	24.6		
<b>TCDB 11</b>			913.41	511.42	-44.0		
	<b>TOTAL 66285590</b>	<b>67478893</b>	<b>14726.33</b>	<b>17154.95</b>	<b>16.5</b>	<b>TOTAL DUE FOR FULL PAYMENT</b>	<b>17154.95</b>
		Lottery & Gaming Credit				<b>PAY BY JANUARY 31, 2016</b>	
		Not Property Tax	<b>14726.33</b>	<b>17154.95</b>	<b>16.5</b>	<b>\$17154.95</b>	
School taxes reduced by school levy tax credit	<b>1175.83</b>	<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 Ratio (Does NOT reflect Lottery Credit)	<b>26.9804214</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	
2905 Palme Ave		VEOLIA ES INDUSTRIAL SERVICES, INC 3018 N HIGHWAY 146 BAYTOWN TX 77520-2685				1st Installment by JANUARY 31, 2016 <b>17154.95</b>	2nd Installment by JULY 31, 2016

SEE REVERSE SIDE FOR IMPORTANT INFORMATION  
**RETAIN THIS PORTION AS YOUR COPY**

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT  
PERSONAL PROPERTY TAX BILL FOR 2014**



AC109936

Please make all payments to the City of Sheboygan.

Property Number: 59281915270

Name: VEOLIA ES INDUSTRIAL SERVICES, INC  
3018 N HIGHWAY 146  
BAYTOWN TX 77520-2685

Pay 1st Installment - \$17154.95

Or

Pay Full Payment - \$17154.95

By January 31, 2015

Property Address: 2905 Palme 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 Community Bank & Trust lobby locations		<b>Community Bank &amp; Trust Lobby</b> 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	<b>Lobby hours:</b> 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 1/19.

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.

Make check payable and mail to:

**City of Sheboygan**  
**828 Center Ave, Suite 205**  
**Sheboygan WI 53081**

**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)**

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.


<p><b>Ryan, LLC</b>  <b>Veolia Environmental N. A.</b>          13155 Noel Road, Suite 100          Dallas, TX 75240          (972) 924-0077</p>	<p>Bank Of America          801 E Main          Dallas, TX 75201          214-508-8262</p>	<p><b>1128</b>          32-2          11107X/1310</p>
--	--	---

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

  
CEO AND MANAGING PRINCIPAL

⑈ 1128 ⑆ ⑆ 111000025 ⑆ ⑆ 488038571796 ⑆

PRESENTED TO THE ORDER OF SHEBOYGAN, WI  
 0100771180

>075912615<  
 BC\_CBS01\_0701  
 2015-02-03 100771180  
 Site#0107 DepID:1496528

Pay to the Order of  
 Community Bank & Trust  
 075912615  
 For Deposit Only  
 City of Sheboygan Master Account  
 173735

STATE OF WISCONSIN  
**PERSONAL PROPERTY TAX BILL FOR 2015**

VEOLIA ES INDUSTRIAL SERVICES, INC  
 3018 N HIGHWAY 146

**CITY OF SHEBOYGAN  
 SHEBOYGAN COUNTY**

PROPERTY NUMBER: 59281915270  
 Correspondence should refer to Property Number.

1592

Assessed Value Land	Ass'g Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	
		644,700	99.564			647,520	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
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 <b>16741.48</b>
STATE		1607575	1536231	111.38	109.84	-1.4	
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 <b>\$16741.48</b>
School taxes reduced by school levy tax credit		1351.61					
Net Assessed Value Rate (Does NOT reflect Lottery Credit)				25.9678587			
Net Property Tax				17154.95	16741.48	-2.4	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							1st Installment by JANUARY 31, 2016 <b>16741.48</b> 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**



AC108936

Please make all payments to the City of Sheboygan.

Property Number: 59281915270

Pay 1st Installment - **\$16741.48**

Name: VEOLIA ES INDUSTRIAL SERVICES, INC  
 3018 N HIGHWAY 146  
 BAYTOWN TX 77520-2665

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 QUINCE  
 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

0008 019  
 0051

**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

1333

32-2  
 1110TX/1310

REFERENCE	DATE	CHECK NO.	AMOUNT
	01/26/2016	1333	**16,741.48

**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			**16,741.48

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			**16,741.48

**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)

FOR ASSISTANCE IN COMPLETING THIS FORM, YOU MAY CONTACT THE ASSESSOR.

Veolia ES Industrial Services Inc.  
c/o Ryan, LLC Attn: Brett Koch  
13155 Noel Rd, Ste 100 - Dallas, TX 75240

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 \_\_\_\_\_  
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 value for "SALY" for Same As Last Year; forms must be filled out completely. Note that property used for business purposes, such as registers and single-function fax machines, is excluded from TOTAL ASSESSABLE.

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only, No Insurance Coverage Provided)  
For delivery information visit our website at www.usps.com  
OFFICIAL USE

Postage \$ \_\_\_\_\_  
Certified Fee \_\_\_\_\_  
Return Receipt Fee (Endorsement Required) \_\_\_\_\_  
Restricted Delivery Fee (Endorsement Required) \_\_\_\_\_

Toll Free  
Sent by First Class or PC  
City, State, ZIP

Accurate Appraisal, LLC  
P.O. Box 415  
Menasha, WI 54942

Postmark Here 2/27

PS Form 3800, August 2008 See Reverse for Instructions

	Values		CODE	Column 4 LEAVE BLANK
	Column 2 Subtotals	Column 3 Totals		
		432,450	1	
Information Systems (from Sch. D-2)		432,450	2	
(from Sch. F)	10,750		3	
		10,750	4A	
			4B	
(11)		443,200		
(10 D-1)	3,716			
A-003 →				

I hereby declare the information given is true and correct and that 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) Veolia ES Industrial Services Inc.	Signature & Date <i>Lara Lema</i> 2/21/14	Preparer's Name (please print) c/o Ryan LLC, Attn: Brett Koch	Signature & Date
Owner's Full Address 3018 N Hwy 146, Baytown TX 77520	Owner's Phone Number (713) 307-2144	Preparer's Full Address 13155 Noel Rd, Ste 100 - Dallas, TX 75240	Preparer's Phone Number (972) 934.0022
Fax Number 713-307-7680	E-mail Lara.Lema@veoliaes.com	Fax Number 972.934.4939	E-mail brett.koch@ryan.com

2010 1060 0002 3648 2453

**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 Conversion Factor 10 yr.	Column 6 Indexed Net 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 Conversion Factor 10 yr.	Column 6 Indexed Net 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 <i>(column 2 +/- column 3)</i>	Column 5 Conversion Factors 4 yr.	Column 6 Indexed Net Value (Full Value) on January 1, 2014 <i>(Column 4 x Column 5)</i>	Column 7 LEAVE BLANK
2013				.813		
2012	See Attached			.513		
2011				.327		
2010				.204		
2009				.128		
2008				.080		
2007				.050		
Prior to '07				.031		
<b>Totals</b>						

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 <i>(column 2 +/- column 3)</i>	Column 5 Conversion Factors 6 yr.	Column 6 Indexed Net Value (Full Value) on January 1, 2014 <i>(Column 4 x Column 5)</i>	Column 7 LEAVE BLANK
2013				.875		
2012	NA			.663		
2011				.507		
2010				.380		
2009				.285		
2008				.223		
Prior to '08				.124		
<b>Totals</b>						

*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				
<b>Total Declared Value</b>				

*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							
<b>Totals</b>							

\* Leasing Companies: To avoid duplication of assessment, provide the same information requested on this schedule including name and location of lessees.

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

<b>2014 Depreciation Schedule</b>				
<b>2014 Class</b>	<b>Acq Year</b>	<b>Total</b>	<b>% Good</b>	<b>Declared Value</b>
Sch C: M&E	2012	120,750	79.40%	95,876
	2011	112,732	68.80%	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
<b>Sch C: M&amp;E Total</b>		<b>1,298,540</b>		<b>432,450</b>
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
<b>Sch D1: Comps Total</b>		<b>16,621</b>		<b>3,716</b>
<b>Sheboygan Falls Total</b>		<b>1,315,161</b>		<b>436,166</b>

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	Descr	2014 Class	Acq year	Sum Cost
31003	Sheboygan Falls	7736	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	7067	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	HP8005 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 16565	Sch D1: Comps	2009	1,057
31003	Sheboygan Falls	6172	HP 6710B T7300 Laptop	Sch D1: Comps	2007	2,026
31003	Sheboygan Falls	6173	HP 6710B T7300 Laptop	Sch D1: Comps	2007	2,026
31003	Sheboygan Falls	6082	LAPTOP COMPUTER	Sch D1: Comps	2006	2,586
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 Presvac	Sch C: M&E	2011	24,104
31003	Sheboygan Falls	6178	Terragator Refurb Unit 912014	Sch C: M&E	2008	56,261
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	1890 NATIONAL CRANE ON IHC CHA	Sch C: M&E	2002	32,212
31003	Sheboygan Falls	6063	5500 GALLON AG TYPE LIQUID WAS	Sch C: M&E	2000	15,000
31003	Sheboygan Falls	6082	WHEEL LOADER/JOHN DEERE/644G/1	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/NRA	Sch C: M&E	1997	5,934
31003	Sheboygan Falls	6036	30YD/RO/CAN MACHINE/22245/NRA	Sch C: M&E	1997	5,934
31003	Sheboygan Falls	6027	AG-GATOR/3004/1980/UJ /3001020	Sch C: M&E	1996	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/1996	Sch C: M&E	1996	5,623
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 mes 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	9233.84
STATE COUNTY C-SHEB. FALLS SCHL - 5278 TCDB 11		381799 728194 7435533 170901		71.98 2327.39 2714.47 3789.50 330.50			
TOTAL		8716427		9233.84			9233.84
		Lottery & Gaming Credit					TOTAL DUE FOR FULL PAYMEN PAY BY JANUARY 31, 2015
		Net Property Tax		9233.84	100.0		\$9233.84
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 Credit)		Warning: If not paid by due dates, installm 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				20.8344751		1st Installment by JANUARY 31, 2015	2nd Installment by JULY 31, 2011
			VEOLIA ES INDUSTRIAL SERVICE INC ATTN RUAN LLC BRETT KOCH 13155 NOEL RD STE 100 DALLAS TX 75240-5050			9233.84	

SEE REVERSE SIDE FOR IMPORTANT INFORMATIO  
 RETAIN THIS PORTION AS YOUR COP'

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

Pay 1st Installment - \$9233.84

Or

Pay Full Payment - \$9233.84

By January 31, 2015

Name: VEOLIA ES INDUSTRIAL SERVICE INC  
 ATTN RUAN LLC BRETT KOCH  
 13155 NOEL RD STE 100  
 DALLAS TX 75240-5050

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 Paymen
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 MICROBANKING. THE REVERSE SIDE INCLUDES AN FBI SECURITY MARK.


<p><b>Ryan, LLC</b>  <b>Veolia Environmental N. A.</b>          13155 Noel Road, Suite 100          Dallas, TX 75240  <small>(972) 934-0127</small></p>	<p><b>Bank Of America</b>          901 E Main          Dallas, TX 75201          214-508-6262</p>	<p style="text-align: right;"><b>1129</b></p> <p style="text-align: center;"><small>32-2</small>  <small>1110TX/1310</small></p>	
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<small>REFERENCE</small>	<small>DATE</small>	<small>CHECK NO.</small>	<small>AMOUNT</small>
	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

  
CEO AND MANAGING DIRECTOR

⑈ 1129 ⑆ ⑆ 11000025⑆ ⑈ 488038571796 ⑈

774634488

PAY TO THE ORDER OF  
 WELLS FARGO BANK, WISCONSIN, N.A.  
 EAST CENTRAL  
 FOR DEPOSIT ONLY  
 CITY OF SHEBOYGAN FALLS  
 JOEL L. FALUSCHEK, CITY CLERK/TREASURER  
 4800010472

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: \_\_\_\_\_

Status Change	<input type="checkbox"/> Business moved out of municipality (Indicate new address on right)	New Owner	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)	<del>PLEASE SEE ATTACHED *</del>	
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)		\$
<b>Total assessable (may not include all buildings on leased land if assessor has not determined value)</b>		<b>\$</b>

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) <b>Martin Vosburg</b>		Preparer's name (if other than owner) (please print) <b>BRETT KOCH</b>	
Owner's mailing address (if different than above) <b>125 S 84th St, Ste 175 Milwaukee, WI 53214</b>		Preparer's mailing address <b>13155 NOEL RD, STE 100, DALLAS, TX 75240</b>	
Owner's signature 	Date signed <b>3/30/15</b>	Preparer's signature 	Date signed
Owner's phone number <b>(414) 479-2445</b>	Owner's fax number	Preparer's phone number <b>772-934-0022</b>	Preparer's fax number <b>972-934-4939</b>
Owner's email address <b>Martin.Vosburg@veolia.com</b>		Preparer's email address <b>bkoch@ryan.com</b>	

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 of 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	\$120,760	* 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	\$128,891			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	\$4,570			0.513	
2012				0.323	
2011	*PLEASE SEE ATTACHMENTS*			0.206	
2010				0.130	
2009				0.081	
2008				0.051	
Prior to '08				0.032	
				Total declared value	
				(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	
				Total declared value (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)
			Total declared value (enter here and on Schedule A)

**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
Use additional sheets if necessary				Total declared value (enter here and on Schedule A)

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	
			<b>Computer Equip Total</b>			<b>24,080</b>	<b>3.2%</b>
		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	
		<b>M&amp;E Total</b>			<b>1,595,234</b>	<b>0.0%</b>	<b>510,028</b>
<b>Sheboygan Falls, WI Total</b>			<b>1,619,314</b>	<b>0.0%</b>	<b>515,570</b>		



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	2015 RYAN SITUS	STATE CLASS	YEAR	RYAN ASSET ID	Descr	Cost	% GOOD	RCNLD			
31003	Sheboygan Falls, WI	Computer Equip	2008	6082	LAPTOP COMPUTER	2,586	3.2%	83			
			<b>2008 Total</b>					<b>2,586</b>	<b>3.2%</b>	<b>83</b>	
			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			
			<b>2007 Total</b>					<b>5,428</b>	<b>3.2%</b>	<b>174</b>	
			2009	6373	Desktop Workstation 16565	1,057	8.1%	86			
			<b>2009 Total</b>					<b>1,057</b>	<b>8.1%</b>	<b>86</b>	
			2010	6858	HP6005 E Desktop	695	13.0%	90			
				6859	HP 6005 E Desktop	695	13.0%	90			
			<b>2010 Total</b>					<b>1,390</b>	<b>13.0%</b>	<b>181</b>	
			2011	7067	HP SB 6450B Laptop	1,832	20.6%	377			
				7164	HP SB 6005 Desktop	1,178	20.6%	243			
				7283	HP SB 2560P Laptop	1,564	20.6%	322			
			<b>2011 Total</b>					<b>4,574</b>	<b>20.6%</b>	<b>942</b>	
			2012	7735	HP SB 6560B Laptop	1,480	32.3%	478			
				7736	HP SB 6560B Laptop	1,480	32.3%	478			
			<b>2012 Total</b>					<b>2,960</b>	<b>32.3%</b>	<b>956</b>	
			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%	768			
				8404	HP SB 8570P Laptop	1,618	51.3%	830			
			<b>2013 Total</b>					<b>6,083</b>	<b>51.3%</b>	<b>3,121</b>	
			<b>Computer Equip Total</b>						<b>24,080</b>	<b>3.2%</b>	<b>6,542</b>
					M&E	1990	6043	WHEEL LOADER-JOHN DEERE	115,462	13.9%	16,049
			<b>1990 Total</b>					<b>115,462</b>	<b>13.9%</b>	<b>16,049</b>	
			1994	5905	40 Yd Roll-Off Boxes (1) - #86	3,203	13.9%	445			
5907	30 YD Roll-Off Box #7043	2,400		13.9%	334						
<b>1994 Total</b>					<b>5,603</b>	<b>13.9%</b>	<b>779</b>				
1998	5896	ADDITIONAL CHARGE LOADER/CATER	30,800	13.9%	4,281						
	6027	AG-GATOR/3004/1980/UJ /3001020	29,000	13.9%	4,031						
	6033	INJECTION SYSTEM/BRILLION/1998	5,623	13.9%	782						
	6034	GORMAN RUPP PUMP /U/CZ-4039D	9,231	13.9%	1,283						
<b>1998 Total</b>					<b>74,654</b>	<b>13.9%</b>	<b>10,377</b>				
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						
<b>1997 Total</b>					<b>16,912</b>	<b>13.9%</b>	<b>2,351</b>				
1998	5917	30 bucket for EL200 Cat	3,150	13.9%	438						
	5919	GEHL 1330 SCAVENGER SPREADER/6	26,678	13.9%	3,708						
	5923	98 EAST FRAME TYPE ALUMINUM DR	55,818	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						
<b>1998 Total</b>					<b>147,581</b>	<b>0.0%</b>	<b>20,514</b>				
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						
<b>1999 Total</b>					<b>23,806</b>	<b>13.9%</b>	<b>3,309</b>				
2000	5938	MILLERMATIC 250 WINE FEED WELD	2,604	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						
	6053	6500 GALLON AG TYPE LIQUID WAS	15,000	13.9%	2,085						
<b>2000 Total</b>					<b>163,121</b>	<b>13.9%</b>	<b>22,674</b>				
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	11,606	13.9%	1,599		
			<b>2001 Total</b>					<b>40,155</b>	<b>13.8%</b>	<b>5,562</b>
			2002	1711	CAMERA TRUCK W/ EXP. PROOF CAM	138,789	13.9%	19,292		
				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		
			<b>2002 Total</b>					<b>192,784</b>	<b>13.8%</b>	<b>26,797</b>
			2007	6170	Terragator	315,941	33.0%	104,261		
				6174	2000 JHC WET VAC	84,522	33.0%	27,892		
			<b>2007 Total</b>					<b>400,463</b>	<b>33.0%</b>	<b>132,153</b>
			2008	6178	Terragator Refurb Unit 912014	56,261	38.0%	21,379		
			<b>2008 Total</b>					<b>56,261</b>	<b>38.0%</b>	<b>21,379</b>
			2011	6983	Refurb Unit 912075	88,628	59.1%	52,379		
				7110	Refurb Unit 912075 Presvac	24,104	59.1%	14,245		
			<b>2011 Total</b>					<b>112,732</b>	<b>59.1%</b>	<b>66,624</b>
			2012	7797	2012 BALZER VAC AND INJ UNIT	120,750	68.1%	82,231		
			<b>2012 Total</b>					<b>120,750</b>	<b>68.1%</b>	<b>82,231</b>
			2013	8333	Pull-Behind Biosolids Injector	124,950	79.4%	99,210		
			<b>2013 Total</b>					<b>124,950</b>	<b>79.4%</b>	<b>99,210</b>
			<b>M&amp;E Total</b>						<b>1,595,234</b>	<b>0.0%</b>
<b>Sheboygan Falls, WI Total</b>						<b>1,610,314</b>	<b>0.0%</b>	<b>515,570</b>		



**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

7013 2250 0002 0954 5791

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Postmark Here  
3/30

City of Sheboygan Falls  
375 Buffalo St  
Sheboygan Falls, WI 53085-0186

PS Form 3800, August 2006 See Reverse for Instructions

es, Inc.  
eboygan, WI

sonal Property Schedule for the account referenced  
ondence pertaining to this account to the following

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

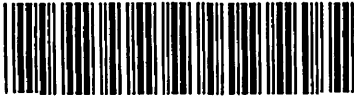
Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
		517,400	103.468			500,060	
TAXING JURISDICTION	2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change	NET PROPERTY TAX <b>10732.63</b>	
STATE	381799	379182	71.98	85.07	18.2	RYAN, LLC  DEC 16 2015  RECEIVED	
COUNTY	728194	808610	2327.39	2819.55	21.1		
C-SHEB. FALLS	7435533	7002849	2714.47	3159.45	16.4		
SCHL - 5278	170901	703505	3789.50	4266.84	12.6		
TCDB 11			330.50	401.72	21.5		
TOTAL	8716427	8894146	9233.84	10732.63	16.2	TOTAL DUE FOR FULL PAYMENT PAY BY JANUARY 31, 2016 <b>\$10732.63</b>	
	Lottery & Gaming Credit		9233.84	10732.63	16.2		
	Net Property Tax						
School taxes reduced by school levy tax credit	895.60	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 Credit)  <b>20.7433803</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 ROAD PP		VEOLIA ES INDUSTRIAL SERVICE INC ATTN RUAN LLC BRETT KOCH 13155 NOEL RD STE 100 DALLAS TX 75240-5050			1st Installment by JANUARY 31, 2016 <b>10732.63</b>	2nd Installment by JULY 31, 2016	

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) 934-0122

**Bank Of America**  
 901 E Main  
 Dallas, TX 75201  
 214-508-6262

32-2  
 1110TX1310

1327

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

*George B. Ryan*  
 CEO AND MANAGING PRINCIPAL

⑈ 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

II

R. O. No. \_\_\_\_\_ - 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*

---

City Clerk

STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

Wells Fargo Bank, N.A.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

AUTHENTICATED COPY

Case # 16-CV-20

SUMMONS

FEB 03 2016

Plaintiff,

Case No. 16-CV-20 Calumet County Clerk of Courts  
Connie Daun

vs.

Case Code 30404  
(Foreclosure of Mortgage)

Mark L. Vollmer  
4616 Fox Grove Road  
Sheboygan, WI 53081

The amount claimed exceeds \$10,000.00

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.

---

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

2-11-16  
4:43P  
D S

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

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

Dated this 12 day of February, 2016.

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

By:   
William N. Foshag  
State Bar No. 1020417  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
066150F02

Address of Court:  
Calumet County Courthouse  
206 Court Street  
Chilton, WI 53014-1127

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

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.  
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208 S La Salle St Ste 814  
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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<sup>th</sup> day of February, 2016.

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

By: 

William N. Foshag  
State Bar No. 1020417  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

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

Certified True Copy  
of Original

NOTE

VOLLMER  
LOAN #  
MIN:

WISCONSIN  
[State]

MARCH 25, 2005  
[Date]

CHILTON  
[City]

423 DOVE AVENUE CHILTON, WI 53014

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 114,400.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is MIT LENDING

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

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

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

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

**3. PAYMENTS**

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

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

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

I will make my monthly payments at 33 MAIDEN LANE, 6TH FLOOR, NEW YORK, NY 10038

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

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 676.72

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

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

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

**5. LOAN CHARGES**

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

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

**(A) Late Charge for Overdue Payments**

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

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

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

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums

prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Mark L. Vollmer 3/28/05  
- BORROWER - MARK L. VOLLMER - DATE -

[Sign Original Only]

FOR VALUE RECEIVED, Pay To The Order Of

Without Recourse:  
MIT LENDING

By:   
Title: Linda Kuoppala, Assistant Secretary

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
(page 3 of 3 pages)

EXHIBIT A



**MORTGAGE**

Register of Deeds  
Calumet County, WI

Received for Record  
Date: 4/01/05 8:53  
Debra L. Tasch

When Recorded Mail To:  
MIT LENDING

33 MAIDEN LANE,  
6TH FLOOR  
NEW YORK, NY  
PHONE: ( ) - -

VOLLNER  
LOAN #  
CASE #  
MIN:

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 [Redacted]  
[Street]  
CHILTON, Wisconsin 53014 ("Property Address").  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted

limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money

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

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

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

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

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

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

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:  
**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

[REDACTED]

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 -

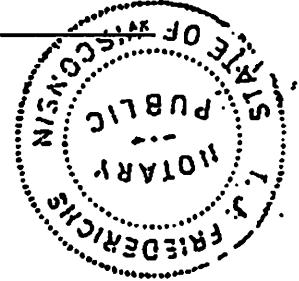
Patricia J. Vollmer 3/25/05  
PATRICIA J VOLLMER / DATE -

(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 ROSSLER  
MIT LENDING

33 MAIDEN LANE, 6TH FLOOR, NEW YORK,  
NY 10038

2



**DOCUMENT # 507224  
TAMARA ALTEN  
REGISTER OF DEEDS  
CALUMET COUNTY, WI**

# ASSIGNMENT

**RECEIVED FOR RECORD  
08/27/2015 10:24 AM**

Document Number

What Recorded Return To:

**ASSIGNMENT TEAM  
WELLS FARGO BANK, N.A.  
MAC: N9289-018  
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 #: 1-888-879-6377

Date of Assignment: August 24th, 2015

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS at P.O. BOX 2028, FLINT, MI 48501

Assignee: WELLS FARGO BANK, NA at 1 HOME CAMPUS, DES MOINES, IA 50328

Executed By: MARK L. VOLLMER AND PATRICIA J. VOLLMER HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MIT LENDING, ITS SUCCESSORS AND ASSIGNS

Date of Mortgage: 03/25/2005 Recorded: 04/01/2005 as Instrument No.: 389990 In the County of Calumet, State of Wisconsin.

Parcel ID No. 211-0210-000030A-000-0-181912-00-4300

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 Heerkens

Assistant Secretary



**EXHIBIT C**

STATE OF Minnesota  
COUNTY OF Dakota

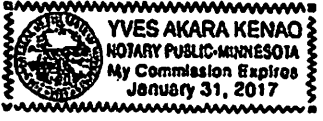
Yves Akara Kenao

On 8-24-15 before me, \_\_\_\_\_, a Notary Public in the State of Minnesota, personally appeared Scott Gerald Hawkins, 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.



# FORECLOSURE REPORT - SCHEDULE B-II

File 



**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

II

R. O. No.        - 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*

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City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., SUCCESSOR  
BY MERGER TO WELLS FARGO HOME  
MORTGAGE, INC.  
3476 Stateview Boulevard  
Fort Mill, SC 29715

CASE NO. **16CV0049**  
FORECLOSURE CASE CODE - 30404

Plaintiff,

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

vs.

SUMMONS

MARK M. MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

JANE DOE MEYER  
W5730 Woodchuck Lane  
Plymouth, Wisconsin 53073

CITY OF SHEBOYGAN  
c/o Susan Richards, City Clerk  
828 Center Avenue, Suite 100  
Sheboygan, Wisconsin 53081

*4:00*  
*Pat*  
*3/11/16*  
*828 Cent Army Sheboygan*  
*De Br...*  
*X*

COURT

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



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BY: Jan/Ne 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

RECEIVED  
CIRCUIT COURT  
SHEBOYGAN COUNTY  
MAY 11 2016

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

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

1. Plaintiff, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").
2. Defendant, MARK M. MEYER, is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073 (hereinafter Borrower).
3. Defendant, JANE DOE MEYER, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073.
4. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a

sovereign entity and body politic, and its agent for service of process is the City Clerk located at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081.

5. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 04/23/2003 as Document No. 1682329. Plaintiff is the holder of the Note and Mortgage.

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

7. The unpaid balance due under the Note and Mortgage is immediately due and payable.

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

9. As of 02/19/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$34,100.33
Accrued Interest	1,100.50
Less Escrow Balance	-87.63
Less Suspense Balance	-5.07
<b>TOTAL</b>	<b>\$35,108.13</b>

\*Interest continues to accrue at the rate of 5.875% per year or \$5.49 per diem after 02/19/2016.

Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Mortgage described herein and any judgment entered in this case.

10. The mortgaged property is a one-to-four family, owner occupied residence at the commencement of the foreclosure action, located at W5730 Woodchuck Lane, Plymouth, Wisconsin 53073. The Property cannot be sold in parcels without injury to the interests of the parties.

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

- (a) Defendant Jane Doe Meyer, possible unknown spouse, by virtue of being the spouse of Mark M. Meyer, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.
- (b) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000159, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$711.00.
- (c) Defendant City of Sheboygan, by virtue of a Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 23, 2014, Case No. 2014TJ000160, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Mark M. Meyer, W5730 Woodchuck Lane, Plymouth, WI 53073, debtor, in the sum of \$706.00.

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

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

WHEREFORE, Plaintiff demands judgment as follows:

- 1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.
- 2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of

taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

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

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

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

Dated this 3<sup>rd</sup> day of February, 2016.

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



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BY: Janine L. Collette – 1063934  
[jcollette@kmksc.com](mailto:jcollette@kmksc.com)

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

# NOTE

APRIL 17, 2003

[Date]

SHEBOYGAN

[City]

WISCONSIN

[State]

W5730 WOODCHUCK LANE, PLYMOUTH, WI 53073

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ \*\*\*\*\*64,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO HOME MORTGAGE, INC.

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

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

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the FIRST day of each month beginning on JUNE 01, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on MAY 01, 2023, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA [REDACTED] or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \*\*\*\*\*457.46

## 4. BORROWER'S RIGHT TO PREPAY

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

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

WISCONSIN FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

CSMP -5N(WI) (0005)

Form 3250 1/01

VMP MORTGAGE FORMS - (800)521-7203

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Initials: MMMM



## 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 M. MEYER (Seal)  
-Borrower

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

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

\_\_\_\_\_  
(Seal)  
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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 HOME MORTGAGE, INC.  
By Sandra F. Ahmed  
Sandra F. Ahmed  
Assistant Secretary

*Handwritten signature*

*Small handwritten mark*

# MORTGAGE

1682329

SHEBOYGAN COUNTY, WI  
RECORDED ON

DOCUMENT NUMBER

04/23/2003 10:06AM

DARLENE J. NAVIS  
REGISTER OF DEEDS

NAME & RETURN ADDRESS  
WELLS FARGO HOME MORTGAGE, INC.  
3601 MINNESOTA DR. SUITE 200  
BLOOMINGTON, MN 55435

RECORDING FEE: 41.00  
TRANSFER FEE:

STAFF ID 7  
TRANS 0 19491

0 OF PAGES: 16

PARCEL IDENTIFIER NUMBER

[REDACTED]

[REDACTED]

[Space Above This Line For Recording Date]

## DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated APRIL 17, 2003 together with all Riders to this document.  
(B) "Borrower" is MARK M. MEYER, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.  
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION  
organized and existing under the laws of THE STATE OF CALIFORNIA

[REDACTED]  
WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

WVF -S(WI) (0005)

Page 1 of 16

Initial: *MM*

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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.

Initials 

(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.

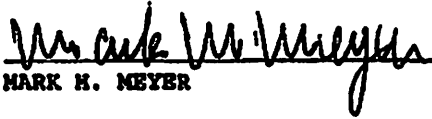
**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and 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.

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

Witnesses:

\_\_\_\_\_

 (Seal)  
MARK H. MEYER -Borrower

\_\_\_\_\_

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

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

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

STATE OF WISCONSIN, Sheboygan County ss:  
The foregoing instrument was acknowledged before me this April 17, 2003  
by MARK M. MEYER

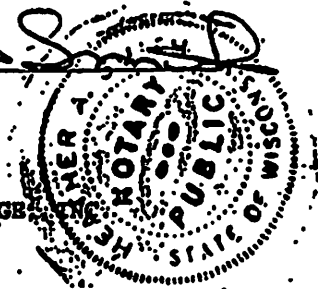
My Commission Expires: 11-5-2006

  
Notary Public, State of Wisconsin

This instrument was prepared by  
WELLS FARGO HOME MORTGAGE, INC.

3003 W COLLEGE AVE., APPLETON, WI

LISA M VAN DEN HEUVEL



**III**

Res. No. \_\_\_\_\_ - 15 - 16. By Alderpersons Kath, Donohue, Heidemann and Wolf. February 15, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

Establish appropriation for payments in the Fire Department to retirees:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
General Gov Employee Benefit	Fire Department	
Regular Salaries	Regular Salaries	
101199900-510110	10122100-510110	\$204,316

*Lies over*

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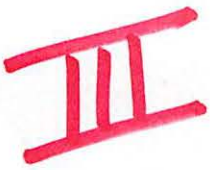


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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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



Res. No. \_\_\_\_\_ - 15 - 16. By Alderpersons Kath, Donohue, Heidemann and Wolf. February 15, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

Establish appropriation for purchase of compact articulated loader for the Sheboygan Parking Utility:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Parking Fund	Parking Fund	
Unreserved Retained Earnings	Heavy Equipment	
650-272000	65095000-641400	\$49,869

*Lies over*

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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. February 15, 2016.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$3,400,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$3,400,000 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 projects costs (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; and

WHEREAS, the Common Council of the City hereby finds and determines that general obligation promissory notes in an amount of approximately \$3,400,000 should be issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the Project;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue general obligation promissory notes designated "General Obligation Promissory Notes, Series 2016A" (the "Notes") in an amount of approximately \$3,400,000 for the purpose of paying the cost of the Project.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

*Finance*

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WFPF")) is hereby authorized and directed to cause the sale of the Notes to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of complete, official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the Common Council shall consider taking further action to provide the details of the Notes; to award the Notes to the lowest responsible bidders therefor; and to levy a direct annual irrevocable tax sufficient to pay the principal of and interest on the Notes as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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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 March, 2016.**

Dated March \_\_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved March \_\_\_\_\_, 2016. \_\_\_\_\_, Mayor

III

Res. No. \_\_\_\_\_ - 15 - 16 . By Alderperson Hammond. February 15, 2016.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$7,550,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of the sum of approximately \$7,550,000 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") (herein after the refinancing of the Refunded Obligations shall be referred to as the "Refunding") for the purpose of achieving debt service cost savings;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Common Council of the City hereby finds and determines that general obligation promissory notes in an amount of approximately \$7,550,000 should be issued pursuant to Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the Project and the Refunding; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the general obligation promissory notes on a taxable rather than tax-exempt basis.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Notes. The City shall issue taxable general obligation promissory notes designated "Taxable General Obligation Promissory Notes, Series 2016B" (the "Notes") in an amount of approximately \$7,550,000 for the purposes above specified.

Section 2. Sale of the Notes. The Common Council hereby authorizes and directs that the Notes be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Notes as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC, ("WPFPP")) is hereby authorized and directed to cause the sale of the Notes to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Sale and

*Finance*

other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the Common Council shall consider taking further action to provide the details of the Notes; to award the Notes to the lowest responsible bidder therefor; and to levy a direct annual irrepealable tax sufficient to pay the principal of and interest on the Notes as the same becomes due as required by law.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

\_\_\_\_\_

**I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of March, 2016.**

Dated March \_\_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved March \_\_\_\_\_, 2016. \_\_\_\_\_, Mayor

VIII

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

Your Committee to whom was referred Res. No. 139-15-16 by Alderperson Hammond PROVIDING FOR THE SALE OF APPROXIMATELY \$2,125,000 WATER UTILITY REVENUE REFUNDING BONDS, SERIES 2016; 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

4.4

Res. No. 139 - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,125,000 WATER UTILITY REVENUE REFUNDING BONDS, SERIES 2016.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of the sum of approximately \$2,125,000 for the public purpose of paying the cost of refunding certain outstanding obligations of the City, specifically, the callable portion of the \$4,900,000 Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 66.0621, Wisconsin Statutes, to borrow money and to issue water utility revenue bonds to provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements; and

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue refunding bonds in an amount of approximately \$2,125,000 should be issued, pursuant to Section 66.0621, Wisconsin Statutes, for the purpose of paying the cost of the Refunding.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The City shall issue Water Utility Revenue Refunding Bonds, Series 2016 (the "Bonds") in an amount of approximately \$2,125,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

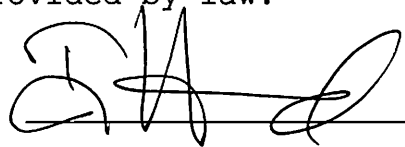
*Finance  
approve.*

Section 3. Official Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WFPF")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.



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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 \_\_\_\_\_, 2016.

Dated February \_\_\_\_\_, 2016. \_\_\_\_\_, City Clerk

Approved February \_\_\_\_\_, 2016. \_\_\_\_\_, Mayor

VIII

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

Your Committee to whom was referred Res. No. 141-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2016 Budget (establish revenue and appropriation for State Energy Program); recommends that the Resolution be passed.

regs

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

4.6


Res. No. 141 - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

Establish estimated revenue and appropriation for a State Energy Program - Planning and Implementing Clean Energy Investments in Wisconsin Communities grant from the Public Service Commission of Wisconsin, Office of Energy Innovation:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund	Capital Projects Fund	
Streets Department	Streets Department	
State Grant	Street Lighting	
40031100-434211	40033140-631200	\$75,000

*Finance  
approve.*

  
\_\_\_\_\_

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

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

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



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

Your Committee to whom was referred Res. No. 142-15-16 by Alderperson Hammond REGARDING MIDWESTERN DISASTER AREA REVENUE REFUNDING BOND FINANCING FOR JUST KIDS DENTAL, S.C. PROJECT; 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

Other Matters

8.2

Res. No. 142 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION REGARDING MIDWESTERN DISASTER AREA REVENUE REFUNDING BOND FINANCING FOR JUST KIDS DENTAL, S.C. PROJECT.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Wisconsin (the "Issuer"), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Pursuant to a Bond Agreement dated as of February 1, 2011, the Issuer issued its \$1,423,925 City of Sheboygan, Wisconsin Midwestern Disaster Area Revenue Bonds, Series 2011 (Just Kids Dental, S.C. Project) (the "Series 2011 Bonds") to finance a project on behalf of MarBisky Enterprises, LLC, a Wisconsin limited liability company (the "Borrower"), consisting of the (i) construction of an approximately 6,500 square foot pediatric dental facility to be located at 1337 North Taylor Drive in the City of Sheboygan, Wisconsin to be owned by the Borrower and leased to Just Kids Dental, S.C., a Wisconsin corporation, (ii) acquisition and installation of equipment and (iii) professional fees and costs (collectively, the "Project").

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 The Borrower desires to refund the Series 2011 Bonds and has requested the Issuer to issue its City of Sheboygan, Wisconsin Midwestern Disaster Area Revenue Refunding Bonds, Series 2016 (Just Kids Dental, S.C. Project) in an aggregate principal amount not to exceed \$1,423,925 (the "Bonds").

1.05 Pursuant to Wisconsin Statutes, Section 66.1103(2)(k)22, the Issuer may finance projects eligible to be financed with qualified Midwestern disaster area bonds under 26 USC 1400N (a), as modified by P.L. 110-343, title VII, subtitle A, section 702 (d) (intro.) and (1), and it is intended that the Bonds are a current refunding issue of Midwestern disaster area bonds.

1.06 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

*Janice approve*

(a) a Bond Agreement (the "Bond Agreement"), proposed to be entered into among the Issuer, the Borrower, Bank First National, as trustee (the "Trustee") and Bank First Investments, Inc., as original purchaser (the "Original Purchaser");

(b) a Promissory Note from the Borrower to the Issuer, and assigned to the Trustee; and

(c) a No Arbitrage Certificate.

Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a "project" authorized by the Act;

(b) the purpose of the Issuer's refinancing the costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(c) it is desirable that a series of Midwestern Disaster Area Revenue Refunding Bonds in an aggregate principal amount not to exceed \$1,423,925 be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer's interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Bond Agreement;

(d) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal and interest on the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(e) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3      Approvals and Authorizations.

3.01            There is hereby approved the issuance by the Issuer of its Midwestern Disaster Area Revenue Refunding Bonds (specifically, the Bonds) in an aggregate principal amount not to exceed \$1,423,925 for the purpose of refunding the Series 2011 Bonds which were issued to finance the Project.

3.02            The documents listed in Section 1.06 hereof, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, are approved. The Issuer shall proceed to issue its Midwestern Disaster Area Revenue Refunding Bonds, Series 2016 (Just Kids Dental, S.C. Project), in an aggregate principal amount not to exceed \$1,423,925, in the forms and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The Mayor and the City Clerk of the Issuer are authorized and directed to execute, attest and deliver the documents listed in Section 1.06 herein which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication and delivery to the Original Purchaser.

3.03            The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.


3.04            The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.05 Bank First National shall initially assume and perform the duties of Trustee.

3.06 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

3.07 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.08 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower.

  
\_\_\_\_\_

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 \_\_\_\_\_, 2016 \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2016 \_\_\_\_\_, Mayor

**CERTIFICATION BY CITY CLERK**

I, Susan Richards, being first duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Sheboygan, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. \_\_\_\_\_ entitled: RESOLUTION REGARDING MIDWESTERN DISASTER AREA REVENUE REFUNDING BOND FINANCING FOR JUST KIDS DENTAL, S.C. PROJECT

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council of the Issuer at a meeting held at City Hall, 828 Center Avenue, Sheboygan, Wisconsin at \_\_\_\_\_ p.m. on February 15, 2016 at a regular meeting of the Common Council and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by \_\_\_\_\_, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
-------	-------

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

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

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

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

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

NAY:

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

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

ABSTAINED:

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

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

Whereupon the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Issuer hereto on this 15th day of February, 2016.

CITY OF SHEBOYGAN, WISCONSIN

[SEAL]

By: \_\_\_\_\_  
Susan Richards, City Clerk

**EXHIBIT A**

**NOTICE TO THE ELECTORS**

On February 15, 2016, a resolution was offered, read, approved and adopted whereby the City of Sheboygan, Wisconsin authorized the issuance and sale of its Midwestern Disaster Area Revenue Refunding Bonds, Series 2016 (Just Kids Dental, S.C. Project) in an amount not to exceed \$1,423,925 (the "Bonds"). The closing of this bond sale was held on \_\_\_\_\_, 2016. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 828 Center Avenue, Sheboygan, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Susan Richards, City Clerk  
City of Sheboygan, Wisconsin

**VII**

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

Your Committee to whom was referred, pursuant to R. O. No. 237-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Beverage Operator's License #0857 be denied based upon her failure to accurately reveal all convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

*reg*

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

Committee

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

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

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

VII

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

Your Committee to whom was referred, pursuant to R. O. No. 237-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Taxicab Driver License application #0109 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

Reg

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

Committee

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

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

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

**X**

Gen. Ord. No. \_\_\_\_\_ - 15 - 16. By Alderperson Donohue. February 15, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as update the salary grade of the Certified Truck Mechanic, Electrician, Electro-Mechanical Tech, and Lead Plant Operator in the Department of Public Works for the City of Sheboygan.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code is hereby amended in Section B.2. Department of Public Works as follows:

B. DEPARTMENT OF PUBLIC WORKS

MODIFY:

	Class Grade	NO. of Employees
2. Buildings and Grounds		
Maintenance Worker IV-Certified Truck Mechanic	MWIV	1
Maintenance Worker IV-Electrician	MWIV	2
5. Wastewater Treatment Division		
Maintenance Worker IV-Lead Plant Operator	MWIV	1
Electro-Mechanical Tech	MWIV	1

ADD:

2. Buildings and Grounds		
Maintenance Worker V- Master Certified Truck Mechanic	MWV	1
Maintenance Worker V- Journeyman Electrician	MWV	2
5. Wastewater Treatment Division		
Maintenance Worker V-Lead Plant Operator	MWV	1
Electro-Mechanical Tech (Journeyman Electrician)	MWV	1

*Sal & Fried*

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 and shall be in effect after passage and publication.

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

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

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

IV

3.1

R. O. No. 245 - 15 - 16. By CITY PLAN COMMISSION. January 18, 2016.

Your Commission to whom was **DIRECTLY REFERRED** Gen. Ord. No. 42-15-16 by Alderperson Kath and Thiel and RO 241-15-16 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3110 Erie Ave from Class SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 12, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over  
to Feb 15th

1  
Acc File  
Ord pass.

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Director of Planning & Development



**DIRECT REFERRAL TO CITY PLAN COMMISSION**

Gen. Ord. No. 42- 15 - 16. By Alderpersons Kath and Thiel.  
January 12, 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 3110 Erie Ave. from Class SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural 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 SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural Classification:

Property located at 3110 Erie Ave. more particularly described as:

BEING PART OF THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 21, T. 15 N., R. 23 E. THENCE N 89°21'49" E ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 21, 532.66' TO THE NW CORNER OF LOT 3 OF A C.S.M. RECORDED IN VOL. 24, PG. 244 OF CERTIFIED SURVEYS, SAID NW CORNER ALSO BEING THE POINT OF BEGINNING. THENCE S 00°34'27" W ALONG THE WEST LINE OF SAID LOT 3 464.38' TO THE SW CORNER OF SAID LOT 3, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF ERIE AVENUE. THENCE S 84°31'52" W ALONG SAID NORTH R/W LINE 39.74', THENCE S 85°07'52" W ALONG SAID NORTH R/W LINE 470.39' TO THE EAST R/W LINE OF N. TAYLOR DRIVE. THENCE FOLLOWING ALONG N. TAYLOR DRIVE IN AN NORTHERLY DIRECTION OVERALL THE FOLLOWING BEARINGS AND DISTANCES -

- N 19°36'35" W - 383.19'
- S 89°21'35" W - 37.33'
- N 00°29'11" E - 92.07
- N 13°56'28" W - 160.99'
- N 20°11'18" W - 53.73'
- N 07°40'07" W - 105.76

TO THE INTERSECTION OF EAST R/W LINE OF SAID N. TAYLOR DRIVE AND THE SOUTH PROPERTY LINE OF THE SHEBOYGAN WATER RESERVOIR PROPERTY, THENCE S 89°21'48" E 335.03', THENCE N 00°42'39" E 329.74', THENCE N 89°21'40" 325.19' TO THE EAST R/W LINE OF N. TAYLOR DRIVE, THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT 10.98', WITH A RADIUS OF

*City Plan*

508.46' AND A CHORD WHICH BEARS N 19°17'33" E 10.98', THENCE N 19°54'39" E ALONG SAID EAST R/W LINE 77.14' TO THE SOUTH R/W LINE OF SOUTH FRONTAGE ROAD, THENCE N 76°12'53" E ALONG SAID SOUTH R/W LINE 200.66', THENCE S 89°38'07" E ALONG SAID SOUTH R/W LINE 306.87' TO A POINT ON THE WEST LINE OF TRACT 1 OF A C.S.M. RECORDED IN VOL. 5, PG. 113 OF CERTIFIED SURVEYS, THENCE S 00°45'07"W ALONG SAID WEST LINE 133.11' TO THE SW CORNER OF SAID TRACT 1, THENCE S 89°13'53" E ALONG THE SOUTH LINE OF SAID TRACT 1, 211.49' TO THE NW CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 24, PG. 244 OF CERTIFIED SURVEYS, THENCE S 00°34'27" W ALONG THE WEST LINE OF SAID C.S.M. 578.50' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 679,810.32 SQ. FT. OR 15.61 ACRES.

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

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

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

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

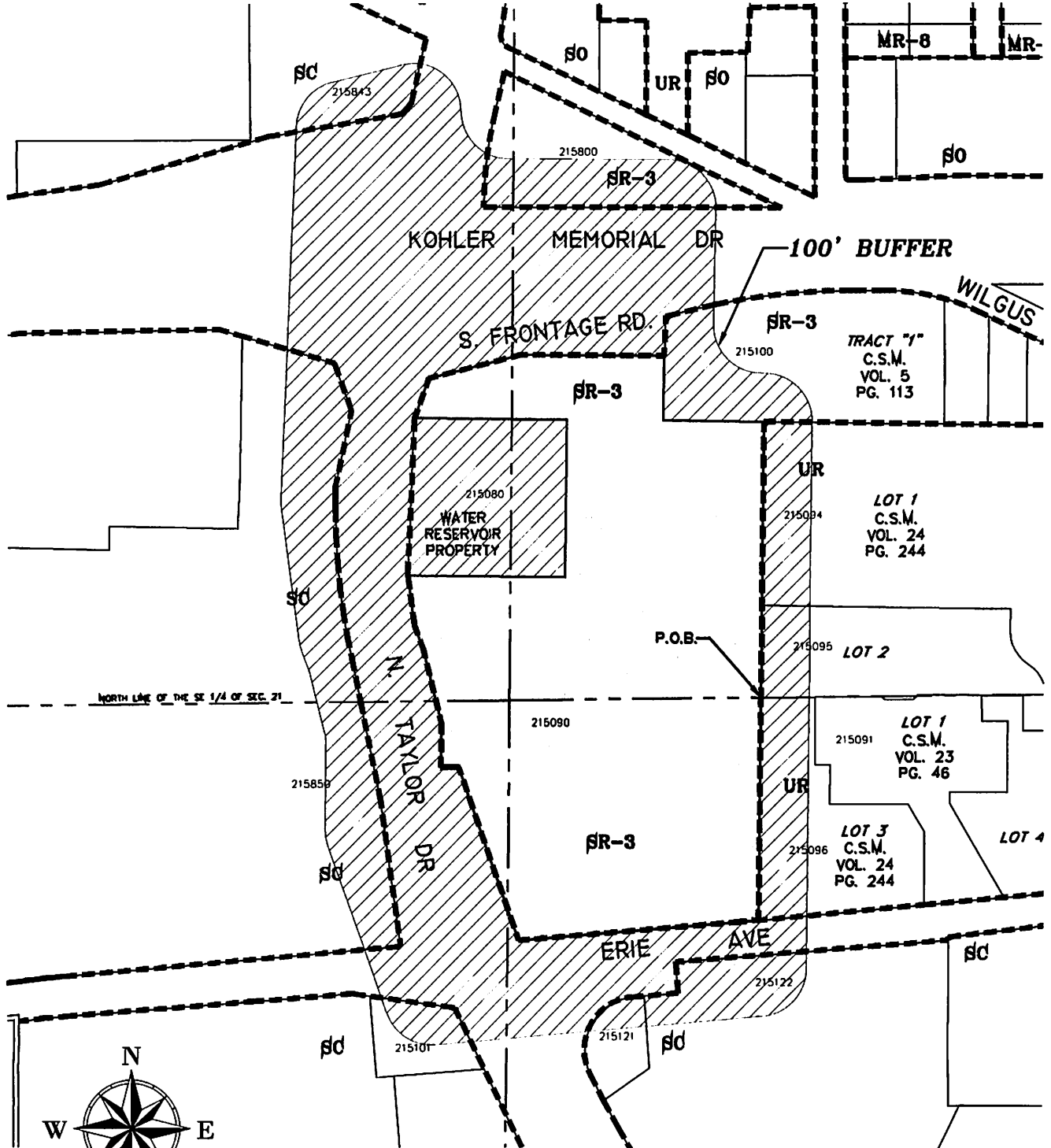
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# PROPOSED ZONING CHANGE

## FROM SR-3 TO RA-35

SECTION 21, T. 15 N., R. 23 E.

FOR LEGAL DESCRIPTION - SEE PAGE 2



**PROPOSED ZONING CHANGE**  
**FROM SR-3 TO RA-35**  
**SECTION 21, T. 15 N., R. 23 E.**

FOR PARCEL MAP - SEE PAGE 1

BEING PART OF THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 21, T. 15 N., R. 23 E. THENCE N 89°21'49" E ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 21, 532.66' TO THE NW CORNER OF LOT 3 OF A C.S.M. RECORDED IN VOL. 24, PG. 244 OF CERTIFIED SURVEYS, SAID NW CORNER ALSO BEING THE POINT OF BEGINNING. THENCE S 00°34'27" W ALONG THE WEST LINE OF SAID LOT 3 464.38' TO THE SW CORNER OF SAID LOT 3, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF ERIE AVENUE. THENCE S 84°31'52" W ALONG SAID NORTH R/W LINE 39.74', THENCE S 85°07'52" W ALONG SAID NORTH R/W LINE 470.39' TO THE EAST R/W LINE OF N. TAYLOR DRIVE. THENCE FOLLOWING ALONG N. TAYLOR DRIVE IN AN NORTHERLY DIRECTION OVERALL THE FOLLOWING BEARINGS AND DISTANCES -

N 19°36'35" W - 383.19'  
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II

DIRECT REFERRAL TO CITY PLAN COMMISSION

R. O. No. 241 - 15 - 16. By CITY CLERK. January 12, 2016.

Submitting an application from Sheboygan County to rezone property located at 3110 Erie Ave. from SR-3 Suburban Residential 3 to RA-35 Rural Agricultural Classification.

*City Plan*

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

MAP

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
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: BERNARD RAMMER - AGENT PHONE NO.: (920) 459-1342  
 ADDRESS: 508 NEW YORK AVE E-MAIL: bernie.rammer@sheboygancounty.com  
 OWNER OF SITE: SHEBOYGAN COUNTY PHONE NO.: (920) 459-1342

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 3110 ERIE AVENUE  
 LEGAL DESCRIPTION: - SEE ATTACHED -

PARCEL NO. 59281-215090 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: SR3 - SUBURBAN RESIDENTIAL

PROPOSED ZONING DISTRICT CLASSIFICATION: RA-35 RURAL AGRICULTURAL

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: PUBLIC PARK  
WITH PUBLIC SAFETY COMMUNICATION TOWER

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: PUBLIC PARK  
WITH REPLACEMENT PUBLIC SAFETY COMMUNICATION TOWER

### 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? This property is

NOT CURRENTLY IN A FLOOD PLAIN

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: CURRENT TOWER IS LEGAL, NON-CONFORMING. PROPERTY IS NOT RESIDENTIAL AND SHALL REMAIN A COUNTY PARK IN PERPETUITY

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? AMENDMENT WILL ALLOW FOR A

ONE-FOR-ONE REPLACEMENT OF CURRENT TOWER WITH  
ISSUANCE OF A CONDITIONAL USE PERMIT

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

CURRENT TOWER HAS BEEN ON-SITE FOR MANY YEARS  
CHANGE OF ZONING AND CONDITIONAL USE PERMIT WILL  
ALLOW NEW STRUCTURE TO BE COMPLIANT

#### 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

12-30-2015

DATE

BERNARD R. RANNER

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.

DECEMBER 29,2015

## TAYLOR HILL PUBLIC SAFETY COMMUNICATIONS TOWER REPLACEMENT

Sheboygan County is in the middle of an upgrade to its county-wide public safety radio system. This system handles all Police, Fire and EMS communications in Sheboygan County. In addition the system provides communications for both Public Works and Public Transportation.

The present tower was erected in 1994 replacing several earlier towers. In 2000, when the radio system was last upgraded, the tower was structurally enhanced to support the new antennas.

It has been determined that the County must replace this tower as part of the current project. It has also been determined that the existing zoning will not allow for construction of a new tower under any circumstances.

We are requesting that Taylor Park be re-zoned from its current SR-3 (Suburban Residential 3) to a classification of RA-35 (Rural Agricultural 35) which will allow for the construction of a new tower with the benefit of a Conditional Use Permit.

It is important to note that the new tower will not be any higher than the current structure. It is also important to note that for a period of a few months during the Spring/Summer of 2016, there will be two towers on the site.

The County has awarded the contract for the construction of the new tower. The Construction of the new tower has been approved by both the Federal Aviation Administration and the Environmental Protection Agency.

Thank you for your consideration of this very important matter.

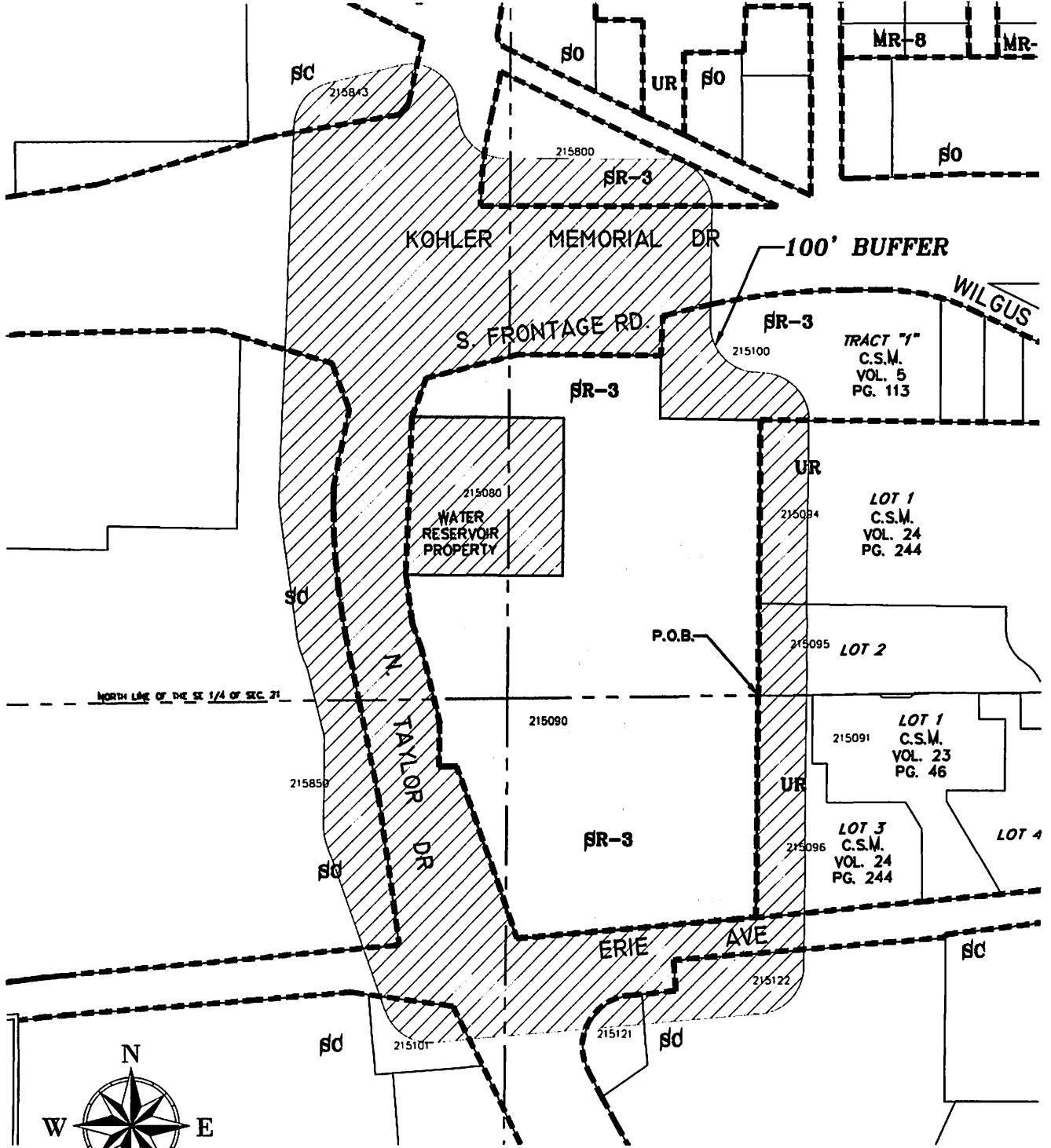
Bernard Rammer  
Sheboygan County Purchasing Agent

59281-215090

3110 EIZIE AVENUE

# PROPOSED ZONING CHANGE FROM SR-3 TO RA-35

SECTION 21, T. 15 N., R. 23 E.  
FOR LEGAL DESCRIPTION - SEE PAGE 2



# PROPOSED ZONING CHANGE

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

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

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City Clerk

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CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Ave. - one-day events to be held 4/3/16 and 7/11/16 to include current premise and the parking lot North and West of the Building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3168	Tasty Sheboygan	1423 Union Ave.

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.
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.

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6363	Brass, Thomas H.	3314 Mill Rd.
0093	Butler Jr., James D.	1630A S. 8 <sup>th</sup> St.
0359	Razo, Juan Antonio	1207 Kentucky Ave.