

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

I

Hearing No.       - 14 - 15. April 20, 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 text of the City of Sheboygan Official Zoning Ordinance in Section 15.034 Definitions so as to amend Section 15.034.

All interested persons will now be heard.

|  
closed.

I

Hearing No.       - 14 - 15. April 20, 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 text of the City of Sheboygan Official Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(8)(d).

All interested persons will now be heard.

1  
closed.

II

3.2

UPDATED COPY

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

Submitting various license applications.

*Lusaw Richards*  
City Clerk

AMUSEMENT LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3121	Dumper Dan's	676 South Pier Dr.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3124	Midwest Landscape Garden Mart	W297 S9115 State Rd 83, Mukwonago

TEMPORARY CLASS "B" BEER

<u>No.</u>	<u>Name</u>	<u>Address</u>
2261	Brennans Womens Softball	1101 Michigan Ave. - one-day event to be held 5/2/15 to include the parking lot west of Bldg.
3091	Etude	830 Virginia Ave. - one-day event to be held 5/2/14 at 1202 N. 8 <sup>th</sup> St. Paradigm Café.
3123	Superior Bar & Grill Softball	2607 Superior Ave. - one-day event to be held 5/4/15 to include parking lot north & west side of bldg.

*Consent*

**V**

R. C. No.        - 14 - 15. By PUBLIC WORKS. April 20, 2015.

Your Committee to whom was referred Com. No. 7-14-15 from Sheboygan Pops Concert Bank looking for a new location for storage of their files of their music library and multiple percussion instruments; recommends that the document be placed on file.

*Consent*

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

Committee

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

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

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

I

4.2

Com. No. 7 - 14 - 15. March 16, 2015.

Submitting a communication from Roni Anderson, Sheboygan Pops Concert Band, looking for a new location for storage of their files of their music library and multiple percussion instruments.

Presented to the Common Council by Alderperson *Ray A. Bitters*  
Bitters

*Pub. Wks.  
File*

## **Richards, Susan**

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**From:** Alderperson Bryan Bitters  
**Sent:** Thursday, March 12, 2015 8:02 AM  
**To:** Richards, Susan  
**Subject:** FW: City band need

Sue,  
Another communication. This one I'm unsure of where to direct to. That begs today's "New Guy" question - who's the authority on city-owned building space?

Bryan Bitters  
Alderperson, 6th District  
City of Sheboygan  
[Bryan.Bitters@sheboyganwi.gov](mailto:Bryan.Bitters@sheboyganwi.gov)

---

**From:** Roni Anderson [melanie\_2us@yahoo.com]  
**Sent:** Thursday, March 12, 2015 7:22 AM  
**To:** Alderperson Bryan Bitters  
**Subject:** City band need

Hi Bryan,

I'm writing as a citizen in your district, but also as a board member and president of the Sheboygan Pops Concert Band. We have been formally recognized as the city's representative musical group, and are involved in city parades and the summer-long fountain park twilight concert series. We are a not-for-profit group, focused purely on the entertainment of the citizens of Sheboygan, and goodwill ambassadors to other communities through our gift of music, a positive representation of the fine city of Sheboygan.

The last few years, however, upon restructuring within the city, have left us to fend for ourselves and look within to raise funding and exhaust resources and relationships with the members when necessary. At this time, and why I am reaching out to you, we are coming to the end of one of our internal resource with the Church facility we currently house our music and equipment in, and are in desperate need of new location for those items. It is only a small commitment, but would be a huge benefit and of great appreciation to our group. We currently house approximately 20 file cabinets of our music library, and multiple percussion instruments. Our needs are for a semi-heated, 55 degrees preferred, 250-300 square foot space. We would pay for the transportation of these items to any location you could provide, and would work around scheduling as needed to gain access as needed.

I greatly appreciate any help you can offer towards bringing this issue to the council, or using your internal contacts. We, again, strive to positively represent the city which we love, and are asking for her help to continue to do so.

Thank you in advance for your time and consideration,

Roni Anderson  
1715 Grams Court  
920-698-1477

SPCB President

**VI**

R. C. No.           - 14 - 15          . By PUBLIC PROTECTION AND SAFETY. April 20, 2015.

Your Committee to whom was referred R. O. No. 275-14-15 by the City Clerk submitting a communication from the Town of Sheboygan Town Board requesting that the City evaluate the area of the accident on Mill Road involving a vehicle existing the roadway and striking a tree resulting in loss of life and requesting that the City place a guardrail there; recommends the document be placed on file and direct that the City Engineer contact the Town of Sheboygan to discuss this matter.

*Consent*

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

Committee

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

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

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

II

5.9

R. O. No. 275- 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a communication from the Town of Sheboygan Town Board requesting that the City evaluate the area of the accident that occurred on Mill Rd. involving a vehicle exiting the roadway and striking a tree resulting in the loss of a life and requesting that the City place a guardrail there to prevent another tragedy.

PP+5

*Lusan Richards*  
\_\_\_\_\_  
City Clerk

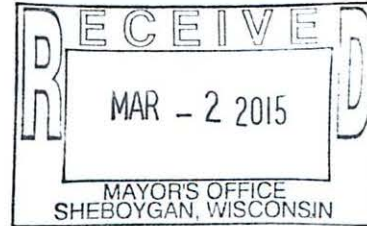


**Town of Sheboygan**  
Sanitary Districts 2 Sewer & 3 Water

**Town Hall Office**  
1512 N 40<sup>th</sup> St  
Sheboygan, WI 53081  
Phone 920-451-2320  
Fax 920-451-2323  
Hrs: Mon, Wed, Thur 7am-4pm  
Tue 7am-5pm; Fri Closed

February 24, 2015

Mayor Michael J. Vandersteen  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081



Honorable Mayor Vandersteen,

As you are probably aware, several months ago there was a fatal accident on Mill Road involving a vehicle exiting the roadway and striking a tree resulting in the loss of a life. The Town of Sheboygan Board recently met to discuss what if anything we would be able to do to avoid another such accident.

Mill Road is a road with multi-jurisdictions. After meeting with our Director of Public Works and the Town's consulting engineer, Tom Holton of AECOM, it was determined that a very dangerous situation exists on Mill Road and the jurisdiction of the incline/decline/curve are located in the City of Sheboygan rather than the Town of Sheboygan. It was felt that a guardrail would help prevent another tragedy in this area.

We are asking that you evaluate the area of the accident and determine how Mill Road could be made safer for the hundreds of vehicles that travel this road on a daily basis.

Please advise at your earliest convenience.

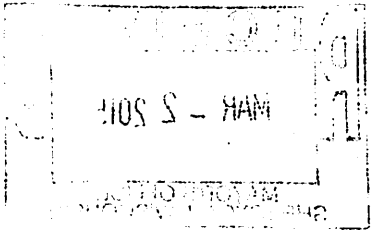
Thank you for your time and consideration.

Sincerely,

Town of Sheboygan Town Board  
Daniel W. Hein, Town Chairman  
Char Gumm, Town Supervisor  
James R. Schwinn, Town Supervisor  
John Wagner, Town Supervisor  
Dan Olson, Town Supervisor

1. [Illegible]  
2. [Illegible]  
3. [Illegible]  
4. [Illegible]  
5. [Illegible]

[Illegible]



[Illegible]

[Illegible]

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[Illegible]

[Illegible]

**VI**

R. C. No.            - 14 - 15. By PUBLIC WORKS. April 20, 2015.

Your Committee to whom was referred R. O. No. 296-14-15 by the City Clerk submitting a communication from St. Spyridon Greek Orthodox Church requesting that the City waive the permit and the fee for them to have a bouncy house at the Greekfest in Deland Park at the end of June; recommends that the document be placed on file and to deny the request.

*Consent*

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

Committee

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

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

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

II

4.4

R. O. No. 296- 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a communication from Barbara Chambers, St. Spyridon Greek Orthodox Church, requesting that the City waive the permit and fee for them to have a bouncy house at the Greekfest to be held in Deland Park at the end of June.

*Pub Wks.  
File - deny  
request*

*Susan Richards*

City Clerk

March 25, 2015

City Clerk's Office  
City Hall  
828 Center Ave., #100  
Sheboygan, WI 53081  
Attn: Linda S. Long

To Whom It May Concern:

This letter is to inform you of the upcoming festival to be hosted by St. Spyridon Greek Orthodox Church, thereby fulfilling your requirements for the necessary paperwork.

Who (Sponsor): St. Spyridon Greek Orthodox Church, 1425-27 S. 10<sup>th</sup> St., Sheboygan, WI 53081  
What: 72<sup>nd</sup> Annual Greekfest  
When: Friday, June 26, 2015 5pm - 9pm Dinner service only  
Saturday, June 27, 2015, 11am - 9pm Lunch and dinner service  
Sunday, June 28, 2015 9am Divine Liturgy  
11am - 6pm Lunch and dinner service  
Where: Deland Park  
Why: Outreach for our Orthodox faith and a huge thank you for the support of all who have supported us for the past 72 years!

Just one request: While the purpose of our festival is also to raise funds for our parish, it is, more importantly, to showcase our faith and ethnic heritage through music and food. Since we are NOT a circus or carnival in any way, and only have a bouncy house activity for the children on Saturday and Sunday to enhance the "family picnic" atmosphere, we would ask that you waive the permit and fee for this activity. St. Spyridon thanks you in advance for any consideration you can give pertaining to this matter.

If you have any comments or concerns, feel free to contact me.

Sincerely,

Barbara Chambers  
Parish Secretary  
920-254-6334  
[chambersbarbara@att.net](mailto:chambersbarbara@att.net)

# VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. April 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0699	Howell, Krista Melinn	1427 N. 10 <sup>th</sup> St. #413
*0705	Meise-Henninf, Crystal M.	918 Michigan Ave., #B
*0305	Thompson, Tamara C.	1217 Reed St., Plymouth

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

*Consent*

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

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By SALARIES AND GRIEVANCES. April 20, 2015.

Your Committee to whom was referred Res. No. 185-14-15 by Alderperson Donohue authorizing the City of Sheboygan to establish and maintain participant Traditional Roth IRA deferral features beginning May 1, 2015 under the ICMA-RC; recommends that the Resolution be passed.

*Consent*

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

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

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

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

III

Other Matters

8.3

Res. No. 185- 14 - 15. By Alderperson Donohue. April 8, 2015.

A RESOLUTION authorizing the City of Sheboygan to establish and maintain participant Traditional Roth IRA deferral features beginning May 1, 2015 under the ICMA-RC.

WHEREAS, the federal government passed the Small Business Jobs Act of 2010 which permits all sec. 457 plans, including the ICMA-RC Program, to offer participants a Traditional Roth IRA deferral feature beginning May 1, 2015; and

WHEREAS, Roth IRA participation through payroll deduction will offer employees the option to make after-tax deductions independent of before-tax deferrals offered through sec. 457 plans.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby authorizes making a Roth IRA payroll deduction option through ICMA-RC available to participating City employees effective May 1, 2015.

*Sal & Susan  
approve*

*by Lynda Newlin*  
\_\_\_\_\_

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

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

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

VIII

R. C. No.        - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred Res. No. 186-14-15 by Alderperson Hammond authorizing the appropriate City Officials to enter into agreement with the State Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

III

Other Matters

9.9

Res. No. 186 - 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into agreement with the State Department of Agriculture, Trade and Consumer Protection for provision of weights and measures inspection services.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the Memorandum of Agreement - Weights and Measures Inspection, a copy of which is attached hereto, for the State of Wisconsin Department of Agriculture, Trade and Consumer Protection to furnish inspection services and perform the duties of sealers of weights and measures for the City of Sheboygan annually commencing July 1, 2015.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Building Inspection Contracted Services Account No. 10123100-521900 in payment of same.

*Finance  
approve*

  
\_\_\_\_\_

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

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

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

## MEMORANDUM OF AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT entered into by and between the STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, hereinafter referred to as the Department, and the MUNICIPALITY OF SHEBOYGAN, hereinafter referred to as the Municipality, WITNESSETH:

Pursuant to Sec. 98.04(2), Wis. Stats., the Department agrees to furnish the services and perform the duties of sealers of weights and measures as required in Sec. 98.04(1), Wis. Stats., in the Municipality. The Department further agrees to report to the Municipality at least annually on the extent and nature of the services performed. It is understood and agreed that the Municipality shall not be required to maintain a department of weights and measures or appoint sealers of weights and measures as long as this agreement is in effect.

Pursuant to Sections 66.0301 and 98.04(2), Wis. Stats., the Municipality agrees to pay to the Department for such services fees sufficient to cover the cost of such services annually on a fiscal year basis from July 1 to June 30, and to be paid not later than May 1 of the fiscal year of this agreement. Payment for services performed by the Department for less than any contract payment period shall be prorated accordingly.

This agreement shall be self-renewing for succeeding fiscal year periods except that the sum to be paid to the Department for services rendered shall be subject to renegotiations for each succeeding contract period on basis of cost. This agreement may be terminated at the end of any fiscal year by either party by giving notice in writing to the other party at least sixty days prior to July 1. Annual fees payable to the Department shall be in the amount of \$21,200.00, except as otherwise agreed upon for succeeding contract periods.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the 1<sup>st</sup> day of July, 2015.

WISCONSIN DEPARTMENT OF  
AGRICULTURE, TRADE AND CONSUMER  
PROTECTION

By \_\_\_\_\_  
Signature Date

*for Administrator*  
Division of Trade & Consumer Protection

MUNICIPALITY OF \_\_\_\_\_

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title Telephone Number

COPY

## MEMORANDUM OF AGREEMENT WEIGHTS AND MEASURES INSPECTION

THIS AGREEMENT entered into by and between the STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, hereinafter referred to as the Department, and the MUNICIPALITY OF SHEBOYGAN, hereinafter referred to as the Municipality, WITNESSETH:

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This agreement shall be self-renewing for succeeding fiscal year periods except that the sum to be paid to the Department for services rendered shall be subject to renegotiations for each succeeding contract period on basis of cost. This agreement may be terminated at the end of any fiscal year by either party by giving notice in writing to the other party at least sixty days prior to July 1. Annual fees payable to the Department shall be in the amount of \$21,200.00, except as otherwise agreed upon for succeeding contract periods.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the 1<sup>st</sup> day of July, 2015.

WISCONSIN DEPARTMENT OF  
AGRICULTURE, TRADE AND CONSUMER  
PROTECTION

By  5/19/2015  
Signature Date

for Administrator  
Division of Trade & Consumer Protection

MUNICIPALITY OF CITY OF SHEBOYGAN

By  May 13, 2015  
Signature Date

City Clerk 920-459-3361  
Title Telephone Number



State of Wisconsin  
Governor Scott Walker

**Department of Agriculture, Trade and  
Consumer Protection**  
Ben Brancel, Secretary



**Steven L. Hailer**

Weights & Measures Petroleum Inspector

Wisconsin Department of Agriculture,  
Trade and Consumer Protection

Division of Trade and Consumer Protection  
Bureau of Weights & Measures

March 31, 2015

Cell: 414-416-0039

Fax: 608-223-7744

[Steven.Hailer@wisconsin.gov](mailto:Steven.Hailer@wisconsin.gov)

Website: [datcp.wi.gov](http://datcp.wi.gov)

2811 Agriculture Dr.

P.O. Box 8911

Madison, WI 53708-8911

SUSAN RICHARDS CLERK  
CITY OF SHEBOYGAN  
828 CENTER AVE 3<sup>RD</sup> FLOOR  
SHEBOYGAN WI 53081-4442

GOPY

Dear Ms. Richards:

The City of Sheboygan has a contract with the Department of Agriculture, Trade and Consumer Protection for weights and measures inspection services. The contract is renewable each July 1st.

State law requires that our agency charges municipalities fees *sufficient to cover the cost of services rendered*. After reviewing the changes in devices and businesses in your city, we have determined that a decrease in the number of contract days is warranted. You will be charged for 53 days, for FY16 (July 1, 2015 through June 30, 2016), at \$400 per day. Upon meeting your approval, please sign and return the enclosed contract by May 1, 2015 to:

Holly Wing  
WDATCP  
PO Box 8911  
Madison, WI 53708-8911

A completed copy of the contract will be returned to you for your records, and you will be billed for this service in April 2016.

If you have questions or comments, please call Holly Wing at 608-224-4952.

Sincerely,

Rachelle J. Miller  
Chief, Field Operations Section  
Bureau of Weights and Measures

Enclosure

RJM:hw

*Agriculture generates \$88 billion for Wisconsin*

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • [Wisconsin.gov](http://Wisconsin.gov)

An equal opportunity employer

**DOCUMENT #5253**

An agreement between City of Sheboygan and State of Wisconsin Department of Agriculture, Trade and Consumer Protection for weights and measures inspections.

Res. No. 186-14-15.

May 19, 2015.

VIII

R. C. No.           - 14 - 15          . By FINANCE. April 20, 2015.

Your Committee to whom was referred Res. No. 187-14-15 by Alderperson Hammond accepting \$23,000 in grant monies from the US Bank Foundation for playground equipment at King Park; recommends that the Resolution be passed.

*Consent*

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

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

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

III

Other Matters

9.10

Res. No. 187- 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION accepting \$23,000 in grant monies from the US Bank Foundation for playground equipment at King Park.

WHEREAS: US Bank provides grant funds to non-profit organizations for community projects and will provide up to \$24,000 to Sheboygan Neighborhood Pride (SNP) on behalf of the City to be used for the purchase of 2-5 year old playground equipment at King Park.

WHEREAS: Under an agreement, Sheboygan Neighborhood Pride will retain \$1,000 for administration costs and will reimburse the City up to \$23,000 of expenditures for the playground equipment;

WHEREAS: The City will order and install the equipment and it will be City playground equipment and insured as such.

BE IT FURTHER RESOLVED: That the City of Sheboygan accepts the grant through Sheboygan Neighborhood Pride in the amount of \$23,000 for playground equipment at King Park.

Finance  
Approve

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

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

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

**Pelishek, Chad**

---

**Subject:** FW: ok logo use

**From:** [christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com) [mailto:[christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com)]

**Sent:** Tuesday, April 07, 2015 11:56 AM

**To:** Kerlin, Joe

**Subject:** RE: ok logo use

We are good to go. Go ahead and commit. We are in for \$24,000.

---

Chris Graeber  
Branch Manager  
MK-WI-1225  
1450 South 12th Street  
Sheboygan, WI 53081  
p. 920-451-3315  
f. 920-451-3313  
[christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com)



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From: "Kerlin, Joe" <[joe.kerlin@sheboyganwi.gov](mailto:joe.kerlin@sheboyganwi.gov)>  
To: "christopher.graeber@usbank.com" <[christopher.graeber@usbank.com](mailto:christopher.graeber@usbank.com)>,  
Cc: "Pelishek, Chad" <[Chad.Pelishek@sheboyganwi.gov](mailto:Chad.Pelishek@sheboyganwi.gov)>  
Date: 03/31/2015 03:38 PM  
Subject: RE: ok logo use

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Thank you for checking on Chris. Hopefully we can be ready for the April 20 Council meeting.

Joe Kerlin  
Superintendent of Parks & Forestry  
City of Sheboygan~Dept. of Public Works  
2026 New Jersey Ave.  
p (920)-459-3459  
f (920)-459-3443  
[Joe.Kerlin@sheboyganwi.gov](mailto:Joe.Kerlin@sheboyganwi.gov)

VIII

R. C. No.           - 14 - 15          . By FINANCE. April 20, 2015.

Your Committee to whom was referred Res. No. 189-14-15 by Alderperson Hammond opposing any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive; recommends that the Resolution be passed.

*Consent*

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

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

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

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

III

Other Matters

8.7

Res. No. 189- 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION opposing any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive.

WHEREAS, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

WHEREAS, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

WHEREAS, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

WHEREAS, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

WHEREAS, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located; and

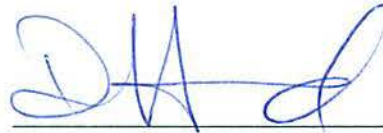
WHEREAS, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts; and

WHEREAS, in the City of Sheboygan, the loss of computer aid payment for exempt computers would mean \$172,233 less for the City's General Fund and \$43,697 less for the City's TIDs, for a total decrease in state aid payments of \$215,930; and

WHEREAS, in the City of Sheboygan, the shift to residential homeowners would be \$952,110.15 of tax levy for just the City portion of property taxes and the resulting equalized tax rate increase will be \$0.41 per \$1,000 valuation.

Finance  
approve

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.



---

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred Res. No. 190-14-15 by Alderperson Hammond revising the travel expense guidelines adopted by Res. No. 64-78-79, as revised; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

III

Other Matters

8.4

Res. No. 190 - 14 - 15. By Alderperson Hammond. April 8, 2015.

A RESOLUTION revising the travel expense guidelines adopted by Res. No. 64-78-79, as revised,

RESOLVED: That Section I is hereby amended as follows:

Section I. Hotel or Motel Expenses

A. The City will pay or reimburse employees for overnight accommodations when the training or conference is more than a single day and more than fifty (50) miles from the employee's workplace. Department heads are allowed discretion when the start or end time of the training or conference prohibits safe travel. All overnight stays must be pre-approved by the department head.

Personnel traveling at city expense are expected to live in clean comfortable accommodations at a good commercial hotel or motel at a reasonable rate for that community. Employees should ask when checking into the hotel for the government rate. Nearly all hotels have a special rate for government employees and require some type of government identification.

Finance  
Approved

  
\_\_\_\_\_

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. April 20, 2015.

Your Committee to whom was referred Res. No. 191-14-15 by Alderperson Heidemann authorizing executing the Management Services Agreement regarding Quarryview Park; recommends that the Resolution be passed.

*Consent*

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

Committee

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

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

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

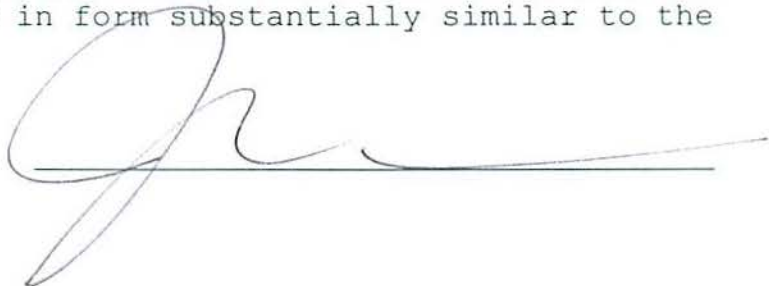
III

Res. No. 191 - 14 - 15. By Alderperson Heidemann. April 8, 2015.

A RESOLUTION authorizing the appropriate City officials to execute the Management Services Agreement regarding Quarryview Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Management Services Agreement for 2015 in form substantially similar to the attached.

*Pub Wks  
approve*



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

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

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

COPY

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into as of ~~April~~<sup>June</sup> 30, 2015, by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin ("City"), and Empire Recreation Management, LLC, a Wisconsin limited liability company ("Manager"), collectively, the "Parties."

RECITALS

WHEREAS, City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager is experienced in the operation of seasonal, water-based family entertainment centers and desires to manage and operate the quarry beachfront, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to obtain the benefits of Manager's expertise in the operation and management of seasonal, water-based family entertainment centers by turning over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I  
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations.

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach shall be 10 a.m. to 7 p.m., seven days per week from Memorial Day through Labor Day 2015.

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time.

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) All users will need to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Lifejackets and wristbands will be required for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation, retirement and welfare plans, conduct policies, workers compensation insurance and compensation. Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

## ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

### 2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from City with respect to such records and shall confer with City at all reasonable times, upon request, concerning the operations of the Quarry and the Quarryview Community Center. In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III  
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV  
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

4.3 Other Interests. City acknowledges and agrees that Manager may provide services that are the same or substantially similar to the Services provided herein to, and that Manager or its shareholders, directors, officers or employees (collectively, the "Manager Parties") may own, manage, operate or invest in, businesses related to or in the same type of activities as the Quarry, provided, however, that none of such activities or facilities are located within a twenty (20) mile radius of the Quarry. The ownership of such an interest in, or the provision of such services to, such a business by a Manager Party shall not constitute a breach of or default under this Agreement by Manager. Nothing in this Agreement shall prohibit any Manager Party from providing such services to or having such interests in, either directly or indirectly, any other real property, business or investment of any nature or description, independently or with others, provided such services or facilities are not provided or located within a twenty (20) mile radius of the Quarry.

ARTICLE V  
HOLD HARMLESS

5.1 Scope of Liability. Manager shall not be liable to City for any negligent acts or omissions in the performance of this Agreement. Rather, Manager shall be liable to City only if the act, or failure to act, of Manager constitutes any of the following:

(a) Manager's bad faith, recklessness, gross negligence, gross misconduct or willful misconduct in its management and operation of the Quarry, or arising out of any breach or claimed breach of any representation or any of its obligations pursuant to this Agreement; or

(b) A violation of criminal law, unless Manager had reasonable cause to believe that its conduct was lawful or no reasonable cause to believe that its conduct was unlawful.

5.2 Indemnification Obligations. City and Manager agree to hold each other harmless for liabilities arising out of the performance of this Agreement as follows:

(a) Manager agrees to defend, indemnify and hold harmless City and its officers, officials, managers, employees and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of Manager's bad faith, recklessness, gross negligence, gross misconduct or willful misconduct in its management and operation of the Quarry, or arising out of any breach or claimed breach of any representations or any of its obligations pursuant to this Agreement.

(b) City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith, recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of any breach of representations or any of its obligations pursuant to this Agreement.

(c) The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

ARTICLE VI  
TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the date hereof and continue in full force and effect during the 2015 summer swimming season at the Quarry ending on or about the end of the Labor Day weekend, but in no event later than September 7, 2014. This Agreement may be renewed for one successive year summer swimming season upon written agreement of the Parties, subject to such modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

(a) Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date.

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of

Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

ARTICLE VII  
MISCELLANEOUS

7.1 Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. If Notice is sent by mail as provided above, it also shall be sent on the date of mailing by facsimile transmission to the facsimile number, if any, designated by the other party in writing for receipt of such notice. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

7.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**MANAGER:**

**CITY:**

EMPIRE RECREATION  
MANAGEMENT, LLC

CITY OF SHEBOYGAN

By: 

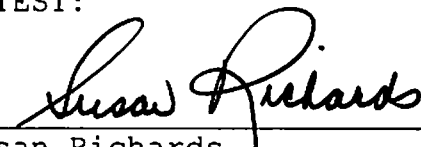
By: 

Michael J. Vandersteen  
Mayor

Date: 6/1/15

Date: 6-30-2015

**ATTEST:**

  
Susan Richards  
City Clerk

Date: 6/30/15

Agmts-Management Services Agmt-Quarry-033115

DOCUMENT #5243

OG A Management Services Agreement between City of Sheboygan and Empire Recreation Management, LLC for operating Quarryview Park.

Res. No. 191-14-15.

June 30, 2015.



tabbles' EXHIBIT A



243

Management Services  
between City of  
Empire Recreation  
LLC for operating  
yview Park.

Res. No. 191-14-15.

June 30, 2015.

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. April 20, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 297-14-15 by the Purchasing Agent submitting a cost breakdown for Professional Consulting Services related to the development of an Urban Forestry plan and planting site inventory; recommends that the document be approved; and
2. Res. No. 192-14-15 by Alderperson Heidemann authorizing entering into contract for Professional Services related to Urban Forestry Planning for the City of Sheboygan;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

*Consent*

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

Committee

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

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

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

III

Other Matters

9.4

Res. No. 192- 14 - 15 . By Alderperson Heidemann. April 8, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for Professional Services related to Urban Forestry Planning for the City of Sheboygan.

WHEREAS: The Department of Public Works has been awarded a Grant from the State of Wisconsin related to development of a plan for continued forestation in the City of Sheboygan as well as curbing the impact of the Emerald Ash Borer on the city's current tree inventory and;

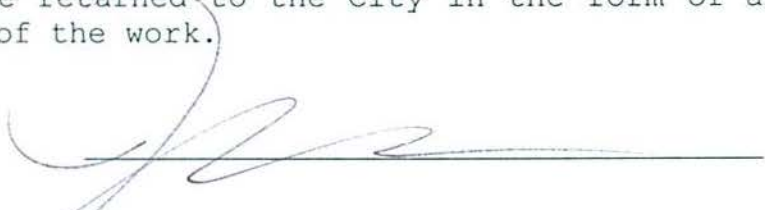
WHEREAS: The project is two-fold with the first step being the development of an actual forestry management plan and secondly, the development of a planting site inventory and tree planting plan for the foreseeable future.

WHEREAS: The City issued a RFP and receive and two proposals. After a thorough analysis, it was determined that the lower cost proposal submitted by Bluestem Forestry Consultants of Drummond WI satisfied all of the requirements:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Bluestem Forestry Consultants Inc. of Drummond, WI in the amount of \$27,750.00 in total in accordance with the Report of Officers attached:

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account #10153000-521900 Contracted Services in payment of same of which 50% will be returned to the City in the form of a matching grant following completion of the work.

*Pub Wks. approve*



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

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

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

II

Other Matters

9.1

R. O. No. 297 - 14 - 15. By PURCHASING AGENT. April 8, 2015

Submitting a cost breakdown For Professional Consulting Services related to the development of an Urban Forestry plan and planting Site Inventory as well as planning related to the prevention of widespread damage due to the onslaught of the Emerald Ash Borer in the City of Sheboygan.

**Urban Forestry Management Development Plan**

Bluestem Forestry Consulting, Drummond WI .....\$ 5,000.00

Wachtel Tree Science and Service Inc., Merton WI.....\$ 8,300.00

**Planting Site Inventory and Planning project.**

Bluestem Forestry Consulting, Drummond WI .....\$ 22,750.00

Wachtel Tree Science and Service Inc., Merton WI.....\$ 26,000.00

The City of Sheboygan has been awarded a fifty-percent (50%) matching grant from the State of WI for total costs of \$ 27,750.00

**Total Local Match (net City expenditure)                   \$ 13,875.00**

*Submits.  
approve*

Respectfully submitted,

Bernard R. Rammer

II

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

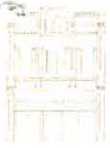
Submitting a communication from Gottsacker Real Estate Services, Inc., requesting encroachments for a proposed exhaust hood and existing canopy at 1217 N. 8<sup>th</sup> St. (located on the alley that lies between St. Clair Ave. and Michigan Ave.).

*City Plan*

*Lisa Richards*

---

City Clerk



# GOTTSACKER

REAL ESTATE SERVICES, INC.

APR 7 '15 PM 3:53

April 7, 2015

Re: Application for an Encroachment.

To the Common Council of the City of Sheboygan,

Dear Council Members,

It has come to my attention that the new restaurant located at 1217 N. 8<sup>th</sup> St. is intending to install a new kitchen hood that will need to be vented to the outside.

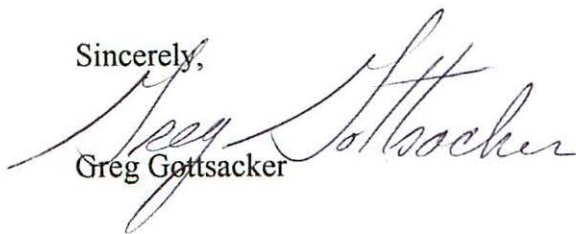
As you may know, this property is located on the alley that lies between St. Clair Avenue and Michigan Avenue.

The Building Inspector informed me today that we would need to apply for an encroachment on the City's property. It was also brought to my attention that there is an existing canopy over an ally entrance doorway that enters the building which may not have an approved City encroachment (see attached photo).

At this time, I would like to request the City's approval for the encroachment of the proposed exhaust hood and the existing canopy for this property.

Your consideration is greatly appreciated.

Sincerely,



Greg Gottsacker

SALES • INVESTMENT • DEVELOPMENT



II

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

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

*Finance of  
the new Council*

*Susan Richards*

City Clerk

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

Plaintiff

AMENDED SUMMONS  
Case No. 15 CV 142

Vs.

Case Code No. 30404

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

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

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

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

Defendant

AMENDED SUMMONS

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

*Served  
The City of Sheboygan  
Wisconsin Dept. of  
City Development  
by Justice Jarnet  
on 4-15-15  
at 2:30p  
J. Jarnet  
D. Wellman  
(Com. Sec. Sec.)*

THE STATE OF WISCONSIN

To each person named above as Defendant:

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

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

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

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

And to plaintiff's attorneys, whose address is:

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

You may have an attorney help or represent you.

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

Dated: March 31, 2015



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

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

Plaintiff

AMENDED COMPLAINT  
Case No. 15 CV 142

Vs.

Case Code No. 30404

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

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

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

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

Defendant

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

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

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

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

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

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

TAX KEY NO: 59281701770

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

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

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

WHEREFORE, Plaintiff demands judgment:

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

DATE: March 31, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

By: 

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

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

REDACTED

# NOTE

JUNE 22, 2009

SHEBOYGAN

WISCONSIN

[Date]

[City]

[State]

2022 N 8TH ST, SHEBOYGAN, WI 53081

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ \*\*\*\*\*61,300.00 (this amount is called "Principal"); plus interest, to the order of the Lender. The Lender is WELLS FARGO BANK, N.A.

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

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

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.125 %.

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

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

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payment on the FIRST day of each month beginning on AUGUST 01, 2009

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on JULY 01, 2039, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701 or at a different place if required by the Note Holder.

### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \*\*\*\*\*333.77

## 4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my

WISCONSIN FIXED RATE NOTE - Single Family  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP  
NMFL 3214 (WICN) Rev 3/2009

Walters Kluwer Financial Services  
Form 3250 1/01

Initials: GS

VMP5NIW1 (0803).01  
Page 1 of 3

REDACTED

Exhibit A

Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

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

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

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

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

##### (B) Default

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

##### (C) Notice of Default

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

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

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

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

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

#### 7. GIVING OF NOTICES

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

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

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

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

#### 9. WAIVERS

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

10. **UNIFORM SECURED NOTE**

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

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

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

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

*Gayle S Sebold* (Seal) \_\_\_\_\_ (Seal)  
 GAYLE S SEBALD -Borrower -Borrower

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

WITHOUT RECEIPT  
 TO THE ORDER OF  
 WELLS FARGO BANK, N.A.  
 BY \_\_\_\_\_  
 Cashier

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

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

[Sign Original Only]

WITHOUT RECOURSE  
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY *Jean M. Mills*  
Jean M. Mills, Vice President

# MORTGAGE

1881562

SHEBOYGAN COUNTY, WI  
RECORDED ON  
06/26/2009 03:23PM

DOCUMENT NUMBER

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

NAME & RETURN ADDRESS  
WFHM FINAL DOCS X2599-024

RECORDING FEE: 45.00  
TRANSFER FEE:  
EXEMPTION #

405 SW 5TH STREET  
DES MOINES, IA 50309-4600

STAFF ID 3  
TRANS # 134775  
# OF PAGES: 18

PARCEL IDENTIFIER NUMBER

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JUNE 22, 2009 together with all Riders to this document.
- (B) "Borrower" is GAYLE S SEBALD, A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.

- (C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a NATIONAL ASSOCIATION organized and existing under the laws of THE UNITED STATES

REDACTED

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3050 1/01

Wolters Kluwer Financial Services

VMP® -6(WI) (0811)

Page 1 of 15

Initials: 

NMFL# 3150 (WICM) Rev. 1/2009

REDACTED

Lender's address is P.O. BOX 11701, NEWARK, NJ 071014701

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JUNE 22, 2009

The Note states that Borrower owes Lender SIXTY ONE THOUSAND THREE HUNDRED AND 00/100 Dollars

(U.S. \$ \*\*\*\*\*61,300.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2039

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

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the COUNTY of SHEBOYGAN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

GS

~~SEE ATTACHED LEGAL DESCRIPTION~~

Lot Twelve (12), Block Three (3), Assessment Subdivision Number Ten (10), in the City of Sheboygan, according to the recorded plat thereof.

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NJ 071014701

which currently has the address of 2022 N 8TH ST

SHEBOYGAN

[City], Wisconsin 53081

[Street]

[Zip Code]

("Property Address"):

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

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Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

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

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

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

**24. Accelerated Redemption Periods.** If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

*gs*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_ Gayle S Sebold (Seal)  
GAYLE S SEBALD -Borrower

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

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

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

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

STATE OF WISCONSIN,

Sheboygan

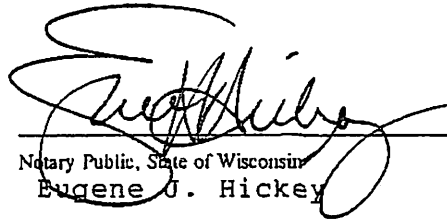
County ss:

The foregoing instrument was acknowledged before me this  
by GAYLE S SEBALD, a single person

June 22, 2009

My Commission Expires:

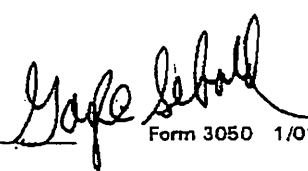
April 8, 2012

  
Notary Public, State of Wisconsin  
Eugene J. Hickey



This instrument was prepared by  
WELLS FARGO BANK, N.A.

3003 W COLLEGE AVE,, APPLETON, WI  
549140000  
JAN FINLEY



**1-4 FAMILY RIDER**  
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 22ND day of JUNE, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to WELLS FARGO BANK, N.A.

(the

"Lender") of the same date and covering the Property described in the Security Instrument and located at: 2022 N 8TH ST, SHEBOYGAN, WI 53081

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

REDACTED

MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3170 1/01

NMFL 3170 (14FR) Rev 2/2009  
Wolters Kluwer Financial Services  
VMP® -57R (0811)  
Page 1 of 3

Initials: CS

REDACTED

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

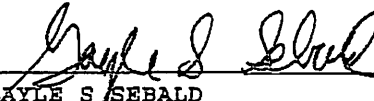
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
GAYLE S SEBALD (Seal)  
-Borrower

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

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

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(Seal)  
-Borrower

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(Seal)  
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(Seal)  
-Borrower

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(Seal)  
-Borrower

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

II

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

Submitting a communication from Scott Prescher, Charcoal Inn South, requesting to extend his one hour parking in front of Charcoal Inn South by 2 stalls to the south.

PP & S

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

City of Sheboygan  
City Clerk  
828 Center Ave.  
Sheboygan, WI 53081

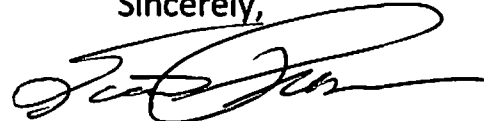
APR 9 2015  
April 2, 2015

This letter is to formally request to extend my 1 hour parking in front of Charcoal Inn South. I would request to extend it south by 2 stalls. This would greatly improve traffic flow, without affecting my neighbor.

Enclosed you will find a letter from this property owner to the south. She states that she would be in favor of this proposed change.

Thank you for your consideration. Please let me know when this matter can be addressed.

Sincerely,



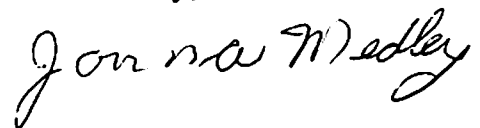
Scott Prescher  
Charcoal Inn South  
1313 S. 8<sup>th</sup> Street  
Sheboygan, WI 53081

March 20, 2015

To whom it may concern,

I Jonna L. Medley own the property at 1317 S. 8<sup>th</sup> Street. I am directly south of the Charcoal Inn restaurant. I would like to inform the committee that I would be in favor of extending the 1 hour parking to include the area in front of my residence. This would not create any parking concerns for myself. Scott has been a good neighbor. I would hope that this issue could be resolved. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jonna Medley". The signature is written in black ink and is positioned above the printed name.

Jonna Medley

II

R. O. No. \_\_\_\_\_ - 14 - 15. By PURCHASING AGENT. April 20, 2015.

Submitting a Tabulation of Bids # 1734-15 for the purchase of two 4WD One ton trucks with Stainless Steel Dump Body(s) and Plow(s).

Dealer	Make/Model	Bid Cost/unit Base Bid	Body Manuf	Plow Manuf	With Optional Stainless Body	Lead time	
Sheb. Chevrolet	Chev Silverado	40,841.50	Monroe MTE-ZEE	Boss 9'	\$ 42,724.50 Monroe SS Body	120-150 days est.	
Ewald Chev.	Chev Silverado	\$ 40,832.50	Olson-Rugby Eliminator	Western 9'	\$ 43,339.50 Olson Rugby SS	120-150 days est	
Ewald Chev.	Chevy Silverado	\$42,216.50	Northland- Parkhurst PDD096 Body	Western 9'	\$42,691.50 Henderson Mark III SS Body	120-150 days est	
Ewald Chev.	Chevy Silverado	43,563.50	Caspers-Henderson Mark III	Western 9'	\$ 44,395.50 Henderson Mark iii SS	120-150 days	
Ewald Chev	Chev. Silverado	41,740.50	Monroe MTE-ZEE	Boss 9'	\$43,623.50 MTE SS Body	120-150 days est	
Ewald Ford	Ford F-350 Super Duty	43,038.50	Olson-Rugby Eliminator	Western 9'	45,545.50 Olson Rugby SS	150 to 200 days	
Ewald Ford	Ford F-350 Super Duty	44,422.50	Northland- Parkhurst PDD 096 Body	Western 9'	44897.50 Northland Parkhurst SS	150-200 days	
Ewald Ford	Ford F-350 Super Duty	43,685.50	Monroe MTE-ZEE	Boss 9'	45568.50 MONROE MTE SS	150-200 days	
Ewald Ford	Ford F-350 Super duty	45,769.50	Caspers-Henderson Mark III	Western 9'	46,601.50 Henderson Mark III SS	150-200 days	

The bid by Ewald Chevrolet with the Stainless Steel Body option is the low bid, has been found to meet all of the specifications and is recommended for award.

*Pub Wks.  
New Council*

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

# III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Hammond. April 20, 2015.

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$3,122,030 WATER UTILITY REVENUE BONDS, SERIES 2015, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility (the "System" as hereinafter more fully defined) which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. 262-03-04 adopted by the Common Council of the Municipality (the "Governing Body") on February 16, 2004 (the "2004 Resolution"), the Municipality issued its Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "2004 Bonds"), which 2004 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. 100-05-06 adopted by the Governing Body on August 15, 2005 (the "2005 Resolution"), the Municipality issued its Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds"), which 2005 Bonds are payable from the income and revenues of the System on a parity with the 2004 Bonds; and

WHEREAS, pursuant to the 2005 Resolution and Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007 (the "2007 Resolution"), the Municipality issued its Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds"), which 2007 Bonds are payable from the income and revenues of the System on a parity with the 2004 Bonds and 2005 Bonds; and

WHEREAS, pursuant to the 2005 Resolution and Resolution No. 167-12-13 adopted by the Governing Body on April 3, 2013 (the "2013 Resolution"), the Municipality issued its Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds"), which 2013 Bonds are payable from the income and revenues of the System on a parity with the 2004 Bonds, 2005 Bonds and 2007 Bonds; and

WHEREAS, the 2004 Bonds, the 2005 Bonds, the 2007 Bonds and the 2013 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2004 Resolution, the 2005 Resolution, the 2007 Resolution and the 2013 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the

*Consent*

construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4901-04 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2014-0364 and dated June 23, 2014 and No. W-2014-0407 and dated September 25, 2014 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the \$3,122,030 Water Utility Revenue Bonds, Series 2015, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including

salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Water Utility Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means 2004 Bonds, 2005 Bonds, 2007 Bonds and 2013 Bonds, collectively;

(p) "Prior Resolutions" means the 2004 Resolution, 2005 Resolution, 2007 Resolution and 2013 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire water system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the extraction, collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2004 Bonds" means the Water System Revenue Bonds, Series 2004, dated March 10, 2004;

(u) "2004 Resolution" means Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004;

(v) "2005 Bonds" means the Water Utility Revenue Bonds, Series 2005, dated September 1, 2005;

(w) "2005 Resolution" means Resolution No. 100-05-06 adopted by the Governing Body of the Municipality on August 15, 2005;

(x) "2007 Bonds" means the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007;

(y) "2007 Resolution" means Resolution No. 289-06-07 adopted by the Governing Body of the Municipality on April 4, 2007;

(z) "2013 Bonds" means the Water Utility Revenue Bonds, Series 2013, dated May 1, 2013; and

(aa) "2013 Resolution" means Resolution No. 167-12-13 adopted by the Governing Body of the Municipality on April 3, 2013.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$3,122,030; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2015" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.650% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2015 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond

who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created or continued by the Prior Resolutions and are hereby further continued and shall be used solely for the following respective purposes:

- (a) Water Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Water Utility Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and "Reserve Account". The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account shall be used only for the purpose of paying the principal of or interest on the 2005 Bonds, 2007 Bonds and 2013 Bonds and any future Parity Bonds secured thereby at any time when there shall be insufficient money in the Interest and

Principal Account. The 2004 Bonds and the Bonds are not secured by the Reserve Account and amounts on the deposit in the Reserve Account shall under no circumstances be used to pay principal or interest on the 2004 Bonds or Bonds.

- (d) Water Utility Depreciation Fund (the "Depreciation Fund"), which shall be used primarily to make good any depreciation in the System, to repairs, replacements, new construction, extensions or additions to the System, and, any amount on deposit in the Depreciation Fund not required during the current Fiscal Year may be transferred to the Surplus Fund and used as provided in Section 6(e) hereof but which also may be used for the payment of principal of and interest on the Prior Bonds, Bonds and any Parity Bonds at any time when there shall be insufficient money in the Special Redemption Fund and to remedy any deficiency in the Special Redemption Fund; and
- (e) Water Utility Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to

available amounts in said Fund from accrued interest, any premium or any other source);

- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, the amount (if any) required by the Prior Resolutions or future resolutions authorizing the issuance of Parity Bonds secured thereby;
- (d) to the Depreciation Fund, an amount determined from time to time by the Governing Body to provide a proper and adequate depreciation account for the System; any money on deposit in the Depreciation Fund, and not required during the current Fiscal Year for the purposes of said fund, may be transferred to the Surplus Fund; and,
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created

(except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(lm), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in quarterly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity

Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$3,122,030 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality

are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any,

provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the

Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Dated \_\_\_\_\_, 2015. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_, 2015. \_\_\_\_\_, Mayor

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED  
NO. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
SHEBOYGAN COUNTY  
CITY OF SHEBOYGAN

REGISTERED  
\$ \_\_\_\_\_

WATER UTILITY REVENUE BOND, SERIES 2015

Final  
Maturity Date

May 1, 2035

Date of  
Original Issue

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

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2016 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.650% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2015.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2016 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 650/1000ths percent (1.650%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted April 20, 2015, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$3,122,030 Water Utility Revenue Bonds, Series 2015, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Water System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Water System Revenue Bonds, Series 2004, dated March 10, 2004, Water Utility Revenue Bonds, Series 2005, dated September 1, 2005, Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 and Water Utility Revenue Bonds, Series 2013, dated May 1, 2013, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF SHEBOYGAN,  
WISCONSIN

(SEAL)

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

By: \_\_\_\_\_  
Susan Richards  
City Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

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(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

---

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

---

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

**NOTICE:** The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

---

SCHEDULE A

\$3,122,030

CITY OF SHEBOYGAN, WISCONSIN  
WATER UTILITY REVENUE BONDS, SERIES 2015

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2016	\$133,031.64
May 1, 2017	135,226.66
May 1, 2018	137,457.90
May 1, 2019	139,725.95
May 1, 2020	142,031.43
May 1, 2021	144,374.95
May 1, 2022	146,757.14
May 1, 2023	149,178.63
May 1, 2024	151,640.08
May 1, 2025	154,142.14
May 1, 2026	156,685.48
May 1, 2027	159,270.79
May 1, 2028	161,898.76
May 1, 2029	164,570.09
May 1, 2030	167,285.50
May 1, 2031	170,045.71
May 1, 2032	172,851.46
May 1, 2033	175,703.51
May 1, 2034	178,602.62
May 1, 2035	181,549.56

# III

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Heidemann. April 20, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) One-ton 4WD Trucks equipped with dump bodies and snowplows for the Department of Public Works.

WHEREAS: The Motor Vehicle Department is in need of replacing two one ton 4WD trucks equipped with dump bodies and snow plows, and:

WHEREAS: The Purchasing Agent solicited bids for the vehicles and has determined that the low bid meets or exceeds the City's requirements:

WHEREAS: An alternate was requested to upgrade the dump bodies from plain painted steel to Stainless Steel and the Department has determined that the benefits of Stainless steel over the life of the vehicle far exceed the relatively low additional cost.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract for the purchase of 2015 4WD Pickup truck including Stainless Steel Dump Bodies, Snowplows and license and title fees in the amount of \$42,691.50 each for a total of \$85,383.00 from Ewald Chevrolet Buick in Oconomowoc WI;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from 70136100-641100 Motor Vehicle Fund in payment thereof.

*Pub Works.  
new 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

**III**

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Heidemann. April 20, 2015.

A RESOLUTION authorizing advertising for bids for the resurfacing of N. 8<sup>th</sup> Street from Superior Avenue to North Avenue.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of N. 8<sup>th</sup> Street from Superior Avenue to North Avenue according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

*Pub. Wks.  
of the new  
Council*

\_\_\_\_\_

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

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

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

**VI**

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. April 8, 2015.

Your Committee to whom was referred R. O. No. 244-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that Taxicab Driver's License #0680 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his 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

II

9.1

R. O. No. 244- 14 - 15. By CITY CLERK. February 16, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

*Loch*

*Lisa Richards*  
City Clerk

CHANGE OF PREMISE

No. Name

Address

1420 VFW Post #9156

552 S. Evans St. - one-day event to be Held 3/14/15 to include current premise and the north, east & south side of building.

2943 Superior Bar & Grill

2607 Superior Ave. - one-day event to be held 3/8/15 to include current premise and north parking lot and west of the building.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

No. Name

Address

3111 Glas - The Green Coffeehouse 924 N. 14<sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No. Name

Address

0675 Bauer, Kristin H.	1023 Happy Lane #3, Sheb. Falls
0679 Bischoff, Shaughn O.	2316 S. 17 <sup>th</sup> St.
0682 Bosman, Alyne M.	W3847 County Rd N., Sheb. Falls
0683 Brown, Amanda R.	1328 S. 9 <sup>th</sup> St.
8116 Erdmann, Kathy M.	1623 Alabama Ave.
0684 Gonzalez, Mary Elizabeth	634 Huron Ave.
3439 Gotchy, Mary B.	1250 Columbus Ave.
6900 Klempke, Ashlee M.	1530 N. 3 <sup>rd</sup> St.
0681 Mesun, Nicole M.	2509 Henry St.
0673 Reichardt, Jamie L.	2031 Cooper Ave.
0674 Sheldon, Robin C.	2225 Wedemeyer St.

*3/2/15 - grant all lic except hold Gonzalez, Ramirez, Perez, Veloz, Ramirez*  
*3/16/15 - grant Perez, Gonzalez - hold Ramirez, Gonzalez - hold Ramirez*  
*4/8/15 - deny Ramirez*

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0677	Perez-Velo, Erik Francisco	1623 Saemann Ave.
0680	Ramirez Jr., Victor Hugo	1120 S. 10 <sup>th</sup> St.

VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. April 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that Taxicab Driver's License #0693 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator as well as his oral withdrawal of his application.

reg

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

Committee

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

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

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

**VII**

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. April 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that Taxicab Driver's License #0706 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, as well as her oral withdrawal of her application.

*reg*

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

Committee

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred Res. No. 188-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2015 Budget (establish revenue and appropriation for grant from the US Bank Foundation for playground equipment at King Park); recommends that the Resolution be passed.

reg

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

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

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

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

III

Other Matters

9.11

Res. No. 188 - 14 - 15. By Alderperson Hammond. April 8, 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 estimated revenue and appropriation for grant from the US Bank Foundation for playground equipment at King Park:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Park Department Contribution 10153000-467101	General Fund Park Department Playground Equipment 10153000-631100	\$23,000



*Finance  
approve*

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

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

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

VI

R. C. No. \_\_\_\_\_ - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred R. O. No. 286-14-15 by the City Clerk submitting a claim from Donna Modiz for alleged damages to her basement when the sewer overflowed; recommends that the document be referred to Finance of the new Common Council.

*Finance of  
new Council*

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

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

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

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

III

4.3

R. O. No. 286 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a claim from Donna Modiz for alleged damages to her basement when the sewer overflowed.

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

*Finance  
new*

DATE RECEIVED 3-25-15

RECEIVED BY MD

CLAIM NO. 32-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: DONNA MODIZ
2. Home address of Claimant: 1119 FLORIDA AVE. - SHEBOYGAN, WI 53081
3. Home phone number: 920-452-1119
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 2-24-15 TUESDAY OR <sup>EARLY</sup> WEDNESDAY

6. Where did damage or injury occur? (give full description) SEWER IN MY BASEMENT OVERFLOWED

7. How did damage or injury occur? (give full description) CITY SEWER ON WASHINGTON AVE. AND 11<sup>TH</sup> PLACE BECAME BLOCKED AND CAUSED DAMAGE TO MY BASEMENT.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: NA

(b) Claimant's statement of the basis of such liability: NA

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: NA

(b) Claimant's statement of basis for such liability: NA

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

NO INJURIES - 9X12 AREA RUG

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

NA

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

Auto: \$ \_\_\_\_\_

Property: \$ 1727.94

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

Other: (Specify below) \$ 505.82

Plumber **TOTAL** \$ 2233.76

Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

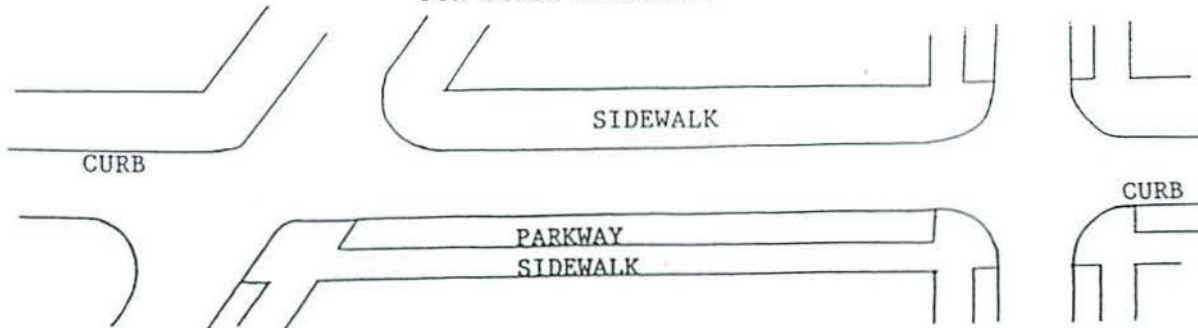
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Donna Modis

Date:

3-25-15

DATE RECEIVED 3-25-15

RECEIVED BY MD

CLAIM NO. 32-14

CLAIM

Claimant's Name: DONNA MODIZ

Auto \$ \_\_\_\_\_

Claimant's Address: 1119 FLORIDA AVENUE  
SHEBOYGAN, WI 53081

Property \$ 1727.94

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

Claimant's Phone No. 920-452-1119

Other (Specify below) \$ 505.82

Plumber  
TOTAL \$ 2233.76

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

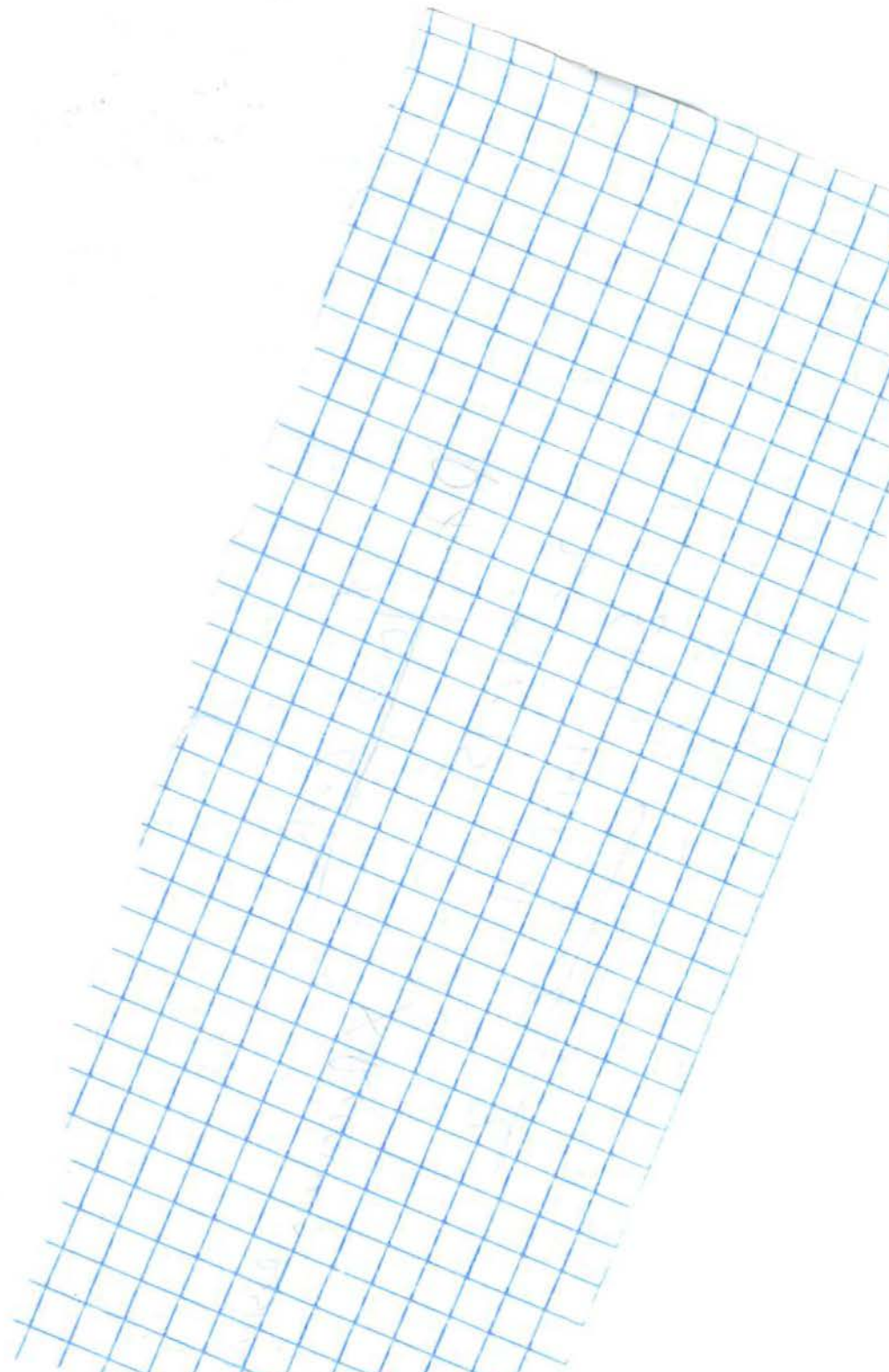
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2233.76

SIGNED: Donna Modiz

DATE: 3-25-15

ADDRESS: 1119 Florida Ave.  
Sheboygan, WI 53081





# RECOVERON

www.recoveron

2045 Bellevue Street, Green Bay, WI 54311

800-884-0588

Tel: 920-469-FIRE

Fax: 920-469-3466

## Price List

*(Please note this is not an all inclusive list.)*

### Non-Emergency Service Rates:

Estimate will be generated based on agreed upon scope of work.

### Emergency Services:

Emergency Service Call .....	\$130
Emergency Service Call, After Business Hours .....	\$195

### Materials:

Board up, windows and doors, during business hours .....	\$1.65 per SF
Board up, windows and doors, after business hours .....	\$2.15 per SF
Board up, roof penetrations, during business hours .....	\$1.80 per SF
Board up, roof penetrations, after business hours .....	\$2.35 per SF
Tarping .....	\$.45 per SF
Anti-Microbial .....	\$75 min. charge or \$ .21 per square foot

### Equipment & Materials:

Air Mover (each) .....	\$30 per day
Gale Force Fans (each) .....	\$36 per day
Dehumidifiers (each):	
Large - 15 gallon .....	\$74 per day
Extra Large - 30 gallon .....	\$115 per day
Vapor Tek (each) .....	\$55 per day
Generator (each) .....	\$78 per day
PPE .....	\$25 per person per day
Truck Mount .....	\$175.00 min. charge
Equipment setup, monitoring, manipulation and take down .....	\$46 per hour
After Business Hours, Weekends, Emergency .....	\$69 per hour
Ozone/Thermal Fog .....	\$ 300.00 min. charge
Hydroxyl Generator, 2 optics .....	\$300 per day
Hydroxyl Generator, 3 optics .....	\$600 per day

**PRIME CONTRACTOR\* NOTICE OF INTENTION TO  
FILE CLAIM FOR LIEN**

§ 779.06(2), Wis. Stats.

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

One copy of this Notice is being given  
to the Owner by (check one):

Registered Mail-Return Receipt Requested

OR

Hand delivery

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

The undersigned Prime Contractor, having contract directly with you, provided materials  
and/or labor for:

\_\_\_\_\_  
(Description of work performed)

to improve your property located at:

\_\_\_\_\_  
(street address or legal description of improved property)

and, as of the date of this Notice, is owed the sum of \$ \_\_\_\_\_  
(balance due)

If payment in full is not received within thirty (30) days from the date of this Notice the  
Prime Contractor intends to file a Claim for Lien on your property.

**PRIME CONTRACTOR NAME:**

Recoveron, Inc.

By: \_\_\_\_\_  
(Signature)

Authorized Agent's Name: ANDY KATE  
(Print name of person signing above)

Title: PRESIDENT

Address: 2045 Bellevue Street

Green Bay, WI 54311

Telephone Number: (920) 469-3473

\* A Prime Contractor is anyone who provides labor and/or materials for construction under a contract with  
the Owner of the property being improved. See § 779.01(2)(d), Wis. Stats

## **ATTENTION HOMEOWNER**

**Based on our standard procedures, enclosed please find a Notice of Intent to File Lien. This construction lien notice merely extends the lien rights of Recoveron beyond the six month period. This does not constitute the filing of a lien on your property. We would only exercise our lien rights if your account were to become unreasonably past due. This notice is to inform you that you are financially responsible for payment to Recoveron for the work performed. This may or may not include obtaining mortgage company endorsements on insurance claim checks.**

**If you have any questions regarding this notice you may call our office.**

REPORT OF THE BOARD OF DIRECTORS

The Board of Directors has the honor to acknowledge the receipt of your letter of the 15th inst. in relation to the above captioned matter. The Board has considered the same and has determined that the same should be referred to the appropriate committee for their consideration and report.

Very truly yours,  
[Signature]



# RECOVERON, INC.

www.recoveron.com

2045 Bellevue St. Green Bay, WI 54311

(800) 884-0588 Tel: (920) 469-3473 Fax: (920) 469-3466

EIN: 39-1839374

**Bill To:**

PAT ROWE  
1119 FLORIDA AVE  
SHEBOYGAN WI 53081

**Job Site:**

*Paid 3/19/15  
Mary Ballala*

## Invoice

Invoice Date	Terms	Due Date	Job Mgr	Invoice #	Claim#
3/3/2015	Due on receipt	3/3/2015	EJH	20982	
Qty	Description		Rate	Amount	
	MITIGATION PER ESTIMATE		1,727.94	1,727.94	
	LESS DEDUCTIBLE PAID		-1,000.00	-1,000.00	

Please visit our website to learn about the many different services offered by Recoveron, Inc.



**WATER**



**FIRE**



**MOLD**



**INDUSTRIAL**



**FACILITIES**

Subtotal **\$727.94**

Sales Tax (5.5%) **\$0.00**

Payments/Credits **\$0.00**

**Balance Due \$727.94**

www.recoveron.com



A Finance Charge of 1.5% per month will be applied to all past due invoices



## Recoveron

---

2045 Bellevue Street  
Green Bay, WI 54311  
Phone: (800) 884-0588  
Fax: (920) 469-3466  
Fed ID # 39-1839374

Client: Pat Rowe  
Property: 1119 Florida Ave  
Sheboygan, WI 53081

Home: (920) 452-1119

Operator: MJOHNSTO

Estimator: Eric Herzfeldt

Business: (920) 371-2118  
E-mail: eherzfeldt@recoveron.com

Reference:  
Company: Recoveron  
Business: 2045 Bellevue Street  
Green Bay, WI 54311

Business: (920) 469-3473

Type of Estimate: Sewage

Date Entered: 3/3/2015

Date Assigned:

Price List: WIAP8X\_FEB2014

Labor Efficiency: Restoration/Service/Remodel

Estimate: ROWE\_PAT

**Sewage clean up only. Recommend that anything porous that was touched by sewage is removed. Estimate for extracting water, cleaning floors, antimicrobial and cleaning bottom of contents.**



# Recoveron

2045 Bellevue Street  
 Green Bay, WI 54311  
 Phone: (800) 884-0588  
 Fax: (920) 469-3466  
 Fed ID # 39-1839374

## ROWE\_PAT Main Level



### Recreation Room

Height: 8'

786.44 SF Walls	471.33 SF Ceiling
1,257.78 SF Walls & Ceiling	471.33 SF Floor
52.37 SY Flooring	97.00 LF Floor Perimeter
104.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

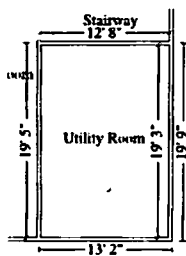
7' 10" X 6' 8"

Opens into LAUNDRY\_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. Water extraction from hard surface floor - Cat 3 water	471.33 SF	0.00	0.70	0.00	329.93
7. Apply anti-microbial agent	471.33 SF	0.00	0.18	0.71	85.55
8. Clean floor - Heavy	471.33 SF	0.00	0.36	0.24	169.92
16. Dehumidifier (per 24 hour period) - XLarge - No monitoring	1.00 EA	0.00	114.72	0.00	114.72
17. Hydroxyl generator - odor counteractant - 3 optics	1.00 DA	0.00	225.36	0.00	225.36
18. Cleaning Technician - per hour	2.00 HR	0.00	27.32	0.00	54.64

Totals: Recreation Room

0.95 980.12



### Utility Room

Height: 8'

510.67 SF Walls	243.83 SF Ceiling
754.50 SF Walls & Ceiling	243.83 SF Floor
27.09 SY Flooring	63.83 LF Floor Perimeter
63.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Water extraction from hard surface floor - Cat 3 water	243.83 SF	0.00	0.70	0.00	170.68
11. Apply anti-microbial agent	243.83 SF	0.00	0.18	0.37	44.26
12. Clean floor - Heavy	243.83 SF	0.00	0.36	0.12	87.90

Totals: Utility Room

0.49 302.84



## Recoveron

2045 Bellevue Street  
 Green Bay, WI 54311  
 Phone: (800) 884-0588  
 Fax: (920) 469-3466  
 Fed ID # 39-1839374



### Laundry Room

Height: 8'

383.78 SF Walls	164.38 SF Ceiling
548.16 SF Walls & Ceiling	164.38 SF Floor
18.26 SY Flooring	46.67 LF Floor Perimeter
54.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor  
 Missing Wall

7' 10" X 6' 8"  
 3' 8" X 8'

Opens into RECREATION\_R  
 Opens into STAIRWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Water extraction from hard surface floor - Cat 3 water	164.38 SF	0.00	0.70	0.00	115.07
14. Apply anti-microbial agent	164.38 SF	0.00	0.18	0.25	29.84
15. Clean floor - Heavy	164.38 SF	0.00	0.36	0.08	59.26
<b>Totals: Laundry Room</b>				0.33	204.17
<b>Total: Main Level</b>				1.77	1,487.13

### Service

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Haul debris - per pickup truck load - including dump fees	1.00 EA	107.94	0.00	0.00	107.94
2. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR	0.00	44.29	0.00	132.87
<b>Totals: Service</b>				0.00	240.81
<b>Line Item Totals: ROWE_PAT</b>				1.77	1,727.94



## Recoveron

---

2045 Bellevue Street  
Green Bay, WI 54311  
Phone: (800) 884-0588  
Fax: (920) 469-3466  
Fed ID # 39-1839374

### Grand Total Areas:

1,892.91 SF Walls	921.42 SF Ceiling	2,814.32 SF Walls and Ceiling
921.42 SF Floor	102.38 SY Flooring	234.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	249.67 LF Ceil. Perimeter
921.42 Floor Area	985.56 Total Area	1,892.91 Interior Wall Area
1,201.50 Exterior Wall Area	133.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



**Recoveron**

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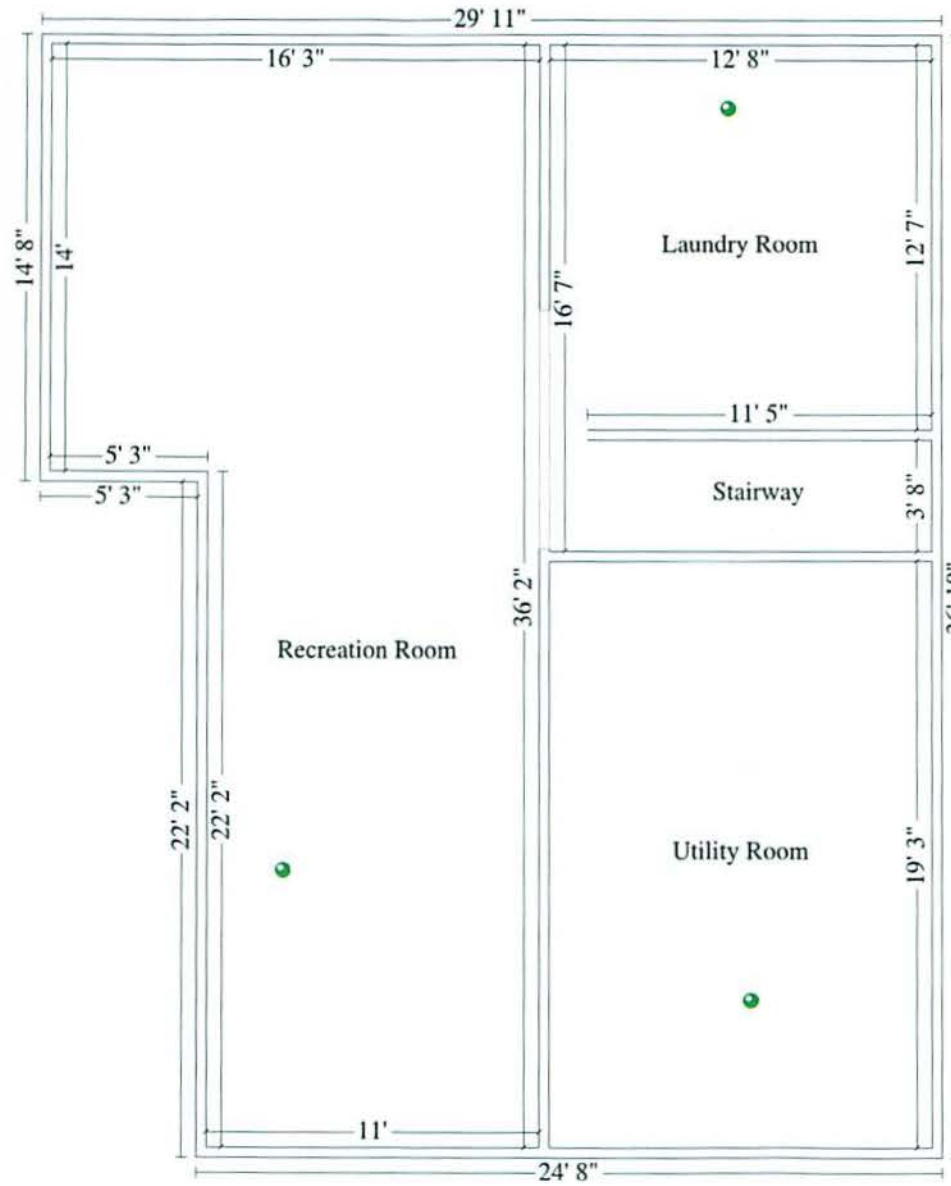
2045 Bellevue Street  
Green Bay, WI 54311  
Phone: (800) 884-0588  
Fax: (920) 469-3466  
Fed ID # 39-1839374

**Summary**

Line Item Total	1,726.17
Material Sales Tax	1.77
	<hr/>
Replacement Cost Value	\$1,727.94
Net Claim	\$1,727.94
	<hr/> <hr/>

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Eric Herzfeldt



Main Level



February 27, 2015

83-DJH068  
DONNA M MODIZ  
1119 FLORIDA AVE  
SHEBOYGAN WI 53081-7224

RE: Our Claim Number: 00-835-048027-0232  
Our Policy Number: 48P59680-01  
Our Insured: Donna M Modiz  
Date of Loss: February 26, 2015  
Our Company Name: American Family Mutual Insurance Company

Dear Donna M Modiz:

Thank you for insuring with American Family. We have reviewed the information of the sewer backup loss in the basement of your property. Based on our investigation regarding the blockage on the city sewer and resulting backup provided by you, we regret to inform you that there is no coverage for this type of claim under your American Family Insurance Homeowner's Policy. We refer you to the following parts of your policy of insurance. Your Homeowner's Policy states exclusions number 9 part B :

#### PERILS INSURED AGAINST - SECTION I

##### LOSSES NOT COVERED

We do not covered loss to property described in coverage A- Dwelling and Dwelling Extension resulting directly or indirectly from or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

#### EXCLUSIONS - SECTION I

Part A.

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

9. Water Damage, meaning:

a. flood, surface water, waves, tidal water or overflow of a body of water, from any cause. We do not cover spray from any of these, whether or not driven by wind.

b. water from any source which backs up through sewers or drains, or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the

**foundation area; or**

**c. regardless of its source, water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool. We do cover direct loss that follows, caused by fire or explosion."**

**American Family Insurance expressly reserves all rights and defenses which may be available within the policy.**

**We are sorry we could not have been of assistance in this matter. If you have any additional questions or concerns, or information you wish us to consider, please contact me at so we may answer them for you.**

**Sincerely,**

**Daniel J Hanke  
Property Clm Field Adjuster  
American Family Mutual Insurance Company  
1-800-MYAMFAM (1-800-692-6326) X 21290  
dhanke@amfam.com  
www.amfam.com/claims**

# Aldag/Honold Mechanical, Inc.



www.aldaghonold.com  
 3509 S. Business Dr.: P O Box 1265  
 Sheboygan, WI 53082-1265  
 Phone: (920) 458-5558 Fax: (920) 458-3750

## Invoice

Invoice Number: 185003  
 Invoice Date: 3/17/2015  
 Page: 1 of 1

Bill to: 521119  
 DONNA MODIZ  
 1119 FLORIDA AVE  
 SHEBOYGAN, WI 53081

Service 012/42  
 Location: DONNA MODIZ  
 1119 FLORIDA AVE  
 SHEBOYGAN, WI 53081

Work Order ID	Complete Date	PO Number	Terms	Called In By
185003	02/25/2015		NET 30-1.5%/MONTH	

### Description of Work

Basement is flooding sump pump not working.

Found basement drain was clogged. Called Ziggy to go with sewer machine.

Ran sewer machine through floor and stack clean out 100ft in each with 3" blade. Could not get cleared.

Called Harner. they found main in street frozen.

Qty	Item ID	Description	Unit Price	Amount
<b>Parts</b>				
1.00		4" BRASS C.O. PLUG	18.05	18.05
			SubTotal	18.05
<b>Labor</b>				
1:30	PFJO	6177S Labor	99.45	149.18
1:00	PFJO	8236S Labor	99.45	99.45
			SubTotal	248.63
<b>Other Charges</b>				
		HARPERS PUMPING	215.05	215.05
			SubTotal	215.05

invoice Subtotal	487.73
Sales Tax	24.09
Invoice Total	505.82
Payment Received	0.00
Balance Due	\$505.82

Work Order ID	Complete Date	PO Number	Terms	Called In By
185003	02 /25/2015		NET 30-1.5%/MONTH	

### Description of Work

Basement is flooding sump pump not working

Found basement drain was clogged. Called Ziggy to go with sewer machine.

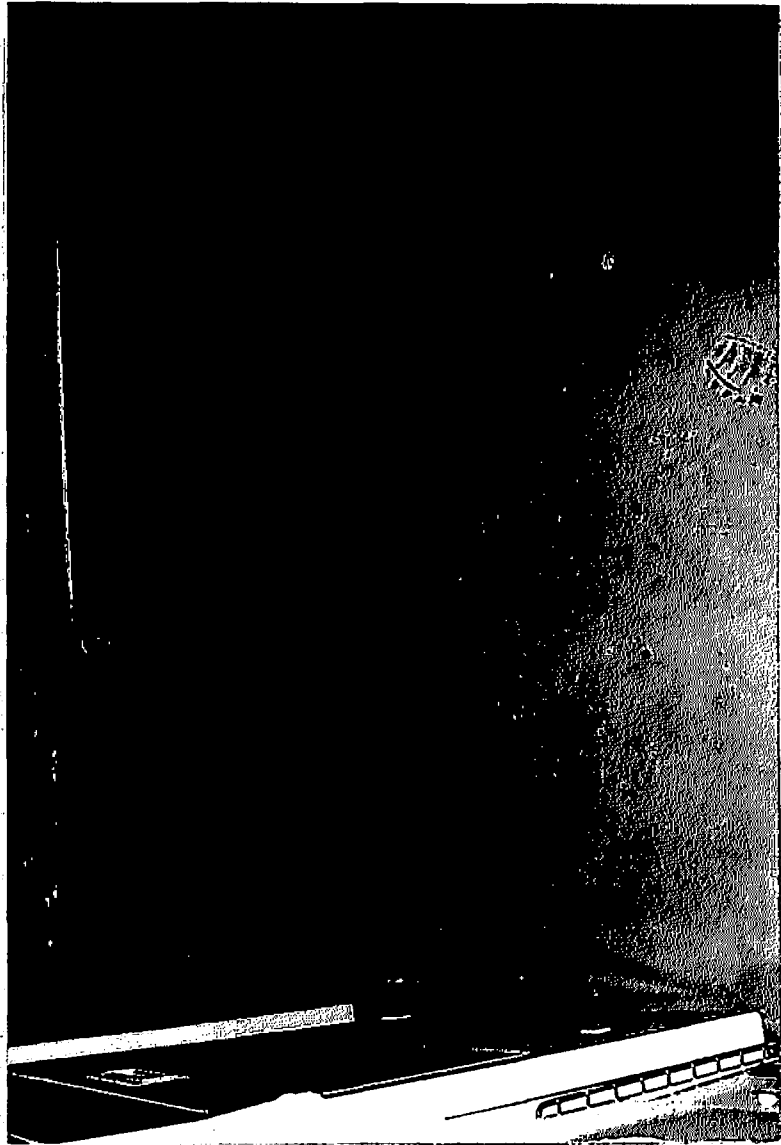
Ran sewer machine through floor and stack clean out 100ft in each with 3" blade. Could not get cleared.

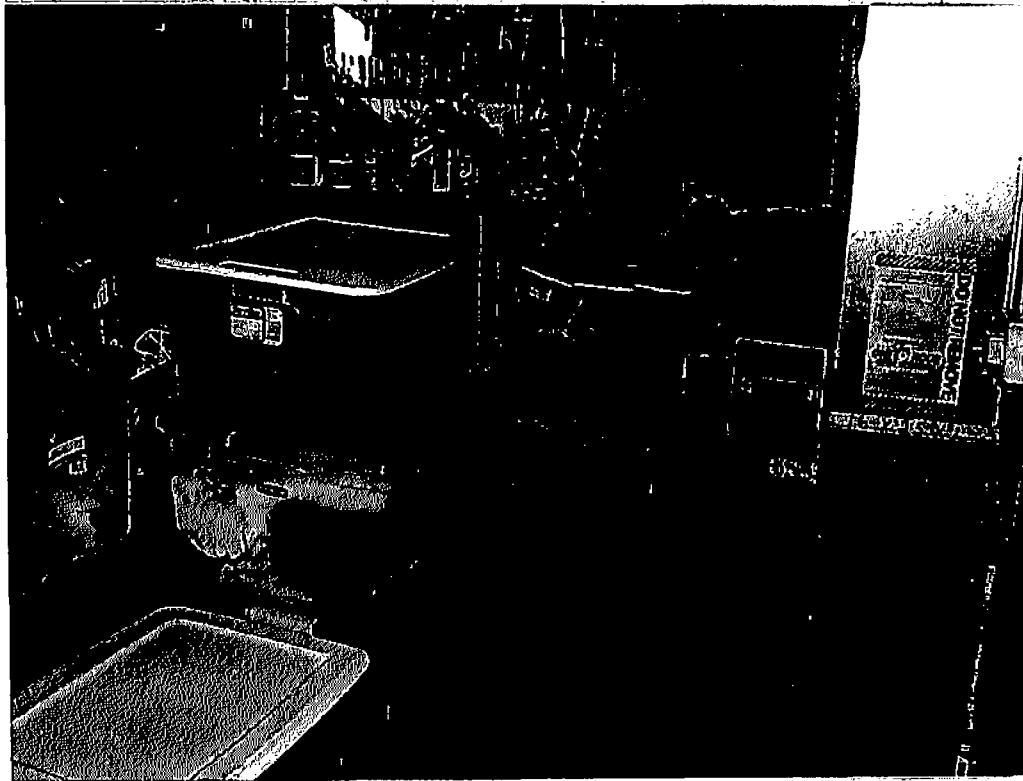
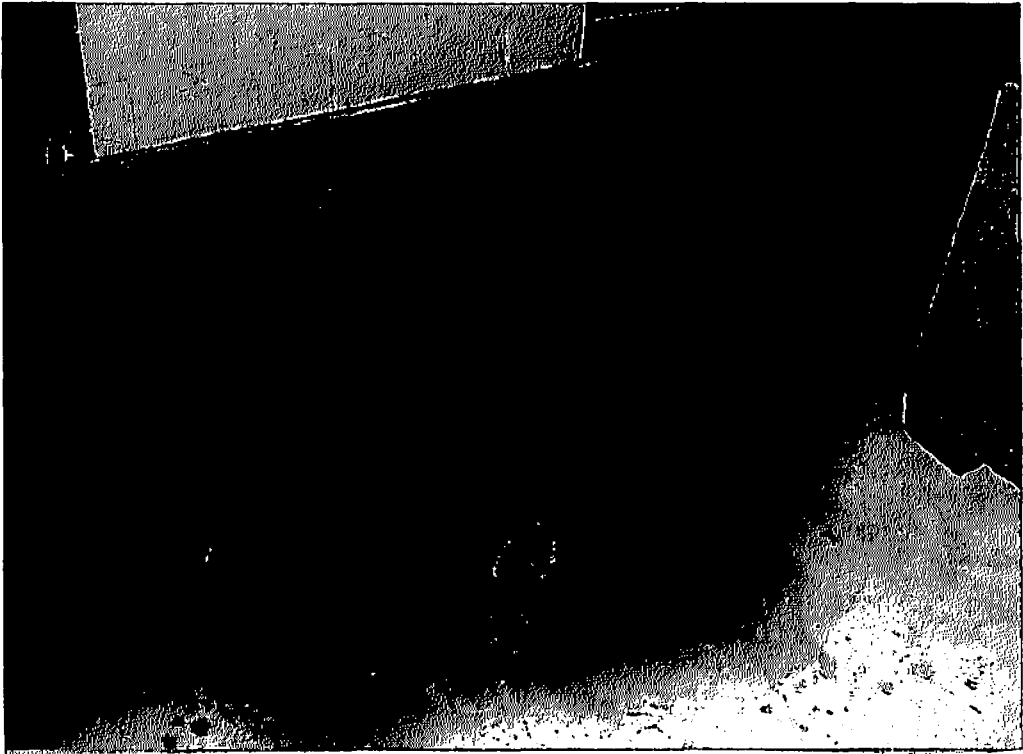
Called Harper, they found main in street frozen.

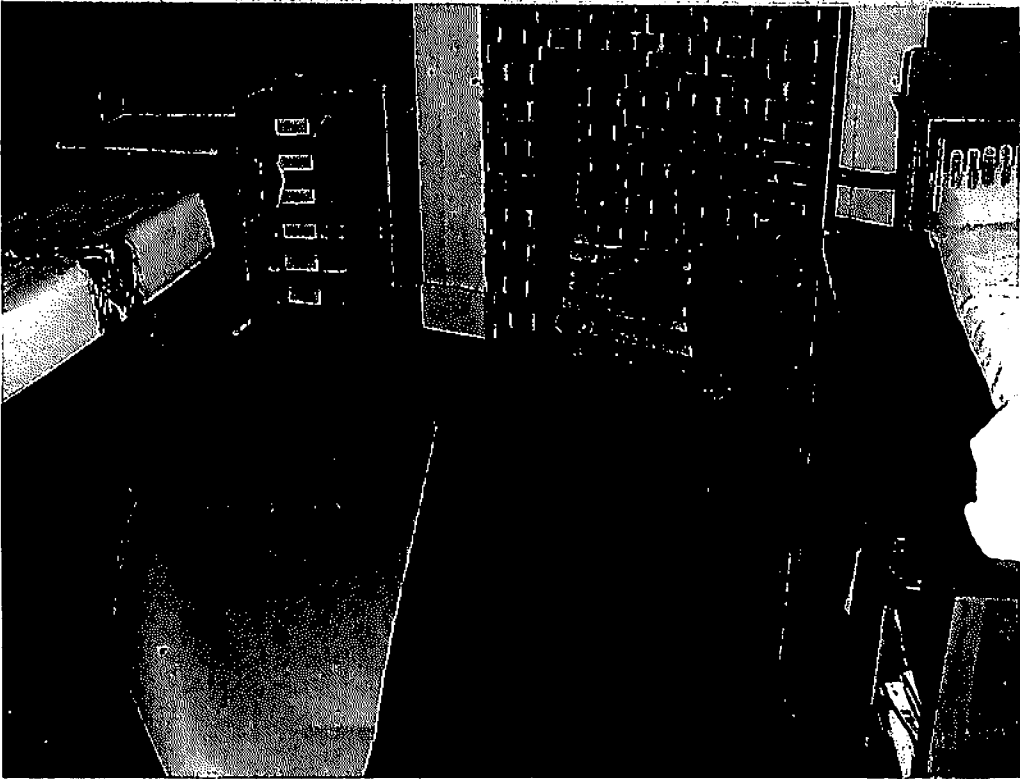
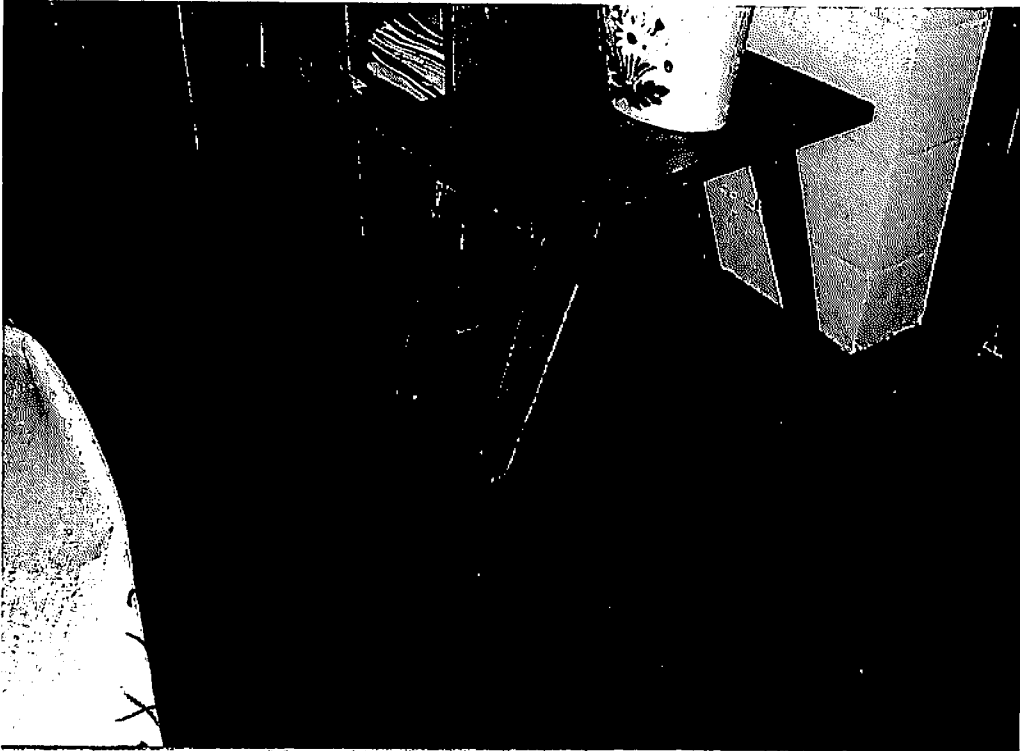
Qty	Item ID	Description	Unit Price	Amount
<b><u>Parts</u></b>				
1.00		4" BRASS C.O. PLUG	18.05	18.05
			SubTotal	<u>18.05</u>
<b><u>Labor</u></b>				
1:30	PFJO	6177S Labor	99.45	149.18
1:00	PFJO	8236S Labor	99.45	99.45
			SubTotal	<u>248.63</u>
<b><u>Other Charges</u></b>				
		HARPERS PUMPING	215.05	215.05
			SubTotal	<u>215.05</u>

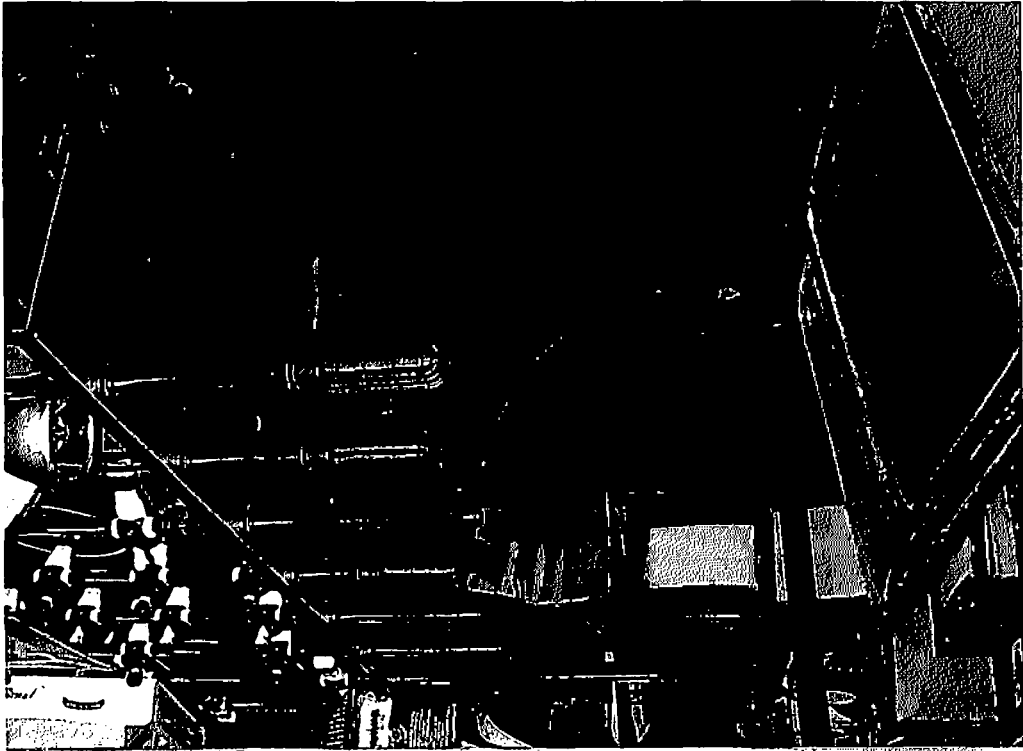
3-20-15  
# 505.82  
# 5508

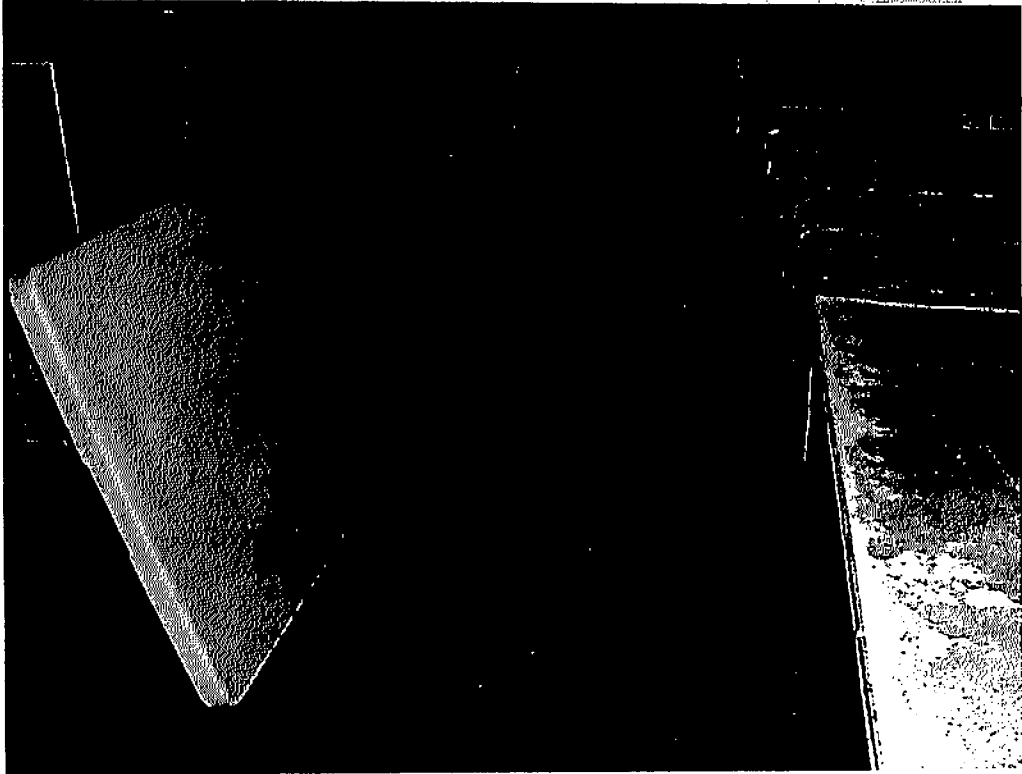
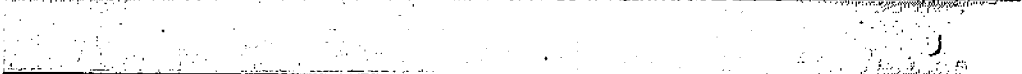
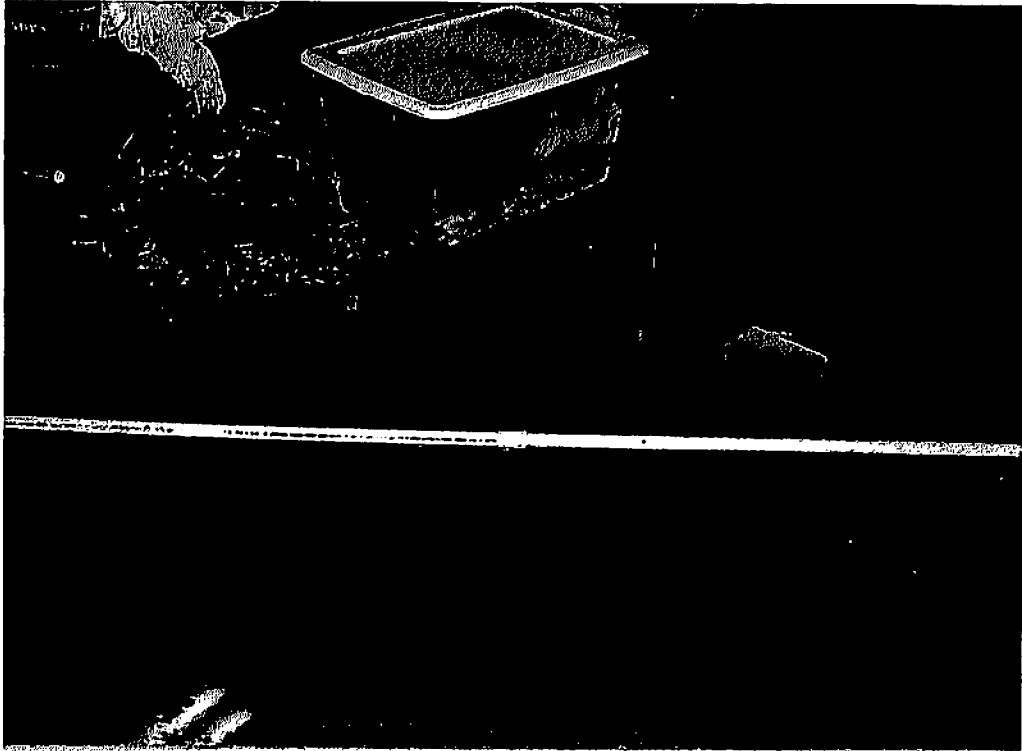
Invoice Subtotal	481.73
Sales Tax	24.09
Invoice Total	505.82
Payment Received	0.00
Balance Due	<u><u>\$505.82</u></u>



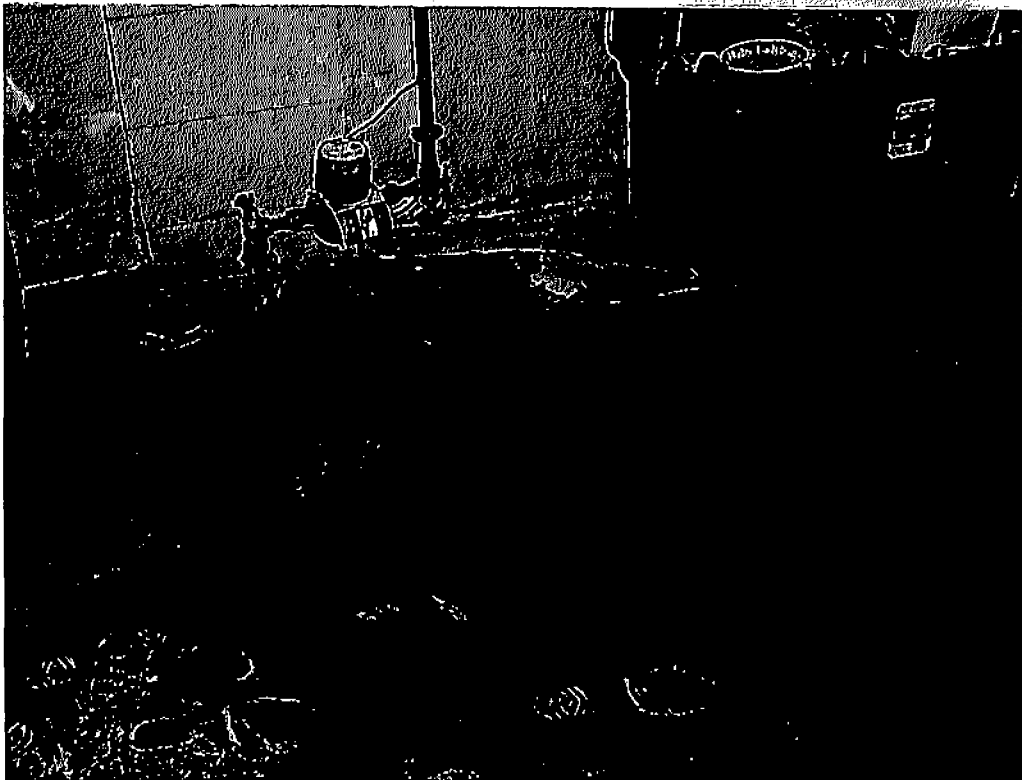
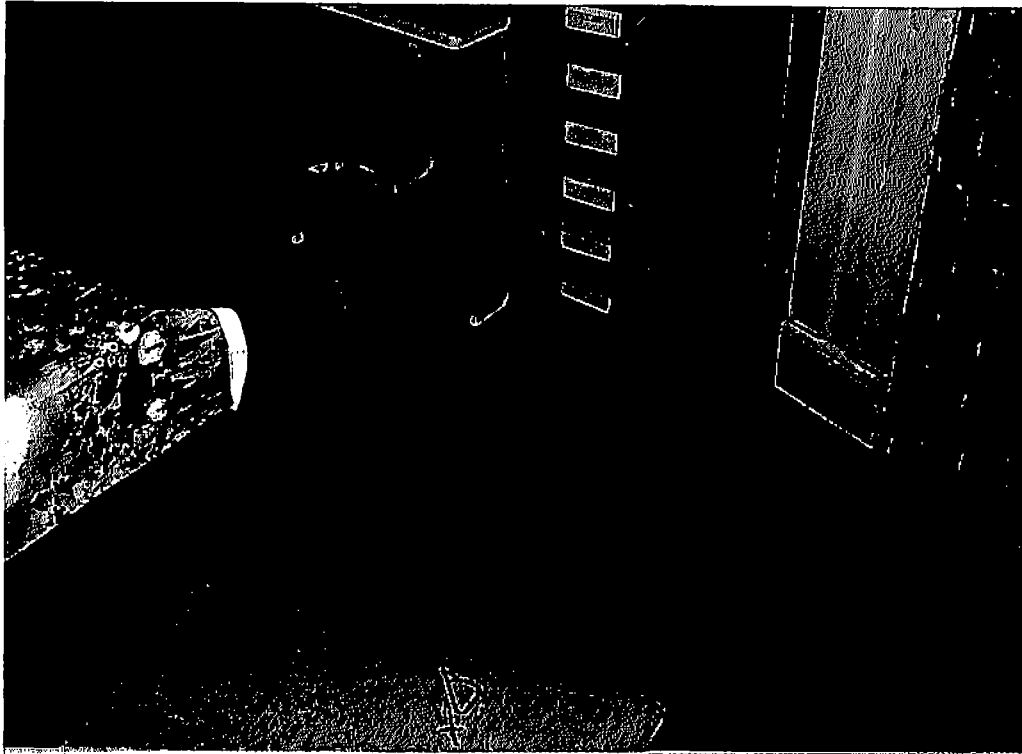












**VI**

R. C. No.       - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred R. O. No. 287-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Gayle Sebald et al.; recommends that the document be referred to Finance of the new Common Council.

*Finance of  
the new Council*

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

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

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

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

II

4.5

R. O. No. 287 - 14 - 15. By CITY CLERK. April 8, 2015.

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

Finance  
new

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

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

Plaintiff

CIRCUIT COURT BRANCH #4  
TERENCE T BOURKE  
815 N SIXTH STREET  
SHEBOYGAN WI 53081

SUMMONS

Case No. **15CV0142**

Vs.

Case Code No. 30404

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

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

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

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

Defendant

**SUMMONS**

*Sealed by the City of Sheboygan, Wisconsin Dept. of City Development on 3-24-15 at 2:00pm*  
*2015 MAR 10 PM 2:44*  
*FILED*  
*CLERK CIRCUIT COURT*  
*Terence T Bourke*

THE STATE OF WISCONSIN

To each person named above as Defendant:

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

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

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

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

And to plaintiff's attorneys, whose address is:

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

You may have an attorney help or represent you.

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

Dated: March 9, 2015

*Cord J. Harris*

---

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

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

Plaintiff

COMPLAINT

Case No. **15CV0142**

Vs.

Case Code No. 30404

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

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

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

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

Defendant

SHEBOYGAN COUNTY  
WISCONSIN  
2015 MAR 10 P 2:44  
CLERK CIRCUIT COURT  
FILED

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

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

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

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

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

TAX KEY NO: 59281701770
10. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any

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

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

WHEREFORE, Plaintiff demands judgment:

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

DATE: March 9, 2015

Respectfully submitted,

Wells Fargo Bank, N.A.

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

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

**VI**

R. C. No.           - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred R. O. No. 288-14-15 by the City Clerk submitting a Notice of Claim regarding Ricky Van Der Vaart against the City of Sheboygan; recommends that the document be referred to Finance of the new Common Council.

*Finance of  
new Council*

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

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

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

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

Other Matters

9.5

II

R. O. No. 288 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a Notice of Claim regarding Ricky Van Der Vaart against the City of Sheboygan.

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

Inance  
new.

Process Server RAM  
NOTICE OF CLAIM 3/30/15 Time 9:15 A.M. - P.M.  
Served Upon Susan Richards  
828 Center Avenue Sheboygan  
 Personal  Substitute  
 Posted  Corporate

To: Susan Richards  
City of Sheboygan Clerk  
828 Center Ave., Suite 100  
Sheboygan, Wisconsin 53081

Pursuant to Wis. Stat. §893.80, Ricky Van Der Vaart, residing at 6666 South 12<sup>th</sup> Street, Sheboygan, Wisconsin 53081, by his attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan as follows:

**Liability**

On or about December 30, 2014, the City of Sheboygan (the City) informed Ricky Van Der Vaart that he would not be allowed to return to work and terminated his employment. The City confirmed its decision to terminate Mr. Van Der Vaart on or about January 2, 2015. The termination of Mr. Van Der Vaart and the failure to accommodate Mr. Van Der Vaart is in violation of both the Americans with Disabilities Act and the Wisconsin Fair Employment Act.

**Damages**

Mr. Van Der Vaart intends to seek damages including, but not limited to, reinstatement, back pay, back benefits, costs, and attorney's fees.

Dated this 27<sup>th</sup> day of March, 2015.

ROHDE DALES, LLP

By Anthony J. Resimius  
Anthony J. Resimius  
A Member of the Firm  
State Bar No. 1037195  
Jacob R. Sundelius  
An Associate of the Firm  
State Bar No. 1096476

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

MAR 30 '15 4:09:27

**VI**

R. C. No. \_\_\_\_\_ - 14 - 15. By FINANCE. April 20, 2015.

Your Committee to whom was referred R. O. No. 289-14-15 by the City Clerk submitting a communication from the President of The Armory Foundation requesting that they be allowed to lease the Armory for \$1 per year for 3 years and at the end of 3 years have the option to purchase the Armory for \$2 along with drawings that reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory; recommends that the document be referred to Finance of the new Common Council.

*Finance of  
new Council*

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

Committee

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

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

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

III

Other Matters

9.12

R. O. No. 289- 14 - 15. By CITY CLERK. April 8, 2015.

Submitting a communication from Collin Kachel, President of The Armory Foundation, requesting that they be allowed to lease the Armory for \$1 per year for 3 years and at the end of 3 years have the option to purchase the Armory for \$2 along with drawings that reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory.

Finance  
new

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

Sheboygan Common Council,

The Sheboygan Armory Foundation would like to lease the Sheboygan Auditorium and Armory for one dollar a year for three years. A forgivable loan for all utilities and costs will be assumed by the Armory Foundation at the end of each calendar year. At the end of three years the Sheboygan Armory Foundation would like to have the option of purchasing the Sheboygan Auditorium and Armory for two dollars with the assumption of an agreed upon grace period for all ADA and safety compliances. We will then take over all operational costs and responsibilities.

If anyone else would enter during the three year leasing period, we would like the final decisions to go to a referendum for the citizens of Sheboygan to decide. Thank you for allowing us a chance to provide a professional atmosphere for citizens and visitors a chance to pursue their passions, skills, and enjoy themselves under one roof in what we believe is one of the crown jewels of Sheboygan.

The attached drawings reflect the efficiency of space utilization that the Armory Foundation has designated for groups to pursue their passions and interests within the Sheboygan Armory. No structural construction or demolition will need to take place in order to repurpose the Armory in our vision. We believe this is a testament to the original design and unique characteristics that separate the Sheboygan Armory from other Armories that have been repurposed throughout the United States.

We look forward to meeting with city planners to discuss details. We have plans, purpose, and passion. We firmly believe The Sheboygan Armory will become an attractive place for all generations. Think of it as a YMCA with subscription based memberships for designers, makers, artists, entertainers, young professionals, and active youth in the City of Sheboygan.

Sincerely,



4-7-15

Collin Kachel --- President of The Armory Foundation

321 Bluff Ave  
Sheboygan WI, 53081  
815-341-3526  
collinkachel@charter.net

**VI**

R. C. No.         - 14 - 15. By LAW AND LICENSING. April 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 268-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be referred to the Law and Licensing Committee of the new Common Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0692	Adams, Clinton J.	1507 S. 8 <sup>th</sup> St.
0697	Colvin, Paige L.	426 Pennsylvania Ave.

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0355	Ruffin, Kevana O.	1322 N. 14 <sup>th</sup> St.

*L & L of  
new Council*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

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

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

II

Other Matters

10.5

R. O. No. 268 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting various license applications, for the period ending December 31, 2015 and June 30, 2016.

*Law & Soc*  
*4/8/15 - grant all except hold Adams, Colvin, Howell, Meice-Henning, Thompson, Johnson, Murphy, Ruffin*  
*4/20/15 - deny Johnson, Ruffin, Meice-Henning, Thompson*  
*refer balance to the Board*

Rosal Richards  
 City Clerk

TRANSFER PERSON TO PERSON

Transfer of "Class B" Liquor license from Hamilton Watt to Amber Watt for Vizez located at 2513 S. 8<sup>th</sup> St.

CHANGE OF AGENT

Kenneth Feudner is replacing John Henseler as agent effective immediately at Maple Lanes located at 3107 S. Business Dr.

"CLASS B" LIQUOR LICENSES (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights IV	434 Pennsylvania Ave.
<u>CHANGE OF PREMISE</u>		
<u>No.</u>	<u>Name</u>	<u>Address</u>
1833	Champs Sports Bar	1501 Indiana Ave. - one-day events to be held 4/11/15, 4/18/15, 4/25/15 & 5/2/15 to include current premise and entire south side parking lot.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day events To be held 4/25/15, 5/2/15 & 5/9/15 to include current premise and parking lot north and east of the building.
3069	Time and A Half	2518 N. 15 <sup>th</sup> St. - one-day event to be Held 4/18/15 to include current premise and east side of building from fence to corner and from southeast corner to driveway.

SIDEWALK CAFÉ LICENSE (April 14, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's Bar & Grill	1502 S. 12 <sup>th</sup> St.
3022	Paradigm	1202 N. 8 <sup>th</sup> St.
2427	Urbane	1231 N. 8 <sup>th</sup> St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0692	Adams, Clinton J.	1507 S. 8 <sup>th</sup> St.
7183	Bower, Ashley A.	426 Washington Ct.
3683	Buechel, Teri A.	2502 N. 9 <sup>th</sup> St.
0704	Castronovo, Kris K.	927 S. 14 <sup>th</sup> St.
0697	Colvin, Paige L.	426 Pennsylvania Ave.
0708	Davis, Melinda L.	1706 N. 13 <sup>th</sup> St.
2938	Dean, Lisa Y.	1427 S. 16 <sup>th</sup> St.
0699	Howell, Krista Melinn	1427 N. 10 <sup>th</sup> St. #413
5839	Kanzelberger, Kristin M.	1610 N. 3 <sup>rd</sup> St.
0694	Klein, Jessie M.	728 State Rd. 57 #22, Plymouth
0705	Meise-Henninf, Crystal M.	918 Michigan Ave., #B
0700	Moreno, Rudolph NC	1317A N. 10 <sup>th</sup> St.
3515	Ploetz, Craig A.	1632 Camelot Blvd.
0703	Stenz, Megan L.	124 East Frankling Ave., #2, Neenah
0709	Szydlowski, Jeffrey A.	1502A S. 13 <sup>th</sup> St.
0698	Thompson, Nicholas R.	6443 N. 54 <sup>th</sup> St., Milwaukee
0305	Thompson, Tamara C.	1217 Reed St., Plymouth

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0706	Johnson, Marqueeta S.	2007 S. 8 <sup>th</sup> St.
6640	Maurer, Michael G.	2111 Arizona Ave.
0506	Munro, Ian E.	1015 Elm St., Cleveland
0693	Murphy, Blake A.	W2734 Woodland Rd., Sheb. Falls
0355	Ruffin, Kevana O.	1322 N. 14 <sup>th</sup> St.
0701	Siguenza, Hector Martin	822 Woodland St., Plymouth
0695	Valle, Jennifer Fanco	406 New York Ave.
0696	Williams, Antjuan C.	1405 N. 15 <sup>th</sup> St.

VI

R. C. No.     - 14 - 15. By LAW AND LICENSING. April 20, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 291-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following licenses be referred to the Law and Licensing Committee of the new Common Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9853	Wehmeyer, Jessica M.	2211 N. 22 <sup>nd</sup> St.

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7426	Ahrens, Christina E.	1151 N. 8 <sup>th</sup> St.
0716	Deleon JR., Mario	1444A S. 19 <sup>th</sup> St.
0712	Lopez, Jose D.	730 S Water St.
0343	Olsen, Michael D.	1330 N. 12 <sup>th</sup> St., #2

*Law of new Council*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

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

II

Other Matters

9.7

R. O. No. 291 - 14 - 15. By CITY CLERK. April 8, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

*Law & Lic.  
4/20/15 - Grant all lic  
except hold Wehmeyer,  
Abreu, DeLeon, Lopez,  
Olson*

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

CHANGE OF AGENT

Cherie Duby is replacing Patrick Ortlieb as agent at Kwik Trip #873 located at 625 S. Taylor Dr.

Mike Zorzin is replacing Selia Klein as agent at Kwik Trip #780 located at 2622 S. Business Dr.

Timothy Ward is replacing Kris Poulson as agent at Marcus Theatres located at 3226 Kohler Memorial Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3092	CJ's Shipwrecked	902 Indiana Ave. - one-day event to be held 5/29/15 to include current premise and outside seating on the east side of building for running event.

"CLASS B" LIQUOR LICENSES (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3118	Mi Ranchito	1235 Indiana Ave.
3120	Northstar I	3004 N. 8 <sup>th</sup> St.
3119	Vibez Bar	2513 S. 8 <sup>th</sup> St.

SIDEWALK CAFÉ LICENSE (April 14, 2016)

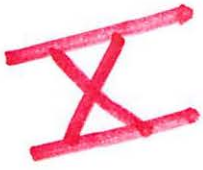
<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.
2487	Frankie's Pub & Grill	2218 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5868	Haleem, Susan S.	1108 N. 12 <sup>th</sup> St.
0711	Kainz, Karly J.	3629 N. 35 <sup>th</sup> St.
5633	Kempf, Shireen A.	916 Mayflower Ave #4
0717	Koehler, Josh L.	1325 New York Ave.
9393	Kohlhagen, Justin J.	N4296 County Rd. I, Sheb. Falls
2897	Kruse, Janet L.	1926 N. 9 <sup>th</sup> St.
0714	Mock, Emma M.	402 Huron Ave.
0719	Nelson, Ashley M.	3228 N. 27 <sup>th</sup> St.
0718	Steele, Lucas J.(Club)	3824 Erie Ave.
0710	Waraich, Vishavjot S.	N6233 Woodland Rd.
9853	Wehmeyer, Jessica M.	2211 N. 22 <sup>nd</sup> St.

TAXICAB DRIVER LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7426	Ahrens, Christina E.	1151 N. 8 <sup>th</sup> St.
0716	Deleon JR., Mario	1444A S. 19 <sup>th</sup> St.
0715	Hoerth, Joseph F.	24 Ottawa Pl.
0712	Lopez, Jose D.	730 S Water St.
0343	Olsen, Michael D.	1330 N. 12 <sup>th</sup> St., #2
0713	Perry, Ebony Mariah	328 Superior Ave.
8443	Wills, Michael R.	1326 N. 12 <sup>th</sup> St.



Gen. Ord. No.     - 14 - 15. By Alderperson Hammond. April 20, 2015.

AN ORDINANCE granting Gottsacker Real Estate Services, Inc., its successors and assigns, the privilege of encroaching upon described portions of the alley that lies between St. Clair Ave. and Michigan Ave. located at 1217 N. 8<sup>th</sup> St. in the City of Sheboygan for the purpose of building and maintaining an exhaust hood and maintaining a canopy.

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

Section 1. Subject to the terms and conditions contained herein, Gottsacker Real Estate Services, Inc., is hereby granted the privilege of encroaching upon described portions of the alley that lies between St. Clair Ave. and Michigan Ave. located at 1217 N. 8<sup>th</sup> St. as follows:

THAT PART OF THE EAST/WEST ALLEY, ADJACENT TO LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, LOCATED IN SECTION 23 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN THENCE EAST 36.00 FEET ALONG THE SOUTH LINE OF SAID LOT 6 ALSO BEING THE NORTH LINE OF THE EAST/WEST ALLEY IN SAID BLOCK 64 TO THE POINT OF BEGINNING, THENCE SOUTH 3.2 FEET, THENCE EAST 3.8 FEET, THENCE NORTH 3.2 FEET TO THE SOUTH LINE OF SAID LOT 6, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6 3.8 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 12.16 SQUARE FEET.

for the purpose of building and maintaining an exhaust hood and maintaining a canopy, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Gottsacker Real Estate Services, Inc., 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 Gottsacker Real Estate Services, Inc., 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

*City Plan*

done by the said Gottsacker Real Estate Services, Inc., 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.

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

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

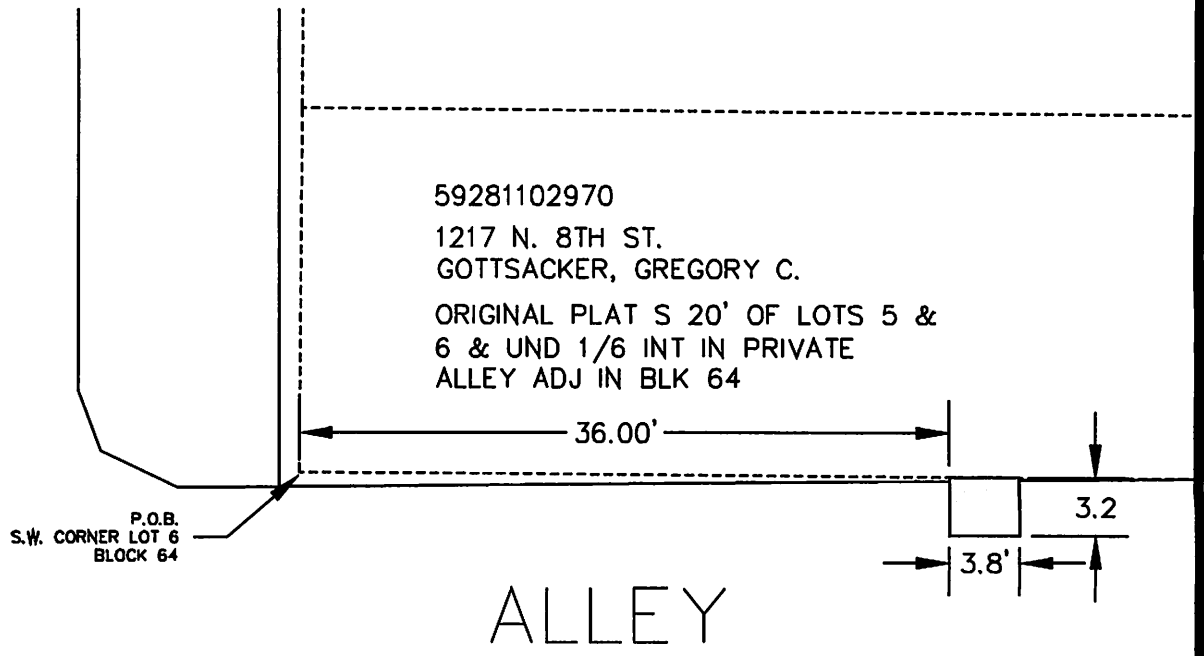
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION**  
**AT 1217 N. 8TH STREET FOR PROPOSED ENCROACHMENT INTO**  
**THE EAST WEST ALLEY FOR BLOCK 64**  
**ORIGINAL PLAT CITY OF SHEBOYGAN**

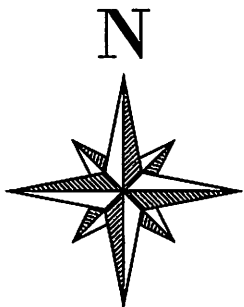
THAT PART OF THE EAST/WEST ALLEY, ADJACENT TO LOT LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN, LOCATED IN SECTION 23 T.15N. R.23E., CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 BLOCK 64 ORIGINAL PLAT FOR THE CITY OF SHEBOYGAN THENCE EAST 36.00 FEET ALONG THE SOUTH LINE OF SAID LOT 6 ALSO BEING THE NORTH LINE OF THE EAST/WEST ALLEY IN SAID BLOCK 64 TO THE POINT OF BEGINNING, THENCE SOUTH 3.2 FEET, THENCE EAST 3.8 FEET, THENCE NORTH 3.2 FEET TO THE SOUTH LINE OF SAID LOT 6, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6 3.8 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED PARCEL CONTAINS 12.16 SQUARE FEET.

N. 8 TH STREET



59281102980  
 1201 N. 8TH ST.  
 ORIGINAL PLAT ALL OF  
 LOTS 7,8,9 & 10 BLK 64



SCALE 1"=10'

CITY OF SHEBOYGAN ENGINEERING DEPT.  
 DRAFTED BY: BRIAN SANDBERG  
 DATE: 4\14\2015



Gen. Ord. No. \_\_\_\_\_ - 14 - 15. By Alderperson Carlson. April 20, 2015.

AN ORDINANCE creating 30-minute parking on the south side of Clara Avenue east of S. 7<sup>th</sup> Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized", the south side of Clara Avenue from 308 feet east of the east curb line of S. 7th Street to 333 feet east of the east curb line of S. 7<sup>th</sup> Street is hereby added to the list of locations where parking is limited to 30 minutes.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

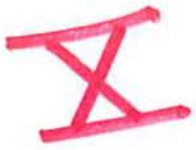
*PP+5  
new Council*

\_\_\_\_\_

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



Gen. Ord. No.            - 14 - 15. By Alderperson Carlson. April 20, 2015.

AN ORDINANCE creating a no parking, stopping, or standing zone on the west side of Riverfront Drive north of Virginia Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", the west side of Riverfront Drive from 119 feet north of north curb line of Virginia Avenue to 139 feet north of the north curb line of Virginia Avenue is hereby added to the list of locations where no parking, stopping, or standing is permitted..

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*PP&S  
of new 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

II

4.1

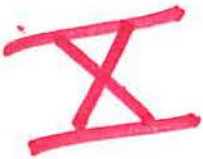
R. O. No. 284-14 - 15. By CITY PLAN COMMISSION. April 8, 2015.

Your Commission to whom was referred Gen. Ord. No. 48-14-15 by Alderperson Belanger amending the text of the City of Sheboygan Zoning Ordinance in Section 15.034 Definitions so as to amend Section 15.034; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 24, 2015, and after due consideration, recommends approval of the General Ordinance.

*Lies over  
April 20th*

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Director of Planning and Development



8.1

Gen. Ord. No. 48 - 14 - 15. By Alderperson Belanger. March 16, 2015.

AN ORDINANCE amending the text of the City of Sheboygan Zoning Ordinance in Section 15.034 Definitions so as to amend Section 15.034.

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

Section 1. The definition of "Garage (Residential)" in Section 15.034 of the Sheboygan Zoning Ordinance, entitled Definitions, is hereby amended to read as follows:

**"Garage (residential):** A detached accessory building or portion of the principal building, including a carport, which is used primarily for storing passenger vehicles, trailers or one (1) truck of a rated capacity not in excess of ten thousand (10,000) pounds. The maximum square footage of a garage is 1,000 square feet. However, a garage structure shall not exceed the footprint square footage of the primary residential structure. A maximum of one (1) garage per lot."

Section 2. The definition of "Building, accessory" in Section 15.034 of the Sheboygan Zoning Ordinance, entitled Definitions, is hereby amended to read as follows:

**"Building, accessory:** A building which:

- (a) Is subordinate to and serves a principal structure or a principal use;
- (b) Is subordinate in area, extent, and purpose to the principal structure or use served;
- (c) Is located on the same lot as the principal structure or use served; and
- (d) Is customarily incidental to the principal structure or use."

Section 3. The definition of "Utility Shed" in Section 15.034 of the Sheboygan Zoning Ordinance, entitled Definitions, is hereby amended to read as follows:

**"Utility Shed:** A detached accessory building which is used for the storage of residential maintenance equipment."

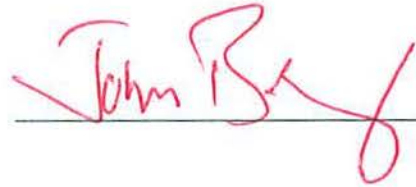
Section 4. Section 15.034, entitled Definitions, of the Sheboygan Zoning Ordinance is hereby amended to include the following new definitions:

**"Gazebo:** A detached roofed accessory building, open on all sides, which is used for entertaining."

*City Plan*

"Greenhouse: A detached glass enclosed accessory building used for cultivating plants."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

  
\_\_\_\_\_

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

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

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

IV

4.2

R. O. No. 285-14-15. By CITY PLAN COMMISSION. April 8, 2015.

Your Commission to whom was referred Gen. Ord. No. 49-14-15 by Alderperson Belanger amending the text of the City of Sheboygan Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(8)(d); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 24, 2015, and after due consideration, recommends approval of the General Ordinance.

Lies over  
to April 20<sup>th</sup>

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Director of Planning and Development

4.9



3/2



8.2

Gen. Ord. No. 49 - 14 - 15. By Alderperson Belanger. March 16, 2015.

AN ORDINANCE amending the text of the City of Sheboygan Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(8)(d).

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

Section 1. Section 15.206(8)(d) of the Sheboygan Zoning Ordinance, entitled Detached Private Residential Garage, Carport, or Utility Shed, is hereby amended to read as follows:

"15.206 (8)(d) Private Garage, Carport, Shed, Gazebo, or Greenhouse

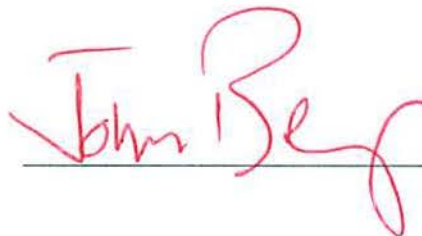
Description: A private residential garage, carport or utility shed is a structure which primarily accommodates the sheltered parking of a passenger vehicle and/or the storage of residential maintenance equipment. A gazebo is a detached roofed accessory building, open on all sides, which is used for entertaining. A greenhouse is a glass enclosed building used for cultivating plants. The structure(s) shall be located on the same lot as primary residential structure. See Section 15.408 for requirements applicable to legal, nonconforming garages."

1. Permitted by Right: {All Districts}.
  - a. The maximum number of accessory structures per lot is three (3) - not to exceed one (1) garage, one (1) shed, one (1) gazebo or one (1) greenhouse.
  - b. The maximum square footage of a garage and/or carport is 1,000 square feet. However, a garage structure shall not exceed the footprint square footage of the primary residential structure.
  - c. The maximum square footage of a shed, gazebo, greenhouse or other similar accessory structure is 200 square feet.
  - d. The maximum height of a detached accessory structure shall not exceed 15 feet.
  - e. The design and color of the accessory structure shall compliment the residence.
  - f. Temporary canopies, carports or other similar structures are prohibited.
2. Special Use Regulations: Not applicable.

City  
Plan

3. Conditional Use Regulations: (If in excess of 1,000/200 square feet) {RA-35, ER-1 Districts or as part of a multi-family development proposal in the UR-12}.

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



5.1

Res No. 184 14 - 15. By Alderpersons Hammond, Belanger, Carlson, Donohue and Kath. April 8, 2015.

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

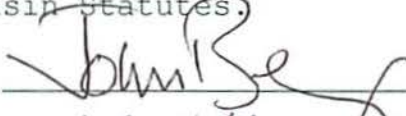
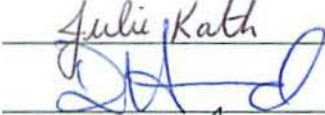

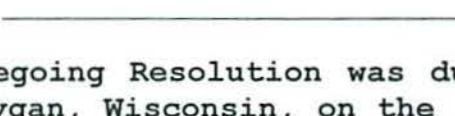
RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for electrical equipment on 8<sup>th</sup> Street and advertising for the downtown trolley bus:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Tourism Fund Unreserved Fund Balance 260-253000	Tourism Fund Park Department Electrical Equipment 26053000-524120	\$12,000
	Tourism Advertising & Marketing 26054100-521400	\$7,500

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

*Lies over.*

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

Other Matters

9.1

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

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 6/20/15 to include current premise and the west side front area.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0721	Bloedow, Jomon K.	2021 Saemann Ave.
0734	Chak, Savouna	2207 N. 9 <sup>th</sup> St.
0727	Fetterer, Aina L.	4407 Primrose Ct., #P208
0726	Hadzidedic, Indira	4243 Honeysuckle Ct., F211
3816	Kautzer, Kathleen A.	1724 Wilson Ave.
0723	Meyers, Erica S.	1637 Woodland Dr., Green Bay
0728	Rauk, Eliot T.	W4130 Sumac Rd., Plymouth
0724	Rolloff, Lisa M.	2614 S. 15 <sup>th</sup> St.
0733	Schwab, Jacob L.	W4943 Cty Rd. U, Plymouth
0725	Smith, Karen K.	3215 S. 17 <sup>th</sup> St.
0729	Stair, Ciara A.	26 Selma St., Plymouth
0720	Thurman, Luke R.	1422 N. 7 <sup>th</sup> St.
0730	Tracy, Caitlin A.	1641 N.11 <sup>th</sup> St.
0722	Wehmeyer, Allison R.	215 Superior Ave.

TAXICAB DRIVER'S LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay

AMUSEMENT LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3060	TJ's Twisted Chicken	1410 Indiana Ave.

MOBILE HOME PARK LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1366	Sommers Woodhaven Mobile Home	4441 S. 12 <sup>th</sup> St.

**III**

Res. No. \_\_\_\_\_ - 14 - 15. By Alderperson Hammond. April 20, 2015.

A RESOLUTION authorizing entering into a Tentative Agreement with the Local 483, IAFF for a successor contract.

RESOLVED: That the Common Council hereby authorizes the appropriate City Officials to enter into a Tentative Agreement with the Local 483, IAFF for a successor contract, a copy of which is attached hereto.

*Consent*

\_\_\_\_\_

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

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

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

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