

*****ATTACHMENTS*****

Resignation

Richards, Susan

From: Mayor Vandersteen
Sent: Monday, October 05, 2015 9:34 AM
To: Richards, Susan
Subject: FW: Library Board

Sue,

Please include with the Resignations on the agenda tonight.

Mike Vandersteen, Mayor
City of Sheboygan

-----Original Message-----

From: Alderperson Darryl Carlson
Sent: Monday, October 05, 2015 8:37 AM
To: Mayor Vandersteen
Cc: maeve.quinn@earthlink.net; Erickson, Garrett
Subject: Library Board

Good Morning,

This email is to inform you that I must resign from the Mead Library board effective immediately. Due to my new job and travel schedule, I am unable to make the Thursday afternoon meetings. It has been an honor to sit on this board and I am excited to see where Garrett and the full board will take our library. I have been on the board for a number of years now and just in the past year many great changes have occurred and I have no doubt that it will continue.

Thank you again for the honor of serving on this board.

Sincerely,

Darryl D. Carlson

*Hammond / Belanger
Ac & File*

I

Hearing No. - 15 - 16. October 5, 2015.

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 establish the Use District Classification of recently annexed property located north of Weeden Creek Road and west of I-43.

COMBINE PARCEL 1 AND PARCEL 2

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 88° 01' 50" W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 5, 146.96 FEET TO A POINT ON SAID SECTION LINE; THENCE N 01° 58' 10" E, 110.00 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING IS THE INTERSECTING POINT OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43" AND THE NORTH RIGHT-OF-WAY LINE OF CTH "EE";

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF CTH "EE" S 87° 01' 23" W, 628.94 FEET; THENCE S 81° 17' 50" W ALONG SAID NORTH RIGHT-OF-WAY LINE 203.26 FEET; THENCE S 01° 34' 14" W, 18.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 5; THENCE ALONG SAID SOUTH SECTION LINE N 88° 01' 50" W, 60.54 FEET TO A POINT ON A CURVE AND THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 626.01 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5619.35 FEET, AND A CHORD BEARING OF N 28° 36' 29" E, AND A CHORD LENGTH OF 625.68 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE S 58° 12' 56" E, 16.50 FEET, THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 903.21 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5602.85 FEET, AND A CHORD BEARING OF N 36° 25' 04" E, AND A CHORD LENGTH OF 902.23 FEET AND TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43"; THENCE S 01° 58' 01" E ALONG SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE "43", 1187.88 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 570,050 SQUARE FEET (13.087 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., October 5, 2015, 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 establish the Use District Classification of recently annexed property located north of Weeden Creek Road and west of I-43 as Class Suburban Industrial (SI) Classification.

COMBINE PARCEL 1 AND PARCEL 2

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

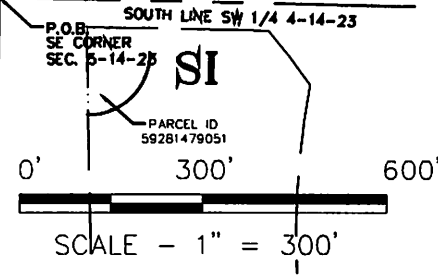
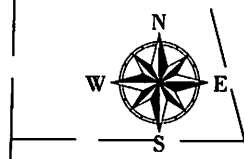
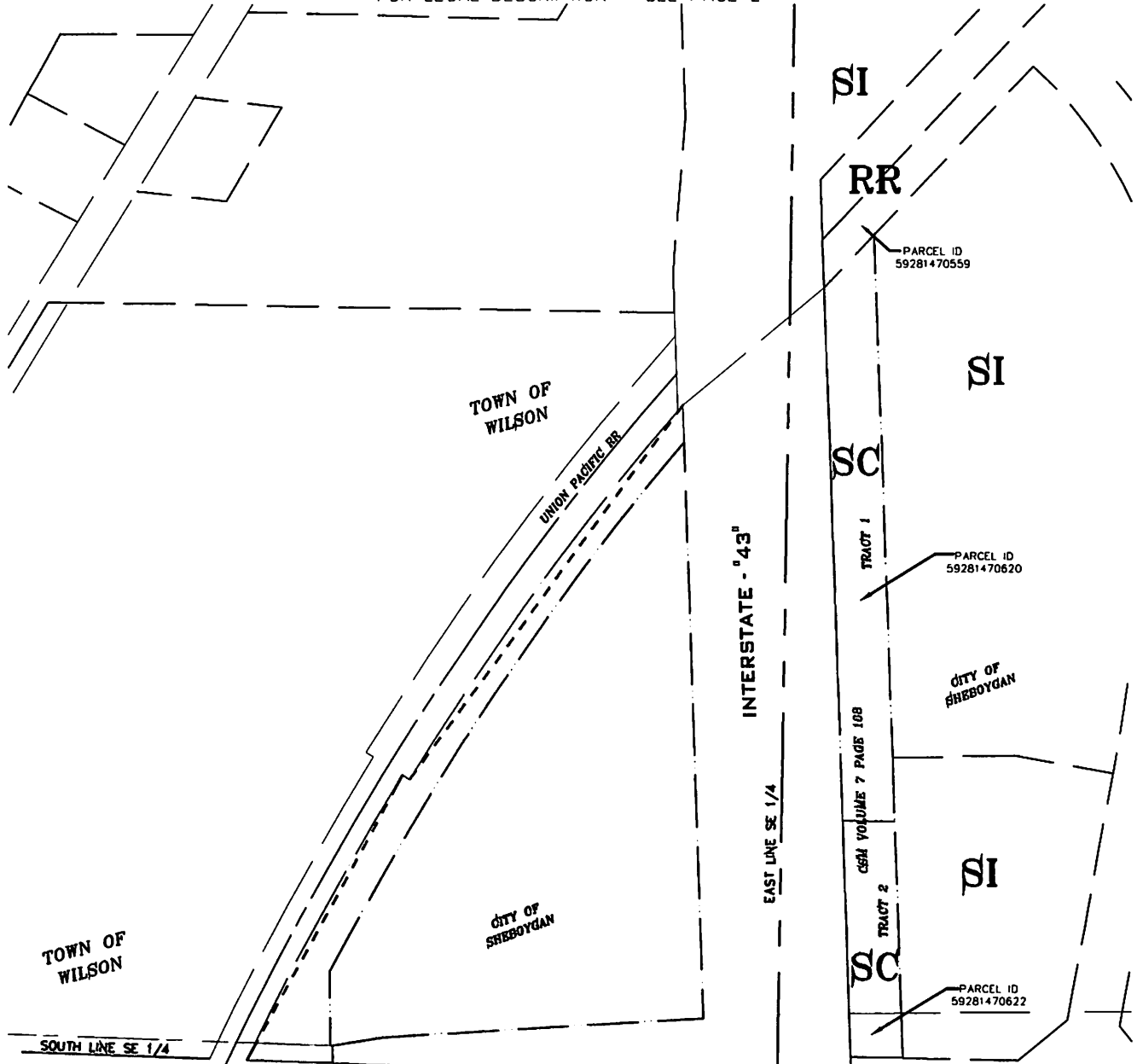
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 88° 01' 50" W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 5, 146.96 FEET TO A POINT ON SAID SECTION LINE; THENCE N 01° 58' 10" E, 110.00 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING IS THE INTERSECTING POINT OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43" AND THE NORTH RIGHT-OF-WAY LINE OF CTH "EE";

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF CTH "EE" S 87° 01' 23" W, 628.94 FEET; THENCE S 81° 17' 50" W ALONG SAID NORTH RIGHT-OF-WAY LINE 203.26 FEET; THENCE S 01° 34' 14" W, 18.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 5; THENCE ALONG SAID SOUTH SECTION LINE N 88° 01' 50" W, 60.54 FEET TO A POINT ON A CURVE AND THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 626.01 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5619.35 FEET, AND A CHORD BEARING OF N 28° 36' 29" E, AND A CHORD LENGTH OF 625.68 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE S 58° 12' 56" E, 16.50 FEET, THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 903.21 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5602.85 FEET, AND A CHORD BEARING OF N 36° 25' 04" E, AND A CHORD LENGTH OF 902.23 FEET AND TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43"; THENCE S 01° 58' 01" E ALONG SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE "43", 1187.88 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 570,050 SQUARE FEET (13.087 ACRES)

SUSAN RICHARDS
City Clerk

ESTABLISHING ZONING CLASSIFICATION SUBURBAN INDUSTRIAL SECTION 5, T. 14 N., R. 23 E.

FOR LEGAL DESCRIPTION - SEE PAGE 2



ESTABLISHING ZONING CLASSIFICATION SUBURBAN INDUSTRIAL SECTION 5, T. 14 N., R. 23 E.

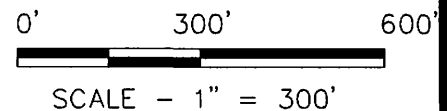
FOR LOCATION MAP - SEE PAGE 2

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, T. 14 N., R. 23 E., IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

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THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF C.T.H. "EE" S 87° 01' 23" W, 628.94 FEET; THENCE S 81° 17' 50" W ALONG SAID NORTH RIGHT-OF-WAY LINE 203.26 FEET; THENCE S 01° 34' 14" W, 18.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE ALONG SAID SOUTH SECTION LINE N 88° 01' 50" W, 60.54 FEET TO A POINT ON A CURVE AND THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 626.01 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5619.35 FEET, AND A CHORD BEARING OF N 28° 36' 29" E, AND A CHORD LENGTH OF 625.68 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE S 58° 12' 56" E, 16.50 FEET, THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 903.21 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5602.85 FEET, AND A CHORD BEARING OF N 36° 25' 04" E, AND A CHORD LENGTH OF 902.23 FEET AND TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43"; THENCE S 01° 58' 01" E ALONG SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE "43", 1187.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 570,050 SQUARE FEET (13.087 ACRES)



September 21, 2015

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., October 5, 2015, in the Council Chambers of the City Hall. The purpose of the amendment is to establish the Use District Classification of recently annexed property located north of Weeden Creek Rd. and west of I-43 to Class SC Suburban Industrial Classification:

COMBINE PARCEL 1 AND PARCEL 2

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 570,050 SQUARE FEET (13.087 ACRES)**

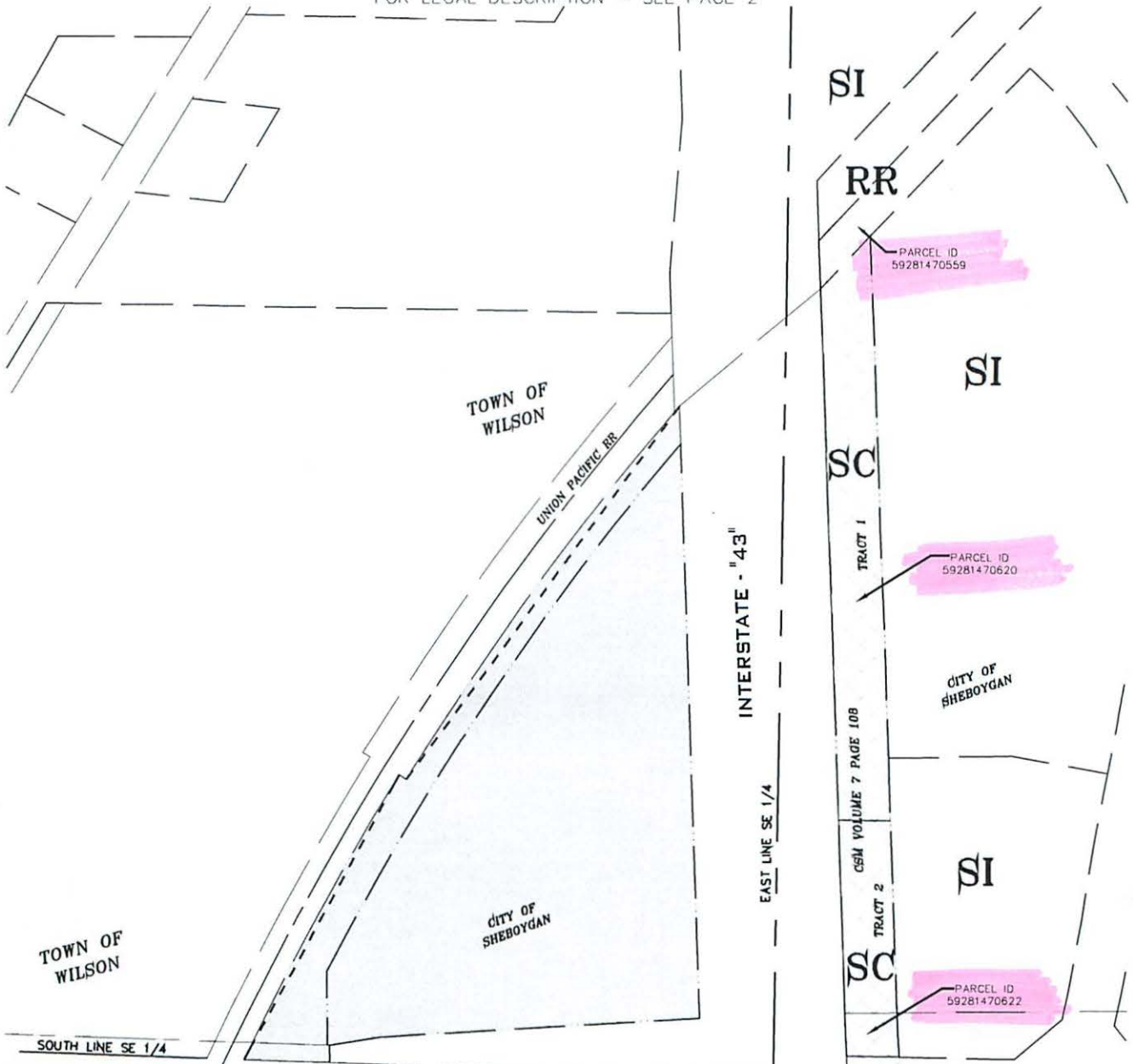
If you have questions, please direct your inquiries to the **Department of City Development at 459-3377.**

Yours very truly,

SUSAN RICHARDS
City Clerk

ESTABLISHING ZONING CLASSIFICATION SUBURBAN INDUSTRIAL SECTION 5, T. 14 N., R. 23 E.

FOR LEGAL DESCRIPTION - SEE PAGE 2



TOWN OF WILSON

TOWN OF WILSON

UNION PACIFIC RR

SI

RR

SI

SC

INTERSTATE - "43"

CITY OF SHEBOYGAN

CITY OF SHEBOYGAN

SI

SC

SOUTH LINE SE 1/4

EAST LINE SE 1/4

WEEDEN CREEK ROAD

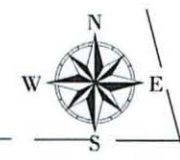
SOUTH LINE SW 1/4 4-14-23

TOWN OF WILSON

P.O.B. SE CORNER SEC. 5-14-23

SI

PARCEL ID 59281479051



SCALE - 1" = 300'

TO DO

Date _____

470559 - Wis Electric
Power Co

231 W Michigan St.

Milwaukee 53203-2918

470620 - Tenpas Land Holdings

LLC
W 2312 Wilson Limer Rd.

Oostburg 53070-2103

470622 - City

479051 - All LLC

PO Box 170170

Milwaukee 53217-8016



SUN GRAPHICS

Design • Print • Mail

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Phone: (920) 892-2331 • Fax: (920) 892-2390
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www.sungraphicsprinting.com

II

UPDATED COPY

R. O. No. - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3091	Etude	830 Virginia Ave. - one-day event to be held 10/16/15 at 1202 N. 8 th St. in the Paradigm performance area.
2755	Bookworm Gardens	1415 Campus Dr. - one-day event to be Held 10/22/15 inside the Bookworm Gardens.
1030	Bethlehem Lutheran Church	1121 Georgia Ave. - one-day event to be Held 10/17/15 at 1121 Georgia Ave.

Consent

III

R. O. No. _____ - 15 - 16. By CITY PLAN COMMISSION. October 5, 2015.

Your Commission to whom was referred Res. No. 55-15-16 by Alderperson Belanger and R. C. No. 115-15-16 by Finance approving project plan for a tax incremental district, describing the boundaries thereof and creating Tax Incremental District No. 16; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 29, 2015, and after due consideration, recommends filing the documents.

Consent

Director of Planning and Development

VIII

R. C. No. 115 - 15 - 16. By FINANCE. August 3, 2015.

6.4

Your Committee to whom was referred Res. No. 55-15-16 by Alderperson Belanger approving a project plan for a tax incremental district, describing the boundaries thereof and creating Tax Incremental District No. 16, City of Sheboygan, Wisconsin; recommends that the Resolution be passed.

*refer to
City Plan
file*

Magazine Newline

Julie Kath

[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VIII

100

James Madison

1791

1791

III

4.1

Res. No. 55 - 15 - 16. By Alderperson Belanger. July 20, 2015.

A RESOLUTION approving a project plan for a tax incremental district, describing the boundaries thereof and creating Tax Incremental District No. 16, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 16 (the "District") is proposed to be created by the City of Sheboygan (the "City") as a mixed-use district in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, on July 14, 2015, the City of Sheboygan Plan Commission met and held a public hearing on:

- (i) The proposed creation of a tax incremental district;
- (ii) Designation of boundaries of the district;
- (iii) Adoption of a proposed project plan for the tax incremental district; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afforded interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission designated tax incremental district boundaries and adopted a project plan for said district and hereby submits such boundaries and

Insert approve file

1.1

III

22

project plan to the Common Council with a favorable recommendation thereon; and

WHEREAS, such Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, outside of the District;
- b) An economic feasibility study;
- c) A detailed list of estimated project costs;
- d) A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e) A map showing existing uses and conditions of real property in the District;
- f) A map showing proposed improvements and uses in the District;
- g) Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h) A list of estimated non-project costs;
- i) A statement of the proposed plan for relocation of any persons to be displaced;
- j) A statement indicating how the amendment of the District promotes the orderly development of the City;
- k) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f)., Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

- 1. Not less than 50%, by area, of the real property within the District is suitable for mixed-use development; and
- 2. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District; and

3. The project costs relate directly to eliminating blight, and directly serve to promote mixed-use development consistent within the purpose for which the District is created; and
4. The equalized value of taxable property of the District plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City; and

BE IT FURTHER RESOLVED: That the Common Council of the City of Sheboygan hereby declares that the District is a mixed-use district based on the identification and classification of the property included within the district under Section 66.1105(4)(c) and 66.1105(4)(gm)4.a, Wis. Stats.

BE IT FURTHER RESOLVED: That in accordance with Section 66.1105, Wis. Stats.:

1. The Common Council hereby approves, accepts and adopts the Project Plan as adopted by the City Plan Commission, which is attached hereto as Exhibit A, and incorporated herein by this reference.

2. The Common Council hereby finds and determines that such Project Plan for the District is feasible and in conformity with the master plan of the City of Sheboygan.

3. The Common Council hereby establishes the boundaries of the tax incremental district. Said boundaries are described as follows:

LEGAL DESCRIPTION: BEING PART OF BLOCKS 177, 204, 205, 211, 212, 233, 307 & 313 AND ALL OF BLOCKS 129, 130, 151, 152 & 153 OF THE ORIGINAL PLAT AND ADDITIONAL UNPLATTED LANDS ALL LOCATED IN THE SOUTH 1/2 OF SECTION 23 AND NE 1/4 OF SECTION 26, T. 23 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE SE CORNER OF LOT 12, BLOCK 151 OF THE ORIGINAL PLAT, SAID CORNER BEING THE INTERSECTION OF THE WEST R/W LINE OF N. 8TH ST. AND THE NORTH R/W LINE OF CENTER AVE., AND ALSO BEING THE POINT OF BEGINNING,

THENCE WEST 360'± ALONG THE NORTH R/W LINE OF CENTER AVE. TO THE SW CORNER OF LOT 7, BLOCK 151 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE EAST R/W LINE OF N. 9TH ST., THENCE NORTH ALONG SAID EAST R/W LINE 716'± TO THE NW CORNER OF LOT 6, BLOCK 130 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF WISCONSIN AVE., THENCE EAST ALONG SAID SOUTH R/W LINE 240'± TO THE NW CORNER OF LOT 2, BLOCK 130 OF SAID ORIGINAL PLAT, THENCE NORTH 80' TO THE SW CORNER OF LOT 11, BLOCK 127, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF WISCONSIN AVE., THENCE EAST ALONG SAID NORTH R/W LINE 560'± TO THE SE CORNER OF LOT 12, BLOCK 128 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF N. 7TH ST., THENCE NORTH ALONG SAID WEST R/W LINE 150'± TO THE NE CORNER OF LOT 12, BLOCK 128, THENCE EASTERLY 85.44'± TO A POINT ON THE EAST R/W LINE OF N. 7TH ST., SAID POINT ALSO BEING THE NW CORNER OF LOT 2 OF A C.S.M. RECORDED IN VOL. 20, PG. 183 OF CERTIFIED SURVEY MAPS, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 360.65'± TO THE NE CORNER OF SAID LOT 2, SAID CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF N. 6TH ST., THENCE SOUTH ALONG SAID WEST R/W LINE 260'± TO THE NE CORNER OF LOT 1, BLOCK 308 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF WISCONSIN AVE., THENCE WEST ALONG SAID SOUTH R/W LINE 440'± TO THE NE CORNER OF LOT 1, BLOCK 129 OF THE ORIGINAL PLAT, SAID NE CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF N. 7TH ST., THENCE SOUTH ALONG SAID WEST R/W LINE 1114'± TO THE SE CORNER OF LOT 12, BLOCK 153 OF THE ORIGINAL PLAT, SAID SE CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF PENNSYLVANIA AVE., THENCE EAST ALONG SAID NORTH R/W LINE 1322'± TO ITS INTERSECTION WITH THE WEST R/W LINE OF N. 4TH ST., THENCE NORTH ALONG SAID WEST R/W LINE AND ITS EXTENSION 325'± TO ITS INTERSECTION WITH THE NORTH R/W LINE OF CENTER AVE., THENCE EAST ALONG SAID NORTH R/W LINE AND ITS EXTENSION 631'± TO A POINT ON THE EAST R/W LINE OF BROUGHTON DR., THENCE SOUTHWESTERLY ALONG SAID EAST R/W LINE AND ITS EXTENSION 434'± TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF PENNSYLVANIA AVE., THENCE WEST ALONG SAID SOUTH R/W LINE 250'± TO THE NE CORNER OF LOT 2 OF A C.S.M. RECORDED IN VOL. 23, PG. 242 OF CERTIFIED SURVEY MAPS, THENCE SOUTH ALONG THE EAST LINE OF LOT 2 AND ITS EXTENSION 170'± TO THE NORTH BANK OF THE SHEBOYGAN RIVER, THENCE WEST ALONG SAID NORTH BANK 462'± TO THE SOUTHERN EXTENSION OF THE WEST LINE OF LOT 3 OF A C.S.M. RECORDED IN VOL. 23, PG. 242 OF CERTIFIED SURVEY MAPS THENCE NORTH 172'± ALONG SAID WEST LINE AND ITS EXTENSION TO THE NW CORNER OF SAID LOT 3, SAID NW CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF PENNSYLVANIA AVE., THENCE WEST 1088'± ALONG SAID SOUTH R/W LINE TO THE NE CORNER OF LOT 1, BLOCK 177 OF THE ORIGINAL PLAT, SAID NE CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF S. 7TH ST., THENCE SOUTH ALONG SAID WEST R/W LINE 150'± TO THE SE CORNER OF SAID LOT 1, BLOCK 177, THENCE SOUTHWESTERLY 222'± ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 219', THENCE SOUTHWESTERLY 71.13' TO A POINT ON THE SOUTH LINE OF BLOCK 177, 20.66' EAST OF THE SE CORNER OF LOT 8, BLOCK 177, SAID POINT ALSO BEING A POINT ON THE NORTH R/W LINE OF JEFFERSON AVE. THENCE

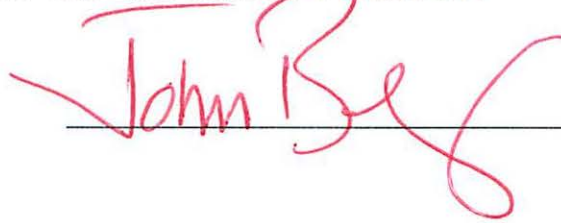
WEST ALONG SAID NORTH R/W LINE 140.66' TO THE SW CORNER OF LOT 7, BLOCK 177, SAID CORNER ALSO BEING A POINT ON THE EAST R/W LINE OF S. 8TH ST., THENCE SOUTH ALONG SAID EAST R/W LINE 478'± TO THE NW CORNER OF LOT 6, BLOCK 205 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF VIRGINIA AVE., THENCE EAST ALONG SAID SOUTH R/W LINE 120'± TO THE NE CORNER OF LOT 5, BLOCK 205, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND ITS EXTENSION 223'± TO A POINT ON THE EAST LINE OF LOT 8, BLOCK 205 45' NORTH OF THE SE CORNER OF SAID LOT 8, THENCE EAST 50', THENCE SOUTH 45' TO THE NORTH R/W LINE OF NEW JERSEY AVE., THENCE EAST ALONG SAID NORTH R/W LINE 129'± TO THE WEST R/W LINE OF RIVERFRONT DR., THENCE SOUTH ALONG SAID WEST R/W LINE 407'±, THENCE SOUTHWEST ALONG THE NORTHWEST R/W LINE OF RIVERFRONT DR. 14.14', THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY R/W LINE OF RIVERFRONT DR. 82.50' TO A POINT ON THE SOUTH LINE OF LOT 7, BLOCK 211 OF THE ORIGINAL PLAT, 20.65' WEST OF THE SE CORNER OF SAID LOT 7, SAID POINT ALSO BEING ON THE NORTH R/W LINE OF RIVERFRONT DRIVE (ORIGINALLY PLATTED AS MARYLAND AVE.) THENCE WEST ALONG SAID NORTH R/W LINE 39.35' TO THE SW CORNER OF LOT 7, BLOCK 211, THENCE CONTINUING WEST 80' TO THE SE CORNER OF LOT 12, BLOCK 212 OF THE ORIGINAL PLAT, SAID SE CORNER ALSO BEING THE SE CORNER OF LOT 2 OF A C.S.M. RECORDED IN VOL. 25, PG. 55 OF CERTIFIED SURVEY MAPS, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, 153.50', SAID SOUTH LINE ALSO BEING THE NORTH R/W LINE OF RIVERFRONT DR., THENCE SOUTH ALONG THE SOUTHEASTERN LINE OF SAID LOT 2 30', THENCE SOUTHWEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 124'± TO THE NORTH BANK OF THE SHEBOYGAN RIVER, THENCE NORTHWEST ALONG SAID NORTH BANK 200'± TO THE WEST LINE OF SAID LOT 2, THENCE NORTHEAST ALONG THE WEST LINE OF SAID LOT 2, 74'±, THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 50.33', THENCE NORTHEAST ALONG THE WEST LINE OF SAID LOT 2 53.18', THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 192.37' TO THE NW CORNER OF SAID LOT 2, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF NEW JERSEY AVE., THENCE NORTHEASTERLY 106'± TO THE SW CORNER OF LOT 10, BLOCK 204 OF THE ORIGINAL PLAT, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF NEW JERSEY AVE., THENCE NORTH ALONG THE WEST LINE OF SAID LOT 10, BLOCK 204 AND ITS EXTENSION 318'± TO THE NW CORNER OF LOT 3, BLOCK 204, SAID NW CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF VIRGINIA AVE, THENCE EAST ALONG SAID SOUTH R/W LINE 180'± TO THE NE CORNER OF LOT 1, BLOCK 204 OF THE ORIGINAL PLAT, SAID NE CORNER ALSO BEING A POINT ON THE WEST R/W LINE OF S. 8TH ST., THENCE NORTH ALONG SAID WEST R/W LINE 1274'± TO THE POINT OF BEGINNING. SAID TRACT CONTAINS APPROXIMATELY 1,886,946.64 SQ. FT. OR 43.32 ACRES.

4. The Common Council hereby establishes the creation date of the tax incremental district, pursuant to Section 66.1105(4)(gm)2, as January 1, 2016.

5. The Common Council hereby denominates the tax incremental district as "Tax Incremental District Number Sixteen, City of Sheboygan".

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2016, pursuant to the provisions of Section 66.1105(5)(b) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED: The City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Section 70.45 of the Wisconsin Statutes, those parcels of property which are within the District, specifying thereon the name of said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes, pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes.



A handwritten signature in red ink, appearing to read "John Be...", is written over a horizontal line.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN, WISCONSIN

Tax Incremental District No. 16

DOWNTOWN REDEVELOPMENT AREA

PROJECT PLAN



*Joint Review Board Organizational Meeting Held: **July 14, 2015***

*Public Hearing Held: **July 14, 2015***

*Adopted by Plan Commission: **July 14, 2015***

*Adopted by City Council: **August 3, 2015***

*Anticipated to be Considered for Approval by Joint Review Board: **August 4, 2015***

August 2015

Tax Incremental District No.16

City of Sheboygan Officials

Common Council

Michael Vandersteen	Mayor
Donald Hammond	Council Member
John Belanger	Council Member
Darryl Carlson	Council Member
Todd Wolf	Council Member
Jodi Vander Weele	Council Member
Michael Damrow	Council Member
Job Hou-seye	Council Member
Mary Lynne Donohue	Council Member
Bill Thiel	Council Member
Julie Kath	Council Member
Mark Hermann	Council Member
Bryan Bitters	Council Member
Susan Lessard	Council Member
Joseph Heidemann	Council Member
James Bohren	Council Member

City Staff

James Amodeo	Chief Administrative Officer
Chad Pelishek	Dir. of Planning & Development
Steven Sokolowski	Manager of Planning & Zoning
Charles Adams	City Attorney
Susan Richards	City Clerk
Nancy Buss	Finance Director

Plan Commission

Michael Vandersteen, Chair

Ald. John Belanger

Marilyn Montemayor

Todd Wolf

Gerald Jones

Don Cvetan

Ryan Sazama, City Engineer

Chad Pelishek, Ex-officio

Joint Review Board

Michael Vandersteen, Chair

Mark Boehlke

Cindy Dross

Mark Winkel

David Gass

City Representative

Sheb Area School District

Lakeshore Technical College

Sheboygan County

Citizen Member

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION AND PURPOSE	4
II. STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PROJECTS	7
III. BOUNDARY DESCRIPTION	10
IV. 2015 ASSESSED VALUES	11
V. EXISTING USES AND CONDITIONS	
Map 1 Proposed TID # 16	13
Map 2 Proposed TID # 16 Land Use Map	14
VI. ECONOMIC FEASIBILITY	15
New Development Activities	15
Projected Income	16
Projected Expenditures	17
Cash Proforma	18
VII. FINANCING	18
VIII. PROPOSED ZONING CHANGES	19
IX. PROPOSED CHANGES IN THE COMMUNITY DEVELOPMENT PLAN, MAP, BUILDING CODES AND ORDINANCES	20
X. RELOCATION	20
XI. STATEMENT INDICATING HOW CREATION OF THE TID PROMOTES THE ORDERLY DEVELOPMENT OF THE MUNICIPALITY	20
XII. A LIST OF ESTIMATED NON-PROJECT COSTS	20
XIII. LEGAL OPINION	21
APPENDIX	22
Calculation of the Share of Projected Tax Increments estimated to be paid by the owners of property In the overlying taxing jurisdiction	22

I. INTRODUCTION AND PURPOSE

The City of Sheboygan has identified a need to expand its economic base through mixed-use business development. In order to promote development, the City is seeking to designate a geographic area lying within its current corporate limits as Mixed-Use Tax Incremental Finance District (TID) #16. The creation of TID #16 will allow the City to make certain public improvements to the designated area to promote business redevelopment activity. Anticipated growth, combined with the City's commitment toward development, will ensure sufficient tax increment to retire all debt issued by the District for improvements. These improvements will allow the City to attract and retain potential development, and encourage further private investment in local businesses and residences. The business and residential development that is anticipated to occur will provide long-term tax benefits to both the City and all other overlying taxing jurisdictions.

In creating TID #16, the City of Sheboygan has made the following findings, consistent with Section 66.1105 of WI Statutes:

Activities and improvements to TID #16 are intended to encourage and attract mixed-use development growth or redevelopment in the City.

The improvement to the area is likely to encourage, develop, and maintain a strong growth pattern in the City, taking advantage of key downtown development revitalization efforts to create a strong downtown.

The improvement to the area is likely to maximize private investment within TID #16 and significantly enhance the value of substantially all other real estate in the District.

The improvement to the area is likely to make currently underdeveloped areas of the City more attractive by providing necessary and desired public improvements and necessary housing which are compatible and feasible with existing land uses.

The improvement to the area is likely to encourage and promote conformity with the City's planning and development policies.

At least 50% of the land in TID #16 is suitable for a combination of commercial or residential development and newly platted residential areas will not exceed 35% of the total area of the TID.

The equalized value of the taxable property of the District plus the aggregate value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City.

The development in TID #16 would not take place in the absence of the improvements stated in the project plan.

A.) SUMMARY OF FINDINGS

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

- 1. That “but for” the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, as the values, or within the timeframe desired by the City. In making this determination, the City has considered the following information:**
 - The sites proposed for redevelopment are either vacant or underutilized for several years. Given that the sites have not redeveloped as would have been expected under the normal market conditions, it is the judgment of the City that the use of TIF will be required to provide the necessary inducements to encourage redevelopment on the sites consistent with that desired by the City.
 - In order to make the areas included within the District suitable for redevelopment, the City will need to induce redevelopment by offering substantial incentives. Due to the extensive investment of incentives as well as public infrastructure needs, the City has determined that redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, redevelopment of the area is unlikely to occur.

- 2. The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**
 - As demonstrated in the Economic Feasibility section of this plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
 - The development expected to occur is likely to provide housing for workforce recruitment and retention as well as generate jobs for the local economy.

- 3. The benefits of this proposal outweigh the anticipated tax increments to be paid by the owners of the property in overlying taxing jurisdictions.**

- If approved, the District creation would become effective for valuation processes as of January 1, 2016. As of this date, the values of the existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation, or appreciation of property values occurring after January 1, 2016, would be collected by the Tax Increment District and used to repay the cost of the TIF-eligible projects undertaken within the District.
- Since the development expected to occur is unlikely to take place without the use of TIF (see Finding No. 1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding No. 2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of the property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of the projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

II. STATEMENT OF KIND, NUMBER, AND LOCATION OF PROPOSED PROJECTS

The City of Sheboygan intends to implement a number of public works projects and developer incentives that will positively impact business and residential related development in TID #16. These projects will be undertaken within the next 19 years of the TID’s existence, subject to change based on relative needs of the City and the ability of the District to recoup expenses through the generation of tax increment. These projects may be undertaken within TID #16 or within a ½ mile of the TID #16 boundary, per Wisconsin State Statutes. A brief description of each project is provided below.

A. TID # 16 Projects

The Common Council shall review and approve all projects upon review and recommendation of the appropriate committees.

Project #1: Environmental Audits and Remediation \$500,000

It may become necessary to evaluate properties for environmental reasons. The costs related to all environmental audits and remediation will be considered eligible project costs.

Project # 2: Development of the Arts/Culture Greenspace \$400,000

The project will be constructed at the same time as the new mixed use development on the former Boston Store property. This public plaza will include paved walkways, grassy areas, lighting, and restroom facilities for utilization as arts venues.

Project # 3: Developer Incentives \$8,000,000

The City will provide incentives to developers and/or property owners as a means of encouraging desired types of development within the District. Incentives may include, but not limited to cash subsidies, demolition, facility construction and other incentives that will assure an increased tax base.

Project #4: Landscaping and Right-of-Way Improvements \$200,000

The City may provide landscaping, lighting, street furniture, pedestrian pathway improvements, the implementation of a Bikeshare program, and other general amenities to attract high quality development to the area.

Project #5: Economic Development Marketing and RFP’s \$50,000

Activities associated with Economic Development Marketing include but not limited to: business recruitment, retention, and expansion efforts, promotion, general planning and marketing. Funds may be used to create developer request for proposals (RFP) to attract potential development.

Project #6: Revolving Loan/Low Interest Loan Program

To encourage private development and property maintenance consistent with the goals and objectives

of the City's Master Plans, the City may provide funding to city-funded revolving loan fund (RLF) and/or matching grant program using TID funds. Once the debt is paid off in the District, the incremental funds will be provided to the city-funded RLF.

Project #7: Land Acquisition and Demolition \$600,000

The City may acquire land from willing landowners, which it could then redevelop and market to businesses and/or housing developments intending to locate in the Downtown. The City will not use its condemnation powers to force unwilling property landowners to sell their property within the boundaries of the TID.

Project #8: Planning, engineering and professional services \$100,000

To encourage development in the TID, the City may engage professional services such as planning, engineering, and legal services. In addition, mapping and seeking grant-funding are also considered professional services.

Project #9: Development of a Downtown Parking Structure \$8,000,000

The City may develop up to a 600 vehicle downtown parking structure to assist with revitalization of the downtown to eliminate surface lots.

Project #10: Infrastructure Improvements \$1,000,000

The City may reconstruct Pennsylvania Avenue from N. 5th Street to the Lake. This street is a highly traveled corridor linking the Lakefront with the downtown. Street improvements may include sanitary sewer, storm sewer, roadway, street lighting and street enhancements.

A. TID #16 Project Cost Summary

All of the customary expenses are considered in these estimates, including but not limited to: legal fees, engineering fees, planning fees, surveying and mapping fees, inspection, construction costs, materials, and apparatus, restoration work, permits, reports, judgments, claims for damages and other expenses.

All TID/City costs (estimated at \$18,850,000) are stated in 2015 prices and are preliminary estimates. The City reserves the right to increase the costs to reflect inflationary increases or other unforeseen or uncontrollable circumstances between 2015 and the time of construction/implementation. The City reserves the right to increase particular project costs to the extent that others are reduced or not implemented, without amending the plan. This allocation of increments is preliminary and is subject to adjustment based upon the implementation of the Plan.

B. TID # 16 Yearly Projects Breakdown

2016

Developer Incentives	\$2,500,000
Development of the Arts/Culture Greenspace	\$400,000
Environmental Audits/Remediation	\$175,000
Engineering Services	\$80,000
Landscaping and Right-of-Way Improvements	<u>\$50,000</u>
Total	\$3,205,000

2017

Land Acquisition and Demolition	\$350,000
Environmental Remediation	<u>\$175,000</u>
Total	\$525,000

2018

Developer Incentives	\$1,000,000
Engineering Services	\$20,000
Economic Development Marketing	\$25,000
Pennsylvania Avenue Reconstruction	\$1,000,000
Landscaping and Right-of-Way Improvements	<u>\$150,000</u>
Total	\$2,195,000

2019

Development of Downtown Parking Structure	\$8,000,000
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2022

Developer Incentives	\$500,000
Economic Development Marketing	<u>\$25,000</u>
Total	\$525,000

2023

Land Acquisition and Demolitions	\$250,000
Environmental Remediation	<u>\$150,000</u>
Total	\$400,000

2024

Developer Incentives	\$1,000,000
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2030

Developer Incentives \$1,500,000

2035

Developer Incentives \$1,500,000

TOTAL PROJECTS BREAKDOWN \$18,850,000

III. BOUNDARY DESCRIPTION

The boundary for TID #16 was established using the following criteria:

- A. The equalized value of the taxable property of the District plus the aggregate value increment of all existing districts within the City does not exceed 12% of the total value of equalized taxable property within the City.

A map identifying the boundary for TID #16 is provided later in this report.

TAX PARCELS

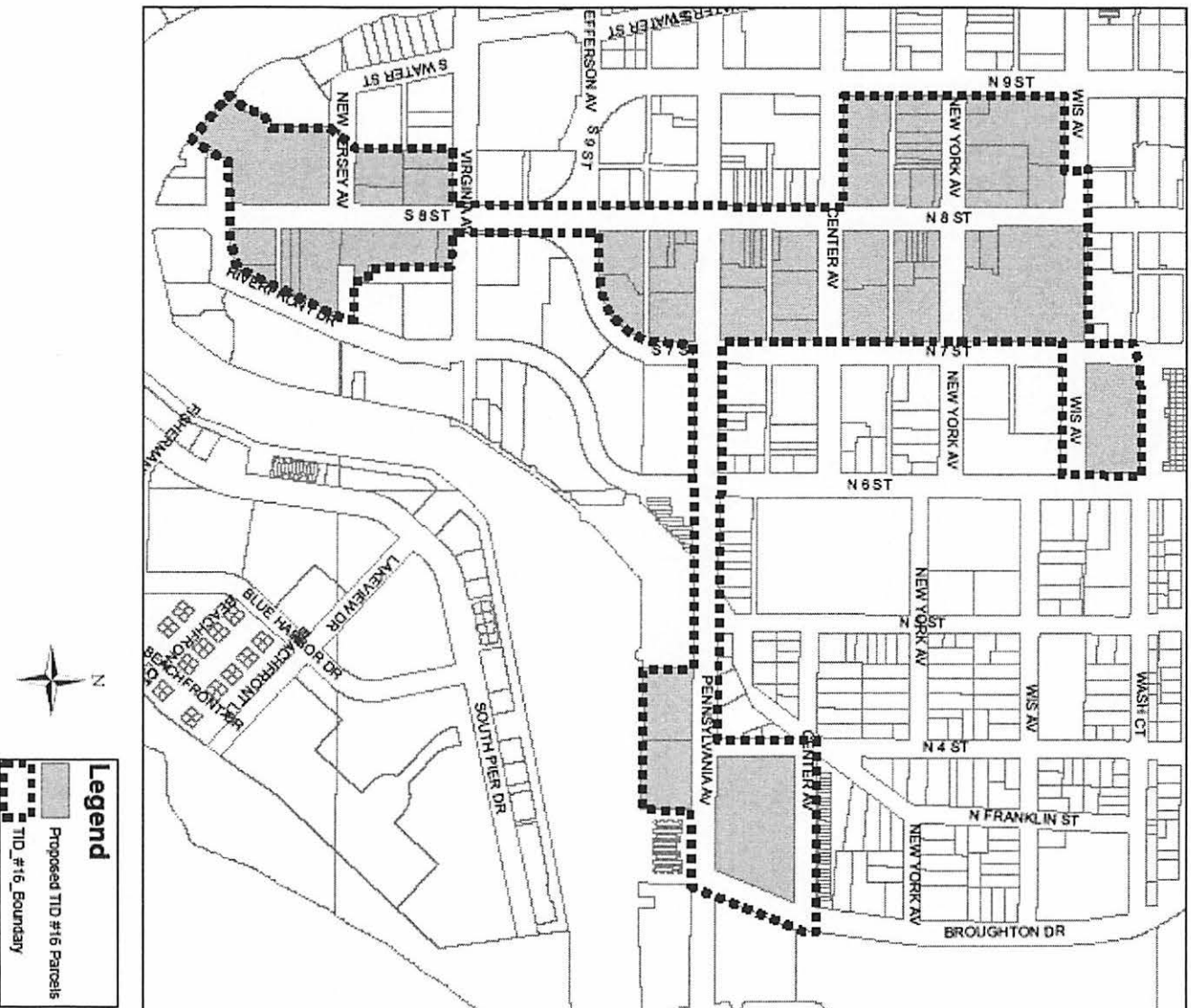
The District includes the tax parcels listed in the public hearing notice and as listed on the map.

2015 Assessed Values

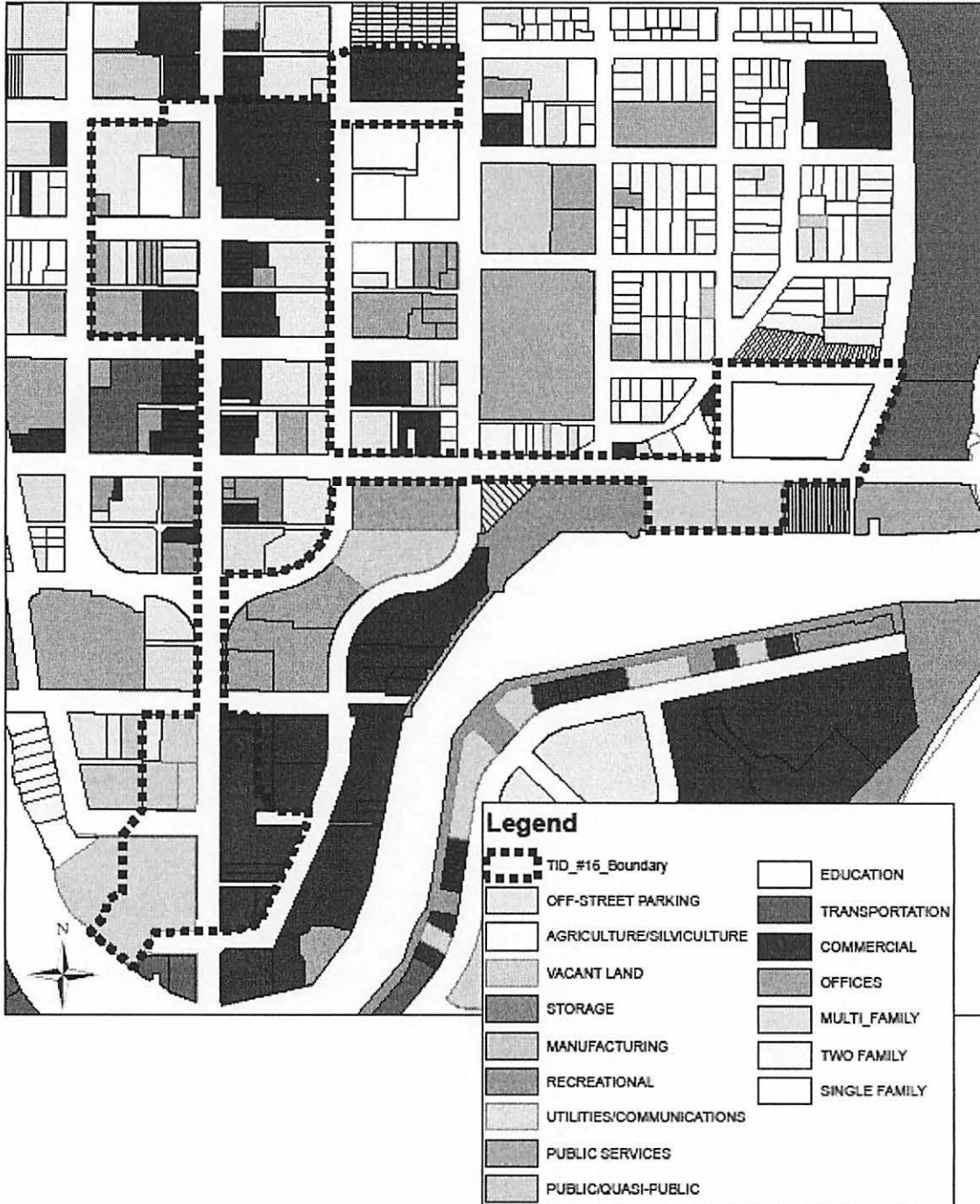
		Land Value	Improvements	Total Assessed Value
59281108031	828 Center Ave	\$ -	\$ -	\$ -
59281108360	710 Pennsylvania Ave	-	-	-
59281112995		179,500	-	179,500
59281108235		13,000	1,300	14,300
59281110032	824 S 8th St	-	-	-
59281108041	604 N 8th St	178,100	1,349,600	1,527,700
59281112980	516 Broughton Dr	-	-	-
59281111190		189,900	-	189,900
59281109960	809 S 8th St	35,900	54,700	90,600
59281109970	813 S 8th St	33,600	90,500	124,100
59281109980	823 S 8th St	111,500	218,000	329,500
59281109990	828 Riverfront Dr	29,200	37,500	66,700
59281110440	636 Wisconsin Ave	379,300	2,982,100	3,361,400
59281109120		132,600	13,300	145,900
59281109130	729/731 Pennsylvania Ave	114,400	192,000	306,400
59281109140	733 Penn Ave/501 S 8th St	9,400	186,100	195,500
59281109150	505/505A/505B S 8th St	8,800	79,800	88,600
59281109160	507/507A S 8th St	15,600	76,000	91,600
59281109180	511/513/515 S 8th St	46,800	413,500	460,300
59281109200	531 S 8th St, 519 S 8th St	155,200	599,300	754,500
59281109210		-	-	-
59281109770		-	-	-
59281109840	701/703 S 8th St, 703 Virginia Ave	39,000	103,400	142,400
59281109860	729 S 8th St, 711 S 8th St, 713 New Jersey Ave, 804 Riverfront	342,800	257,200	600,000
59281108225		135,100	13,100	148,200
59281108230	723 Center Ave, 519 N 8th St	116,400	371,100	487,500
59281108250		15,600	-	15,600
59281108260	513 N 8th St	15,600	121,600	137,200
59281108270	511/511A N 8th St	11,700	95,700	107,400
59281108280	509 N 8th St	11,700	90,700	102,400
59281108300	501 N 8th St, 728 Penn Ave, 734A Penn	58,500	621,500	680,000
59281108310		-	-	-
59281107340	701/703 N 8th St, 726 New York Ave	40,600	464,800	505,400
59281107420		-	-	-
59281107430	703 N 9th St, 834 New York Ave	29,300	88,900	118,200
59281107440	710 N 8th St	-	-	-
59281107470		-	-	-
59281107920		38,200	-	38,200
59281107925		57,700	7,200	64,900
59281107950	632 N 8th St, 807 New York Ave	18,300	433,000	451,300
59281107960	813 New York Ave	16,900	46,800	63,700
59281107970	815 New York Ave	17,600	164,900	182,500
59281107980	817 New York Ave	24,100	230,400	254,500
59281107990	819/819A New York Ave	23,400	67,100	90,500
59281108000		-	-	-
59281108010		-	-	-
59281108020	833 New York Ave	-	-	-
59281108060		-	-	-
59281108100	723 New York Ave	31,400	159,600	191,000
59281108105	618 N 7th St	34,100	295,100	329,200
59281108110	631/633/629 N 8th St, 729 New York	26,700	345,800	372,500
59281108120	627/627A N 8th St	8,500	134,400	142,900
59281108130	625/625A N 8th St	13,700	186,700	200,400
59281108140	623 N 8th St	10,100	97,900	108,000
59281108150	621 N 8th St	12,700	104,500	117,200
59281108160	617/619 N 8th St	26,000	213,900	239,900
59281108170	605/607 N 8th St	180,100	3,379,100	3,559,200
59281108180		145,200	13,000	158,200
59281108210		53,900	6,000	59,900
59281107310	727 N 8th St	-	-	-
59281107330	709/707 N 8th St	49,000	264,000	313,000
59281109806	812 New Jersey Ave	-	-	-
	Total Real Estate	\$ 3,236,700	\$ 14,671,100	\$ 17,907,800

		<u>Land Value</u>	<u>Improvements</u>	<u>Total Assessed Value</u>			
59281810482	604 N 8th St		187,460	187,460			
59281830920	823 S 8th St		60,100	60,100			
59281890753	828 Riverfront Dr		11,760	11,760			
59281920372	636 Wisconsin Ave		136,090	136,090			
59281905082	731 Pennsylvania Ave		190	190			
59281865208	731 Pennsylvania Ave		5,650	5,650			
59281855306	733 Pennsylvania Ave		30,650	30,650			
59281810068	505 S 8th St		3,990	3,990			
59281850515	507 S 8th St		8,960	8,960			
59281905376	511 S 8th St		18,890	18,890			
59281905375	515 S 8th St		16,460	16,460			
59281905031	519 S 8th St		1,170	1,170			
59281835200	531 S 8th St		7,080	7,080			
59281860370	729 S 8th St		63,990	63,990			
59281885046	723 Center Ave		137,710	137,710			
59281845003	723 Center Ave		4,480	4,480			
59281835106	513 N 8th St		1,900	1,900			
59281870094	511 N 8th St		4,840	4,840			
59281860500	509 N 8th St		8,100	8,100			
59281810006	703 N 8th St		1,200	1,200			
59281905065	703 N 8th St		15,100	15,100			
59281920467	703 N 8th St		5,000	5,000			
59281865075	703 N 8th St		800	800			
59281800370	815 New York Ave		12,950	12,950			
59281915280	815 New York Ave		2,240	2,240			
59281830560	819 New York Ave		3,140	3,140			
59281835237	618 N 7th St		4,540	4,540			
59281905050	729 New York Ave		2,300	2,300			
59281820342	627 N 8th St		7,530	7,530			
59281905088	625 N 8th St		820	820			
59281900769	623 N 8th St		21,820	21,820			
59281890798	621 N 8th St		3,910	3,910			
59281825581	617 N 8th St		9,550	9,550			
59281890942	605 N 8th St		260	260			
59281910202	605 N 8th St		309,270	309,270			
59281920293	605 N 8th St		483,590	483,590			
59281925112	605 N 8th St		40	40			
59281935016	605 N 8th St		36,730	36,730			
59281885424	607 N 8th St		54,500	54,500			
59281900309	709 N 8th St		6,230	6,230			
59281900225	707 N 8th St		6,680	6,680			
Total Personal Property		\$	-	\$	1,697,670	\$	1,697,670
Grand Total		\$	3,236,700	\$	16,368,770	\$	19,605,470

Proposed TID #16



Proposed TID #16 Land Use Map



ECONOMIC FEASIBILITY

The economic feasibility of TID #16 depends on the tax incremental revenue generated from within the District. There are three critical components in determining the economic feasibility of a TID: New development increases in property value, inflation driven increases in property value, and the change in the full value tax rate. In projecting the future increment and income generated by TID #16, assumptions were made for each of the above-mentioned critical components. These assumptions are identified below.

A. New Development Activities:

The TID is projected to realize \$35,000,000 in new value over its anticipated 20 year life in mixed-use development.

City of Sheboygan TID #16

NUMBER	PROJECT	ESTIMATED VALUE	PROJECT YEAR
1	Boston Store Mixed Use	\$11M	2016
2	Residential Development	\$9.4M	2016
3	Mixed Use Development	\$8M	2018
4	Mixed Use Development	\$500K	2017
5	Residential Development	\$2.5M	2019
6	Mixed Use Development	\$3.5M	2022
	Total	\$35,000,000	

B. Inflation Rate

Inflation is assumed to be 2.0% over the life of the District.

C. Full Value Tax Rate

The full value tax rate is assumed to be \$26.98 per thousand in 2014 and remain constant through the life of the district.

PROJECTED INCOME

	<u>Cumulative Value Increment</u>	<u>Inflation Increment</u>	<u>Development Construction</u>	<u>Development Construction Increment</u>	<u>Annual Value Increment</u>	<u>Tax Rate</u>	<u>Tax Increment Income</u>
2017		-	20,400,000	-	-	0.02698	-
2018	20,400,000	418,000	500,000	20,400,000	20,400,000	0.02698	561,670
2019	20,900,000	578,000	8,000,000	500,000	918,000	0.02698	579,476
2020	28,900,000	628,000	2,500,000	8,000,000	8,578,000	0.02698	796,665
2021	31,400,000	628,000	-	2,500,000	3,128,000	0.02698	864,115
2022	31,400,000	628,000	-	-	628,000	0.02698	864,115
2023	31,400,000	698,000	3,500,000	-	628,000	0.02698	866,004
2024	34,900,000	698,000	-	3,500,000	4,198,000	0.02698	960,434
2025	34,900,000	698,000	-	-	698,000	0.02698	960,434
2026	34,900,000	698,000	-	-	698,000	0.02698	960,434
2027	34,900,000	698,000	-	-	698,000	0.02698	960,434
2028	34,900,000	698,000	-	-	698,000	0.02698	960,434
2029	34,900,000	698,000	-	-	698,000	0.02698	960,434
2030	34,900,000	698,000	-	-	698,000	0.02698	960,434
2031	34,900,000	698,000	-	-	698,000	0.02698	960,434
2032	34,900,000	698,000	-	-	698,000	0.02698	960,434
2033	34,900,000	698,000	-	-	698,000	0.02698	960,434
2034	34,900,000	698,000	-	-	698,000	0.02698	960,434
2035	34,900,000	698,000	-	-	698,000	0.02698	960,434
2036	34,900,000	698,000	-	-	698,000	0.02698	960,434
2037	34,900,000	698,000	-	-	698,000	0.02698	960,434
2038	34,900,000	698,000	-	-	698,000	0.02698	960,434
2039	34,900,000	698,000	-	-	698,000	0.02698	960,434
2040	34,900,000	698,000	-	-	698,000	0.02698	960,434
2041	34,900,000	698,000	-	-	698,000	0.02698	960,434
2042	34,900,000	698,000	-	-	698,000	0.02698	960,434
2043	34,900,000	698,000	-	-	698,000	0.02698	960,434

Base Value - 2015 Assessed Value

\$ 21,331,000

\$ 23,740,725

Assumptions: 2% annual inflation of assessed values

Tax Increments determined using value increments from construction only

Analysis assumes the TIF expires at the end of the 27 year period (2043)

PROJECTED EXPENDITURES

	EXPENDITURES			Total
	PayGO Note	Projects	City Admin.	
2015	-	-	-	-
2016	1,500,000	1,705,000	50,000	3,255,000
2017		525,000	50,000	575,000
2018	1,000,000	1,195,000	50,000	2,245,000
2019		8,000,000	50,000	8,050,000
2020			50,000	50,000
2021			50,000	50,000
2022		525,000	50,000	575,000
2023		400,000	50,000	450,000
2024	1,000,000		50,000	1,050,000
2025			50,000	50,000
2026			50,000	50,000
2027			50,000	50,000
2028			50,000	50,000
2029			50,000	50,000
2030	1,500,000		50,000	1,550,000
2031			50,000	50,000
2032			50,000	50,000
2033			50,000	50,000
2034			50,000	50,000
2035	1,500,000		50,000	1,550,000
Total	6,500,000	12,350,000	1,000,000	19,850,000

Funding Sources: 2016 - Borrow \$1,705,000
 2017 - Advance to TIF \$711,400 (includes interest payment)
 2018 - Borrow \$1,195,000
 2019 - Borrow \$8,000,000
 2022 - Fund Balance \$525,000
 2023 - Fund Balance \$400,000

CASH PROFORMA

	REVENUES		Total Revenues	EXPENSES		Total Expenses	Fund Balance Repay Advances	Total Debt & Advances Repayments
	Increment	Advances		Debt	Admin			
2017	-	136,400	136,400	136,400	-	136,400		136,400
2018	561,670		561,670	333,843	50,000	383,843	177,827	561,670
2019	579,476		579,476	433,524	50,000	483,524	95,952	579,476
2020	796,665		796,665	1,068,975	50,000	1,118,975	(322,310)	796,665
2021	864,115		864,115	1,052,426	50,000	1,102,426	(238,311)	864,115
2022	864,115		864,115	1,035,877	50,000	1,085,877	(221,762)	864,115
2023	866,004		866,004	1,019,327	50,000	1,069,327	(203,323)	866,004
2024	960,434		960,434	1,102,779	50,000	1,152,779	(192,345)	960,434
2025	960,434		960,434	1,111,229	50,000	1,161,229	(200,795)	960,434
2026	960,434		960,434	994,680	50,000	1,044,680	(84,246)	960,434
2027	960,434		960,434	978,131	50,000	1,028,131	(67,697)	960,434
2028	960,434		960,434	961,582	50,000	1,011,582	(51,148)	960,434
2029	960,434		960,434	945,032	50,000	995,032	(34,598)	960,434
2030	960,434		960,434	1,078,484	50,000	1,128,484	(168,050)	960,434
2031	960,434		960,434	1,061,934	50,000	1,111,934	(151,500)	960,434
2032	960,434		960,434	1,045,385	50,000	1,095,385	(134,951)	960,434
2033	960,434		960,434	903,836	50,000	953,836	6,598	960,434
2034	960,434		960,434	887,287	50,000	937,287	23,147	960,434
2035	960,434		960,434	870,737	50,000	920,737	39,697	960,434
2036	960,434		960,434	854,187	50,000	904,187	56,247	960,434
2037	960,434		960,434	686,000	50,000	736,000	224,434	960,434
2038	960,434		960,434	674,000	50,000	724,000	236,434	960,434
2039	960,434		960,434	662,000	50,000	712,000	248,434	960,434
2040	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2041	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2042	960,434		960,434	250,000	50,000	300,000	660,434	960,434
2043	960,434		960,434	150,000	50,000	200,000	760,434	960,434
Total	\$ 23,740,725	\$ 136,400	\$ 23,877,125	\$ 20,797,655	\$ 1,300,000	\$ 22,097,655	\$ 1,779,470	\$ 23,877,125

VI. FINANCING

Under Wisconsin law there are several methods of borrowing, some of which apply against a municipality's debt limit, and others that do not apply against the limit. The state sets this limit at five percent (5%) of the municipality's total equalized property valuation. The feasibility of financing specific projects at any given time using a particular method can be determined based on the municipality's current fiscal situation, anticipated non-TIF related capital needs, the amount of money to be borrowed, interest rates, and lending terms.

Possible funding sources include:

Federal/State Grant and Loan Programs

The State and Federal Government often sponsor grant and loan programs that municipalities may potentially use to supplement TIF expenditures or provide financing for capital costs which positively impact the District. These programs include Wisconsin Community Development Block Grants, Transportation Economic Assistance Grants, and Economic Development Administration Grants. These programs require local match funding to insure State and Federal participation in the project.

General Obligation Bonding

General Obligation Bonds are a debt instrument backed by the full faith and credit of the municipality and its ability to raise revenue through taxation. In the case of default, the municipality is liable for repayment of the debt. As a result, this type of debt can often result in lower interest rates than regular General Obligation Borrowing.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond to one or more developer to provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's borrowing capacity.

VII. PROPOSED ZONING CHANGES

The City of Sheboygan is zoned in accordance with an ordinance formally adopted by the Common Council. Based on the current zoning classifications within TID #16, zoning changes may be necessary to accommodate planned redevelopment opportunity as a result of creating TID #16.

VIII. PROPOSED CHANGES IN THE COMMUNITY DEVELOPMENT PLAN, MAP, BUILDING CODES AND ORDINANCES

The creation of TID #16 will not require any changes to the existing

community development plans or the City's municipal codes or ordinances. The projects proposed in the Project Plan are consistent with the development policies of the municipality, as well as existing building codes, maps, and ordinances. Expenditures in the District will follow the City's Harbor Centre Downtown Master Plan adopted in March 2014.

VIX. RELOCATION

Relocation activities are not anticipated pursuant to the creation of TID #16. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable state statutes as required by Wisconsin State Stats. Chapter 32.

X. STATEMENT INDICATING HOW CREATION OF THE TID PROMOTES THE ORDERLY DEVELOPMENT OF THE MUNICIPALITY

TID #16 will promote orderly development in the City of Sheboygan by marketing and attracting economic activity to a specified area. This allows the City greater control over economic activity in order to ensure that development and/or growth is orderly, harmonious with adjoining land uses, and enhances the health and welfare of the community.

XI. A LIST OF ESTIMATED NON-PROJECT COSTS

Non-project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds. Examples would include:

1. A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside the District would be a non-project cost.
2. A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.
3. Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

XII. LEGAL OPINION

An opinion from the City legal counsel regarding the Project Plan for TID #16 and its compliance with s. 66.1105 of Wisconsin Statutes is provided below.

APPENDIX

CALCULATION OF THE SHARE OF PROJECTED TAX INCREMENTS ESTIMATED TO BE PAID BY THE OWNERS OF PROPERTY IN THE OVERLYING TAXING JURISDICTIONS

Revenue Year	City 36.01%	County 20.99%	Sheboygan Area School 40.02%	Technical College 2.98%	Total
2017					-
2018	202,257	117,895	224,780	16,738	561,670
2019	208,669	121,632	231,906	17,268	579,476
2020	286,879	167,220	318,825	23,741	796,665
2021	311,168	181,378	345,819	25,751	864,115
2022	311,168	181,378	345,819	25,751	864,115
2023	311,848	181,774	346,575	25,807	866,004
2024	345,852	201,595	384,366	28,621	960,434
2025	345,852	201,595	384,366	28,621	960,434
2026	345,852	201,595	384,366	28,621	960,434
2027	345,852	201,595	384,366	28,621	960,434
2028	345,852	201,595	384,366	28,621	960,434
2029	345,852	201,595	384,366	28,621	960,434
2030	345,852	201,595	384,366	28,621	960,434
2031	345,852	201,595	384,366	28,621	960,434
2032	345,852	201,595	384,366	28,621	960,434
2033	345,852	201,595	384,366	28,621	960,434
2034	345,852	201,595	384,366	28,621	960,434
2035	345,852	201,595	384,366	28,621	960,434
2036	345,852	201,595	384,366	28,621	960,434
2037	345,852	201,595	384,366	28,621	960,434
2038	345,852	201,595	384,366	28,621	960,434
2039	345,852	201,595	384,366	28,621	960,434
2040	345,852	201,595	384,366	28,621	960,434
2041	345,852	201,595	384,366	28,621	960,434
2042	345,852	201,595	384,366	28,621	960,434
2043	345,852	201,595	384,366	28,621	960,434
	\$ 8,549,035	\$ 4,983,178	\$ 9,501,038	\$ 707,474	\$ 23,740,725

Note: The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

II

R.O. No. - 15 - 16. By CITY PLAN COMMISSION. October 5, 2015.

Your Commission to whom was referred Gen. Ord. No. 27-15-16 by Alderperson Donohue and Hou-Seye and R.O. No. 154-15-16 by City Clerk submitting a communication from Garry M Schaal, owner of property at 1236 St. Clair Ave, requesting an encroachment in order to build and maintain a fence; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 29, 2015, and after due consideration, recommends approval of the General Ordinance and RO.

Consent

Department of Planning and Development

II

IX

6.1

Gen. Ord. No. 27 - 15 - 16. By Alderpersons Donohue and Hou-Seye.
September 21, 2015.

AN ORDINANCE granting Garry M. Schaal, his heirs and assigns, the privilege of encroaching upon described portions of N. 13th St. and St. Clair Ave. located at 1236 St. Clair Ave. in the City of Sheboygan for the purpose of building and maintaining a fence.

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

Section 1. Subject to the terms and conditions contained herein, Garry M. Schaal, his heirs and assigns, is hereby granted the privilege of encroaching upon described portions of N. 13th St. and St. Clair Ave. located at 1236 St. Clair Ave., being adjacent to Lot 7, Blk. 59, City of Sheboygan, for the purpose of building and maintaining, in accordance with the sketch attached hereto and made a part hereof:

ENCROACHMENT DESCRIPTION
AT 1236 ST. CLAIR AVE. FOR PROPOSED ENCROACHMENT INTO
THE RIGHT OF WAY OF N. 13TH STREET

THAT PART OF THE RIGHT OF WAY OF N. 13TH STREET, ADJACENT TO LOT 7 BLOCK 59 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE NE 1/4 OF SECTION 23 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 59 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE N 00°10'19" W ALONG THE WEST LINE OF SAID LOT 7, ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 13TH ST. 75.00 FEET, THENCE N 89°30'34" W 5.43', THENCE S 00°10'19" E ALONG A LINE BEING WEST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 7 80.00 FEET, THENCE S 89°21'54" E 5.43 TO THE EAST RIGHT OF WAY LINE OF N. 13TH STREET EXTENDED, THENCE N00°10'19"W 5.00 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT BEING 434.40 SQUARE FEET OF LAND.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Garry M. Schaal, his heirs and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of

City Plan approve

12



13

Sheboygan; in the event of the failure so to remove, the said Garry M. Schaal, his heirs and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Garry M. Schaal, his heirs and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.





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____.

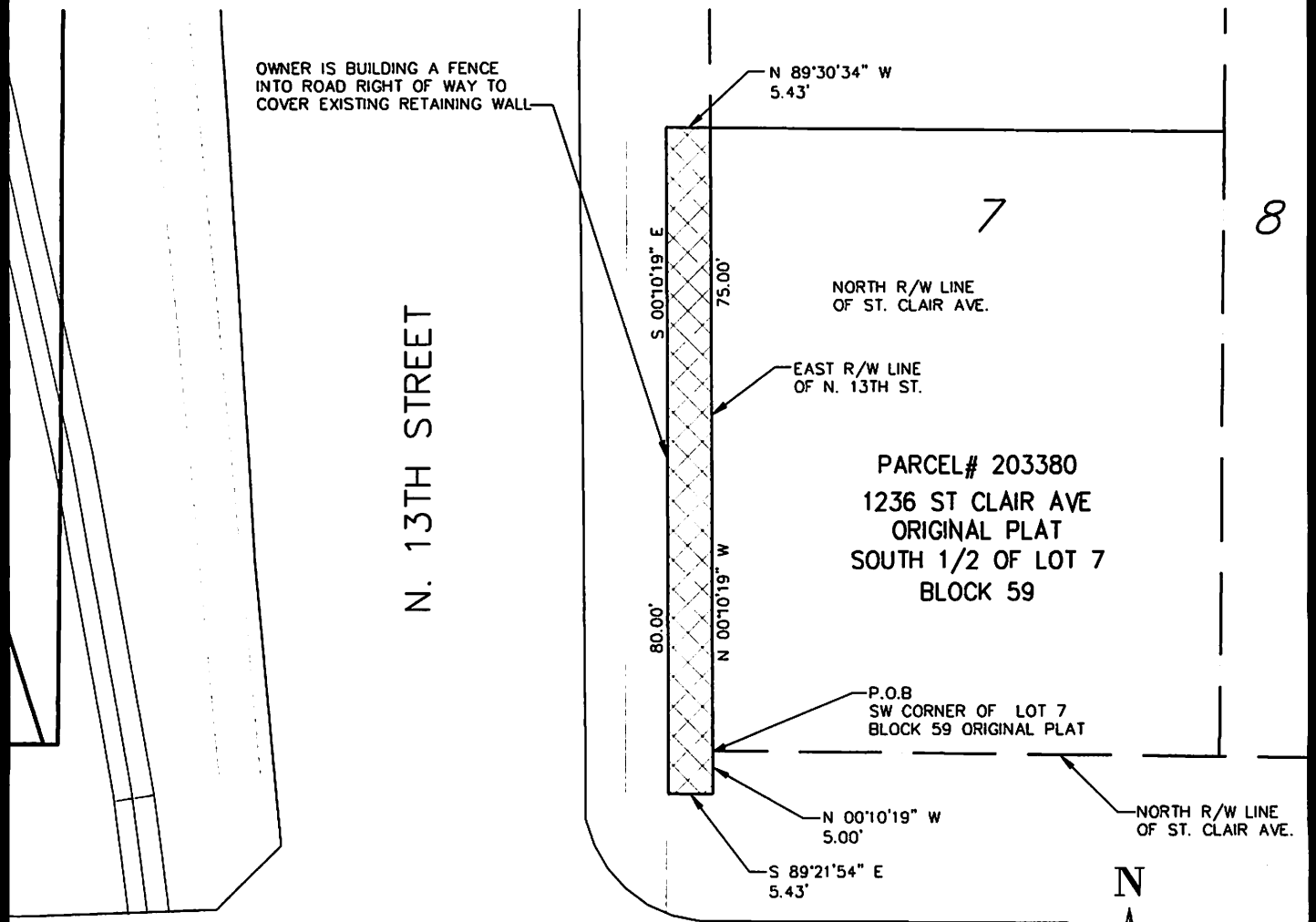
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ENCROACHMENT DESCRIPTION
AT 1236 ST. CLAIR AVE. FOR PROPOSED ENCROACHMENT INTO
THE RIGHT OF WAY OF N. 13TH STREET

THAT PART OF THE RIGHT OF WAY OF N. 13TH STREET, ADJACENT TO LOT 7 BLOCK 59 ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE NE ¼ OF SECTION 23 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 59 OF THE ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE N 00°10'19" W ALONG THE WEST LINE OF SAID LOT 7, ALSO BEING THE EAST RIGHT OF WAY LINE OF N. 13TH ST. 75.00 FEET, THENCE N 89°30'34" W 5.43', THENCE S 00°10'19" E ALONG A LINE BEING WEST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 7 80.00 FEET, THENCE S 89°21'54" E 5.43 TO THE EAST RIGHT OF WAY LINE OF N. 13TH STREET EXTENDED, THENCE N00°10'19"W 5.00 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT BEING 434.40 SQUARE FEET OF LAND.



OWNER IS BUILDING A FENCE INTO ROAD RIGHT OF WAY TO COVER EXISTING RETAINING WALL

N. 13TH STREET

PARCEL# 203380
 1236 ST CLAIR AVE
 ORIGINAL PLAT
 SOUTH 1/2 OF LOT 7
 BLOCK 59

P.O.B
 SW CORNER OF LOT 7
 BLOCK 59 ORIGINAL PLAT

N 00°10'19" W 5.00'
 S 89°21'54" E 5.43'

NORTH R/W LINE OF ST. CLAIR AVE.

CITY OF SHEBOYGAN ENGINEERING DEPT.
 DRAFTED BY: BRIAN SANDBERG
 DATE: 9\10\2015

ST CLAIR AVE



SCALE 1"=20'

ENCROACHMENT DESCRIPTION

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II

3.13

R. O. No. 154 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a communication from Garry M. Schaal, owner of property at 1236 St. Clair Ave., requesting an encroachment in order to build and maintain a fence.

*City Plan
Ac + file*

City Clerk

8.13

II

127

To the City of Sheboygan
I am requesting the City of
Sheboygan to allow building a
fence-to, carera alder —
retaining wall at 1236 St —
Clair Ave
This would look a lot
better than it does now.
Garry M Schaal

Garry M. Schaal.
owner of property.
1236 St. Clair Ave.





II

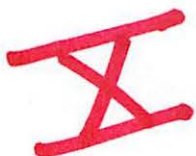
R. O. No. - 15 - 16. By CITY PLAN COMMISSION. October 5, 2015.

Your Commission to whom was referred Gen. Ord. No. 28-15-16 by Alderperson Donohue and Hou-Seye and R.O. No. 153-15-16 by City Clerk submitting a communication from Tom Armstrong of Balance on 8th LLC requesting an encroachment to place an air conditioning unit in the right of way on St. Clair Ave for Goodside Grocery; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 29, 2015, and after due consideration, recommends approval of the General Ordinance and RO.

Consent

Director of Planning and Development

五



6.2

Gen. Ord. No. 28 - 15 - 16. By Alderpersons Donohue and Hou-Seye.
September 21, 2015.

AN ORDINANCE granting Balance on 8th LLC, its successors and assigns, the privilege of encroaching upon described portions of St. Clair Ave. located at 1131 N. 8th St. in the City of Sheboygan for the purpose of installing and maintaining an air conditioning unit.

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

Section 1. Subject to the terms and conditions contained herein, Balance on 8th LLC, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of St. Clair Ave. located at 1131 N. 8th St., being adjacent to Lot 6, Blk. 75, Original Plat, City of Sheboygan, for the purpose of installing and maintaining an air conditioning unit, in accordance with the sketch attached hereto and made a part hereof.

PROPOSED ENCROACHMENT
1131 N. 8TH ST. - PARCEL #104050
SECTION 23, T. 15 N., R. 23 E.

BEING PART OF THE RIGHT OF WAY OF ST. CLAIR AVENUE ADJACENT TO LOT 6, BLOCK 75, OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE NW 1/4 OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NW CORNER OF LOT 6, BLOCK 75 OF THE ORIGINAL PLAT, SAID CORNER ALSO BEING A POINT ON THE SOUTH R/W LINE OF ST. CLAIR AVE. THENCE EAST ALONG SAID SOUTH R/W LINE 54.50' TO THE POINT OF BEGINNING, THENCE NORTH 3.0', THENCE EAST 3.0', THENCE SOUTH 3.0' TO A POINT ON SAID SOUTH R/W LINE, THENCE WEST ALONG SAID SOUTH R/W LINE 3.0' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 9.0 SQ. FT. OF LAND.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Balance on 8th LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Balance on 8th

*City
Plan
approve.*

29

11

8

LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Balance on 8th LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

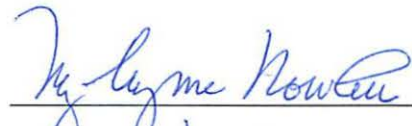
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

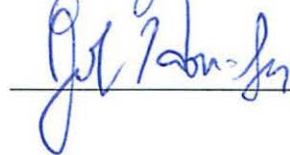
d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.





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

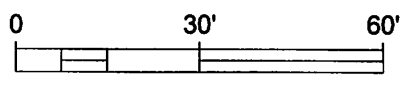
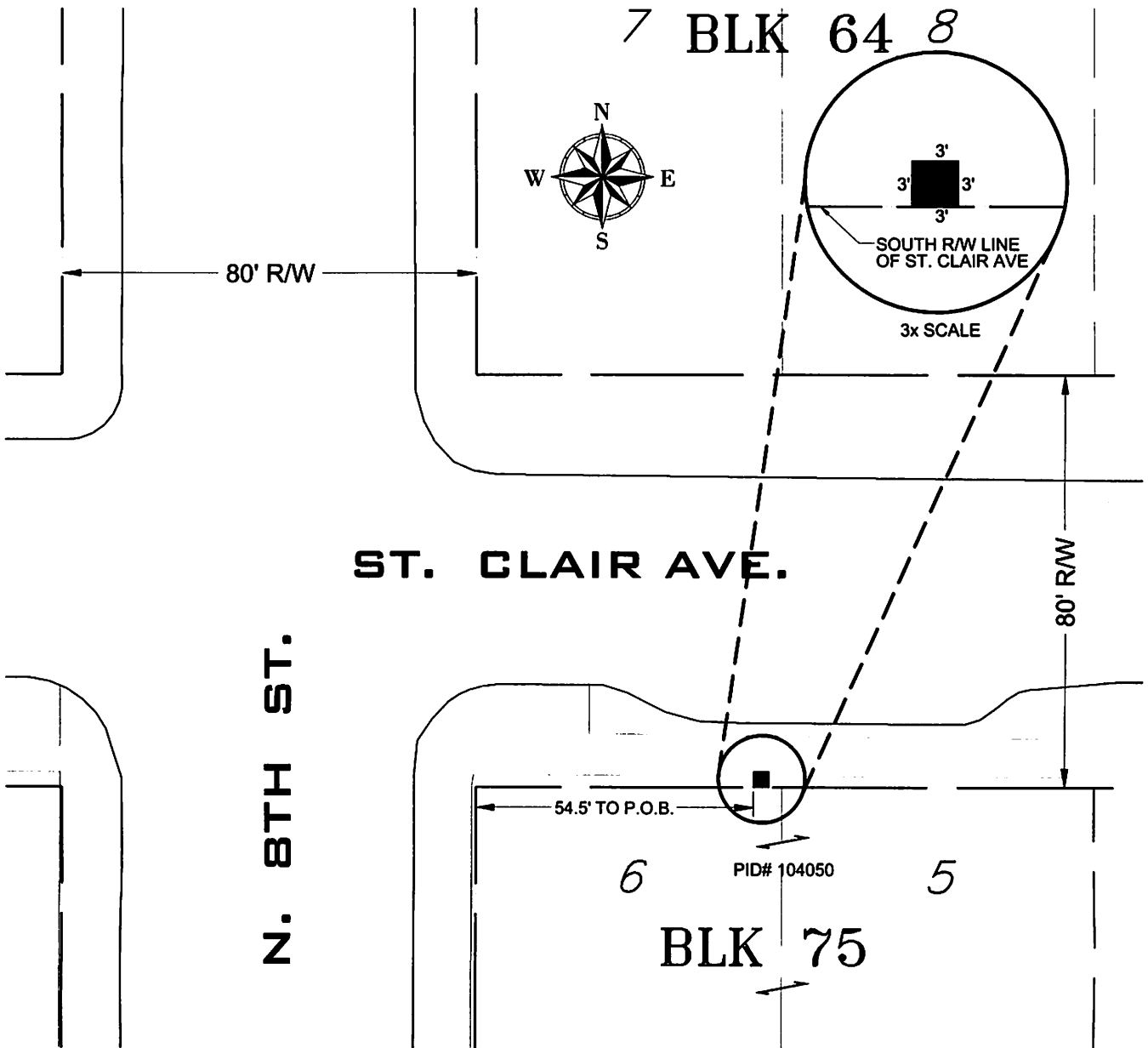
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1131 N. 8TH ST. - PARCEL #104050

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**PROPOSED ENCROACHMENT
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II

3.9

R. O. No. 153- 15 - 16. By CITY CLERK. September 21, 2015.

Submitting a communication from Tom Armstrong of Balance on 8th LLC requesting an encroachment to place an air conditioning unit in the right of way on St. Clair Ave. for Goodside Grocery.

*Citys Plan
Ac + File*

City Clerk

PA

II

12

To: Sheboygan Common Council

6/30/2015

Re: An encroachment request 1131 N. 8th St. and 729 St. Clair Ave.

From: Balance on 8th LLC and Tom Armstrong

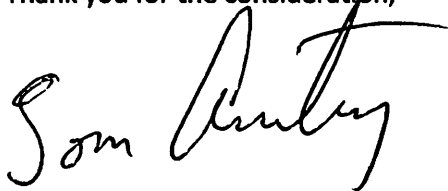
Dear Common Council,

I am asking for an encroachment on the North side of the building at 729 St. Clair Ave for a central air unit for Good side Grocery. It may or may not be encroaching on city property. We are doing the request in case it is. Four Seasons Heating and Cooling feels that this is the only good spot for the unit. It has been discussed with building inspection and Engineering. This is the best place to put the unit. The unit is roughly 33 inches by 33 inches square. It will be on the sidewalk next to the building.

There are limited areas for the unit. The roof is not accessible for the unit and because of the height of the building it is not feasible. The ally to the north risks an accident with trucks or any large vehicle because it is narrow. There is also a real possibility of vandalism because the unit is hidden. There is no area to the south on the building because of the closeness of the neighboring building. Of course it would not be placed in the front of the building to the west because of appearance.

The northside of the building has plenty of room, it has had windows at ground level to access that will not need to be broken out for the piping, and it is near the duct work in the basement. Please consider this request.

Thank you for the consideration,

A handwritten signature in black ink that reads "Tom Armstrong". The signature is written in a cursive style with a large, sweeping initial "T".

Tom Armstrong

Balance on 8th LLC

**PROPOSED ENCROACHMENT
1131 N. 8TH ST. – PARCEL #104050
SECTION 23, T. 15 N., R. 23 E.**

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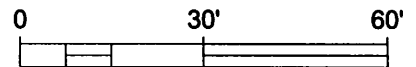
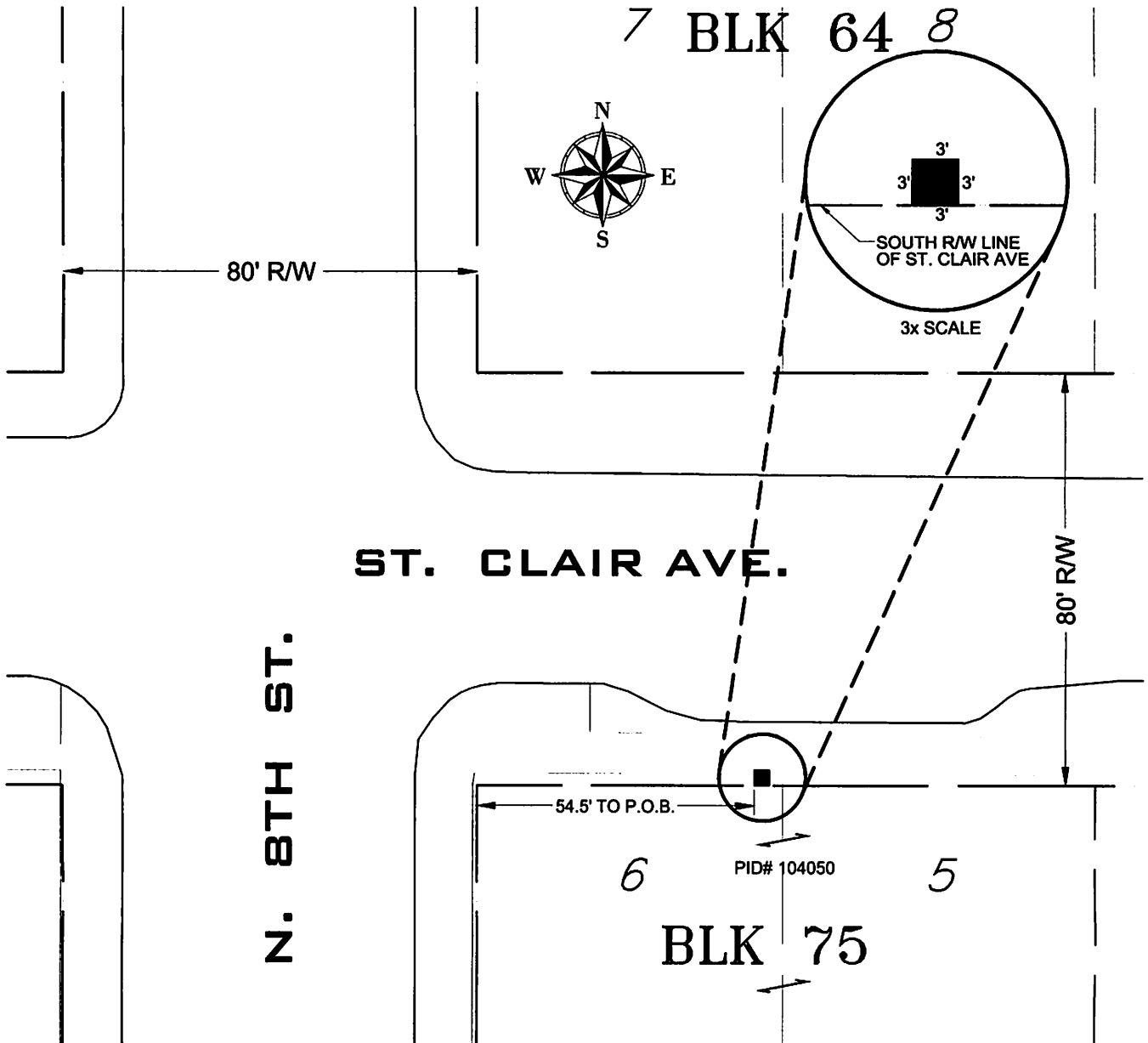
PROPOSED ENCROACHMENT

1131 N. 8TH ST. - PARCEL #104050

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III

Res. No. _____ - 15 - 16. By Alderperson Carlson. October 5, 2015.

A RESOLUTION authorizing application for 2016 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Beat Patrol grant in the amount of \$121,434 from the State of Wisconsin, Department of Justice.

WHEREAS, the Beat Patrol Grant program provides funds to support additional police personnel for community work and Beat Patrols for the period January 1, 2016 through December 31, 2016.

WHEREAS, in order to obtain the grant in the amount of \$121,434 it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice before October 14, 2015; and

WHEREAS, the funding received would be \$121,434 from the State of Wisconsin with a local match of \$40,478 (25%) required.

Whereas, the City of Sheboygan Police Department is eligible for funding for calendar years 2017 and 2018 dependent on state budget decisions.

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.

Consent

BE IT FURTHER RESOLVED: that the City of Sheboygan will meet the obligations of the grant including appropriating a matching allocation for the project and such appropriation shall continue as long as state matching aids are available, 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

VII

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. October 5, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 131-15-16 by the City Clerk, submitting license applications for the period ending December 31, 2015 and June 30, 2017; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0895	Hoffman, Katey M.	2108 Martin Ave.
*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.		
9497	Jackson, Kree A.	1411 School Ave.
0894	Metz, Lisa Ann	1108 N. 10 th St.
8543	Mikalowsky, Tonya L.	2212 S. 16 th St.

Consent

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

IV

VII

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. October 5, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 157-15-16 by the City Clerk, submitting license applications for the period ending December 31, 2015 and June 30, 2017; recommends that the following licenses be granted with various caveats:

CHANGE OF AGENT

Candice Boldt is replacing Thomas Peloquin as agent at the Q Mart #208 located at 2235 North Ave. effective immediately.

Tiffany Forward is replacing Amy Schreurs as agent at the Q Mart #221 located at 3626 S. Taylor Dr. effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2762	Braveheart Pub	2120 Calumet Dr. - one-day event to be Held 10/24/15 to include current premise and the south parking lot.
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 10/18/15 to include current premise and the North and West parking lots.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0913	Blevons, Taylor N.	2317 Carmen Ave.
*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.		
*0903	Bluske, Courtney J.	1922 S. 17 th St.
*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.		
6937	Calvert, Catherine L.	1614 N. 9 th St.
3878	Carrothers, Angela L.	2031 New Jersey Ave.
0907	Couch, Tracy J.	3255 Main Ave., #4
0205	Ebenreiter, Diane M.	4902 N. 18 th St.
0901	Foley, Sean D.	126 E. Main St., Plymouth
7782	Heyman, Benjamin F.	2521 S. 8 th St.
8232	Johnson, Stephanie M.	1548 Twin Oaks Ln.
5670	Lester, Jason D.	1408 S. 8 th St.
0909	Pfund, Brooke M.	2341 Skyline Dr., #2C
0905	Reineking, Tyler J.	1116 Geele Ave.

Consent

IV

8328 Schemrich, Yui	212 Oak St., Sheb. Falls
0914 Schleicher, Alexandra E.	1410 MacArthur Ave.
0904 Schmidt, Amanda R.	4008 Erie Ave.
0906 Strysick, Breanna M.	1526 Maryland Ave.
9361 Tewinkle, Melissa J.	3416 Geele Ave.
0911 Vang, Youa	4055 Primrose Ct., #N104
6097 Wegner, Jennifer L.	2008 S. 8 th St.
4239 Yurk, Richard C.	1434 S. 8 th St.
0908 Zastrow, Timothy J.	4901 S. 10 th St.

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0912	Deshazer, Susan Katherine	608 North Ave.
*0915	Hoskin Jr., Jimmie	849 Michigan Ave., #2, Oostburg
*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.		
0902	Zittel, Jacob J.	3606 Main Ave.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

R. O. No. - 15 - 16. By PURCHASING AGENT. October 5, 2015.

The City issued a Request for Proposals for consulting services related to a programming and space needs analysis for the City Hall structure. Bray Architects submitted the only proposal with a cost not to exceed \$18,500.00

In exchange for this investment, Bray Architects proposes to provide the following services and deliverables:

1. Project Initiation and Kickoff
2. Review of existing data including past needs assessments, structural condition data from a recent study of the building and related information.
3. Perform a needs assessment based upon both current needs and needs into the foreseeable future for physical space to accommodate programming. This will include working with City Staff to determine current needs and trends and the potential for creating operational efficiencies in the future.
4. A final written report including findings, recommendations and associated data to provide a clear and concise statement of needs. This will also help to determine whether there are existing structures which would meet the needs of the City.
5. A conceptual building design incorporating a layout to create maximum operational efficiency as determined by the needs analysis and the recommendations for changes.

It is felt that the product of this engagement will assist the Building Use Committee in the formulation of a recommendation to the Common Council regarding the future of City Hall programming and the location from which the City will provide services to the public.

Acc'd File

Respectfully submitted,

Bernard R. Rammer

III

II

R. O. No. _____ - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N. A. v The Estate of Delores A. Heinen, Deceased et al.

City Clerk

Inance

II

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

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

SEP 23 15 2:56

SUMMONS

Plaintiff,

Case No.

vs.

15CV0528

The Estate of Delores A. Heinen, Deceased
1019 Custer Ave
Sheboygan, WI 53081-6369

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

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

SHEBOYGAN COUNTY
WISCONSIN

15 SEP -2 P2:18

CLERK CIRCUIT COURT
FILED

Defendants.

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may

9-16-15
11:14A
DS

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

Dated this 31st day of August, 2015.

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

By: 

Mark A. Clauss
State Bar No. 1055102
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
065666F01

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

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

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

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

COMPLAINT

Plaintiff,
vs.

Case No. 15CV0528

The Estate of Delores A. Heinen, Deceased
1019 Custer Ave
Sheboygan, WI 53081-6369

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

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

Defendants.

SHEBOYGAN COUNTY
WISCONSIN
15 SEP -2 P2:18
CLERK CIRCUIT COURT
FILED

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

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by The Estate of Delores A. Heinen, Deceased.
3. The mortgage loan borrower, of Delores A. Heinen, is deceased and under item 9(a)(i) of the mortgage, the mortgagee has elected to accelerate the debt, and there is now due and owing to plaintiff the sum of \$55,540.00 plus additional interest and cost.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default and has directed that foreclosure proceedings be instituted.
5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.103(2) with a three month period of redemption; thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

8. That The City of Sheboygan Department of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Estate of Delores A. Heinen in the amount of \$12,000.00, dated May 8, 1990 and recorded in the Office of the Register of Deeds for Sheboygan County on May 8, 1990 as Document No. 1201805, but upon information and belief, said mortgage was paid in full and should be satisfied of record through accord and satisfaction.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.103(2) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

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

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

5. That the defendants and all persons claiming under them be enjoined from committing

waste or doing any act that may impair the value of the mortgaged premises; and

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

Dated this 31st day of August, 2015.

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

By: 

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

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

ADJUSTABLE RATE NOTE
(HOME EQUITY CONVERSION)

FHA Case # [REDACTED]

FEBRUARY 27, 2009
1322 N 12TH ST
SHEBOYGAN, WI 53081

[Property Address]

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means WELLS FARGO BANK, N.A.

and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated 02/27/09 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not due earlier, are due and payable on DECEMBER 28TH, 2094. Interest will be charged on unpaid principal at the rate of TWO AND 723/1000

percent (2.723 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month. Solely for the purpose of calculating interest, a payment received by Lender within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at WELLS FARGO BANK, N.A.

3480 STATEVIEW BLVD. MAC X7802-03B

FORT HILL, SC 29715-7203

800-472-3209

, or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on the first day of MAY 2009 and on that day of each succeeding year the first day of each succeeding month. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the average of interbank offered rates for one-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*, rounded to three digits to the right of the decimal point. The "Current Index" means the most recent Index figure available 30 days before the Change Date, and if the day that is 30 days before the Change Date is not a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of that week. If the day that is 30 days before the Change Date is a Sunday or Monday and not the first business day of the week, the Current Index will be the Index as published the first business day of the immediately prior week. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. Subject to the limits stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

The interest rate will never increase above TWELVE AND 723/1000 percent (12.723 %)

EXHIBIT A

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.

6. BORROWER'S RIGHT TO PREPAY

A Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit.

7. IMMEDIATE PAYMENT IN FULL

(A) Death or Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(B) Other Grounds

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;

(ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.


If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Addenda to this Note.

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

 _____ (Seal)
DELORES A HEINEN -Borrower


_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

**WITHOUT RECOURSE
PAY TO THE ORDER OF**

WELLS FARGO BANK, N.A.

BY 
Joan M. Mills, Vice President

1 /2915

SHEBOYGAN COUNTY, WI
RECORDED ON
03/18/2009 09:24AM

This Instrument was Drafted By: Amanda Johnson
Individual's Title/Name:
WELLS FARGO BANK, N.A.

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: \$29.00
TRANSFER FEE:
EXEMPTION # NA

Individual's Address:
WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

STAFF ID 6
TRANS # 129134
OF PAGES: 10

Parcel ID Number:

59281201030

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No. 581-3375051 952

ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 02/27/09. The
mortgagor is DELORES A. HEINEN, A SINGLE WOMAN

whose address is 1322 N 12TH ST, SHEBOYGAN, WI 53081

("Borrower"). This

Security Instrument is given to WELLS FARGO BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES
and whose address is

P.O. BOX 11701

NEWARK, NJ 071014701

("Lender"). Borrower

has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment (interest), and all renewals, extensions and modifications of the Note, up to a maximum principal amount of ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100

(U.S. \$ *****157,500.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the

First American Loan Production Services
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FALPS # 03QR : 05/08
NMFL #8913WI (QKWI) Rev 11/2008

Wisconsin HECM ARM Security Instrument

Page 1

EXHIBIT B

performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **DECEMBER 28TH, 2094**. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in **SHEBOYGAN** County, Wisconsin:

SEE ATTACHED "EXHIBIT A"

LEGAL DESCRIPTION

which has the address of **1322 N 12TH ST**

[Street]

SHEBOYGAN

, **WI**

53081

("Property Address"):

[City]

[State]

[Zip Code]

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

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

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

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to

EXHIBIT B

restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (i) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (i) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by Applicable Law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower

shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

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

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

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

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

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, Reasonable Attorneys' Fees (as defined in Paragraph 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale.

The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined by Paragraph 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial interest rate of **2.723 %** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to the change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the average of interbank offered rates for one-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal, rounded to three digits to the right of the decimal point, ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **MAY 2009** and on that day of each succeeding year the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The "Current Index" means the most recent index figure available 30 days before the Change Date, and if the day that is 30 days before the Change Date is not a Sunday or Monday and not the first business day of the week, the Current Index will be the index as published the first business day of that week. If the day that is 30 days before the Change Date is a Sunday or Monday and not the first business day of the week, the Current Index will be the index as published the first business day of the immediately prior week. Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

- (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the initial interest rate.
- (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **TWELVE AND 723/1000** percent (**12.723 %**).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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

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

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

26. **Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for Interest, MIP, Servicing Fees and other charges, shall be obligatory.

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

- Condominium Rider Planned Unit Development Rider
- Other (Specify)

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

Delores A. Heinen (Seal)
DELORES A HEINEN -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

EXHIBIT B

[Space Below This Line For Acknowledgement]

State of Wisconsin,

County of: Sheboygan

DELORES A. HEINEN

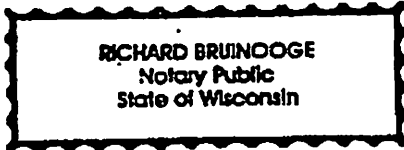
This instrument was acknowledged before me on February 27, 2007 by . . .

Delores A. Heinen

(Seal, if any)

Richard Bruinooge
(Signature of notarial officer)

Notary Public - Wisconsin
Title (and rank)



(My commission expires: 7-12-09)

Exhibit A

Legal Description

The land referred to in this policy is situated in the State of Wisconsin, County of SHEBOYGAN, and described as follows:
the following described real estate situated in the County of Sheboygan and State of Wisconsin to wit;
The South One-Third (1/3) of Lots (1) and Two (2), Block Forty-Eight (48) of the original Plat in the City of Sheboygan, Wisconsin.
APN #: 59281201030
Being the same property conveyed to Dolores A. Helnen, tenancy to follow by deed from Joyco Clements, no tenancy stated, dated 04-14-77, filed 09-15-77 and recorded in Deed as Inst. No. 1017648 in Book 815, Page 79
in SHEBOYGAN County Records.

[REDACTED]

WI

FIRST AMERICAN ELS
MORTGAGE

[REDACTED]

EXHIBIT B

II

R. O. No. - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a Summons and Complaint in the matter of APEX II, LLC v
Christine R. Grunow et al.

City Clerk

France

II

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

APEX II, LLC
a Wisconsin limited liability company
5603 Indian Mound Circle
Sheboygan, WI 53081,

Case Code: 30405
Classification: Other Real Estate

Plaintiff,

v.

Case No. **15CV0613**

CHRISTINE R. GRUNOW
an adult individual
2016 North 12th Street
Sheboygan, WI 53081,

PAYDAY LOAN STORE OF WISCONSIN INC. PD0084
a Wisconsin corporation
1694 South Koeller Street
Oshkosh, WI 54902

AURORA MEDICAL GROUP INC.
a Wisconsin corporation
3000 W. Montana Street
Milwaukee, WI 53215

Process Server
Date 10/17/15 Time 10:35 A.M. P.M.
Served Upon Sgt. Richards
828 Center Avenue, Sheboygan
 Personal Substitute
 Posted Corporate

SHEBOYGAN COUNTY
CLERK OF CIRCUIT COURT

15 SEP 30 13:01

CLERK OF CIRCUIT COURT
FILED

SCHLEH FOOD PRODUCTS CO., INC.
a Wisconsin corporation
714 South Wisconsin Drive
Howards Grove, WI 53083

ROUNDY'S SUPERMARKETS, INC.
a Wisconsin corporation
875 East Wisconsin Avenue
Milwaukee, WI 53202

GET IT NOW, LLC
a foreign limited liability company
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
a department of Sheboygan County
c/o Clerk of Circuit Courts Melody Lorge
615 N. 6th Street
Sheboygan, Wisconsin 53081

SHERRILL COURT REPORTERS
110 N. 10TH ST. S.W.
MINNEAPOLIS, MINN. 55402

10/10/83

11/10/83

Process Server
Date _____ Time _____ A.M. - P.M.
Served Upon _____
() Personal () Substitute
() Corporate

AURORA HEALTH CARE CENTRAL, INC.
a domestic corporation
2629 North 7th Street
Sheboygan, WI 53083

CITY OF SHEBOYGAN
a municipality
838 Center Avenue
Sheboygan, WI 53081

and

NORTHERN MANAGEMENT LLC
a domestic limited liability company
333 Bishops Way 160
Brookfield, WI 53005

Defendants.

SUMMONS

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

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

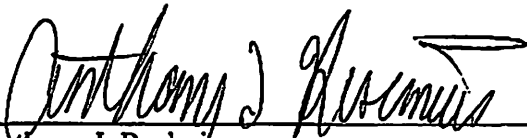
Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 607 North 8th Street, Ste.700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 20 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you

may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of September, 2015.

ROHDE DALES LLP



Anthony J. Resimius
A Member of the Firm
State Bar No. 1037195
Attorneys for Plaintiff

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

**THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE**

APEX II, LLC
a Wisconsin limited liability company
5603 Indian Mound Circle
Sheboygan, WI 53081,

Case Code: 30405
Classification: Other Real Estate

Plaintiff,

v.

Case No.

15CY0613

CHRISTINE R. GRUNOW
an adult individual
2016 North 12th Street
Sheboygan, WI 53081,

PAYDAY LOAN STORE OF WISCONSIN INC. PD0084
a Wisconsin corporation
1694 South Koeller Street
Oshkosh, WI 54902

AURORA MEDICAL GROUP, INC.
a Wisconsin corporation
3000 W. Montana Street
Milwaukee, WI 53215

SCHLEH FOOD PRODUCTS CO., INC.
a Wisconsin corporation
714 South Wisconsin Drive
Howards Grove, WI 53083

ROUNDY'S SUPERMARKETS, INC.
a Wisconsin corporation
875 East Wisconsin Avenue
Milwaukee, WI 53202

GET IT NOW, LLC
a foreign limited liability company
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

SHEBOYGAN COUNTY CLERK OF CIRCUIT COURT
a department of Sheboygan County
c/o Clerk of Circuit Courts Melody Lorge
615 N. 6th Street
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
WISCONSIN

15 SEP 30 13:01

CLERK CIRCUIT COURT
FILED

AURORA HEALTH CARE CENTRAL, INC.
a domestic corporation
2629 North 7th Street
Sheboygan, WI 53083

CITY OF SHEBOYGAN
a municipality
838 Center Avenue
Sheboygan, WI 53081

and

NORTHERN MANAGEMENT LLC
a domestic limited liability company
333 Bishops Way 160
Brookfield, WI 53005

Defendants.

COMPLAINT FOR STRICT FORECLOSURE

Plaintiff APEX II, LLC by its attorneys, Rohde Dales LLP, as and for its complaint against the Defendants alleges as follows:

1. Plaintiff APEX II, LLC ("APEX") is a Wisconsin limited liability company with a principal office located at 5603 Indian Mound Circle, Sheboygan, Wisconsin.

2. Defendant Christine R. Grunow ("Grunow") is an adult individual with a last known address of 2016 North 12th Street, Sheboygan, WI 53081.

3. Defendant Payday Loan Store of Wisconsin Inc. PD0084 ("Payday") is a Wisconsin corporation located at 1694 South Koeller Street, Oshkosh, WI 54902 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan

County on the following dates and in the sums indicated:

Case No. 2014SC1793	September 4, 2014	\$1,837.36
Case No. 2012SC632	April 4, 2012	\$2,319.72

4. Defendant Aurora Medical Group, Inc. ("Aurora Medical") is a Wisconsin corporation with its principal place of business located at 3000 West Montana Street, Milwaukee, WI 53215 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and in the sums indicated:

Case No. 2014SC2378 November 13, 2014 \$1,716.08

Case No. 2013SC1846 August 5, 2013 \$1,607.76

5. Defendant Schleh Food Products Co., Inc. ("Schleh Food") is a Wisconsin corporation with its principal place of business located at 714 South Wisconsin Drive, Howards Grove, WI 53083 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on April 13, 2005 in the sum of \$317.82.

6. Defendant Roundy's Supermarkets, Inc. ("Roundy's") is a Wisconsin corporation with its principal place of business located at 875 East Wisconsin Avenue, Milwaukee, WI 53202 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on September 7, 2007 in the sum of \$789.50.

7. Defendant Get It Now, LLC ("Get It Now") is a foreign limited liability company with its principal place of business located at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on November 20, 2008 in the sum of \$148.28.

8. Defendant Sheboygan County Clerk of Circuit Court ("Sheboygan County") is a department of Sheboygan County with its offices located at 615 North 6th Street, Sheboygan, WI 53081 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on the following dates and for the sums indicated:

Case No. 2011CM348	November 11, 2011	\$404.00.
Case No. 2013TR3344	January 24, 2014	\$200.50
Case No. 2014TR4576	January 28, 2015	\$175.30
Case No. 2014TR4577	January 28, 2015	\$200.50

9. Defendant Aurora Health Care Central, Inc. (“Aurora Health”) is a domestic corporation with its principal place of business located at 2629 North 7th Street, Sheboygan, WI 53083 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on August 5, 2013 in the sum of \$1,607.76.

10. Defendant City of Sheboygan (“City of Sheboygan”) is a municipality with its offices located at 828 Center Avenue, Sheboygan, WI 53081 and may claim an interest in the Property by virtue of judgments docketed in the Circuit Court for Sheboygan County on the following dates and for the sums indicated:

Case No. 2014TJ124	June 23, 2014	\$691.00
Case No. 2014TJ126	June 23, 2014	\$691.00
Case No. 2014TJ125	June 23, 2014	\$691.00
Case No. 2014TJ123	June 23, 2014	\$80.92
Case No. 2015TJ67	March 25, 2015	\$175,042.00

11. Defendant Northern Management LLC (“Northern Management”) is a domestic limited liability company with its principal place of business located at 333 Bishops Way 160, Brookfield, WI 53005 and may claim an interest in the Property by virtue of a judgment docketed in the Circuit Court for Sheboygan County on June 30, 2006 in the sum of \$3,734.92.

12. On August 18, 2005, APEX II, LLC entered in to a land contract with Christine R. Grunow (the “Land Contract”). The term “Land Contract” as used in this Complaint includes

the recorded Land Contract and any unrecorded amendments to the Land Contract agreed to by Apex II, LLC and Christine R. Grunow. A copy of the recorded Land Contract is attached hereto as Exhibit A and is fully incorporated herein by this reference.

13. On November 17, 2005, APEX II, LLC assigned its interest in the Land Contract to John G. Justinger. A copy of the Assignment of Land Contract is attached hereto as Exhibit B and is fully incorporated herein by this reference.

14. On January 31, 2006 APEX II, LLC assigned its interest in the Land Contract to John G. Justinger Living Trust. A copy of the Assignment of Land Contract is attached hereto as Exhibit C and is fully incorporated herein by this reference.

15. On September 24, 2015 John G. Justinger assigned his interest in the Land Contract to APEX II, LLC. A copy of the Assignment of Land Contract is attached hereto as Exhibit D and is fully incorporated herein by this reference.

16. On September 24, 2015 John G. Justinger Living Trust assigned its interest in the Land Contract to APEX II, LLC. A copy of the Assignment of Land Contract is attached hereto as Exhibit E and is fully incorporated herein by this reference.

17. The property subject to the Land Contract (the "Property") has a tax key number of 59281718960 and is legally described as follows:

Lot Twenty-one (21), Trimberger's Subdivision, City of Sheboygan,
Sheboygan County, Wisconsin.

18. Pursuant to the terms of the Land Contract, Grunow is required to make monthly principal and interest payments in the amount of \$666.96 due on the 1st day of the month commencing on October 1, 2005.

19. Despite due demand, Grunow has failed to make the monthly installment payments due under the Land Contract (the "Default").

20. Pursuant to its rights under the Land Contract, APEX has elected to declare the entire outstanding balance under the Land Contract to become immediately due and payable in full. The total outstanding balance of principal and interest due and payable as of August 27, 2015 was \$80,968.69.

21. Pursuant to its rights under the Land Contract, APEX has elected to bring this action to terminate the Land Contract and Grunow's rights, title, and interest in the Property and recover the Property back including any improvements or additional fixtures placed upon the Property prior to or following the execution of the Land Contract.

22. This is an action for strict foreclosure with any redemption conditioned upon Grunow's full payment of the entire outstanding balance.

23. In the event that Grunow fails to redeem, all amounts previously paid under the Land Contract shall be forfeited as liquidated damages for failure to fulfill the Land Contract and as rental for the Property.

24. Pursuant to the terms of the Land Contract, APEX is entitled to payment by Grunow of all costs and expenses including reasonable attorney's fees incurred in this action.

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

26. Payday, Aurora Medical, Schleh Food, Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management may claim some lien or interest in and to the Property, but that any such claim, lien, or interest (if any) is junior and subordinate to APEX'S interest and the amounts owed to APEX. This action seeks to terminate and foreclose any claim, lien, or interest (if any) of Payday, Aurora Medical, Schleh Food,

Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management in and to the Property.

WHEREFORE, Plaintiff APEX II, LLC demands judgment as follows:

- A. For a judgment of strict foreclosure subject to Grunow's right to redeem as determined by the court pursuant to Wis. Stat. § 846.30;
- B. In the event that Grunow fails to redeem, for a judgment which terminates the Land Contract, terminates and forecloses Payday, Aurora Medical, Schleh Food, Roundy's, Get It Now, Sheboygan County, Aurora Health, City of Sheboygan and Northern Management rights, title, and interest in the Property, and restores fully right, title, and interest in the Property back to APEX including any improvements or additional fixtures placed upon the Property prior to or following the execution of the Land Contract;
- C. In the event that Grunow fails to redeem, for a judgment which confirms that all amounts previously paid under the Land Contract are forfeited as liquidated damages for failure to fulfill the Land Contract and as rental for the Property;
- D. For a judgment in favor of APEX and against Grunow for its costs and disbursements including reasonable attorneys' fees incurred in this matter; and
- E. For such other and further relief as the court deems just and proper.

Dated this 30th day of September, 2015.

ROHDE DALES LLP



Anthony J. Resimius
A Member of the Firm
State Bar No. 1037195
Attorneys for Plaintiff

P.O. Address:

607 North 8th Street, Ste. 700

Sheboygan, WI 53081

Telephone (920) 458-5501

Facsimile (920) 458-5874

**THIS IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$ 76,000.00 but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premium when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: municipal and zoning ordinances, recorded easements, recorded building & use restrictions and covenants, general taxes and special assessments levied for the year 2005 and thereafter.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 15 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail); then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if Purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment on the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment to a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amount then due under this Contract. Purchaser may make such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving other subsequent or prior default of Purchase.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 18 day of August 2005.

(SEAL)
•APEX II, LLC, by: John G. Justinger, Member
John G. Justinger

Christina R. Grunow
Christina R. Grunow
(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by §705.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John G. Justinger

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

* Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

State of Wisconsin,

Sheboygan County

Personally came before me this August 2005 day of August

John G. Justinger and Christina R. Grunow

to me known to be the person instrument and acknowledged the same

Leon D. Steia
Notary Public, County, Wis.

My commission is permanent. (If not, state expiration date: 4/20/08)

STATE BAR OF WISCONSIN FORM 15 - 1982
ASSIGNMENT OF LAND CONTRACT

DOCUMENT NO.

1783180

SHEBOYGAN COUNTY, WI
RECORDED ON

11/23/2005 09:09AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION # 77.25(155)

STAFF ID 6
TRANS # 71845

OF PAGES: 2

Assignor, whether one or more, for a valuable consideration, assigns and conveys to
John G. Justinger

(“Assignee”,
whether one or more) the (Vendor's or Purchaser's) interest in a Land Contract
dated the 18th day of August, 2005, executed by

APEX II, LLC

as Vendor to

Christine R. Grunow, a single person

as Purchaser on lands in Sheboygan County, State of Wisconsin,
together with (the indebtedness therein referred to and) all the interest of the Assignor
in the Land Contract and the lands described therein, which Land Contract was
recorded in the Office of the Register of Deeds of said County, on
August 23, 2005, ~~XXXX~~, as Document Number 1774673, in

(Reel) _____ (Records) (Image)
(Vol.) _____ of (Mortg's) on (Page) _____

The Assignor covenants that there is now owing and unpaid on said Land Contract, the
sum of _____ Dollars,

and also interest at _____ percent per annum from _____, that Assignor is the owner
of the above described interest in the Land Contract and has good right to assign the same, and that the condition of the title of Assignor's interest
is the same as the time of recording the Land Contract.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF PURCHASER'S INTEREST: (Strike either 1. or 2.)

By accepting and recording this assignment, the Assignee agrees:

~~1. That the Assignee assumes and agrees to pay the obligation secured by the Land Contract, to comply with all terms and conditions of the Land
Contract, and to hold harmless and indemnify Assignor as to the performance of all obligations, terms and conditions of the Land Contract. (OR)~~

2. That this Assignment is given for collateral purposes only, and that the Assignor agrees to continue to make all payments required on the
Land Contract and to comply with all terms and conditions thereof. The Assignor retains the right to occupancy of the property covered by the
Land Contract. This Assignment is to have the same effect as a mortgage. In the event of default on the part of the Assignor on the obligation
secured hereby, the Assignee's remedy shall be a foreclosure as if he held a mortgage.

PARAGRAPHS APPLYING IF THIS IS AN ASSIGNMENT OF VENDOR'S INTEREST: (Strike either 1. or 2.)

1. This is a complete assignment of the Vendor's interest in the above described Land Contract. The Purchaser under the Land Contract is
instructed to make all further payments to Assignee upon receipt of a copy of this document. (OR)

~~2. This assignment of the Vendor's interest in the above described Land Contract is for collateral purposes. The Assignor shall be allowed to
continue to receive the scheduled, periodic payments on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and
Assignee. In the event of a default by Assignor on the obligation secured by this assignment, Assignee has the right to receive all payments on the
Land Contract upon notification to the Purchaser.~~

This IS NOT homestead property.

(is) (is not)

Dated this 17th day of November, 2005.

John G. Justinger (SEAL)
APEX II, LLC, by John G. Justinger, Member

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by 5706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

John G. Justinger

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

ACKNOWLEDGMENT

State of Wisconsin,

Sheboygan County, } ss.

Personally came before me this 17th day of
November, 2005, the above named

John G. Justinger

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

Leon D. Stein
Notary Public, Sheboygan County, Wis.

My commission is permanent. (If not, state expiration date:
_____, 19____)

EXHIBIT

* Names of persons signing in any capacity should be typed or printed below their signatures.

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN
Form No. 15 - 1982

Wisconsin Legal Blank Co., Inc.
Madison, Wis.



ASSIGNMENT OF LAND CONTRACT-----

APEX I, LLC to John G. Justinger

LEGAL DESCRIPTION----

**Lot Twenty-one (21), Trimbergers Subdivision, City of Sheboygan, Sheboygan County,
Wisconsin.**

2. ASSIGNMENT OF VENDOR'S INTEREST [CHECK BOX AT LEFT IF APPLICABLE]

By accepting and recording this Assignment, Assignee agrees:

[CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY]

- A. This is a complete assignment of Vendor's interest in the Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this instrument.
- B. This assignment of the Vendor's interest in the Land Contract is for collateral purposes. Assignor shall be allowed to continue to receive the scheduled, periodic payments(s) on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligations secured by this Assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.

Dated 9/24/15

ASSIGNOR:

ASSIGNEE:

John G. Justinger (SEAL)
 * John G. Justinger

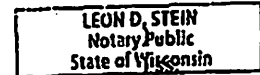
John G. Justinger (SEAL)
 * APEX II, LLC, by John G. Justinger, member

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN



authenticated on _____

Sheboygan COUNTY)

* _____

Personally came before me on 9/24/15,
 the above-named John G. Justinger, individually
 and as member of APEX II, LLC

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

John G. Justinger

Leon D. Stein

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 1/17/16)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN

FORM NO. 15-2003

* Type name below signatures.

2. ASSIGNMENT OF VENDOR'S INTEREST [CHECK BOX AT LEFT IF APPLICABLE]

By accepting and recording this Assignment, Assignee agrees:

[CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY]

- A. This is a complete assignment of Vendor's interest in the Land Contract. The Purchaser under the Land Contract is instructed to make all further payments to Assignee upon receipt of a copy of this instrument.
- B. This assignment of the Vendor's interest in the Land Contract is for collateral purposes. Assignor shall be allowed to continue to receive the scheduled, periodic payments(s) on the Land Contract. Any extra or balloon payments shall be made payable to Assignor and Assignee. In the event of a default by Assignor on the obligations secured by this Assignment, Assignee has the right to receive all payments on the Land Contract upon notification to the Purchaser.

Dated 9/24/15

ASSIGNOR:

ASSIGNEE:

John G. Justinger (SEAL)
 * John G. Justinger Living Trust,
 .. by John G. Justinger, trustee ..
 _____ (SEAL)
 *

John G. Justinger (SEAL)
 *APEX II, LLC, by John G. Justinger, member
 _____ (SEAL)
 *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN

LEON D. STEIN
 Notary Public
 State of Wisconsin

authenticated on _____

Sheboygan COUNTY)

* _____

Personally came before me on 9/24/15
 the above-named John G. Justinger Living Trust,
by John G. Justinger, trustee &
APEX II, LLC, John G. Justinger, member
 to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
John G. Justinger

* Leon D. Stein

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1/17/16)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ASSIGNMENT OF LAND CONTRACT

STATE BAR OF WISCONSIN

FORM NO. 15-2003

* Type name below signatures.

II

R. O. No. - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a communication from James L. Brown requesting a waiver from the Sex Offender Residency restrictions in order to live at 2007 Folger Ct.

pp 5.

City Clerk

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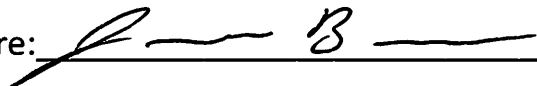
Date: Sept. 23rd, 2015

My name is: James L. Brown

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

2007 Folger Court

Sheboygan, WI 53081

Signature: 

Phone Number: (920) 331-7091

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 CITY CLERK. October 5, 2015.

Submitting a communication from Lane B. Baxter requesting a waiver from the Sex Offender Residency restrictions in order to live at 1403 Greenfield Ave.

pp. 5.

City Clerk

OCT 1 '15 AM 11:50

Date: SEPT. 29th. 2015

My name is: Lane B. Baxter

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1403 Greenfield Ave. Sheboygan, WI. 53081

Note; This Residence is 4-Blocks from South Highschool and also
over 2-blocks from a DayCare Center on parkwood Blvd.

Signature: Lane Brian Baxter

Phone Number: Cell Phone; (608)-723-9201

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.

1908

March 1908

Dear Sir,
I have the honor to acknowledge the receipt of your letter of the 12th inst.

and in reply to inform you that the same has been forwarded to the proper authorities.

Very respectfully,
Your obedient servant,
J. B. [Signature]

Secretary of the [Organization]

It is the policy of this organization to maintain the highest standards of efficiency and integrity in all its operations. We are pleased to have your interest in our work and will do our utmost to meet your needs.

Very truly yours,
[Signature]

Secretary of the [Organization]

II

R. O. No. - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting a communication from Kenneth Peitzmeier requesting a waiver from the Sex Offender Residency restrictions in order to live at 1702 N. 11th St.

pp & S

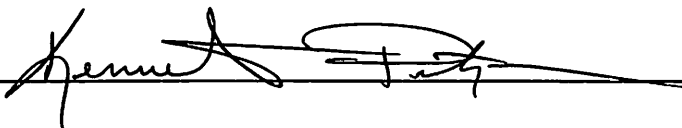
City Clerk

III

Date: 9-17-15

My name is: Kenneth Fritzsche

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1702 W. 11th St. 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 CITY CLERK. October 5, 2015.

Submitting a Petition from Dale Kuhn and his neighbors on Cherry Lane requesting the posting of impact parking for the 1100 block of Cherry Lane.

pp 5.

City Clerk

II

To whom it may concern:

I am writing this letter to request the posting of impact parking being made for the 1100 block of Cherry Lane. The reason for this request is because almost all of the residents on Cherry Lane only have a short one car driveway and own multiple vehicles. I believe the current parking provisions, of no parking on the street during school hours, was posted before South High School was remodeled, where a larger parking lot was established. Since the larger parking lot was built, the matter of Cherry Lane being crowded during school hours has decreased, which is why I believe residents should be allowed to have impact parking. Thank you for your time and consideration in this matter.

Thank you,

Dale Kuhn

Dale Kuhn 1120 Cherry Lane 459-7262

Please find attached additional resident signatures requesting the same consideration on this matter.

Kim Medoff 1153^A Cherry Lane

Clara Theodoroff 1153 Cherry Lane

Judy Kuhn 1120 Cherry Lane

David Wassit 1119 Cherry Lane

Jackie Wassit 1119 Cherry Lane

Samuel M Green 1126 Cherry Lane

Cindy Gruen 1126 Cherry Lane

Kyle 1113 Cherry Lane

Yahmke 1113 Cherry Lane

To whom it may concern:

I am writing this letter to request the posting of impact parking being made for the 1100 block of Cherry Lane. The reason for this request is because almost all of the residents on Cherry Lane only have a short one car driveway and own multiple vehicles. I believe the current parking provisions, of no parking on the street during school hours, was posted before South High School was remodeled, where a larger parking lot was established. Since the larger parking lot was built, the matter of Cherry Lane being crowded during school hours has decreased, which is why I believe residents should be allowed to have impact parking. Thank you for your time and consideration in this matter.

Thank you,

Dale Kuhn

Please find attached additional resident signatures requesting the same consideration on this matter.

Annette Basler 1150 Cherry Lane

Jammy Mithm 1144 Cherry Lane

Jane Mithm 1144 Cherry Lane

MARY FORCINS 1143 Cherry Lane

Sandra Barnes 1143 Cherry Lane

Chad Brown 1132 cherry lane

Jessica Brown 1132 Cherry Ln

Rich Bertis 1162 A Cherry Lane

Mary Lombardt 1106 Cherry Ln

J. L. 1106 Cherry Ln

Barbara Kern 1149 Cherry Ln

& Susan Matthews 1137 Cherry Lane

Shorea Vang 1131 Cherry Lane

Boy QH 1125 Cherry Ln.

David Binder 1107 CHERRY LN.

Jon Kern 1149 Cherry Lane

Her Vang 1131 Cherry Lane

Art Jensen 1138 Cherry Ln

John QH 1114 CHERRY LN.

To whom it may concern:

I am writing this letter to request the posting of impact parking being made for the 1100 block of Cherry Lane. The reason for this request is because almost all of the residents on Cherry Lane only have a short one car driveway and own multiple vehicles. I believe the current parking provisions, of no parking on the street during school hours, was posted before South High School was remodeled, where a larger parking lot was established. Since the larger parking lot was built, the matter of Cherry Lane being crowded during school hours has decreased, which is why I believe residents should be allowed to have impact parking. Thank you for your time and consideration in this matter.

II

R. O. No. _____ - 15 - 16. By PURCHASING AGENT. October 5, 2015.

Submitting a tabulation of bids related to the replacement of commercial heating equipment at the Shoreline Metro Building in accordance with Request For Bids #1897.

Company/City	Bid bond	Unit Heaters Proposed Total of Three	Waste oil Burner Proposed One Unit	Total Base Bid
Mannenbach Mechanical-Kiel	Yes	Reznor UDASCC6150-400 (3) Units	Clean Burn CB-2500	\$21,300.00
Kleeman Mechanical-Sheboygan	Yes	Lennox TUA150NSAF	Clean Burn CB-2500CF	\$20,465.00
Schaus Mechanical-Manitowoc	Yes	Reznor UDAS150	Lanair MX 150	\$ 25,369.00

The Low bid by Kleeman Mechanical of Sheboygan meets all specifications and is herewith recommended for award of the contract.

Transit

Respectfully submitted,
Bernard R. Rammer

III

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author outlines the various methods used to collect and analyze the data. This includes both primary and secondary data collection techniques. The analysis focuses on identifying trends and patterns over time, which is crucial for making informed decisions.

The third part of the document provides a detailed breakdown of the results. It shows that there has been a significant increase in sales volume, particularly in the latter half of the period. This is attributed to several factors, including improved marketing strategies and a strong focus on customer service.

Finally, the document concludes with a series of recommendations for future actions. It suggests continuing the current marketing efforts while also exploring new channels to reach a wider audience. The author also recommends regular audits to ensure the accuracy of the records and to identify any potential areas for improvement.

The data presented in this report is based on a thorough review of all available records. It is intended to provide a clear and concise overview of the company's performance and to serve as a guide for future strategic planning.

III

Res. No. _____ - 15 - 16. By Alderperson Belanger. October 5, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Bray Architects for consulting services related to a programming and space needs analysis for City Hall.

WHEREAS, the Building Use Committee directed that a Request for Proposals be issued for a City Hall programming and space needs analysis in order to determine the best way to proceed regarding the future usage of the 100 year old City Hall structure and;

WHEREAS, the City received only one response to its solicitation. Following review of the proposal and a team interview with principle(s) from Bray and Associates, it has been determined that the proposed services will fulfill the needs of the City.

RESOLVED: That appropriate city officials are hereby authorized to enter into a contract with Bray Architects for the study in the amount of \$ 18,000.00 plus up to \$500.00 in reimbursable expense for a total of \$18,500.00

BE IT FURTHER RESOLVED: That the appropriate City officials are draw funding in the amount of \$18,500.00 from Account #10111210-621200 in payment of same.

*Suspend
Res pass.*

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

III

Res. No. _____ - 15 - 16. By Alderperson Donohue. October 5, 2015.

A RESOLUTION applying certain changes to the City's Medical Benefit Plan and Dental Benefit Plan to represented employees in the Sheboygan Professional Police Officers' Supervisory Association ("SPPOSA"), the Sheboygan Professional Police Officers' Association ("SPPOA"), and the International Association of Firefighters ("IAFF") Local 483, effective for calendar year 2016 coverage, and establishing the monthly premium equivalent rates effective for January 2016 coverage and thereafter.

RESOLVED: That pursuant to agreements negotiated between the City of Sheboygan and the Sheboygan Professional Police Officers' Supervisory Association ("SPPOSA"), the Sheboygan Professional Police Officers' Association ("SPPOA"), and the International Association of Firefighters ("IAFF") Local 483, the changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan set forth in Res. No. 64-15-16 and approved by the Common Council on September 8, 2015, including monthly premium equivalent rates, are hereby effective and established for represented eligible employees from the Sheboygan Professional Police Officers' Supervisory Association ("SPPOSA"), the Sheboygan Professional Police Officers' Association ("SPPOA"), and the International Association of Firefighters ("IAFF") Local 483.

Reg

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

Faint, illegible text at the bottom of the page, possibly bleed-through from the reverse side.

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. October 5, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for Cable TV Equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Cable TV Fund Unreserved Fund Balance 270-253000	Cable TV Fund Communication Equipment 27058110-642300	\$9,550

Establish appropriation for IT Equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
IT Fund Unreserved Retained Earnings 707-272000	IT Fund IT Equipment 70717100-642200	\$21,267

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

The first part of the report deals with the general situation of the country.

The second part of the report deals with the economic situation of the country.

The third part of the report deals with the social situation of the country.

The fourth part of the report deals with the political situation of the country.

The fifth part of the report deals with the cultural situation of the country.

The sixth part of the report deals with the international situation of the country.

The seventh part of the report deals with the future of the country.

The eighth part of the report deals with the conclusion of the report.

The ninth part of the report deals with the appendix of the report.

The tenth part of the report deals with the bibliography of the report.

The eleventh part of the report deals with the index of the report.

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. October 5, 2015.

A RESOLUTION approving the terms and conditions of the Contract for Lease of Land, and accompanying Ground Lease, between the City of Sheboygan and PAJA Properties, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Contract for Lease of Land for Private Redevelopment, and accompanying Ground Lease, for a one-story building on Riverfront Dr., by and between the City of Sheboygan and PAJA Properties, LLC, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

Inance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

GROUND LEASE

This Lease is made, executed and delivered as of the ____ day of October, 2015, by and between the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin 53081 ("Landlord"), and PAJA Properties, LLC., 16524 Lax Chapel Road, Kiel, WI 53042 ("Tenant").

ARTICLE I GRANT AND TERM

Section 1.01. Premises. In consideration of rents, terms, covenants and agreements to be performed and observed by Tenant, as hereinafter set forth, Landlord rents to Tenant, and Tenant rents from Landlord, certain real estate located in the City of Sheboygan, Sheboygan County, Wisconsin, described in Exhibit A, attached hereto, together with all rights and appurtenances belonging or appertaining thereto, and all improvements now or hereafter located thereon ("Premises").

Section 1.02. Term. The term of this Lease shall be for fifty years (50) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the date which is fifty (50) lease years thereafter ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. The lease year shall be from January 1 to December 31. However, the first lease year shall commence on the commencement date and end December 31 of that year. The last lease year shall begin January 1 and end the day preceding the 50th anniversary of the commencement date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord, provided that, if Tenant has given Landlord prior written notice of the name and address of Tenant's mortgagee, Landlord shall have provided written notice of such election to the Tenant's mortgagee, and provided that Tenant's mortgagee or its successors and assigns shall have consented to such election by Landlord or its affiliates to have all Tenant's improvements removed or demolished and cleared. Such prior

consent of Tenant's mortgagee shall not be unreasonably withheld.

The costs of demolition and removal shall be paid by Tenant. If it appears to the Landlord at any time that such provision is not adequately secured, Landlord may require Tenant to post reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

Subject to the provisions of Section 3.03, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration or termination of this Lease, become the property of Landlord.

Section 1.05. Mooring Facilities Excluded. It is expressly understood and agreed that this Lease does not grant any right, interest or privilege, express or implied, to utilize any dock space or mooring facilities adjacent to the Premises.

ARTICLE II RENT

Section 2.01. Rent.

During the initial five-year period of this Lease, the annual calendar-year rent for the land area shall be the sum of Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars. One half of the annual rent shall be paid by January 31 and the other half will be paid by July 31 of each year. For 2015, the Lessee shall pay a pro-rated rent of \$600.00, which shall be due upon execution of this lease. On the anniversary date of each five-year period (i.e., first day of each five-year period), the CITY may increase the monthly rental to an amount which is equivalent to 1/12th of fifteen (15%) percent of the then market value of the said land area. (It is estimated that said land at the signing of this Lease has a market value of twelve thousand (\$12,000.00) dollars. The Tenant shall have the right to appeal the "market value" determination as though such appeal were an appeal as to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedures. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any

other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien Rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage shall be satisfied in full prior to expiration of the Lease and the mortgage does not otherwise unreasonably jeopardize Landlord's rights hereunder under Section 1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses. The mortgage in final form shall be submitted for approval of Landlord before it shall become effective.

ARTICLE III
CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT

Section 3.01. Plans and Specifications. Tenant shall, at its own expense, prepare plans and specifications for a new building and improvements to be constructed on the Premises, which shall provide for a two-story, shanty-type structure of approximately 2,500 square feet, at a Minimum Investment of \$250,000.00. Minimum Investment includes all buildings and other improvements on the Premises, but shall not include inventory, moveable equipment, personal property items or soft costs. The plans and specifications shall comply with the architectural design guidelines for the "Riverfront Design Guidelines approved by the Landlord, a copy of which is on file with the Department of City Development, except as modified with the consent of the Landlord, attached hereto as Exhibit "B." Within ninety (90) days of the date of this Lease, Tenant shall submit the plans and specifications to Landlord and to the City of Sheboygan Architectural Review Board for written approval or disapproval. Landlord shall in writing approve or disapprove the plans and specifications within sixty (60) days of receipt thereof. If Landlord disapproves of the plans and specifications, Landlord shall give Tenant an itemized statement of the reason therefor, and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for the new building and improvements to be constructed on the Premises are

disapproved. Final approved Construction Plans for the improvements shall be attached to this Lease as Exhibit "D" at the time of approval.

Plans and specifications for future improvements or removal of improvements shall be subject to written approval of the Landlord prior to commencement of construction.

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, shall construct or provide for private construction of a building and/or other improvements on the Premises for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make minor alterations and changes to such building and/or other improvements as Tenant may deem necessary, provided that Tenant shall not remove or demolish such building or other improvements without Landlord's prior consent. Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises. At Landlord's request, Tenant shall provide Landlord with satisfactory payment and/or performance bonds with regard to any construction hereunder.

Subject to the provisions of Section 11.04, initial construction shall commence no later than three (3) months after the date of execution of this Lease, and shall be substantially completed no later than thirteen (13) months after commencement of construction. In the event that such construction is not commenced or completed by Tenant within the aforesaid time

periods, or the Minimum Investment requirement is not met within said time periods, Landlord shall have the option to terminate this Lease on thirty (30) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

Section 3.03. Fixtures and Equipment. Tenant may, at its own expense, furnish and install such business and trade fixtures and equipment in and on the Premises as may be necessary or desirable for Tenant's business. Such fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the time of their installation, reasonable wear and tear excepted. Tenant's obligation hereunder shall survive the expiration or termination of this Lease.

Business and trade fixtures are generally considered moveable personal property. Fixtures which become part of the real estate and are in the nature of real estate improvements are not considered business and trade fixtures under this section and shall not be removed by Tenant.

Any and all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all fixtures shall remain subject to Tenant's mortgagee's mortgage and/or security interest provided, however, that the mortgage and/or security interest shall be satisfied in full prior to expiration of the Lease term.

ARTICLE IV MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

Section 4.01. Maintenance and Repair by Tenant. Tenant shall, at its own cost and expense, keep and maintain and repair the Premises, including all buildings and improvements of every kind which may be a part thereof (whether interior or exterior, structural or nonstructural); all heating, electrical, air conditioning, ventilating and plumbing equipment therein; and all appurtenances thereto, including private walkways adjacent thereto, in good condition and repair; and shall repair, restore and replace any such improvements which may become inoperable or be destroyed or damaged by fire, casualty or any other cause. Tenant shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises and improvements thereon, or any activity or condition on or in the Premises. Tenant shall, at its own

expense, keep the Premises in sanitary, clean and neat order, and keep the sidewalks and parking area free of snow and trash.

Section 4.02. Landscaping. Within one hundred twenty (120) days following Tenant's substantial completion of construction of improvements pursuant to Section 3.02, Tenant shall, at Tenant's sole cost and expense complete landscaping of the Premises. Prior to commencing work on landscaping, Tenant shall submit to Landlord for approval or disapproval the plans and specifications for such landscaping. Landlord shall approve or disapprove the plans and specifications within forty-five (45) days of the receipt thereof. If Landlord disapproves the plans and specifications, Landlord shall give Tenant an itemized statement of the reasons therefor and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of landscaping work.

Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

(a) The damage, destruction or partial destruction of any building or other improvement on the Premises shall not release Tenant from any obligation under this Lease. In the event of such damage or destruction, Tenant shall, at its own cost and expense, promptly repair and restore the same to a condition as good or better than that which existed prior to the damage or destruction.

(b) If, at any time during the last five (5) years of the remaining term of this Lease, the leased Premises shall be substantially damaged or destroyed, in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty (50%) percent or more of the then actual replacement value thereof, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Tenant's reasonable opinion, to use the remaining portion for operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft, act of God or other cause beyond the reasonable control of the Tenant, and whether or not insured, in whole or in part against any such cause, the Tenant may,

at its option, terminate this Lease within sixty (60) days after the extent of such damage or destruction has been determined by serving upon the Landlord, at any time within said sixty (60) day period, a ten (10) day written notice of the Tenant's election to so terminate, without any liability of the Tenant to the Landlord, except for the payment of rent, if any, accrued to the date of such termination and full performance, at Tenant's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies shall be paid to the Landlord and retained by the Tenant, as the case may be, after paying or reimbursing Tenant for the demolition or removal of the remaining portion of the buildings, structures or other improvements so damaged or destroyed and the removal of all debris from the leased Premises as follows: the Tenant shall pay to the Landlord such proportion thereof as the number of full lease years immediately preceding the Lease year in which such damage or destruction shall occur bears to fifty (50) years, and the balance of any such remaining proceeds shall be retained by the Tenant.

ARTICLE V
UTILITIES AND TAXES

Section 5.01. Utilities and Expenses. Tenant shall, during the term of this Lease, fully and promptly pay for all water, sewer, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Premises and used by Tenant. Tenant shall also pay for hookup and/or lateral charges, if any, required to bring utilities from public streets and access ways. Landlord shall not be liable to Tenant for any interruption in the aforesaid utility service.

Section 5.02. Real Property Taxes. Landlord and Tenant acknowledge and agree that irrespective of ownership, the real property and improvements thereon which form the Premises and Property shall be subject to real estate taxation by the City of Sheboygan and that the lien of such real estate taxes shall be in all respects prior to the lien of any mortgage thereon. Tenant agrees that the Premises shall be subject to real property taxes and assessments in the same manner as if Tenant held fee ownership of the Premises.

Tenant shall, during the term of this Lease, pay and discharge, as they become due, promptly and before delinquency, all real estate and personal property taxes and outstanding assessments, both general and special, and special charges, levied or assessed by any lawful authority, and/or payable during or with respect to each calendar year during the term hereof, against the land, buildings and/or all other improvements on the Premises or against any improvements which may be added thereto. Tenant shall only be obligated to pay installments of special assessments (using the longest amortization schedule available) coming due during the term of this Lease. All such taxes and charges (with the exception of personal property taxes on Tenant's personal property), shall be prorated, if necessary, at the commencement and expiration of the Lease term.

Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid against Landlord's estate and, if required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the tax claim pending such proceedings.

ARTICLE VI CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises for restaurant purposes, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease. "Transient" has the meaning given in Section 77.52(2)(a)1., Wis. Stats.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat

restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

Section 6.03. Right of Entry. Tenant shall permit Landlord and its agents and employees, upon prior notice, to enter upon the Premises at all reasonable times for the purpose of inspecting the same.

ARTICLE VII
INSURANCE AND INDEMNITIES

Section 7.01. Casualty Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep all buildings or other improvements which are now or hereafter a part of the Premises insured against loss or damage by fire and extended coverage hazards or all-risk coverage at full insurable value based on a replacement cost basis without deduction for depreciation or obsolescence; with a deductible not greater than ten thousand and 00/100 (\$10,000.00) dollars; and with loss payable to Tenant, Landlord and Tenant's mortgagee as their interests may appear. Tenant shall pay the premiums when due and shall comply with the co-insurance provisions thereof, if any.

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and all business operated thereon, with limits of public liability not less than one million and 00/100 (\$1,000,000.00) dollars for injury or death in any one occurrence, and property damage liability insurance in the amount of one hundred thousand and 00/100 (\$100,000.00) dollars. The policies shall name Tenant, Landlord and Tenant's mortgagee as co-insureds as their interests may appear. Landlord may from time to time during the term of this Lease require increases in the above-stated coverage limits consistent with standards of the insurance industry in the geographical area where the Premises is located.

Section 7.03. Certificates of Insurance. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates evidencing such insurance and stating that Landlord will be notified in writing thirty (30) days prior to cancellation, material change or nonrenewal of insurance. All such insurance shall be provided by responsible insurance companies licensed to do business in the State of Wisconsin which

have been approved by Landlord. Landlord shall approve all insurers rated A Class XV or higher by A.M. Bests.

In the event that Tenant fails to provide such insurance coverage, Landlord, in addition to its other rights under this Lease, shall have the option to procure such insurance for and on behalf of Tenant. In such event Tenant shall be required to reimburse Landlord for Landlord's costs at the time of payment of the next Rent payment due.

Section 7.04. Loss and Damage. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to or loss of property of Tenant or others located on the Premises.

Section 7.05. Hold Harmless. Landlord shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person whosoever may at any time be using or occupying or visiting the Premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Tenant or of any occupant, sub-tenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Tenant hereby waives all claims against Landlord for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

Section 7.06. Environmental Indemnifications. Landlord hereby indemnifies, defends and holds the Tenant harmless from and against any and all losses, liabilities, liens, obligations, settlement payments, penalties, claims, judgments, suits, damages and expenses of any kind or nature whatsoever (including consultants' and attorneys' fees) (collectively, "Costs"), suffered or incurred by, demanded or imposed upon, or asserted against Tenant in connection with any of the following: (a) the failure of Landlord and/or its contractors, subcontractors, agents

or employees to comply with the requirements of the Wisconsin Department of Natural Resources approved Remedial Action Plan for the Premises; (b) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with any federal, state or local law, rule, regulation, statute or ordinance, or any order of any governmental, regulatory or administrative authority pertaining to health, industrial hygiene or the environmental condition on, under or about the Premises (collectively, "Environmental Laws") as such failure affects the environmental condition of the Premises; (c) any release by the Landlord and/or its contractors, subcontractors, agents or employees of any petroleum product or hazardous material or Hazardous Substance on, upon, or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Landlord and/or its contractors, subcontractors or agents to comply with any Environmental Law or any release of petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; (e) the presence of any petroleum product or hazardous material or Hazardous Substance on, in, or within the soil, groundwater or surface water at, on, under or within the Premises, which products or materials or Substances were on, in, or within such soil, groundwater or surface water on the Commencement Date; and (f) any response, enforcement, or remedial action required by any governmental authority which is necessary to comply with any Environmental Law or any requirement of any regulatory or administrative authority with respect thereto arising out of, as a result of or related in any way to any petroleum product or hazardous material or Hazardous Substance on, under or within the Premises, which products or materials or Substances were on, under or within the Premises as of the Commencement Date. Notwithstanding the foregoing, Landlord shall not be liable for any Costs arising from any acts or omissions on the part of the Tenant or any of its members, or any of its contractors, subcontractors, agents, employees, licensees or invitees occurring on or after the Commencement Date.

Tenant hereby indemnifies, defends and holds the Landlord harmless from and against any and all Costs suffered or incurred by, demanded or imposed upon, or asserted against the Landlord in connection with any of the following: (a) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with the requirements of the Wisconsin Department of Natural Resources' approved Material

Handling and Engineered Barrier Plan; (b) the failure of Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law as such failure affects the environmental condition of the Premises; (c) any release by Tenant and/or its contractors, subcontractors, agents, employees, licensees or invitees of any petroleum product or hazardous material or Hazardous Substance on, upon or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Tenant, and/or its contractors, subcontractors, agents, employees, licensees or invitees to comply with any Environmental Law or any release of any petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; and (e) any wrongful or intentional or negligent act or omission on the part of Tenant or its contractors, subcontractors, agents, employees, licensees or invitees, which would cause the Landlord or the City of Sheboygan not to be in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan or restrictive covenants. Notwithstanding the foregoing, Tenant and its members, directors, officers and employees shall not be liable for any Costs arising from any acts or omissions on the part of the Landlord and/or its contractors, subcontractors, agents, or employees. In addition, the Tenant, its members, officers, directors, employees and their contractors, subcontractors and agents shall not be liable for any release, during the course of construction of any building and/or improvements on the Premises, of any petroleum product, hazardous material or Hazardous Substance located on, under or within the Premises on the Commencement Date, as long as the Tenant and its contractors, subcontractors and agents were using due care during the course of construction.

The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable Environmental Law.

The Landlord and/or the City of Sheboygan shall have the right, at its cost, to inspect the Premises not less than once each year in order to assure that the Premises are in compliance with the Wisconsin Department of Natural Resources Remedial Action Plan, as is required by the Plan. In making these inspections,

the Landlord and/or the City will use its best efforts not to unreasonably interfere with the operation of the businesses located on the Premises. The Tenant, at its cost and expense, shall be responsible for all maintenance and repair of the engineered barrier within the Premises.

ARTICLE VIII
EFFECT OF CONDEMNATION

Section 8.01. Total Condemnation. In the event that the entire Premises, or such part of the Premises as will render the remainder untenable, shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of taking. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the entire Premises. In the event of such condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

Section 8.02. Partial Condemnation. In the event of partial condemnation, not rendering the remainder of the Premises untenable, this Lease shall remain in full force and effect, with the exception that the rent shall be reduced in proportion to the area of the Premises lost by condemnation. The condemnation award shall be divided between the Landlord and the Tenant in proportion to their respective interests in the area of the Premises lost by condemnation. In the event of such partial condemnation by Landlord or the City of Sheboygan, Landlord shall provide Tenant's mortgagee with prior written notice of its intention to condemn (in part or in whole) the Premises. In addition, Landlord and Tenant acknowledge and agree that Tenant's mortgagee's mortgage/security interest shall attach to and continue in Tenant's respective interests in any such award.

ARTICLE IX
DEFAULT

Section 9.01. Tenant's Default Prior to Completion of Improvements. Any default of Tenant which occurs under this Lease prior to the issuance of the final Certificate of Completion to be issued shall be deemed a default under this agreement and the Redevelopment Agreement, and the remedies available to the

Landlord under the agreements shall be cumulative, and the exercise by it of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the Tenant.

Section 9.02. Tenant's Default After Completion of Improvements. After the issuance of the final Certificate of Completion to be issued, and default of Tenant not cured within: (a) thirty (30) days of written notice of default in the payment of rent or in the payment of other charges as required herein; or (b) sixty (60) days of written notice of default with respect to any other terms, covenants or conditions as herein required, or, if the default is of such a nature that it cannot reasonably be cured within sixty (60) days, Tenant fails to commence to cure the default within sixty (60) days or fails thereafter to proceed to the curing of such default with all possible diligence, Landlord shall, in addition to any other rights or remedies provided by law including, but not limited to appointment of a receiver, have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Premises, or any part thereof, for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the expenses of such re-letting and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting (up to, but not beyond, the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such re-letting; or

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid

hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

If Tenant has been credited with any rent to be received by such re-letting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new tenant, or if such rentals received from such re-letting under option (b) hereof, is less than that to be paid by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Landlord agrees to give Tenant's mortgagee concurrent notice of default and a concurrent right to cure in accordance with the foregoing provided that Tenant gives Landlord written notice of the name and address of any such mortgage. The name and address of Tenant's initial mortgagee, if any, is set forth in Section 11.06.

Section 9.03. Notice of Landlord's Default. Landlord shall not be deemed to be in default hereunder with respect to any of the terms, covenants or conditions of this Lease unless Tenant shall first give to Landlord thirty (30) days' written notice of such default and Landlord fails to cure the default within the thirty (30) days, or, if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Landlord fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X
ASSIGNMENT AND SUBLETTING

Section 10.01. Tenant's Assignment. Tenant shall not assign or transfer this Lease without Landlord's prior written consent. Notwithstanding the foregoing, upon issuance of the Certificate of Completion as provided for in the Redevelopment Agreement, Tenant's mortgagee shall have the unqualified right to assign the Tenant's rights under the Lease upon default under the Tenant's mortgagee's mortgage/security interest, except as otherwise prohibited or restricted by applicable law. Tenant's mortgagee shall provide Landlord with prior written notice of such assignment.

Section 10.02. Tenant's Subleasing. Tenant shall have the right to sublease portions of the Premises without Landlord's prior approval provided that such subleasing meets the following requirements:

- (a) The term of the sublease shall not exceed the original term of this Lease; and
- (b) The sublessee's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof;

and

- (c) The subleasee shall execute and deliver to Landlord a document in form and content acceptable to Landlord, acknowledging this Lease and agreeing that a termination or expiration of this Lease shall at Landlord's sole option constitute a termination or expiration of the sublease.

Any sublease which does not meet all of the above-stated requirements shall be subject to Landlord's prior written approval, which approval shall not unreasonably be withheld.

Tenant shall promptly provide Landlord with copies of all executed subleases affecting the Premises. No sublease shall operate to relieve Tenant of any obligation under this Lease.

Section 10.03. Landlord's Assignment. Landlord shall have the right to assign or transfer its interests in this Lease at any time, provided that the assignee or transferee assumes and agrees to be bound by the terms of this Lease, and further provided that Landlord notifies Tenant of such assignment and provides Tenant with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

ARTICLE XI MISCELLANEOUS

Section 11.01. Accord and Satisfaction. No payment received by Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest stipulated rent or other charges nor shall any statement on a check or any letter accompanying a payment of rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

Section 11.02. Entire Agreement. This Lease and Exhibits attached hereto set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises provided, however, that prior to issuance of the Certificate of Completion called for in the Redevelopment Agreement, this Lease shall also be subject to the terms and conditions set forth in the Redevelopment Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto other than as

herein set forth. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 11.03. No Partnership. Landlord does not in any way become a partner, joint venturer or member of a joint enterprise with Tenant.

Section 11.04 Force Majeure. If either party is delayed from the performance of any act required hereunder (except the payment of money) by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, insurrection, war or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay.

Section 11.05. Waiver. The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein shall not be deemed a waiver of the term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term or condition of this Lease shall be waived by Landlord or Tenant unless the waiver be in writing.

Section 11.06. Notices. Any notices given or required to be given to Landlord shall be sent or personally delivered as follows:

City of Sheboygan, Wisconsin
828 Center Avenue,
Sheboygan, WI 53081
Attention: CITY ATTORNEY

Any notices given or required to be given to Tenant shall be sent or personally delivered as follows:

PAJA PropertiesLLC.
Aaron Sloma, registered agent
16524 Lax Chapel Road
Kiel, WI 53042

Any notices given or required to be given to Tenant's mortgagee shall be sent or personally delivered as follows:

(PAJA Properties, LLC to provide lender information)

Notices shall be deemed given when deposited with the U.S. Postal Service, postage prepaid and correctly addressed, registered or certified mail, return receipt requested, to the respective parties or when personally delivered. Any party may change its respective above-stated address by written notice to the other parties.

Section 11.07. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.08. Memorandum of Lease. On the Commencement Date, Landlord and Tenant, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the State of Wisconsin. Either party, at its cost, shall be entitled to record the Memorandum of Lease in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 11.09. Consent Not To Be Unreasonably Withheld. Where any provision of this Lease requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

Section 11.10 Quiet Title. Landlord covenants, represents and warrants that Landlord is seized in fee title to the Premises subject to the encumbrances, easements, rights of way, reservations, restrictions, covenants, limitations and conditions of record; and that for so long as Tenant fulfills the conditions and covenants required of Tenant under this Lease, Tenant shall have peaceful and quiet possession of the Premises throughout the Term. Landlord further covenants and warrants that Landlord has good right, full power and lawful authority to enter into this Lease for the full term and extensions hereof.

Section 11.11. Remedies Cumulative. All remedies conferred on Landlord and Tenant by this Lease shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 11.12. Binding Effect. The covenants and agreements

contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

Section 11.13. Applicable Law. This Lease shall be governed by the laws of the State of Wisconsin.

Section 11.14. Holding Over. Any holding over after the expiration of the term or any extended term of this Lease with Landlord's consent shall be construed to be a tenancy from month-to-month at twice the rental amount and otherwise on the same terms and conditions hereof.

Section 11.15. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Lease has been made, executed and delivered in duplicate as of the date and year first set forth above.

LANDLORD:

TENANT:

CITY OF SHEBOYGAN, WI

PAJA PROPERTIES, LLC.

By: _____

By: _____

Michael Vandersteen, Mayor

Aaron Sloma, President

Susan Richards, City Clerk

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this ____ day of _____, 2015, before me personally appeared Michael Vandersteen and Susan Richards to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Mayor and City Clerk of the City of Sheboygan, Wisconsin, a, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Michael Vandersteen and Susan Richards acknowledged before me the Ground Lease to be the free act and deed of said corporation.

Notary Public
Sheboygan County, Wisconsin
My commission is permanent

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this ____ day of _____, 2015, before me personally appeared Aaron Sloma who executed the foregoing Ground Lease on behalf of PAJA Properties, LLC. and acknowledged before me that he executed the same as his free act and deed.

Notary Public
Sheboygan County, Wisconsin
My commission is permanent

This instrument was drafted by
Attorney Charles C. Adams
WI State Bar No.

Exhibit "A"

A LEGAL DESCRIPTION BASED ON THE SITE PLAN IS BEING PREPARED BY
CITY ENGINEERING

Exhibit "B"

[FINAL APPROVED CONSTRUCTION PLANS]

III

Res. No. - 15 - 16. By Alderperson Carlson. October 5, 2015.

A RESOLUTION authorizing entering into contract with Tapco for Parking and Revenue Control System for Lot 14.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Tapco for the Parking and Revenue Control for a total of \$102,528.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw order on Account #40061100-631100 in payment thereof.

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

THESE RESULTS ARE THE RESULT OF THE RESEARCH OF THE AUTHOR AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. October 5, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for Parking and Revenue Control System, Lot 14 Equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID 12 Fund	Capital Projects	
Unreserved Fund Balance	Improvements Other than Buildings	
312-253000	40061100-631100	\$102,528

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 15 - 16. By Alderperson Carlson. October 5, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of three commercial unit heaters and one waste oil furnace in the shop and storage area(s) of the Shoreline Metro Building.

WHEREAS: The City of Sheboygan Shoreline Metro Facility needs to upgrade three ceiling mounted unit heaters and one waste oil furnace in the shop and garage storage area of the building and;

WHEREAS: The City of Sheboygan issued a Request for Bids # 1897 for this work. Three bids were received with the low bid by Kleeman Mechanical of Sheboygan meeting all stated specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Kleeman Mechanical Inc. of Sheboygan for the replacement of the specified heating equipment in the amount of \$ 20,465.00

BE IT FURTHER RESOLVED: That the funding for this expenditure is to be taken from Account #65193110-522110.

Transit

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

VI

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. October 5, 2015.

Your Committee to whom was referred R. O. No. 108-15-16 by the City Clerk, submitting license applications for the period ending December 31, 2015 and June 30, 2017; recommends that Beverage Operator's License #9294 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her record as a repeat law violator.

reg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

Other Matters

9.1

R. O. No. 108 - 15 - 16. By CITY CLERK. August 17, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2805	Blue Harbor Resort	725 Blue Harbor Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5314	Beaumont, Victoria M	2319 Calumet Dr.
0878	Bradford, Danielle C	1120 Harry Ct.
0051	Carlson, Leah S.	1819 N. 2 nd St., Apt. A
0871	Derosier, Ross K.	3615 S. 17 th Pl.
0870	Duren, Ryan M.	1447 Parkview Ter, #30
0094	Everson, Tyler	3211 S. 11 th Place
6911	Lee, Manasty	434 Ontario Ave.
0867	Lund, Tanya L.	2807 S. 19 th St.
7738	McWilliams, Jessica L.	910 E. Madison Ave., Cleveland
3499	Mlejnek, Dale R.	2335 Skyline Dr. #1D
5631	Mueller, Tiffany M.	W6761 Hwy. 144, Random Lake
0868	Nelson, Steven H.	1916 S. 15 th St.
0875	Schindler, Joshua D.	1726 Grams Ct.
0869	Seal, Abby L.	6502 Newton Rd., Newton
4461	Segalle, Jason A.	2015 Folger Ct.
2528	Sheraski, Pamela M	1410 N 27 th St.
9294	Torres, Monica	1627 S. 12 th St.
0234	VanGheem, Seth	618 N. 15 th St.
3089	Walker, Elizabeth Ann	612 Superior Ave.
0874	Zimmerman, Kaycee L.	N6338 Gardenia Ln, Fond du Lac

Law & Lu
 9/8/15 - part all lic.
 except local Beaumont,
 Jones, Rapp-Valle
 9/21/15 - local Torres, deny
 Beaumont, Rapp-Valle
 10/5/15 - deny Torres

1.0



801

TAXICAB DRIVER LICENSE (**NEW**) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0877	Bieda, Stanley J.	N4776 Silver Spring Ln, Plymouth
0873	Ertel, Michele L..	106 Evans Ct., Apt. C Sheboygan Falls
0876	Kokes, Peter J.	3903 Heather Valley #209
9884	Razo-Valle, Marilyn	805 Logan Ave.
0866	Ryan, Robert J.	1231 N. 6 th St.

~~VI~~

3.3

R. O. No. 147 - 15 - 16. By CITY PLAN COMMISSION. September 21, 2015.

Your Commission to whom was referred Gen. Ord. No. 18-15-16 by Alderperson Belanger amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located north of Weeden Creek Road and west of I-43; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 15, 2015, and after due consideration, recommends approval of the General Ordinance.

*Pl. over
to Oct 5th*

Director of Planning and Development

80



72



7.3

Gen. Ord. No. 18 - 15 - 16. By Alderperson Belanger. September 8, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located north of Weeden Creek Road and west of I-43.

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 establishing the Use District Classification of the following described annexed lands as Class Suburban Industrial Classification.

COMBINE PARCEL 1 AND PARCEL 2

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 88° 01' 50" W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 5, 146.96 FEET TO A POINT ON SAID SECTION LINE; THENCE N 01° 58' 10" E, 110.00 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING IS THE INTERSECTING POINT OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43" AND THE NORTH RIGHT-OF-WAY LINE OF CTH "EE";

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF CTH "EE" S 87° 01' 23" W, 628.94 FEET; THENCE S 81° 17' 50" W ALONG SAID NORTH RIGHT-OF-WAY LINE 203.26 FEET; THENCE S 01° 34' 14" W, 18.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 5; THENCE ALONG SAID SOUTH SECTION LINE N 88° 01' 50" W, 60.54 FEET TO A POINT ON A CURVE AND THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 626.01 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5619.35 FEET, AND A CHORD BEARING OF N 28° 36' 29" E, AND A CHORD LENGTH OF 625.68 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE S 58° 12' 56" E, 16.50 FEET, THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 903.21 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5602.85 FEET, AND A CHORD BEARING OF N 36° 25' 04" E, AND A CHORD LENGTH OF 902.23 FEET AND TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43"; THENCE S 01° 58' 01" E ALONG SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE "43", 1187.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 570,050 SQUARE FEET (13.087 ACRES)

*City Plan
Lies over to
Oct 5th*

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.

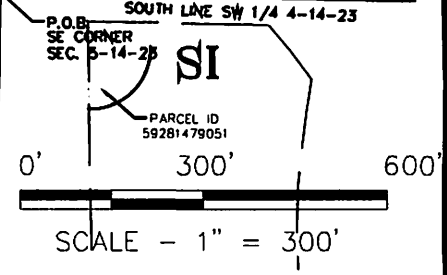
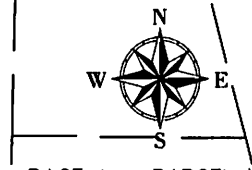
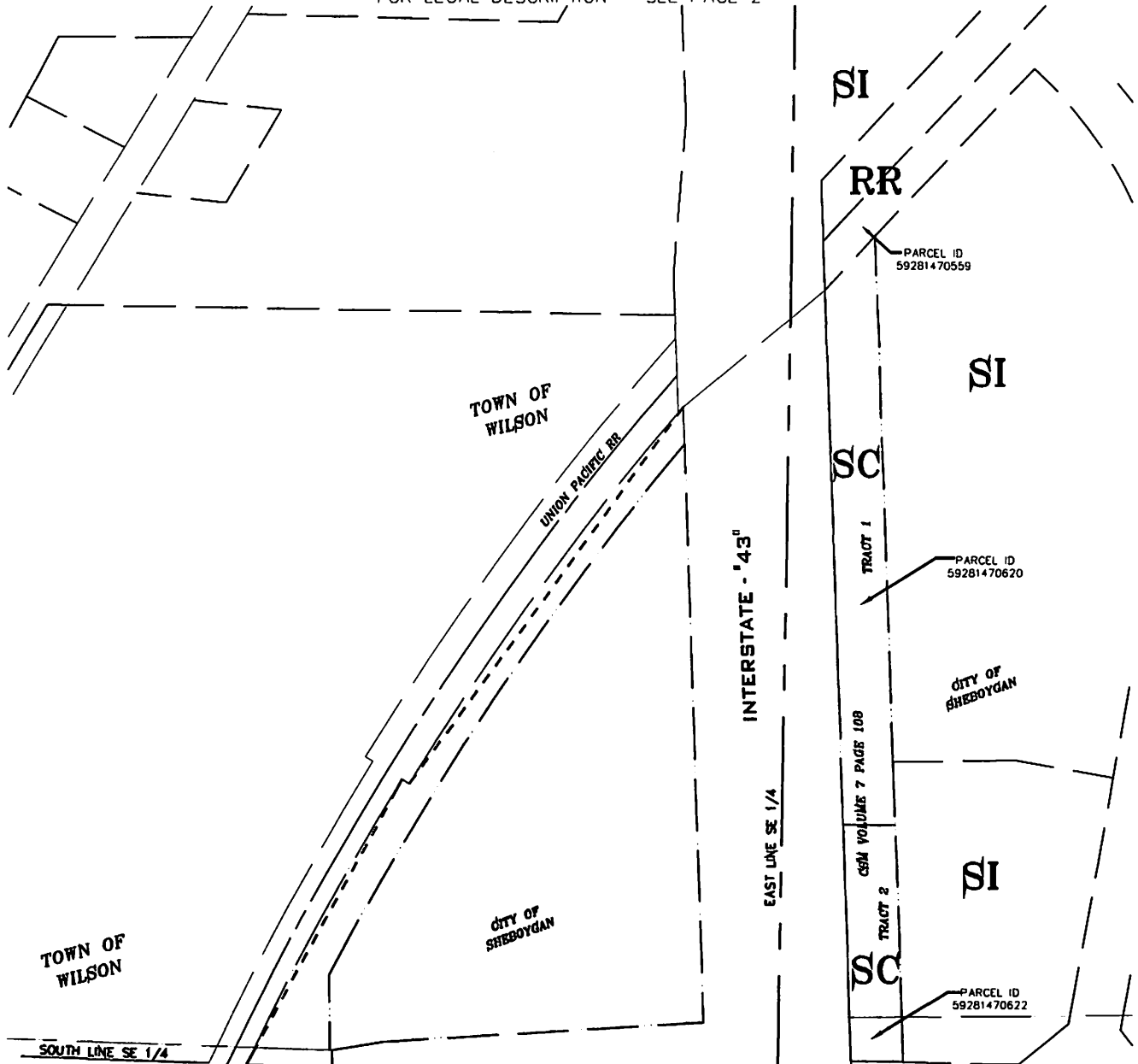
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ESTABLISHING ZONING CLASSIFICATION SUBURBAN INDUSTRIAL SECTION 5, T. 14 N., R. 23 E.

FOR LEGAL DESCRIPTION - SEE PAGE 2



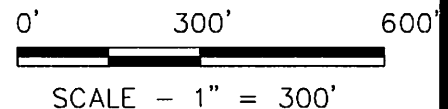
ESTABLISHING ZONING CLASSIFICATION SUBURBAN INDUSTRIAL SECTION 5, T. 14 N., R. 23 E.

FOR LOCATION MAP - SEE PAGE 2

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, T. 14 N., R. 23 E., IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 88° 01' 50" W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 5, 146.96 FEET TO A POINT ON SAID SECTION LINE; THENCE N 01° 58' 10" E, 110.00 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING IS THE INTERSECTING POINT OF THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43" AND THE NORTH RIGHT-OF-WAY LINE OF C.T.H. "EE";

THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF C.T.H. "EE" S 87° 01' 23" W, 628.94 FEET; THENCE S 81° 17' 50" W ALONG SAID NORTH RIGHT-OF-WAY LINE 203.26 FEET; THENCE S 01° 34' 14" W, 18.13 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE ALONG SAID SOUTH SECTION LINE N 88° 01' 50" W, 60.54 FEET TO A POINT ON A CURVE AND THE EAST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 626.01 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5619.35 FEET, AND A CHORD BEARING OF N 28° 36' 29" E, AND A CHORD LENGTH OF 625.68 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE S 58° 12' 56" E, 16.50 FEET, THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 903.21 FEET ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 5602.85 FEET, AND A CHORD BEARING OF N 36° 25' 04" E, AND A CHORD LENGTH OF 902.23 FEET AND TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE "43"; THENCE S 01° 58' 01" E ALONG SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE "43", 1187.88 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 570,050 SQUARE FEET (13.087 ACRES)



II

R. O. No. _____ - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

Law & Lic.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3001	Ranieri's Four of A Kind	811 Indiana Ave. - one-day event to be Held 10/25/15 to include current premise and east and west parking lots.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0922	Anttila, Sarah Lyn	811 N. 4 th St.
0925	Bonner, Juwane	1219 Huron Ave., #2
7751	Bowers, Misty D.	2309 Main Ave.
0917	Fischer, Hannah P.	1233 Lincoln Ave.
0921	Johnson, Judy M.	6945 N. 80 th St., Milwaukee
0916	Kempf, Corey D.	220 Fremont St., #251, Kiel
9781	Nemeth, Jessica N.	1036B Ontario Ave.
0920	Nienhuis, Tara A.	3424 S. 15 th St.
7604	Peloquin, Thomas J.	2719 Wedemeyer Ave.
6655	Rick, Dawn M.	1704 N. 29 th St.
0924	Ripplinger, Kasey A.	1212 N. 12 th St.
0919	Smith, Megan D.	1032A Bluff Ave.
0918	Soto Jr., Florentino	708 Carpenter St., Plymouth

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6884	Adomavich, David H.	1107 Erie Ave.
0923	Thomas, Devonte L.	812 Pennsylvania Ave., #4

18

