ATTACHMENTS

Resignation

RECEIVED
MAR 30 2015
MAYOR'S OFFICE
SHEBOYGAN, WISCONSIN

To whom it may Concern

With Nals health as it is right now I feel he will not be able to attend the police and Fire commission meeting. As of March 26, 2015 he will resign his seat.

Val can't read, write or understand alot a this time doctors are saying he will make a full recovery.

Suzanne Schultz POA
Valentin J Schultz

Resignation

Resignation

To Mayor Vandersteen and the members of the Harbor Center BID Board,

I hereby resign my position as board member effective 3/17/2015 as I am no longer able to attend meetings due to a change in employment relocating me outside of the District. I am grateful for having had the opportunity to serve on the board of this fine organization. I offer my best wishes for its continued success, and I look forward to seeing the continued progress of the District.

Hammond/Carlson
cc + file

Sincerely,

Tyler Ott

City of Sheboygan
spirit on the lake.

April 6, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Jane Davis-Wood (Business Owner) to be considered for appointment to the Business Improvement District to fill the unexpired term of Tyler Ott whose term expires 12/31/16.

MAYOR MIKE VANDERSTEEN

Lies over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

I

Hearing No. ____ - 14 - 15. April 8, 2015.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening relative to the proposed amendment to the City of Sheboygan's Comprehensive Plan Future Land Use Map to change the Land Use Classification of property located at 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities Classifications. A copy of the proposed amendment may be inspected or a copy obtained in the office of the City Clerk, 828 Center Ave., Suite 100, Sheboygan, WI, Monday-Friday, 8 a.m. to 5 p.m.

Property located at 3306 Saemann Ave.

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40"W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34"W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54"E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34"E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

All interested persons will now be heard.

Publish - March 4, 2015.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
CITY OF SHEBOYGAN COMPREHENSIVE PLAN FUTURE LAND USE MAP

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 8, 2015, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Comprehensive Plan Future Land Use Map to change the Land Use Classification of property located at 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities Classifications. A copy of the proposed amendment may be inspected or a copy obtained in the Office of the City Clerk, 828 Center Ave., Suite 100, Sheboygan, WI, Monday-Friday, 8 a.m. to 5 p.m.

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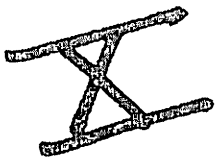
SUSAN RICHARDS
City Clerk



6.1

Gen. Ord. No. 47 - 14 - 15. By Alderpersons VanderWeele and Van Akkeren. March 2, 2015.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Public Parks and Open Space to Institutional and Community Facilities Classification:

Property located at 3306 Saemann Ave.:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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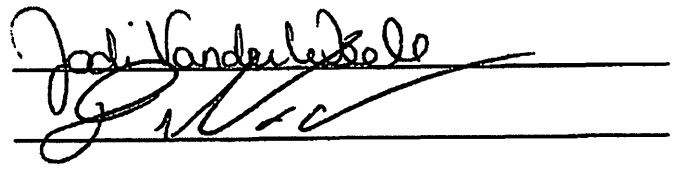
City Plan

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



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

_____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

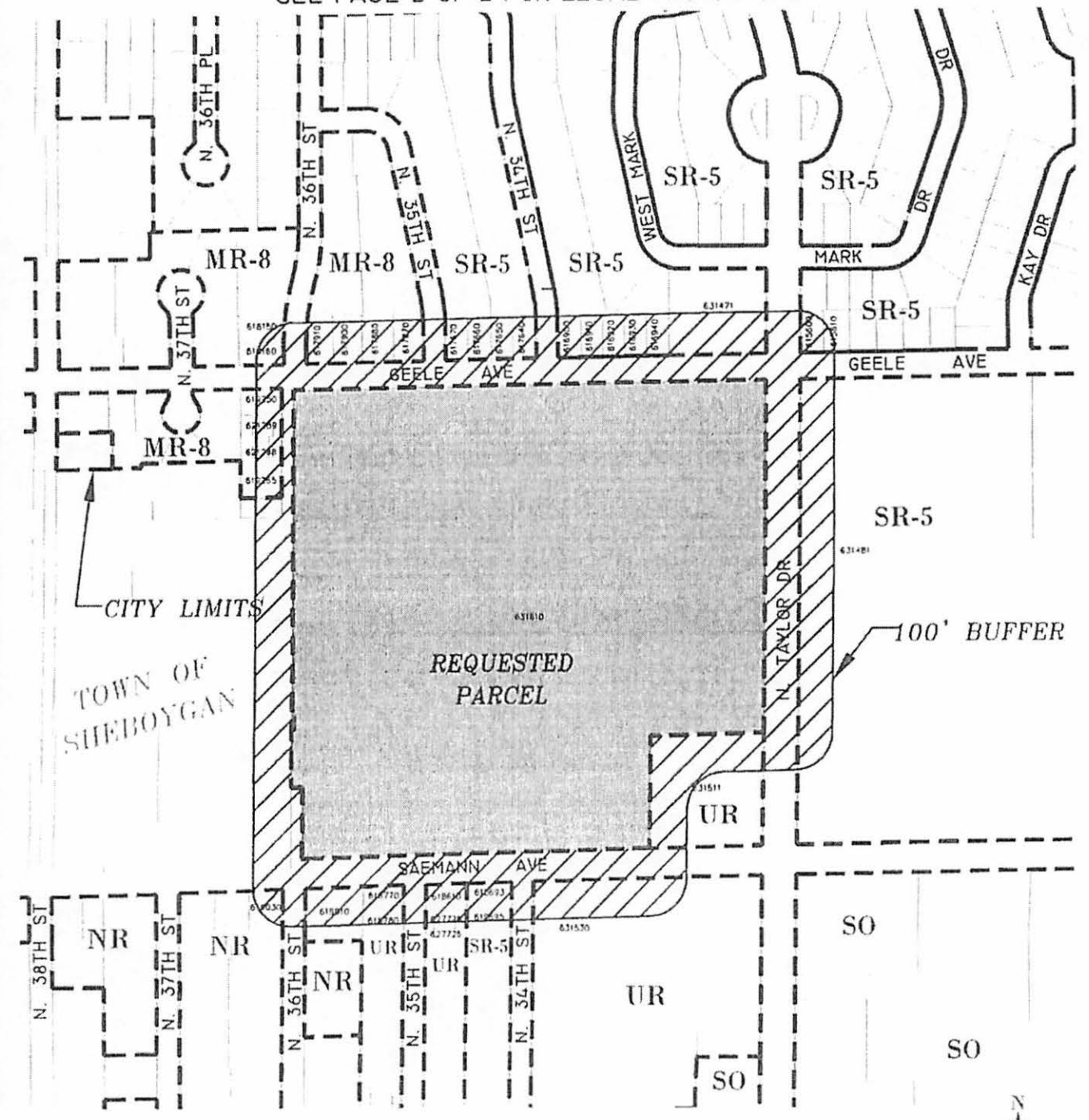
PROPOSED COMPREHENSIVE PLAN AMENDMENT

FROM PUBLIC PARKS AND OPEN SPACE

TO INSTITUTIONAL AND COMMUNITY FACILITIES

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches

1" = 400'

N W E S

PROPOSED COMPREHENSIVE PLAN AMENDMENT

FROM PUBLIC PARKS AND OPEN SPACE

TO INSTITUTIONAL AND COMMUNITY FACILITIES

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 1 OF 2 FOR VICINITY MAP

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

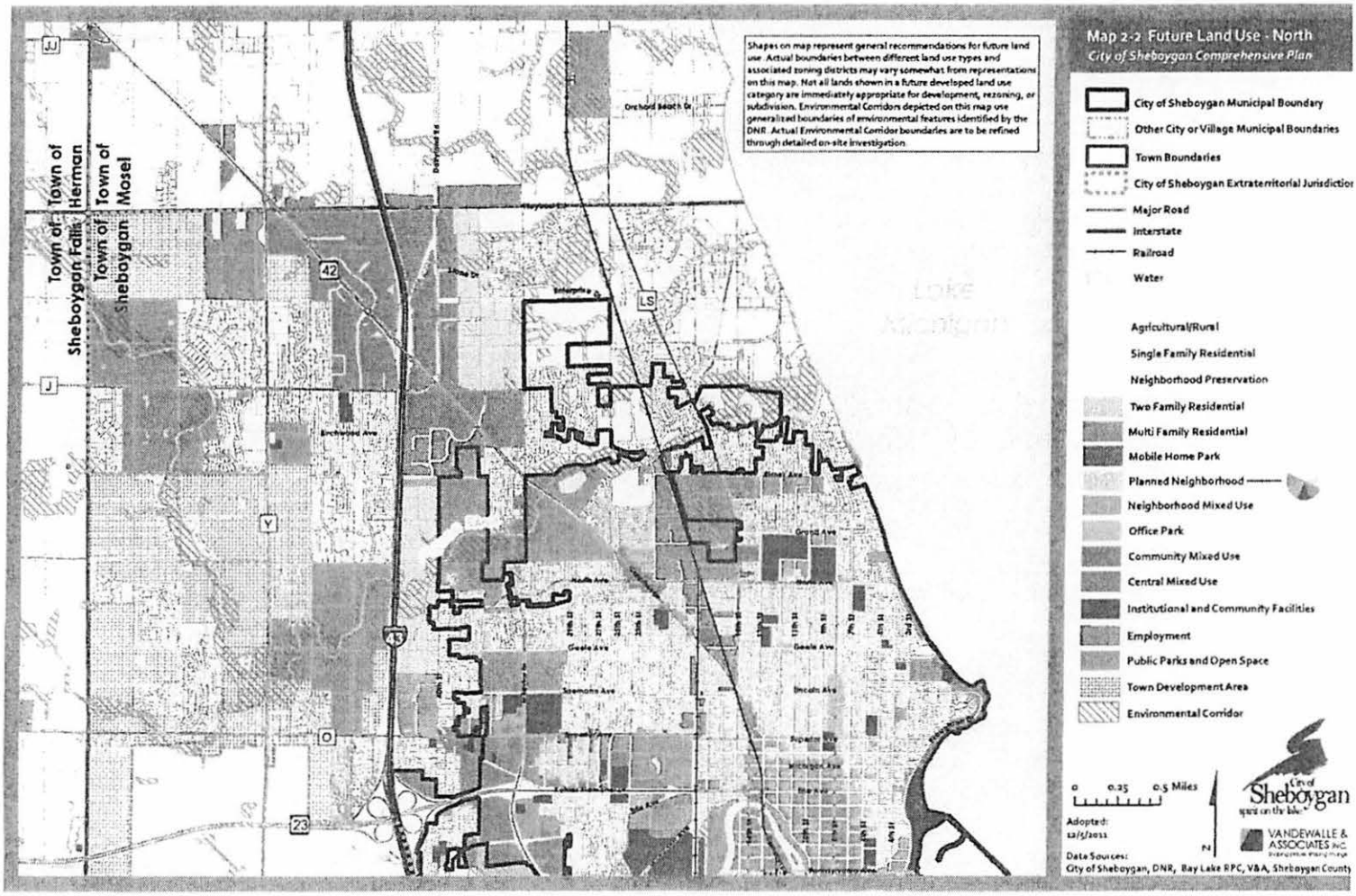
NR - NEIGHBORHOOD RESIDENTIAL

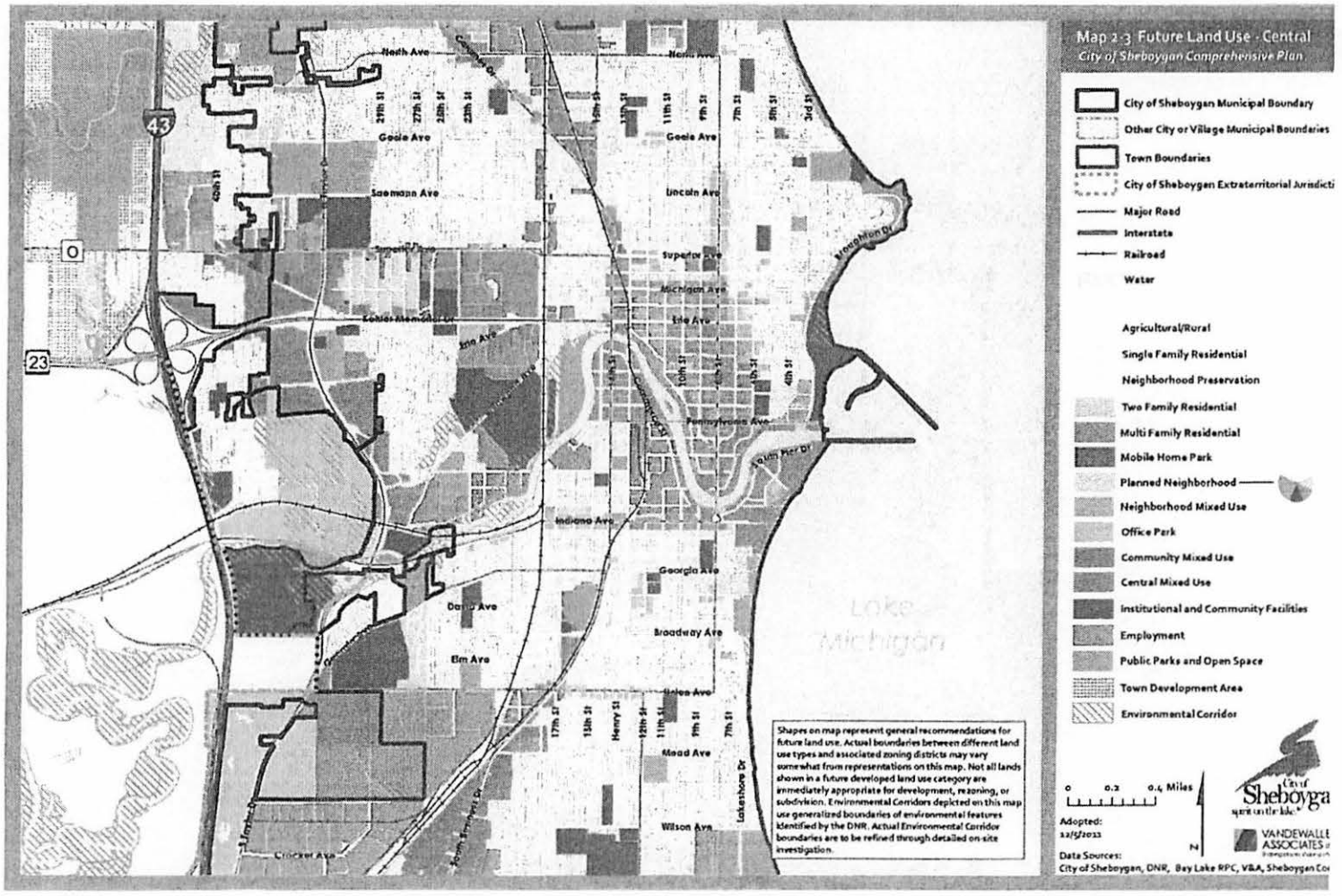
SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan


Map 2-2 Future Land Use - North
City of Sheboygan Comprehensive Plan
Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.
Town of Sheboygan Falls
Town of Herman
Town of Sheboygan
Town of Mosel
City of Sheboygan Municipal Boundary
Other City or Village Municipal Boundaries
Town Boundaries
City of Sheboygan Extraterritorial Jurisdiction
Major Road
Interstate
Railroad
Water
Agricultural/Rural
Single Family Residential
Neighborhood Preservation
Two Family Residential
Multi Family Residential
Mobile Home Park
Planned Neighborhood
Neighborhood Mixed Use
Office Park
Community Mixed Use
Central Mixed Use
Institutional and Community Facilities
Employment
Public Parks and Open Space
Town Development Area
Environmental Corridor
0 0.25 0.5 Miles
Adopted:
12/5/2011
Data Sources:
City of Sheboygan, DNR, Bay Lake RPC, V&A, Shboygan County
City of Sheboygan
VANDEWALLE & ASSOCIATES INC.


Map 2-3 Future Land Use - Central
City of Sheboygan Comprehensive Plan
City of Sheboygan Municipal Boundary
Other City or Village Municipal Boundaries
Town Boundaries
City of Sheboygan Extraterritorial Jurisdicti
Major Road
Interstate
Railroad
Water
Agricultural/Rural
Single Family Residential
Neighborhood Preservation
Two Family Residential
Multi Family Residential
Mobile Home Park
Planned Neighborhood
Neighborhood Mixed Use
Office Park
Community Mixed Use
Central Mixed Use
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Town Development Area
Environmental Corridor
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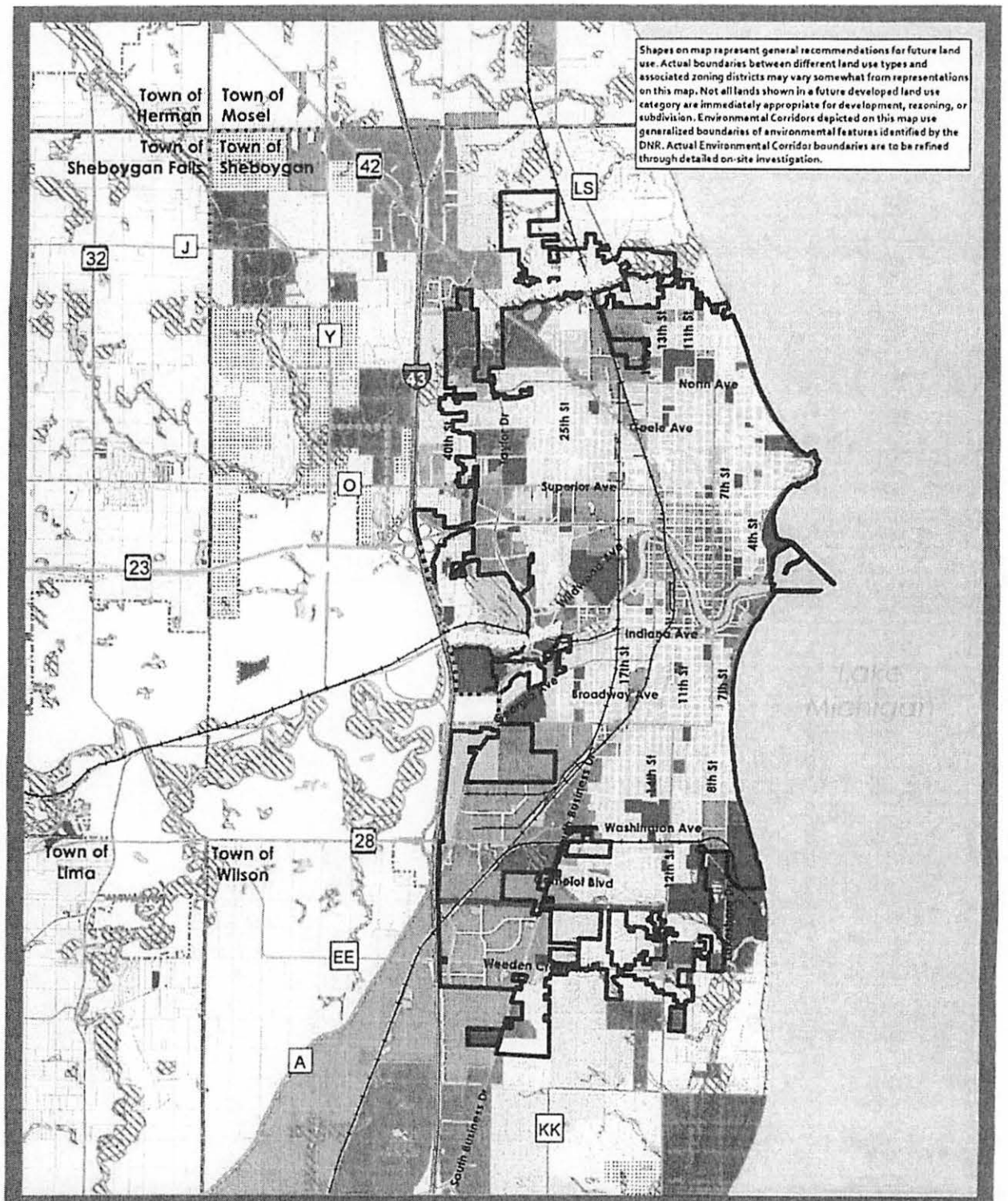
0 0.2 0.4 Miles
Adopted:
12/5/2022
Data Sources:
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan Co
Lake Michigan
North Ave
Goeke Ave
Saemann Ave
Superior Ave
Michigan Ave
Erie Ave
Pennsylvania Ave
Indiana Ave
Georgia Ave
Dana Ave
Elm Ave
Broadway Ave
Union Ave
Mead Ave
Wilson Ave
Cricket Ave
Lincoln Ave
Washington Dr
Salem Mem Dr
Lakeshore Dr
43
23
O



Map 2-1 Future Land Use *City of Sheboygan Comprehensive Plan*

- City of Sheboygan Municipal Boundary
- Other City or Village Municipal Boundaries
- Town Boundaries
- City of Sheboygan Extraterritorial Jurisdiction
- Major Road
- Interstate
- Railroad
- Water
- Agricultural/Rural
- Single Family Residential
- Neighborhood Preservation
- Two Family Residential
- Multi Family Residential
- Mobile Home Park
- Planned Neighborhood
- Neighborhood Mixed Use
- Office Park
- Community Mixed Use
- Central Mixed Use
- Institutional and Community Facilities
- Employment
- Public Parks and Open Space
- Town Development Area
- Environmental Corridor

0 0.25 0.5 1 Miles

N

City of Sheboygan

Adopted: 12/5/2011

VANDEWALLE & ASSOCIATES INC.

Data Sources: City of Sheboygan, DNR, V&A, Bay Lake RPC, Sheboygan County

City of
Sheboygan
spirit on the lake.

March 6, 2015

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan's Comprehensive Plan Future Land Use Map to change the Land Use Classification of property located at 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities Classifications. A copy of the proposed amendment may be inspected or a copy obtained in the office of the City Clerk, 828 Center Ave., Suite 100, Sheboygan, WI, Monday-Friday, 8 a.m. to 5 p.m

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

Yours very truly,

Susan Richards

SUSAN RICHARDS
City Clerk
City of Sheboygan

CITY CLERK'S OFFICE

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

920/459-3361
FAX 920/459-2917

WEB: CI.SHEBOYGAN.WI.US

Pid	Legal Description	Situs Full	Situs City	Name1
59281627724				
59281621287	SEC 16 T15N R23E NW1/4 SE1/4 EXC THAT PRT DESC AS FOLLOWS: COM AT NW COR SE 1/4 SEC 16, TH N 89*09'34" E ALG N LN SE 1/4 666.39',			
59281631481	TH?????252		CITY OF SHEBOYGAN	SHEB AREA SCHOOL DIST
59281610695	FOEMMELS SUBD LOT 2	1724 N. 34TH ST.	CITY OF SHEBOYGAN	FICK, WALTER E.
59281618780	GRACELAND SUBD NO 21 LOT 2 BLOCK 38 EXCEPT THE W 2.85' THEREOF	1724 N. 35TH ST.	CITY OF SHEBOYGAN	FISHER, BRUCE W
59281618770	GRACELAND SUBD NO 21 LOT 1 BLOCK 38 EXCEPT THE W 2.85' THEREOF	1730 N. 35TH ST.	CITY OF SHEBOYGAN	KATH, TERRY W.
59281619265	GRACELAND SUBD NO 24 LOT 11 BLK 45	2110 N. 36TH ST.	CITY OF SHEBOYGAN	UNTERFENGER, PAUL J
59281617870	GRACELAND SUBD NO 19 LOT 7 & E 15' OF LOT 8 BLK 33	2206 N. 35TH ST.	CITY OF SHEBOYGAN	WEBER, PAUL J
59281617670	GRACELAND SUBD NO 19 LOT 21 BLK 32	2207 N. 35TH ST.	CITY OF SHEBOYGAN	HENKE, SANDRA J.
59281617910	GRACELAND SUBD NO 19 W 7' OF LOT 10 & ALL OF LOT 11 BLK 33	2207 N. 36TH ST.	CITY OF SHEBOYGAN	RAEDER, HAROLD
59281617640	GRACELAND SUBD NO 19 LOT 18 BLK 32	2208 N. 34TH ST.	CITY OF SHEBOYGAN	LARSON, ARTHUR R.
59281618150	GRACELAND SUBD NO 19 N 65' OF LOT 18 BLK 34	2210 N. 36TH ST.	CITY OF SHEBOYGAN	SAZAMA, RYAN J.
59281631471	SEC 16 T15N R23E PRT OF SE NW SEC 16 DESC AS: COM AT NE COR LOT 6 BLK 31 OF GRACELAND SUBD NO 18, TH S-00-DEG-08'W 230.95' TO SE COR????	2214 N TAYLOR DR	CITY OF SHEBOYGAN	WIS POWER & LIGHT CO
59281615610	GRACELAND SUBD NO 14 LOT 2 BLK 28	3146 GEELE AVE	CITY OF SHEBOYGAN	NAUSCHULTZ, ARLENE E
59281615600	GRACELAND SUBD NO 14 LOT 1 BLK 28	3152 GEELE AVE	CITY OF SHEBOYGAN	HORVAT, ALEX JR. &
59281631511	LOT 1 CSM V 8 P 270 #1177384 - PRT NE SW, SEC 16.	3212 SAEMANN AVE	CITY OF SHEBOYGAN	MILWAUKEE B'NAI B'RITH
59281631530	SEC 16 T15N R23E PRT OF SE SW SEC 16 DESC AS: COM AT NE COR SD 1/4, TH S- 88-DEG-54'-26"W 661.21', TH S-00-DEG-07'-09"W 655.8', TH N??a?	3215 SAEMANN AVE	CITY OF SHEBOYGAN	EBENEZER UNITED CHURCH
59281616940	GRACELAND SUBD NO 18 LOT 5 BLK 31	3230 GEELE AVE	CITY OF SHEBOYGAN	MERRILL, KENNETH M.

Name2	Own Num	Own Dir	Own Street	Owners City	Owners State	Owners Zip
	830		VIRGINIA	SHEBOYGAN	WI	53081-4427
& TRACY L.	1724	N	34TH	SHEBOYGAN	WI	53081-1887
FISHER, CYNTHIA M	1724	N	35TH	SHEBOYGAN	WI	53081-1807
& MARLENE F.	3507		SAEMANN	SHEBOYGAN	WI	53081-1844
	2110	N	36TH	SHEBOYGAN	WI	53081-1505
	2206	N	35TH	SHEBOYGAN	WI	53083-4301
	2207	N	35TH	SHEBOYGAN	WI	53083-4302
RAEDER, LAURA S	N6152		RIVERVIEW	PLYMOUTH	WI	53073-3502
& VICKI R.	2208	N	34TH	SHEBOYGAN	WI	53083-4305
	2210	N	36TH	SHEBOYGAN	WI	53083-3525
	824	S	8TH	SHEBOYGAN	WI	53081-4410
	1117		LOS ANGELES	SHEBOYGAN	WI	53083-4844
HENSHAW-HORVAT, JESSICA	3152		GEELE	SHEBOYGAN	WI	53083-4349
NON-PROFIT HOUSING CORP	4455	W	BRADLEY	MILWAUKEE	WI	00005-3223
OF CHRIST	3215		SAEMANN	SHEBOYGAN	WI	53081-1838
& KIMBERLY A.	3230		GEELE	SHEBOYGAN	WI	53083-4351

59281616930	GRACELAND SUBD NO 18 LOT 4 BLK 31	3302 GEELE AVE	CITY OF SHEBOYGAN	HANG, THOM
59281616920	GRACELAND SUBD NO 18 LOT 3 BLK 31	3308 GEELE AVE	CITY OF SHEBOYGAN	MAAS, DARYL J
59281616910	GRACELAND SUBD NO 18 LOT 2 BLK 31	3314 GEELE AVE	CITY OF SHEBOYGAN	STEFFENSMEIER, DENNIS F.
59281616900	GRACELAND SUBD NO 18 LOT 1 BLK 31	3320 GEELE AVE	CITY OF SHEBOYGAN	BRAESCH, MATTHEW S.
59281610693	FOEMMELS SUBD LOT 1	3405 SAEMANN AVE	CITY OF SHEBOYGAN	MEDINGER, JOSEPH E
59281617650	GRACELAND SUBD NO 19 LOT 19 BLK 32	3410 GEELE AVE	CITY OF SHEBOYGAN	DENK, JOSEPH E. SR.
59281618610	GRACELAND SUBD NO 21 ALL OF LOT 1 AND THE N 12' OF LOT 2 BLOCK 36	3413 SAEMANN AVE	CITY OF SHEBOYGAN	CRAM, KEITH A &
59281617660	GRACELAND SUBD NO 19 LOT 20 BLK 32	3416 GEELE AVE	CITY OF SHEBOYGAN	GORDANIER, JACKIE
59281617880	GRACELAND SUBD NO 19 W 45' OF LOT 8 & E 40' OF LOT 9 BLK 33	3514 GEELE AVE	CITY OF SHEBOYGAN	TYLER, HERBERT R.
59281619010	GRACELAND SUBD NO 23 LOT 20 BLOCK 38, & THE W 2.85' OF LOTS 1 & 2 BLOCK 38 OF GRACELAND SUBD. NO. 21	3519 SAEMANN AVE	CITY OF SHEBOYGAN	LAHRACHE, ABDELILLAH
59281617900	GRACELAND SUBD NO 19 W 25' OF LOT 9 & E 53' OF LOT 10 BLK 33	3520 GEELE AVE	CITY OF SHEBOYGAN	KIND, THOMAS L & DAWN MU
59281619250	GRACELAND SUBD NO 24 LOT 8 BLK 45	3603 GEELE AVE	CITY OF SHEBOYGAN	DIENER, ROBERT F.
59281619030	GRACELAND SUBD NO 23 LOT 4 BLK 41	3603 SAEMANN AVE	CITY OF SHEBOYGAN	SCHUESSLER, GREGG L. &
59281618160	GRACELAND SUBD NO 19 LOT 18 EXCEPT N 65', & ALL OF LOT 19 BLK 34	3606 GEELE AVE	CITY OF SHEBOYGAN	GOOSEN, RONALD

	3302	GEELE	SHEBOYGAN	WI	53083-4353
	195	COUNTY ROAD D	BELGIUM	WI	53004-9723
	3314	GEELE	SHEBOYGAN	WI	53083-4353
& MELISSA R.	3320	GEELE	SHEBOYGAN	WI	53083-4353
	3405	SAEMANN	SHEBOYGAN	WI	53081-1842
& JOAN B.	3410	GEELE	SHEBOYGAN	WI	53083-4355
CRAM, TERRANCE R	N6990	RIVERWOODS	SHEBOYGAN	WI	53083-1618
	3416	GEELE	SHEBOYGAN	WI	53083-4355
	3514	GEELE	SHEBOYGAN	WI	53083-4357
LAHRACHE, TAOUFIK	1305	CAMDEN	WAUKESHA	WI	53186-6847
	3402 N	28TH	SHEBOYGAN	WI	53083-2705
	4029 N	47TH	SHEBOYGAN	WI	53083-2554
CHRISTIAN, SHERYL L.	3603	SAEMANN	SHEBOYGAN	WI	53081-1846
	3606	GEELE	SHEBOYGAN	WI	53083-3539

Richards, Susan

From: Sokolowski, Steve
Sent: Thursday, February 26, 2015 4:04 PM
To: Richards, Susan
Subject: Comp Plan Notice Letter - Addresses for Bay-Lake Regional Plan Commission and DOA

Bay-Lake Regional Planning Commission
425 S. Adams Street, Suite 201
Green Bay, WI 54301
P: (920) 448-2820
F: (920) 448-2823
info@baylakerpc.org

http://www.baylakerpc.org/

State of Wisconsin Department of Administration
Mailing Address
PO 7864
Madison, WI 53707-7864

http://www.doa.state.wi.us/Divisions/Contact-DOA

I

Hearing No. ____ - 14 - 15. April 8, 2015.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

Property located at 3306 Saemann Ave.

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40"W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34"W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54"E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34"E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

All interested persons will now be heard.

Publish - March 15 and 22, 2015.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., April 8, 2015, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

Property located at 3306 Saemann Ave.:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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SUSAN RICHARDS
City Clerk

City of
Sheboygan
spirit on the lake.

March 19, 2015

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., April 8, 2015, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of the following described property from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

Property located at 3306 Saemann Ave:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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

Yours very truly,

Susan Richards

SUSAN RICHARDS
City Clerk
City of Sheboygan

CITY CLERK'S OFFICE

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

920/459-3361
FAX 920/459-2917

WEB: CI.SHEBOYGAN.WI.US

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 1 OF 2 FOR VICINITY MAP

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

NR - NEIGHBORHOOD RESIDENTIAL

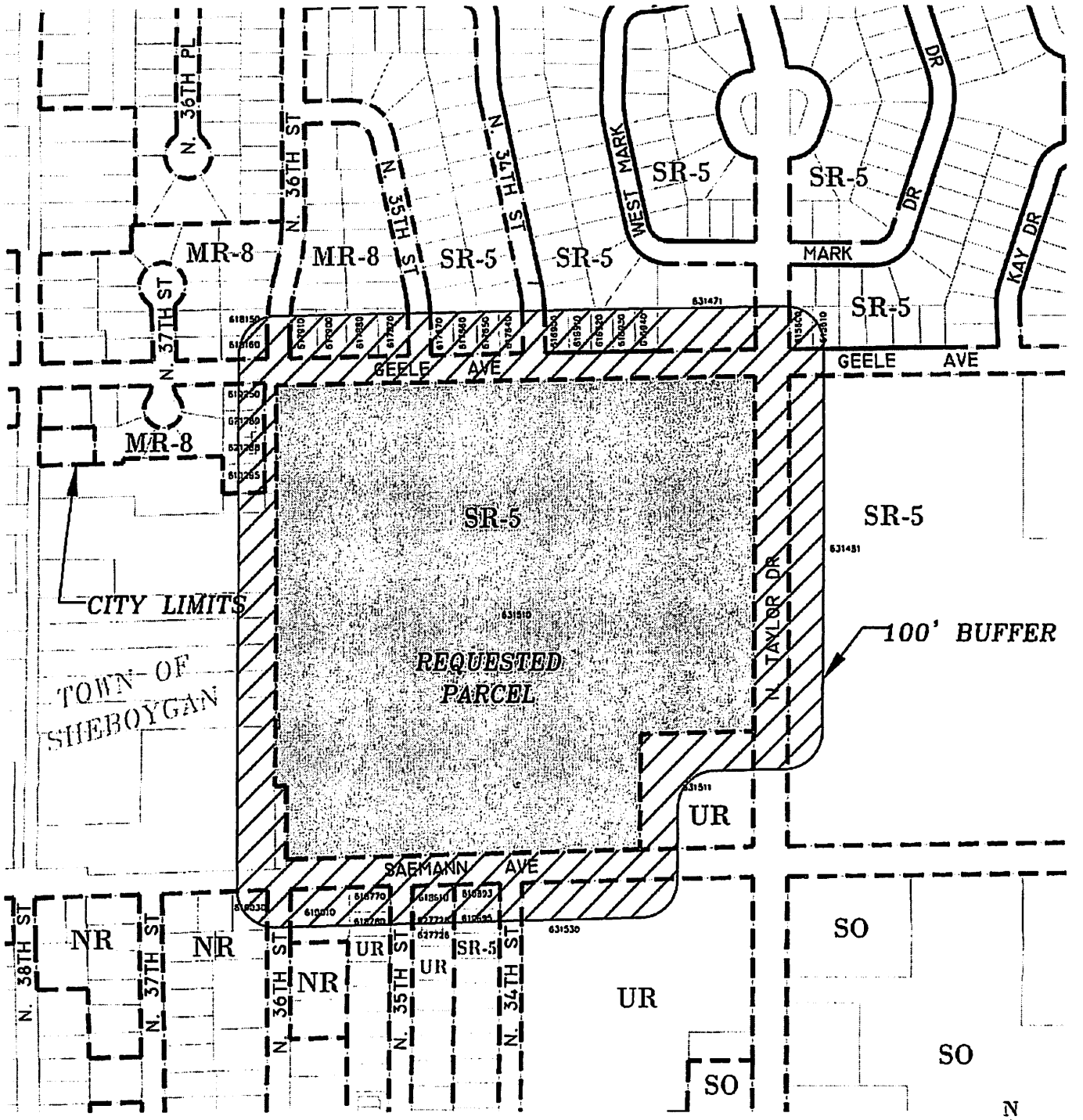
SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.
SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches
1" = 400'

N W E S

Pid	Legal Description	Situs Full	Situs City	Name1
59281627724				
59281621287	SEC 16 T15N R23E NW1/4 SE1/4 EXC THAT PRT DESC AS FOLLOWS: COM AT NW COR SE 1/4 SEC 16, TH N 89*09'34" E ALG N LN SE 1/4 666.39',			
59281631481	TH?????252		CITY OF SHEBOYGAN	SHEB AREA SCHOOL DIST
59281610695	FOEMMELS SUBD LOT 2	1724 N. 34TH ST.	CITY OF SHEBOYGAN	FICK, WALTER E.
59281618780	GRACELAND SUBD NO 21 LOT 2 BLOCK 38 EXCEPT THE W 2.85' THEREOF	1724 N. 35TH ST.	CITY OF SHEBOYGAN	FISHER, BRUCE W
59281618770	GRACELAND SUBD NO 21 LOT 1 BLOCK 38 EXCEPT THE W 2.85' THEREOF	1730 N. 35TH ST.	CITY OF SHEBOYGAN	KATH, TERRY W.
59281619265	GRACELAND SUBD NO 24 LOT 11 BLK 45	2110 N. 36TH ST.	CITY OF SHEBOYGAN	UNTERFENGER, PAUL J
59281617870	GRACELAND SUBD NO 19 LOT 7 & E 15' OF LOT 8 BLK 33	2206 N. 35TH ST.	CITY OF SHEBOYGAN	WEBER, PAUL J
59281617670	GRACELAND SUBD NO 19 LOT 21 BLK 32	2207 N. 35TH ST.	CITY OF SHEBOYGAN	HENKE, SANDRA J.
59281617910	GRACELAND SUBD NO 19 W 7' OF LOT 10 & ALL OF LOT 11 BLK 33	2207 N. 36TH ST.	CITY OF SHEBOYGAN	RAEDER, HAROLD
59281617640	GRACELAND SUBD NO 19 LOT 18 BLK 32	2208 N. 34TH ST.	CITY OF SHEBOYGAN	LARSON, ARTHUR R.
59281618150	GRACELAND SUBD NO 19 N 65' OF LOT 18 BLK 34	2210 N. 36TH ST.	CITY OF SHEBOYGAN	SAZAMA, RYAN J.
59281631471	SEC 16 T15N R23E PRT OF SE NW SEC 16 DESC AS: COM AT NE COR LOT 6 BLK 31 OF GRACELAND SUBD NO 18, TH S-00-DEG-08'W 230.95' TO SE COR????	2214 N TAYLOR DR	CITY OF SHEBOYGAN	WIS POWER & LIGHT CO
59281615610	GRACELAND SUBD NO 14 LOT 2 BLK 28	3146 GEELE AVE	CITY OF SHEBOYGAN	NAUSCHULTZ, ARLENE E
59281615600	GRACELAND SUBD NO 14 LOT 1 BLK 28	3152 GEELE AVE	CITY OF SHEBOYGAN	HORVAT, ALEX JR. &
59281631511	LOT 1 CSM V 8 P 270 #1177384 - PRT NE SW, SEC 16.	3212 SAEMANN AVE	CITY OF SHEBOYGAN	MILWAUKEE B'NAI B'RITH
59281631530	SEC 16 T15N R23E PRT OF SE SW SEC 16 DESC AS: COM AT NE COR SD 1/4, TH S- 88-DEG-54'-26"W 661.21', TH S-00-DEG-07'-09"W 655.8', TH N??â?	3215 SAEMANN AVE	CITY OF SHEBOYGAN	EBENEZER UNITED CHURCH
59281616940	GRACELAND SUBD NO 18 LOT 5 BLK 31	3230 GEELE AVE	CITY OF SHEBOYGAN	MERRILL, KENNETH M.

Name2	Own Num	Own Dir	Own Street	Owners City	Owners State	Owners Zip
	830		VIRGINIA	SHEBOYGAN	WI	53081-4427
& TRACY L.	1724	N	34TH	SHEBOYGAN	WI	53081-1887
FISHER, CYNTHIA M	1724	N	35TH	SHEBOYGAN	WI	53081-1807
& MARLENE F.	3507		SAEMANN	SHEBOYGAN	WI	53081-1844
	2110	N	36TH	SHEBOYGAN	WI	53081-1505
	2206	N	35TH	SHEBOYGAN	WI	53083-4301
	2207	N	35TH	SHEBOYGAN	WI	53083-4302
RAEDER, LAURA S	N6152		RIVERVIEW	PLYMOUTH	WI	53073-3502
& VICKI R.	2208	N	34TH	SHEBOYGAN	WI	53083-4305
	2210	N	36TH	SHEBOYGAN	WI	53083-3525
	824	S	8TH	SHEBOYGAN	WI	53081-4410
	1117		LOS ANGELES	SHEBOYGAN	WI	53083-4844
HENSHAW-HORVAT, JESSICA	3152		GEELE	SHEBOYGAN	WI	53083-4349
NON-PROFIT HOUSING CORP	4455	W	BRADLEY	MILWAUKEE	WI	00005-3223
OF CHRIST	3215		SAEMANN	SHEBOYGAN	WI	53081-1838
& KIMBERLY A.	3230		GEELE	SHEBOYGAN	WI	53083-4351

59281616930	GRACELAND SUBD NO 18 LOT 4 BLK 31	3302 GEELE AVE	CITY OF SHEBOYGAN	HANG, THOM
59281616920	GRACELAND SUBD NO 18 LOT 3 BLK 31	3308 GEELE AVE	CITY OF SHEBOYGAN	MAAS, DARYL J
59281616910	GRACELAND SUBD NO 18 LOT 2 BLK 31	3314 GEELE AVE	CITY OF SHEBOYGAN	STEFFENSMEIER, DENNIS F.
59281616900	GRACELAND SUBD NO 18 LOT 1 BLK 31	3320 GEELE AVE	CITY OF SHEBOYGAN	BRAESCH, MATTHEW S.
59281610693	FOEMMELS SUBD LOT 1	3405 SAEMANN AVE	CITY OF SHEBOYGAN	MEDINGER, JOSEPH E
59281617650	GRACELAND SUBD NO 19 LOT 19 BLK 32	3410 GEELE AVE	CITY OF SHEBOYGAN	DENK, JOSEPH E. SR.
59281618610	GRACELAND SUBD NO 21 ALL OF LOT 1 AND THE N 12' OF LOT 2 BLOCK 36	3413 SAEMANN AVE	CITY OF SHEBOYGAN	CRAM, KEITH A &
59281617660	GRACELAND SUBD NO 19 LOT 20 BLK 32	3416 GEELE AVE	CITY OF SHEBOYGAN	GORDANIER, JACKIE
59281617880	GRACELAND SUBD NO 19 W 45' OF LOT 8 & E 40' OF LOT 9 BLK 33	3514 GEELE AVE	CITY OF SHEBOYGAN	TYLER, HERBERT R.
59281619010	GRACELAND SUBD NO 23 LOT 20 BLOCK 38, & THE W 2.85' OF LOTS 1 & 2 BLOCK 38 OF GRACELAND SUBD. NO. 21	3519 SAEMANN AVE	CITY OF SHEBOYGAN	LAHRACHE, ABDELILLAH
59281617900	GRACELAND SUBD NO 19 W 25' OF LOT 9 & E 53' OF LOT 10 BLK 33	3520 GEELE AVE	CITY OF SHEBOYGAN	KIND, THOMAS L & DAWN MU
59281619250	GRACELAND SUBD NO 24 LOT 8 BLK 45	3603 GEELE AVE	CITY OF SHEBOYGAN	DIENER, ROBERT F.
59281619030	GRACELAND SUBD NO 23 LOT 4 BLK 41	3603 SAEMANN AVE	CITY OF SHEBOYGAN	SCHUESSLER, GREGG L. &
59281618160	GRACELAND SUBD NO 19 LOT 18 EXCEPT N 65', & ALL OF LOT 19 BLK 34	3606 GEELE AVE	CITY OF SHEBOYGAN	GOOSEN, RONALD

	3302	GEELE	SHEBOYGAN	WI	53083-4353
	195	COUNTY ROAD D	BELGIUM	WI	53004-9723
	3314	GEELE	SHEBOYGAN	WI	53083-4353
& MELISSA R.	3320	GEELE	SHEBOYGAN	WI	53083-4353
	3405	SAEMANN	SHEBOYGAN	WI	53081-1842
& JOAN B.	3410	GEELE	SHEBOYGAN	WI	53083-4355
CRAM, TERRANCE R	N6990	RIVERWOODS	SHEBOYGAN	WI	53083-1618
	3416	GEELE	SHEBOYGAN	WI	53083-4355
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LAHRACHE, TAOUFIK	1305	CAMDEN	WAUKESHA	WI	53186-6847
	3402 N	28TH	SHEBOYGAN	WI	53083-2705
	4029 N	47TH	SHEBOYGAN	WI	53083-2554
CHRISTIAN, SHERYL L.	3603	SAEMANN	SHEBOYGAN	WI	53081-1846
	3606	GEELE	SHEBOYGAN	WI	53083-3539

II

3.2

UPDATED COPY

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

Submitting various license applications.

Susan Richards
City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2015)

No.	Name	Address
2826	Earth 'N Oak	3824 Erie Ave.

TEMPORARY CLASS "B" BEER

No.	Name	Address
1382	St. Spyridon Greek Church	1425 S. 10th St. - three-day event to be Held 6/26/15 to 6/28/2015 at Deland Park.
3082	Ranieri's Dart Team	811 Indiana Ave. - one-day event to be held 4/19/15 to include parking lot.
1568	Immanuel Lutheran Congreg.	1634 Illinois Ave. - one-day event to be Held 6/14/15 to include parking lot.
3012	Northstar Mens Softball	4002 N. 8th St. - one-day event to be held 4/11/15 to include current premise and parking lot south of building.

TEMPORARY BEVERAGE OPERATOR LICENSE

No.	Name	Address
8164	Krause, Steven D.	2132 N. 26th St.

II

R. O. No. ____ - 14 - 15. By CITY PLAN COMMISSION. April 8, 2015.

Your Commission to whom was referred Res. No. 176-14-15 by Alderperson Belanger authorizing acceptance of 1515 N 11th Street from Sheboygan County to rehabilitate and re-sell to an owner occupied household; 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 Resolution.

Consent

Director of City Planning & Development

III

6.3

Res. No. 176 - 14 - 15. By Alderperson Belanger. March 16, 2015.

A RESOLUTION authorizing accepting 1515 N. 11th Street from Sheboygan County to rehabilitate and re-sell to an owner occupied household.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Housing Rehabilitation Program to renovate the property;

WHEREAS, Sheboygan County took ownership of this property through in-rem foreclosure proceedings;

WHEREAS, the City of Sheboygan agrees to Sheboygan County putting a mortgage for the amount of $20,500 against the property and then upon sale, the City pays the County back this amount and mortgage is released;

WHEREAS, the City agrees to follow, as closely as possible, the procedures outlined in the enclosed proposal for disposition of the property.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized to sign all documents necessary to transfer this property to the City of Sheboygan.

City Plan

John Belanger

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Proposal

For the acquisition and rehabilitation of County-owned foreclosures by the City of Sheboygan

Description

The City of Sheboygan is dedicated to the continued improvement and stability of the City's neighborhoods. Keeping attractive housing in good repair is essential to the health of the City, as is increasing rates of owner-occupancy. Partnering with Sheboygan County to acquire selected tax-foreclosed properties, which will be rehabilitated with CDBG Housing Rehabilitation funds, is a way for the City and the County to take an active role and interest in the revitalization of Sheboygan neighborhoods.

This proposal will utilize CDBG funds and will help Sheboygan better achieve the CDBG National Objectives of providing affordable housing to low and moderate income households as well as reducing blight. The City of Sheboygan currently runs a revolving Housing Rehabilitation Loan Program that allows the City to loan CDBG funds to homeowners and owner/investors to be used in the rehabilitation of their property. The utilization of CDBG funds for the rehabilitation of county-owned foreclosures will allow the City to expand its current housing rehabilitation efforts by targeting specific neighborhoods for revitalization, and by creating new homeownership opportunities for low and moderate income families.

Through these efforts the City will not only create safe and affordable housing and rehabilitate blighted properties, but the County will recoup back taxes through the sale of the property after renovation. The City will partner with a real estate agent to ensure the rehabilitated properties are marketed and sold at as close to market value as possible. After the sale of each property, the first priority will be to pay any owed taxes to the County, and then the remaining money will be used to repay the CDBG Housing Rehabilitation fund for the cost of the renovation. Any remaining money from the sale will be set aside, in a new fund, and utilized for future housing renovations by the City.

Goal

To rehabilitate and re-sell foreclosed properties, creating safe and attractive owner-occupied homes that will increase value and stability in Sheboygan's neighborhoods.

- Reduce the number of vacant houses in the City
- Improve the condition and appearance of Sheboygan homes and neighborhoods
- Offer more opportunities for safe and affordable housing
- Increase owner-occupation

Process

Step 1: Select homes to be rehabilitated

Using the list of County-owned foreclosures, the City will select homes based on multiple criteria. The home must be in a HUD determined LMI area. The amount of back taxes, along with the assessed value of

the home and the amount of repairs needed will be considered. The location of the home will be a factor, as this will affect re-sale of the home.

Step 2: Obtain selected homes from the County Treasurer

The City and County will reach an agreement that will allow the City to become the owner of the property. Example: the County sells the foreclosed property to the City for $1.00, knowing that any back taxes owed to the County will be paid with the sale of the home.

Step 3: Determine the needed renovations and available budget

City Building Inspectors, along with City Development, will determine the repairs and renovations needed on the property. Repairing any code violations and bringing the home up to minimum housing standards will take priority, and any remaining budgeted funds will be used for cosmetic updates. The City shall follow all state and federal requirements including the completion of a lead-based paint inspections and repairs as deemed necessary.

Step 4: Complete needed renovations with General Contractor

The City will hire a General Contractor who will be responsible for completing the determined renovations. The General Contractor will be responsible for the hiring and oversight of any needed sub-contractors. City Building Inspectors will complete a final inspection of each property before it is deemed complete and ready for sale. If a property was a multi-family unit in the past, the City will work to convert the property to a single-family unit as part of the improvements.

Step 5: Sell the home with Real Estate Agent

The City will hire a Real Estate Agent to list and market the home for sale. Working with an agent will increase the probability that the home will sell for market value. The goal is to sell the property to an owner-occupied family.

Step 6: Allocate funds from the sale to the appropriate parties

After the home is sold the money from the sale will be used in this order:

1. Pay all back taxes to the County Treasurer.
2. Repay the CDBG Housing Rehab fund for the cost of the renovation.
3. Place remaining funds in a separate fund to be used for future projects in qualified neighborhoods.

VI

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

Your Committee to whom was referred the following:

1. R. O. No. 171-13-14 by the City Clerk submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of S. 15th St. and Illinois Ave.; and

2. R. O. No. 153-14-15 by the City Clerk submitting a Claim for Injuries in the matter of the Kathleen Nickel for alleged injuries when she fell on an uneven sidewalk (claim #9-13);

recommends that the documents be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.1

R. O. No. 171 - 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of South 15th Street and Illinois Ave.

Finance

law

file

Susan Richards
City Clerk

9-13

NOTICE OF CIRCUMSTANCES OF CLAIM

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

PLEASE TAKE NOTICE that Kathleen Nickel, who resides at 808 South 16th Street, Sheboygan, Wisconsin, 53081, by her attorneys, HABUSH HABUSH & ROTTIER S.C.®, pursuant to Section 893.80(1)(a), Wisconsin Statutes, does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained by Kathleen Nickel on June 8, 2013, as the result of falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th and Illinois Streets, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the City of Sheboygan, through its employees, agents and representatives, who inspected this area of Sheboygan prior to June 8, 2013, and issued numerous citations to residents of this neighborhood but failed to mark the sidewalk with bright paint to indicate dangerous conditions and the need for repairs.

Dated at Sheboygan, Wisconsin, this 20th day of August, 2013.

Witness:

Michelle Dardje

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Claimant

By: Christine D. Esser

Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

PLEASE SERVE NOTICES WITH REGARD TO THIS NOTICE ON:

HABUSH HABUSH & ROTTIER S.C.®
1011 South 8th Street
Sheboygan, WI 53081

SHEBOYGAN COUNTY, WISCONSIN

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

CHRISTINE D. ESSER, being first duly sworn on oath deposes and says: She is one of the attorneys for the claimant in the attached Notice of Circumstances of Claim; she has read the Notice of Circumstances of Claim, knows the contents thereof and the same is true to her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of his knowledge is information and statements from the claimant together with claimant's records.

Christine D. Esser

Subscribed and sworn to before me
this 20 day of August, 2013.

Michelle L. Dantje
Notary Public, State of Wisconsin
My Commission expires: 11/8/15

9-5

9:51pm

II

3.3

R. O. No. 153 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a Claim for Injuries in the matter of the Kathleen Nickel for alleged injuries when she fell on an uneven sidewalk (Claim #9-13).

Finance
goes with
RC 351
file 4/8/15

Susan Richards
City Clerk

Claim #9-13

LS Schroeder

SEP 17'14 PM 3:42

CLAIM FOR INJURIES

TO: **CITY OF SHEBOYGAN**
c/o Sharon Richards, City Clerk
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN
DEPARTMENT OF ENGINEERING
c/o Ryan Sazama, P.E., AIA, City Engineer
2026 New Jersey Avenue
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Kathleen Nickel, who resides at 808 South 16th Street, Sheboygan, Wisconsin, 53081, by her attorneys, HABUSH HABUSH & ROTTIER S.C.®, does hereby make claim against you for damages arising out of the personal injuries sustained by Kathleen Nickel on June 8, 2013, as the result of falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th Street and Illinois Street, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the City of Sheboygan and the City of Sheboygan Department of Engineering, by their employees, agents and representatives.

As a result of the negligence on the part of the City of Sheboygan and City of Sheboygan Department of Engineering, by their employees, agents and representatives, Kathleen Nickel sustained permanent injuries and damages, including pain, suffering, and loss of enjoyment of life, medical expenses, and other compensable injuries.

By reason of the negligence on the part of the City of Sheboygan and the City of Sheboygan Department of Engineering, by their employees, agents and representatives, Kathleen Nickel, demands damages from you in the amount of $8,000.00.

Dated at Sheboygan, Wisconsin, this 5th day of September, 2014.

Witness:

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Claimants

By:

Christine D. Esser
State Bar No. 1024659
cesser@habush.com

PLEASE SERVE ALL NOTICES WITH REGARD TO THIS CLAIM ON:

HABUSH HABUSH & ROTTIER S.C.®
1011 South 8th Street
Sheboygan, WI 53081
(920) 459-8000

SHEBOYGAN COUNTY, WISCONSIN

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

CHRISTINE D. ESSER, being first duly sworn on oath, deposes and says: She is one of the attorneys for the claimant in the attached Claim for Injuries; she has read the Claim for Injuries, knows the contents thereof, and the same is true of her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of her knowledge is information and statements from the claimant together with claimant's records.

Christine D. Esser

Subscribed and sworn to before me
this 5th day of September, 2014.

Notary Public, State of Wisconsin
My Commission expires 11/8/15

Michelle L. Dontje Notary Public State of Wisconsin

Habush Habush & Rottier S.C.®

ATTORNEYS AT LAW

1011 South 8th Street
Sheboygan, Wisconsin 53081
920/459-8000 • Fax 920/452-3080
www.habush.com

SHEBOYGAN
•Laurence J. Fehring
•Christine D. Esser
APPLETON
920/738-0900
•Craig A. Christensen
Joseph M. Troy
Jacob R. Reis
GREEN BAY
920/437-0900
•Ralph J. Tease, Jr.
•Edward J. Vopal
Byron B. Conway
MILWAUKEE
414/271-0900
Jesse J. Habush (1930-1983)
•Robert L. Habush
•Mark S. Young
•Laurence J. Fehring
Colleen B. Beaman
•Timothy S. Trecek
Jodi L. Habush *(of Counsel)*
•Robert L. Jaskulski
•Benjamin S. Wagner
Catherine T. Tully
WAUKESHA
262/523-4700
•Laurence J. Fehring
•James M. Fergal
Molly C. Lavin
•Douglas E. Swanson
Jesse B. Blocher
MADISON
608/255-6663
•Daniel A. Rottier
•James R. Jansen
Rhonda L. Lanford
Christopher E. Rogers
Jason Knutson
Eric J. Ryberg
RACINE
KENOSHA
LAKE GENEVA
Racine: 262/554-6200
Kenosha: 262/652-4900
Lake Geneva: 262/248-5200
•Steven T. Botzau
•Kristin M. Cafferty
•Christopher A. Duesing
RHINELANDER
STEVENS POINT
WAUSAU
Rhinelander: 715/365-1900
Stevens Point: 715/345-0004
Wausau: 715/842-4444
•D. James Weis
•Brenda K. Sunby
•Theresa B. Laughlin
Peter M. Young
WEST BEND
262/338-3540
•Timothy S. Trecek
•Robert L. Jaskulski

September 3, 2014

Charles Adams, Esq.
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4497

RE: Our Client: Kathleen A. Nickel
Date of Accident: 6/8/2013

Dear Mr. Adams:

Enclosed please find the following records and bills pertaining to the claim of our client, Kathleen A. Nickel:

DESCRIPTION	**CHARGES**
1. Photographs of Sidewalk	
2. Photographs of Injury	
3. Sidewalk Program Printout	
4. Google Earth Street View Photo	
5. St. Nicholas Hospital	
Records and bills dated 6/8-9/13	$2,710.65
IHC Emergency Physicians bill	$1,223.00
Green Bay Radiology bill	$106.00
6. Marsho Family Medical Group	
Bill dated 6/17/13	$149.00
TOTAL:	**$4,188.65**

On June 8, 2013, Kathleen was walking her dog on Illinois Avenue when she tripped and fell due to the uneven sidewalk. She had not walked that route with her dog prior to that day. As you can see from the photographs in Tab 1, the sidewalk is cracked, raised and sunken. Kathleen went to the emergency room, where a laceration to her face was closed with five stitches. Her pain worsened overnight and she went to the emergency room the following day, where x-rays confirmed she had a broken nose. She also sustained abrasions to her knee and hand. Photographs of her injury are attached at Tab 2.

According to the information provided on the City of Sheboygan's website [Tab 4], the City Sidewalk Replacement Program maintains the city's sidewalks in a safe condition. It is clear from the photographs at Tab 1 that the sidewalk is in desperate need of repair and is not safe.

On September 5, 2013, the Notice of Circumstances of Claim was served upon the city giving notice that Ms. Nickel sustained personal injuries due to "falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th and Illinois Streets, in the City of Sheboygan, County of Sheboygan, State of Wisconsin." We believe that City of Sheboygan employees inspected this area prior to June 8, 2013 and issued numerous citations to residents of this neighborhood but failed to mark the sidewalk with bright paint to indicate dangerous conditions and the need for repairs.

The information on the City's website further explains that "often times a certain hazardous area has been reported to our office, due to a trip or fall resulting in an injury". An attached photo from Google Earth street view [Tab 4] was taken in October of 2013. Missing from the photo are pink paint lines marking the hazardous area of sidewalk. As of the date of this letter, the sidewalk has still not been repaired despite notice that it is a hazardous area.

Kathleen Nickel would like to resolve her claim at this time. Please contact me after you have had a chance to review the enclosed materials so that we can move towards a prompt resolution of this claim.

Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

HABUSH HABUSH & ROTTIER S.C.®

Christine D. Esser

CDE/mld
Enclosures

CHEVROLET

VI

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

Your Committee to whom was referred the following:

1. R. C. No. 353-13-14 by Finance with the following attached:

   a. R. O. No. 238-13-14 by the City Clerk submitting a Summons and Complaint in the matter of Donald W. Keniston vs City of Sheboygan; and

   b. R. O. No. 330-13-14 by the City Clerk submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs Estate of Catherine A. Kober et al.;

recommends that the documents be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.6

R. C. No. 353 - 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

- R. O. No. 238-13-14 by the City Clerk submitting a Summons and Complaint in the matter of Donald W. Keniston vs City of Sheboygan et al.

- R. O. No. 330-13-14 by the City Clerk submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs Estate of Catherine A. Kober et al.

recommends that the documents be referred to the Finance Committee of the new Common Council.

Finance
new c.c.
file

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.5

R. O. No. 238- 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a Summons and Complaint in the matter of Donald W. Keniston vs. City of Sheboygan et al.

Finance

Susan Richards
City Clerk

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN CIRCUIT COURT- BRANCH_____ SHEBOYGAN COUNTY

JAN 16 '14 PM 4:26

Donald W Keniston

1429 South 11th Street

Sheboygan, Wisconsin, 53081

Process Server
Time 4:10 A.M. - P.M. Date 1/16/14
Served Upon Linda Schmidt
828 Center Avenue, Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

SHEBOYGAN COUNTY WISCONSIN
14 JAN 16 P12:30
CLERK CIRCUIT COURT FILED

Plaintiff

SUMMON
CASE CODE 30301
CASE NO 14CV0040

( ) CITY OF SHEBOYGAN, WI., & un-named Officials, office 828 Center St.,sheboygan, wi. 53081

( ) PATRICK EIRICH, office, 828 Center Ave., Sheboygan, wI., 53081 (residence unknown)

( ) CATHERINE Q. DELAHUNT office 1315 N 23rd St, Sheboygan, wi., 5081 (residence unknown)

( ) CHARLES A. ADAMS office 828 Center Ave, Sheboygan, Wi., 53081 (residence unknown)

Defendant

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

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

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in 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 ...., and to ...., Plaintiff's attorney, whose address is ..... You may have an attorney help or represent you.

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

Dated: 15 January, 2014)

Donald W. Keniston, plaintiff -- 920 287-7863

CLERK'S OFFICE
JAN 15 2004
03 PM 30

STATE OF WISCONSIN CIRCUIT COURT branch ___ SHEBOYGAN COUNTY

DONALD W. KENISTON,

1429 S 11th St,

sheboygan, Wi. 53081

Plaintiff

SHEBOYGAN COUNTY WISCONSIN
14 JAN 16 PM 3:30
CLERK CIRCUIT COURT FILED

CIVIL COMPLAINT

Case No 14CV0040

( ) CITY OF SHEBOYGAN, WI., and unnamed officials, Office, 828 Center Ave, Sheboygan, Wi

( ) PATRICK EIRICH office, 828 Center Ave, Sheboygan, wi., (residential address unknown)

( ) CATHERINE Q. DELAHUNT, Office, 1315 N 23 St, Sheboygan, wi (residential address unknown)

( ) CHARLES A. ADAMS Office, 828 Center Ave, Sheboygan, wi., (residential address unknown)

Co-defendents

I, the undersigned, DONALD W. KENISTON, residing at 1429 south 11th street, Sheboygan, Wi., 53081, do herewith make and file this complaint, charging the CITY OF SHEBOYGAN, WI., certain UNNAMED ELECTED AND/OR APPOINTED CITY OFFICIALS, and specifically naming PATRICK EIRICH, city Building inspector, CATHERINE Q. DELAHUNT, Judge of Municipal Court, and CHARLES A ADAMS. Assistant City Attorney, with various violations of the law and constitutions of the United States, and the State of Wisconsin. And alleging

COUNT 1 - VIOLATION OF CONSTITUTIONAL RIGHTS BY CITY OF SHEBOYGAN

That in 2006, and later updated to it's present form, the then sitting City council, in consort with other city officials did , in fact, conspire together to legislate and pass, and codifiy into law certain portions of the city municipal code, in direct violation of the first, fourth, and fourteenth amendments to the constitution, and article 1, Section 5 of the constitution of the state of Wisconsin-----and did therefore violate the constitutional rights of the Complainant. In that

- *Amendment 1 guarantees that no law shall be made which bridges the right of speach or expression. Sectons of both IBMC 304.02 and Municipal code 26.652 each and both, do precisely that as neither section depends on the severity of the charges, nor the determination that the conditions constitute a health or safety hazard, nor that the property is the site of criminal activity, but relies specifically on appearance. and arbitrary notions of protection of the property therefore, I have been deprived of my rights to freedom of expression regarding my own private property.

- *Amendment 4 guarantees the right of person to be secure in their persons, houses , papers, and effects but said City officials did specifically amend Section 301.2 of the IBMC to read as follows : (quote) "No person, shall use, occupy, own, or permit use of any structure or premises that does not comply with the requirements of this article". (unquote) Please note in particular "USE, OCCUPY, OWN" and further, did pass and codify into law, Section 26-652 (a) of the Municipal Code which is

nearly identical in scope. (Apparently, and ludicrously, if my mailbox needed painting, I must dispose of my house or property.) ----------THUS, in that I have been convicted of a violation of the Code, I WAS REQUIRED BY LAW TO VACATE AND SELL MY PROPERTY, which I have since done. And all suggestios of security in my person and houses has been destroyed.

- Amendment14 of the US constitution guarantees tNo state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; (1) The codification of IBMC 304.02 and Municipal code 26.652 does in fact abridge the plaintifs's rights and privileges with regards to Amendment- 1 of the constitution, Further, This amendment guarantees that no state shall deprive any person of life, liberty, or property, without due process of law; (2) Yet, the adoption of Section 301.2 of the IBMC did, in fact, deprive me of property without LEGITIMATE due process and further, this amendment also guarantees equal protection of the laws (3) The actions of The building inspector, in consort with other City officials the City did, in fact, deny the plaintif said protection. By virtue of ignoring appropriate proceedure, and denial of my right to trial by Jury as defined below, due process was suspended . I have thus been deprived of my property and moneys by unlawfull and unconstitutional means.

- Article 1, Section 5 of the the Wisconsin Constitution provides "The right of trial by jury shall remain inviolate, and shall extend to all cases at law without regard to the amount in controversy Yet the City of Sheboygan has apparently passed a law prohibiting it in Municipal court. And CATHERINE Q DELAHUNT did in fact, deny me such a right Thus, this is also a vilation of the 14th amendment.

* THE CITY OF SHEBOYGAN, WI., and/or certain City officials of said City, did defraud,. and conspire to defraud the plaintiff by their afore mentioned unconstitutional actions and their continuing prosecution of him under these sections of the Municipal Code,

COUNT 2 - VIOLATION OF THE 14th AMMENDMENT OF THE CONSTITUTION

Building Inspector PATRICK EIRICH, in concort with other City officials, and the urban developement league (apparenty regarding "the southside neighborhood revitlization strategy area) did in fact conspire to deny the plaintiff hereto his rights under ammendment 14 of the US Constitution regarding equal treatment under the law, by arbitrarily and specifically singling out his neighborhood for inspection, without subjecting all property owners and/or neigborhoods to the same scrutiny.

COUNT 3 - VIOLATION OF SECTION !-14 OF THE MUNICIPAL CODE

PATRICK EIRICH did, in fact, in his capacity as building inspector, initiate Citation I00074 , wherein he violated the law by failing to follow the requirements of the City's own rules for the contents of said Citation, specifically violating paragraphs (a)-(2), (4), and (5), of Section 1-14 of the Municipal code, in that the charges cited were unclear and invalid, and quite ludicrous, and further, that the matter could not be clsssified as an incident, but rather, as an ongoing condition. As NO ACTION WAS INVOLVED.

COUNT 4 - VIOLATION OF DUE PROCESS OF LAW PROVISIONS

During the actual trial of Incident I0074, and previous thereto, , JUDGE CATHRINE Q.

DELAHUNT, whether thru incompetence, or neglect, did act with misfeasance, and/or malfeasance in ignoring the improprieties of the citation, and by ignoring, and/or denying specific legal requirements which were her duties as a Judge and officer of the court including violation of Article 1, section 5 of the Wisconsin Constitution regarding Trial by jury and violation of Rule 603 of the Federal rules of Evidence, requiring sworn testimony by witnesses (I was denied the trial by Jury, and at no time during the trial was the sole witness sworn under oath. Further, tho I am not positive, I believe that attorney CHARLES A. ADAMS is also bound by the same requirements as an officer of the court, and therefore may also be guilty of said offenses)

As a consequence of the above, I was tried and convicted without a proper Charge, on UNSWORN Testimony, and in violation of my right to a trial by Jury.

COUNT 5, RETRIAL AS A CONTINUATION OF THE FIRST TRIAL

LATER, (Incident I00230) I was re-cited with, and again found guilty of the same charge even tho I had repeatedly informed the court and the attorney that By law I was prohibited from taking remedial action, under pain of committing a felony by destroying, altering, or concealing evidence, (Section 254 of the Wisconsin statutes CRIMES ACT 1958) ------THEREFORE --------- In that Inspector PATRICK EIRICH, Judge CATHRINE Q. DELAHUNT, and Attorney CHARLES A. ADAMS, each and all, should have known that aspect of the law, and did Ignore it and continued to prosecute me, that each and all of them, in their own respective capacity, by allowing this action to go to trial, are guilty of Condoning, and promoting the violation of the statute, and thus are guilty of AIDING AND ABETTING THE SOLICITATION OF A FELONY -----Further: The Judge erroniously determined that the alleged incident (re-inspetion of the premises) was indeed a separate incident,even tho there was no action indicated. And thus (somehow) the law regarding destruction of Evidence did not apply NOTE: the Conviction of the previous so-called incident, was under appeal.---- And further, she adjudged that since she had already denied my motions for dismissal for lack of Legitimate charge, and conflict of laws regarding right to take remedial action, I was not allowed to uses the reasons for either in my defense. And therefore undermining, and/or denying my right to a legitimate defense and thus, again, I was tried and convicted by unlawful and unconstitutional actions.

COUNT 6 - VIOLATIONS UNDER COLOR OF LAW

I further allege and charge that each and all of the above mentioned parties have acted in these matters under color of law, and not as individuals and I, as the victim wish them to be prosecuted to the fullest extent of the law.

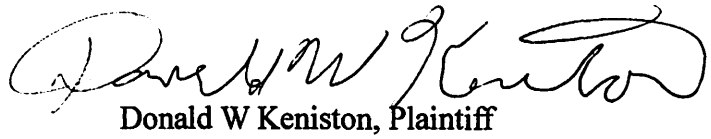
DAMAGES AND PRAYER FOR RELIEF

By their actions, the named and unnamed defendents herein have caused great damage and

financal loss to the plaintiff and un-recoverable time, effort, concernation and unredemable damage to his reputation and intentions. IN THAT:

Prior to September, 2012 I was in the process of preparing to paint my house, when I received the citation which forbade me to do so under pain of committing a felony. That is over 16 months ago. And I have been unable to follow my own plans since. Subsequently, I have been unjustly and unlawfully tried and found guilty, and due to the unconstitutional laws involved, I have had to pay costs of the actions, fines, and other court charges, and have been compelled to sell my house at a loss of approximately $42,000. -plus moving costs, etc THEREFORE I pray for relief in the following amounts" $42,800 for recupment of losses,,prior to this action, with regards to sale of house --Approximately $1,600 in cost of fines and prior court costs, $200,000 in Personal damages, Punitive damages in the amount considered proper by the Jury hereto, and costs of this action.

Sincerely.



Dated, 16 January, 2014

Donald W Keniston, Plaintiff

920 287 7863

II

3.3

R. O. No. 330 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a Summons and Complaint in the matter of Wisconsin Housing and Economic Development Authority vs. Estate of Catherine A. Kober et al.

Susan Richards
City Clerk

Finance

refer

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Wisconsin Housing and Economic
Development Authority, assignee of
Norwest Mortgage, Inc.
201 West Washington Avenue
PO Box 1728
Madison, WI 53701-1728

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

vs.

Case No. 14CV0181

Estate of Catherine A. Kober
c/o Nancy D. Kober
Personal Representative
525 Pennsylvania Avenue, #103
Sheboygan, WI 53081

City of Sheboygan
Department of City Development
807 Center Avenue
Sheboygan, WI 53081

Defendant(s).

CLERK CIRCUIT COURT
FILED
2014 MAR 14 P 12:07
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

( ) Personal ( ) Substitute
( ) Posted ( ) Corporate

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

Process Server: Jason Jirschele
Time: 2:35pm Date: 3/18/14
Address of serve: 807 Center Ave.
Sheboygan, WI 53081
Person Served: Steve Sokolowski
as manager of Planning & Zoning

THE STATE OF WISCONSIN,

To each person named above as a defendant:

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

Within 20 days, or within 45 days if you are the State of Wisconsin or an insurance company, or within 60 days if you are the United States of America, after 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, which address is Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, WI 53081, and to Bass & Moglowsky, S.C., plaintiff's attorneys, whose address is Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217. You may have an attorney help or represent you.

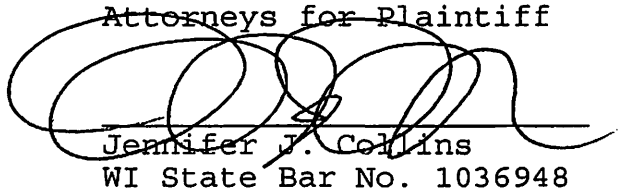
If you do not provide a proper answer within 20 days, or within 45 days if the defendant is the State of Wisconsin or an insurance company, or within 60 days if the defendant is the United States of America, the Court may grant judgment against you for the award of money or other legal action requested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

DATED at Milwaukee, Wisconsin, on March 13, 2014.

P. O. Address:

Bass & Moglowsky, S.C.
Suite 300
501 West Northshore Drive
Milwaukee, WI 53217
Telephone: (414) 228-6700

BASS & MOGLOWSKY, S.C.
Attorneys for Plaintiff



Jennifer J. Collins
WI State Bar No. 1036948

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Wisconsin Housing and Economic
Development Authority, assignee of
Norwest Mortgage, Inc.
201 West Washington Avenue
PO Box 1728
Madison, WI 53701-1728

Plaintiff,

vs. Case No. 14CV0181

Estate of Catherine A. Kober
c/o Nancy D. Kober
Personal Representative
525 Pennsylvania Avenue, #103
Sheboygan, WI 53081

City of Sheboygan
Department of City Development
807 Center Avenue
Sheboygan, WI 53081

Defendants.

CLERK CIRCUIT COURT
FILED
2014 MAR 14 P 12:07
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Foreclosure Of Mortgage: 30404
The Amount Claimed Exceeds $10,000.00

NOW COMES the plaintiff, by its attorneys, and alleges:

1. Plaintiff is a legislatively created housing authority organized and existing under the laws of the State of Wisconsin and is engaged in the lending business with offices at the address stated in the captions of the Summons and Complaint.

2. Defendant, Estate of Catherine A. Kober, is an Estate with a Personal Representative whose last-known address is the address stated in the captions of the Summons and Complaint.

3. Mortgagor Catherine A. Kober executed and delivered a Note and Mortgage to Norwest Mortgage, Inc. for the consideration

expressed therein, copies being attached hereto as Exhibits, and that said Mortgage was recorded in the office of the Register of Deeds on March 16, 1999, in Volume 1654, Page 678, as Document Number 1537583.

4. The Note and Mortgage were assigned to the plaintiff, and an Assignment of Mortgage was recorded on March 16, 1999, in Volume 1654, Page 685, as Document Number 1537584.

5. Mortgagor defaulted by failing to make monthly installment payments when due.

6. Plaintiff, as the holder of the Note and Mortgage, has declared the unpaid balance immediately payable.

7. Plaintiff is owed the sum of $32,024.94 as of March 31, 2014, plus accrued interest to the date of entry of judgment.

8. The mortgaged premises involves real property other than a one- to 4-family residence that is owner-occupied at the commencement of the foreclosure action, and is located at 1923 South 14th Street, Sheboygan, WI 53081, and that said premises cannot be sold in parcels without injury to the interests of the parties.

9. Plaintiff, for the purpose of obtaining a shortened redemption period under Wisconsin Statutes Chapter 846, elects to waive judgment for any deficiency which remains due to the plaintiff after sale of the mortgaged premises in this action against every party who is personally liable for the debt secured by the Mortgage, and consents that the defendants, unless they abandon the property, may remain in possession of the mortgaged

property and be entitled to all rents, issues, and profits therefrom to the date of confirmation of sale by the Court.

10. That the following defendant may claim some lien or interest in and to the mortgaged premises, including, but not limited to the interest listed below, but that any such claim, lien, or interest is junior and subordinate to plaintiff's mortgage:

> City of Sheboygan Department of City Development by virtue of a mortgage from Catherine A. Kober, in the original stated amount of $19,269.00, dated April 7, 2005, recorded April 19, 2005, as Document Number 1762912.

WHEREFORE, plaintiff demands judgment:

(1) For the foreclosure and sale of the mortgaged premises in accordance with Sec. 846.103(2), Wis. Stats.;

(2) If the defendants or their assigns abandon the property, for foreclosure and sale of the mortgaged premises in accordance with Sec. 846.102, Wis. Stats.;

(3) That the defendants, or persons occupying the premises, be enjoined and restrained from committing waste during the pendency of the action, and that plaintiff have such other and further relief as may be just and equitable.

Dated: March 13, 2014.

P. O. Address:

Bass & Moglowsky, S.C.
Suite 300
501 West Northshore Drive
Milwaukee, WI 53217
Telephone: (414) 228-6700
contactus@basmog.com

BASS & MOGLOWSKY, S.C.
Attorneys for Plaintiff

Jennifer J. Collins
WI State Bar No. 1036948

FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE
15 U.S.C. SECTION 1692, AS AMENDED

1. Bass & Moglowsky, S.C. is a law firm / debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.

2. The name and address of the creditor that the law firm represents is:

Wisconsin Housing and Economic Development Authority,
assignee of Norwest Mortgage, Inc.
201 West Washington Avenue
PO Box 1728
Madison, WI 53701-1728

3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.

4. The total amount due on the debt was $32,024.94 as of March 31, 2014. Since interest, late charges, and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

5. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will assume the debt to be valid.

6. If you notify us that you are disputing the debt, or any portion thereof, in writing, within the thirty (30) day period, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be mailed to you.

7. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you.

8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

9. All written requests should be addressed to Bass & Moglowsky, S.C., 501 West Northshore Drive, Suite 300, Milwaukee, Wisconsin 53217.

WICN-3214-C-1

NOTE

MARCH 15, 1999 SHEBOYGAN ,WISCONSIN
[Date] [City] [State]
1923 SOUTH 14TH STREET, 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. $ **********41,625.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is NORWEST MORTGAGE, INC.

. 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 6.750 %.

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 payments every month.

I will make my monthly payments on the FIRST day of each month beginning on MAY 01 1999. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 01, 2029, 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 NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137, 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. $ **********269.98

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 "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces 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 delivered or mailed to me.

(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 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:

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

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 delivered or mailed 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.

Catherine G Kober

_____ (Seal) -Borrower

CATHERINE A. KOBER

_____ (Seal) -Borrower

SSN: [redacted]

_____ (Seal) -Borrower

SSN:

_____ (Seal) -Borrower

SSN:

[Sign Original Only]

PAY TO THE ORDER OF WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, P.O. BOX 1728, MADISON, WI 53701-1728

DATE: 3-15-99 BY: Mark Jense

MARK JENSEN, ASSISTANT SECRETARY
NORWEST MORTGAGE, INC.

[redacted]

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MORTGAGE

1537583

DOCUMENT NUMBER

SHEBOYGAN COUNTY, WI
RECORDED ON

03-16-1999 12:39 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 22.00
TRANSFER FEE:

013041 7

NAME & RETURN ADDRESS
NORWEST MORTGAGE, INC.
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

PARCEL IDENTIFIER NUMBER

[Space Above This Line For Recording Data]

THIS MORTGAGE ("Security Instrument") is given on MARCH 15, 1999. The mortgagor is CATHERINE A. KOBER, A SINGLE PERSON

("Borrower"). This Security Instrument is given to NORWEST MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF CALIFORNIA, and whose address is P.O. BOX 5137, DES MOINES, IA 503065137 ("Lender"). Borrower owes Lender the principal sum of FORTY ONE THOUSAND SIX HUNDRED TWENTY FIVE AND 00/100 Dollars (U.S. $******41,625.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

LOT NUMBER NINE (9) IN BLOCK NUMBER EIGHT (8) OF ASSESSMENT SUBDIVISION NUMBER EIGHTEEN (18) IN THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

TAX KEY NUMBER 401940.

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137

which has the address of 1923 SOUTH 14TH STREET, SHEBOYGAN [Street, City],
Wisconsin 53081 [Zip Code] ("Property Address");

7

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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Initials: [illegible]

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

24. 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.

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

[ ] Adjustable Rate Rider	[ ] Condominium Rider	[ ] 1-4 Family Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[ ] Second Home Rider
[ ] VA Rider	[XX] Other(s) [specify]	

WHEDA HOME PROGRAM MORTGAGE RIDER

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

Witnesses:

Catherine A. Kober (Seal)
CATHERINE A. KOBER -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this MARCH 15, 1999

by CATHERINE A. KOBER, A SINGLE PERSON

My Commission Expires: 04/30/2000

(Seal)

Eugene J. Hickey
Notary Public, State of Wisconsin Eugene J. Hickey

EUGENE J. HICKEY NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by
NORWEST MORTGAGE, INC.

WHEDA

HOME Program
Mortgage Rider

(Home Ownership Mortgage Loans - Use With
WISCONSIN - Single Family - Fannie Mae/Freddie Mac Mortgage Form 3050)

THIS MORTGAGE RIDER is made this 15th day of MARCH 1999, _____ and incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument(s)") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NORWEST MORTGAGE INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1923 SOUTH 14TH STREET SHEBOYGAN WI 53081, Wisconsin ("Property Address").

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. Environmental Indemnity. The Borrower shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorney's fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (a) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (b) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property or the transportation of any Hazardous Substance to or from the Property, or (c) the imposition or any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Borrower shall immediately notify Lender in writing of any governmental or regulatory action or third party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property. This shall be added to and amend paragraph 20 of the Mortgage.

2. Transfer of the Property; Assumption. Borrower hereby agrees that the Property will continue to be occupied as the Borrower's principal residence for a period of time not less than the term of the Loan secured by the Security Instruments, or if all or any part of the Property or an interest therein is sold or transferred or rented by the Borrower without the Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instruments, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by the Security Instruments to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred to reach an assumption agreement in writing that (a) the credit of such person is satisfactory to Lender, (b) the interest payable on the sums secured by the Security Instruments shall be at such rate as Lender shall request, (c) the principal residence, three-year and purchase price requirements of the Mortgage Subsidy Bond Tax Act of 1980 ("MSBTA") have been met at the time of assumption, (d) such person qualifies as an eligible Borrower and complies with the mortgage loan eligibility requirements of the MSBTA and (e) all other conditions reasonably required by Lender have been met. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under the Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in Paragraph 14. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted paragraph 21. This shall be added to and amend paragraph 6 of the Mortgage.

3. Paragraph 18. Borrower's Right to Reinstate is deleted from the Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Mortgage Rider.

Catherine G Kober (Seal)
Borrower CATHERINE A. KOBER

_____ (Seal)
Borrower

VOL 1654 PAGE 685
1537584

ASSIGNMENT OF MORTGAGE

DOCUMENT NUMBER:

SHEBOYGAN COUNTY, WI
RECORDED ON
03-16-1999 12:39 PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 10.00
TRANSFER FEE:
013041 7

NAME & RETURN ADDRESS:

NORWEST MORTGAGE, INC.
800 LaSalle Avenue
Suite 1000
Minneapolis, MN 55402-2021

PARCEL IDENTIFIER NUMBER:
401940

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is P. O. Box 5137, Des Moines, IA 50306-5137 does hereby grant, sell, assign, transfer and convey, unto WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY a corporation organized and existing under the laws of THE STATE OF WISCONSIN (herein "Assignee"), whose address is 1 SOUTH PINCKNEY STREET, SUITE 500, MADISON, WI 53703 a certain Mortgage dated MARCH 15, 1999, made and executed by CATHERINE A. KOBER, A SINGLE PERSON to and in favor of NORWEST MORTGAGE, INC. upon the following described property situated in SHEBOYGAN County, State of Wisconsin, tax key number SEE ATTACHED LEGAL DESCRIPTION Lot Number Nine (9) in Block Number (8) of Assessment Subdivision Number Eighteen (18) in the City of Sheboygan, according to the recorded plat thereof. such Mortgage having been given to secure payment of FORTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 ($ 41,625.00) (Include the Original Principal Amount) which Mortgage is of record in Book, Volume, or Liber No. 1654 at page 678/84 (or as No. 1537583) of the Records of SHEBOYGAN County, State of Wisconsin, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on MARCH 15, 1999

Witness Kay T. Fromme

Witness Lila Nachlis

NORWEST MORTGAGE, INC.
(Assignor)
By: Jane Gretzinger Area Manager
(Signature)

Attest
Seal:

This Instrument Prepared By: NORWEST MORTGAGE, INC. , address:
118 SOUTH STATE STREET, APPLETON, WI 54911
tel. no.: 920-749-2570

State of Wisconsin
County of OUTAGAMIE

This instrument was acknowledged before me on MARCH 15, 1999
by Jane Gretzinger
as Branch Manager III of Norwest Mortage, Inc.

Jean A. Sommers
NOTARY PUBLIC
STATE OF WISCONSIN

Jean A. Sommers
Comm. 4-1-2001

NMFL# 0665 12/96
Wisconsin Assignment of Mortgage 12/95
VMP-995(WI) (9601) VMP-1164 (9606)
VMP MORTGAGE FORMS - (800)521-7291

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:
Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the $25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

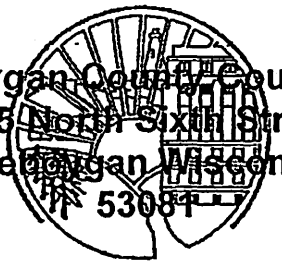
SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable $100 fee will be charged and a non-refundable fee of $100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.



Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
WI 53081

Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

_____ _____

Property Owner's Signature Date

V

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. April 8, 2015.

Your Committee to whom was referred Com. No. 6-14-15 submitting a communication from Dale Brant requesting signage in the alley between S. 13th St. and S. 14th St. due to speeding; recommends that the document be placed on file.

Concur

_____ _____

_____ _____

_____ _____

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

4.1

Com. No. 6 - 14 - 15. March 16, 2015.

Submitting a communication from Dale Brant requesting hanging speed limit or slow signs in the alley between S. 13th St. and S. 14th due to speeding and the danger to all the children that play there or walk to Franklin Park.

Presented to the Common Council by Alderperson Bitters.

Parks

file

Richards, Susan

From: Alderperson Bryan Bitters
Sent: Thursday, March 12, 2015 7:50 AM
To: Richards, Susan
Subject: FW: speeding in alleys

Good morning, Sue.

Please receive this email from Mr. Brant so we can get it onto the next PP&S agenda. Thanks.

Bryan Bitters
Alderperson, 6th District
City of Sheboygan
Bryan.Bitters@sheboyganwi.gov

From: Dale Brant [bizz06@hotmail.com]
Sent: Wednesday, March 11, 2015 7:50 PM
To: Alderperson Bryan Bitters
Subject: speeding in alleys

I live on south 13th street near Franklin Park. There are a lot of cars that speed down my alley between 13th and 14th. There is also kids that play in or walk down the alley to get to the park. I have talked to the police several times and they encouraged me to talk to my alderman about possibly hanging speed limit or slow signs. My name is Dale Brant and my phone number is 920-254-3096

VI

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

Your Committee to whom was referred the following:

1. R. O. No. 13-14-15 by the City Clerk submitting a Notice of Circumstances Giving Rise To Claim and Claim Pursuant to Wis. Stats. 893.80 regarding Kristi Potochnik and her alleged injuries when she stepped on a curb drain with a missing bar; and

2. R. O. No. 235-14-15 by the City Clerk submitting a Claim for Damages from Dubin & Balistreri, LTD on behalf of their client Kristi Potochnik (addition to claim #5-14);

recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

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

Your Committee to whom was referred R. O. No. 13-14-15 by the City Clerk submitting a Notice of Circumstances Giving Rise To Claim and Claim Pursuant to Wis. Stats. 893.80 regarding Kristi Potochnik and her alleged injuries when she stepped on a curb drain with a missing bar; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.12

R. O. No. 13 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a Notice of Circumstances Giving Rise To Claim and Claim Pursuant to Wis. Stat. 893.80 regarding Kristi Potochnik and her alleged injuries when she stepped on a curb drain with a missing bar.

Finance
dem.

Susan Richards
City Clerk

Claim # 5-14
Recvd - LS Schroeder
APR 25 '14 AM 9:02

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO WIS. STAT. § 893.80

BY PERSONAL SERVICE

TO: John Dolson, Clerk
City of Sheboygan City Hall
828 Center Ave., Suite 100
Sheboygan, WI 53081

Stephen G. McLean
City of Sheboygan City Attorney
828 Center Ave., Suite 304
Sheboygan, WI 53081

CLAIMANT: Kristi Potochnik
2111 N. 10th St.
Sheboygan, WI 53081

SLH Services
Server Stephen
Date 4-25-14 Time 8:45 AM

PLEASE TAKE NOTICE that the claimant, KRISTI POTOCHNIK, by her attorneys, Dubin & Balistreri, Ltd. by Carl L. Dubin, states that the following circumstances give rise to a claim:

1. That on March 3, 2014, the claimant, KRISTI POTOCHNIK, was walking on a public sidewalk near the Q Mart located at 1006 Geele Avenue, Sheboygan, Wisconsin. The claimant stepped off the curb, at North 10th Street at Geele Avenue, to proceed across the street, onto a snow-covered curb drain, which was missing a bar. See attached photographs. Her right foot and leg went through the drain. The claimant sustained multiple personal injuries.

2. That as a direct result of the negligence of the City of Sheboygan to maintain the curb drain near the intersection of North 10th Street and Geele Avenue, Sheboygan, Wisconsin, the claimant sustained multiple personal injuries and damages.

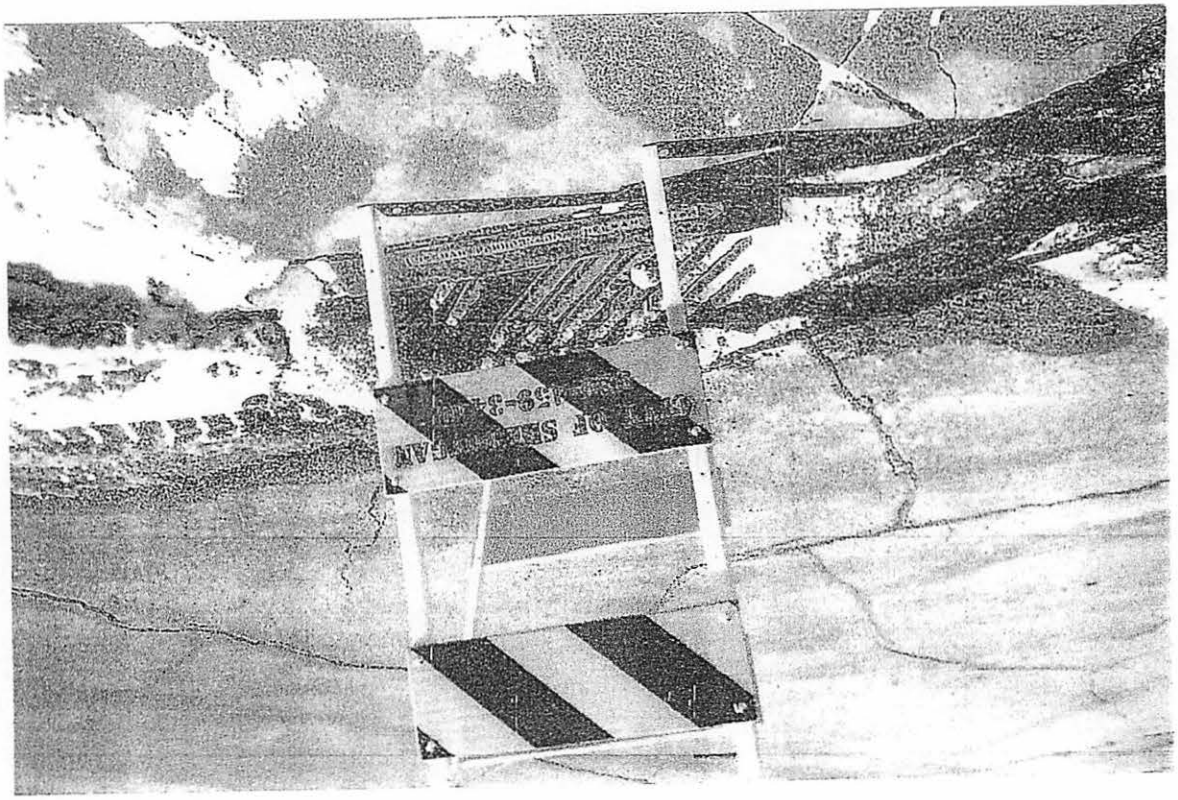
WHEREFORE, claimant, whose name and address are stated above, claims relief against the City of Sheboygan for a total claim, to include but not limited to permanent injuries, pain and suffering, medical expenses and related expenses.

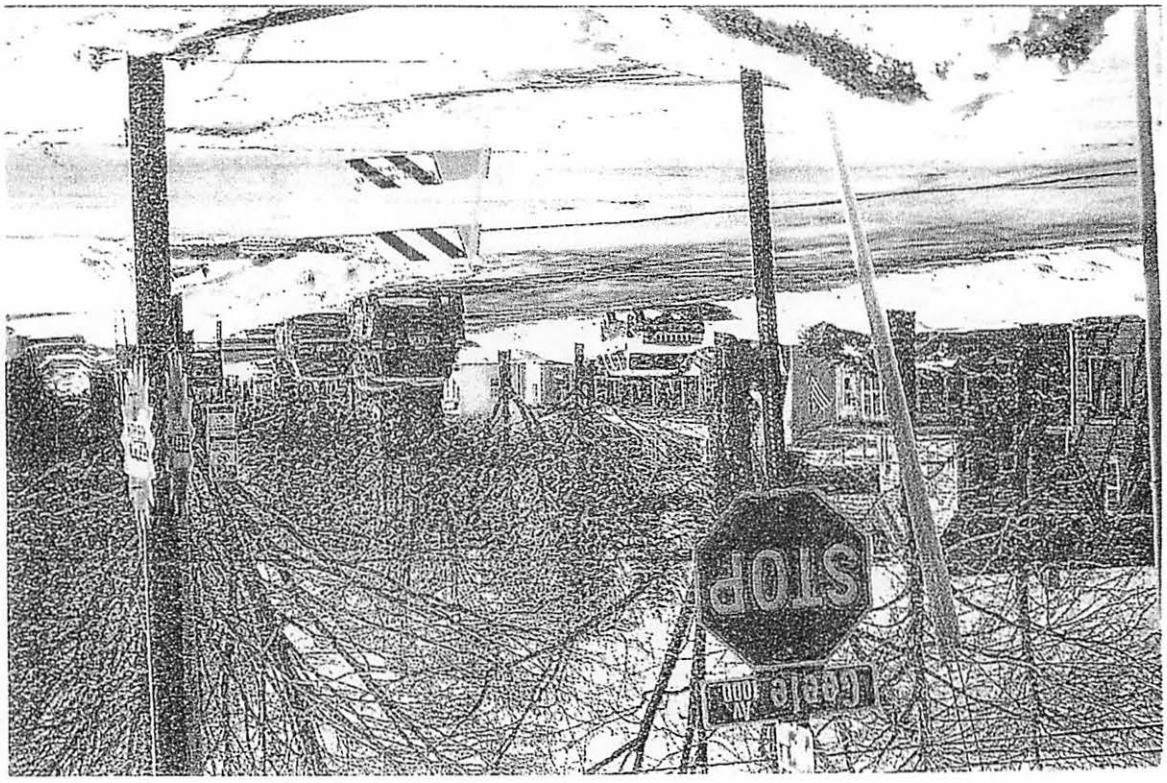
Dated this 15th day of April, 2014.

DUBIN & BALISTRERI, LTD.
Attorney for Claimant

By: _____
Carl L. Dubin
State Bar No. 1009717

DUBIN & BALISTRERI, LTD.
1551 North Prospect Avenue
Milwaukee, WI 53202-2367
Tel: (414) 277-0600
Fax: (414) 277-5097

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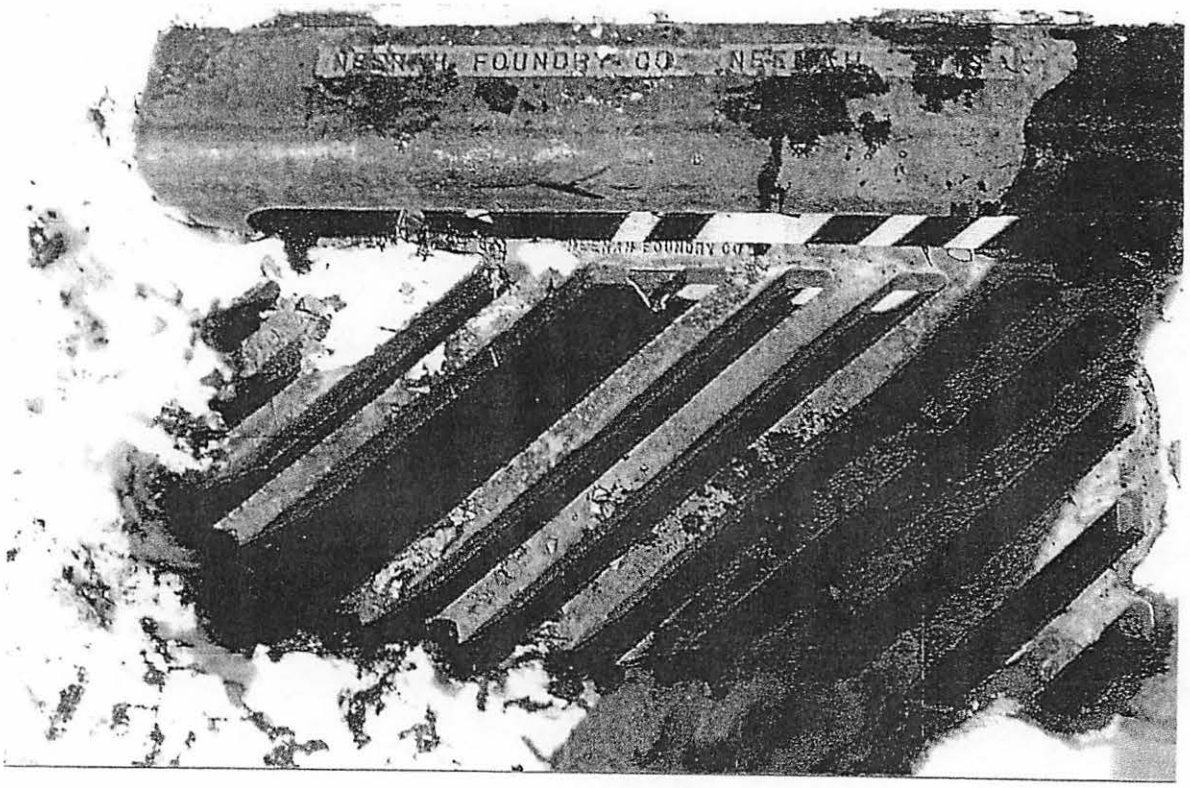

FOUNDRY CO

VI

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

Your Committee to whom was referred R. O. No. 235-14-15 by the City Clerk submitting a Claim for Damages from Dubin & Balistreri, LTD on behalf of their client Kristi Potochnik (addition to claim#5-14); recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 235 - 14 - 15. By CITY CLERK. February 2, 2015.

Submitting a Claim for Damages from Dubin & Balistreri, LTD on behalf of their client Kristi Potochnik (addition to claim #5-14).

Finance
deny

Susan Richards
City Clerk

JAN 20 '15 AM11:42 claim #5-14 emailed 1/20/15

CLAIM FOR DAMAGES

TO: John Dolson, Clerk
City of Sheboygan City Hall
828 Center Ave., Suite 100
Sheboygan, WI 53081

CLAIMANT: Kristi Potochnik
2111 N. 10th St.
Sheboygan, WI 53081

Stephen G. McLean
City of Sheboygan City Attorney
828 Center Ave., Suite 304
Sheboygan, WI 53081

The following claim for damages is made pursuant to Wis. Stats. Section 893.23 and 893.80(1d)(b).

1. Claimant, Kristi Potochnik, is an adult and resides at 2111 N. 10th St., Sheboygan, WI 53081.

2. On March 3, 2014, Kristi Potochnik was walking on a public sidewalk near the Q Mart located at 1006 Geele Avenue, Sheboygan, Wisconsin. Kristi Potochnik stepped off the curb, at North 10th Street at Geele Avenue, to proceed across the street, onto a snow-covered curb drain, which was missing a bar. Her right foot and leg went through the drain.

3. Kristi Potochnik sustained injuries to her right leg, right knee, back, pain and suffering, past and future, and medical expenses, past and future.

4. At all times material, the City of Sheboygan had actual notice of the claimants' injuries and damages and of the above described incident.

5. As a direct result of the negligence of the City of Sheboygan to maintain the curb drain near the intersection of North 10th Street and Geele Avenue, Sheboygan, Wisconsin, Kristi Potochnik sustained injuries and damages as follows:

a. Past medical and hospital expenses in the sum of $4,614.23

b. Past pain and suffering in the sum of $5,385.77

SLH Services
Server [signature]
Date 1-20-15 Time 11:35 AM

WHEREFORE, claimants demand satisfaction as follows:

1. Kristi Potochnik demands satisfaction in the amount of $10,000.00 against the City of Sheboygan.

Dated this 14 day of January, 2015.

DUBIN & BALISTRERI, LTD.
Attorneys for Claimant Kristi Potochnik

Peter S. Balistreri
State Bar No. 1010401

DUBIN & BALISTRERI, LTD.
1551 North Prospect Avenue
Milwaukee, WI 53202
Tel: (414) 277-0600
Fax: (414) 277-5097
E-mail: peter@d-blaw.net

KRISTI POTOCHNIK
DATE OF ACCIDENT: 03/03/2014
ITEMIZATION OF SPECIAL DAMAGES

PROVIDER	TOTAL
Aurora Sheboygan Memorial Dr. Timothy C. Koch, D.O. 3/3/14	$2,137.73
Aurora Sheboygan Memorial Dr. Timothy C. Koch, D.O. 3/9/14	$1,677.50
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 3/11/14	$201.00
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 5/16/14	$299.00
Aurora Sheboygan Clinic Dr. Stephen C. Westcott, M.D. 6/9/14	$299.00
TOTAL MEDICAL EXPENSE:	$4,614.23

Updated January 14, 2015

VII

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

Your Committee to whom was referred R. O. No. 64-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Bank of America, N.A. v Michelle M. Zabel et al; recommends that the document be placed on file.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

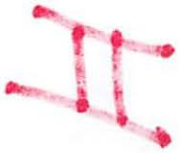
R. O. No. 64 - 14 - 15. By CITY CLERK. June 16, 2014.

Submitting a Summons and Complaint in the matter of Bank of America, N.A. vs Michelle M. Zabel et al.

Finance

File

Susan Richards
City Clerk



STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Bank of America, N.A.
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS
Case No: 14CV0323

vs

Case Code: 30404

Michelle M. Zabel
2034 North 10th Street
Sheboygan, WI 53081

Robert J. Zabel
2034 North 10th Street
Sheboygan, WI 53081

City of Sheboygan, Wisconsin, Department of City Development
807 Center Avenue
Sheboygan, WI 53081

Defendants

CLERK CIRCUIT COURT
FILED
14 MAY 22 P12:51
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, 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 statutes. The answer must be sent or delivered to the court, whose address is:

Sheboygan County Clerk of Circuit Court
615 N. 6th Street
Sheboygan, WI 53081-4692

and to the plaintiff's attorney whose address is:

Blommer Peterman, S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005

You may have an attorney help or represent you.

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

Dated this 20th day of May, 2014

Atty. Chaz ~~M. Rodriguez~~
Blommer Peterman, S.C.
State Bar No. **1063071**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

Process Server: G. Schumacher
Time: 11:10 am Date: 6-9-14
Address of Serve:

Person Served:

Person Posted | Substitute Corporate

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Bank of America, N.A.
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

COMPLAINT
Case No: 14CV0323

vs

Case Code: 30404

Michelle M. Zabel
2034 North 10th Street
Sheboygan, WI 53081

Robert J. Zabel
2034 North 10th Street
Sheboygan, WI 53081

City of Sheboygan, Wisconsin, Department of City Development
807 Center Avenue
Sheboygan, WI 53081

Defendants

CLERK CIRCUIT COURT
FILED
14 MAY 22 P12:51
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, Blommer Peterman S.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That Bank of America, N.A. is the plaintiff in this action and is a foreign corporation with offices located at 4161 Piedmont Parkway, NC4-105-03-04, Greensboro, NC 27416. Bank of America, N.A., directly or through an agent, has possession of the promissory note. The promissory note has been duly indorsed. Bank of America, N.A. is the current mortgagee of record.
2. That Michelle M. Zabel is an adult who, upon information and belief, resides at 2034 North 10th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
3. That Robert J. Zabel is an adult who, upon information and belief, resides at 2034 North 10th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
4. That City of Sheboygan, Wisconsin, Department of City Development is a party to this action by virtue of a Junior Mortgage between Michelle M. Zabel and Robert J. Zabel, mortgagors, and City of Sheboygan, Wisconsin, Department of City Development, mortgagee, dated May 3, 2005 and recorded May 31, 2005 as document number 1766554 in the amount of $7,000.00.

5. That City of Sheboygan, Wisconsin, Department of City Development is a party to this action by virtue of a Junior Mortgage between Michelle M. Zabel and Robert J. Zabel, mortgagors, and City of Sheboygan, Wisconsin, Department of City Development, mortgagee, dated May 3, 2005 and recorded May 31, 2005 as document number 1766555 in the amount of $14,333.00.
6. On or about August 29, 2003 for value received, mortgagors executed and delivered to the original lender, Countrywide Home Loans, Inc., a note in writing dated that date and thereby promised to pay interest on the principal balance of $89,594.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "A".
7. That to secure the note referred to in the preceding paragraph, the mortgagors duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. which mortgage was recorded September 5, 2003 as document number 1706229. A copy of said mortgage is attached to this complaint as Exhibit "B".
8. That mortgage was subsequently assigned to Countrywide Home Loans, Inc., by an assignment recorded on October 15, 2007 as document number 1837808.
9. That mortgage was subsequently assigned to Bank of America, N.A., by an assignment recorded on May 19, 2014 as document number 1986348. A copy of said assignment is attached to this complaint as Exhibit "C".
10. The mortgagors failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagors owes for the December, 2013 and subsequent payments and owes a principal balance of $75,105.32 accruing interest at the current rate of 6.50000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
11. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagors in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
12. The property consists of a Single Family Property known as 2034 North 10th Street, Sheboygan, WI 53081. The property does constitute the homestead of the mortgagors and has not been abandoned by the mortgagors. The legal description of the property is as follows:

    LOT NUMBER EIGHT (8), BLOCK NUMBER TWO (2), ASSESSMENT SUBDIVISION NUMBER TWELVE (12) OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

13. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six (6) 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.
14. That the other defendants, if any, may have or claim to 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:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption;

For amounts due the plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;

That the defendants 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;

That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;

That the mortgagors or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

That plaintiff have such other and further relief as may be just and equitable.

Dated this 20th day of May, 2014

Atty. Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. **1063071**
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (the act) 15 U.S.C. Section 1692, as Amended

1. Blommer Peterman, S.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to Blommer Peterman, S.C. will be used for that purpose.
2. The amount of the debt is stated in the complaint attached hereto.
3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay cannot be calculated herein. Hence, to learn the total amount you owe to the plaintiff, write or call the undersigned office stated in paragraph 7 of the Notice.
4. The debt described in the complaint attached hereto will be assumed valid by Blommer Peterman, S.C. unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
5. If the debtor notifies Blommer Peterman, S.C. in writing within thirty days of the receipt of this notice that the debt of any portion thereof is disputed, Blommer Peterman, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by Blommer Peterman, S.C.
6. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to Blommer Peterman, S.C. within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Blommer Peterman, S.C.
7. **The law does not require Blommer Peterman, S.C. to wait until the end of the thirty day period before suing you to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of the notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**
8. Written request should be addressed to Blommer Peterman, S.C., 165 Bishops Way, Suite 100, Brookfield, WI 53005. 262-790-5719
9. This advice pertains to your dealings with our firm as a debt collector. It does not affect your dealings with the court, and in particular, it does not change the time at which you must answer the complaint. The summons is a command from the Court, not from our firm, and you must follow its instructions, even if you dispute the validity or the amount of the debt. The advice in this notice also does not affect our relations with the court. As attorneys, we may file papers in the suit according to the court's rules and the judge's instructions.

If you have previously received a Chapter 7 discharge in bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

Prepared by: JACQUELYN R. LOBERG

Wisconsin

NOTE

LOAN #:

FHA Case No.
WI5812534811703

AUGUST 29, 2003
[Date]

2034 NORTH 10TH ST, SHEBOYGAN, WI 53083
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means COUNTRYWIDE HOME LOANS, INC.
and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of EIGHTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S. $ 89,594.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX & ONE-HALF percent (6.500 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on OCTOBER 1ST, 2003 . Any principal and interest remaining on the first day of SEPTEMBER, 2033 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at
P.O. Box 660694, Dallas, TX 75266-0694
or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ 566.30 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

PLAINTIFF'S EXHIBIT A

CASE #: WI5812534811703 LOAN #:

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

Robert J. Zabel (Seal)
ROBERT J. ZABEL -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
BANK OF AMERICA, N.A.
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC
BY Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

PAY TO THE ORDER OF
Countrywide Home Loans, Inc
Without Recourse
Countrywide Home Loans Servicing LP
BY
David A. Spector
Managing Director

PAY TO THE ORDER OF
Countrywide Home Loans Servicing LP
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC
BY
David A. Spector
Managing Director

PAY TO THE ORDER OF

WITHOUT RECOURSE
BANK OF AMERICA, N.A.
BY
DONALD W WHALEY
ASSISTANT VICE PRESIDENT

1706229

SHEBOYGAN COUNTY, WI
RECORDED ON
09/05/2003 11:11AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 29.00
TRANSFER FEE:
STAFF ID 11
TRANS # 28945
OF PAGES: 10

MORTGAGE

DOCUMENT NUMBER:

NAME & RETURN ADDRESS:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL IDENTIFIER NUMBER:
59281704210

[Space Above This Line For Recording Data]

WI5812534811703
[Case #]

0003151438608003
[Doc ID #]

FHA Case No.
WI5812534811703

State of Wisconsin

MIN 1000157-0002913307-7

THIS MORTGAGE ("Security Instrument") is given on AUGUST 29, 2003 . The Mortgagor is ROBERT J ZABEL, A MARRIED MAN

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
COUNTRYWIDE HOME LOANS, INC.
("Lender") is organized and existing under the laws of NEW YORK , and has an address of 4500 Park Granada, Calabasas, CA 91302-1613
Borrower owes Lender the principal sum of
EIGHTY NINE THOUSAND FIVE HUNDRED NINETY FOUR and 00/100

Dollars (U.S. $ 89,594.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01, 2033 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 2034 NORTH 10TH ST, SHEBOYGAN
[Street, City]
Wisconsin 53083 ("Property Address");
[Zip Code]

PLAINTIFF'S EXHIBIT 5 D

File No.: 300942

EXHIBIT A

Lot Number Eight (8), Block Number Two (2), Assessment Subdivision Number Twelve (12) of the City of Sheboygan, according to the recorded plat thereof.

Tax Key #59281704210

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

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

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

[Check applicable box(es)].

☐ Condominium Rider	☐ Growing Equity Rider	☒ Other [specify]
☐ Planned Unit Development Rider	☐ Graduated Payment Rider	Section 248

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

Robt J Zabel (Seal)
ROBERT J. ZABEL -Borrower

Michelle M Zabel (Seal)
MICHELLE M ZABEL JOINS THE EXECUTION OF THE MORTGAGE SOLELY FOR PURPOSES OF COMPLYING WITH WIS STAT §706.02(1)(f) -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this 8-29-03

by Robert J. Zabel + Michelle M. Zabel

My Commission Expires: 9-12-04

Notary Public, State of Wisconsin

This instrument was prepared by JACQUELYN R. LOBERG
COUNTRYWIDE HOME LOANS, INC.
1524 SOUTH 108TH STREET, WEST ALLIS, WI 53214-3011

(Seal)

RIDER FOR SECTION 248 MORTGAGE

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
59281704210

Prepared By:
JACQUELYN R. LOBERG
COUNTRYWIDE HOME LOANS, INC.

1524 SOUTH 108TH STREET
WEST ALLIS
WI 53214-4019

FHA Case No.
WI5812534811703

Initials: R2

THIS RIDER FOR SECTION 248 MORTGAGE is made this 29th day of AUGUST, 2003 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to
COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
2034 NORTH 10TH ST
SHEBOYGAN, WI 53083
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. The interests of the Borrower in the Property described above were created by a lease agreement from as lessor, dated . Any reference to the "Property" shall be construed as referring only to the interest of Borrower created by such lease or any replacement lease.

B. If the Security Instrument is assigned to the Secretary of Housing and Urban Development ("Secretary"), any foreclosure proceeding may take place in a tribal court, Federal District Court, or other court of competent jurisdiction. Section 248(f)(5) of the National Housing Act grants to any such court the jurisdiction to convey to the Secretary the remaining life of a lease on the Property and to order eviction of the delinquent Borrower.

C. Any purchaser at foreclosure sale other than the Secretary must receive the written consent of the lessor or, if lessor is not an Indian tribe, the tribe of which lessor is a member. The purchaser shall receive a lease for the remaining term of the existing lease unless the tribe consents to an assumption of the existing lease.

D. This Security Instrument may be assumed, subject to credit approval by the Lender and the consent of the tribe to an assumption of the existing lease or the grant of the new lease. Assumption shall not cause an adjustment of the interest rate.

E. A sale of Property subject to the Security Instrument without an assumption of the Security Instrument may be made if a new lease for the remaining term of the existing lease is granted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider for Section 248 Mortgage.

ROBERT J. ZABEL (Seal) -Borrower

MICHELLE M ZABEL (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE BAR OF WISCONSIN FORM 14- 1998

ASSIGNMENT OF MORTGAGE

Document Number

1986348
SHEBOYGAN COUNTY, WI
RECORDED ON
05/19/2014 3:05 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Recording Area

Name and Return Address

Blommer Peterman S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005

Countrywide Home Loans, Inc., Assignor, for a valuable consideration assigns to Bank of America, N.A., the Mortgage executed by Michelle M. Zabel, Robert J. Zabel to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. on August 29, 2003 and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin, on September 5, 2003 as Document Number 1706229.

Said Mortgage secures an original principal balance of $89,594.00

For information purposes only:
Address: 2034 North 10th Street, Sheboygan, WI 53081

59281704210
Parcel Identification Number (PIN)

LOT NUMBER EIGHT (8), BLOCK NUMBER TWO (2), ASSESSMENT SUBDIVISION NUMBER TWELVE (12) OF THE CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

This Assignment is made without recourse.
Assignor is the mortgagee of record and has good right to assign it.

Dated this 15 day of May, 2014.

LAUNI DEE COOPER
Notary Public, State of Texas
My Commission Expires
July 08, 2014

Countrywide Home Loans, Inc.

*BY: Nina Danielle Escamilla
Assistant Vice President

Signature(s) AUTHENTICATION 5-15-14

Andrea Roberson DarKoh

authenticated this 15 day of May, 2014.

*

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:
Chaz M. Rodriguez, State Bar No. 1063071

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

ACKNOWLEDGMENT

State of TEXAS)
County of DALLAS)

Personally came before me this 15 day of May, 2014 the above named

Nina Danielle Escamilla

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

* Launi Dee Cooper
Notary Public, State of Texas

My Commission is permanent. (If not, state expiration date: July 08, 2014)

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

PLAINTIFF'S EXHIBIT C

VI

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

Your Committee to whom was referred R. O. No. 117-14-15 by the City Clerk submitting a Summons and Complaint in the matter of H&R Block Bank v Laura R. Beimel et al.; recommends that the document be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 117 - 14 - 15. By CITY CLERK. September 2, 2014.

Submitting a Summons and Complaint in the matter of H&R Block Bank vs Laura R. Beimel et al.

Susan Richards
City Clerk

Finance

File

II

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

H&R Block Bank, A Federal Savings Bank
c/o Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Plaintiff,

vs.

Laura R. Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

John Doe Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

The City of Sheboygan Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Associated Bank
433 Main St
Green Bay, WI 54301-5114

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Defendants.

SUMMONS

Case No. 14CV0537

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

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

CLERK CIRCUIT COURT
FILED
14 AUG 12 P 2:08
SHEBOYGAN COUNTY
WISCONSIN

6·28·14
4:28p

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

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

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

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

Dated this 8th day of August, 2014.

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

By: _____
Timothy Mark Brovold
State Bar No. 1076008
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-8404
057037F01

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

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

H&R Block Bank, A Federal Savings Bank
c/o Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Plaintiff,

vs.

Laura R. Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

John Doe Beimel
2318 N 13th St
Sheboygan, WI 53083-4723

The City of Sheboygan Department of City Development
828 Center Ave Ste 104
Sheboygan, WI 53081-4466

Associated Bank
433 Main St
Green Bay, WI 54301-5114

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Defendants.

COMPLAINT

Case No. 14CV0537

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

CLERK CIRCUIT COURT
FILED
14 AUG 12 P2:08
SHEBOYGAN COUNTY
WISCONSIN

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

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Laura R. Beimel.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $37,314.90 together with interest from the 1st day of October, 2013.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

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

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

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That John Doe Beimel has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Laura R. Beimel.

WHEREFORE, the plaintiff demands.

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

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

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

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

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

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

Dated this 8th day of August, 2014.

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

By: _____
Timothy Mark Brovold
State Bar No. 1076008
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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

[redacted] [redacted]

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

May 6, 2002 [Date] | AWB CLB [City] Sheboygan | Wisconsin [State]

2318 N 13TH ST
SHEBOYGAN, Wisconsin 53083
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.$ 45,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is First Federal Savings Bank La Crosse - Madison

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 6.700 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

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 July, 2002. 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 June 1, 2032, 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 the Office of the Lender

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S.$ 290.38. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

[redacted]

EXHIBIT A

[redacted]

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2007, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and one-quarter percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 7.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.950 %.or less than 7.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (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

EXHIBIT A

[redacted]

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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 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 5.00 % 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.

8. GIVING OF NOTICES

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

Any notice that must be given to the Note Holder under this Note will be given by 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.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note,

EXHIBIT A

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Allen W. Beimel (Seal) -Borrower
ALLEN W BEIMEL

_____ (Seal) -Borrower

Cynthia G. Beimel (Seal) -Borrower
CYNTHIA G BEIMEL

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Sign Original Only]

EXHIBIT A

Allonge

Loan Number-------: [redacted]	Current Borrower(s):ALLEN W BEIMEL CYNTHIA G BEIMEL
Note Date----------: 05/06/2002	
Original Rate------: 6.700 %	Property Address--: 2318 N 13th St Sheboygan, WI 53083
First Payment Date-: 07/01/2002	
Amount of Note----: 45000	

Pay to the Order of

Without Recourse

Associated Bank, National Association
acquired thru acquisition/merger First Federal Capital Bank formerly known as First Federal Savings Bank of LaCrosse-Madison

By: Ellen L. King
Vice President

This Allonge is to be attached to and made part of the original note.
This Allonge is not valid UNLESS attached to the original note.

[redacted]

EXHIBIT A

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MORTGAGE

SHEBOYGAN COUNTY, WI
RECORDED ON
05-10-2002 11:16 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 47.00
TRANSFER FEE:
080908 6
OF PAGES: 19

DOCUMENT NUMBER

NAME & RETURN ADDRESS

[redacted]
Review, Packaging, & Shipping Dept
First Federal Savings Bank
P O Box 1868
La Crosse, WI 54602-1868

PARCEL IDENTIFIER NUMBER
59281 713930

[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 May 6, 2002, together with all Riders to this document.
(B) "Borrower". is

LAURA R BEIMEL, AN UNMARRIED PERSON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is First Federal Savings Bank LaCrosse - Madison

Lender is a federally-chartered, federally-insured savings bank organized and existing under the laws of United States of America

[redacted]

EXHIBIT B

[redacted]

Lender's address is 605 State Street, LaCrosse, WI 54601

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated May 6, 2002
The Note states that Borrower owes Lender
*** FORTY FIVE THOUSAND & 00/100 *** Dollars
(U.S. $ 45,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than As Stated in Said Note .
(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]:

[x] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[ ] 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.

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[redacted]

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[redacted]

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT ONE (1), BLOCK TWO (2), NEUMEISTER & OEHLER SUBDIVISION, CITY OF SHEBOYGAN, WISCONSIN.

which currently has the address of

2318 N 13TH ST [Street]

SHEBOYGAN [City], Wisconsin 53083 [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

Initials: [illegible]

EXHIBIT B

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

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

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

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

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

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

EXHIBIT B

[redacted]

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

EXHIBIT B

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.

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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

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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.

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(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.

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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

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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.

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

Witnesses:

_____ _____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) Laura R Beimel (Seal)
-Borrower LAURA R BEIMEL -Borrower

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STATE OF WISCONSIN, SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this May 6, 2002

by

LAURA R BEIMEL (UNMARRIED)

My Commission Expires: 04/25/04

EUGENE J. HICKEY NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin

This instrument was prepared by

Tiffany H. Walrack
First Federal Savings Bank
La Crosse - Madison

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[redacted]

[redacted]

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 6th day of May, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Federal Savings Bank La Crosse - Madison

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2318 N 13TH ST
SHEBOYGAN, Wisconsin 53083

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.700 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2007, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

[redacted]

[redacted]

EXHIBIT B

[redacted]

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and one-quarter percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.700 % or less than 7.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.950 %. or less than 7.000%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

[redacted]

EXHIBIT B

[redacted]

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument is amended to read as follows:

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

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

[redacted]

EXHIBIT B

[redacted]

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

_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
Laura R. Beimel (Seal) LAURA R BEIMEL -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

[redacted]

EXHIBIT B

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

SECURITY INSTRUMENTS

Document Type:	Mortgage	**Execution Date:**	05/06/2002
Volume/Page and Instrument No.	1989, 487, 1636443	**Recorded Date:**	05/10/2002
Loan Amount:	$45,000.00	**Maturity Date:**	Not Stated
Grantor:	Laura R. Beimel, an unmarried person		
Beneficiary:	First Federal Savings Bank LaCrosse - Madison		
Open End:	Closed		
Comment:	Real Estate Mortgage Subordination Agreement dated 06/06/2002 recorded in Instrument No. 1640154 on 06/21/2002, making Real Estate Mortgage recorded in Volume 1354, Page 469, Instrument No. 1408723, referred to below, subordinate to Mortgage recorded in Volume 1989, Page 487, Instrument No. 1636443. Real Estate Mortgage Subordination Agreement dated (execution date) recorded in Instrument No. 1640153 on 06/21/2002, making Real Estate Mortgage recorded in Volume 1378, Page 146, Instrument No. 1420469, referred to below, subordinate to Mortgage recorded in Volume 1989, Page 487, Instrument No. 1636443.		

Assigned From:	Associated Bank, National Association; acquired thru Acquisition/merger First Federal Capital Bank formerly known as First Federal Savings Bank of LaCrosse-madison	**Execution Date:**	02/26/2007
Assigned To:	H and R Block Bank, a corporation	**Recorded Date:**	02/26/2007
Instrument Number	1820223		

Assigned From:	H and R Block Bank, a corporation A/K/A H and R Block Bank, FSB, by Nationstar Mortgage LLC	**Execution Date:**	09/03/2013
Assigned To:	H and R Mortgage Holdings, LLC	**Recorded Date:**	09/04/2013
Instrument Number	1975316		

Document Type:	Real Estate Mortgage	**Execution Date:**	07/15/1994
Volume/Page and Instrument No.	1354, 469, 1408723	**Recorded Date:**	07/26/1994
Loan Amount:	$8,062.00	**Maturity Date:**	Not Stated
Grantor:	Laura R. Beimel, a single person		
Beneficiary:	The City of Sheboygan Department of City Development		
Open End:	Closed		

Document Type:	Real Estate Mortgage	**Execution Date:**	12/28/1994
Volume/Page and Instrument No.	1378, 146, 1420469	**Recorded Date:**	01/27/1995
Loan Amount:	$4,743.00	**Maturity Date:**	Not Stated
Grantor:	Laura R. Beimel		

LIEN REPORT

7

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

Beneficiary: The City of Sheboygan Department of City Development
Open End: Closed

4000 Horizon Way, Ste 250, Irving TX 75063 | Phone: 877.775.3603 | Fax: 972.459.1599
Email: SSattorney@solutionstar.com | Web: http://www.solutionstar.com/title-and-valuation-service/

LIEN REPORT

SOLUTIONSTAR

PRE-FORECLOSURE REPORT

JUDGMENT AND LIEN INFORMATION

Document Type:	Judgment	**Execution Date:**	04/07/2008
Cause No.:	2008SC000995	**Recorded Date:**	04/07/2008
Amount:	$2,106.29 + Costs + Interest		
Plaintiff:	Associated Bank, 815 N Water Street, Milwaukee, WI 53202		
Defendant:	Laura R. Belmel		
Comment:	Cause No. 2008SC000995		

Document Type:	Abstract of Judgment	**Execution Date:**	03/25/2010
Cause No.:	Not Stated	**Recorded Date:**	03/25/2010
Amount:	$120.00 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Belmel		

Document Type:	Judgment	**Execution Date:**	09/14/2011
Cause No.:	2011TR001714	**Recorded Date:**	09/14/2011
Amount:	$175.30 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Belmel		

Document Type:	Judgment	**Execution Date:**	04/04/2012
Cause No.:	Not Stated	**Recorded Date:**	04/04/2012
Amount:	$120.00 + Costs + Interest		
Plaintiff:	Sheboygan County Clerk of Circuit Court, 615 N Sixth STreet, Sheboygan, WI 53081-4692		
Defendant:	Laura R. Belmel		

4000 Horizon Way, Ste 250, Irving TX 75063 | Phone: 877.775.3603 | Fax: 972.459.1599
Email: SSattorney@solutionstar.com | Web: http://www.solutionstar.com/title-and-valuation-service/

LIEN REPORT

VI

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

Your Committee to whom was referred R. O. No. 118-14-15 by the City Clerk submitting a Motion to Modify Second Amended Plan of Reorganization regarding Michael H. Dilworth, Debtor (United States Bankruptcy Court, Eastern District of Wisconsin); recommends that the document be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 118 - 14 - 15. By CITY CLERK. September 2, 2014.

Submitting a Motion To Modify Second Amended Plan of Reorganization regarding Michael H. Dilworth, Debtor (United States Bankruptcy Court, Eastern District of Wisconsin).

Susan Richards
City Clerk

Finance
File

II

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

MICHAEL H. DILWORTH, **Case No. 13-28043-PP**

Debtor.

MOTION TO MODIFY SECOND AMENDED PLAN OF REORGANIZATION

Michael H. Dilworth (the "Debtor") moves the Court pursuant to 11 U.S.C. § 1127(a) to modify the Debtor's Second Amended Plan of Reorganization to read as stated on the attached redlines included as **Exhibit A** (the "Modified Plan"). A clean copy of the Modified Plan has been filed as Docket No. 346. In support of the Debtor's Motion, the Debtor states as follows:

Jurisdiction

1. On June 10, 2013, the Debtor filed his voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Code"). An order for relief was entered on the same day.

2. The Debtor is continuing to operate his business and manage his affairs as a debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Code.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(a) and 157(a), and the order of reference in this district entered pursuant to § 157(a).

4. Venue is proper in this District and Court under 28 U.S.C. §§ 1408 and 1409.

5. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (L) as a matter concerning the administration of the Debtor's estate and the confirmation of a plan.

Justin M. Mertz
Kerkman & Dunn
757 North Broadway, Suite 300
Milwaukee, WI 53202
Phone: 414. 277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

The Proposed Modifications

The modifications to the Debtor's Plan are reflected in the redline pages attached collectively as **Exhibit A**. The modifications address the following primary areas:

a. **Treatment of Hudson's Secured Claim (Art. 3.3(a)).** Most of the redlines have been made to Art. 3.3(a) of the Plan. Those changes are summarized as follows:

- The Properties remain retained by the Debtor; the interest rate increases to 5.5% and the maturity date is shortened to 4 years from the Effective Date.
- The total Secured Claim will be $17,974,191. Hudson has agreed to immediately waive distribution on its entire Unsecured Claim of $2,311,242.
- Hudson has agreed to certain Release Prices for individual Properties, establishing a method to refinance or sell the Properties and provide distributions to creditors in the event of a profitable sale. If the Release Prices are paid within the first 2 years, Hudson will waive additional deficiency amounts against the Reorganized Debtor, which provides additional benefit for creditors in the case.
- The Debtor has agreed to place deeds for the Properties into escrow, which can be recorded in the event of default under the Plan.
- After the Effective Date, the Properties will be transferred to various yet-to-be-formed limited liability companies, owned by the Reorganized Debtor and the existing co-borrowers. These new companies will only own the real estate and will be obligated to make the payments to creditors under the Modified Plan.

b. **Treatment of WaterStone Bank (Art. 3.3(e)).** Minor edits have been made to reflect the correct monthly payments to be made to WaterStone; the amounts are lower than originally drafted. The treatment has not changed and these edits do not impact other

creditors.

c. **Treatment of Class 6 Creditors (Art. 3.6).** Minor edits have been made to toll any statute of limitations on claims of insiders; the treatment has not changed and these edits do not impact other creditors.

d. **Treatment of Class 7 Creditors (Art. 3.7).** Per PNC Bank's request, the Debtor has agreed to add PNC to the list of lenders whose guaranties will remain in place. Independent of this change, it has been and continues to be the Debtor's intention to reaffirm all valid contingent obligations and guaranty agreements of all members within Class 7. Additionally, Ally Financial has been added to reflect Ally's correct status as a member of Class 7 (not Class 3F as previously reported on Exhibit 4 of the Disclosure Statement). These edits do not change any rights or payment terms under the Plan and do not impact other creditors.

e. **Revised Budgets.** The Debtor has revised and updated the budgets that were attached to the Disclosure Statement as Exhibit 6. The updated budgets include the revisions set forth in the Modified Plan, as well as any necessary updates since the filing of the budgets in February 2014. The Debtor believes that the projections continue to show that the Plan is feasible. The updated budgets are attached to this Motion as **Exhibit B.**

Legal Basis for Relief

Section 1127(a) provides that a proponent may modify a plan at any time before confirmation as long as the modified plan meets the requirements of §§ 1122 and 1123. The proponent of the modification must also comply with the post-petition disclosure and solicitation requirements of § 1125.

If the Court finds that the proposed modifications do not adversely change the treatment of the claim of any creditor or the interest of any equity security holder who has not accepted the

modification in writing, the modification shall be deemed accepted by all creditors and equity security holders who have previously accepted the plan. Fed. R. Bankr. P. 3019; *In re Sentinel Mgmt. Group, Inc.*, 398 B.R. 281, 300-03 (Bankr. N.D. Ill. 2008) (minor modifications that do not adversely affect creditors do not require the debtor to solicit new acceptances). If a modification to a plan is minor, a new disclosure statement is not required. *Sentinel*, 398 B.R. at 300-03.

A plan modification is immaterial if it would not cause a claimant to reconsider its acceptance of the plan. *Id.* at 303. An immaterial modification does not trigger the requirement for new acceptances of the plan, and the plan as modified may be deemed accepted by all creditors who previously accepted the plan. *Id.* The immaterial modification *de facto* satisfies the § 1125 disclosure requirements. *In re Am. Solar King Corp.*, 90 B.R. 808, 824 (Bankr. W.D. Tex. 1988).

Application

Here, the modifications have already been accepted by creditors who are impacted by them. The modifications are immaterial as to all other creditors because the treatment to other classes remains the same. All creditors and equity holders who have previously accepted the Plan should be deemed to accept the Modified Plan.

Likewise, the Modified Plan also satisfies the § 1125 disclosure requirements because the proposed modifications are immaterial to other classes and the fundamental information previously provided in the Debtor's Disclosure Statement has not changed.

The most significant fact is that the proposed plan payments to unsecured creditors remain unchanged. Although the term of the Hudson secured loan has been shortened to a 4-year term, unsecured creditors are not adversely impacted. Unsecured creditors will continue to

receive their payments from the Debtor, who will continue his business operations. Under the Debtor's original plan, the Debtor always had the ability to sell or refinance his Properties at a date earlier than the term of the Plan.

Lastly, this Motion and the Modified Plan are being sent to all creditors with a 21-day opportunity to object and/or change their ballot to accept or reject the Modified Plan. Therefore, adequate information is being provided to creditors as may be required under § 1127(f)(2). Given the circumstances, the Debtor believes notice is sufficient. The Modified Plan should be confirmed at the final hearing on confirmation scheduled for September 30, 2014 at 1:30 p.m.

Conclusion

Provided that no creditors change their vote on the Modified Plan, ***all classes will have accepted the Modified Plan***. For the reasons stated above, the Debtor requests that the Motion be approved and that the Modified Plan be confirmed by the Court.

Dated: August 27, 2014.

/s/ Justin M. Mertz
Justin M. Mertz
Kerkman & Dunn
Attorneys for the Debtor

P.O. Address:
757 N. Broadway, Suite 300
Milwaukee, WI 53202-3612
Phone: 414.277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

MICHAEL H. DILWORTH,

Debtor.

Case No. 13-28043-PP
Chapter 11

NOTICE OF (I) MOTION TO MODIFY PLAN AND (II) FINAL HEARING ON CONFIRMATION OF THE DEBTOR'S PLAN

To: All Interested Parties

PLEASE TAKE NOTICE that the Debtor has filed the attached motion to modify the plan (the "Motion") pursuant to 11 U.S.C. § 1127. The Motion requests approval of certain modifications to the Debtor's second amended plan of reorganization (the "Modified Plan"), which are attached to the Motion as an exhibit. A clean copy of the Modified Plan is on file with the Court. The Debtor requests that the Court approve the Motion and confirm the Modified Plan.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

The **final** hearing to consider confirmation of the Debtor's Modified Plan will be held at **1:30 p.m. on September 30, 2014** at:

Honorable Pamela Pepper
Room 149
United States Federal Courthouse
517 E. Wisconsin Ave.
Milwaukee, Wisconsin 53202

If you do not want the Court to confirm the Modified Plan, or if you would like to change your ballot accepting or rejecting the Modified Plan, then on or before **September 17, 2014**, you

Justin M. Mertz
KERKMAN & DUNN
757 North Broadway, Suite 300
Milwaukee, WI 53202
Phone: 414. 277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

or your attorney must file a written objection to the Modified Plan, or a notice indicating your intent to change your vote, with the Bankruptcy Court at the following address:

Clerk of Court
United States Bankruptcy Court
517 East Wisconsin Avenue, Room 126
Milwaukee, Wisconsin 53202

If you mail your objection or notice to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the date stated above.

You must also mail a copy of your objection or notice to:

Justin M. Mertz
Kerkman & Dunn
757 North Broadway, Suite 300
Milwaukee, WI 53202-3612

Debra L. Schneider
Office of the United States Trustee
517 E. Wisconsin Ave., Suite 430
Milwaukee, WI 53202

In addition to filing any objection or notice and mailing a copy of it as stated above, you or your attorney must also appear at the hearing on **September 30, 2014 at 1:30 p.m.**

If you or your attorney do not take these steps, the Court may decide that you do not oppose the Modified Plan, and may enter an order confirming it.

Dated: August 27, 2014.

/s/ Justin M. Mertz
Justin M. Mertz
Kerkman & Dunn

Attorneys for the Debtor,
Michael H. Dilworth

P.O. Address:

757 N. Broadway, Suite 300
Milwaukee, WI 53202-3612
Phone: 414.277.8200
Facsimile: 414.277.0100
Email: jmertz@kerkmandunn.com

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In re:

Michael H. Dilworth, **Case No. 13-28043-pp**

Debtor.

SECOND AMENDED PLAN OF REORGANIZATION
(as modified August 27, 2014)

Kerkman & Dunn
Attorneys for
Debtor-in-Possession
757 N. Broadway, Suite 300
Milwaukee, Wisconsin 53202
Phone: (414) 277-8200
Facsimile: (414) 277-0100
Email: jmertz@kerkmandunn.com

Dated: Milwaukee, Wisconsin
~~July 10~~August 27, 2014.

property taxes that accrued after the Petition Date that are secured by the Properties. On Retained Properties, Class 2A Claims are unimpaired and the Debtor shall pay such amounts as they become due.

(b) ***Class 2B: Allowed Secured Pre-Petition Tax Claims.*** The members of Class 2B hold Claims for property taxes that accrued prior to the Petition Date secured by the Properties.

On Retained Properties, Class 2B Claims have been paid in full by the Debtor during the pendency of the Case; but to the extent that Class 2B Claims on Retained Properties have not been paid, Class 2B Claims will be paid in full in equal monthly installments of principal and interest at the rate specified by 11 U.S.C. § 511 over a term of 60 months from the Petition Date, with payments commencing on the 15th day of the first month following the Effective Date.

On Released Properties, Class 2B Claims will be paid in full upon the sale of each Released Property, whether pursuant to (i) the Plan or an order of the Bankruptcy Court under § 363 or otherwise, or (ii) the sale of such Property pursuant to state law in a foreclosure sale or otherwise. On Released Properties, any applicable stay or injunction arising from the Debtor's filing of the chapter 11 case is terminated so that Class 2B Claims may realize on any rights to release on the Liens securing such Claims. Any Liens securing Class 2B Claims survive after the Confirmation Date. The Debtor shall have no obligation to make payments on Class 2B Claims with respect to Released Properties.

(c) ***Class 2C: Allowed Priority Unsecured Claims.*** The Allowed Priority Unsecured Claims in Class 2C are unimpaired under the Plan. The Allowed Priority Unsecured Claims will be paid in full on the Effective Date, unless otherwise agreed by the holder of a Claim in Class 2C.

3.3 ***Classes 3A through 3E: Allowed Secured Lender Claims.***

(a) ***Class 3A: Allowed Secured Claims of Hudson.***

(i) *Impairment.* The Allowed Secured Claims of Hudson are impaired.

(ii) *Amount.* Hudson's total Allowed Secured ~~Claims~~Claim shall be $17,974,191, this claim shall not be reduced by any payment made by the Debtor prior to the Confirmation Date and the Debtor's objection(s) thereto are deemed ~~to be $17,391,517~~withdrawn, waived and released.

(iii) *Retention of Liens.* Hudson shall retain its Liens on its Collateral to secure the Debtor's ~~and~~, the Reorganized Debtor's and "Newco's" (as hereinafter defined) obligations to Hudson under the Plan. Hudson's Allowed Secured Claim shall remain cross-collateralized as provided in the Prepetition Loan Documents; further, a default with respect to one Pre-Petition Loan Document may be considered a default with respect to all of the Prepetition Loan Documents for Hudson's Collateral, and shall be combined into consolidated obligations (one for each Newco) subject to the terms hereof.

(iv) *Treatment of Allowed Secured Claims and Collateral.*

(1) *Retained Properties.* Hudson's Collateral shall be Retained Properties. ~~Hudson's Allowed Secured Claims on Retained Properties shall be first reduced by the amount of adequate protection payments paid by the Debtor during the Case on each respective Retained Property. The remaining balances of Hudson's Allowed Secured Claims~~After the Effective Date, the Reorganized Debtor will transfer Hudson's Collateral to three limited liability companies, Newco 1 for Sheboygan Lakeview, Newco 2 for Forest Home Corporate Center, and Newco 3 for the remaining Properties (together, "Newco") which shall hold title to the Properties. Newco shall be obligated to the payment provisions of this Article of the Plan. The transfers shall be pursuant to 11 U.S.C. § 363 free and clear of all liens, claims, and encumbrances except for the Liens of Hudson and taxing authorities. Pursuant to 11 U.S.C. § 1146, neither the Debtor, the Reorganized Debtor, any co-debtor/borrower, any Guarantor, nor Newco shall have any liability for charges, taxes, or fees due to a governmental authority (including the State of Wisconsin or any city or county of Wisconsin) for the initial transfer of the Properties pursuant to this Plan.

(2) *Agreed Secured Claim Balances.* Hudson's Allowed Secured Claim shall be broken down and attributed to each Property as follows (each, an "Agreed Balance"):

Address	Common Name	Agreed Balance
1435 S. 7th St., Sheboygan	Sheboygan Lakeview	$158,554
1.5 & 1.8 Acre Outlots in Oak Creek	Rawson/Pennsylvania	$115,637
3030-3130 W. Rawson Ave., Franklin	3030 & 3130 Rawson	$500,000
11311 W. Forest Home Ave., Franklin	Forest Home Corp. Center	$6,100,000
705 Carol Street, Clinton	Carol Street	$2,500,000
650 W. Beaverbrook, Spooner	Pamida	$1,600,000
7530-7630 Pershing Blvd., Kenosha	Pershing/Sears/McDonalds	$7,000,000

~~(1)~~(3) *Payment Terms.* The Agreed Balances shall be paid by the Reorganized Debtor in equal monthly installments of principal with fixed interest at the rate of 45.5% per annum amortized over 25 years with no pre-payment penalties. ~~However, the Debtor shall pay interest only on the balance attributed to the Forest Home Corporate Center Loan for a period of six months from the first payment under the Plan. Hudson shall release a Lien on a respective piece of Collateral in the event the balance of the amount of its Allowed Secured Claim allocated to such piece of Collateral is paid in full.~~ The monthly installments will commence on the 15th day of the first month following the Effective Date or the date of execution of the any documents required in Art. 3.3(a)(viii) whichever is later, and will continue on the 15th day of each subsequent month until the full principal amount is paid. ~~The balance of Hudson's Allowed Secured Claim~~Any remaining Agreed Balances shall be paid in full ~~30 days after~~on the due date of the ~~84th~~48th payment. The Reorganized Debtor shall pay Hudson the Agreed Balance for the Sheboygan Lakeview Property within 30 days of the Effective Date.

(4) *Release Prices.* Hudson shall release its Liens on a respective piece of Collateral in the event the Agreed Balance allocated to such piece of Collateral is paid in full. However, in the event the Reorganized Debtor sells or refinances one or more of the Hudson Properties within 1 or 2 years of the Effective Date, Hudson agrees to release its Lien(s)

on such Property or Properties, provided that Hudson receives the amounts indicated below (the "Release Price(s)"); after 2 years, the Release Prices shall revert to the remaining Agreed Balance associated with such Property. The amount of each monthly payment attributed to principal shall reduce each Release Price and/or Agreed Balance accordingly. If the Release Price is paid, any additional deficiency amount (i.e., the difference between the Agreed Balance and the Release Price) attributed to such Property shall be cancelled and released by Hudson upon receipt of the Release Price. Any net proceeds realized by the Reorganized Debtor above such Release Price shall be retained by the Reorganized Debtor.

Common Name	Year 1 Release Price	Year 2 Release Price
Sheboygan Lakeview	$158,554	$158,554
Rawson/Pennsylvania	$115,637	$115,637
3030 & 3130 Rawson	$400,000	$450,000
Forest Home Corp. Center	$5,700,000	$5,800,000
Carol Street	$2,400,000	$2,500,000
Pamida	$1,400,000	$1,500,000
Pershing/Sears/McDonalds	$6,500,000	$6,700,000

(5) *Deeds in Escrow & Default.* Newco shall provide to Hudson (or its assigns) quit-claim deeds, in recordable form, to be held in escrow by Hudson's attorneys. The deeds shall remain held in escrow unless and until (a) Newco or the Reorganized Debtor has materially defaulted under the terms of the Plan, (b) Newco or the Reorganized Debtor does not cure such default within 15 days of receiving written notice from Hudson. If Newco or the Reorganized Debtor does not cure such default, Hudson may, at its option, record the deeds and accept them in full satisfaction of the Agreed Balance(s) for each Property, or otherwise exercise its rights under the Prepetition Loan Documents. Newco shall be organized, and its operating agreement shall provide, that it may not seek relief under the Bankruptcy Code or any other insolvency statute without the unanimous consent of all of its members which members shall include at least one corporation not authorized to vote for such relief without the unanimous consent of its directors one of whom shall be appointed by Hudson.

(v) *Treatment of Allowed Unsecured Claim.* Any remaining ~~Unsecured Claim~~Claims of Hudson shall be treated as a Class 5 Unsecured Claim. Hudson agrees to waive any distribution to which it may be entitled on its remaining Class 5 Unsecured Claim, but may apply any payments made by the Debtor prior to the Confirmation Date thereto.

(vi) *Guaranties.* Upon the Effective Date, Hudson shall waive and discharge any Claim that it may have against the Debtor, any Guarantor, co-borrower, or co-debtor of the Prepetition Loan Documents in any amount above each respective Agreed Balance. All guaranties, including without limitation that of the Debtor, shall remain in effect as they existed prior to the Petition Date, but shall be amended to only secure the Agreed Balance(s) of Newco's and the Reorganized Debtor's obligations to Hudson under the Plan. Upon receipt of the Release Price on a particular Property, any and all collateral owned by a co-borrower, Guarantor, or entity owned by a Guarantor, that secures the obligations under the Prepetition Loan Documents associated with such Property, and any guaranties of the Prepetition Loan Documents and any documents under Art. 3.3(a)(viii) associated with such Property, shall be released by Hudson.

(vii) *Pending Actions.* Any and all state and/or district court proceedings initiated by Hudson against any co-borrower, co-debtor, or Guarantor of the Prepetition Loan Documents shall be dismissed upon the Effective Date of the Plan, with no costs or fees to any party.

~~(v)~~(viii) The Reorganized Debtor, Newco and any Guarantor, co-borrower or co-debtor, on the one hand, and Hudson, on the other hand, shall execute and deliver such note(s), instruments, agreements, mortgages, amendments to mortgages, guaranties and reaffirmations and related documents as counsel to Hudson may reasonably require to make effective and memorialize the terms of this Plan as soon as possible after the Confirmation Date.

(b) ***Class 3B: Allowed Secured Claims of BMO Harris.***

(i) *Impairment.* The Allowed Secured Claim of BMO Harris is impaired.

(ii) *Amount.* BMO Harris' Allowed Secured Claim shall be deemed to be the stipulated value of the Park Place Property, plus the value of any cash on deposit in the Debtor's Park Place Debtor-in-Possession Account, which together, shall be in an amount not less than $2,850,000.

(iii) *Retention of Liens.* BMO Harris shall retain its Liens on its Collateral.

(iv) *Treatment of Collateral and Allowed Secured Claim.* BMO Harris' Collateral shall be a Released Property and shall be governed by the terms of the BMO Harris Park Place Stipulation. The BMO Harris Collateral (the Park Place Property and the Debtor-in-Possession Account maintained by the Debtor for the Park Place Property) shall be surrendered to BMO Harris via a deed in lieu of foreclosure according to the terms of the BMO Harris Park Place Stipulation. BMO Harris' Allowed Secured Claim shall be deemed nonrecourse by BMO Harris' receipt of the BMO Harris Collateral via deed in lieu of foreclosure.

(v) *Treatment of Allowed Unsecured Claims.* Any remaining Unsecured Claims of BMO Harris shall be treated as Class 5 Claims. The BMO Harris Claim No. 39 Stipulation shall control the treatment of BMO Harris' remaining Unsecured Claims.

(c) ***Class 3C: Allowed Secured Claims of Spring.***

(i) *Impairment.* The Allowed Secured Claims of Spring are impaired.

(ii) *Amount.* Spring's total Allowed Secured Claims shall be deemed to be the following amounts on the following pieces of Collateral:

(1) A first-position loan of $491,049 on Spring's Collateral located at Harris Drive;

Secured Claims on the St. Martins Properties and the Hillside Property shall be deemed fully satisfied from WaterStone's receipt of the St. Martins Properties and the Hillside Property via deeds in lieu of foreclosure, or alternatively, from the net proceeds (after payment of all unpaid and delinquent taxes, liens, and other closing costs necessary to deliver clean title to any eventual buyer) that WaterStone may receive after the St. Martins Properties and the Hillside Property are sold in or outside of a foreclosure proceeding.

WaterStone's Allowed Secured Claims on the Janesville Properties shall be paid by the Debtor in monthly payments of ~~$11,158.23, consisting of interest in the amount of $7,427.79 and $3,730.44 for real estate tax escrow during the pendency of the Case beginning in November 2013. After the Effective Date, the Debtor shall make monthly payments of~~ principal and interest against the principal balance of the Janesville Allowed Secured Claims to WaterStone on or before the 15th day of each and every month in the amount of ~~$14,059.80~~13,674.66, consisting of ~~$10,329.36~~9,944.22 of principal and interest, and $3,730.44 for real estate tax escrow, such that the first principal and interest payment shall occur the month following the final interest-only payment made during the Case. One final payment shall be due June 15, 2015 in an amount equal to the then unpaid principal and accrued and unpaid interest of the Allowed Secured Claims attributed to the Janesville Properties.

(vi) *Treatment of Allowed Unsecured Claim.* Any Allowed Unsecured Claims of WaterStone shall be treated as Class 5 Allowed Claims, as further detailed in the WaterStone Stipulation.

3.4 ***Classes 4A through 4B: Security Deposit Claimants.*** As part of the Tenant Leases, the Security Deposit Claimants may have provided the Debtor with security deposits to secure their obligations under each Tenant Lease.

(a) ***Class 4A: Leases Rejected by the Debtor.*** The Allowed Unsecured Claims of Tenants that arise from the Debtor's rejection of such Tenant Leases during this Case shall be paid in full within 45 days of the Effective Date. **The Debtor hereby rejects the Tenant Leases on any of the Released Properties, effective on the Confirmation Date.** The Bankruptcy Court fixed the time for filing proof of claim in the Case; however, pursuant to Rule 3003(c)(3), members of Class 4A whose leases are rejected effective on the Confirmation Date shall have 30 days from the Confirmation Date to file any proof of claim against the Debtor.

(b) ***Class 4B: Leases Assumed by the Debtor.*** All Tenant Leases that are not explicitly rejected by the Debtor by motion or pursuant to the Plan are hereby assumed. The assumed Leases are (i) unimpaired by this Plan, and (ii) are therefore not entitled to vote on the Plan. Security deposits that must be returned to the Security Deposit Claimants pursuant to the terms of each Tenant Lease will be returned in the ordinary course of business.

The Debtor's assumption of Tenant Leases (unless otherwise rejected by a motion filed with the Court) requires the Debtor and the Reorganized Debtor to continue performance pursuant to the terms of each such Tenant Lease, including the return of the Security Deposit Claimants' security deposits pursuant to the terms of each Tenant Lease. There are no cure amounts necessary to be paid due to the Debtor's assumption of the Tenant Leases.

3.5 ***Class 5: Allowed Non-Trade, Non-Insider Unsecured Claims.*** Allowed Claims in Class 5 shall consist of Allowed Unsecured Claims against the Debtor which are not otherwise included within Classes 6, 7, or 8. Claims in Class 5 are impaired under the Plan. Unless otherwise agreed to less favorable treatment by the holder of a Class 5 Claim, Allowed Claims in Class 5 shall receive a Pro-Rata Share of $25,000, payable within six months following the Effective Date.

3.6 ***Class 6: Allowed Unsecured Insider Claims.*** Allowed Claims in Class 6 are impaired and shall consist of the Allowed Unsecured Insider Claims. Allowed Claims in Class 6 shall retain any interest they (or their companies) may have in the Properties as co-owners. Class 6 Insider Claims shall be subordinated to Class 8 and will only receive payments on such Claims in the event Class 8 is paid in full. ~~Class 6 Creditors shall share in the future profits, if any, generated by the Properties to reduce the balance of their Claims against the Debtor~~Any applicable statute of limitations to enforce a Class 6 Claim shall be deemed tolled from the Petition Date through the completion of payments to Class 8 Claims. Thereafter, Class 6 Creditors may enforce their Claims against the Debtor and may, without limitation, share in the future profits, if any, generated by the Properties to reduce the balance of their Claims against the Debtor.

3.7 ***Class 7: Allowed Unsecured Contingent Claims.*** Allowed Unsecured Claims in Class 7 are impaired. To the extent that the Debtor's filing of this Case could be considered a default under the terms and provisions of any guaranteed obligations and/or guaranty agreements, such default shall be deemed waived by members of Class 7. However, the Debtor hereby reaffirms that all guaranteed obligations and guaranty agreements including those executed by him in favor of Tri City National Bank, PNC Bank, N.A., Ally Financial, and Associated Bank N.A. (collectively, the "Guarantees"), remain in full force and effect and acknowledges that this Case and the Plan are not intended to affect or limit the continuing nature of the Guarantees of Class 7 Creditors.

3.8 ***Class 8: Allowed Unsecured Trade Claims.*** Allowed Unsecured Claims in Class 8 shall be paid in full, in equal installments beginning the 15th day of the first month following the Effective Date. The Debtor reserves the right to make monthly, quarterly, or bi-annual distributions to the Creditors in Class 8 for administrative convenience purposes.

3.9 ***Class 9: Equity Interests in the Debtor.*** The Interests in Class 9 are unimpaired and unaffected under the Plan. They shall retain their Interests.

3.10 ***Prepayment Without Penalty.*** At any time, the Reorganized Debtor may prepay, without penalty, any of his obligations under the Plan to any Creditor if the Debtor or Reorganized Debtor has the ability to do so and otherwise complies with his obligations under the Plan.

3.11 ***Continuance of Prepetition Loan Documents.*** The Prepetition Loan Documents shall continue in effect to the extent consistent with the provisions of the Plan. If requested by a Lender, the Reorganized Debtor shall execute a Prepetition Loan Document assumption agreement consistent with the provisions of the Plan. Notwithstanding the foregoing, such assumption agreement shall not modify or amend the Prepetition Loan Documents except as provided by the Plan, and the Reorganized Debtor shall not be required to execute new or additional loan documents except for such assumption agreement(s) referenced herein.

Claim shall be entitled to the accrual of post-petition interest on account of such Claim.

11.9 Any documents necessary to effect the provisions of the Plan will be filed with the Bankruptcy Court before the hearing on confirmation.

11.10 The attorneys' fees and costs to administer consummation of the Plan shall be reasonable.

ARTICLE XII
CONCLUSION

The Plan reflects the Debtor's best efforts to reorganize his business in a manner that preserves his continued viability, advances the interests of creditors, and complies in all aspects with the requirements of the Code.

Dated: ~~July 10~~August 27, 2014.

By: */s/ Justin M. Mertz*
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	Oct-14	Nov-14	Dec-14
Revenues (Rents)			
3030 & 3130 W Rawson Avenue	-	-	-
Carol Street	44,385	44,385	44,385
Pershing	98,455	98,455	98,455
Forest Home Corporate Center	27,269	27,269	27,269
Pamida	14,000	14,000	14,000
Rawson Village	-	-	-
Sheboygan	-	-	-
Mike's No.10-Port Washington	-	-	-
Layton Avenue	600	600	600
Revenue Total	182,689	182,689	182,689
Operating Expenses			
General Repairs / Maint.	(7,745)	(7,745)	(7,745)
Snow Removal	(3,700)	(3,700)	(3,700)
Trash Removal	(2,213)	(2,213)	(2,213)
Landscaping	(2,254)	(2,254)	(2,254)
Management Fees	(11,660)	(11,660)	(11,660)
Utilities			
Water / Sewer	(5,370)	(5,370)	(5,370)
Electric / Gas	(4,955)	(7,605)	(7,605)
Insurance	(4,740)	(4,740)	(4,740)
Non-Operating Expenses			
Tax Escrows	(44,895)	(44,895)	(44,895)
Plan Payments			
Class 1 Administrative		(90,875)	
Class 2 Priority Claims		(1,823)	(43)
Class 3 Secured Lenders			
Hudson	(78,908)	(267,958)	(109,404)
Spring Bank		(4,814)	(4,814)
Class 5 Unsecured Claims		(25,000)	
Class 8 Unsecured Claims		(6,629)	(6,629)
Business Expenses Total	(166,439)	(467,280)	(211,071)
Personal Income			
Payroll	4,734	4,734	4,734
Cash Flow from LLCs	4,293	4,293	4,293
Personal Revenue Total	9,027	9,027	9,027
Personal Expenses			
Utilities	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)
Pool maintenance	(335)	(335)	(335)
Lawn maintenance/Snow Plowing	(1,650)	(1,650)	(1,650)
Pest control	(70)	(70)	(70)
Pier installation & removal	(170)	(170)	(170)
Plumbing	(40)	(40)	(40)
HVAC	(40)	(40)	(40)
Lake dues	(70)	(70)	(70)
Misc. service work, repairs	(400)	(400)	(400)
Medical	-	-	-
Dental	(750)	(750)	(750)
Wisconsin Club	(220)	(220)	(220)
Milwaukee Journal subscription	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders			
Waterstone	(9,944)	(9,944)	(9,944)
Personal Expenses Total	(17,354)	(17,354)	(17,354)
Net Cash Flow	7,922	(312,918)	(36,709)
Cumulative Cash Balance	373,428	60,509	23,800

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	99,501	99,501	99,557	99,640	99,678	99,678
Forest Home Corporate Center	41,633	41,633	41,633	41,633	41,633	41,633
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	581	581	581	581	581	581
Revenue Total	206,030	206,030	206,086	206,169	206,207	206,207
Operating Expenses						
General Repairs / Maint.	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)
Snow Removal	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)
Trash Removal	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)
Landscaping	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)
Management Fees	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)
Utilities						
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)
Electric / Gas	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)
Insurance	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)
Non-Operating Expenses						
Tax Escrows	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(109,404)	(109,404)	(109,404)	(109,404)	(109,404)	(109,404)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(203,642)	(203,642)	(203,642)	(203,642)	(203,642)	(203,642)
Personal Income						
Payroll	5,500	5,500	5,500	5,500	5,500	5,500
Cash Flow from LLCs	7,462	7,462	7,462	7,462	7,462	7,462
Personal Revenue Total	12,962	12,962	12,962	12,962	12,962	12,962
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(224)	(224)	(224)	(224)	(224)	(224)
Lawn maintenance/Snow Plowing	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)
Pest control	(47)	(47)	(47)	(47)	(47)	(47)
Pier installation & removal	(114)	(114)	(114)	(114)	(114)	(114)
Plumbing	(27)	(27)	(27)	(27)	(27)	(27)
HVAC	(27)	(27)	(27)	(27)	(27)	(27)
Lake dues	(47)	(47)	(47)	(47)	(47)	(47)
Misc. service work, repairs	(400)	(400)	(400)	(400)	(400)	(400)
Medical	-	-	-	-	-	-
Dental	(503)	(503)	(503)	(503)	(503)	(503)
Wisconsin Club	(147)	(147)	(147)	(147)	(147)	(147)
Milwaukee Journal subscription	(20)	(20)	(20)	(20)	(20)	(20)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)
Personal Expenses Total	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)
Net Cash Flow	(891)	(891)	(834)	(752)	(713)	(713)
Cumulative Cash Balance	22,909	22,019	21,185	20,433	19,720	19,007

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	2015 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	99,678	99,678	99,678	99,678	99,846	99,846	1,195,961
Forest Home Corporate Center	57,877	57,877	57,877	57,877	57,877	57,877	597,056
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	581	581	581	581	581	581	6,977
Revenue Total	222,451	222,451	222,451	222,451	222,619	222,619	2,571,773
Operating Expenses							
General Repairs / Maint.	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(6,750)	(81,003)
Snow Removal	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(3,701)	(44,412)
Trash Removal	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(2,213)	(26,557)
Landscaping	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(2,255)	(27,060)
Management Fees	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(10,927)	(131,124)
Utilities							
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(64,446)
Electric / Gas	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(6,472)	(77,667)
Insurance	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(4,745)	(56,940)
Non-Operating Expenses							
Tax Escrows	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(40,318)	(483,816)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,291,522)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(200,088)	(200,088)	(200,088)	(200,088)	(200,088)	(200,088)	(2,422,382)
Personal Income							
Payroll	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Cash Flow from LLCs	7,462	7,462	7,462	7,462	7,462	7,462	89,543
Personal Revenue Total	12,962	12,962	12,962	12,962	12,962	12,962	155,543
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(224)	(224)	(224)	(224)	(224)	(224)	(2,693)
Lawn maintenance/Snow Plowing	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(1,106)	(13,266)
Pest control	(47)	(47)	(47)	(47)	(47)	(47)	(563)
Pier installation & removal	(114)	(114)	(114)	(114)	(114)	(114)	(1,367)
Plumbing	(27)	(27)	(27)	(27)	(27)	(27)	(322)
HVAC	(27)	(27)	(27)	(27)	(27)	(27)	(322)
Lake dues	(47)	(47)	(47)	(47)	(47)	(47)	(563)
Misc. service work, repairs	(400)	(400)	(400)	(400)	(400)	(400)	(4,800)
Medical	-	-	-	-	-	-	-
Dental	(503)	(503)	(503)	(503)	(503)	(503)	(6,030)
Wisconsin Club	(147)	(147)	(147)	(147)	(147)	(147)	(1,769)
Milwaukee Journal subscription	(20)	(20)	(20)	(20)	(20)	(20)	(241)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(9,944)	(119,331)
Personal Expenses Total	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(16,240)	(194,886)
Net Cash Flow	19,084	19,084	19,084	19,084	19,252	19,252	110,049
Cumulative Cash Balance	38,091	57,175	76,260	95,344	114,596	133,849	

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	99,848	99,846	100,113	100,358	100,358	101,220
Forest Home Corporate Center	64,543	64,543	64,543	64,543	64,543	64,543
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	593	593	593	593	593	593
Revenue Total	229,297	229,297	229,564	229,809	229,809	230,671
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)
Landscaping	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)
Management Fees	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)
Utilities						
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)
Electric / Gas	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)	(3,306)
Insurance	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)
Non-Operating Expenses						
Tax Escrows	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)
Personal Income						
Payroll	5,500	5,500	5,500	5,500	5,500	5,500
Cash Flow from LLCs	5,280	5,280	5,280	5,280	5,280	5,280
Personal Revenue Total	10,780	10,780	10,780	10,780	10,780	10,780
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(111)	(111)	(111)	(111)	(111)	(111)
Lawn maintenance/Snow Plowing	(545)	(545)	(545)	(545)	(545)	(545)
Pest control	(23)	(23)	(23)	(23)	(23)	(23)
Pier installation & removal	(56)	(56)	(56)	(56)	(56)	(56)
Plumbing	(13)	(13)	(13)	(13)	(13)	(13)
HVAC	(13)	(13)	(13)	(13)	(13)	(13)
Lake dues	(23)	(23)	(23)	(23)	(23)	(23)
Misc. service work, repairs	(132)	(132)	(132)	(132)	(132)	(132)
Medical	-	-	-	-	-	-
Dental	(248)	(248)	(248)	(248)	(248)	(248)
Wisconsin Club	(73)	(73)	(73)	(73)	(73)	(73)
Milwaukee Journal subscription	(10)	(10)	(10)	(10)	(10)	(10)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)
Personal Expenses Total	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)
Net Cash Flow	44,155	44,155	44,422	44,667	44,867	45,529
Cumulative Cash Balance	176,004	222,159	266,580	311,247	355,913	401,442

	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	2016 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	101,220	101,436	101,436	101,436	101,436	101,436	1,210,141
Forest Home Corporate Center	64,543	64,543	64,543	64,543	64,543	64,543	774,512
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	593	593	593	593	593	593	7,116
Revenue Total	230,671	230,887	230,887	230,887	230,887	230,887	2,763,549
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,006)
Snow Removal	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(3,702)	(44,424)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(26,584)
Landscaping	(2,256)	(2,256)	(2,256)	(2,256)	(2,256)	(2,258)	(27,070)
Management Fees	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(11,792)	(141,499)
Utilities							
Water / Sewer	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(5,371)	(64,453)
Electric / Gas	(3,308)	(3,306)	(3,306)	(3,308)	(3,306)	(3,306)	(39,675)
Insurance	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(4,750)	(57,005)
Non-Operating Expenses							
Tax Escrows	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(26,502)	(318,019)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(183,979)	(2,207,750)
Personal Income							
Payroll	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Cash Flow from LLCs	5,280	5,280	5,280	5,280	5,280	5,280	63,358
Personal Revenue Total	10,780	10,780	10,780	10,780	10,780	10,780	129,358
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(111)	(111)	(111)	(111)	(111)	(111)	(1,327)
Lawn maintenance/Snow Plowing	(545)	(545)	(545)	(545)	(545)	(545)	(6,534)
Pest control	(23)	(23)	(23)	(23)	(23)	(23)	(277)
Pier installation & removal	(56)	(56)	(56)	(56)	(56)	(56)	(673)
Plumbing	(13)	(13)	(13)	(13)	(13)	(13)	(158)
HVAC	(13)	(13)	(13)	(13)	(13)	(13)	(158)
Lake dues	(23)	(23)	(23)	(23)	(23)	(23)	(277)
Misc. service work, repairs	(132)	(132)	(132)	(132)	(132)	(132)	(1,584)
Medical	-	-	-	-	-	-	-
Dental	(248)	(248)	(248)	(248)	(248)	(248)	(2,970)
Wisconsin Club	(73)	(73)	(73)	(73)	(73)	(73)	(871)
Milwaukee Journal subscription	(10)	(10)	(10)	(10)	(10)	(10)	(119)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(7,062)	(84,742)
Personal Expenses Total	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(11,943)	(143,311)
Net Cash Flow	45,529	45,745	45,745	45,745	45,745	45,745	541,846
Cumulative Cash Balance	448,971	492,716	538,461	584,205	629,950	675,694	

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	101,436	101,436	101,436	101,436	101,436	101,436
Forest Home Corporate Center	67,877	67,877	67,877	67,877	67,877	67,877
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	605	605	605	605	605	605
Revenue Total	234,232	234,232	234,232	234,232	234,232	234,232
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)
Landscaping	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)
Management Fees	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)
Utilities						
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)
Insurance	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)
Non-Operating Expenses						
Tax Escrows	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)
Personal Income						
Payroll	6,500	6,500	6,500	6,500	6,500	6,500
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084
Personal Revenue Total	16,584	16,584	16,584	16,584	16,584	16,584
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)
Personal Expenses Total	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)
Net Cash Flow	51,613	51,613	51,613	51,613	51,613	51,613
Cumulative Cash Balance	727,307	778,920	830,533	882,146	933,759	985,372

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	2017 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	101,436	101,436	101,436	101,436	101,436	101,958	1,217,753
Forest Home Corporate Center	67,877	67,877	67,877	64,483	67,877	67,877	811,126
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	605	605	605	605	605	605	7,259
Revenue Total	234,232	234,232	234,232	230,839	234,232	234,755	2,807,918
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,009)
Snow Removal	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(3,703)	(44,437)
Trash Removal	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(2,214)	(26,571)
Landscaping	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(2,257)	(27,081)
Management Fees	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(11,944)	(143,330)
Utilities							
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(64,460)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(39,682)
Insurance	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(4,756)	(57,072)
Non-Operating Expenses							
Tax Escrows	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(31,415)	(376,978)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(189,054)	(2,268,654)
Personal Income							
Payroll	6,500	6,500	6,500	6,500	6,500	6,500	78,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084	121,008
Personal Revenue Total	16,584	16,584	16,584	16,584	16,584	16,584	199,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,990)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(5,368)	(64,419)
Personal Expenses Total	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(10,149)	(121,788)
Net Cash Flow	51,613	51,613	51,613	48,219	51,613	52,135	616,483
Cumulative Cash Balance	1,036,984	1,088,597	1,140,210	1,188,429	1,240,042	1,292,177	

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	101,958	101,958	101,958	101,958	103,040	103,040
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	13,300	13,300	13,300	13,300	13,300	13,300
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	617	617	617	617	617	617
Revenue Total	230,673	230,673	230,673	230,673	231,755	231,755
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)
Trash Removal	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)
Landscaping	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities						
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)
Insurance	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)
Non-Operating Expenses						
Tax Escrows	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)
Personal Income						
Payroll	7,000	7,000	7,000	7,000	7,000	7,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084
Personal Revenue Total	17,084	17,084	17,084	17,084	17,084	17,084
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	54,027	54,027	54,027	54,027	55,109	55,109
Cumulative Cash Balance	1,346,204	1,400,231	1,454,257	1,508,284	1,563,393	1,618,501

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	2018 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,040	103,040	103,040	103,040	103,040	103,040	1,232,155
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	13,300	13,300	13,300	13,300	13,300	13,300	159,600
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	617	617	617	617	617	617	7,404
Revenue Total	231,755	231,755	231,755	231,755	231,755	231,755	2,776,732
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,012)
Snow Removal	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(3,704)	(44,449)
Trash Removal	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(2,215)	(26,579)
Landscaping	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(2,258)	(27,091)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,463)
Utilities							
Water / Sewer	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(5,372)	(64,466)
Electric / Gas	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(3,307)	(39,690)
Insurance	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(4,762)	(57,140)
Non-Operating Expenses							
Tax Escrows	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(31,455)	(377,466)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)	(519)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(79,543)
Business Expenses Total	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(188,949)	(2,267,392)
Personal Income							
Payroll	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Cash Flow from LLCs	10,084	10,084	10,084	10,084	10,084	10,084	121,008
Personal Revenue Total	17,084	17,084	17,084	17,084	17,084	17,084	205,008
				-			
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	55,109	55,109	55,109	55,109	55,109	55,109	656,976
Cumulative Cash Balance	1,673,610	1,728,719	1,783,827	1,838,936	1,894,045	1,949,153	

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	103,217	103,217	103,217	103,217	103,217	103,217
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	629	629	629	629	629	629
Revenue Total	232,644	232,644	232,644	232,644	232,644	232,644
Operating Expenses						
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)
Snow Removal	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities						
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)
Electric / Gas	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)
Insurance	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)
Non-Operating Expenses						
Tax Escrows	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)
Plan Payments						
Class 1 Administrative						
Class 2 Priority Claims	(43)	(43)	(43)	(43)	(43)	(43)
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)	(6,629)
Business Expenses Total	(189,001)	(189,001)	(189,001)	(189,001)	(189,001)	(189,001)
Personal Income						
Payroll	7,500	7,500	7,500	7,500	7,500	7,500
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167
Personal Revenue Total	19,667	19,667	19,667	19,667	19,667	19,667
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	58,529	58,529	58,529	58,529	58,529	58,529
Cumulative Cash Balance	2,007,683	2,066,212	2,124,741	2,183,271	2,241,800	2,300,329

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	2019 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,217	103,448	103,448	103,448	103,553	103,553	1,239,865
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	629	629	629	629	629	629	7,552
Revenue Total	232,644	232,875	232,875	232,875	232,980	232,980	2,793,091
Operating Expenses							
General Repairs / Maint.	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(6,751)	(81,016)
Snow Removal	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(3,705)	(44,462)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(26,586)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(27,102)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,463)
Utilities							
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(64,473)
Electric / Gas	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(3,308)	(39,697)
Insurance	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(4,767)	(57,209)
Non-Operating Expenses							
Tax Escrows	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(31,497)	(377,984)
Plan Payments							
Class 1 Administrative							
Class 2 Priority Claims							(259)
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims							(39,772)
Business Expenses Total	(182,329)	(182,329)	(182,329)	(182,329)	(182,329)	(182,329)	(2,227,977)
Personal Income							-
Payroll	7,500	7,500	7,500	7,500	7,500	7,500	90,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167	146,008
Personal Revenue Total	19,667	19,667	19,667	19,667	19,667	19,667	236,008
Personal Expenses							-
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							-
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	65,201	65,432	65,432	65,432	65,537	65,537	743,749
Cumulative Cash Balance	2,365,531	2,430,963	2,496,396	2,561,828	2,627,365	2,692,902	

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenues (Rents)						
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365
Pershing	103,553	103,553	103,553	103,553	103,553	103,553
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483
Pamida	14,000	14,000	14,000	14,000	14,000	14,000
Rawson Village	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950
Layton Avenue	642	642	642	642	642	642
Revenue Total	232,992	232,992	232,992	232,992	232,992	232,992
Operating Expenses						
General Repairs / Maint.	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)
Snow Removal	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)
Utilities	-	-	-	-	-	-
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)
Electric / Gas	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)
Insurance	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)
Non-Operating Expenses	-	-	-	-	-	-
Tax Escrows	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)
Plan Payments	-	-	-	-	-	-
Class 1 Administrative						
Class 2 Priority Claims						
Class 3 Secured Lenders						
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)
Class 5 Unsecured Claims						
Class 8 Unsecured Claims						
Business Expenses Total	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)
Personal Income						
Payroll	8,000	8,000	8,000	8,000	8,000	8,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167
Personal Revenue Total	20,167	20,167	20,167	20,167	20,167	20,167
Personal Expenses						
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)
Pier installation & removal	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)
Lake dues	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)
Medical	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)
Wisconsin Club	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)
Class 3 Secured Lenders						
Waterstone						
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Net Cash Flow	65,997	65,997	65,997	65,997	65,997	65,997
Cumulative Cash Balance	2,758,900	2,824,897	2,890,894	2,956,891	3,022,889	3,088,886

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	2020 Total
Revenues (Rents)							
3030 & 3130 W Rawson Avenue	-	-	-	-	-	-	-
Carol Street	44,365	44,365	44,365	44,365	44,365	44,365	532,380
Pershing	103,553	103,553	103,553	103,553	103,659	103,659	1,242,842
Forest Home Corporate Center	64,483	64,483	64,483	64,483	64,483	64,483	773,794
Pamida	14,000	14,000	14,000	14,000	14,000	14,000	168,000
Rawson Village	-	-	-	-	-	-	-
Sheboygan	-	-	-	-	-	-	-
Mike's No.10-Port Washington	5,950	5,950	5,950	5,950	5,950	5,950	71,400
Layton Avenue	642	642	642	642	642	642	7,703
Revenue Total	232,992	232,992	232,992	232,992	233,098	233,098	2,796,119
Operating Expenses							
General Repairs / Maint.	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(6,752)	(81,019)
Snow Removal	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(3,706)	(44,476)
Trash Removal	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(2,216)	(26,594)
Landscaping	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(2,259)	(27,113)
Management Fees	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(11,789)	(141,464)
Utilities	-	-	-	-	-	-	
Water / Sewer	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(5,373)	(64,480)
Electric / Gas	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(3,309)	(39,705)
Insurance	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(4,773)	(57,280)
Non-Operating Expenses	-	-	-	-	-	-	
Tax Escrows	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(31,539)	(378,472)
Plan Payments	-	-	-	-	-	-	
Class 1 Administrative							
Class 2 Priority Claims							-
Class 3 Secured Lenders							
Hudson	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(105,850)	(1,270,201)
Spring Bank	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(4,814)	(57,772)
Class 5 Unsecured Claims							
Class 8 Unsecured Claims							
Business Expenses Total	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(182,381)	(2,188,576)
Personal Income							
Payroll	8,000	8,000	8,000	8,000	8,000	8,000	96,000
Cash Flow from LLCs	12,167	12,167	12,167	12,167	12,167	12,167	146,008
Personal Revenue Total	20,167	20,167	20,167	20,167	20,167	20,167	242,008
Personal Expenses							
Utilities	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(1,575)	(18,900)
Home and Vehicles Insurance	(810)	(810)	(810)	(810)	(810)	(810)	(9,720)
Pool maintenance	(200)	(200)	(200)	(200)	(200)	(200)	(2,400)
Lawn maintenance/Snow Plowing	(350)	(350)	(350)	(350)	(350)	(350)	(4,200)
Pest control	(70)	(70)	(70)	(70)	(70)	(70)	(840)
Pier installation & removal	-	-	-	-	-	-	-
Plumbing	(40)	(40)	(40)	(40)	(40)	(40)	(480)
HVAC	(40)	(40)	(40)	(40)	(40)	(40)	(480)
Lake dues	-	-	-	-	-	-	-
Misc. service work, repairs	(250)	(250)	(250)	(250)	(250)	(250)	(3,000)
Medical	-	-	-	-	-	-	-
Dental	(166)	(166)	(166)	(166)	(166)	(166)	(1,992)
Wisconsin Club	-	-	-	-	-	-	-
Milwaukee Journal subscription	(30)	(30)	(30)	(30)	(30)	(30)	(360)
Food & Entertainment, etc.	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(15,000)
Class 3 Secured Lenders							
Waterstone							-
Personal Expenses Total	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)	(57,372)
Net Cash Flow	65,997	65,997	65,997	65,997	66,103	66,103	792,178
Cumulative Cash Balance	3,154,883	3,220,880	3,286,877	3,352,875	3,418,978	3,485,081	

VI

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

Your Committee to whom was referred R. O. No. 152-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Matrix Financial Services Corporation v Bonnie Baumgardt et al.; recommends that the document be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.2

R. O. No. 152 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting Summons and Complaint in the matter of Matrix Financial Services Corporation v Bonnie Baumgardt et al.

Finance

Jill

Susan Richards
City Clerk

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Matrix Financial Services Corporation
c/o Flagstar Bank, FSB
5151 Corporate Drive
Troy, MI 48098

Plaintiff,

vs.

Bonnie Baumgardt
a/k/a Bonnie L. Baumgardt
2101 N 13th St
Sheboygan, WI 53081-2535

Ronald C. Baumgardt
a/k/a Ronald C. Baumgardt Sr.
2101 N 13th St
Sheboygan, WI 53081-2535

Credit Acceptance Corporation
c/o Corporation Service Company,
Registered Agent
8040 Excelsior Dr Ste 400
Madison, WI 53717-2915

UnitedOne Credit Union
1117 S 10th St
Manitowoc, WI 54220-5211

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

Defendants.

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS

Case No. 14CV0644

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

CLERK CIRCUIT COURT
FILED
14 SEP 30 A11:07
SHEBOYGAN COUNTY
WISCONSIN

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written

10-6-14 3:45pm

710680

answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

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

Dated this 25th day of September, 2014.

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

By: _____
Patricia C. Lonzo
State Bar No. 1045312
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
059863F01

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

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Matrix Financial Services Corporation
c/o Flagstar Bank, FSB
5151 Corporate Drive
Troy, MI 48098

Plaintiff,

vs.

Bonnie Baumgardt
a/k/a Bonnie L. Baumgardt
2101 N 13th St
Sheboygan, WI 53081-2535

Ronald C. Baumgardt
a/k/a Ronald C. Baumgardt Sr.
2101 N 13th St
Sheboygan, WI 53081-2535

Credit Acceptance Corporation
c/o Corporation Service Company,
Registered Agent
8040 Excelsior Dr Ste 400
Madison, WI 53717-2915

UnitedOne Credit Union
1117 S 10th St
Manitowoc, WI 54220-5211

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

Defendants.

COMPLAINT

Case No. 14CV0644

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

CLERK CIRCUIT COURT
FILED
14 SEP 30 A11:07
SHEBOYGAN COUNTY
WISCONSIN

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

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Bonnie Baumgardt a/k/a Bonnie L. Baumgardt and Ronald C. Baumgardt a/k/a Ronald C. Baumgardt Sr.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of $71,006.44 together with interest from the 1st day of March, 2014.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That City of Sheboygan Department of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage to, Ronald C. and Bonnie L. Baumgardt and Irene A. Dean in the amount of $9,060.00, dated December 16, 1998 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on February 22, 1999 as Document No. 1535403, but said interest, if any, is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

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

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

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

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

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

Dated this 25th day of September, 2014.

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

By: _____
Patricia C. Lonzo
State Bar No. 1045312
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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

VI WBCD LOAN # [redacted]

FHA Case No. [redacted]

NOTE

Wisconsin

MIN: [redacted]

JULY 29, 2008 [Date] | SHEBOYGAN, [City] | WISCONSIN [State]

2101 N 13TH ST, SHEBOYGAN, WI 53081-2535
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ******SEVENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100********** Dollars (U.S. $76,125.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SEVEN percent (7.000%) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the 1ST day of each month beginning on SEPTEMBER 1, 2008. Any principal and interest remaining on the 1ST day of AUGUST, 2038 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at
5151 CORPORATE DR
TROY, MI 48098-2639

or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $506.46. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

[Check applicable box] ☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment

EXHIBIT A

in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

Connie L. Baumgardt (Seal)
BONNIE L. BAUMGARDT

Ronald C Baumgardt Sr (Seal)
RONALD C BAUMGARDT SR

PAY TO THE ORDER OF
WITHOUT RECOURSE
FLAGSTAR BANK, FSB

BY: [signature]
[illegible], SENIOR VICE PRESIDENT

BY: [signature]
JOHN [illegible], FIRST VICE PRESIDENT

EXHIBIT A

MORTGAGE

Document Number

Document Title

1858477

SHEBOYGAN COUNTY, WI
RECORDED ON
08/07/2008 11:23AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 23.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 4
TRANS # 118964
OF PAGES: 7

Recording Area

Name and Return Address

OLD REPUBLIC TITLE CO
POST-CLOSING EAV
320 SPRINGSIDE DR., STE 320
AKRON, OH 44333

59281710680

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m).
WRDA HB Rev. 1/8/2004

EXHIBIT B

State of Wisconsin

MORTGAGE

DOCUMENT NUMBER: [redacted]
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP [redacted]

PARCEL IDENTIFIER NUMBER: 59281710680 AND

This instrument was prepared by:
VERA BEBAHI
[redacted]
V1 WBCD LOAN [redacted]

[Space Above This Line For Recording Data]

FHA Case No. [redacted]

MIN [redacted]

THIS MORTGAGE ("Security Instrument") is given on JULY 29, 2008. The Mortgagor is RONALD C. BAUMGARDT AND BONNIE L. BAUMGARDT, HUSBAND AND WIFE, AN UNDIVIDED ONE-HALF INTEREST AS SURVIVORSHIP MARITAL PROPERTY AND IRENE A. DEAN, AN UNDIVIDED ONE-HALF INTEREST AS JOINT TENANTS

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.
FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

("Lender") is organized and existing under the laws of UNITED STATES OF AMERICA, and has an address of 5151 CORPORATE DR, TROY, MI 48098-2639.

Borrower owes Lender the principal sum of ******SEVENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100********** Dollars (U.S. $76,125.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2038.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
APN #: 59281710680

which has the address of 2101 N 13TH ST, SHEBOYGAN [Street, City],
Wisconsin 53081-2535 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to

EXHIBIT B

exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited

EXHIBIT B

to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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

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

9. **Grounds for Acceleration of Debt.**

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

EXHIBIT B

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

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

16. Hazardous Substances . Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

EXHIBIT B

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

☐ Condominium Rider ☐ Growing Equity Rider ☐ Planned Unit Development Rider
☐ Graduated Payment Rider ☐ Other(s) [specify]

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

Bonnie L. Baumgardt (Seal)
BONNIE L. BAUMGARDT

Ronald C Baumgardt Sr. (Seal)
RONALD C BAUMGARDT SR

Irene A. Dean (Seal)
IRENE A. DEAN

State of WISCONSIN
County of: SHEBOYGAN

This instrument was acknowledged before me on July 29, 2008 (date) by BONNIE L. BAUMGARDT AND RONALD C BAUMGARDT SR AND IRENE A. DEAN(name(s) of person(s)).

(Signature of Notarial Officer)

Title (and Rank): Notary Public.

My Commission Expires: Commission Expires 04/08/2012

Mark S. Erdmann
Notary Public
State of Wisconsin

EXHIBIT B

EXHIBIT "A"

SITUATE IN THE COUNTY OF SHEBOYGAN, STATE OF WISCONSIN:

LOT ONE (1), KROOS AND HEERMANN'S SUBDIVISION IN THE CITY OF SHEBOYGAN ACCORDING TO THE RECORDED PLAT THEREOF.

TAX ID NUMBER: 59281710680

BEING THE SAME PROPERTY CONVEYED TO RONALD C. BAUMGARDT AND BONNIE L. BAUMGARDT, HUSBAND AND WIFE, AN UNDIVIDED ONE-HALF INTEREST AS SURVIVORSHIP MARITAL PROPERTY AND IRENE A. DEAN, AN UNDIVIDED ONE-HALF INTEREST AS JOINT TENANTS BY DEED FROM LINDA LEE GRAVES, RICHARD LEE CLAERBOUT, BONNIE LEE RAUWERDINK, PATTI LEE CLAERBOUT, MICHELLE DEMLER, MITCHELL LAMMERS AND BERNICE D. CLAERBOUT, PERSONAL REPRESENTATIVE OF THE ESTATE OF ROGER L. CLAERBOUT, DECEASED RECORDED 08/17/1998 IN DEED BOOK 1598 PAGE 695, IN THE REGISTER'S OFFICE OF SHEBOYGAN COUNTY, WISCONSIN.

NOTE: FOR STREET NUMBERING PURPOSES KNOWN AS: 2101 NORTH 13TH STREET, SHEBOYGAN, WISCONSIN

EXHIBIT B

m. A Mortgage from Ronald C. Baumgardt and Bonnie L. Baumgardt, husband and wife, an undivided one-half interest as survivorship marital property and Irene A. Dean, an undivided one-half interest as joint tenants to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for Flagstar Bank, FSB in the original amount of $76,125.00.
Dated: July 29, 2008 Recorded: August 7, 2008
Document No: 1858477

n. Termination of Decedent's Interest
Irene A. Dean, Deceased
Date of Death: June 15, 2013
Remainderman: Bonnie L. Baumgardt
Dated: July 10, 2013 Recorded: July 10, 2013
Document No: 1972029 (Copy attached)

o. Judgment Case: 12SC3212
Docketed: January 22, 2013
Debtor: Ronald Baumgardt AND Irene Dean
Creditor: Credit Acceptance Corporation, 25505 West 12 Mile Road, Southfield, MI48034
Amount: $7,916.49
Attorney: John Diercks Schroeder

p. Judgment Case: 13SC2913
Docketed: November 7, 2013
Debtor: Ronald Baumgardt Jr.
Creditor: UnitedOne Credit Union, 1117 S. 10th Street, Manitowoc, WI 54220
Amount: $479.86

LIEN REPORT

VI

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

Your Committee to whom was referred R. O. No. 170-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Steven M. Behrens v Sheboygan Board of Appeals; recommends that the document be placed on file.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.9

R. O. No. 170 - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a Summons in the matter of Steven M. Behrens v Sheboygan Board of Appeals.

Susan Richards
City Clerk

Finance
Jill

STATE OF WISCONSIN **CIRCUIT COURT** **SHEBOYGAN COUNTY**
BRANCH II

SUMMONS

STEVEN M. BEHRENS
Plaintiff,

Case number 14CV0677
Class Code: 30607

vs.

SHEBOYGAN BOARD OF APPEALS
Defendant,

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.53083
920-912-6933

THE STATE OF WISCONSIN

To the Defendant named above:

SHEBOYGAN BOARD OF APPEALS
828 Center Ave.
Sheboygan, WI. 53081

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

Within 20 days of receiving this Summons, you must respond with a written answer to the Complaint as that term is used in Chap. 801.09 Wis. Statute.

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 this Court, Whose address is:

SHEBOYGAN COUNTY COURTHOUSE
508 New York Ave.
Sheboygan, WI. 53081

And to:

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.

You may have an attorney help or represent you.

If you do not provide a proper response within 45 days, the Court may grant a judgment against you for the award of money or other legal action requested in the complaint, or you may lose your right to object to anything that is or may be incorrect in the Complaint.

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

Dated this 16th day of Oct , 2014

By: Steven M Behrens
Steven M. Behrens

SUMMONS DELIVERY VERIFICATION

Summons Served By:

Terri L Green 11:30 am 10/22/14
Terri L. Green Time Date
W2917 Miley Rd.
Sheboygan, WI. 53085
920-912-4322

Summons Received By:

Traci Hermann 11:30 a.m. 10.22.14
Traci Hermann Time Date
Secretary of the Sheboygan
Board of Appeals

STATE OF WISCONSIN **CIRCUIT COURT BRANCH** **SHEBOYGAN COUNTY**

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

STEVEN M. BEHRENS
Plaintiff,

Case number 14CV0677
Class Code: 30607

vs.

SHEBOYGAN BOARD OF APPEALS
Defendant,

FILED
14 OCT 16 P12:06
CLERK OF CIRCUIT COURT
SHEBOYGAN COUNTY, WISCONSIN

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.53083
920-912-6933

PETITION for WRIT of CERTIORARI

COMES NOW the Plaintiff, **Steven M. Behrens, "Property Owner"** in this Petition, Represents to this Honorable Court:

There is no other civil action between these parties arising out of the same Transaction or occurrence in this Petition in Court, nor has any such action been assigned to a Judge.

COMMON COUNTS

1. This Court has jurisdiction over the parties and the subject matter of these proceeding herein.

2. That the Sheboygan north side building inspector Jack Van Der Weele issued an Zoning Ordinance Violation notice dated April 01,2014. **(see exhibit 1)**
3. Complaint stated that all driveway/Parking areas to be paved by 9-1-2014.
4. Shortly after the April 01 notice in a conversation between property owner Steven M. Behrens and Building Inspector Jack Van Der Weele, property owner was notified that driveway would have to be paved and moved from the property line (present location of driveway) to 3 feet off the property line per city ordinance pasted in 1969.
5. During the above conversation property owner was told that the driveway could stay in the present location by applying for a variance to have the paved driveway located under the 3 foot minimum to all the way to zero off the property line.
6. Property owner on the advice of the building inspector then applied for a variance to leave the driveway where it is located with paving to be four inches of the property line with wood 4"fence on the line.
7. Property owner paid the $250 application fee applying for said variance and waited for notice of time and place of next Board of Appeals meeting.
8. Property owner was notified that meeting would be on August 20, 2014 starting at 5:30 pm.

9. Property owner had to leave work in Milwaukee to go to the appeals board meeting. Property owner supplied the board with drawing of what the property owner envisioned the property would look like when completed and pictures of the property line and proposed wood fence on the west property line, also the present driveway, **(see exhibit 2)** only to have the meeting main focus being on how property owner was able to have built such a large garage on said property, but which was approved by the same city appeals board in 1998 (which then the city Mayor and City Planner at the time attempted to halt over the following two years till it was completed in 2000).

   The Board then tabled the issue to the next months meeting to be on Sept. 17th to give the board more time to review property owners request and then property owner had to drive back to work in Milwaukee to finish his work shift.

10. Property owner again left work in Milwaukee to go to the Sept 17th Variance meeting and review of property owners request to pave the driveway 4" off of the property line and up to proposed wood fence on the west property line.
11. Property owner during his presentation reviewed the supplied colored drawing of the proposed property improvements including a wood 4" fence along the full length of the west property line along driveway and zero off the property line which is allowed per city building code for fences.

12. Also during the presentation photographs of the property and driveway along with marked west property line (**yellow line**) and also showing the lower sidewalk precast steps and upper sidewalk along the house all of which will have to be removed if driveway is relocated 3 feet closer to the house. **(see exhibit 3)**
13. Again the meeting had a tone of being biased against the property owner as board members again focused on the size of the garage and why I needed such a big garage. During the conversation owner was asked by the Board chairman as to the location of the street and curb **(approach)** in relationship to the driveway and owner stated that owner believe it was located by the city (Department of Streets and Curbs) with the driveway at or very close to the west property line. **(see exhibit 4)**
14. The Board of Appeals without asking the north side Building inspector to be present at the August 20 and Sept.17 meetings or asking for his professional opinion as to what he would recommend to the board, which then made and **arbitrary decision** denied the variance request to pave the driveway 4" off the west property line up to the fence that will be built on the property line regardless of the location of the driveway.

15. In closing the board head stated that I needed a hardship to grant the variance, and I had not made my case as such, even though I stated, moving the driveway from it's property line location to 3 feet east closer to the house will require in order:

- Removing lower sidewalk to the mailbox
- Removing pre-cast steps to the upper sidewalk
- Removing the upper sidewalk from the front of the house to the back on the west side of house (causing a safety issue with using elevated driveway as sidewalk to get from front to back of outside of home)
- Require building a retaining wall between new driveway and my basement wall since there is an elevation issue.
- Will require the Sheboygan City Streets and Curbs Department to relocate curb driveway approach 3 feet to the east **(at who's Cost?)**

16. Since being denied the variance the property owner has investigated the history of the property, and finding the home and original garage were **built in 1939** according to property information sheet supplied by the Building Inspection Department **(see exhibit 5)** and by contacting the Department of Streets and curbs and looking at aerial photographs from 1946-1960- 1970 and a close up from 2005 **(see exhibit 6)** it is evident that the **driveway location has not changed** since home was built in 1939, and has always been a gravel driveway located on west property line. Also note that in the 2005 close up aerial view the next door neighbor to the east at 1124 Grand Ave. also has their driveway located on the west property line as are many others in this area, just within 2 block area of property in question around 1128 Grand Ave. property owner found 8 homes with gravel and or grass driveways. **(see exhibits 7 pictures)**

17. In addition **(see exhibit 8)** a letter from the department of Street and curbs stating that the Grand Ave. street on which property is located was first paved in 1977. It is obvious curb approaches were installed in relationship to the location of the driveway at the time of street paving in 1977, which placed the approach on or close to the west property line of 1128 and also 1124 Grand Ave. homes.

18. In removing the present gravel driveway to lower it in preparation to pave the the driveway 4" off the west property line and property owner removed the top 6" of gravel it is evident that lower gravel **(see exhibit 9 picture)** that the driveway was originally located on the west property line since built in 1939 and as shown in the 1946 aerial photograph.

19. The area between the west property line marked **(yellow line)** and the west home next door is a line of tall shrubs **leaving a 3 foot dead zone which has been mowed by the 1128 Grand Ave. owner for many years. (see exhibit 9 picture)**

20. The Sheboygan Board of Appeals has granted numerous variances to have driveways under the 3' off property line ordinance all the way to zero off the line throughout the city of Sheboygan which first became in effect in the year 1969.

21. **The Sheboygan Building Inspection Department can not require moving a driveway that was under the 3' ordinance and or paving a driveway that is gravel if such driveway was there prior to the city ordinance which was first put into effect in the year 1969, as this gravel driveway in question was located on the west property line since at least 1946 as shown in the aerial photograph.**

In Closing to this Honorable Court, the evidence shows the Zoning Ordinance Violation issued and dated April 01, 2014 was invalid since the driveway in question was there 25 years before the 1969 Zoning Ordinance in question and Building Inspection did not investigate the facts prior to issuing the Violation Complaint. The property owner was only addressing the complaint and following the advice of such to pay the $250 and apply for a variance which was not needed since the driveway is **grandfathered in its present location and condition (gravel).**

The Appeals Board showed that it was being biased in its judgment due to the issues between the City and property owner over the construction of the garage back in 1998-2000. This was confirmed in conversation between Building Inspection the Sheboygan City Planner and property owner when building inspector and property owner brought the new uncovered facts of the aerial photos showing that driveway was grandfathered in prior to the 1969 ordinance and also building inspector voiced his concerns of moving the driveway closer to the home and having to build a retaining wall too close to the foundation and causing freezeing issues with such foundation causing potential damages to the property owners home. **(this hardship fact would have been presented to the Appeals Board if the board would have had building inspector Jack Van Der Weele present at the August and September variance meeting for his professional opinion)**

It was during this conversation that Building Inspector suggested that this variance could be brought back up before the board in 6 months with all the additional information and with the concerns of the building inspector over the foundation freeze issues, but the inspector and property owner were rebuffed, **with the City Planner stating that none of that information will change the Appeals Board denial of the variance.**

I therefore ask this Honorable Court to wave the ruling of the Board of Appeals and rule in favor of the property owner because of the reasons and hardships recapped below.

- The facts are clear gravel driveway is legally located and is grandfathered in its present location and gravel state well prior to the 1969 city ordinance.

- Was only brought before the Board of Appeals due to incorrect information and lack of facts of the driveway being installed prior to the 1969 ordinance by the Sheboygan Building Inspection.

- The Board of Appeals did not get the professional advice of the Building Inspection Department which is common practice during the appeals process.

- The Board of Appeals showed to be biased in its denial, do to the past issues with the city in the construction of the garage between 1998-2000.

- The Board of Appeals acted arbitrary and unreasonable in its denial of the variance with what the property owner will be required to remove and move in order to comply with the 1969 ordinance with does not apply to this driveway.

- Their would hardship according to the building inspector because freeze issues that could damage the foundation if driveway is moved the 3 feet closer to the house and requiring building a retaining wall because of the elevation of the driveway from lower to higher.

- Safety issues would arise is sidewalks were removed to make room to move driveway too close to the foundation and requiring a retaining wall and thus making the elevated drive the only way to get from the front of the house to the back on the west side and in the winter months would be dangerous

- There were no, none, zero, neighbor complaints to the variance request brought forth by the Property Owner that the Appeals Broad had to take into account at either the August 20 or September 17 meeting.

Dated this 16th day of Oct ,2014

BY: Steven M. Behrens

Steven M. Behrens (Property Owner)

VI

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

Your Committee to whom was referred R. O. No. 209-14-15 by the City Clerk submitting a communication from Trover Solutions, Inc., on behalf of their insured Mary A. Dolson and their client IMT Insurance Company; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 209 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a communication from Trover Solutions, Inc., on behalf of their insured Mary A. Dolson and their client IMT Insurance Company.

Susan Richards
City Clerk

Finance
deny

#27-14
LSchroeder
12-17-14

Trover
Solutions, Inc.
P.O.Box 36220
Louisville, KY 40233-6220
FAX: (800) 723-4869

December 15, 2014 12-17-14

CLARK KLEINHANS
CITY OF SHEBOYGAN
SUITE 100 - CLERKS OFFICE
828 CENTER AVE
SHEBOYGAN WI 53081

RE: #8-14

Our Insured:	Mary A Dolson
Our Client:	IMT INSURANCE COMPANY
Date of Incident:	6/5/2014
Event Number:	TPCS - 2791413 - 4068011
Amount Paid:	$4541.92

Dear CLARK KLEINHANS,

Trover Solutions has been retained to handle the subrogation portion of this claim by IMT INSURANCE COMPANY. I understand that you may have previously been contacted by a(n) IMT INSURANCE COMPANY adjuster. Please direct any future correspondence, telephone calls, or payments to Trover Solutions at the address listed above. Be sure to include the Trover Solutions event number (TPCS - 2791413 - 4068011), on any documents you send. Prior to issuing any checks, please contact me at the number listed below to verify full payment is being sent.

Our investigation reveals that you or your insurance company is responsible for the repayment of the insured's damages. We are hereby advising you of our right of recovery.

If you are insured, please forward this letter to your insurance company or call me today with your insurance company information so that we many contact them directly.

Sincerely,

Bassett

Simri A. Bassett
(855) 254-0254

TPCS - 2791413 - 4068011/ZSDNIE

From:
Trover Solutions
P.O. Box 36220
Louisville, Kentucky 40233-6220

Taxpayer ID : 61- 1141758

Contact Information:
Examiner: Simri A. Bassett
Phone: (855) 254-0254
Fax: (800) 723-4869
Email: sbassett@troversolutions.com
Event # : TPCS-2791413-4068011

REQUEST FOR PAYMENT
CASE STATEMENT FOR ADDITIONAL HO COVERAGES
Date of Loss: 6/5/2014

ATTENTION:
AMOUNT IS SUBJECT TO CHANGE, PLEASE CONTACT TROVER SOLUTIONS PRIOR TO SETTLEMENT.

Statement sent to : CLARK KLEINHANS
CITY OF SHEBOYGAN

Your Claim # :
Insured : Mary A Dolson
Policy # : HMZ6331
Claimant : MARY A DOLSON

Instructions:
- **Please include TPCS-2791413-4068011 on all payments and correspondence to expedite processing.**

Payment Date	Service Dates		Payee	Check Number	Payment
	Start Date	End Date			
Type: INDEMNITY PAYMENTS					
06/16/2014			MARY ANN DOLSON -AND- BA	500054212	$2896.83
06/24/2014			MARY ANN DOLSON	500054238	$645.09

Total Claims Paid for INDEMNITY PAYMENTS **$3541.92**

Total Claims Paid	**$3,541.92**
Recovered to Date	**($0.00)**
Deductible	**$1,000.00**
Outstanding Amount	**$4,541.92**

FootNote:
If an insured's deductible or out-of-pocket expenses are listed, we are requesting payment as a courtesy to our client's insured.
Client's Claim #:2014F5809-2220959-ENDRS

Badger State Restoration

P.O. Box 275, Plymouth WI 53073

Client:	Mary Ann Dolson
Property:	2421 N 6th Street Sheboygan, WI 53083

Operator Info:

Operator:	CVOIGHT

Estimator:	Curtis Voight	Business:	(920) 946-9477
Company:	Badger State Restoration	E-mail:	badgerstaterestoration@gmail.com
Business:	P.O. BOX 275 Plymouth, WI 53073		

Reference:		Business:	(920) 946-9477
Company:	Curtis Voight	E-mail:	badgerstaterestoration@gmail.com
Business:	P.O. BOX 275 Plymouth, WI 53073		

Type of Estimate:			
Date Entered:	6/4/2014	Date Assigned:	

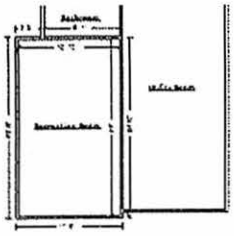
Price List:	WIAP7X_MAY14
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	DOLSON-MARYANN

Badger State Restoration signifies comprehensive communication, superior craftsmanship and the highest in customer care.

Badger State Restoration
P.O. Box 275, Plymouth WI 53073

DOLSON-MARYANN

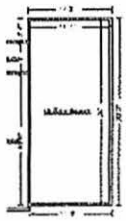
Main Level



Recreation Room **Height: 8'**

477.33	SF Walls	205.83	SF Ceiling
683.17	SF Walls & Ceiling	205.83	SF Floor
22.87	SY Flooring	59.67	LF Floor Perimeter
59.67	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Water extraction from carpeted floor - Category 3 water	102.92 SF	0.00	1.10	113.21
Tear out wet carpet pad, cut/bag - Category 3 water	205.83 SF	0.53	0.00	109.09
Clean floor	205.83 SF	0.00	0.25	51.46
Apply anti-microbial agent	205.83 SF	0.00	0.19	39.11
Contents - move out then reset - Extra large room	1.00 EA	0.00	119.34	119.34
Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	205.83 SF	0.56	0.00	115.26
Carpet pad - High grade	205.83 SF	0.00	0.80	164.66
Carpet - Premium grade	205.83 SF	0.00	5.64	1,160.88
R&R 1/2" drywall - hung, taped, ready for texture	12.00 SF	0.32	1.18	18.00
Texture drywall - light hand texture	64.00 SF	0.00	0.33	21.12
Paint the surface area - two coats	152.00 SF	0.00	0.61	92.72
Totals: Recreation Room				2,004.85



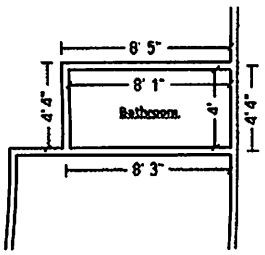
Utility Room **Height: 8'**

593.33	SF Walls	288.17	SF Ceiling
881.50	SF Walls & Ceiling	288.17	SF Floor
32.02	SY Flooring	74.17	LF Floor Perimeter
74.17	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean floor	288.17 SF	0.00	0.25	72.04

CONTINUED - Utility Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Contents - move out then reset - Extra large room	1.00 EA	0.00	119.34	119.34
Apply anti-microbial agent	288.17 SF	0.00	0.19	54.75
Water extraction from carpeted floor - Category 3 water	144.08 SF	0.00	1.10	158.49
Totals: Utility Room				404.62



Bathroom **Height: 8'**

193.33	SF Walls	32.33	SF Ceiling
225.67	SF Walls & Ceiling	32.33	SF Floor
3.59	SY Flooring	24.17	LF Floor Perimeter
24.17	LF Ceil. Perimeter		

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean floor	32.33 SF	0.00	0.25	8.08
Apply anti-microbial agent	32.33 SF	0.00	0.19	6.14
Totals: Bathroom				14.22
Total: Main Level				2,423.69

General

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Dehumidifier (per 24 hour period) - XLarge - No monitoring 1 unit 3 days.	3.00 EA	0.00	114.72	344.16
Air mover axial fan (per 24 hour period) - No monitoring 4 units 3 days.	12.00 EA	0.00	29.78	357.36
Equipment setup, take down, and monitoring (hourly charge)	4.00 HR	0.00	44.37	177.48
Haul debris - per pickup truck load - including dump fees	1.00 EA	108.16	0.00	108.16

CONTINUED - General

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Equipment decontamination charge - per piece of equipment	5.00 EA	0.00	29.76	148.80
Totals: General				1,135.96
Line Item Subtotals: DOLSON-MARYANN				**3,559.65**

Adjustments for Base Service Charges	Adjustment
Drywall Installer/Finisher	200.72
Painter	74.15
Total Adjustments for Base Service Charges:	274.87
Line Item Totals: DOLSON-MARYANN	**3,834.52**

Grand Total Areas:

1,264.00	SF Walls	526.33	SF Ceiling	1,790.33	SF Walls and Ceiling
526.33	SF Floor	58.48	SY Flooring	158.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	158.00	LF Ceil. Perimeter
526.33	Floor Area	569.64	Total Area	1,264.00	Interior Wall Area
904.50	Exterior Wall Area	100.50	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		

Summary

Line Item Total			3,559.65
Total Adjustments for Base Service Charges			274.87
Material Sales Tax	@	5.000%	62.31
Replacement Cost Value			**$3,896.83**
Net Claim			**$3,896.83**

Curtis Voight

PILON ADJUSTMENT SERVICE, INC.
347 Winnebago Dr, P.O. BOX 521
Fond du Lac, WI 54936-0521
Ph (920) 921-1810 Fax (920) 921-7222
www.pilonadjustment.com

Claim #	2014F5809	Claim Rep:	IMT – Radke, Michelle
File #	P20580	Date of Loss:	06-05-14
Insured:	Dolson, Mary Ann	Date Assigned:	06-16-14
Claimant:		Date Contacted:	06-16-14
Loss Type:		Date Inspected:	06-17-14
Appraiser:	Gigante, Frank	Date Closed:	06-17-14

Assignment Instructions:
Scope sewer damaged basement and contents.

Appraiser Comments:
Dell Inspiron 1300 Laptop msrp = $1027.00 (no longer made)
Dell Inspiron 15 Laptop retail = $399.99 (current replacement model)

Draft Directions:

Notes:
The basement clean-up and damage repairs were completed prior to our inspection. The new carpet was installed after I left.

Badger State Restoration
Total Loss Report
Mary Ann Dolson

Inventory Export								
Date Published: June 05, 2014								
Job Number: 242111								
Date Of Loss: June 04, 2014								
Room	**Category**	**Description**	**Model**	**Serial #**	**Age**	**Qty**	**Note**	**Original Cost**
Basement	Other Items	Wireless computer mouse	1383		5 yrs	1	Microsoft	$15.00
Basement	Electronics	Ac adapter	PA 1600 06d2		7 yr	1	Dell	$10.00
Basement	Other Items	Laptop bag			7 yr	1	With wheels and handle	$50.00
Basement	Electronics	Laptop Computer	Pp21L	32758139629	7 yr	1	Dell	$399.99
							Total Loss	$474.99

repl. cost

The **Dell Inspiron 1300** is a 15.4" widescreen notebook, depending on how you configure it the Inspiron 1300 can be considered a budget offering or a mainstream type notebook with decent performance. The following is a review of the Inspiron 1300.

MSRP = $1027.00

NO LONGER PRODUCED

Dell Inspiron 1300 collapsed open (view larger image)

Specs for Inspiron 1300 as reviewed:

- Intel Pentium M Processor 740 (1.73GHz/2MB Cache/400MHz FSB*)
- 15.4-inch WXGA display
- 512MB of RAM (2 stick configuration)
- Intel integrated Media Accelerator 900 graphics card
- 60GB Hard Drive (5400RPM)
- Microsoft Windows XP Home
- 24x CD Burner/DVD Combo drive
- Dell 1470 Internal Wireless 802.11a/b/g
- 56Kbps Modem and Integrated Network Card (ethernet)
- Dimensions: Height 1.41", Width 14.0", Depth 10.5"
- Weight: 6.7lbs (with 4-cell battery)
- 4-cell Lithium Ion Battery
- Ports: 3 USB 2.0, VGA out, Modem RJ-11, Ethernet RJ-45, audio line-out (for speakers headphones), external microphone port, ExpressCard 34 slot
- 1 yr. warranty
- Final Price (after using $250 off Dell coupon): $1,027 – $250 Off Dell Coupon Code + $49.00 Shipping + $69.17 Tax = $895.17

Dell Inspiron 15 - Core i3 1.9 GHz - 500 GB HDD / 5400 rpm - 15.6" ...

#2 in Dell Laptops

Dell Inspiron Windows OS Touchscreen 15.6 inch 4 GB RAM 500 GB drive Intel CPU Intel GPU 1366 x 768

Handle tasks easily and stay connected with the reliable, budget-friendly Inspiron 15. Enjoy solid performance and easy access to music, photos and videos. Enjoy easy access to ... more »

$399.99 Sears
+$22.00 tax Free shipping

4,332 seller reviews

$477.77 Top Brand Product
$477.77 Big City Supply
$449.99 Big Deals Direct Online

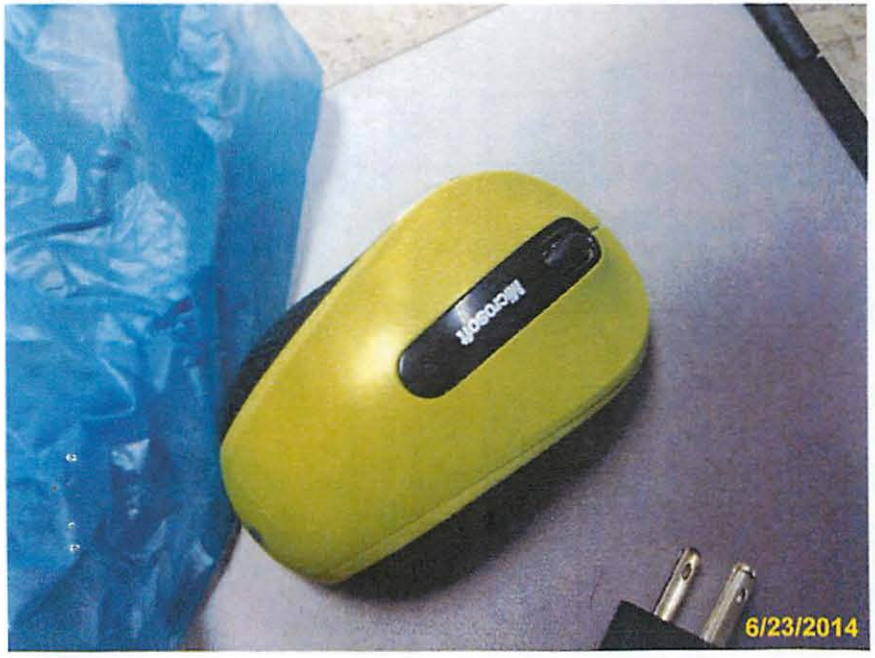
Compare prices from 4 stores

Save to Shortlist

Similar Replacement Model

only section of wall replaced. Sewer pipe inside

same



DELL
6/23/2014

6/23/2014

DELL
6/23/2014

6/23/2014

VII

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

Your Committee to whom was referred, pursuant to R. O. No. 256-14-15 by the City Clerk, submitting license application for the period ending December 31, 2015 and June 30, 2016; recommends that the following license be granted with various caveats:

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
*0690	Kohlmann Jr., Francis W.	3229 N. 28th St.

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

Consent

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ___ - 14 - 15. By LAW AND LICENSING. April 8, 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 granting the following licenses with various caveats:

TRANSFER PERSON TO PERSON

Transfer of "Class B" Liquor license from Hamilton Watt to Amber Watt for Vibez located at 2513 S. 8th 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)

No.	Name	Address
3117	Harbor Lights IV	434 Pennsylvania Ave.

CHANGE OF PREMISE

No.	Name	Address
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. 15th 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.

Concur

SIDEWALK CAFÉ LICENSE (April 14, 2016)

No.	Name	Address
1005	Al & Al's Bar & Grill	1502 S. 12th St.
3022	Paradigm	1202 N. 8th St.
2427	Urbane	1231 N. 8th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
7183	Bower, Ashley A.	426 Washington Ct.
3683	Buechel, Teri A.	2502 N. 9th St.
0704	Castronovo, Kris K.	927 S. 14th St.
0708	Davis, Melinda L.	1706 N. 13th St.
2938	Dean, Lisa Y.	1427 S. 16th St.
5839	Kanzelberger, Kristin M.	1610 N. 3rd St.
0694	Klein, Jessie M.	728 State Rd. 57 #22, Plymouth
0700	Moreno, Rudolph NC	1317A N. 10th St.
3515	Ploetz, Craig A.	1632 Camelot Blvd.
*0703	Stenz, Megan L.	124 East Frankling Ave., #2, Neenah

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

0709	Szydlowski, Jeffrey A.	1502A S. 13th St.
0698	Thompson, Nicholas R.	6443 N. 54th St., Milwaukee

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
6640	Maurer, Michael G.	2111 Arizona Ave.
0506	Munro, Ian E.	1015 Elm St., Cleveland

0701 Siguenza, Hector Martin	822 Woodland St., Plymouth
0695 Valle, Jennifer Fanco	406 New York Ave.
0696 Williams, Antjuan C.	1405 N. 15th St.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. April 8, 2015.

Your Committee to whom was referred R. O. No. 269-14-15 by the City Clerk submitting a communication from Lowther Brothers, LLC, owners of 638 Riverfront Dr./615 S. 8th St., requesting that the City install no parking signs adjacent to the sidewalk entrance; recommends that the document be placed on file.

Concur

_____ _____

_____ _____

_____ _____

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

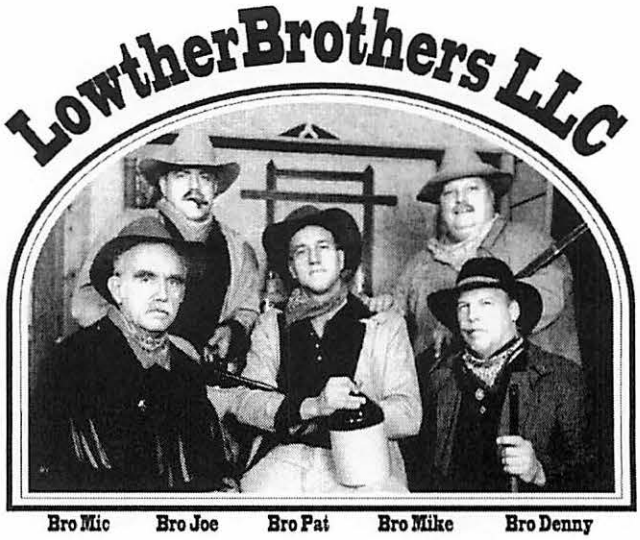
5.3

R. O. No. 269 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a communication from Lowther Brothers, LLC, owners of the Riverfront building at 638 Riverfront Dr./615 S. 8th St., requesting that the City install no parking signs adjacent to the sidewalk entrance such that it remains unobstructed for pedestrian traffic to enter our building and Midwest Dental.

PP&S.
file

Susan Richards
City Clerk



March 10, 2015

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

Re: Street signage at 638 Riverfront Dr.

Sent Via: Email attachment

Dear Ms. Richards:

LowtherBrothers is the owner of the Riverfront building at 638 Riverfront Drive/615 S 8th Street. Midwest Dental is one of our tenants and has its main entrance on Riverfront Drive. Much of the time the sidewalk leading to the entrance is blocked by parked cares. As such patients, during winter, have to climb over snow banks between cars to gain entrance. We feel this is a safety hazard.

We respectfully petition the City of Sheboygan to install *no parking* signs adjacent to the sidewalk entrance such that it remains unobstructed for pedestrian traffic to enter our building and Midwest Dental.

Attached herewith is a site plan of the Riverfront development. Our building is Building B. Please note I have labeled the entrance in question with Midwest Dental.

Submitted with best regards,

Michael D. Lowther

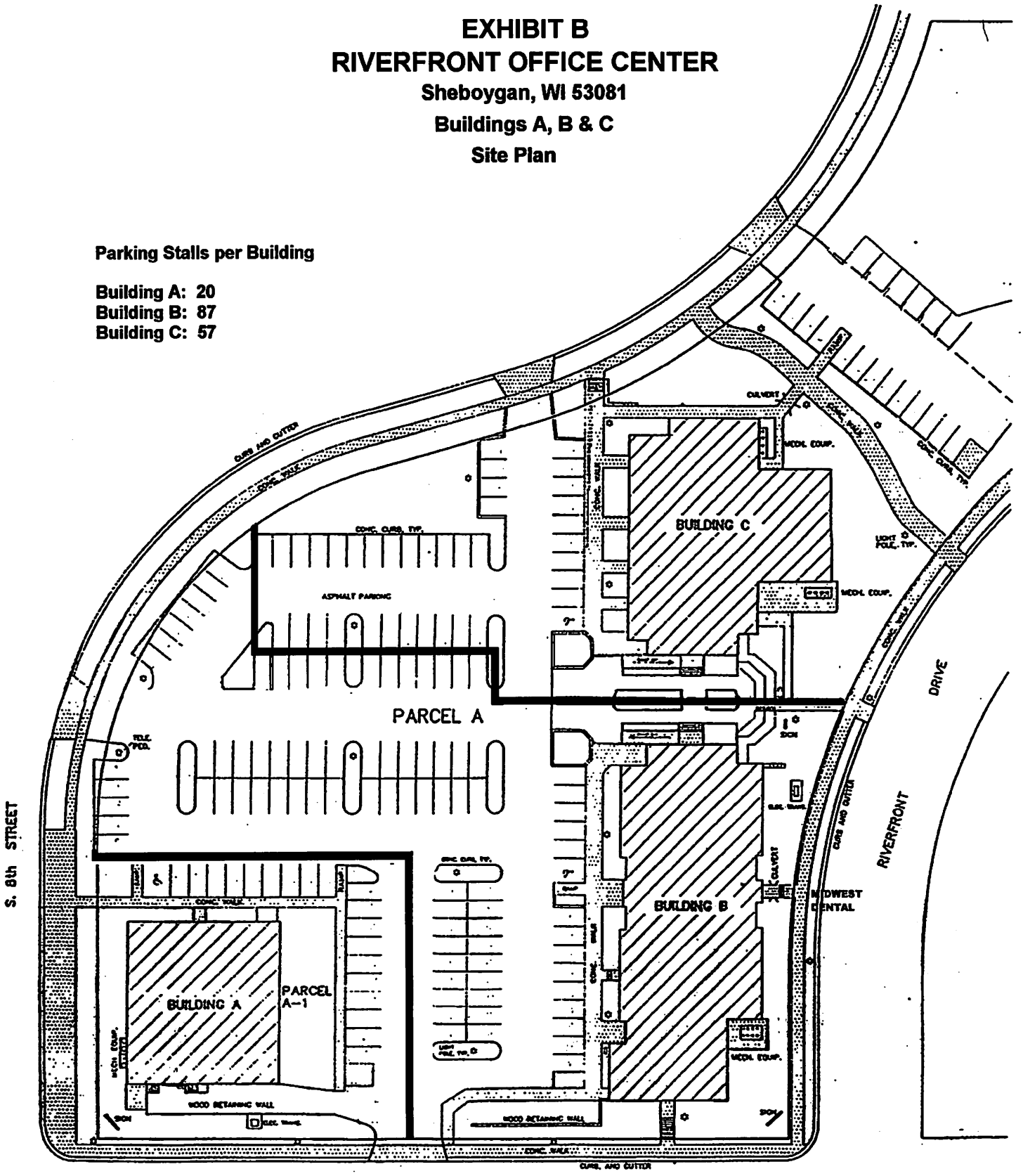
Mike Lowther
Chief Manager

LowtherBrothers, LLC • 1301 N Lakeshore Dr., Suite 600, Lake City, Minnesota 55041-2079
Phone: 651-345-4442, Fax: 651-345-3393, Web: www.lowtherbrothers.com
Broker License No. 20362822

EXHIBIT B
RIVERFRONT OFFICE CENTER
Sheboygan, WI 53081
Buildings A, B & C
Site Plan

Parking Stalls per Building

Building A: 20
Building B: 87
Building C: 57



Virginia Ave.

VI

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. April 8, 2015.

Your Committee to whom was referred R. O. No. 270-14-15 by the Chief of Police submitting the annual report of the Sheboygan Police Department for the year 2014 (see attached); recommends that the document be accepted and placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

5.4

R. O. No. 270 - 14 - 15. By CHIEF OF POLICE. March 16, 2015.

We hereby submit the annual report of the Sheboygan Police Department for the year 2014. (See attached)

Chief of Police Christopher D. Domagalski

PP&S.
Acc'd

SPD ANNUAL REPORT 2014

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SPD Values	p. 2	ERT	p.19
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Police & Fire Commission	p. 3	Street Crimes Unit	p.20
Alderpersons	p. 4	School Resource Officers	p.21
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New Technology	p.11	Property & Evidence	p.29
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Patrol Division	p.16	VIPS	p.31
Crash/Crime Reconstruction Unit	p.18	Explorer Post 2881	p.32
Motorcycle Unit	p.18	Community Outreach	p.34
Honor Guard	p.19	SPBA Service Awards	p.38

OUR VISION: To be the safest community in America.

OUR MISSION is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.

Christopher Domagalski
CHIEF OF POLICE
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

Sheboygan
Police Department

We, the men and women of the Sheboygan Police Department, value:

PROFESSIONALISM

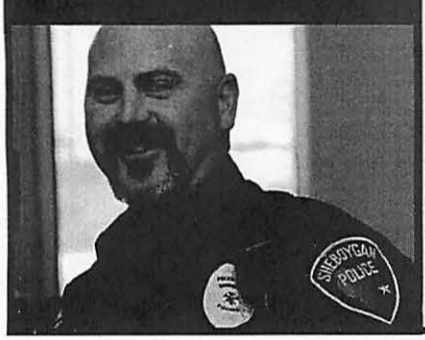
ACCOUNTABILITY

LEADERSHIP

COMPETENCE

TEAMWORK

INTEGRITY



SPD ANNUAL REPORT 2014

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Christopher Domagalski
CHIEF OF POLICE
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

Sheboygan
Police Department

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PROFESSIONALISM

ACCOUNTABILITY

LEADERSHIP

COMPETENCE

TEAMWORK

INTEGRITY

The Sheboygan Common Council and Mayor Michael Vandersteen

A Message from the Mayor

The protection of our residents is a top priority for the sworn officers that serve under the leadership of Police Chief Christopher Domagalski. The Mayor's Office and the Sheboygan City Council support the efforts of the Police Department to keep our community safe and secure.

As mayor, I am committed to working closely with the Sheboygan Police Department to keep Sheboygan a safe city and a great place to live, work and play. In 2014, I took action to create the Mayor's Neighborhood Leadership Cabinet to encourage more neighborhoods to become neighborhood associations. The cabinet will work directly with established neighborhood associations to reinforce the efforts of the Police Department's neighborhood policing program.

This last year we saw the Police Department cooperate with the Sheboygan Area School District, Sheboygan County Social Services, not-for-profit agencies and area healthcare organizations to initiate a project aimed at reducing the social harm caused by heroin addiction and prescription drug abuse. This collaborative community based initiative is aimed at understanding the extent of the problem within our community, identifying service gaps and increasing community education to reduce harm.

There are always new challenges to deal with and the Police Department has taken steps to join another community effort to deal with the mental health problems in our community. They have begun efforts to provide each officer with crisis intervention training to better understand and deal with persons who have this disease in our community.

These proactive policing strategies of the Sheboygan Police Department have annually reduced the crime statistics in the City and will keep Sheboygan one of the safest cities of its size in the United States.

Best Regards,

Mike Vandersteen, Mayor

Police & Fire Commission 2014-2015

From left to right: Secretary Andrew Hopp, Commissioner Val Schultz, Commissioner Robert Lettre, Sr., President James Pragatz (Deceased), Commissioner Henry Jung

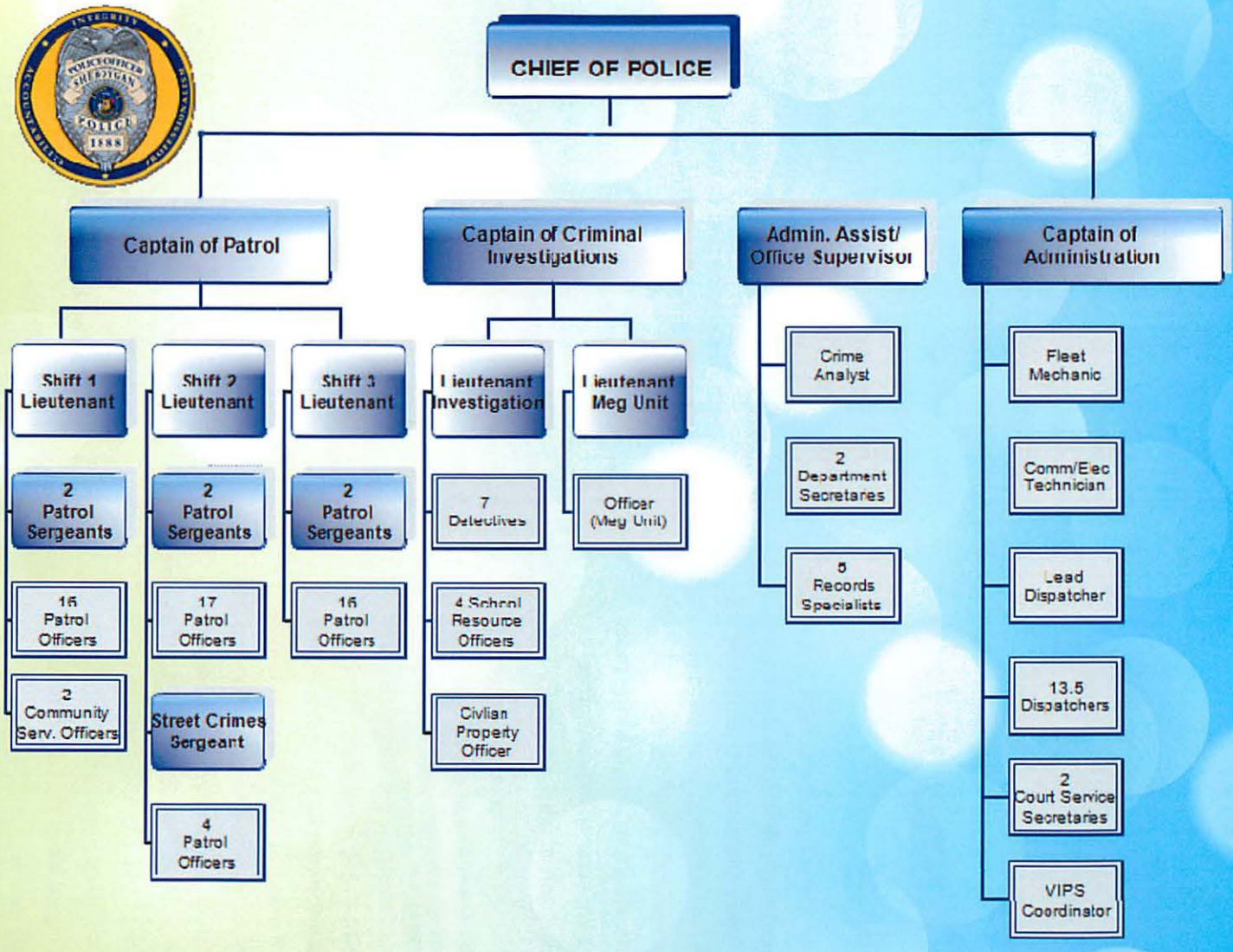
2013-2014 Alderpersons

City of Sheboygan
spirit on the lake.

District	Wards	Alderperson	Address	Phone
1	1-3	Ty Dassler	2425 N. 9th Street	918-5588
		John Belanger	2622 N. 3rd Street	946-2738
2	4-9	David Van Akkeren		287-3111
		Jodi Vander Weele	2110 Martin Avenue	980-5400
3	10-12	Darryl Carlson	917 Bluff Avenue	452-3196
		Mike Damrow	1955 N. 4th Street	918-2115
4	13-15	Kevin Matichek	1114 N. 9th Street	254-1410
		Mary Lynne Donohue	418 St. Clair Avenue	458-1027
5	16-18	Billy Thiel	1703 N. 37th Street	918-0033
		Julie Kath	1730 N. 35th Street	458-0775
6	19-21	Mark Hermann	1441 Parkview Terrace	452-3297
		Bryan Bitters	911 Georgia Ave	452-5195
7	22 & 23	Don Hammond	4819 Ferndale Court	451-8992
		Susan Lessard	5016 Moenning Road	458-5662
8	24-26	Joseph Heidemann	4819 S. 12th Street	254-4203
		Jim Bohren	1526 Knoll Crest Drive	452-1777

Chief Administrative Officer James Amodeo 459-3315

SPD Table of Organization



Chief Domagalski's Message

On behalf of the men and women of the Sheboygan Police Department, I am pleased to share with you the Sheboygan Police Department's 2014 annual report. You will find statistics, charts and lists that sum up the department's activities and accomplishments. However, many of the most important things we accomplish cannot be expressed in a diagram or a list.

Over the past five years I have emphasized how important it is for members of the SPD to build relationships with the people they serve. In 2014 we continued to focus much of our energy toward building and maintaining these relationships, because we recognize that in a free society the forces of law can only operate with community support and that trust between the police and the public is essential for a safe city. The Sheboygan Police Department is working with you to reduce the levels of crime, fear and disorder through a community-based, neighborhood focused and preventive policing strategy that is problem-oriented and data-driven.

Our neighborhood policing plan is based on the belief that neighborhoods are the building blocks of cities and that no two neighborhoods are alike; each has its own strengths and weaknesses, its own needs and assets. We accept that one of our responsibilities is to be a building block of the community. Your neighborhood officers are committed to working with you to solve community issues by employing new ideas, building partnerships with stakeholders, and keeping focused on the best interests of your neighborhood's safety.

While we have had many successes, we are constantly looking for ways we can do even better. We seek best practices and new ideas from across the country and occasionally we freely borrow from the best and implement those we believe we can make work for us. As a department we will try new ideas, learn from those that don't work and continue to promote and improve on those that do. Our success is directly related to our strong partnerships with our neighborhoods and businesses. I would also like to thank the Mayor, Chief Administrative Officer, the City Council and the Police and Fire Commission for their support. Their leadership has been essential to our success.

Lastly, we are proud of all we have accomplished in 2014 and we look forward to working with you on the challenges that lie ahead.

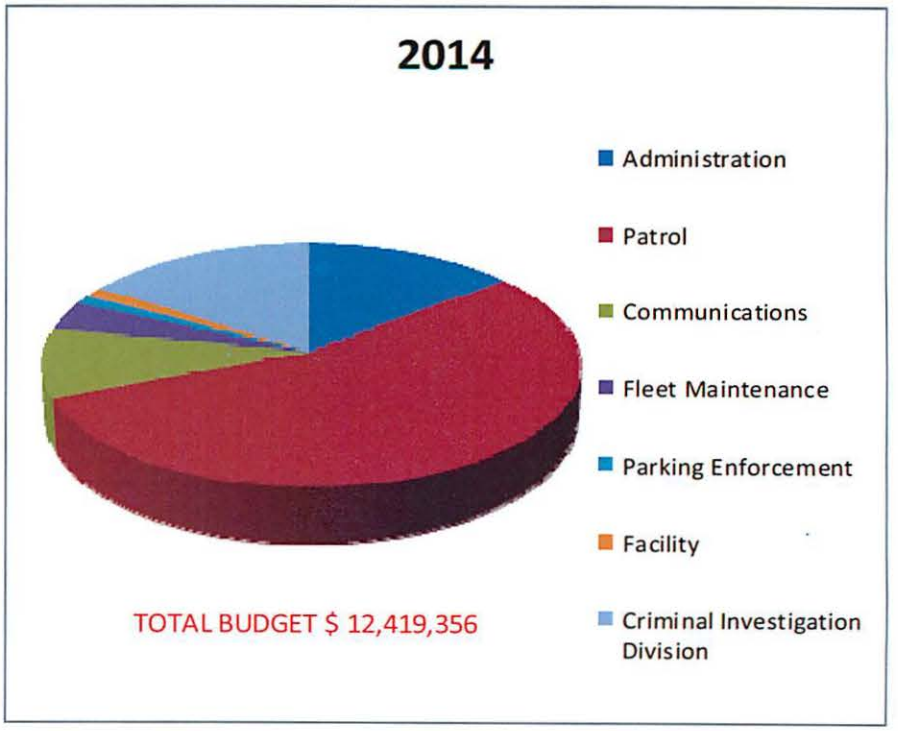
Respectfully,

Christopher Domagalski

Chief of Police

Sheboygan Police Department

2014 Budget	
Administration	1,743,058
Patrol	6,831,278
Communications	1,111,018
Fleet Maintenance	467,953
Parking Enforcement	150,519
Facility	165,150
Criminal Investigation Division	1,950,380
Total Budget	12,419,356



Internal Investigations

Fifteen (15) internal investigations were conducted in 2014. Of those investigations, ten (10) were initiated by the Department, and five (5) were citizen complaints.

2014 INTERNAL COMPLAINTS

INVESTIGATIVE FINDINGS	#
SUSTAINED	7
NOT SUSTAINED	3
UNFOUNDED	0
EXONERATED	0
NO FORMAL COMPLAINT	0

2014 CITIZEN COMPLAINTS

INVESTIGATIVE FINDINGS	#
SUSTAINED	0
NOT SUSTAINED	1
UNFOUNDED	2
EXONERATED	0
NO FORMAL COMPLAINT	2

*** Sustained = The allegation is supported by sufficient proof.
Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
Unfounded = The allegation is false or otherwise not based on valid facts.
Exonerated = The incident that occurred or was complained against was lawful and proper.

2014 Sheboygan Police Department Accomplishments

- ✓ Updated and published new policy manual, including the introduction of daily policy training bulletins.
- ✓ Established a Crime Analyst position in the department and obtained analytical software to better understand and use the data we collect.
- ✓ Provided Fair and Impartial Policing Training to all sworn personnel.
- ✓ Provided training to an additional 8 department members in Leadership in Policing (LPO) course.
- ✓ Provided Crisis intervention Training (CIT) to 17 department members.
- ✓ Graduated a department supervisor from the "Wisconsin Command College".
- ✓ Updated in-squad video system.
- ✓ Added the use of Facebook and Nextdoor to our social media platforms.
- ✓ Increased the quality of reporting and oversight of use of force and vehicle pursuits.
- ✓ Re-organized the supervisory table of organization to increase efficiency and increase supervisory development opportunities.
- ✓ Led collaborative partnership that provided educational talks on heroin and prescription drug abuse to over 1300 county residents.
- ✓ Led collaborative partnership that provided educational presentations regarding drugs and alcohol, focusing on making good life choices to over 5000 High School students in Sheboygan County.
- ✓ Expanded the Police Explorer program and integrated them into our crime prevention efforts.
- ✓ Partnered with other agencies to organize the 3rd annual Wisconsin Problem Oriented Policing Conference.
- ✓ Worked collaboratively with partners to maintain a prescription drug collection box and drop off events.
- ✓ Participated in over 100 community outreach activities including 22 neighborhood meetings.
- ✓ Updated equipment for forensically gathering and analyzing computer and digital evidence.

2015 Sheboygan Police Department Goals

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Identify Prolific Offenders and work with Probation and Parole, Prosecutors and the Courts to connect them with support services and/or develop criminal cases for prosecution. Continue involvement in Criminal Justice Advisory Committee and activities that support the development of a treatment court.
Effectively apply Compstat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis and Intelligence to create crime intelligence for use in directing police resource decisions
Continue partnership with building inspection and other partners to address blight.
Continue partnership with Tavern Safety Coalition with emphasis on TIPS training related to over serving.
Continue ongoing heroin initiative to educate public on heroin issues to reduce overdoses.

Expected Outcomes: Maintain or Reduce Part 1 Crimes including an overall Part 1 Crimes target of 1315.
Individual crime targets as follows: of Robbery > or = 15, Aggravated Assaults >= 90,
Burglary > or = 150 and Theft > or = 1000.
Total Accidents > or = 1550

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information with an emphasis on Facebook to increase followers of social media.
Build Neighborhood capacity by continuing to promote Neighborhood Associations and Watch Groups.
Increase direct contact with citizens through meetings, park and walk and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Work with our youth and schools to enhance safety and security for students.
Expand Crisis Intervention Team training and awareness to include continued collaboration with mental health providers to increase awareness of mental health issues and resources available in the community.

Expected Outcomes: A more informed community and greater awareness of department activity.
Enhanced relationships and greater understanding of the Police Role across the community.
Coordinate and hold more than 25 neighborhood meetings.
Increase documented collaborative problem solving initiatives.
Increase in measureable deployments of foot and bicycle patrols.
Increase in Police legitimacy.

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities: Create Public Value.
Identify areas of potential cost savings and/or process improvement.
Work with City IT to complete ongoing implementation of Munis parking ticket solution.
Maintain development of LEXIPOL policy and training module.
Update in-squad computers and interview room video system.
Continue training and planning for consolidated dispatch.
Emphasize the connection of department values to daily decision making.
Develop and host Crisis Intervention Training (CIT).
Practice the judicious and impartial use of police authority. Integrate the Fair and Impartial policing curriculum into the PTO program.
Develop warm zone training with the Fire Department.

Expected Outcomes: Operate within authorized budget.
More efficient processing of parking tickets.
More dependable systems and enhanced evidence.
Successful transition to consolidated dispatch.
Decrease in the use of force and increased police legitimacy.
More effective response plan for mass casualty events.

Goal # 4 – Enhance Employee Culture and Morale and Create an Environment where Employees have a heightened sense of Pride in the organization.

Activities: Ensure Goals and Objectives are set for all Employees during evaluation process and tie evaluation to organizational goals.
Celebrate Successes of Organization.
Deliver key training across Divisions.
Continue ongoing efforts with implementation of Peer support group.
Continue Leadership in Police Organization training for all levels of the department.
Build and maintain effective working relationship with Patrol Association.
Implement culture survey within department to measure LPO progress.
Continue with ongoing efforts to use Biz library as a training tool for civilian employees and develop training plans for individual employees.

Expected Outcomes: Greater Camaraderie, Trust and Pride among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Stronger working relationships.

2014 New Hires

Officer Michael Thielke

Officer Paul Graening

Telecommunicator Tracey Villa

Officer Michael Thielke was sworn in on March 17th, 2014 and Officer Paul Graening was sworn in on August 4th, 2014. Tracy Villa began employment in the SPD Communications Center in April.

2014 Promotions

Detective Eric Edson

Sergeant Shannon McKay

Sergeant Joel Kuszynski

Captain Kurt Brasser

Eric Edson was promoted to Detective on April 14th, 2014. Officers Shannon McKay and Joel Kuszynski were promoted to Sergeant on December 15th, 2014. Lt. Kurt Brasser was promoted to Captain on July 20th, 2014.

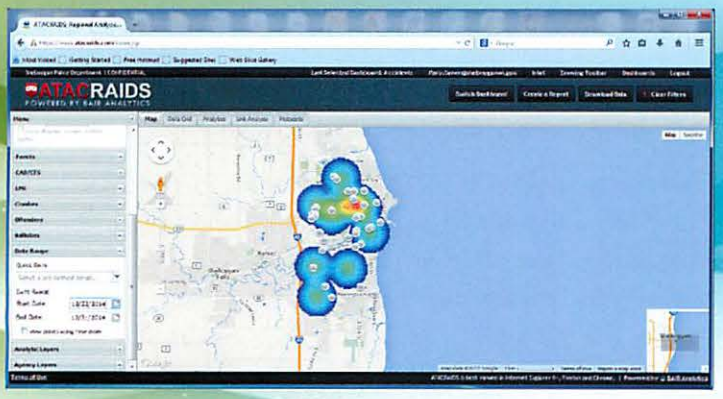
2014 Retirees

After nearly 29 years of service, Captain Bob Wallace retired from the Sheboygan Police Department in June of 2014.

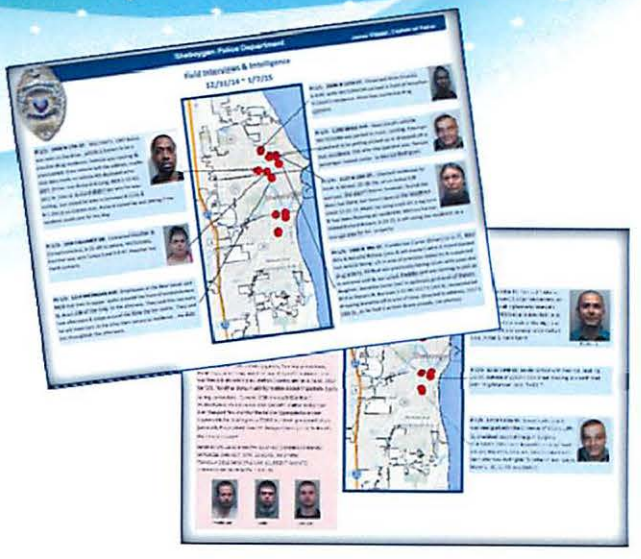
New Technology

BAIR ANALYTICS

In 2013, the Sheboygan Police Department purchased ATAC (Automated Tactical Analysis of Crime) Workstation and ATACRAIDS (ATAC Regional Analysis and Information Data Sharing). ATAC Workstation and ATAC RAIDS provide powerful crime pattern analysis, predictive analytics, crime mapping and reporting to crime investigations and intelligence analysis. ATAC assists analysts in pattern identification, data mining, analysis and prediction of serial events, and communicating vital information efficiently.



Other reports include a burglary report for our criminal investigation division, as well as field interview and intelligence reports for sworn personnel.



Our crime analyst produces numerous reports throughout the work week by finding series, patterns, trends, and hot spots as they happen. These are generated into reports which are produced throughout the week. These reports explain the who, what, when, where, how and why of crime and incidents occurring in the community. With this information, we can develop effective tactics and strategies, intervening as soon as possible, preventing victimization and reducing crime.

Administrative Services Division

Captain Steve Cobb

The Administrative Services division encompasses the communications center, electronics/communications, the police fleet, and court services office. In addition, the division is responsible for administering a process for hiring new personnel, training and career development of current personnel, policy management, and building/facility maintenance.

Police personnel attended a wide variety of ongoing specialized training necessary to maintain state of the art skills and our ability to provide competent service. These training sessions include Technical Traffic Accident Investigation and Reconstruction, Evidence Technician Certification, Basic Crisis Negotiation Training, Emergency Tactical Response, Crime Prevention through Environmental Design, and many other areas of expertise.

Early in the year, the Sheboygan Police Dept. capitalized on a grant opportunity and sent Lieutenant Doug Teunissen and Sgt. Kurt Zempel to the Hartford, MA area to be trained as instructors in the national curriculum for the Fair and Impartial Policing series. Following their certification as instructors, Lt. Teunissen and Sgt. Zempel provided an 8 hour FIP training block to every officer of the Sheboygan Police Dept. and several officers from neighboring jurisdictions. The training focused on scientific and research based perceptions of bias in policing, and strategies for avoiding those biases during day to day police operations.

In 2014, we continued to provide "Leadership in Police Organizations" training to eight of our personnel. The course helps leaders understand and apply modern behavioral science and leadership theories that enhance human motivation, satisfaction, performance, and development to achieve organizational goals. It is also intended to help develop and achieve personal leadership. We were proud to see Lieutenant Scott Mittelstadt develop as an LPO Instructor for the State of Wisconsin and take an integral role in the success of the LPO program throughout the state.

Lieutenant Bill Adams attended the Wisconsin Command College. The Wisconsin Command College is a joint venture between the University of Wisconsin Certified Public Manager Program and the Wisconsin Department of Justice. Command College consists of 240 hours of instruction that occur over the course of nine months. The Command College course teaches 17 different topics that support the National Certified Public Manager (CPM) core competencies, including systemic integration, managing work, integrity, leading people, developing self, public service focus, and change leadership.

Over two sessions in 2014, 17 officers and supervisors attended a 40 hour Crisis Intervention Team curriculum. The Crisis Intervention Team (CIT) program is a community partnership of law enforcement, mental health professionals, mental health consumers and their families. The goal is to help persons with mental disorders access medical treatment rather than place them in the criminal justice system due to illness-related behaviors. The course is 40 hours of in-classroom training. Officers are provided training on mental health signs and symptoms, appropriate medications and their side effects, a tour of local mental health facilities, the use of verbal de-escalation techniques, active listening skills and improved police tactics using safe restraint techniques that result in reduced uses of force. Since the initial training courses, the Police Department has partnered with several entities within Sheboygan County to develop a local curriculum. The goal is to continue CIT training into 2015 and to make the CIT course available to every sworn law enforcement officer in Sheboygan County.

Lexipol

In 2014, the Sheboygan Police Department published the new Lexipol policy manual. This policy manual is the product of a collaborative effort with Lexipol, a policy development company that specializes in police agencies. The policy content can roughly be divided into four areas of origin and importance: Federal Statute and Case Law, State Statute and Case Law, Regional Best Practices, and Discretionary Policy. Through the utilization of the law enforcement subject matter experts and legal professionals at Lexipol, our department will have a policy manual that is legally defendable and consistent with the best practices in contemporary law enforcement. The Lexipol knowledge management system is a web-based product that will enable our department to continually update and improve our department policy manual with the guidance and research provided by Lexipol's legal staff and subject matter experts. The service provides on-going policy training using daily training bulletins for all employees to train of different aspects of the policy manual daily. This will enable continuous improvement, keeping our agency and officers safe.

Management of the Police Facility

Although the police facility is still relatively young, it is beginning to require increasing attention to the maintenance and repair of mechanical and other systems. With the assistance of our City DPW personnel, Fleet Mechanic Dave Daniels, and Electronics Technician Russ Schreiner, we are able to maintain many systems in the most cost effective manner. Larger projects, or those projects with specialized skills, require that we contract out for services.

Hiring

During the latter part of 2014, the Administrative Division, in conjunction with the City of Sheboygan Police and Fire Commission, completed an eligibility list of police officer recruits/candidates. Several very well-qualified candidates were identified and this list will be utilized to fill vacancies within the Department's ranks should there be retirements or other opportunities in the near future.

The Administrative Division has continued to act as the liaison with the Dept. of Planning and Development, to collaborate on matters of code enforcement and neighborhood revitalization. The product of this collaboration is translated directly into information for our police officers to employ tactics that reduce crime and increase the vitality of neighborhoods throughout the city.

Criminal Investigation Division

Captain Kurt Brasser

The Criminal Investigation Division underwent some changes to assigned personnel in 2014. Captain Kurt Brasser was sworn in as Captain in July and was assigned to the Criminal Investigation Division, and Captain Veeser assumed command of the Patrol Division, having previously been assigned to CID. Officer Eric Edson, a former School Resource Officer at South High, was promoted to Detective in April.

The Criminal Investigation Division (CID) strives to serve the citizens of Sheboygan by providing expertise to resolve complex criminal cases and investigated several higher profile cases in 2014, including one homicide resulting in the arrest of a Sheboygan resident. In December, CID also investigated an attempted homicide involving a double shooting incident leading to the arrest of two individuals. In an ongoing effort to take an aggressive approach examining drug overdose incidents, the division investigated three fatal drug overdoses. Five individuals were ultimately arrested and charged for their various roles in connection with the deaths.

In 2014, the Criminal Investigation Division continued to work collaboratively with various outside agencies at both the State and Federal level. Several detectives are tasked to work closely with the Wisconsin Department of Justice ICAC (Internet Crimes against Children) task force. Following up on tips related to the distribution of child pornography led to the arrest of 7 individuals in 2014. The Sheboygan Police Department also participates in the US Marshal Fugitive Task Force in which a detective works closely with the Marshal Service to apprehend fugitives wanted for various violations of law. This collaborative effort led to the local arrest of a fugitive wanted in Illinois for homicide. Another detective serves as a member of the Milwaukee Federal Human Trafficking Task Force. This detective served as a resource in numerous trafficking investigations for various law enforcement agencies and spoke at a number of law enforcement venues related to human trafficking. In 2014, she provided over 20 presentations to law enforcement, social service agencies, clergy, and other civic groups, related human trafficking. A joint investigation with the US Postal Service led the arrest of numerous suspects responsible for the theft of mail and subsequent fraud related to numerous incidents of identity theft throughout the area.

CID also strives to strengthen relationships within the retail community by working closely with a retailers group that meets routinely to exchange information, intelligence, and strategies targeting retail theft and fraud. The division also continued to focus on sex offenders residing in the community and worked closely with the Department of Corrections in 2014 to ensure compliance, notify the public when prolific offenders are released in the community, and investigate any related violations of city ordinance or state law.

CID combined resources with Sheboygan County Fire Investigation Team and Sheboygan Fire Department responding to eight suspicious fires in 2014, including one fatal.

In general, the division served 94 search warrants on various items and locations during the course of various criminal investigations including burglary, sexual assault, robbery, identity theft and fraud, forgery, and numerous others. The Division also handles all seizures related to criminal investigations. In 2014, this resulted in forfeiture actions and subsequent seizures of over $9,000 in cash on one vehicle.

2014 Safety Town

Officers Hang Lor and Dana Fischer, while serving as School Resource Officers, collaborated with the Sheboygan Service Club and the Sheboygan Area School District to host Safety Town once again. Safety Town is a week-long program for children starting kindergarten in the fall. Officers Lor and Fischer worked alongside teachers to teach the children about pedestrian safety, poisons, strangers, guns, bus safety, fire safety, how and when to call 911, and much more. Children experience first-hand how to safely navigate the "streets" of Safety Town, a miniature town complete with traffic signs and buildings, while riding bikes and having fun.

2014 Junior Police Academy

In June of 2014, the Sheboygan Police Department held its annual Junior Police Academy, graduating 25 "recruits" from the program. Junior Police Academy is designed for middle-school aged students, ages 11-14. The week-long program covers basics of police operations including constitutional law, the court process, evidence collection, defense and arrest tactics, and traffic enforcement. Equally important, JPA enforces the Sheboygan Police Department's core values: courage, leadership, accountability, teamwork, and integrity.

Patrol Division

Captain James Veeser

The Patrol Division consists of the majority of sworn officers within the Sheboygan Police Department. Uniformed officers are frequently the initial point of contact that the public has with law enforcement. The reasons for these contacts vary greatly; a traffic accident or violation, being a victim of a crime, or needing medical assistance. Typically, a citizen may only have contact with law enforcement once in their lifetime and the professionalism of the officers can have a lasting impact on the overall perception of the police department. The Patrol Division strives to ensure the contact is handled properly and provides the required service.

Over the last several years, an organized effort of neighborhood-based, community-orientated policing has resulted in building many positive relationships with the community. The Patrol Division has been at the forefront of this effort by connecting officers to 75 individual neighborhoods. Officers take pride in establishing relationships with residents of their neighborhood and assisting with solving problems that range from criminal activity to quality of life issues. The residents of these neighborhoods appreciate the relationships that are being established and are reminiscent of a policing style of the past.

The Patrol Division also monitors activity throughout the City of Sheboygan by dividing the city limits into three sectors; North, Central and South. Each sector encompasses a certain number of neighborhoods based on geographic area. A shift Lieutenant and two Sergeants are assigned to a sector and are typically from a separate shift. This ensures communication across shifts regarding activities within a sector and effectively informing officers in case a similar pattern occurs within their assigned sector. This exchange of information significantly increases the effectiveness of police strategies when solving a problem that could impact the city as a whole.

One goal of the Sheboygan Police Department is to reduce crime and the fear of crime in the City of Sheboygan. Uniformed officers are actively pursuing that goal by deploying tactically in order to effectively meet that objective. This involves Hot Spot Policing, targeting Habitual Offenders and identifying emerging crime trends. Communication between Divisions and Shifts within the Sheboygan Police Department assists with this overall effort. The Patrol Division is the front line "Eyes and Ears" of the department due to officers observing and communicating with members of the community. The information generated by uniformed officers drives police strategies and assists with meeting objectives.

Communication is very important to an effective Patrol Division within a community. The initial contact and perception by the public: patrol officers communicating with each other and residents, and sectors being situationally aware of what is occurring throughout the city. There are many examples of communications occurring that involve the Patrol Division: Neighborhood Meetings, Roll Call, working alongside city departments, and attending community events as a representative of the Sheboygan Police Department. This effort continues to build the trust the community has with the Sheboygan Police Department.

In 2014, a number of supervisors were re-assigned to new positions while others were promoted. Captain James Veeser was re-assigned to Captain of Patrol after serving for 8 years as the Captain of Detectives. Officer Shannon McKay and Officer Joel Kuszynski were promoted to Sergeant of Patrol, 2nd and 3rd shift. Lt. Michael Williams was re-assigned to 1st Shift Patrol while Sgt. Kurt Zempel was assigned to the MEG Unit. Sgt. Michael Stelter was re-assigned to the Street Crimes Unit while Sgt. Scott Reineke returned to the Patrol Division. The re-assignment of supervisory personnel results in further career development for that particular officer and benefits the department as a whole.

Absolutely 21 and Over

Since 2011, the Sheboygan Police Department has conducted an initiative called "ABSOLUTELY 21 AND OVER". The overall objective is to reduce underage alcohol consumption in our community. The initiative is designed to prevent and protect minors from obtaining alcohol and to protect businesses from minors attempting to illegally obtain alcohol from their establishments. The effort benefits the whole community by proactively preventing alcohol-related problems and crimes in our community, especially during school breaks and holidays. The program is one part educational awareness and one part enforcement.

During the Christmas Holidays near the end of 2014, officers conducted 27 randomly picked business compliance checks utilizing Lakeshore Technical College Criminal Justice students. These underage students with valid photo identification would attempt to purchase alcohol from the businesses. If the businesses properly requested their identification prior to the purchase and refused, these businesses were congratulated for their diligence in preventing underage alcohol purchases and consumption. If not, various enforcement methods were levied. Of the 27 business checks, only four failed to follow proper identification protocols.

This year's 15% failure rate was significantly down from prior years. In fact, the first year showed a failure rate of 43%. The program's success has been a combination of educational awareness, enforcement, and cooperation between the police department and the business community. The original conception of "Absolutely 21 and Over" was headed by Officer B. Kehoe and is another example of individual officers within the Sheboygan Police Department solving problems and working with department members to address a quality of life issue in Sheboygan.

Throttle Management

In June of 2014, the Sheboygan Police Department initiated a project to identify and enforce exhaust system violations on all vehicles. Every year the Sheboygan Police Department receives numerous complaints of loud exhaust, often aggravated by excessive acceleration. This detracts from peaceful neighborhoods and creates a sense of disorder in our city. The idea was inspired by an effort in Washington County, WI, to address citizen complaints about illegal exhaust systems on motorcycles.

The purpose of the project was two-fold. First, identifying and enforcing violations of loud and/or defective exhaust and excessive engine acceleration; and second, educating violators in regards to applicable laws pertaining to exhaust systems. Violators were also asked to use "throttle management" and drive with caution and respect to our neighborhoods. Further community outreach was achieved through a press release and social media notifications.

At the end of the four month project, we found that traffic stops related to exhaust enforcement doubled from the previous year. We again plan to focus on exhaust violations in 2015.

Sheboygan County Chamber of Commerce "Top Young Professional of the Year"

In 2014, Sgt. Kurt Zempel was selected from a number of other young professionals within Sheboygan County to receive the Sheboygan County Chamber of Commerce "Top Young Professional of the Year". Zempel is the first Sheboygan Police Officer to receive this award and the department was proud of this accomplishment. It is a reflection of the high standards and professionalism of not only Kurt but other members of the Sheboygan Police Department.

His submission for consideration involved his work with the DDACTS (Data-Driven Approaches to Crime and Traffic Safety) program, being nominated for the UW-Oshkosh Distinguished Masters Research Award for his field project, "Putting Police in the Box: The effectiveness of Data-Driven Law Enforcement", receiving the prestigious UW-Oshkosh Steven Hintz award which recognizes academic excellence and community involvement, and participating in the county wide Heroin Initiative as a core committee member. This, along with his police duties, co-commander of the Emergency Response Team, Chairperson of the Explorer Post, supervisor of the crash/crime reconstruction team, member of the Honor Guard, coordinator of the SPD Podcast program, and daily Shift #2 activities led to recognition by the Sheboygan County Chamber of Commerce. Kurt remains active in the community along with being dedicated to his church and family.

Crash and Crime Reconstruction Unit

In response to the need for greater expertise when investigating serious crimes and motor vehicle crashes, the Sheboygan Police Department maintains a Crash and Crime Scene Reconstruction Unit. The reconstruction unit responds to major crash and crime scenes and utilizes modern technology and investigative techniques to document and diagram the location of evidence at the scene.

This includes the use of a Total Station measuring device to obtain laser measurements of points on scene from which a three-dimensional computerized diagram can be generated. Once measurements of the evidence on-scene are obtained, reconstruction team members build a CAD diagram of the incident scene. This proves useful not only for assisting investigators in determining the underlying cause of crashes, but is also a useful aid for courtroom presentation of the specific location of evidence at a crime scene.

The reconstruction unit has assisted in the investigation of fatal and serious motor vehicle crashes where felony charges were a possible result, as well as at major crime scenes including homicide investigations. The unit includes three traffic crash reconstructionists who received training through programs at the Wisconsin State Patrol Academy and Northwestern University, as well as personnel with experience in surveying and computer-aided drafting (CAD). Members of the unit have extensive investigative experience which is critical in identifying relevant evidence and its significance to the investigation.

Motorcycle Unit

The Sheboygan Police Department has had a Police Motorcycle Unit since 2000. The Motorcycle Unit, often called "Motor Units," is instrumental in supplementing the patrol division. Officers ride the police motorcycle from April-October (weather permitting). The Motor Unit currently has one 2008 Harley-Davidson Road King Motorcycle. Officers ride a combined average of approximately 1000 miles per year. There are 7 officers currently assigned to the Motor Unit.

Officers who are selected to the Motor Unit must perform at a high level, and demonstrate they are capable of handling this added responsibility. They apply to become a member of the unit to a Special Teams Selection Committee. Once an officer is selected, they attend a Police Motorcycle Operator Course co-sponsored by Northwestern University Center for Public Safety & Harley Davidson. This intensive 80-hour program develops the coordination, skill and confidence necessary for the officer to operate a police motorcycle safely and efficiently.

Motorcycle officers are assigned to geographic districts throughout the city on a daily rotation. They handle all duties/responsibilities that they would when patrolling in a squad car. Yet, Motor Officers are also tasked with addressing specific traffic related problems and/or projects where the Motor Unit would be beneficial. The size and maneuverability of a police motorcycle makes it the ideal tool for addressing traffic problems and working to minimize traffic crashes.

In addition to these duties, Motor Officers also participate in parades and numerous community events. These are wonderful opportunities to interact with citizens and develop positive relationships with community groups.

Honor Guard

The Sheboygan Police Department Honor Guard is a ceremonial unit within our department that represents the police department at formal, government and festive events. Most importantly, the Sheboygan Police Department Honor Guard represents the police department and its members, at funerals of police officers, both active and retired, in support for the family. This is performed in a respectful and dignified manner.

In 2014, the Honor guard participated in 5 law enforcement funerals, 3 parades, and 4 other local events in which the national colors were presented and posted.

The following officers are members of the Sheboygan Police Department Honor Guard Unit:

From left to right: Lt. Michael Williams, Sgt. David Anderson, Sgt. Bradford Riddiough, Sgt. Terry Meyer, Lt. Scott Mittelstadt, Cpt. Kurt Brasser, Officer Matthew Heimerl, Officer Michael Wynveen, Sgt. Joel Kuszynski
Not pictured: Sgt. Zempel, Officer Ryan Schmitt

Emergency Response Team

The Sheboygan Police Department Emergency Response Team (ERT) responds to high-risk situations which require a tactical approach beyond normal police patrol operations, such as barricaded subjects, high-risk warrants where suspects are believed to be armed, hostage situations, and large civil disturbances. Members of the ERT receive advanced training in tactics, searching techniques, room clearing, and use of specialized equipment such as ballistic shields, distraction devices, specialty impact and chemical munitions, and breaching tools for entering locked doors.

The ERT is made up of 17 officers and two patrol sergeants. There are 13 operators who serve perimeter, breaching and entry functions during high-risk calls. The team also has four trained crisis negotiators. The goal of the team's training and techniques is to peacefully resolve serious, high-risk situations which occur in the community and minimize danger to officers, suspects and the public at large. The team also seeks to work collaboratively with the community to respond to the growing nationwide trend in workplace and school violence.

In 2014, team leader Shannon McKay and operator Joel Kuszynski were promoted to Sergeant of Patrol, creating two openings on the team which were filled by new operators Spencer Wilson and Ryan Walloch. Officer Kent Huibregtse has replaced Sgt. McKay as the team leader, with Officer Brandon Kehoe stepping in as assistant team leader. The team also added Officer Rebecca Rupnick as a fourth crisis negotiator.

In 2014 the ERT conducted advanced training at several vacant properties in Sheboygan, including school emergency response training at the now-vacant Washington School. Team members again participated in the National Night Out Walk Against Crime in August, and provided a demonstration for middle school students participating in the Junior Police Academy.

2014 Statistics: Deployments: 1 Call Outs: 2 Demonstrations: 2

Sheboygan County MEG Unit

The Sheboygan County MEG Unit consists of officers from the Sheboygan Police Department, Sheboygan County Sheriff's Department, and Plymouth Police Department. Other agencies in the County provide additional resources and work alongside the MEG Unit during investigations. The MEG Unit is a full-time unit which conducts undercover operations while investigating major drug dealing activities in our county. The Sheboygan Police Department is the lead agency for the MEG Unit and provides a supervisor and an investigator.

The MEG Unit conducts joint investigations with other agencies and task forces at the local, state and federal level including Wisconsin Department of Justice, DEA and the US Postal Service. MEG Unit Investigators are also an integral part of the community's education and prevention efforts regarding drug use and associated problems. In 2014, the MEG Unit provided 13 community talks to schools and professional groups concerning drug awareness and its impact on the community, as well as ways to protect themselves and report drug crimes.

The MEG Unit continued its focus on the heroin problem and its associated impact on the community, with seizures of more than 18 grams of heroin in 2014 and 10 drug trafficking organizations disrupted by MEG Unit investigations. Several large-scale conspiracy investigations into heroin dealers and their associates were initiated in 2014, and in some instances investigators have uncovered related human-trafficking crimes.

In 2014, the MEG Unit initiated approximately 75 new drug investigations which led to the arrest of 45 people charged with 151 drug related crimes. Investigators served over 15 warrants during undercover operations and seized cash, vehicles, guns, cocaine, marijuana, heroin, methamphetamine and various prescription pills. Over $8,800 in proceeds from illegal drug activity were forfeited to the MEG Unit in 2014. The MEG Unit also discovered and eradicated 5 illegal marijuana grow operations with a total of 89 plants destroyed.

Street Crimes Unit

The 2014 Sheboygan Police Department Street Crimes Unit (SCU) consisted of four City of Sheboygan Police Officers and one City of Sheboygan Police Sergeant. SCU was established in the mid 2000's to address the changing criminal activity in the City of Sheboygan.

In 2014, SCU focused its efforts on people, places, and activities that were repeatedly having a negative impact in neighborhoods and the community. These efforts involved traffic stops, field interviews, intelligence gathering, search warrants and arrests.

During 2014, SCU officers conducted over 50 knock and talks. Knock and talks are used when information is obtained from tips or interviews that there may be possible criminal activity, wanted people or behavior occurring that could disrupt a neighborhood. A knock and talk is where one or more police officers approaches a private residence, knocks on the door, and talks with the people inside about the reason why officers are there in hopes of stopping the behavior.

Over the past couple of years a major focus for SCU was intelligence gathering. In 2014, SCU officers conducted over 30 intelligence interviews and hundreds of field interviews. The intelligence gained from these interviews is evaluated and disseminated to the Sheboygan Police Department as a whole.

SCU works together with patrol officers, detectives, and outside agencies to assist in investigations, apprehensions, intelligence gathering and arrests. At the end of 2014, a number of SCU officers were either re-assigned back to Patrol due to completion of their 3 year assignment or recent promotions. In 2015, Sgt. Michael Stelter will be the newly assigned supervisor along with three new SCU members. The Unit is an opportunity for officers to learn new skills and become more proficient in criminal investigations subsequently benefitting them in the future.

School Resource Officers

The school resource officers are an integral part of the Criminal Investigation Division. Working in partnership with the Sheboygan Area School District, school resource officers provide security in the schools, investigate violations of law, and foster a positive relationship with the community. Each of the Resource Officers is trained to utilize the Step Wise Forensic interview technique allowing them to collaborate with Social Services to effectively interview children who may be victims of crime.

School Resource Officers routinely provide presentations to students teaching internet safety, active shooter, bullying, and other important topics. By working closely with school administrators, faculty, and students School Resource Officers routinely identify and resolve problems within the School District and strive to provide a safe learning environment for the community.

In January of 2013, Officer Kundinger recognized a truancy issue at South High School. After identifying the issues contributing to the truancy problem,

Officer Hang Lor , Officer Dana Fischer , Officer Rebecca Rupnick, Officer Andrew Kundinger

Officer Kundinger identified the various stakeholders and then spearheaded a plan that collaborated efforts with school staff and the Sheboygan Municipal Court. By focusing efforts and resources on students with truancy issues, Sheboygan South saw a 17% decrease in unexcused absences and a 49% decrease in tardiness across the entire student body from the inception of the program to January of 2015.

K-9 Unit

The Sheboygan Police Department has two single purpose canine teams on patrol. Officer Trisha Saeger is partnered with K9 Bud and Officer Todd Danen is partnered with K9 Kramer. Both canines specialize in the detection of drugs.

In 2014, Sheboygan Police canines were involved in 257 deployments. The K9 teams were also used to identify drug money, and assisted in the seizure of over $11,000.

In 2014, K9 Bud and K9 Kramer's deployments resulted in 167 arrests for marijuana, cocaine, heroin, methamphetamine, or drug paraphernalia. Other miscellaneous arrests were for possession of drugs with intent to deliver, operating while impaired (drug driving), probation violation arrests, bail jumping violations, etc.

The Sheboygan Police Department not only recognizes the importance of drug interdiction, but also the need for drug prevention and drug education. In 2014, Sheboygan's K9 teams continued to provide demonstrations to schools, citizen police academies, youth organizations, and many other specialty groups.

The K-9 Unit is a proactive component that joins specific efforts to fight drugs in the community. The other components include the Sheboygan County MEG Unit and the Sheboygan Police Department Street Crimes Unit.

Number of Law Incident Complaints for the City of Sheboygan Police Department in 2014: 23,885

This is a 3 % reduction of law incidents in comparison to 2013.

Note: In 2013, there were 24,577 law incident complaints.

Information Services Division

The Information Services Division of the Sheboygan Police Department continues to provide support for our Patrol Division and the Criminal Investigation Division.

We continue to move forward with modern technology, acquiring analytical software for a newly-created Crime Analyst position.

Records Division responsibilities are:

- Processing law incident reports
- Traffic citations
- Ordinance citations
- Criminal complaints
- Traffic warnings
- Entering property information
- Fingerprint submission
- Managing In-squad video recordings
- Accident reports
- Parking tickets
- Incoming mail
- Open records requests

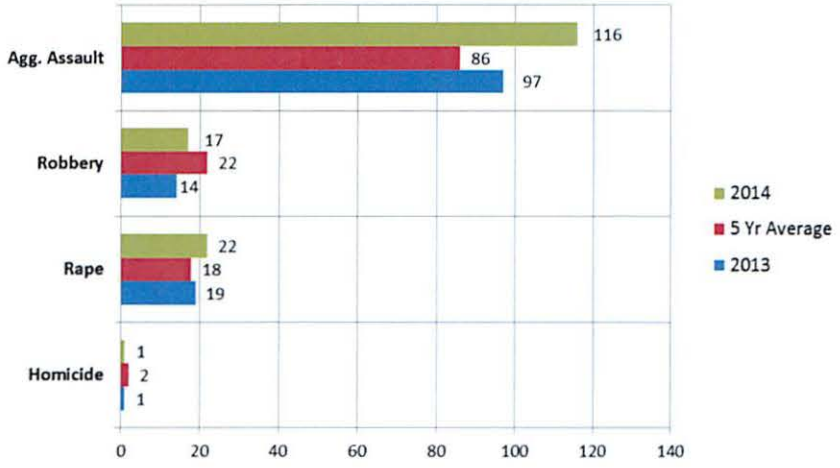
In 2015, Records Division personnel will begin preparing to take on additional front desk duties as a result of joint dispatch in Sheboygan County.

Part I Crimes

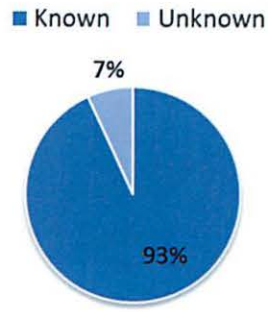
	Murder	Rape	Robbery	Agg Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2009	2	18	28	51	312	1539	49	7	2006
2010	1	20	22	69	216	1234	44	3	1609
2011	0	16	26	89	231	1165	50	5	1582
2012	3	19	21	126	262	1212	43	5	1692
2013	1	19	14	97	187	1023	31	6	1378
Average	**2**	**18**	**22**	**86**	**242**	**1235**	**43**	**5**	**1653**

	Murder	Rape	Robbery	Agg Assault	Burglary	Theft	MV Theft	Arson	Total Part I Crimes
2014	1	22	17	116	161	1082	24	12	1435
5 YR Average	2	18	22	86	242	1235	43	5	1653
Difference (%)	-50%	22%	-23%	35%	-33%	-12%	-44%	140%	-13%

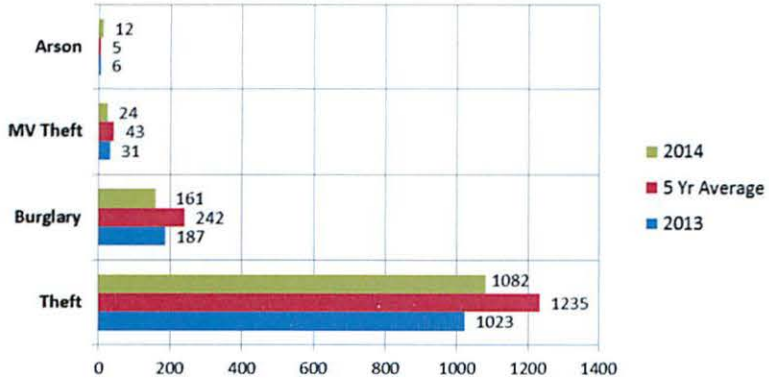
Violent Crime



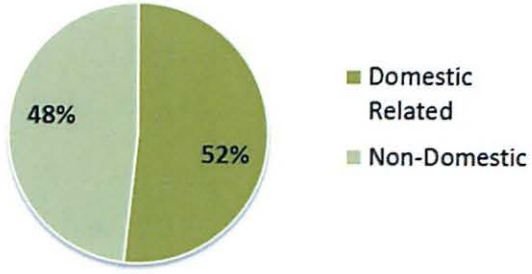
Relationship



Non-Violent Crime



Aggravated Assault



Operating While Under the Influence 2014 Arrests	
Alcohol	237
Controlled Substance	13
Absolute Sobriety	4
Total Arrests	254

Did You Know...

- ✓ 493 people died on Wisconsin roads in 2014. Some deaths were caused by speeding or not wearing a seat belt, while others were caused by drunk driving.

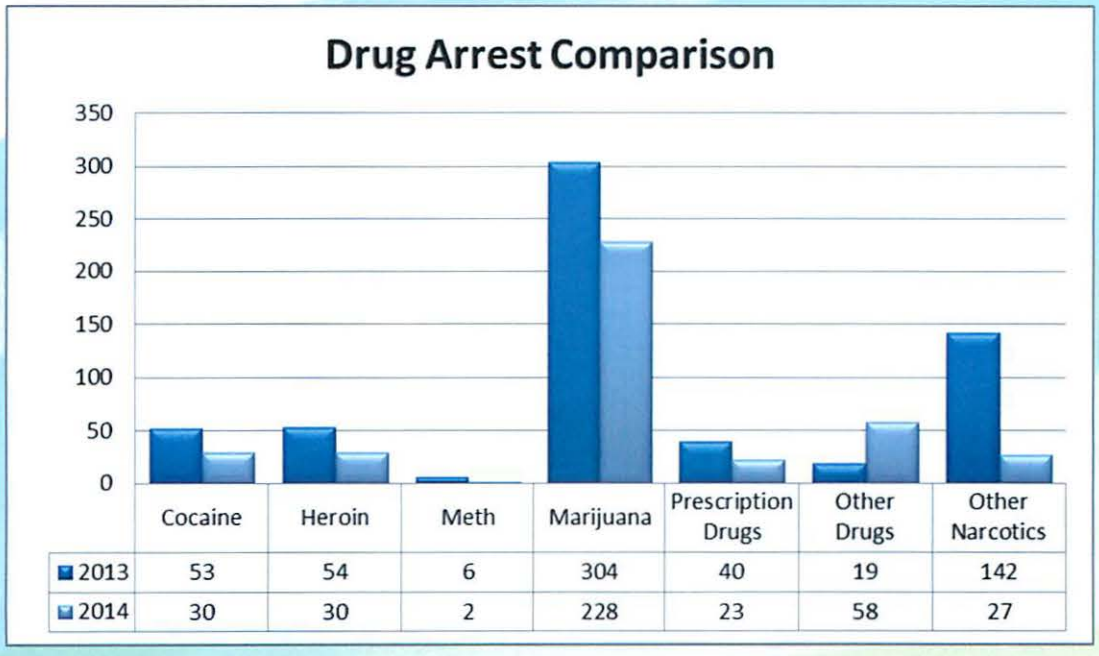
- ✓ Wisconsin has the highest rate of drunk driving in the nation.

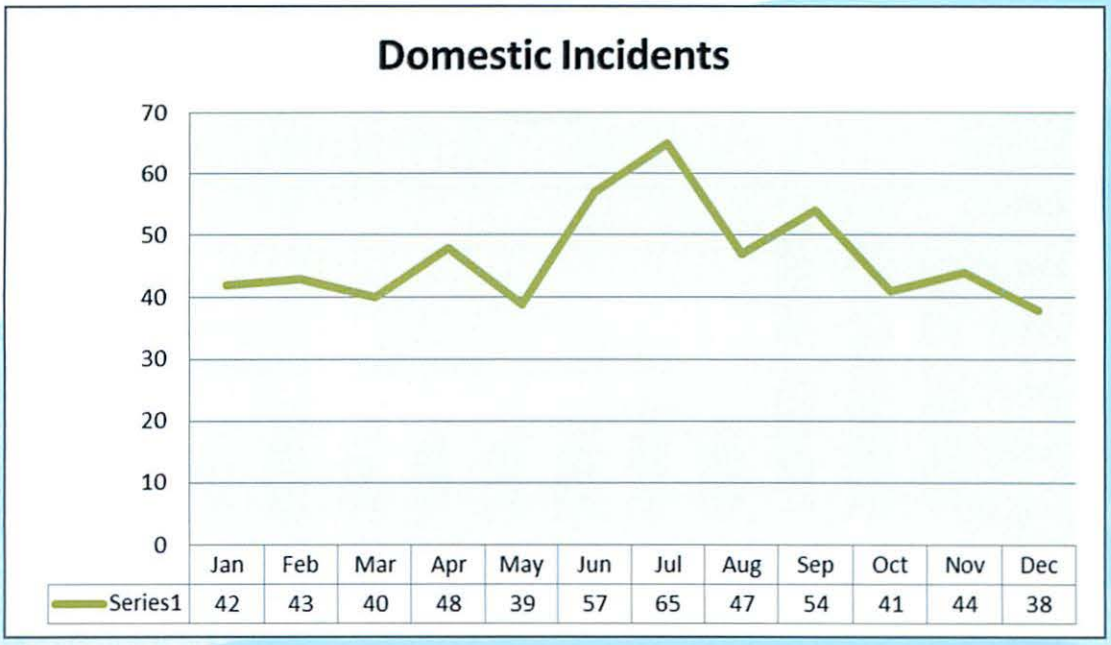
– Wisconsin Department of Transportation

2014 Drug Arrests

Amphetamine/LSD	17
Cocaine	30
Heroin	30
Marijuana	228
Methamphetamine	2
Other Narcotics	27
Other Drugs	58
Prescription Drugs	23
Paraphernalia	266
Drug Trafficking	35
Total Arrests	**716**

The 2014 drug arrests include the Sheboygan Police Department and the Sheboygan County MEG Unit.

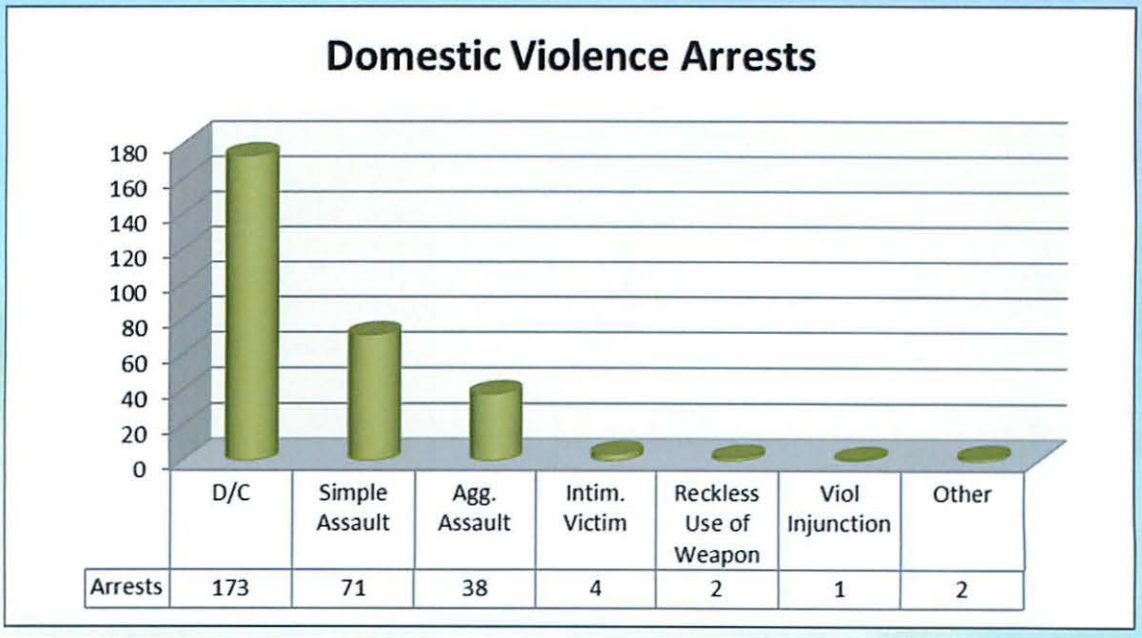


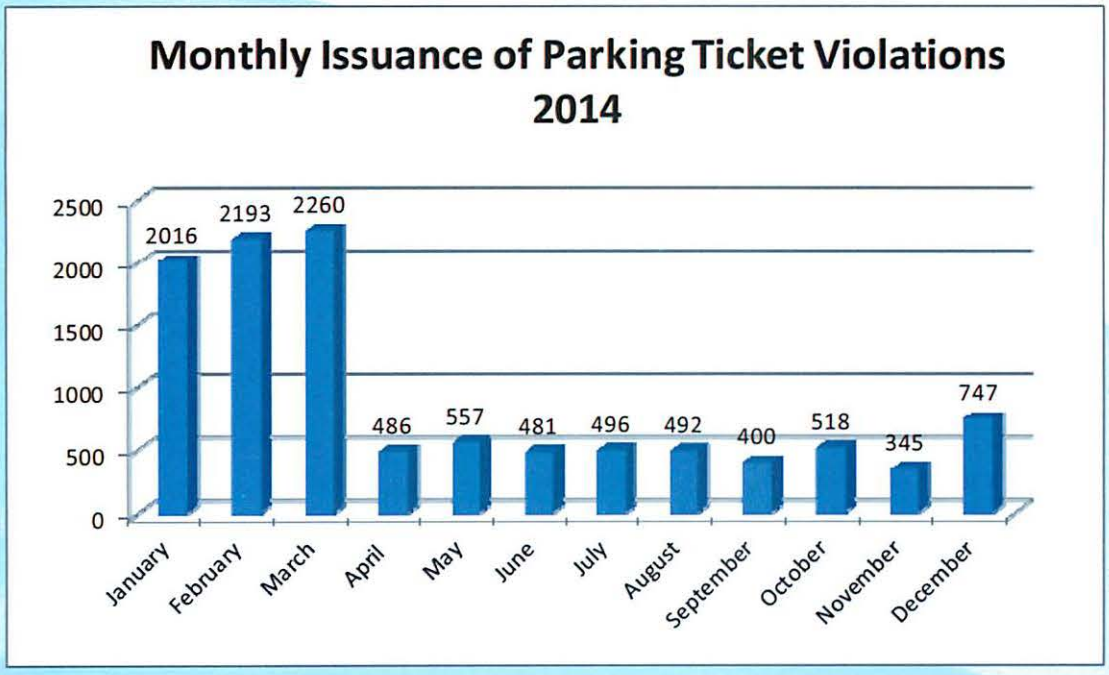


✓ In 2014, we had a reported 558 domestic disturbance incidents.

✓ Of these 558 incidents, 291 arrests were made.

A domestic abuse incident means the parties involved in the incident are an adult person against his or her spouse, or former spouse, against an adult with whom the person resides or formerly resided or against an adult with whom the person has a child in common. (WI § 968.075)





2014 Total Tickets Issued - 10,991

Value Property Stolen	$735,672
Value Property Recovered	$1,922
Percent Recovered	11%

2014 Social Media

The Sheboygan Police Department utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and You Tube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook. The Sheboygan Police Department sends out three types of messages via the Nixle Platform:

Alert

- **Must know notifications (emergency)**
- **There were zero alert messages sent out in 2014**

Advisory

- **"Need to know," such as as neighborhood public safety**
- **There were 81 advisory messages sent out in 2014.**

Community

- **Less time-sensitive, yet relevant community news and information**
- **There were 123 community messages sent out in 2014.**

In March 2014, the Sheboygan Police Department joined Facebook and Nextdoor. Nextdoor is a social networking venue for neighborhoods in the United States. It allows residents to connect with people who live in their neighborhood. The department shares information regarding public safety, upcoming events and other initiatives, programs and services our agency participates with neighborhoods on Nextdoor. The City of Sheboygan has 34 neighborhoods that have launched with Nextdoor.

Communications Center

The Sheboygan Police Department's Public Safety Communications Center is the initial point of contact for citizens in need of assistance within the City limits of Sheboygan. The Communications Center is currently staffed with fourteen (14) full time telecommunicators (which include a lead telecommunicator) along with one part time telecommunicator. The word "telecommunicator" is another word for "dispatcher".

Telecommunicator Jennifer Schleinz resigned from our department effective February 15, 2014. She had been employed as a telecommunicator with our department since June 5, 2000.

On 04/28/2014, our department hired Tracey A. Villa as a full time telecommunicator. She completed her training in September, 2014, and has been assigned to shift 3.

The Sheboygan Police Department Communication Center is one of the most modern dispatch centers within the area. The Communications Center provides 24/7 coverage while maintaining a minimum staffing level of three dispatchers on first and second shift and two dispatchers on third shift. The telecommunicators are responsible for dispatching police, fire and EMS services within the City limits of Sheboygan. In addition to being assigned to work in the Communication Center, a telecommunicator is also assigned to staff the police desk on first and second shift. The desk telecommunicator is responsible for data entry of different types of paperwork such as field interviews, accident reports, booking sheets, etc. as well as receiving parking ticket monies, bail bond monies, handling phone complaints from citizens as well as providing customer service to citizens who walk in to the police department. The desk telecommunicator also assists with overflow telephone calls from the Communication Center.

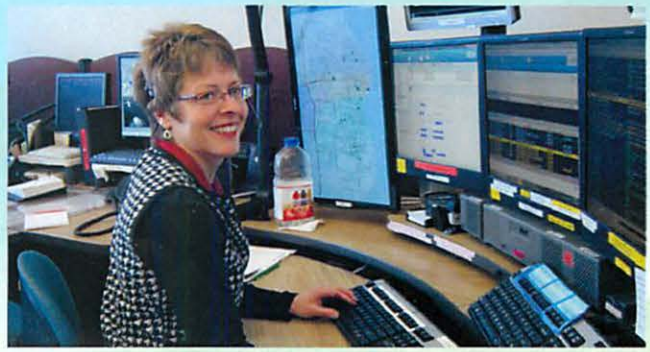
In 2014, the Sheboygan Police Department accepted the responsibility of licensing dogs and cats for the City of Sheboygan.

During 2014 numerous school and civic groups toured the Communication Center and had the opportunity for an up-close and personal look at the equipment that is used on an everyday basis by the telecommunicators.

In 2014, Telecommunicator Alicia Wimmer and Kelli Kisiolek attended and graduated from Leadership in Police Organization (LPO) training. This training consisted of a total of three full weeks over a span of three months.

In October, 2014, Telecommunicator Sarah O'Connor spent a week in Rhinelander, WI, attending Communication Training Officer (CTO) training.

During 2014, in anticipation of the upcoming Sheboygan County Joint Dispatch consolidation, telecommunicators from the Sheboygan Police Department received several weeks of dispatch training at the Sheboygan County Sheriff's Department. Similarly, Sheboygan County Sheriff's Department telecommunicators received several weeks of dispatch training at the Sheboygan Police Department. Upon completion of the training, these telecommunicators will be utilized at both departments to maintain their dispatching skills. In 2015 additional telecommunicators from both departments will also receive the same training.



Communications/Electronics & Fleet Services

Communications and Electronics Technician Russ Schreiner is responsible for the maintenance of a broad range communication and electronic systems for the police and all city departments.

He is also responsible for maintenance of the city's 911 communication center. Russ is also heavily involved with the county-wide radio system upgrade project and serves on the project technical review committee. He also is involved with the planning of the county combined dispatch center project.

Russ also assisted the fleet mechanic with the set-up of five new Ford SUV squads.

Fleet Operations Mechanic Dave Daniels has provided service to the department for the last 25 years.

In 2014, the Fleet Division built the second tier of Crown Victoria Police Interceptor replacements with the 2014 Ford SUV Interceptor.

The Ford Crown Victoria's have been the vehicle of choice for the past 20 years, however the remaining vehicles will be replaced in 2015.

In 2014, the in-car video system was upgraded using Coban Technologies.

Property & Evidence

In 2014, Evidence/Property Officer Julie Lamb continued to monitor the Property and Evidence section of the Criminal Investigation Division. This section of the police department continued to be a hub of activity.

Property & Evidence Numbers in 2014:

3,930 property & evidence items brought in

- ✓ 327.5 items per month
- ✓ 2 items per hour

210 bicycles tagged in

121 bicycles donated to Rebike

571 items sent to the Milwaukee Crime Lab

- ✓ 207 cases
- ✓ 26 trips

1,675 evidence disposition forms sent out

97 phones donated to Call to Protect

Community Service Officers

The Sheboygan Police Department Community Service Officers (CSO's) are assigned to the Patrol Division. There are two CSO's who are non-sworn personnel but do have appointed limited enforcement powers which involve investigative functions. The CSO's support the mission of the police department by not only the enforcement of parking regulations, but addressing quality of life issues in the community. They are very much part of the department's neighborhood policing initiatives which involves partnering with other city departments such as Building Inspection and the Department of Public Works.

The Community Service Officers provide a wide range of support services, such as, enforcement of residential parking regulations, prohibited and time zone parking violations, 24 hour and meter parking violations, with a special emphasis on parking enforcement around our community's schools.

A large part of the CSO's duties is seeking out and enforcement action of abandoned vehicles. This issue affects the quality of life in neighborhoods within the community. As they patrol neighborhoods for abandoned vehicles, they also observe other nuisances which they will address themselves or partner with the Neighborhood Officer. This contributes to the maintenance of the neighborhoods for the residents,

contributes to eliminating disorder and crime, and contributes to the quality of life for the entire community.

Additional duties of the CSO's include recovering stolen and abandoned bicycles and property; assisting with disabled motorists, traffic control, traffic studies; being involved in the community's special events, parades, festivals, along with lending assistance to locating lost or missing children investigations.

Of special note is CSO Meller who helps manage and oversee the deployment of the department's speed trailer, along with the collection of data and its analysis. He is also a non-sworn member of the department's Crash and Crime Reconstruction Unit. CSO Yang is called upon by members of the department and other city departments to assist in language translation during calls for service, investigations, and education.

School Crossing Guards

There are six part-time School Crossing Guards and one substitute School Crossing Guard that are appointed by the City of Sheboygan and employed by the Sheboygan Police Department. School Crossing Guards are strategically stationed at six of the community's elementary schools that have the busiest and most congested school crossings in the city. They become part of the school's community by working closely with the elementary schools staff and getting to know the children and their parents who use them in crossing the street on their way to and from school. The substitute School Crossing Guard has to be familiar with all of the six schools intersections that they may cover.

The School Crossing Guards work independently and in all weather conditions when the school is open in order to provide a safe crossing. They are on duty as the children head out of their homes to school and at the dismissal of the school day. The Neighborhood Patrol Officers and the Community Service Officers lend support to the School Crossing Guards with observation, traffic control and enforcement of the school zones.

In addition, the School Crossing Guard also observes their area for any suspicious people, activity, or children trouble, such as bullying, to provide a safe environment for children and their parents. If they observe traffic violations in their school zones, they can report them to the department and patrol officers can take enforcement action.

2014 VIPS Staff

Connie Mehan, Marilyn Bohren, Jason Lawrence, Ethel Pillman, Tom Riemann
Kristi Lawrence, Jeanne Pethan, VIPS Coordinator Penny Weber, Mary Ann Dickfoss

The goal of the Volunteers in Police Service (VIPS) is to enhance the capacity of law enforcement to provide services to the community.

The Department has nine volunteers, led by VIPS Coordinator Penny Weber, who provide a variety of support services. VIPS volunteers do not receive any compensation for their service.

Our VIPS staff provides assistance in the police records and court services area, as well as giving tours of the facility to community groups. They assisted the patrol division by serving 514 city subpoenas and collecting traffic data.

VIPS collects and sorts all drugs from the prescription drug drop off box. During 2014 they collected 1,452 pounds of prescription drugs and related items.

VIPS supports the detective division by doing civilian fingerprinting two afternoons each week and collecting data about retail theft. In 2014 they fingerprinted 157 individuals.

Our VIPS staff also acts as role players for training exercises and assists in Municipal Court by doing clerical work, and acting as a court monitor twice a month during evening court.

If you would like more information about the volunteers or would like to volunteer, please contact Penny Weber, Coordinator at 459-3338 or penny.weber@sheboyganwi.gov.

2014 Service Hours

Subpoena Service	460.50
Court Services - Clerical	302.50
Municipal Court -Clerical, Court Monitor	252.75
Prescription Drugs Sort	227.75
Neighborhoods, community groups	96.50
WI Data Collection	69.00
Records-Clerical	65.50
Community Policing Tasks	48.00
Fingerprints	46.25
Assessment Center assistance	25.75
Duplicate Internal Forms	16.75
Tours	16.75
Retail Theft Data Collections	15.25
Role Play for Training	13.25
Special Event Signs, Parade Monitor	11.75
Replenish Forms	8.75
Other	33.75
Coordinator	159.50
Total Volunteer Hours in 2014	1,870.25

Explorer Post 2881

The Sheboygan Law Enforcement Explorer Post had another great year in 2014 and we are very thankful for the department's support. After the annual "Open House" in October, the membership increased to 26 Explorers. The post is open to young men and women ages 14 (and completed the 8th grade) to 21 with an interest in learning more about careers in the field of Law Enforcement. These young adults are provided opportunities to see the work of law enforcement, first hand, and consider the many career options available.

The group is overseen by Sgt Kurt Zempel. Officer Alex Jaeger is the lead advisor and Officers Fickett, Stephen, Walloch, Wilson, and Knez are associate advisors. Brittany Zemba, a former Explorer of our post who works as a corrections officer at Kettle Moraine Correctional Facility, is an adult advisor who can provide unique experiences from her employment to the post. Vong Lao, a former explorer who turned 21 this year and is a graduate of Lakeshore Technical College's Criminal Justice Program, has rejoined our post as an adult advisor as well.

The Explorers are very appreciative of the guest speakers from the police department who have presented their special assignment/duties. These demonstrations/ presentations have sparked a great deal of career interest, helping our Explorers focus their career and educational goals.

The Post was able to participate in the 2014 Fox Valley Explorer Competition, competing against roughly 20 Explorer Posts from throughout the state of Wisconsin. Our practicing in traffic stops proved beneficial as the participants earned a 2nd place award.

This year, the post's advisors held a "cook-out" dinner at the Kiwanis Park shelter for the Explorers and their families. During the dinner, many of the Explorers received awards for their dedication, commitment, leadership, and skill. They were then able to demonstrate some of the skills they had learned including a mock traffic stop, handcuffing, and professional communication. This was very well received and will most likely be a yearly event.

The "group outing" this year was held at I-Combat in Waukesha. This is an indoor laser tag facility that has structures and rooms that provide realistic opportunities for participants to practice their room clearing, team building, communication, sound tactics, and weapon control. These scenarios proved difficult and very intense, but the group had a lot of fun with plans to make another trip there.

Community Engagement in 2014:

Bicycle Rodeo: The Explorers assisted Officer Fickett in the bicycle safety course for area youth. This provided them an opportunity to build upon their leadership and communication skills and there was a great turn out in 2014.

Independence Day Bike Corral / Information Booth: The Explorers led the police department's first ever Bicycle Corral program during the Independence Day festivities. This program promoted/encouraged the use of non-motorized transportation for attendees of the festivities at Deland Park as well as the South Pier area. The goal was to increase positive contacts and lower the amount of vehicular traffic in a congested area. Explorers maintained information booths and bicycle corrals for attendees to obtain information and have their bicycles kept secure while taking part in the day's events

Alzheimer's Walk: For several years now, Explorers from our post have been requested by the organizers of the Alzheimer's Walk that originates in Kohler and utilizes the Old Plank Road Trail that parallels State Highway 23. The Explorers assist with traffic control, parking, and providing direction to participants which provides them additional opportunities to build upon their communication skills.

Parade Duty: Explorers volunteer to prepare the holiday/event parade routes, placing "No Parking" signs along the route. Explorers assist the police department by barricading traffic routes and ensuring that traffic will not pass through the parade. The volunteers then assist in clearing the route of signage and barricades.

National Night Out Walk Against Crime: Explorers assist the Sheboygan Countywide Crime Stoppers in the annual neighborhood walk. This walk encourages community stakeholders to participate in drawing awareness for the need to unite as a community to combat and prevent crime. Explorers assisted in blocking traffic for participants, speaking with and greeting attendees, and one Explorer braved the heat dressed as McGruff the Crime Dog. Participation in this event built upon the Explorers' communication and leadership skills.

Explorer Post 2881 Vehicle Courtesy Check Program

2014 saw the implementation of a new project to help reduce crime in Sheboygan. The Sheboygan Police Department's vehicle courtesy check program, conducted with the help of the Sheboygan Law Enforcement Explorer Post, were intended to reinforce the simple steps vehicle owners can take to substantially reduce their chances of becoming a victim of theft. Law Enforcement Explorers inspected vehicles to look for obvious risk factors, such as unlocked doors and valuables in plain view, leaving a "report card" on all inspected vehicles letting owners know how they did. Neighborhood police officers would then follow up immediately with owners of failing vehicles to encourage them to correct the risk factors and hopefully prevent a crime from occurring.

So far, the program has conducted inspections six times -- twice in each of three neighborhoods which were identified as being "hotspots" for thefts from vehicles, one of the most preventable types of crime. Historical data shows that vehicle owners who leave valuables in sight inside an unlocked vehicle are far more likely to have their property stolen, but the opposite is true as well – removing valuables and locking vehicles significantly lowers the chance of a theft occurring.

In total, 869 vehicles were inspected, with hundreds of owners and residents contacted by officers and Explorers in the targeted neighborhoods to discuss crime prevention. The numbers of passing and failing vehicles were compared from the first and second rounds of inspections to see if risk factors for thefts from vehicles were impacted.

In the first round of inspections, more than 41% of vehicles received failing grades, due to factors ranging from cash or electronics sitting out in open vehicles or even keys in the ignition. During repeat inspections of the same "hotspot" neighborhoods, the rate of failing vehicles dropped dramatically, to less than 16%. That translates to more than a 50% reduction in failing vehicles for each of the three neighborhoods.

The Sheboygan Police Department plans to continue the vehicle check program as part of our strategy to engage with community members most impacted by crimes to work together toward greater improvements in crime reduction, prevention and security.

Community Outreach

National Night Out

National Night Out began in 1984, in an effort to promote police-community partnerships and send a message to criminals letting them know that neighborhoods are organized and fighting back. On August 5th, 204, over 37.8 million neighbors across 16,124 communities in celebration of National Night Out. In Sheboygan, there was music, food trucks, local law enforcement, Sheboygan Fire Department as well as many activities for the kids. This year's National Night Out features guest speakers were Chief Christopher Domagalski, Sheriff Todd Priebe, and Mayor Michael Vandersteen.

Bicycle Rodeo

The bicycle rodeo is a safety based program that focuses on handling skills and safe operation of a bicycle on city streets and sidewalks. The courses have been designed to target elementary school age children, but are open for any child from 6 to 14 years old.

Bicycle helmets were provided for children who do not have a helmet.

Making Spirits Bright

December 1, 2014, several employees and family members from the Sheboygan Police Department volunteered at the Making Spirits Bright Holiday Light Display at Evergreen Park. The light display is organized by the Sheboygan County Rotary Clubs as a food drive for the Sheboygan Food Bank. This year over 20,000 cars drove through the light display, and over 70,000 pounds of pantry items were collected for the Food Bank. Numerous volunteers were involved over the holiday season, and the Sheboygan Police Department was proud to be represented by the employees and their families willing to brave the cold for a great cause.

Law Enforcement Torch Run

Every June, officers and civilian staff from the Sheboygan Police Department join law enforcement agencies from across Wisconsin for the Law Enforcement Torch Run. Each volunteers his or her time to raise funds for Special Olympics, an organization which provides year-round sports opportunities for athletes eight years and older with intellectual disabilities. Volunteers ran, biked, or drove from the Sheboygan Police Department to Sheboygan Falls, Kohler, Plymouth and Elkhart Lake. From there, several volunteers made the trek to Stevens Point to join thousands of other law enforcement personnel and athletes from around Wisconsin in the annual Special Olympics state summer games.

Last year, Officer Dean Wendlandt again volunteered his time as head coach for the City of Sheboygan swim team. Our local athletes practiced hard for many weeks, which paid off when several were awarded medals at the state games- including some for 1st place! In addition, Officer Brian Krueger volunteered his time to organize the Sheboygan leg of the Torch Run, which brought together personnel from organizations throughout Sheboygan County to raise money for Special Olympics. Officer Dana Fischer has also participated in Special Olympics events throughout the year, including rappelling and volunteering in the "Over the Edge" events at Lambeau Field and Miller Park.

Christmas 2014

Lunch Buddies

Employees of the SPD often have the opportunity to act as mentors and role models for the youth of our community. Sometimes this occurs informally while working their regular assignments and sometimes formally through programs administered by the department or other agencies. A good example of this in action in 2014 was the participation by several of our employees in the Lunch Buddies Program sponsored by the Big Brothers Big Sisters of Sheboygan County.

Volunteers for this opportunity are screened by the Big Brothers Big Sisters. Then they are paired up with an elementary school child who may benefit from meeting with someone who can provide them with companionship and guidance. Mentors try to meet with the child they are paired with on a weekly basis. These interactions take place at our local elementary schools and can include activities like eating together, talking, playing games and forming a one-on-one relationship with the child.

Employees of the department are encouraged to participate in programs like the Lunch Buddies to help our cities' children who may be in need. According to Big Brothers Big Sisters some of the positive results for the child from these interactions are usually improved self-confidence, an increased ability to express feelings, improvements in decision making, and better school performance and attendance for the child.

Another benefit from these meetings for the community is increased access by other children and school faculty to our employees. This should result in increased security and safety in and around the elementary schools. Not only because of our presence, but also because it provides an opportunity for adults to express problems or concerns to us which leads to collaborative problem solving. Our personnel involved in this program find it to be a very rewarding experience and often they mentor more than one child over time.

Gateway Sheboygan Project

In 2010 the Sheboygan Police Department, the City Planning Department, the Common Council, Mayor, City Administrator, Sheboygan Neighborhood Pride and a group of committed residents and businesses in the Gateway Neighborhood partnered to transform and revitalize the Gateway Neighborhood. Along the way a neighborhood association was founded and additional partners were added; including Habitat for Humanity, US Bank and Kohler Co. All of us are committed to the goal of building livable and healthy communities.

In 2014 we began to see some of the hard work begin to sprout new life. We are thankful to our partners that worked with us to reduce crime in this neighborhood, as well as replace problem properties with new community friendly properties that will generate neighborhood well-being. We are also excited to work with the new families that will be calling this neighborhood their home. We are grateful that they have chosen to become stakeholders in this neighborhood. We look forward to working with them to increase the social capital and cohesion necessary for the neighborhood to thrive.

Sgt. Dave Anderson is pictured here with his lunch buddy.

A special program of Big Brothers Big Sisters

Officer Charlet Endsley and her lunch buddy share a smile.

Partnerships with Local Schools

During 2014 the Sheboygan Police Department again prioritized the goal of building greater community trust. In order to achieve this it was decided to prioritize activities that would increase the number of direct contacts that we have with our citizens, not during calls for service, in hopes to foster even greater collaboration. Another priority was to increase our interactions at local schools to enhance the security and safety in and around their buildings.

Officers who work during school hours have been attending public roll calls, walking through their neighborhoods, patrolling around the schools, providing security talks, participating in the Lunch Buddies Program, and working with school officials on various safety and educational projects. Here is an example of one officer's efforts to try and help us achieve these goals.

In the beginning of the 2013-2014 school year a public roll call was held at the Leadership Academy Charter School. This school is located in the Gateway Neighborhood which has been prioritized for revitalization by the City of Sheboygan. After this occurred, individual officers interacted with several different classrooms of students. This led to a discussion between the neighborhood officer Charlet Endsley and Principal Henseler about how the children could benefit from being around our officers on a more regular basis.

Since then, Officer Endsley has been meeting with each of the classrooms from the school once a month. Principal Henseler describes these interactions as "having a huge positive influence on the children". According to Henseler, "One third of the children at the school come from a poor socioeconomic status and for some of the students their only other interactions with law enforcement before this have not been positive experiences".

Officer Endsley's presentation topics have varied but many are related to safety and also the education of children about the profession of law enforcement. The SPD supports these types of activities because we hope to increase the chances that these children will be comfortable interacting with police officers and maybe even encourage some of them to consider pursuing a career in law enforcement. We would hope in the long term that some of these children will see the investment our officers make in our community and chose to make that same commitment here in Sheboygan in the future.

2014 Sheboygan Police Benevolent Association Service Awards

The Sheboygan Police Benevolent Association Awards Ceremony was held on Friday, March 14th, 2014 at Breaking Bread Banquet and Meeting Center. The Service Awards recipients were nominated by fellow officers, supervisors and civilian co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Detective Tamara Remington

Police Officer of the Year Awards:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.

Officer Charlet Endsley

Life Saving Awards:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.

Officer Dustin Fickett

Officer Todd Danen

Citizen's Distinguished Service Awards:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.

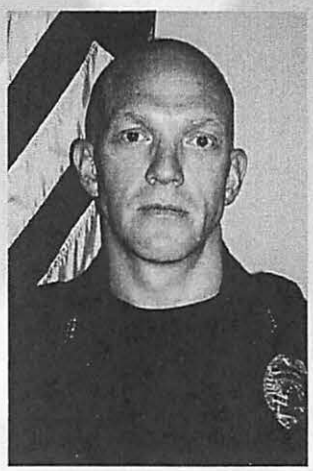
The Gateway Neighborhood Association

Meritorious Service Awards:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.

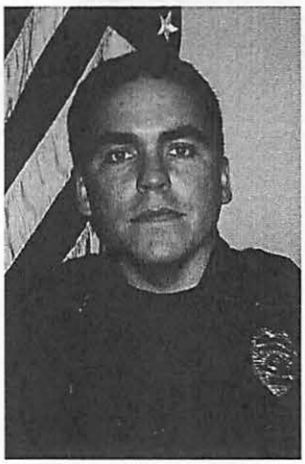
Captain Bob Wallace

Officer Brent Vreeke



Sgt. Shannon McKay

Officer Jason Pacey



Officer Steve Schnabel

Officer Matt Heimerl

Cassandra Wohlgemuth

Mary Danen

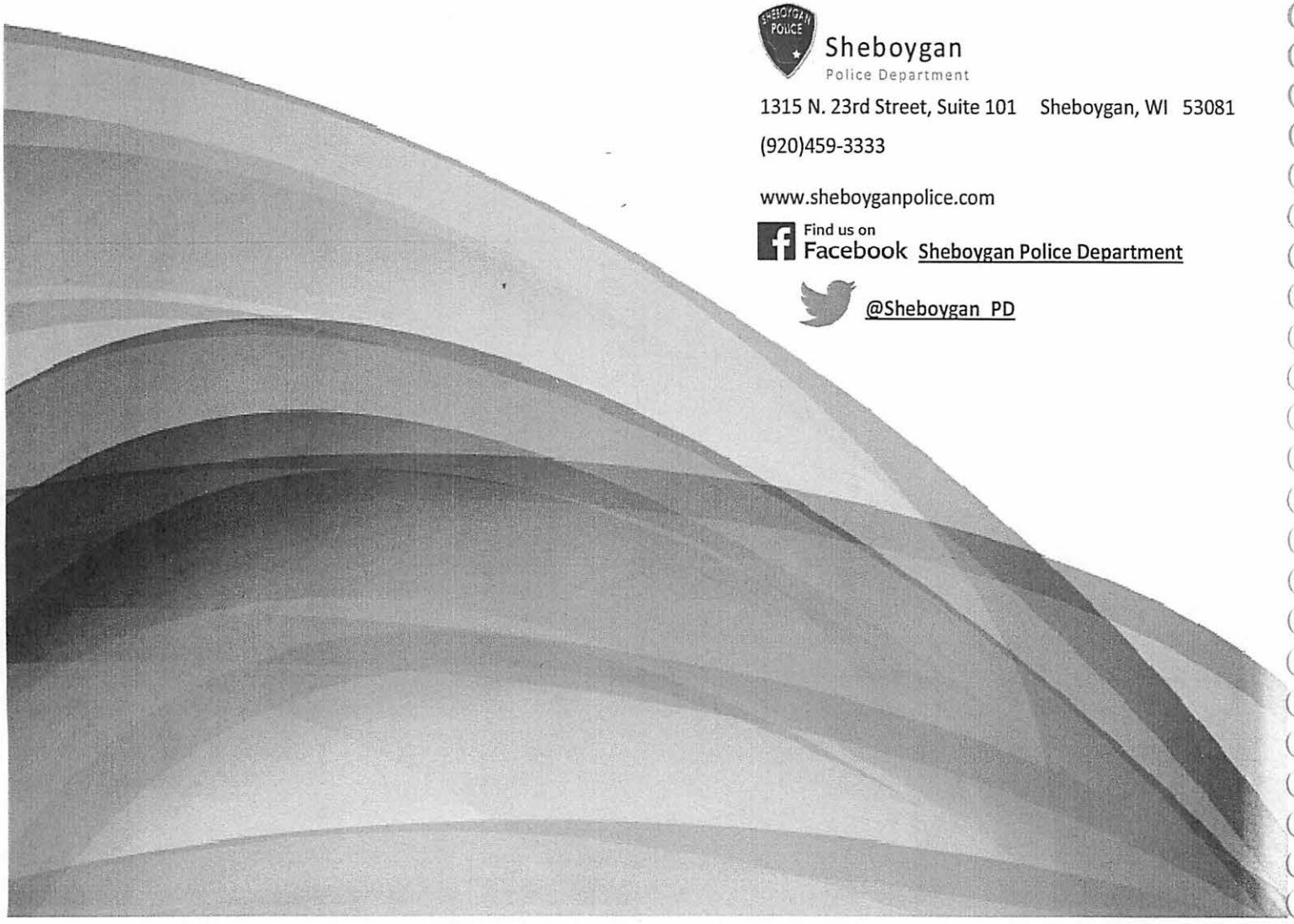
Civilian Employee of the Year Awards:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.

SPD ANNUAL REPORT 2014

The Sheboygan Police Department's 2014 Annual Report was produced by Paula Haelfrisch, Mary Danen and Cassandra Wohlgemuth.

Special thanks to all those who submitted information to make this report possible.



Sheboygan
Police Department

1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

(920)459-3333

www.sheboyganpolice.com

Find us on Facebook Sheboygan Police Department

@Sheboygan_PD

Meritorious Service Awards:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.

Captain Bob Wallace

Officer Brent Vreeke

Sgt. Shannon McKay

Officer Jason Pacey

Officer Steve Schnabel

Officer Matt Heimerl

Cassandra Wohlgemuth

Mary Danen

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VI

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

Your Committee to whom was referred R. O. No. 301-13-14 by the City Clerk submitting a Notice of Claim and Claim from Atty. Te Winkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City bus; recommends that the document be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.1

R. O. No. 301 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Claim and Claim from Atty. Te Winkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City Bus.

Susan Richards
City Clerk

Finance & Transit

4/8/15 file

L.S. Schraeder
3-11-14
#27-13

NOTICE OF CLAIM AND CLAIM

To: Sue Richards
City Clerk for the City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Pursuant to Wis. Stat. § 893.80, Coretta E. Munoz ("Munoz"), residing at 428 St. Clair Avenue, Apartment 2, Sheboygan, Wisconsin, by her attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan and the itemized Claim against the City of Sheboygan as follows:

1. Liability: On December 11, 2013, at between approximately 4:00 p.m. and 5:00 p.m., Munoz was traveling via the City of Sheboygan transit system. While a passenger, the bus came to an abrupt stop causing Munoz to come out of her seat and strike the metal arm rest. A substantial cause of the injury to Munoz was the negligent manner in which the bus driver acted. Upon information and belief, responsibility for the safe operation of the city buses is a responsibility of the City of Sheboygan.

2. Injuries and Damages: Munoz suffered serious injuries as a result of the accident. She suffered injury to her knee, hip, pelvis, neck and back requiring medical attention. Munoz continues to receive treatment for her injuries.

Medical expenses incurred from the date of the accident to February 24, 2014, are in the amount of $2,541.00. Munoz continues to incur medical expenses.

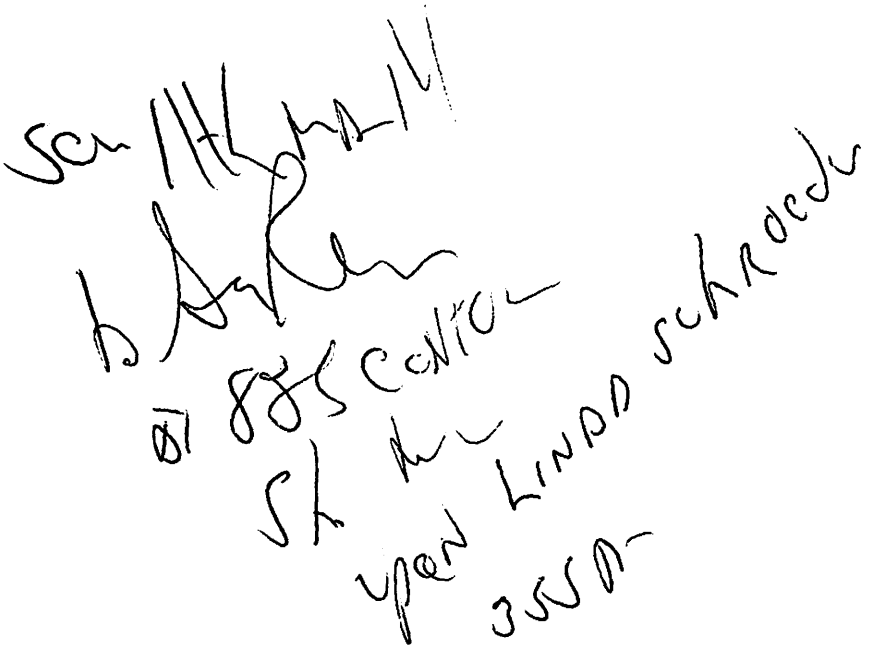
The claim for pain and suffering, bodily injury is for the amount of $50,000.00.

Dated this 10th day of March, 2014.

ROHDE DALES LLP

By _____
William P. Te Winkle
A Partner of the Firm
State Bar No. 01013259
Attorneys for the Claimant

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone (920) 458-5501
Facsimile (920) 458-5874



VII

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

Your Committee to whom was referred R. C. No. 350-13-14 and R. C. No. 351-13-14 by Finance submitting various claims to the City; recommends that the Reports of Committees be placed on file as all the claims have been acted upon.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

5.5

R. C. No. 350-13-14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

1. R. C. No. 447-12-13 by Finance who met and discussed the following:

acted on 7/7/14 →
- R. O. No. 74-12-13 by the City Clerk submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car

acted on 11/17/14 →
- R. O. No. 169-12-13 by the City Clerk submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr

acted on 1/5/15 →
- R. O. No. 224-12-13 by the City Clerk submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water at Kiwanis Park

acted on 1/19/15.
- R. O. No. 245-12-13 by the City Clerk submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel

recommends that the documents be referred to the Finance Committee of the new Common Council.

Finance new C.C. 4/8/15 - file

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.9

R. C. No. 447 - 12 - 13. By FINANCE. April 3, 2013.

Your Committee met and discussed the following:

X 1. R. O. No. 74-12-13 by City Clerk submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

RC 45-13-14 6-17-13

2. R. O. No. 130-12-13 by City Clerk submitting a Notice of Injury of Annalee Kruger, pursuant to Wis. Stats. Sec. 893.80(1) regarding alleged injuries when a School Bus failed to yield the right of way when making a left turn, striking Ms. Kruger.

X 3. R. O. No. 169-12-13 by City Clerk submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr.

RC 46-13-14 6/17/13

4. R. O. No. 199-12-13 by City Clerk submitting a communication from American Family Insurance regarding their insured Cheryl Escher and alleged damages done to her parked vehicle when it was struck by a City vehicle.

X 5. R. O. No. 224-12-13 by City Clerk submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

X 6. R. O. No. 245-12-13 by City Clerk submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

RC 47-13-14 6/17/13

7. R. O. No. 286-12-13 by City Clerk submitting a claim from Denise K. Roberts for alleged injuries sustained when she slipped on ice in front of the Police Department.

RC 55-13-14 7/15/13

8. R. O. No. 301-12-13 by City Clerk submitting a Notice of Circumstances giving rise to claim for damages pursuant to Sec. 893.80, Wis. Stats. to the Redevelopment Authority and the City of Sheboygan.

Finance off
next CC.

(4/14/14)

9. R. C. No. 393-11-12 by Special Committee on Risk Management Committee to whom was referred various documents;

recommends that the documents be referred to the Finance Committee of the new Common 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

VI

5.4

R. C. No. 351 - 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

acted on 4/8/15 file

- R. O. No. 171-13-14 by the City Clerk submitting a Notice of Circumstances of Claim for alleged injuries sustained by Kathleen Nickel as a result of falling on poorly maintained, cracked, uneven and broken sidewalk located near the corner of S. 15th St. and Illinois Ave.

acted on 5/19/14 deny

- R. O. No. 254-13-14 by the City Clerk submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup

acted on 7/7/14

- R. O. No. 255-13-14 by the City Clerk submitting a communication from State Farm Claims on behalf of their insured Murray and Penny Patz in reference to an alleged loss sustained by their insured on January 11, 2014

refer to new Council 4/8/15

- R. O. No 257-13-14 by the City Clerk submitting a communication from Atty. Sonnenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date

Withdrawn 7-10-14 LS Schneider file Finance 7/21/14

- R. O. No. 269-13-14 by the City Clerk submitting a claim from Appraisal Compliance Review, Inc./Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk plow hit their building

4/8/15 file

- R. O. No. 301-13-14 by the City Clerk submitting a Notice of Claim and Claim from Atty. TeWinkle on behalf of Coretta E. Munoz for alleged injuries sustained while riding a Sheboygan City bus

refer to new CC 4/8/15

- R. O. No. 302-13-14 by the City Clerk submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City bus (reference R. O. No. 257-13-14)

Finance to new CC acted on 5/19/14

- R. O. No. 307-13-14 by the City Clerk submitting a claim from The Claims Center LLC as a third party administrator for AT&T which has assigned their firm to investigate and resolve a claim for alleged damages to AT&T facilities at the N. 10th St. location

acted on 5/19/14

- R. O. No. 331-13-14 by the City Clerk submitting a claim from AT&T for alleged damages to an ~~AT&T~~ pole in the 1000 block of N. 10th St.

pay 4,592.40

4/8/15 - file

dated 05/19/14 deny refer to wagner Excel

- R. O. No. 332-13-14 by the City Clerk submitting a claim from Nicole Reynolds for alleged damages to her vehicle when City front-end loaders were removing snow and scratched from the front driver's side panel to the passenger door

recommends that the documents be referred to the Finance Committee of the new Common Council.

finance new C C

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

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

Your Committee to whom was referred Res. No. 177-14-15 by Alderperson Hammond authorizing City departments to participate in the CVMIC Risk Reduction Grant Program and designating the City's Program Coordinator; 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

6.4

Res. No. 177 - 14 - 15. By Alderperson Hammond. March 16, 2015.

A RESOLUTION authorizing City departments to participate in the CVMIC Risk Reduction Grant Program and designating the City's Program Coordinator.

WHEREAS, the City of Sheboygan is a large city member of Cities and Villages Mutual Insurance Company ("CVMIC"), which provides liability insurance to 46 cities and villages in Wisconsin through a risk-sharing pool; and

WHEREAS, CVMIC has established a Risk Reduction Grant Program designed to offer member municipalities a method for obtaining equipment, services and training materials to assist with the reduction of injuries and loss potential; and

WHEREAS, approved items will be reimbursed at 50% of the cost up to the City's allotted dollars available; and

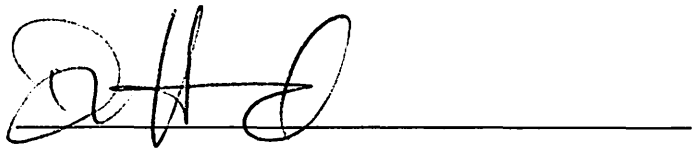
WHEREAS, under CVMIC's Risk Reduction Grant Program, Sheboygan's potential allotment is $10,000 per calendar year; and

WHEREAS, member municipalities are required to designate a Program Coordinator to manage all requests for funding by the City under the Program to best serve the needs of the City; and

Finance approved

WHEREAS, the City is desirous of participating in this Risk Reduction Grant Program.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan agrees to participate in CVMIC's Risk Reduction Grant Program, encourages departments to submit grant requests to the Program Coordinator, and hereby designates Fire Chief Mike Romas as Program Coordinator to manage all Program grant requests with CVMIC from City departments for reimbursement at 50% of the costs up to the City's annual allotment, for obtaining equipment, services and training materials to assist them with the reduction of injuries and loss potential.



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

AGREEMENT BETWEEN CITY OF SHEBOYGAN AND MAKING SPIRITS BRIGHT, INC. FOR USE OF EVERGREEN PARK AND QUARRYVIEW CENTER

THIS AGREEMENT, hereinafter referred to as the "Agreement," entered into this 20th day of April, 2015, by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin, hereinafter referred to as the "City", and Making Spirits Bright, Inc., a Wisconsin non-stock corporation with its principal office at 2730 North Street Sheboygan, Wisconsin.

RECITALS

(i) For almost 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, the organizations who address those concerns. The motto of *Service Above Self* is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.

(ii) The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.

(iii) The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.

(iv) The Sheboygan County Rotary Clubs have establishsed Making Spirits Bright, Inc. ("MSB") as a non-stock not for profit corporation for the purposes of developing, promoting, organizing, planning and staging the annual event.

(v) The Sheboygan County Rotary Clubs, through MBA, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.

(vi) The City is willing to grant such permission subject to certain terms and conditions.

(vii) The parties recognize and understand that Evergreen Park is also utilized in the wintertime for cross country skiing, and that a system of ski trails has been established for outdoor winter recreation for the public.

(ix) This Agreement is intended to authorize MSB to successfully set up, operate and take down their holiday light display while minimizing to the extent possible, impact upon cross country skiing in the park and the grooming of the ski trail system.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. City agrees to make Evergreen Park and the Quarryview Center available to MSB for its drive-through holiday light display, commencing mid-October 2015 to January 10, 2016 subject to the following:

(a) MSB shall indemnify and hold harmless the City from all claims, actions and suits brought against the City on account of any injuries or damages received or sustained by any party or parties by or from the MSB, its employees or agents, arising from the exercise of the rights and privileges granted herein or on account of any act or omission of the MSB or its employees or agents.

(b) MSB agrees to provide the City with a certificate of insurance in the amount of at least $2,000,000, naming the City as an additional insured.

(c) MSB agrees to reimburse the City for damages to the park and the Quarryview Center caused by or arising as a result of the use of said parks and park facilities under this Agreement.

(d) MSB agrees to strictly abide by all rules established by the Department of Public Works for its use of the parks.

(e) MSB agrees to work with the City Parks Department to provide room for groomed trails, as shown on

the attached map, during this agreement and agrees to have all ski trail areas in Evergreen Park available for grooming by January 11 of each year. Best efforts will also be made to allow for a 10 foot wide ski trail around the northwest, west and south sides of Area #4 parking lot after January 3rd.

6. This agreement shall be for an initial term commencing mid-October, 2015 and ending January 10, 2016, but shall automatically be renewed for a term commencing mid-October 2016 and ending January 10, 2017, and each such period thereafter unless notice is provided by either party hereto to the other by no later than May 31 of each year, but in no event shall this Agreement be automatically renewed beyond January 10, 2020.

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

MAKING SPIRITS BRIGHT, INC.

By: Geraldine A. Plehn

Date: 4-17-15

CITY OF SHEBOYGAN

By: Michael J. Vandersteen

Michael J. Vandersteen
Mayor

Date: 4-20-15

ATTEST:

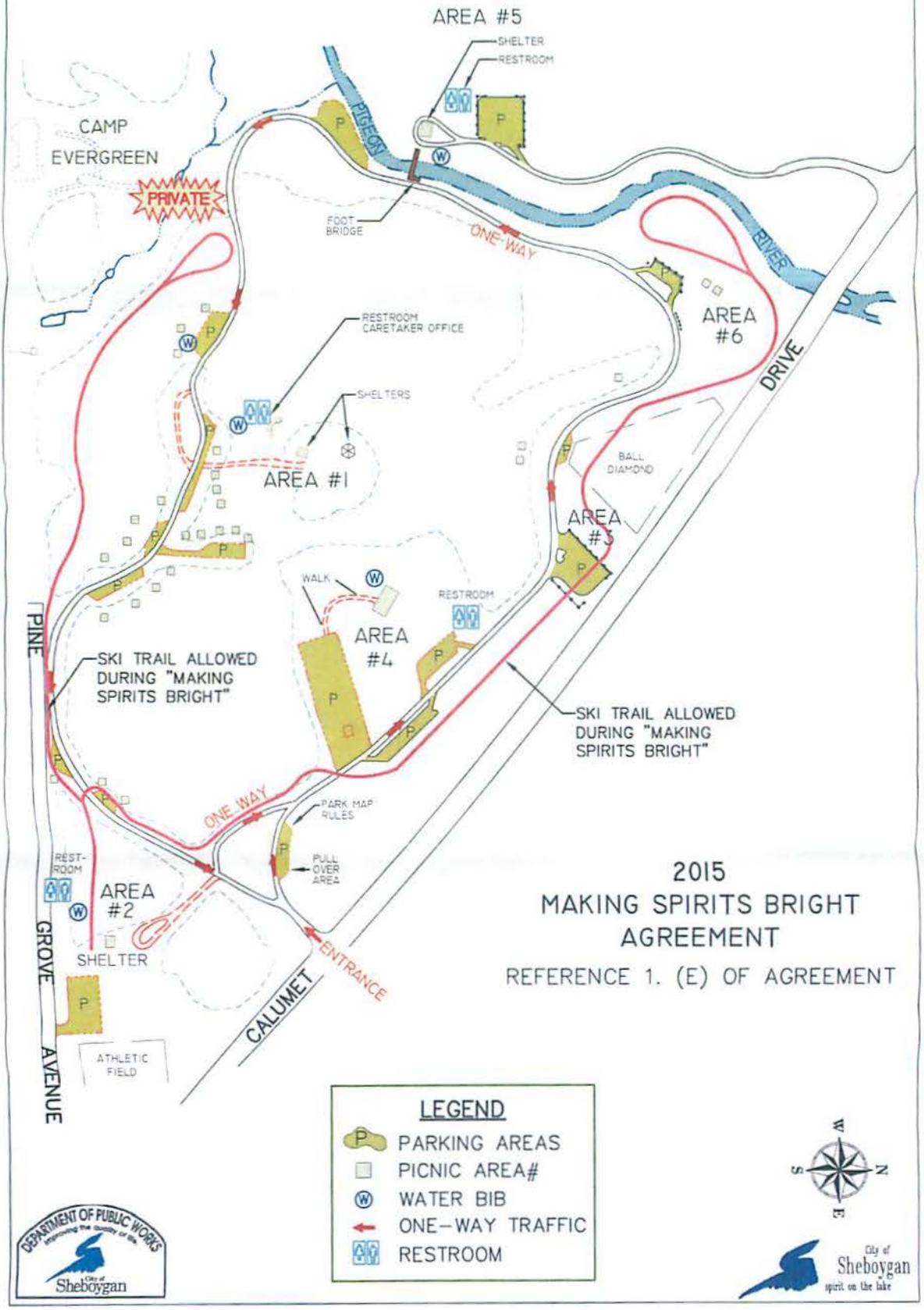
Susan Richards

Susan Richards
City Clerk

Date: 4/20/15

Agmt/MakingSpiritsBright/3-18-15

EVERGREEN PARK



2015
MAKING SPIRITS BRIGHT AGREEMENT

REFERENCE 1. (E) OF AGREEMENT

DEPARTMENT OF PUBLIC WORKS
improving the quality of life
City of Sheboygan

City of Sheboygan
spirit on the lake

DOCUMENT #5252

An agreement between City of Sheboygan and Making Spirits Bright, Inc. for use of Evergreen Park and Quarryview Center.

Res. No. 179-14-15.

April 20, 2015.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. April 8, 2015.

Your Committee to whom was referred Res. No. 179-14-15 by Alderperson Heidemann authorizing entering into an Agreement with Making Spirits Bright for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright Drive Through Holiday Lights Display; recommends that the Resolution be passed and to approve the attached agreement.

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

6.6

Res. No. 179 - 14 - 15. By Alderperson Heidemann. March 16, 2015.

A RESOLUTION authorizing entering into an Agreement with Making Spirits Bright for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright Drive Through Holiday Lights Display.

WHEREAS, for almost 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, the organizations who address those concerns. The motto of *Service Above Self* is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers; and

WHEREAS, the primary goal of Making Spirits Bright is to provide a family fun event during the holiday season. They are partnering with the Sheboygan County Food Bank by asking all who attend this event to bring pantry items as their admission to the park; and

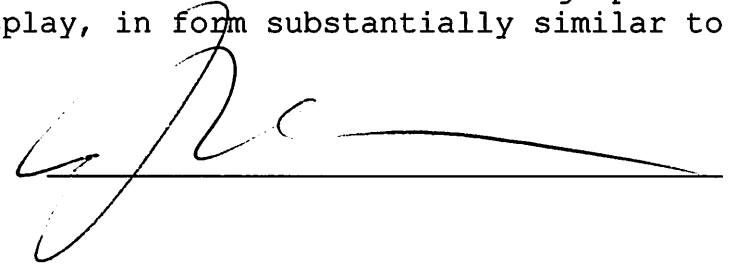
WHEREAS, each year the goal is to increase the number of lights, displays, and enjoyment; and

WHEREAS, the Sheboygan Rotary Clubs are requesting use of Evergreen Park and the Quarryview Center for specified periods of time for the annual Making Spirits Bright Drive Through Holiday Light Display and requesting that the parks be closed to other vehicular traffic to ensure the safety of the event; and

WHEREAS, the Common Council is willing to grant the request on the terms and conditions contained in the attached Agreement.

Pub. Wks. approve.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into an Agreement with Making Spirits Bright for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright Drive Through Holiday Light Display, in form substantially similar to the attached.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT BETWEEN CITY OF SHEBOYGAN AND MAKING SPIRITS BRIGHT, INC. FOR USE OF EVERGREEN PARK AND QUARRYVIEW CENTER

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(ii) The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.

(iii) The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.

(iv) The Sheboygan County Rotary Clubs have establishsed Making Spirits Bright, Inc. ("MSB") as a non-stock not for profit corporation for the purposes of developing, promoting, organizing, planning and staging the annual event.

(v) The Sheboygan County Rotary Clubs, through MBA, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.

(vi) The City is willing to grant such permission subject to certain terms and conditions.

(vii) The parties recognize and understand that Evergreen Park is also utilized in the wintertime for cross country skiing, and that a system of ski trails has been established for outdoor winter recreation for the public.

(ix) This Agreement is intended to authorize MSB to successfully set up, operate and take down their holiday light display while minimizing to the extent possible, impact upon cross country skiing in the park and the grooming of the ski trail system.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. City agrees to make Evergreen Park and the Quarryview Center available to MSB for its drive-through holiday light display, commencing mid-October 2015 to January 10, 2016 subject to the following:

(a) MSB shall indemnify and hold harmless the City from all claims, actions and suits brought against the City on account of any injuries or damages received or sustained by any party or parties by or from the MSB, its employees or agents, arising from the exercise of the rights and privileges granted herein or on account of any act or omission of the MSB or its employees or agents.

(b) MSB agrees to provide the City with a certificate of insurance in the amount of at least $2,000,000, naming the City as an additional insured.

(c) MSB agrees to reimburse the City for damages to the park and the Quarryview Center caused by or arising as a result of the use of said parks and park facilities under this Agreement.

(d) MSB agrees to strictly abide by all rules established by the Department of Public Works for its use of the parks.

(e) MSB agrees to work with the City Parks Department to provide room for groomed trails, as shown on

the attached map, during this agreement and agrees to have all ski trail areas in Evergreen Park available for grooming by January 11 of each year. Best efforts will also be made to allow for a 10 foot wide ski trail around the northwest, west and south sides of Area #4 parking lot after January 3rd.

6. This agreement shall be for an initial term commencing mid-October, 2015 and ending January 10, 2016, but shall automatically be renewed for a term commencing mid-October 2016 and ending January 10, 2017, and each such period thereafter unless notice is provided by either party hereto to the other by no later than May 31 of each year, but in no event shall this Agreement be automatically renewed beyond January 10, 2020.

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

MAKING SPIRITS BRIGHT, INC.

By: _____

Date: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Date: _____

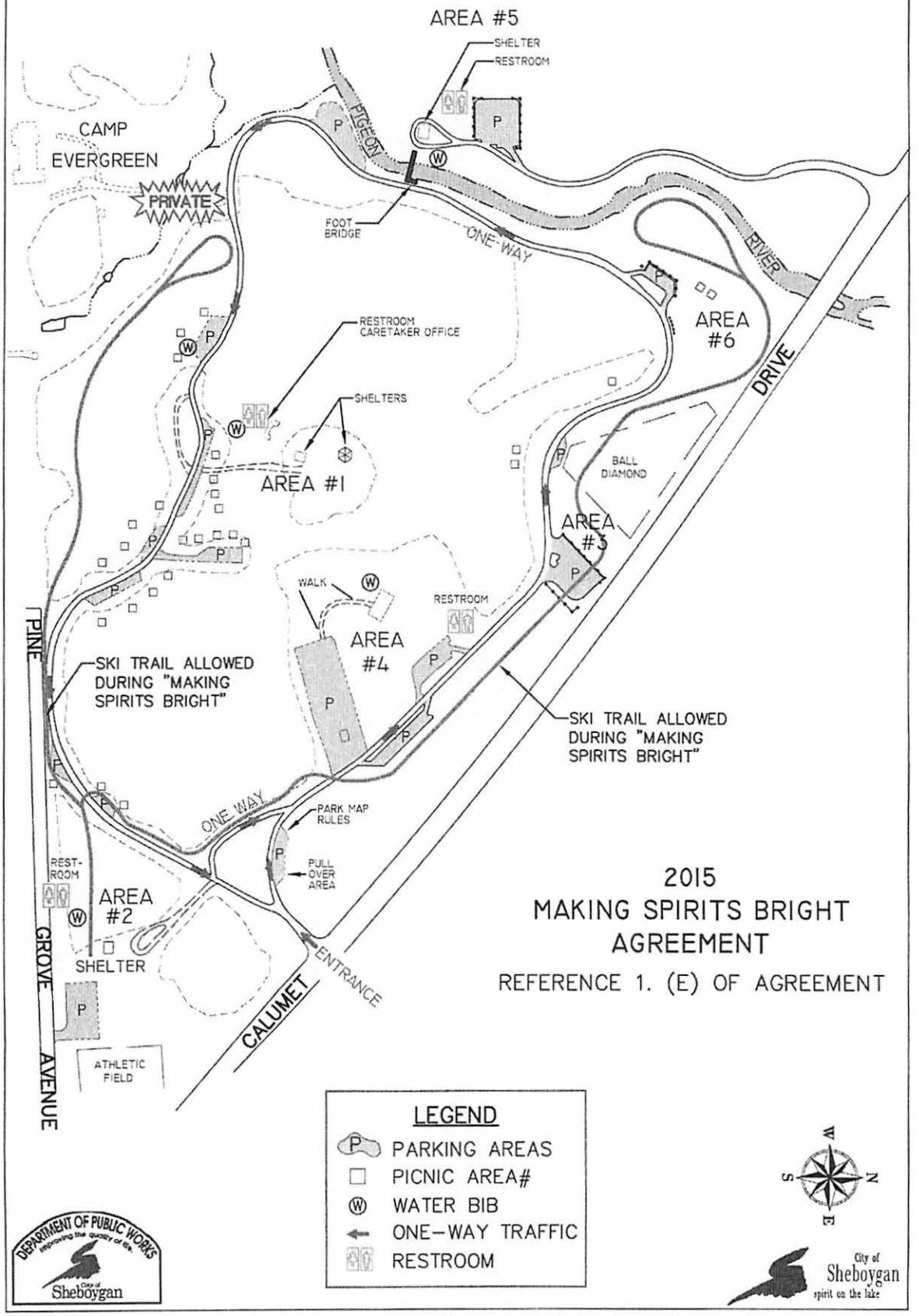
ATTEST:

_____
Susan Richards
City Clerk

Date: _____

Agmt/MakingSpiritsBright/3-18-15

EVERGREEN PARK



2015
MAKING SPIRITS BRIGHT AGREEMENT

REFERENCE 1. (E) OF AGREEMENT

LEGEND

- P — PARKING AREAS
- □ — PICNIC AREA#
- Ⓦ — WATER BIB
- ← — ONE-WAY TRAFFIC
- RESTROOM

DEPARTMENT OF PUBLIC WORKS
Improving the quality of life
City of Sheboygan

City of Sheboygan
spirit on the lake

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. April 8, 2015.

Your Committee to whom was referred Res. No. 180-14-15 by Alderperson Heidemann authorizing executing a contract between the City of Sheboygan and Moss and Associates for real estate consulting services for the STH 42 (Calumet Drive from N. 26th St. to Main Ave.) DOT project 4630-05-00/71; 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

6.7

Res. No. 180 - 14 - 15. By Alderperson Heidemann. March 16, 2015.

A RESOLUTION authorizing the appropriate City Officials to execute a contract between the City of Sheboygan and Moss and Associates in the amount of $29,800.00 for real estate consulting services for the STH 42 (Calumet Drive from N. 26th Street to Main Avenue) DOT project ID 4630-05-00/71. The account number for funding is 47333140-631200.

RESOLVED: That the appropriate City Officials execute a contract between the City of Sheboygan and Moss and Associates in the amount of $29,800.00 for the STH 42 (Calumet Drive from N. 26th Street to Main Avenue) DOT Project ID 4630-05-00/71. The account number for funding is 47333140-631200.

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

VIII

R. C. No. ___ - 14 - 15. By PUBLIC WORKS. April 8, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 276-14-15 by the Purchasing Agent submitting bids for the purchase of Zero-Turn Mowers and accessories; and

2. Res. No. 181-14-15 by Alderperson Heidemann authorizing purchasing Zero Turn mowing equipment for the Motor Vehicle Department;

recommends that the Report of Officer be accepted and filed 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

10.2

Res. No. 181 - 14 - 15. By Alderperson Heidemann. March 16, 2015.

A RESOLUTION authorizing the Purchasing Agent to purchase replacement zero turn mowing equipment for the Motor Vehicle Department.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Valu-Pro Power Center Inc. of Reedsville WI for the purchase of (2) 2015 Model Hustler X-One mowers and (1) 2015 Model Hustler Super Z with Bac-Pack and Hyper Drive at a total cost of $29,635.00 in accordance with City of Sheboygan Request For Bids #1802-15.

BE IT FURTHER RESOLVEDL That the existing equipment replaced by this purchase will be sold at auction following decommissioning with the proceeds to be returned to the Motor Vehicle Fund.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Fund Account #70136100-641200 Light Equipment in payment of same.

Pub. Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

10.1

R. O. No. 276- 14 - 15. By PURCHASING AGENT. March 16, 2015.

Submitting an evaluation of Request for Bid #1802-15 for the purchase of (2) Excel Hustler Model "X-One" Zero Turn Mower(s) and Accessories and (1) Excel Hustler Model "Super Z" with Back Pack and accessories.

BIDDER	DELIVERED PRICE
Gibbsville Implement, Waldo WI	$ 30,697.00
Valu-Pro Power Center, Reedsville	$ 29,635.00
Neu's Building Center, Menomonee Falls	$ 31,207.00
Weyers Equipment, Kaukauna	$ 31,543.00

The equipment offered by Valu-Pro Power Center meets all of the specifications.

It is therefore recommended that the Purchasing Agent be authorized to enter into contract with Valu-Pro Power Center of Reedsville for the purchase of the three pieces of equipment and accessories.

Respectfully submitted,

Bernard R. Rammer

Pub Utes approve.

II

R. O. No. ___ - 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

Director of Planning and Development

X

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

II

R. O. No. ____ - 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 20th

Director of Planning and Development

X

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.

John Berg

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. ___ - 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

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) 1-24-15 TUESDAY OR EARLY 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 11TH 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)

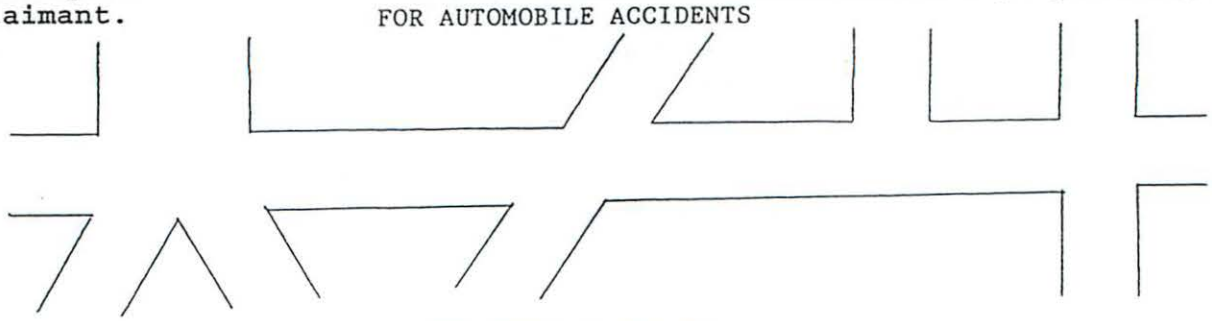
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

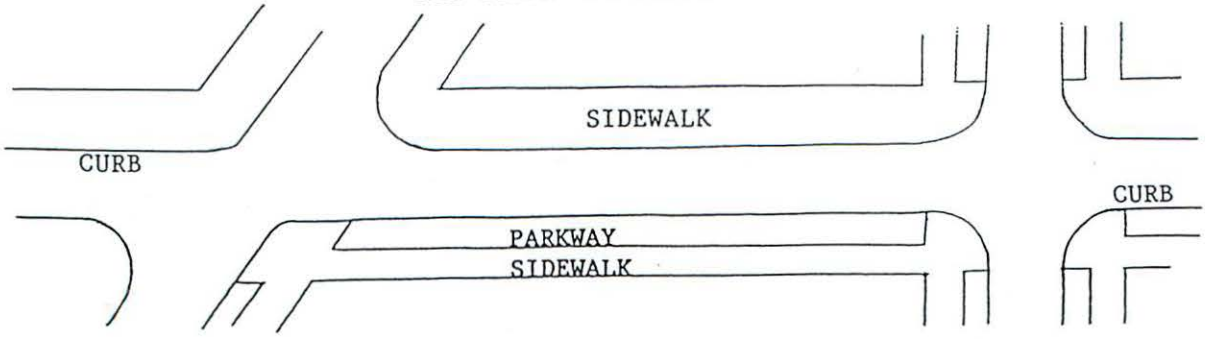
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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 Mods Date: 3-25-15

DATE RECEIVED 3-25-15

RECEIVED BY MD

CLAIM NO. 32-14

CLAIM

Claimant's Name: Donna Modiz

Claimant's Address: 1119 Florida Avenue
Sheboygan, WI 53081

Claimant's Phone No. 920-452-1119

Auto	$
Property	$ 1727.94
Personal Injury	$
Other (Specify below) Plumber	$ 505.82
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.)

reed upon scope of work.

	$130
s Hours	$195
business hours	$1.65 per SF
siness hours	$2.15 per SF
iness hours	$1.80 per SF
ess hours	$2.35 per SF
	$ .45 per SF
	$75 min. charge or $ .21 per square foot
	$30 per day
	$36 per day
	$74 per day
	$115 per day
	$55 per day
	$78 per day
	$25 per person per day
	$175.00 min. charge
ation and take down	$46 per hour
nergency	$69 per hour
	$ 300.00 min. charge
	$300 per day
	$600 per day

PD. $1000 Cash

2-26-15

Eric Hirzfeldt

X

X Recoveron Restoration

12 AM

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 Kane

(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.

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:

Part 3/9/15
MaryCallahan

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

www.recoveron.com

Subtotal	$727.94
Sales Tax (5.5%)	$0.00
Payments/Credits	$0.00
Balance Due	**$727.94**

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	Home:	(920) 452-1119
Property:	1119 Florida Ave Sheboygan, WI 53081		
Operator:	MJOHNSTO		
Estimator:	Eric Herzfeldt	Business:	(920) 371-2118
		E-mail:	eherzfeldt@recoveron.com
Reference:		Business:	(920) 469-3473
Company:	Recoveron		
Business:	2045 Bellevue Street Green Bay, WI 54311		
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

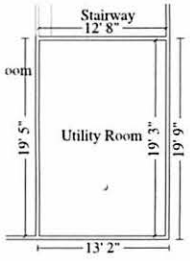
Main Level

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



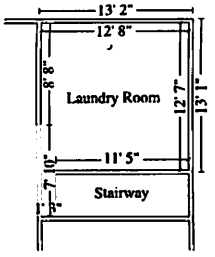
Utility Room **Height: 8'**

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 — 7' 10" X 6' 8" — Opens into RECREATION_R

Missing Wall — 3' 8" X 8' — 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
Totals: Laundry Room				0.33	204.17
Total: Main Level				**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
Totals: Service				0.00	240.81
Line Item Totals: ROWE_PAT				**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		

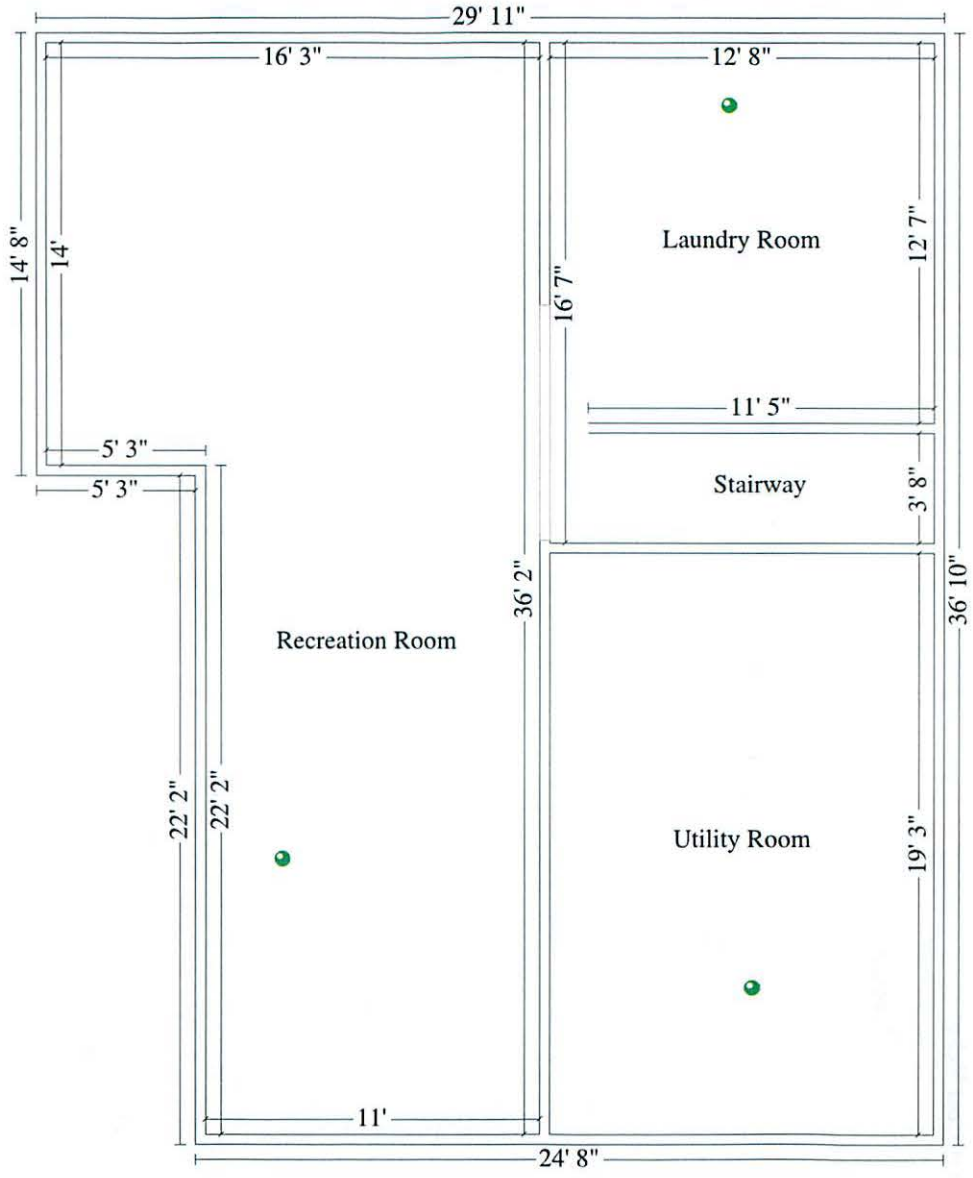
Recoveron

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
Replacement Cost Value	**$1,727.94**
Net Claim	**$1,727.94**

Eric Herzfeldt


29' 11"
16' 3"
12' 8"
14' 8"
14'
16' 7"
12' 7"
Laundry Room
11' 5"
5' 3"
5' 3"
Stairway
3' 8"
36' 2"
36' 10"
Recreation Room
22' 2"
22' 2"
Utility Room
19' 3"
11'
24' 8"
N

Main Level

AMERICAN FAMILY INSURANCE

Scanning Center | 6000 American Pkwy | Madison WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

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 012742
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 workin

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
Parts					
1.00		4" BRASS C.O. PLUG		18.05	18.05
				SubTotal	18.05
Labor					
1:30	PFJO	6177S	Labor	99.45	149.18
1:00	PFJO	8236S	Labor	99.45	99.45
				SubTotal	248.63
Other Charges					
		HARPERS PUMPING		215.05	215.05
				SubTotal	215.05

Invoice Subtotal	481.73
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

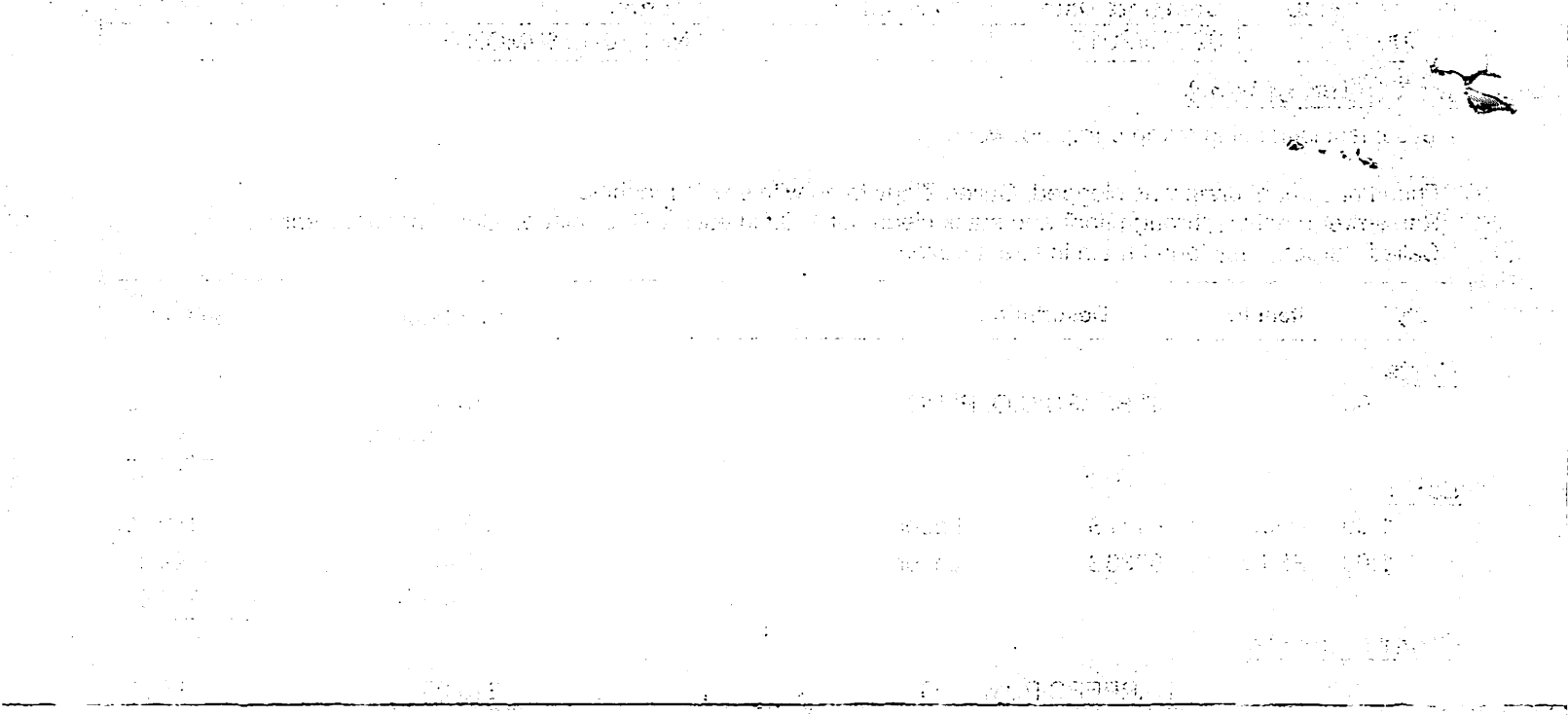
Basement is flooding sump pump not working

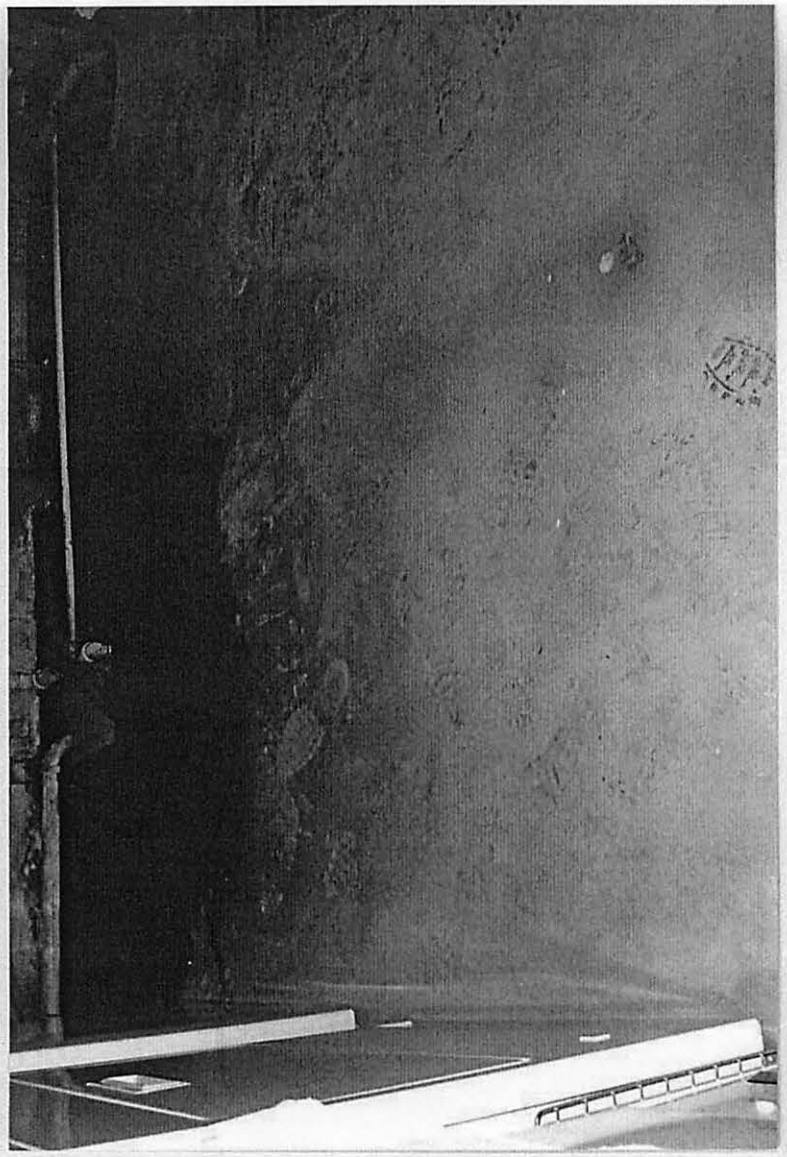
Found basement drain was clogged. Called Ziggy to go with sewer machine.
Ran sewer machine through floor and stack clean out 100ft in each with 3" blade. Could not get cleared.
Called Harper, they found main in street frozen.

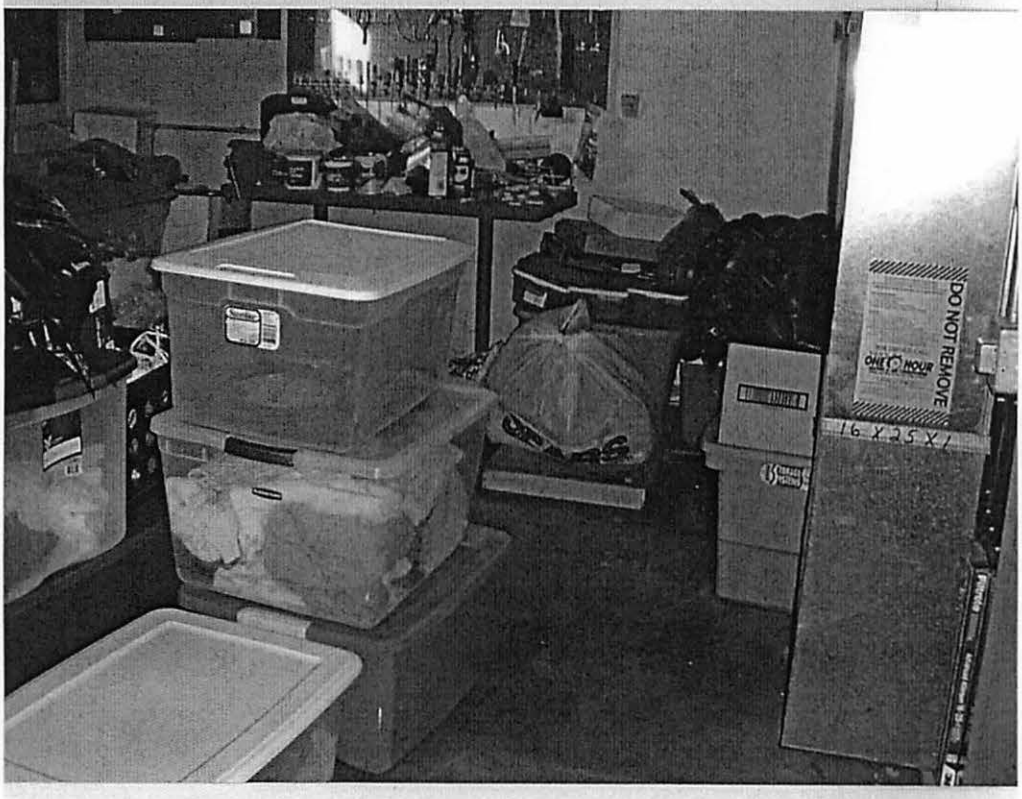
Qty	Item ID	Description		Unit Price	Amount
Parts					
1.00		4" BRASS C.O. PLUG		18.05	18.05
				SubTotal	18.05
Labor					
1:30	PFJO	6177S	Labor	99.45	149.18
1:00	PFJO	8236S	Labor	99.45	99.45
				SubTotal	248.63
Other Charges					
		HARPERS PUMPING		215.05	215.05
				SubTotal	215.05

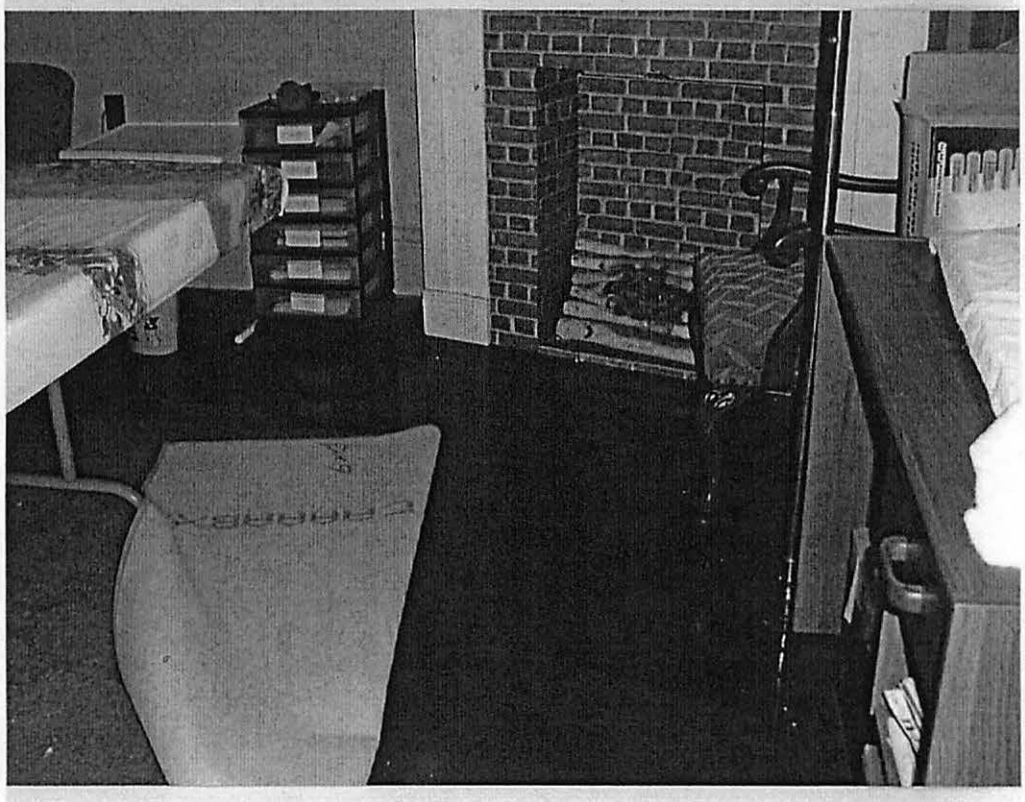
3-20-15
$505.82
#5508

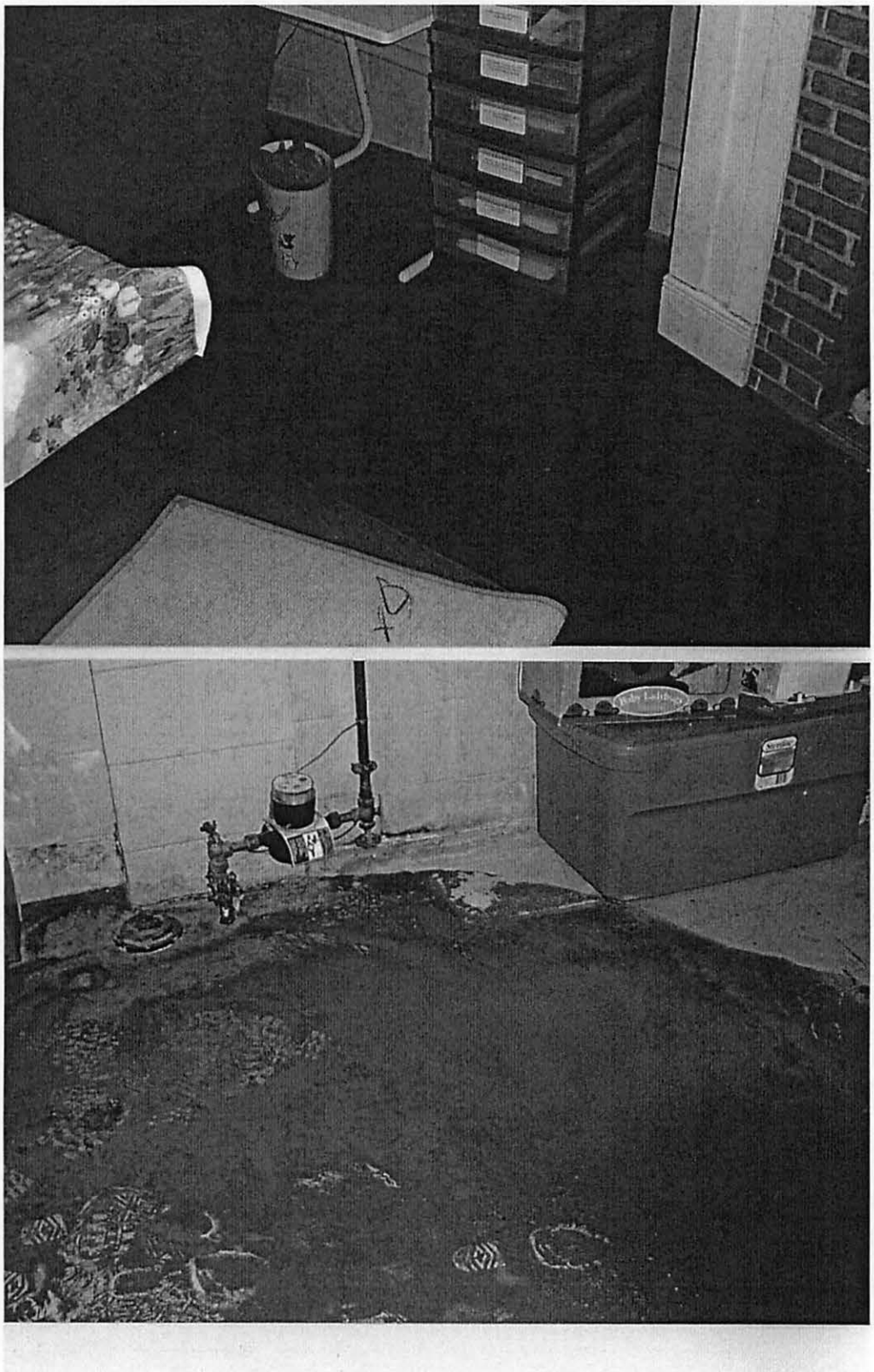
Invoice Subtotal	**481.73**
Sales Tax	**24.09**
Invoice Total	**505.82**
Payment Received	**0.00**
Balance Due	**$505.82**






DO NOT REMOVE
ONE HOUR
16X25X1





II

R. O. No. ____ - 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.

Susan Richards
City Clerk

2

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. 10th St., Sheboygan, WI 53081		
What:	72nd 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

II

R. O. No. ___ - 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.

Susan Richards
City Clerk

Finance

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

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

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

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

CLERK CIRCUIT COURT FILED
2015 MAR 19 P 2:44
SHEBOYGAN COUNTY, WISCONSIN

Served by Deputy Sheriff Juettner
on the City of Sheboygan Development Dept.
in Sheboygan, WI
on 3-24-15
at 3:00p

SUMMONS

THE STATE OF WISCONSIN

To each person named above as Defendant:

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

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

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

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

And to plaintiff's attorneys, whose address is:

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

You may have an attorney help or represent you.

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

Dated: March 9, 2015

Cord J. Harris

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

STATE OF WISCONSIN | CIRCUIT COURT CIVIL DIVISION | SHEBOYGAN COUNTY

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

Vs.

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

COMPLAINT
Case No. 15CV0142

Case Code No. 30404

CLERK CIRCUIT COURT
FILED
2015 JAN 10 P 2:44
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 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

II

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

Submitting a communication from Christopher Fitzpatrick requesting a waiver from the Sex Offender Residency restrictions in order to live at 420 Huron Ave.

Susan Richards
City Clerk

PP&S

CITY OF SHEBOYGAN

MAR 23 '15 PM 4:24

PUBLIC PROTECTION AND SAFETY COMMITTEE

APPLICATION FOR WAIVER OF SEXUAL OFFENDER RESIDENCY RESTRICTIONS

This application is pursuant to Section 70-265 of Sheboygan Municipal Code. Consistent with the policies set forth in Wisconsin Statute sections 938.299 and 938.78 mandating confidentiality, appeals involving juvenile offenders or offenses will be held in closed session, unless otherwise noted.

IMPORTANT: THIS APPLICATION SHOULD BE TYPED OR PRINTED IN BLOCK LETTERS IN BLACK INK.

DATE: 3-23-15

NAME: Christopher Fitzpatrick

DATE OF BIRTH: 8-23-77

CURRENT ADDRESS: 1125 N. 14th st.

EMPLOYER: Watry Ind.

ADDRESS OF EMPLOYER: Lakeshore Dr.

HIGHEST LEVEL OF EDUCATION COMPLETED: Highschool Graduate

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU

(Do not list names): Live in TLP · People come + go all the time. I don't become Friends with them - so I don't know there ages.

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: 420 Huron Ave,

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO

(Do not list names): Just me.

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES:

312 Commerce st. Cedar Grove. WI.

123 main st. cedar Grove, WI

1125 N. 14th st. sheboygan WI.

Kettle moraine Correctional Institution.

III

Res No. ____ - 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 8th Street and advertising for the downtown trolley bus:

FROM	TO	AMOUNT
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

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.

Susan Richards
City Clerk

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

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. 14th 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. 17th St.
0682	Bosman, Alyne M.	W3847 County Rd N., Sheb. Falls
0683	Brown, Amanda R.	1328 S. 9th 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. 3rd St.
0681	Mesun, Nicole M.	2509 Henry St.
0673	Reichardt, Jamie L.	2031 Cooper Ave.
0674	Sheldon, Robin C.	2225 Wedemeyer St.

TAXICAB DRIVER LICENSE (December 31, 2015)

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

VI

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

Your Committee to whom was referred R. O. No. 257-13-14 by the City Clerk submitting a communication from Atty. Sonnenburg advising the City that he has been retained by James Juester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date; recommends that the document be referred to the new Common Council.

refer to 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

3.12

R. O. No. 257 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from Atty. Wm. Sonnenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date.

Susan Richards
City Clerk

Finance

4/8/15
refer to New Council

Claim #16-13
LS Schroeder

SONNENBURG & ZELPE
ATTORNEYS AT LAW
601 CENTER AVENUE
SHEBOYGAN, WISCONSIN 53081

WM. K. SONNENBURG
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222
FACSIMILE: (920) 458-3840
SONNENBURGANDZELPE@JUNO.COM

January 21, 2014

Transit Mutual Insurance
c/o City Clerk
Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081

Re; Our Client: James Kuester
DOA: 12/23/13
Claim No. SHE 201054

Please be advised that we have been retained by and represent James Kuester, 2224 N. 24th Street, Sheboygan, WI 53081, for injuries that he sustained as the result of the negligence of driver of a City Transit Bus which occurred on December 23, 2013.

We will be presenting a claim at a future date.

Kindly forward this communication to your insurance carrier, Transit Mutual Insurance Company so that they may communicate with us.

Thank you.

Sincerely,

Wm. K. Sonnenburg

Wm. K. Sonnenburg
WKS:ms
CC: James Kuester

VI

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

Your Committee to whom was referred R. O. No. 302-13-14 by the City Clerk submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus (reference R. O. No. 257-13-14); recommends that the document be referred to the new Common Council.

refer to 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

4.2

R. O. No. 302 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus. (Reference R. O. No. 257-13-14).

Susan Richards
City Clerk

Finance & Transit

refer to New Council 4/8/15

LS Schroeder
16-13

SONNENBURG & ZELPE
ATTORNEYS AT LAW
601 CENTER AVENUE
SHEBOYGAN, WISCONSIN 53081

WM. K. SONNENBURG
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222
FACSIMILE: (920) 458-3840
SONNENBURGANDZELPE@JUNO.COM

March 7, 2014

City Clerk
City of Sheboygan
City Hall 828 Center Avenue
Sheboygan, WI 53081

Re: Injury to James J. Kuester, Sr 12/23/2013

Dear Clerk:

Enclosed please find a Notice of Injury and Claim being made on behalf of our client.

James S. Kuester, Sr.

Kindly file this Notice of Injury and Claim for Damages.

Thank you.

Sincerely,

Wm. K. Sonnenburg
WKS:ms
Encl.

NOTICE OF INURY

AND

CLAIM FOR DAMAGES

TO:

THE CITY OF SHEBOYGAN

CARE OF THE CITY CLERK

FOR THE CITY OF SHEBOYGAN, WISCONSIN

PLEASE TAKE NOTICE:

That we represent James J. Kuester, Sr.2322 N. 24th Street, Sheboygan, Wisconsin who sustained injuries as the result of a City Bus driving through a red light at the intersection of N.15th Street and Geele Avenue, on December 23, 2013, of which the City of Sheboygan had actual notice through the City of Sheboygan Police Department on the above – captioned date.

CLAIM FOR DAMAGES

Please be advised that said James J. Kuester, Sr, sustaind several injuries to his body involving his legs, a cut to his upper lip, ribs, and loss of hearing as the result of the injuries, some of which are permanent, both to his left leg and his loss of normal hearing.

That he sustained medical expenses including the Sheboygan Fire Department, St. Nicholas Hospital, Dr. Charles Schleevogt, Dr. Howard J Kroft, and various medication for pain to his legs and ribs. Due to a previous blood condition, he had discoloration to his legs with pain for a period of two months and continues to have continual monitoring of his blood condition. He has a permanent swelling and a hardened portion of his left

knee. In addition, he has permanent loss of hearing in both ears.

The claim for the above is One Hundred Thousand Dollars ($100,000.00)

Hereby submitted:

Sonnenburg & Zelpe
Attorneys at Law
601 Center Avenue
Sheboygan, WI 53081

Wm K. Sonnenburg

Attorney Wm. K. Sonnenburg

VI

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

Your Committee to whom was referred R. O. No. 10-14-15 by the City Clerk submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10th St. and Grand Ave. and tripped on an uneven section of the crosswalk; recommends referral to the new Common Council.

refer to 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

3.3

R. O. No. 10 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Judith A. Grimm for alleged injuries when she was crossing in the crosswalk at 10th St. and Grand Ave. and tripped on uneven section of the crosswalk.

Susan Richards
City Clerk

Insert
new CC

DATE RECEIVED 4-10-14 RECEIVED BY LS Schneider

CLAIM NO. 2-14

APR 10'14 AM11:01

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Judith A. Grimm
2. Home address of Claimant: 1126 North Ave, Sheboygan, WI 53083
3. Home phone number: 920-457-5459
4. Business address and phone number of Claimant: 459-4441 ext. 72204
5. When did damage or injury occur? (date, time of day) Sunday, 3/30/14 afternoon
6. Where did damage or injury occur? (give full description) 10th & Grand Ave. Sheboygan - Southeast crosswalk on corner
7. How did damage or injury occur? (give full description) I took a couple steps into the crosswalk, happened to look up a moment, because a young couple with a little girl were on the opposite corner of the crosswalk. I didn't know if they were going to cross the street within the crosswalk. Just as I looked up I fell down, very hard on my knees, hands/wrists knees and left shoulder. I couldn't get up. The lady ran over to help me and kept asking if I was okay. (page 2
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: N/A

   (b) Claimant's statement of the basis of such liability: Crosswalks should be safe to walk within.

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

   (a) Public property alleged to be dangerous: Within the walkway in Southeast crosswalk at 10th & Grand Ave

   (b) Claimant's statement of basis for such liability: the street seam has raised greatly inside the crosswalk.

(1) →

7. Cont' I wasn't sure if I was okay; I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home OK. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor. My knees are black and blue as wells as my hands/wrists.

my main concern is if there may be damage to my knees/cartilidge as time goes on. I've had no problems with my knees, arms or shoulders in the past.

7. Cont' I wasn't sure if I was okay, I hurt a lot, but she was able to pull me up. After I stood a while, I knew I didn't break anything. I told her I could walk back home ok. It hurt walking; my knees, wrists and shoulder hurt. As soon as I got home I took cold gel compresses from the freezer and placed on my knees, wrists/hands and left shoulder. I did not go to the doctor. My knees are black and blue as wells as my hands/wrists.

My main concern is if there may be damage to my knees/cartilidge as time goes on. I've had no problems with my knees, arms or shoulders in the past.

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

See #7 and back of pg. 1
Sore Knees, wrists, left Shoulder

11. Name and address of any other person injured: N/A

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

Auto: $ N/A

Property: $ N/A

Personal injury: $ Unknown at this time

Other: (Specify below $

TOTAL $

Damaged vehicle (if applicable) N/A

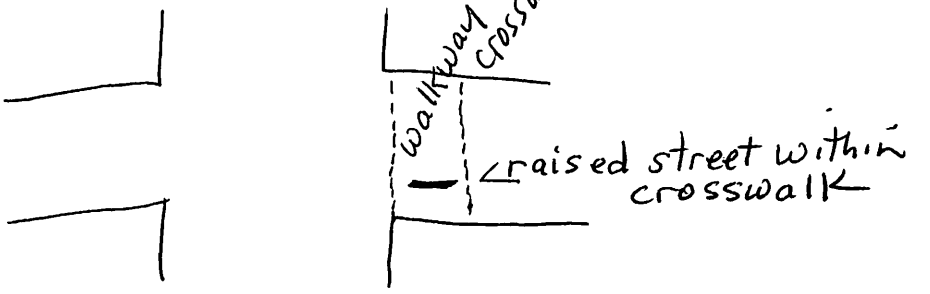
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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

10th & Grand Ave



SIGNATURE OF CLAIMANT Judith A Grimm DATE 4/5/14
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 4-10-14 RECEIVED BY LS Schreder

CLAIM NO. 2-14

APR 10'14 AM11:01

CLAIM

Claimant's Name: Judith A Grimm

Claimant's Address: 1126 North Ave
Sheboygan, WI 53083

Claimant's Phone No. 920-457-5459

Auto	$ N/A
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ Pending. UnKnown at this time until Something shows up due to the fall. Nothing is broken, or I couldn't walk. My knees are black + blue. I do not know if my cartalidge is compromised or damaged or there is any problems with any joints at this time. Until I experience any kind of weakness, as time goes on, this is consided pending unless you want to pay upfront for x-rays etc. at this point, for any determination, initially.

SIGNED Judith A Grimm DATE:

ADDRESS: 1126 North Ave Sheboygan, WI 53083

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

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

VI

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

Your Committee to whom was referred R. O. No. 12-14-15 by the City Clerk submitting a claim from Terry Weimann for alleged injuries when they slipped on the ice in the Library parking lot; recommends that the document be referred to the new Common Council.

refer to 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

3.5

R. O. No. 12 - 14 - 15. By CITY CLERK. May 5, 2014.

Submitting a claim from Terry Weimann for alleged injuries when they slipped on the ice in the Library parking lot.

Susan Richards
City Clerk

Finance
New C.C.

DATE RECEIVED 4-14-14 RECEIVED BY L Schroeder

CLAIM NO. 3-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

APR 14'14 AM10:59

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: Terry Weimann
2. Home address of Claimant: 2210 Meadowland Dr # 104
3. Home phone number: 920 917-9151
4. Business address and phone number of Claimant: (With child) 795 Woodlake Rd Kohler (920 287-7611)
5. When did damage or injury occur? (date, time of day) 2/26/14 9:45 AM.
6. Where did damage or injury occur? (give full description) Parking Lot of Library
7. How did damage or injury occur? (give full description) Slipped on ice - fell and Broke Knee cap in 3 places -
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: Parking lot Poor Removal of ice & Snow

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

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

fell on Ice - Broke Knee cap in 3 places
Loss of Work unable to Drive for a period of time

11. Name and address of any other person injured: _____

_____

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

Auto: $_____

Property: $_____

Personal injury: $ Pending

Other: (Specify below $_____

TOTAL

Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

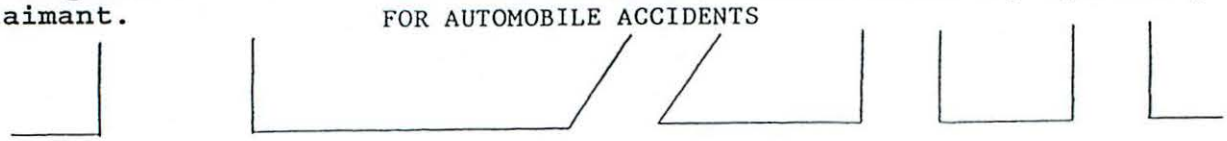
_____

_____

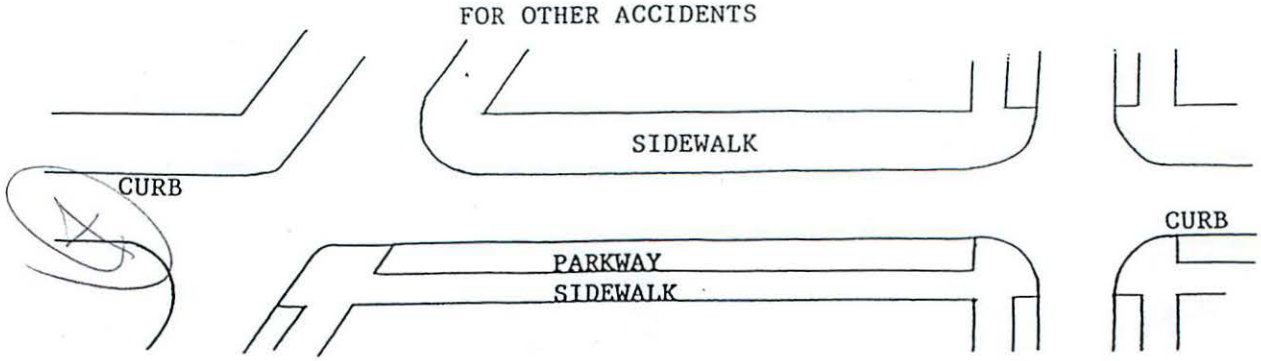
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Terry We Date: 2/11/14

DATE RECEIVED 4-14-14 RECEIVED BY LS Schmidt

CLAIM NO. 3-14

APR 14'14 AM10:59

CLAIM

Claimant's Name: Terry Weimann

Claimant's Address: 2210 Meadowland Dr #104 Sheboygan, Wi

Claimant's Phone No. 920 917-9151

Auto	$
Property	$
Personal Injury	$ Pending
Other (Specify below)	$
TOTAL	Pending

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

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

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

SIGNED: Terry Wl DATE: 4/11/14

ADDRESS: 2210 Meadowland Dr #104
Sheboygan, Wi 53081

459-3400 ext

MEAD PUBLIC LIBRARY
ACCIDENT AND INJURY REPORT

Immediate concern should always be for the comfort and well-being of an injured patron or employee. Phone a police rescue unit (9-911) for a serious injury or give first-aid if necessary before completing the report. Please print all information. Return completed reports to the Business Office.

INJURED PERSON

Name TERRY WEIMANN

Address 2210 MEADOWLAND DR. APT. 104 City SHER.

Zip _____ Telephone Number 917-9151 Age 69

Parent or Guardian Name _____ Phone _____

ACCIDENT INFORMATION

When did the accident occur? Date 2/26/14 Time 9 : 45 a.m. or p.m. (circle)

Where EXACTLY in the building did the accident occur? _____

PARKING LOT -

If the accident occurred outside of the building, determine and describe the EXACT location (include such facts as feet from the building, under the overhang, etc.).

Describe what happened FELL ON ICE - ~~SOUTHEAST~~ NORTHEAST SIDE

INJURY INFORMATION

Describe in detail the injury HURT KNEE, CUTS ON HAND DIZZY

Did the injury require an ambulance or police rescue unit? Yes _____ No X

If first-aid was required, who performed the first-aid? BARB HEINRICH

What first-aid was performed? BAND-AIDS

Did the injured require professional medical attention? Yes _____ No UNDECIDED

If so, where? _____ Name of physician, if known _____

How could the injury have been prevented? UNKNOWN

Claim #3-14

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 33

CARRIER

PICA

PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)
						X

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY	SEX	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M	08 25 1944	M F X	WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED	7. INSURED'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10	Self X Spouse Child Other	2210 MEADOWLAND DR APT 10

CITY	STATE	8. RESERVED FOR NUCC USE	CITY	STATE
SHEBOYGAN	WI		SHEBOYGAN	WI

ZIP CODE	TELEPHONE (Include Area Code)	ZIP CODE	TELEPHONE (Include Area Code)
530811410	( )	530811410	( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
		111
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) YES X NO	a. INSURED'S DATE OF BIRTH MM DD YY 08 25 1944 SEX M F X
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? YES X NO PLACE (State)	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? X YES NO	c. INSURANCE PLAN NAME OR PROGRAM NAME MEAD PUBLIC LIBRAY
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES X NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 040214

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. 439 MM DD YY 02 26 14	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN JOHNSON, CHRIS D	17a. 17b. NPI 1992753875	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES X NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9 A. 8220 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 03 31 14	03 31 14	11		99212		A	142 00	1		NPI	1083729149
2										NPI	
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
391678306	X	G238538230	X YES NO	$ 14200	$	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH # (800) 3262250
DOUGLAS A FEHRMAN	AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129	AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129
SIGNED 040214 DATE	a. NPI b.	a. 1427271378 b.

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

PASSPORT-53495

1 of 1

112082--33

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records." Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 37

CARRIER

PICA

PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)
						X

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY	SEX	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M	08 25 1944	M F X	WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED	7. INSURED'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10	Self X Spouse Child Other	2210 MEADOWLAND DR APT 10

CITY	STATE	8. RESERVED FOR NUCC USE	CITY	STATE
SHEBOYGAN	WI		SHEBOYGAN	WI

ZIP CODE	TELEPHONE (Include Area Code)	ZIP CODE	TELEPHONE (Include Area Code)
530811410	( )	530811410	( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
		111
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	a. INSURED'S DATE OF BIRTH MM DD YY / SEX
	YES X NO	08 25 1944 M F X
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State)	b. OTHER CLAIM ID (Designated by NUCC)
	YES X NO	
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT?	c. INSURANCE PLAN NAME OR PROGRAM NAME
	X YES NO	MEAD PUBLIC LIBRAY
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
		YES X NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 050314

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE QUAL. 439 MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO
	02 26 14	

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO
DN JOHNSON, CHRIS D	17b. NPI 1992753875	

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB?	$ CHARGES
	YES X NO	

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE	ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

	24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1	05 01 14	05 01 14	11		97140		A	78 00	1		NPI	1083729149
2	05 01 14	05 01 14	11		97035		A	64 00	1		NPI	1083729149
3											NPI	
4											NPI	
5											NPI	
6											NPI	

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
391678306	X	G246088240	X YES NO	$ 14200	$	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH # (800) 3262250
DOUGLAS A FEHRMAN	AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129	AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129
SIGNED 050314 DATE	a. NPI b.	a. 1427271378 b.

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision, 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records." Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

Clair 3-14

1500

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

PICA

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505 APR 24 '14 PM 4:45

103337 - 32

CARRIER

PICA

1. MEDICARE (Medicare #)	MEDICAID (Medicaid #)	TRICARE CHAMPUS (Sponsor's SSN)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (SSN or ID)	FECA BLK LUNG (SSN)	OTHER (ID)	1a. INSURED'S I.D. NUMBER (For Program in Item 1)
						X	

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY / SEX	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M	08 25 1944 M [ ] F [X]	WEIMANN, TERRY M
5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED	7. INSURED'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10	Self [X] Spouse [ ] Child [ ] Other [ ]	2210 MEADOWLAND DR APT 10
CITY: SHEBOYGAN / STATE:	8. PATIENT STATUS: Single [ ] Married [ ] Other [X]	CITY: SHEBOYGAN / STATE: WI
ZIP CODE: 530811410 / TELEPHONE (Include Area Code): ( )	Employed [ ] Full-Time Student [ ] Part-Time Student [ ]	ZIP CODE: 530811410 / TELEPHONE (Include Area Code): ( )
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER: 111
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]	a. INSURED'S DATE OF BIRTH MM DD YY: 08 25 1944 / SEX M [ ] F [X]
b. OTHER INSURED'S DATE OF BIRTH MM DD YY / SEX M [ ] F [ ]	b. AUTO ACCIDENT? YES [ ] NO [X] PLACE (State)	b. EMPLOYER'S NAME OR SCHOOL NAME
c. EMPLOYER'S NAME OR SCHOOL NAME	c. OTHER ACCIDENT? YES [X] NO [ ]	c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. RESERVED FOR LOCAL USE	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] *If yes*, return to and complete item 9 a-d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED: SIGNATURE ON FILE DATE: 02/28/14

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED: SIGNATURE ON FILE

14. DATE OF CURRENT: MM DD YY — ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY(LMP)	15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS. GIVE FIRST DATE MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO
02 2614		
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO
SUTHAR, SANJAY B	17b. NPI 1437266533	
19. RESERVED FOR LOCAL USE		20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line)

1. 92411 3. 8220
2. 92320 4. 9140

22. MEDICAID RESUBMISSION CODE / ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 02 26 14	02 26 14	11		99214	25	1234	29900	1		NPI	1033127683
2 02 26 14	02 26 14	11		90714		12	4300	1		NPI	1033127683
3 02 26 14	02 26 14	11		L1830		13	13700	1		NPI	1033127683
4 02 26 14	02 26 14	11		90471		12	4500	1		NPI	1033127683
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER	SSN	EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. BALANCE DUE
391678306		X	G230857620	X YES [ ] NO	$ 52400	$	$ 52400

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH # ( )
THOMAS M AMBELANG	AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI 530813129	AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI 530813129
SIGNED 3/1/2014 1 DATE	a. NPI b.	a. 1174670244 b.

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND CHAMPUS PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information, including employment status, and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or CHAMPUS participation cases, the physician agrees to accept the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary as the full charge, and the patient is responsible only for the deductible, coinsurance and noncovered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or CHAMPUS fiscal intermediary if this is less than the charge submitted. CHAMPUS is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, CHAMPUS, FECA AND BLACK LUNG)

I certify that the services shown on this form were medically indicated and necessary for the health of the patient and were personally furnished by me or were furnished incident to my professional service by my employee under my immediate personal supervision, except as otherwise expressly permitted by Medicare or CHAMPUS regulations.

For services to be considered as "incident" to a physician's professional service, 1) they must be rendered under the physician's immediate personal supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician's service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of nonphysicians must be included on the physician's bills.

For CHAMPUS claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, CHAMPUS, FECA, AND BLACK LUNG INFORMATION

(PRIVACY ACT STATEMENT)

We are authorized by CMS, CHAMPUS and OWCP to ask you for information needed in the administration of the Medicare, CHAMPUS, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records." Federal Register Vol. 55 No. 40, Wed Feb. 28 1990. See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR CHAMPUS CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under CHAMPUS/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of CHAMPUS.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0999. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, Attn: PRA Reports Clearance Officer, 7500 Security Boulevard, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

Claim 3-14

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495

MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 31

APR 24 '14 PM 4:45

PICA

PICA

CARRIER

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)
						X

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY / SEX	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M	08 25 1944 M [ ] F [X]	WEIMANN, TERRY M
5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED	7. INSURED'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10	Self [X] Spouse [ ] Child [ ] Other [ ]	2210 MEADOWLAND DR APT 10
CITY: SHEBOYGAN / STATE: WI	8. RESERVED FOR NUCC USE	CITY: SHEBOYGAN / STATE: WI
ZIP CODE: 530811410 / TELEPHONE (Include Area Code): ( )		ZIP CODE: 530811410 / TELEPHONE (Include Area Code): ( )
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
		111
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]	a. INSURED'S DATE OF BIRTH MM DD YY / SEX: 08 25 1944 M [ ] F [X]
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? YES [ ] NO [X] PLACE (State)	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? YES [X] NO [ ]	c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 040314

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY / QUAL.	15. OTHER DATE QUAL. 439 MM DD YY 02 26 14	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM / MM DD YY TO
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D	17a. / 17b. NPI 1992753875	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM / MM DD YY TO
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9		22. RESUBMISSION CODE / ORIGINAL REF. NO.
A. 8220 B. C. D. / E. F. G. H. / I. J. K. L.		23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 04 01 14	04 01 14	11		97001		A	241 00	1		NPI	1992753875
2 04 01 14	04 01 14	11		97110		A	99 00	1		NPI	1992753875
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER	SSN	EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
391678306	[ ]	[X]	G238818900	YES [X] NO [ ]	$ 34000	$	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH # (800) 3262250
CHRIS D JOHNSON	AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129	AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129
SIGNED 040314 DATE	a. NPI b.	a. 1427271378 b.

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

Claim # 3-14

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 60

APR 25 '14 PM 5:03

PICA | PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)
						X

(For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)	3. PATIENT'S BIRTH DATE MM DD YY / SEX	4. INSURED'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M	08 25 1944 M / F X	WEIMANN, TERRY M
5. PATIENT'S ADDRESS (No., Street)	6. PATIENT RELATIONSHIP TO INSURED	7. INSURED'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10	Self X Spouse Child Other	2210 MEADOWLAND DR APT 10
CITY: SHEBOYGAN / STATE: WI	8. RESERVED FOR NUCC USE	CITY: SHEBOYGAN / STATE: WI
ZIP CODE: 530811410 / TELEPHONE (Include Area Code): ( )		ZIP CODE: 530811410 / TELEPHONE (Include Area Code): ( )
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER: 111
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) YES / X NO	a. INSURED'S DATE OF BIRTH MM DD YY / SEX: 08 25 1944 M / F X
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? YES / X NO PLACE (State)	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? X YES / NO	c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES / X NO *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 040614

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY / QUAL.	15. OTHER DATE QUAL. 439 MM DD YY 02 26 14	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM / TO
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D	17a. / 17b. NPI 1992753875	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM / TO
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES / X NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9 A. 8220 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE / ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 04 04 14	04 04 14	11		97035		A	64 00	1		NPI	1992753875
2 04 04 14	04 04 14	11		97110		A	99 00	1		NPI	1992753875
3 04 04 14	04 04 14	11		97140		A	78 00	1		NPI	1992753875
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER	SSN	EIN	26. PATIENT'S ACCOUNT NO.	27. ACCEPT ASSIGNMENT? (For govt. claims, see back)	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
391678306		X	G239449810	X YES NO	$ 24100	$	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH # (800) 3262250
CHRIS D JOHNSON	AURORA MEDICAL GROUP SHEBO 2414 KOHLER MEMORIAL DR SHEBOYGAN, 530813129	AURORA MEDICAL GROUP INC 2414 KOHLER MEMORIAL DR SHEBOYGAN, WI, 530813129
SIGNED 040614 DATE	a. NPI b.	a. 1427271378 b.

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

112082--60

PASSPORT-53495

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete: 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision: 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service. 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

112082 - 24

APR 25 '14 PM 5:03

PICA

PICA

CARRIER

1. MEDICARE [ ] (Medicare#) MEDICAID [ ] (Medicaid#) TRICARE [ ] (ID#/DoD#) CHAMPVA [ ] (Member ID#) GROUP HEALTH PLAN [ ] (ID#) FECA BLK LUNG [ ] (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM DD YY: 08 25 1944 SEX M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial): WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED: Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street): 2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN STATE: WI

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410 TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER: 111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]

a. INSURED'S DATE OF BIRTH MM DD YY: 08 25 1944 SEX M [ ] F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? YES [ ] NO [X] PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? YES [X] NO [ ]

c. INSURANCE PLAN NAME OR PROGRAM NAME: MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNED SIGNATURE ON FILE DATE 041814

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 MM DD YY: 02 26 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.

E. F. G. H.

I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 04 14 14	04 14 14	11		97140		A	78 00	1		NPI	1992753875
2 04 14 14	04 14 14	11		97035		A	64 00	1		NPI	1992753875
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN: 391678306 [ ] [X]

26. PATIENT'S ACCOUNT NO.: G242462560

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] NO [ ]

28. TOTAL CHARGE: $ 14200

29. AMOUNT PAID: $

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

CHRIS D JOHNSON

SIGNED 041814 DATE

32. SERVICE FACILITY LOCATION INFORMATION

AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129

a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250

AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129

a. 1427271378 b.

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

112082--24

PASSPORT-53495

1 of 1

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

REFERS TO GOVERNMENT PROGRAMS ONLY

MEDICARE AND TRICARE PAYMENTS: A patient's signature requests that payment be made and authorizes release of any information necessary to process the claim and certifies that the information provided in Blocks 1 through 12 is true, accurate and complete. In the case of a Medicare claim, the patient's signature authorizes any entity to release to Medicare medical and nonmedical information and whether the person has employer group health insurance, liability, no-fault, worker's compensation or other insurance which is responsible to pay for the services for which the Medicare claim is made. See 42 CFR 411.24(a). If item 9 is completed, the patient's signature authorizes release of the information to the health plan or agency shown. In Medicare assigned or TRICARE participation cases, the physician agrees to accept the charge determination of the Medicare carrier or TRICARE fiscal intermediary as the full charge and the patient is responsible only for the deductible, coinsurance and non-covered services. Coinsurance and the deductible are based upon the charge determination of the Medicare carrier or TRICARE fiscal intermediary if this is less than the charge submitted. TRICARE is not a health insurance program but makes payment for health benefits provided through certain affiliations with the Uniformed Services. Information on the patient's sponsor should be provided in those items captioned in "Insured"; i.e., items 1a, 4, 6, 7, 9, and 11.

BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an informed eligibility and payment decision; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

NOTICE: Any one who misrepresents or falsifies essential information to receive payment from Federal funds requested by this form may upon conviction be subject to fine and imprisonment under applicable Federal laws.

NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613, E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records." Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

53495
MEAD PUBLIC LIBRAY
710 N 8TH ST
SHEBOYGAN WI 53081-4505

APR 25 '14 PM 5:03

PICA

1. MEDICARE (Medicare#) MEDICAID (Medicaid#) TRICARE (ID#/DoD#) CHAMPVA (Member ID#) GROUP HEALTH PLAN (ID#) FECA BLK LUNG (ID#) OTHER [X] (ID#)

1a. INSURED'S I.D. NUMBER (For Program in Item 1)

2. PATIENT'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M

3. PATIENT'S BIRTH DATE MM DD YY: 08 25 1944 SEX M [ ] F [X]

4. INSURED'S NAME (Last Name, First Name, Middle Initial)
WEIMANN, TERRY M

5. PATIENT'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10

6. PATIENT RELATIONSHIP TO INSURED
Self [X] Spouse [ ] Child [ ] Other [ ]

7. INSURED'S ADDRESS (No., Street)
2210 MEADOWLAND DR APT 10

CITY: SHEBOYGAN
STATE: WI

8. RESERVED FOR NUCC USE

CITY: SHEBOYGAN
STATE: WI

ZIP CODE: 530811410
TELEPHONE (Include Area Code): ( )

ZIP CODE: 530811410
TELEPHONE (Include Area Code): ( )

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

10. IS PATIENT'S CONDITION RELATED TO:

11. INSURED'S POLICY GROUP OR FECA NUMBER
111

a. OTHER INSURED'S POLICY OR GROUP NUMBER

a. EMPLOYMENT? (Current or Previous) YES [ ] NO [X]

a. INSURED'S DATE OF BIRTH MM DD YY: 08 25 1944 SEX M [ ] F [X]

b. RESERVED FOR NUCC USE

b. AUTO ACCIDENT? YES [ ] NO [X] PLACE (State)

b. OTHER CLAIM ID (Designated by NUCC)

c. RESERVED FOR NUCC USE

c. OTHER ACCIDENT? YES [X] NO [ ]

c. INSURANCE PLAN NAME OR PROGRAM NAME
MEAD PUBLIC LIBRAY

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES [ ] NO [X] *If yes*, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 041914

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE QUAL. 439 MM DD YY: 02 26 14

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
DN JOHNSON, CHRIS D

17a.

17b. NPI 1992753875

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM TO

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES [ ] NO [X] $ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 9

A. 8220 B. C. D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
1 04 17 14	04 17 14	11		97140	GP	A	78 00	1		NPI	1992753875
2 04 17 14	04 17 14	11		97035	GP	A	64 00	1		NPI	1992753875
3										NPI	
4										NPI	
5										NPI	
6										NPI	

25. FEDERAL TAX I.D. NUMBER SSN [ ] EIN [X]
391678306

26. PATIENT'S ACCOUNT NO.
G242690280

27. ACCEPT ASSIGNMENT? (For govt. claims, see back) YES [X] NO [ ]

28. TOTAL CHARGE
$ 14200

29. AMOUNT PAID
$

30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
CHRIS D JOHNSON
SIGNED 041914 DATE

32. SERVICE FACILITY LOCATION INFORMATION
AURORA MEDICAL GROUP SHEBO
2414 KOHLER MEMORIAL DR
SHEBOYGAN, 530813129
a. NPI b.

33. BILLING PROVIDER INFO & PH # (800) 3262250
AURORA MEDICAL GROUP INC
2414 KOHLER MEMORIAL DR
SHEBOYGAN, WI, 530813129
a. 1427271378 b.

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE CR061653 APPROVED OMB-0938-1197 FORM 1500 (02-12)

112082--30

PASSPORT-53495

BECAUSE THIS FORM IS USED BY VARIOUS GOVERNMENT AND PRIVATE HEALTH PROGRAMS, SEE SEPARATE INSTRUCTIONS ISSUED BY APPLICABLE PROGRAMS.

NOTICE: Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties.

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BLACK LUNG AND FECA CLAIMS

The provider agrees to accept the amount paid by the Government as payment in full. See Black Lung and FECA instructions regarding required procedure and diagnosis coding systems.

SIGNATURE OF PHYSICIAN OR SUPPLIER (MEDICARE, TRICARE, FECA AND BLACK LUNG)

In submitting this claim for payment from federal funds, I certify that: 1) the information on this form is true, accurate and complete; 2) I have familiarized myself with all applicable laws, regulations, and program instructions, which are available from the Medicare contractor; 3) I have provided or will provide sufficient information required to allow the government to make an *informed eligibility and payment decision*; 4) this claim, whether submitted by me or on my behalf by my designated billing company, complies with all applicable Medicare and/or Medicaid laws, regulations, and program instructions for payment including but not limited to the Federal anti-kickback statute and Physician Self-Referral law (commonly known as Stark law); 5) the services on this form were medically necessary and personally furnished by me or were furnished incident to my professional service by my employee under my direct supervision, except as otherwise expressly permitted by Medicare or TRICARE; 6) for each service rendered incident to my professional service, the identity (legal name and NPI, license #, or SSN) of the primary individual rendering each service is reported in the designated section.For services to be considered "incident to" a physician's professional services, 1) they must be rendered under the physician's direct supervision by his/her employee, 2) they must be an integral, although incidental part of a covered physician service, 3) they must be of kinds commonly furnished in physician's offices, and 4) the services of non-physicians must be included on the physician's bills.

For TRICARE claims, I further certify that I (or any employee) who rendered services am not an active duty member of the Uniformed Services or a civilian employee of the United States Government or a contract employee of the United States Government, either civilian or military (refer to 5 USC 5536). For Black-Lung claims, I further certify that the services performed were for a Black Lung-related disorder.

No Part B Medicare benefits may be paid unless this form is received as required by existing law and regulations (42 CFR 424.32).

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NOTICE TO PATIENT ABOUT THE COLLECTION AND USE OF MEDICARE, TRICARE, FECA, AND BLACK LUNG INFORMATION (PRIVACY ACT STATEMENT)

We are authorized by CMS, TRICARE and OWCP to ask you for information needed in the administration of the Medicare, TRICARE, FECA, and Black Lung programs. Authority to collect information is in section 205(a), 1862, 1872 and 1874 of the Social Security Act as amended, 42 CFR 411.24(a) and 424.5(a) (6), and 44 USC 3101;41 CFR 101 et seq and 10 USC 1079 and 1086; 5 USC 8101 et seq; and 30 USC 901 et seq; 38 USC 613; E.O. 9397.

The information we obtain to complete claims under these programs is used to identify you and to determine your eligibility. It is also used to decide if the services and supplies you received are covered by these programs and to insure that proper payment is made.

The information may also be given to other providers of services, carriers, intermediaries, medical review boards, health plans, and other organizations or Federal agencies, for the effective administration of Federal provisions that require other third parties payers to pay primary to Federal program, and as otherwise necessary to administer these programs. For example, it may be necessary to disclose information about the benefits you have used to a hospital or doctor. Additional disclosures are made through routine uses for information contained in systems of records.

FOR MEDICARE CLAIMS: See the notice modifying system No. 09-70-0501, titled, 'Carrier Medicare Claims Record,' published in the Federal Register, Vol. 55 No. 177, page 37549, Wed. Sept. 12, 1990, or as updated and republished.

FOR OWCP CLAIMS: Department of Labor, Privacy Act of 1974, "Republication of Notice of Systems of Records," Federal Register Vol. 55 No. 40, Wed Feb. 28, 1990, See ESA-5, ESA-6, ESA-12, ESA-13, ESA-30, or as updated and republished.

FOR TRICARE CLAIMS: PRINCIPLE PURPOSE(S): To evaluate eligibility for medical care provided by civilian sources and to issue payment upon establishment of eligibility and determination that the services/supplies received are authorized by law.

ROUTINE USE(S): Information from claims and related documents may be given to the Dept. of Veterans Affairs, the Dept. of Health and Human Services and/or the Dept. of Transportation consistent with their statutory administrative responsibilities under TRICARE/CHAMPVA; to the Dept. of Justice for representation of the Secretary of Defense in civil actions; to the Internal Revenue Service, private collection agencies, and consumer reporting agencies in connection with recoupment claims; and to Congressional Offices in response to inquiries made at the request of the person to whom a record pertains. Appropriate disclosures may be made to other federal, state, local, foreign government agencies, private business entities, and individual providers of care, on matters relating to entitlement, claims adjudication, fraud, program abuse, utilization review, quality assurance, peer review, program integrity, third-party liability, coordination of benefits, and civil and criminal litigation related to the operation of TRICARE.

DISCLOSURES: Voluntary; however, failure to provide information will result in delay in payment or may result in denial of claim. With the one exception discussed below, there are no penalties under these programs for refusing to supply information. However, failure to furnish information regarding the medical services rendered or the amount charged would prevent payment of claims under these programs. Failure to furnish any other information, such as name or claim number, would delay payment of the claim. Failure to provide medical information under FECA could be deemed an obstruction.

It is mandatory that you tell us if you know that another party is responsible for paying for your treatment. Section 1128B of the Social Security Act and 31 USC 3801-3812 provide penalties for withholding this information.

You should be aware that P.L. 100-503, the "Computer Matching and Privacy Protection Act of 1988", permits the government to verify information by way of computer matches.

MEDICAID PAYMENTS (PROVIDER CERTIFICATION)

I hereby agree to keep such records as are necessary to disclose fully the extent of services provided to individuals under the State's Title XIX plan and to furnish information regarding any payments claimed for providing such services as the State Agency or Dept. of Health and Human Services may request.

I further agree to accept, as payment in full, the amount paid by the Medicaid program for those claims submitted for payment under that program, with the exception of authorized deductible, coinsurance, co-payment or similar cost-sharing charge.

SIGNATURE OF PHYSICIAN (OR SUPPLIER): I certify that the services listed above were medically indicated and necessary to the health of this patient and were personally furnished by me or my employee under my personal direction.

NOTICE: This is to certify that the foregoing information is true, accurate and complete. I understand that payment and satisfaction of this claim will be from Federal and State funds, and that any false claims, statements, or documents, or concealment of a material fact, may be prosecuted under applicable Federal or State laws.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1197. The time required to complete this information collection is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. This address is for comments and/or suggestions only. DO NOT MAIL COMPLETED CLAIM FORMS TO THIS ADDRESS.

VI

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

Your Committee to whom was referred R. O. No. 88-14-15 by the City Clerk submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 88 - 14 - 15. By CITY CLERK. July 21, 2014.

Submitting a Notice of Claim in the matter of Sharon Janey v. City of Sheboygan et al.

Finance

new CC

Susan Richards
City Clerk

Claim #9-14

JUL 9'14 PM12:09

WEISS LAW OFFICE, S.C.

ATTORNEYS AT LAW

Hannah R. Jahn
Charles W. Kramer
Justin M. Schuessler
Monte E. Weiss

1017 W. Glen Oaks Lane, Suite 207
Mequon, WI 53092
(262) 240-9663 - Telephone
(262) 240-9664 - Fax
justin.schuessler@mweisslaw.net - email

July 7, 2014

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

RE: *Sharon Janey v. City of Sheboygan, et al*

Dear Ms. Richards:

Please find enclosed for service on you one (1) original Notice of Claim concerning an incident that occurred on **May 22, 2014.**

If you have any questions, please feel free to contact me.

Very truly yours,

WEISS LAW OFFICE, S.C.

Justin M. Schuessler

JMS/tbm
Enclosure

Claim # 8-14
LS Schneider
7-9-14

NOTICE OF CLAIM

TO:

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

PLEASE TAKE NOTICE that pursuant to Wis. Stat. §345.05, **SHARON JANEY** makes the following claim for damages against the **City of Sheboygan**:

1. That the Plaintiff, **SHARON JANEY**, is an individual and resides at 1717 Camelot Boulevard, Sheboygan, Wisconsin 53081.

2. That on or about **May 22, 2014**, the Plaintiff was walking along a public sidewalk on Elm Street at or near 2328 Elm Street.

3. At the same time and place the Plaintiff tripped on a piece of raised concrete, fell, and was injured. The **City of Sheboygan** was negligent in its failure to repair the sidewalk.

4. That as a direct and proximate result of the negligence of the **City of Sheboygan** the Plaintiff sustained personal injuries and has incurred medical bills.

5. **SHARON JANEY** makes a claim for damages in the amount of the medical bills incurred, lost wages, and any other damages incurred by the Plaintiff.

Dated this 7th day of July, 2014

WEISS LAW OFFICE, S.C.
Attorneys for Plaintiff
SHARON JANEY

Monte E. Weiss
State Bar No.: 1003816
Charles W. Kramer
State Bar No.: 1021504
Justin M. Schuessler
State Bar No.: 1087974

P.O. Address:
1017 W. Glen Oaks Lane
Suite 207
Mequon, WI 53092
(262) 240-9663 (Telephone)
(262) 240-9664 (Facsimile)
Justin.schuessler@mweisslaw.net - Email

VI

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

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

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.5

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

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

Susan Richards
City Clerk

Finance

JUL 9'14 PM 4:28

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF SHEBOYGAN
a public body corporate
and politic,
1512 North 40th Street
Sheboygan, WI 53081

Plaintiff

v.

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

Defendant

Code #30703 Unclassified

CIRCUIT COURT BRANCH #5
JAMES BOLGERT
615 N SIXTH STREET
SHEBOYGAN WI 53081

Case No. 14CV0434

CLERK CIRCUIT COURT
FILED
14 JUL -7 P 2:21
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

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

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

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

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

Dated this 30th day of July, 2014.

HOPP NEUMANN HUMKE LLP
Attorneys for the Plaintiff

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

By: _____
Michael J. Bauer
State Bar No. 1012261

Mailing address:

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

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF SHEBOYGAN
a public body corporate
and politic,
1512 North 40th Street
Sheboygan, WI 53081

Plaintiff

Code #30703 Unclassified

v.

Case No. 14CV0434

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

Defendant

CLERK CIRCUIT COURT
FILED
14 JUL -7 P 2:21
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

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

1. The plaintiff, **TOWN OF SHEBOYGAN**, hereinafter referred to as "**Town**" is a body corporate and politic, with its offices located at 1512 North 40th Street, Sheboygan, WI 53081.

2. The defendant, **CITY OF SHEBOYGAN**, hereinafter referred to as "**City**" is a municipal corporation, with its offices located at 828 Center Avenue, Sheboygan, WI 53081.

3. On April 14, 2014, an ordinance annexing a certain territory from the **Town** to the **City** was passed by the Common Council of the City of Sheboygan, Wisconsin.

4. The ordinance, a copy of which is attached hereto marked Exhibit A and incorporated herein, identifies the annexed territory by legal description.

5. The Town Board of the Town of Sheboygan has authorized the commencement of this action contesting the annexation of the subject territory by the **City**.

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

6. Plaintiff realleges and reincorporates by reference paragraphs 1-5 above.

7. The annexed territory was conveyed to the **City** as a gift subject to certain restrictive covenants by the Hayssen Family Foundation, hereinafter referred to as "**Hayssen**,"

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

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

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

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

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

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

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

WHEREFORE, plaintiff demands judgment against the defendant as follows:

A. For a declaration by the Court that the annexation ordinance (Gen. Ord. 62-13-14) adopted by the Common Council of the City of Sheboygan on the 14th day of April, 2014, is void and has no force and effect against the subject territory herein described, and that the Town of Sheboygan shall continue municipal jurisdiction over said territory.

B. For costs and disbursements of this action.

C. For such other and further relief as is just and equitable.

Dated this 31st day of July, 2014.

HOPP NEUMANN HUMKE LLP
Attorneys for the Plaintiff

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

By: _____
Michael J. Bauer
State Bar No. 1012261

Mailing address:

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

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

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

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

Susan Richards
City Clerk

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

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

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

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

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

-ALSO-

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

-ALSO-

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

EXHIBIT

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

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

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

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

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

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

Dated April 17 2014. Susan Richards, City Clerk

Approved April 17 2014. Michael Vandersteen, Mayor

Proceedings Published April 23, 2014.
Ordinances Published April 23, 2014.
Certified April 21 2014 to Plumbing Insp.; Police Dept.; Eng.; Assessor; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Library; City Dev.; Bldg. Insp.; Supt. of Streets/MSB; Transit; Victor/Eng.; DPW; Atty.; Deputy City Clerk; SBC; Sheb. Cty. Clerk; Supt. of Assessments; Alliant; WPS; Water Ut.; Real Property; Supt. of Schools; Sec. of State; Reg. of Deeds; Charter Cable; Ord. Book; City Clerk; Fire Chief; Police Chief; Sheb. Cty. Sheriff; Town of Sheboygan

DOCUMENT NO. 1158599

STATE BAR OF WISCONSIN FORM 3 — 1982
QUIT CLAIM DEED

VOL 1062 PAGE 936
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WI
Received for Record the 24th
day of Sept. A.D. 19 87
at 4:22 o'clock P M., and
Recorded in Vol. 1062
of Deeds on page 936/7
Darlene J Harris
Register

RETURN TO
CITY ATTORNEY'S OFFICE

'87 SEP 24 PM 4 22

HAYSSEN FAMILY FOUNDATION, INC., a Wisconsin Corporation

quit-claims to CITY OF SHEBOYGAN, WISCONSIN, a Municipal Corporation

the following described real estate in Sheboygan County, State of Wisconsin:

FEE
77.25(2)(3)
EXEMPT

Tax Parcel No: .....

The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fiftaen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin, except that part thereof described as Lot One (1) of a Certified Survey Map recorded for record in Volume 7 of Certified Survey Maps on page 209 in tne office of the Register of Deeds for Sheboygan County, Wisconsin.

-ALSO-

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

55 8724 2486 E00006.00

The East three-eighths of the West one-half of the Northeast Quarter (E 3/8 W½ NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, containing 31.09 acres of land more or less, EXCEPTING therefrom the property described as follows: Commencing at the Northeast corner of Section 6, Township 15 N., Range 23 E., thence South 89°56'19" W. along the North line of the NE¼ said Section 6, a distance of 1344.21 feet to the Northeast corner of the NW¼ NE¼ said Section 6, also being point of beginning, thence from said point of beginning, continuing South 89°56'19" W. along the North line of the NE¼ said Section 6 a distance of 243.05 feet; thence South 0°56'25" W. a distance of 889.40 feet to a one inch pipe

(Over)

This ~~is~~ is not homestead property.
(Is) (Is not)

Dated this 20th day of August, 19 87

HAYSSEN FAMILY FOUNDATION, INC.

Daniel A. Merkel (SEAL)
Daniel A. Merkel, Secretary

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) .....

authenticated this .....day of....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
CHASE, OLSEN, KLOET & GUNDERSON
By: Alvin R. Kloet

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

ACKNOWLEDGMENT

STATE OF WISCONSIN }
Sheboygan County. } ss.

Personally came before me this 20th day of August, 19 87 the above named Daniel A. Merkel, Secretary of the Hayssen Family Foundation, Inc.

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

Jill E. Ludens
Jill E. Ludens

Notary Public Sheboygan County, Wis.
My Commission is permanent. (If not, state expiration date: April 29, 19 90)

QUIT CLAIM DEED — STATE BAR OF WISCONSIN FORM No. 3 — 1982 — Wisconsin Legal Blank Co. Inc. Milwaukee, Wis.

EXHIBIT 13

set; thence North 89°56'19" E. a distance of 265.45 feet to a one inch iron pipe set on the East line of the NW¼ NE¼ said Section 6, thence North 0°30'12" W. along the E. line of the NW¼ NE¼ said Section 6, a distance of 889.20 feet to the point of beginning and containing 6.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

RESTRICTIVE COVENANTS

1. The property conveyed herein as a gift to the City of Sheboygan shall be used by the City of Sheboygan as an industrial park, with no more than 15 acres being utilized for non-industrial use.

2. When the described real estate or any part of it is platted, the plat shall be identified as the William A. Hayssen Industrial Park.

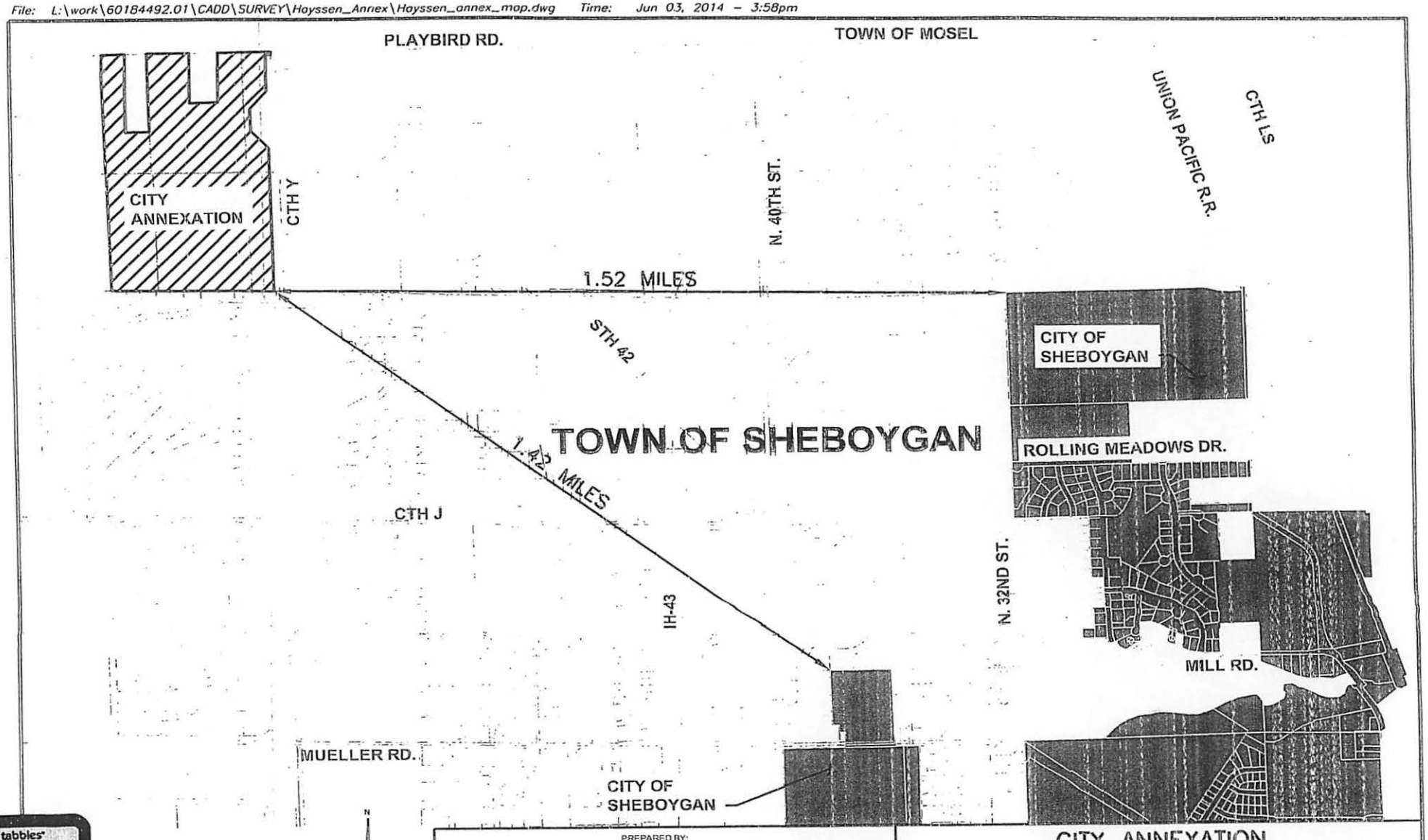
3. Upon acceptance of this Deed, the City of Sheboygan shall identify the property by erecting appropriate sign(s) along public roadways identifying the property as the proposed William A. Hayssen Industrial Park. On platting of the property as the William A. Hayssen Industrial Park, and thereafter, the City shall maintain appropriate sign(s) so identifying the property as the William A. Hayssen Industrial Park.

4. The grantee, as to the real estate as a whole or any part thereof not conveyed to third parties, shall maintain reasonable acceptable landscaping for an Industrial Park.

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

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

File: L:\work\60184492.01\CADD\SURVEY\Hoyssen_Annex\Hoyssen_annex_map.dwg Time: Jun 03, 2014 - 3:58pm



tabbies

EXHIBIT

PREPARED BY:

AECOM

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

CITY ANNEXATION
CITY ORDINANCE NO. 62-13-14

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

JUNE, 2014

60184492

VI

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

Your Committee to whom was referred R. O. No. 136-14-15 by the City Clerk submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.; recommends that the document be referred to the new Common Council.

refer to 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

4.3

R. O. No. 136 - 14 - 15. By CITY CLERK. October 6, 2014.

Submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.

Susan Richards
City Clerk

Finance
new C.C

DATE RECEIVED 9-14-14 RECEIVED BY S. Smith

CLAIM NO. 15-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY SEP 19 '14 PM 3:42

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Barbara Behlke
2. Home address of Claimant: 1004 Bell Ave
3. Home phone number: 208 597 6749
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) when new wires were put in
6. Where did damage or injury occur? (give full description) Bell & 10th Public Utility - Elec. problem.
7. How did damage or injury occur? (give full description) Brain injury trauma Public Utility issue
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: Sequence - Engineer
   (b) Claimant's statement of the basis of such liability: Refuse to make changes to the wiring a wattage going into the ground
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Very dangerous wiring - wattage
   (b) Claimant's statement of basis for such liability: Need to doctor — wear packs of ice all day to keep myself from getting a brain hemorrage

Atty; Jim Amadeo, Biebel, Surkee,

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").

Severe headache - probing bruise parietal lobe
The worst I step foot on Bell & Oth.

11. Name and address of any other person injured: Wattage much too high!

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

Auto: $ —

Property: $ —

Personal injury: $ don't know

Other: (Specify below $

TOTAL Forced to move out of Sheboygan.

Damaged vehicle (if applicable) NA

Make: _____ Model: _____ Year: _____ Mileage: _____

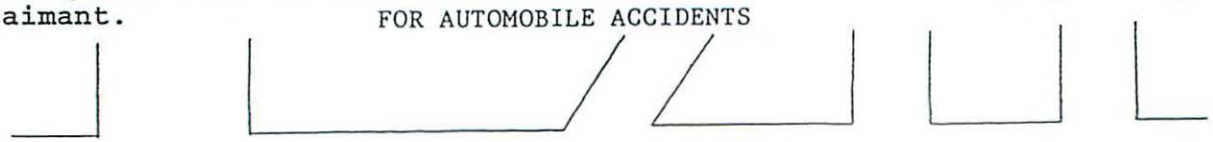
Names and addresses of witnesses, doctors and hospitals:

Dr. Michelle Raymond Peterson
Aura Clinic - Sheboygan Falls

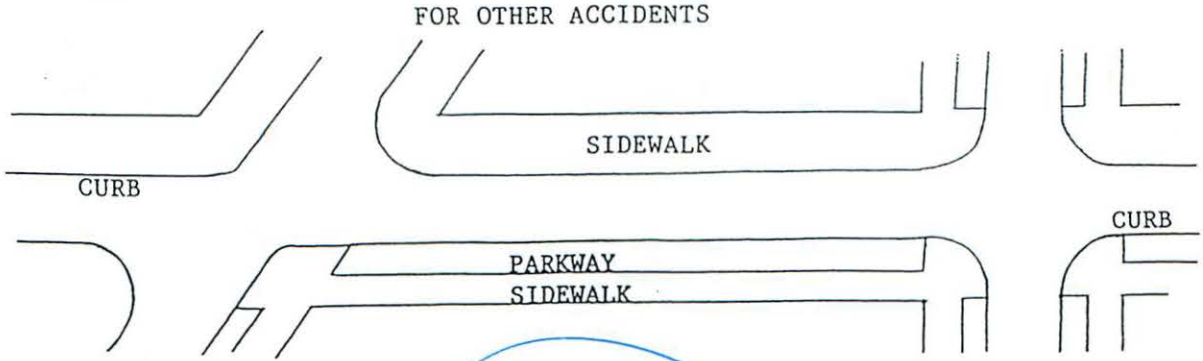
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Barbara Peterson Date: 09-19-74

DATE RECEIVED 9-14-14 RECEIVED BY S. Smith

CLAIM NO. _____

CLAIM

Claimant's Name: Barb Behlke

Claimant's Address: 1004 Bell Ave
Sheboygan WI

Claimant's Phone No. 208-597 6719

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	

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

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

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

(Electric Current Too Strong)

Turn it off or Down!

What your doing is illegal!

SIGNED: Barbara Behlke DATE: 9-14-14

ADDRESS: 1004 Bell Avenue
Sheboygan. WI 53083

VI

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

Your Committee to whom was referred R. O. No. 151-14-15 by the City Clerk submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell; recommends that the document be referred to the new Common Council.

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.1

R. O. No. 151 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell.

Susan Richards
City Clerk

Finance
new C.C.

DATE RECEIVED OCT 15, 2014 RECEIVED BY LS Schneider

CLAIM NO. 17-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

OCT 15'14 AM11:53

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: Elvera Monson
2. Home address of Claimant: 3516 A S 12th St #11
3. Home phone number: 920-452-0061
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Sept 27, 2014
6. Where did damage or injury occur? (give full description) Sheb. Quarry Front Entrance
7. How did damage or injury occur? (give full description) Got off Bus, tripped and fell
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: N/A

   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: N/A

   (b) Claimant's statement of basis for such liability: N/A

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

facial Lacerations from Glasses - when I hit the concret, Profuse Bleeding, and Brused face

11. Name and address of any other person injured: N/A

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

Auto: $_____

Property: $_____

Personal injury: $No Bills Recievd Yet

Other: (Specify below $_____

Pending TOTAL = Glasse Repair, Ambulance, Hosp Charges.

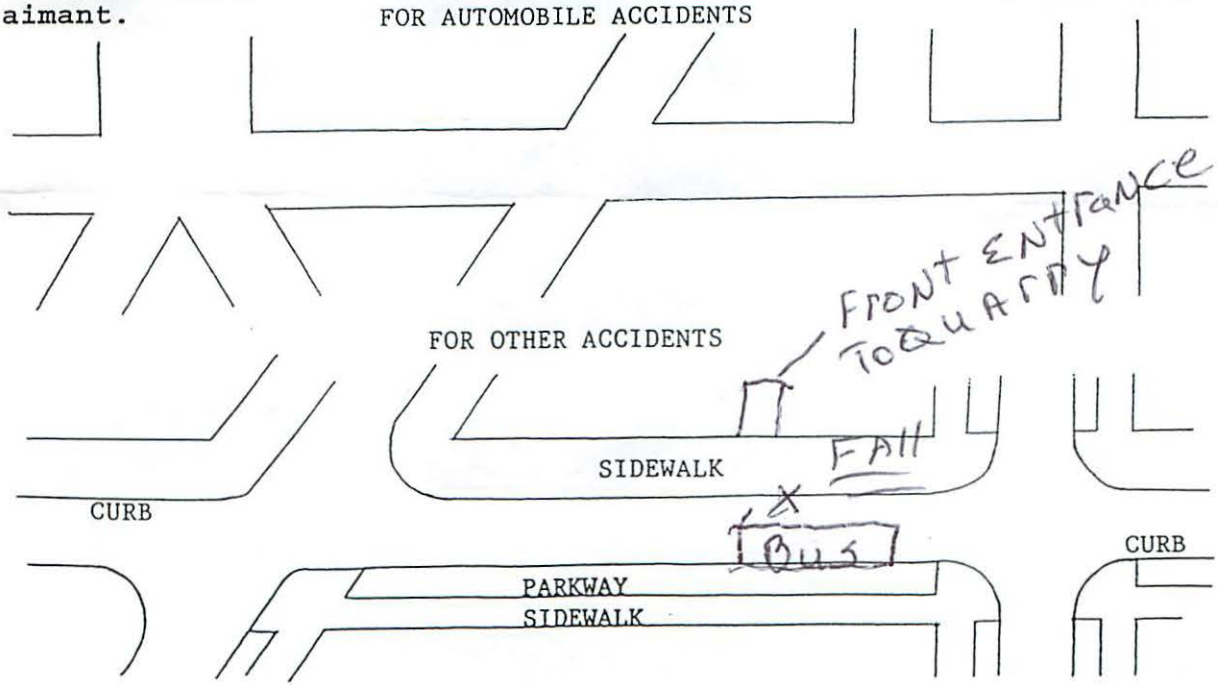
Damaged vehicle (if applicable) ~ N/A

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: Fire Dept, EMTS - Aurora Emergency Dept, Dr. Margaret M. Barron MD. - On call that day - Carol Koning (Friend)

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

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



SIGNATURE OF CLAIMANT: Elvira Monson Date: 10-15-14

DATE RECEIVED 10-15-14 RECEIVED BY LSchroeder

CLAIM NO. 17-14

CLAIM

OCT 15'14 AM11:53

Claimant's Name: Elvera MONSON Auto $_____

Claimant's Address: 3516A S. 12th St. #11 Property $_____

Sheboygan WI 53081 Personal Injury $_____

Claimant's Phone No. 920-452-0061 Other (Specify below) $_____

TOTAL Pending

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

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

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

SIGNED: Elvera Monson DATE: 10-15-14

ADDRESS: 3516A S. 12 St.

VI

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

Your Committee to whom was referred R. O. No. 167-14-15 by the City Clerk submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction; recommends that the document be referred to the new Common Council.

refer to 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

3.6

R. O. No. 167 - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction.

Finance
New C.C

Susan Richards
City Clerk

II

DATE RECEIVED 10-27-14 RECEIVED BY LSSchaefer

CLAIM NO. 20-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 27 '14 PM 2:01

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Robert F. LETTRE SR
2. Home address of Claimant: 717 DILLINGHAM AVE.
3. Home phone number: 920 452-7658
4. Business address and phone number of Claimant: Retired
5. When did damage or injury occur? (date, time of day) 9-20-14 - 10-19-14
6. Where did damage or injury occur? (give full description) BASEMENT LAUNDRY ROOM ceiling (PLASTER) CRACKED & Pieces FELL
7. How did damage or injury occur? (give full description) the shaking AND VIBRATION caused by the 8th STREET CONSTRUCTION. When they were breaking the cement, The house shook AND caused ceiling TO CRACK AND Pieces Fell. the shaking FELT LIKE A LOW GRADE EARTHQUAKE OR A TREMOR.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: _____

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

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

11. Name and address of any other person injured: _____

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

Auto: $_____

Property: $900. to 1100.00 (Estimated cost to Repair, by Pete Strysick Contractor)

Personal injury: $_____

Other: (Specify below $_____

TOTAL ~~$900.00~~ Pending

Damaged vehicle (if applicable)

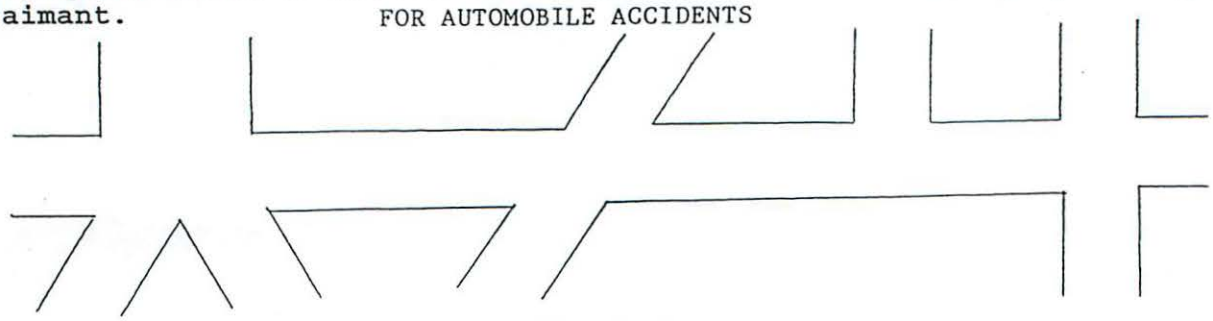
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

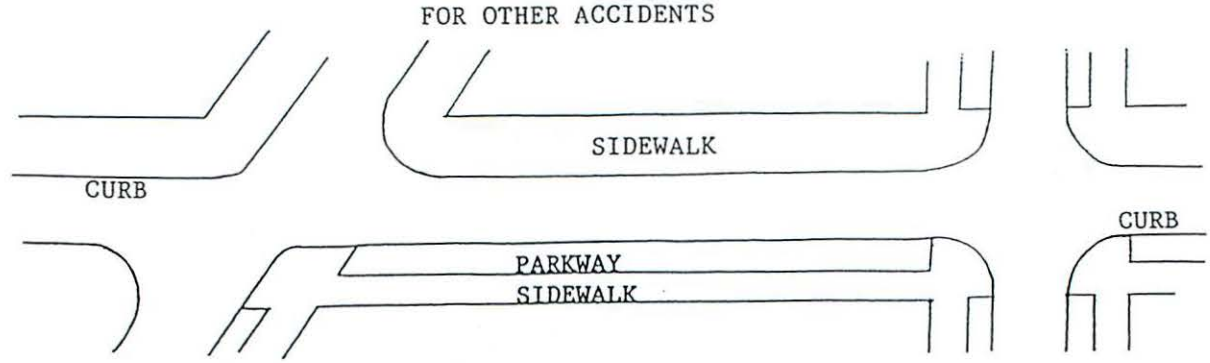
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT Robert F Lettie Sr Date: 10-27-14

DATE RECEIVED 10-27-14

RECEIVED BY LS Schneider

CLAIM NO. 2-14

OCT 27 '14 PM 2:01

CLAIM

Claimant's Name: Robert F Lettre SR

Claimant's Address: 717 Dillingham Ave
Sheboygan Wi 53081

Claimant's Phone No. _____

Auto	$ _____
Property	$ 900.00
Personal Injury	$ _____
Other (Specify below)	$ _____
TOTAL	Pending

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ ~~900.00~~ Pending

SIGNED: Robert F. Lettre Sr. DATE: 10-27-14

ADDRESS: 717 Dillingham Ave
Sheboygan Wi 53081

#9-14
9/20/14

KAP'S Construction Services
710 Union Avenue
Sheboygan, WI 53081
Phone 920-377-5130 E-mail: pstrysick@a

11/28/2014

Bob Lettre
721 Dillingham Avenue
Sheboygan WI 53081

The following is an estimate to repair damage to the plaster of the ceiling in the basement incurr vibrating machines that were working on the South 8th Street sewer and resurfacing project. Lath vibrat from the ceiling causing the plaster to crack and fall from the ceiling leaving holes and missing plaster.

As Follows;

Reattach lath to floor joist as required
R & R electrical conduit as required to accommodate lath and plaster repair
Build up with multiple coats of plaster of drywall compound to finish
Sand and Prime as required.

Total cost of the estimate not to exceed $750.00, (seven hundred fifty dollars)

Thank you for this opportunity to serve you

Peter M. Strysick
KAP'S Construction
920-377-5130

VINTON CONSTRUCT
RON RABOINE
FAX 682-2838
920-

LORRIE 459-3314

VII

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

Your Committee to whom was referred R. O. No. 186-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas v. Cities and Towns Mutual Insurance Co. et al.; recommends that the document be referred to the new Common Council.

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.8

R. O. No. 186- 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a Summons and Complaint in the matter of The Estate of Jaime Olivas, Lisa Olivas, Alean Olivas vs. Cities and Towns Mutual Insurance Co. et al.

Finance

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

ALEAN OLIVAS
1237 Trimberger Court
Sheboygan, WI 53081,

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/oThomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

Defendants,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,
SubrogatedDefendant

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

Case No. 14CV0707

Case Code: 30105

CLERK CIRCUIT COURT
FILED
14 OCT 31 P 3:00
SHEBOYGAN COUNTY WISCONSIN

Process Server: Jason Jirschele
Time: 12:20pm Date: 10/14/14
Address of serve: 828 Center Ave
Sheboygan WI 53081
Person Served: Susan Richards
by City clerk

( ) Personal ( ) Substitute
( ) Posted (X) Corporate

SUMMONS

THE STATE OF WISCONSIN, TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

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

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, WI 53081 and to The Law Offices of David J. Lisko, S.C. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs

By: _____
David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:
THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

THE ESTATE OF JAIME OLIVAS,
LISA OLIVAS, Personal Representative

LISA OLIVAS
2216A Kroos Court
Sheboygan, WI 53081

Case No. 14CV0707

ALEAN OLIVAS
1237 Trimberger Court
Sheboygan, WI 53081,

Case Code: 30105

Plaintiffs

vs.

CITIES AND TOWNS MUTUAL INSURANCE CO.
c/oThomas E. Mann
9898 W BLUEMOUND RD
WAUWATOSA, WI 53226-4319

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue
Sheboygan, WI 53081,

GARY NIEMANN
828 Center Avenue #205
Sheboygan, WI 53081,

UNITED STATES DEPARTMENT OF
HEALTH AND HUMAN SERVICES
c/o Assistant U.S. Attorney
517 East Wisconsin Avenue
Milwaukee, WI 53202,

Subrogated Defendant.

CLERK CIRCUIT COURT
FILED
14 OCT 31 P 3:00
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

NOW COME the above-named plaintiffs, by their attorney, David J. Lisko, and as and for separate claims and causes of action against the above-named defendants, and each of them, jointly and severally, allege and show to the Court as follows:

ALLEGATIONS RELATED TO ALL CAUSES OF ACTION

1. That plaintiff, Lisa Olivas, is the mother of the decedent, Jaime Olivas, and personal representative of the Estate of Jaime Olivas, residing at 2216A Kross Court, Sheboygan, Wisconsin 53081.

2. That plaintiff, Alean Olivas, if the father of the decedent, Jaime Olivas, and resides at 1237 Trimberger Court, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

3. That at the time of his death on November 29, 2011, Jaime Olivas was not married, and left no surviving minor children.

4. That upon information and belief, the defendant, City of Sheboygan, is a municipal corporation organized and existing under the laws of the State of Wisconsin.

5. That upon information and belief, the defendant, Cities and Towns Mutual Insurance Co., is a foreign corporation licensed to do and doing insurance business in the State of Wisconsin; that at all times material and on November 29,2011, said insurance company had in full force and effect a policy or policies of liability insurance with the City of Sheboygan, wherein under the terms of its policy or policies, said insurance company agreed to pay any amounts which said defendant would become liable for as a result of tortious acts; that by reason of said policy, the laws of the State of Wisconsin and the occurrence described herein, said insurance company is united in interest with the City of Sheboygan.

6. That upon information and belief, the defendant, Gary Niemann, is an adult resident of the State of Wisconsin, whose last known address is 828 Center Avenue, #205, City of Sheboygan, County of Sheboygan, State of Wisconsin.

7. That at all times material the defendant, Gary Niemann, was an employee of the defendant, City of Sheboygan. The defendant, City of Sheboygan is responsible for the acts of its employees under *respondeat superior.*

8. That upon information and belief, the defendant, ABC Insurance Company, is an insurance company or companies providing liability coverage to the defendant, City of Sheboygan; that said plaintiffs do not know the true and correct name of said insurance company or companies, but will move the Court to amend so as to reflect the true and correct name or names as soon as same can be ascertained.

9. That upon information and belief, the subrogated plaintiff, United States Department of Health and Human Services, is a federal agency that, as a result of the occurrence described in this Complaint, the laws of the United States of America and the State of Wisconsin, the United States Department of Health and Human Services (Medicare A) may have made payments on behalf of the decedent, Jaime Olivas, for medical expenses; that further, said agency may have a subrogation interest herein.

10. That prior to November 29, 2011 the defendant, City of Sheboygan, purchased an OBD leaf collection system.

11. Upon information and belief, the OBD leaf collection system came with instructions on how the leaf collection unit should be mounted.

12. Defendant, City of Sheboygan, employees decided not to mount the leaf collection system as described in the instruction manual.

13. Defendant, City of Sheboygan, employees decided to mount the OBD leaf collection system on the front of its trucks. City of Sheboygan employees installed ductwork running from the leaf collector over the windshield to the dump box of the truck.

14. That on November 29, 2011, defendant, Gary Niemann, was operating a city-owned truck equipped with a front mounted OBD leaf collection system.

15. Defendant, Gary Niemann was traveling northbound on 6th Street near the intersection of New York Avenue in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

16. At the same time and place the decedent, Jaime Olivas, was crossing 6th Street.

17. That on November 29, 2011 at approximately 8:50 a.m. the defendant, Gary Niemann, struck the decedent, Jaime Olivas, which caused his death.

18. That the defendant, City of Sheboygan, was negligent in the following respects: (a) failing to install 15 mile-per-hour speed limit and school zone signs in the area around a school; (b) deciding to install an OBD leaf collection system on the truck which struck Mr. Olivas so as to create a substantial obstruction to a driver's visibility through the windshield; and (c) requiring its drivers to operate its trucks with a substantial obstruction to a driver's visibility through the windshield.

. The defendant, Gary Niemann, was negligent by violating the following traffic safety rules: (a) operating the truck at an unreasonable and

imprudent speed; (b) failing to properly manage and control his vehicle; and (c) failing to exercise a proper lookout.

20. As a result of the defendants' negligence the defendant, Gary Niemann, struck the decedent, Jaime Olivas, resulting in severe bodily harm, and conscious pain and suffering to decedent, Jaime Olivas, and causing his death.

SECOND CAUSE OF ACTION NEGLIGENCE PER SE

21. The plaintiffs' reallege and re-incorporate by reference the allegations of paragraphs 1-19 above as though fully set forth at length.

22. The employees of the defendant, City of Sheboygan, are negligent as a matter of law for placing the duct work of the OBD leaf collection system on the vehicle so as to obstruct the driver's clear vision through the windshield in violation of Trans 305.34(6) of the Wisconsin Administrative Code.

23. The defendant, Gary Niemann, is negligent as a matter of law for driving the City of Sheboygan's motor vehicle upon a highway with the ductwork of the OBD leaf collection system placed on the vehicle so as to obstruct the driver's clear view through the front windshield in violation of Wis. Stat. 346.88 (3)(b).

24. As a direct and proximate result of the defendants' violation of these safety statutes decedent Jaime Olivas was struck and killed and the plaintiffs have sustained those damages alleged in this complaint.

THIRD CAUSE OF ACTION WRONGFUL DEATH

25. That plaintiff, Lisa Olivas, as personal representative of the Estate of Jaime Olivas, and pursuant to Sec. 895.01, Wis. Stats. on behalf of the Estate of Jaime Olivas, and in her individual capacity hereby realleges and incorporates

herein by reference the allegations of paragraphs 1-23, above, as if fully set forth herein at length.

26. As a further consequence of the occurrence described herein, and as a direct and proximate result of the conduct of the defendants, City of Sheboygan and Gary Neimann, as previously alleged herein, the plaintiffs have suffered the loss of society and companionship of their son, Jaime Olivas, the loss of future earnings and these plaintiffs have been further caused to incur costs and expenses for her son's medical treatment, funeral services, cemetery lot and the lot's perpetual care, and grave marker, all to her damages past, present and future.

WHEREFORE, the plaintiffs demand judgment against the above-named defendants, and each of them, jointly and severally, as follows:

A. The Estate of Jaime Olivas, by Lisa Olivas, Jaime Olivas' personal representative, is entitled to recover for Jaime Olivas' conscious pain and suffering, his medical care, and his loss of enjoyment of life pursuant to Sec. 895.01, Wis. Stats.

B. That the survivors of Jaime Olivas, as represented by the plaintiff, Lisa Olivas (his mother) are entitled to recover for the wrongful death of Jaime Olivas under Sec. 895.03 and 895.04 of the Wisconsin Statutes, including his burial expenses, loss of society and companionship with him and their loss of services which would have been provided by him during his and their normal life.

C. That plaintiffs recover their costs, disbursements, a reasonable sum towards attorney's fees, and such other and further relief as the Court deems equitable under the circumstances.

Dated this 30th day of October, 2014.

THE LAW OFFICES OF DAVID J. LISKO, S.C.
Attorney for Plaintiffs

By: _____
David J. Lisko
State Bar No. 1005056

MAILING ADDRESS:
THE LAW OFFICES OF DAVID J. LISKO, S.C.
W177 N9886 Rivercrest Drive, Suite 104
Germantown, WI 53022
(262) 785-9400
(262) 785-9401 (fax)

VI

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

Your Committee to whom was referred R. O. No. 192-14-15 by the City Clerk submitting a Summons and Complaint in the matter of the Jeffrey Hermann v. the City of Sheboygan; recommends that the document be referred to the new Common Council.

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 192 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a Summons and Complaint in the matter of Jeffrey Hermann vs The City of Sheboygan.

Finance

Susan Richards
City Clerk

NOV 26 '14 PM 4:05

The Law Office of John B. Kiel, LLC.

P.O. Box 147
Salem, Wisconsin 53168-0147
Phone: (262) 914-5435
Facsimile: (262) 537-4855
Email Address: firelaw@tds.net

Served in hand to City Clerk Susan Richards by Deputy City Clerk Linda Schroeder on 11-26-14 at 3:19 pm

November 26, 2014

VIA HAND DELIVERY

Susan Richards, City Clerk
Micahel Vandersteen, Mayor
City of Sheboygan – City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Jeffery Hermann v. The City of Sheboygan

Dear Ms. Richards and Mayor :

Accompanying this cover letter please find a copy of the Summons and Complaint filed in regard to the above entitled matter. Please feel free to contact me with any questions.

The Law Office of John B. Kiel, LLC.

By _____
John B. Kiel

cc: Mr. Jeffery Hermann

NOV 25 '14 PM 4:06

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

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

Case No. 14CV0754
Case Code: 30303
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN,

Defendant.

CLERK CIRCUIT COURT
FILED
14 NOV 26 P 2:28
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

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

Within forty-five (45) days of receiving this Summons, you must respond in writing with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to court, whose address is: Clerk of Court, Sheboygan County Courthouse, 615 North 6th Street, Sheboygan, Wisconsin, and to the Law Office of John B. Kiel, LLC, plaintiff's attorney, whose address is P.O. Box 147 Salem, Wisconsin 53168.

You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Salem, Wisconsin, on November 26, 2014.

FOR PLAINTIFF,

THE LAW OFFICE OF JOHN B. ~~KIEL, LLC.~~

By_____
John B. Kiel

State Bar # 1019485
P.O. Box 147
Salem, Wisconsin 53168
Telephone: (262) 914-5435
Facsimile: (262) 537-4855
Email: firelaw@tds.net

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JEFFERY HERMANN,

Plaintiff,

Case No. 14CV0754
Case Code: 30303
Case Classification: Other Contracts

vs.

THE CITY OF SHEBOYGAN, JURY TRIAL REQUESTED

Defendant.

CLERK CIRCUIT COURT
FILED
14 NOV 26 PM 2:28
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

NOW COMES Jeffery Hermann ("Plaintiff") by and through The Law Office of John B. Kiel, LLC. and his attorney, John B. Kiel, and alleges as follows:

PARTIES

1. Plaintiff Jeffery Hermann is an adult resident of the City of Sheboygan, Wisconsin whose address is 3442 South 17th Street, Sheboygan, Wisconsin 53081.
2. Defendant City of Sheboygan ("City") is a governmental body within the meaning of Wis. Stat. § 19.82(1) and is the governing body of the City of Sheboygan, maintaining its place of business at the Sheboygan City Hall, 828 Center Avenue, Sheboygan, Wisconsin, 53081.
3. The Plaintiff is a retired employee of the City who was not in any bargaining unit represented by a labor organization on the date of his retirement.
4. The Plaintiff worked for the City long enough to qualify for payout of vested sick leave and vacation benefits upon retirement.

PROCEDURAL PREREQUISTIES

5. This is an action alleging that the City unlawfully engaged and continues to engage in breach of contract by denying Plaintiff a payout of vested sick leave and vacation benefits upon Plaintiff's retirement.
6. Within 120 days of the City's denial of Plaintiff's request for payout of his vested sick leave and vacation benefits Plaintiff served a notice of claim in accordance with Wis. Stat. § 893.80 on the City Clerk by a letter dated April 11, 2014.
7. Plaintiff's notice of claim itemized the relief sought.
8. By copy of a letter dated August 7, 2014 the City denied Plaintiff's claim.

JURISDICTION AND VENUE

9. The Court has personal jurisdiction over the Plaintiff in that Plaintiff is a resident of the City of Sheboygan, Wisconsin and said City is located within Sheboygan County, Wisconsin.
10. The Court has personal jurisdiction over the City of Sheboygan, Wisconsin pursuant to Wis. Stat. § 801.05; Wis. Stat. § 801.11(4); Watkins v. Milwaukee County Civil Service Commission, 88 Wis. 2d 4111, 276 N.W.2d 775 (1979); Oak Creek Citizen's Action Committee v City of Oak Creek, et. al., 2007 WI App. 196; 304 Wis. 2d 702; 738 N.W. 2d 168.
11. Venue is proper before this Court pursuant to Wis. Stat. § 801.50(2).

CIRCUMSTANCES OF CLAIM

12. Plaintiff was employed by the City of Sheboygan, Wisconsin as a member of its fire department between April 21, 1981 to December 31, 2013. Plaintiff was appointed as the City's fire chief effective January 1, 2010.

13. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to a sick leave pay out for retirement of one-half (1/2) of all accumulated sick leave up to seventy-two (72) days. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Fire Command:
- Sick leave pay out for retirement, layoff without cause, or death.
    - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

14. Upon his appointment to fire chief the City informed Plaintiff that his retirement benefits were to include the following vacation pay out provision. In that regard the City of Sheboygan Non-Represented Employee Benefits schedule approved by the City's Salaries and Grievances Committee on June 20, 2002 provides:

Other severance benefits:
- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

15. The benefits described in paragraphs 13 and 14 above were approved as revised by the City's Salaries and Grievances Committee on June 20, 2002 and made part of the City's Non-Represented Employee Benefits Compensation Program for such non-represented employees.

16. The City's May 1, 2012 Employee Handbook identifies Paid Time Off (PTO) Vacation as a vested benefit:

PTO Vacation Must be used in either 4 of 8 hour increments. **This is a vested benefit,** prorated for new employees. Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment earn 80 hours of vacation effective their 1 year employment anniversary. However, they are welcome to start using their yearly allotment prior to their 1 year anniversary, however, that employee will be responsible to

return the non-vested (prorated) portion of the vacation if already exercised it (sic) prior to their termination date. (emphasis added).

17. Plaintiff retired as the City's fire chief on January 1, 2014.

18. Plaintiff met the requirements for sick leave payout under the terms and conditions as described in paragraph 13, above.

19. Plaintiff met the requirements for payout of accrued, unused vacation under the terms and conditions as described in paragraph 14, above.

20. The City has failed to calculate and pay out Plaintiff's retirement and severance benefits in the manner described in paragraphs 13 and 14 above.

21. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied unused and prorated earned vacation pay in the amount of $10,365.18.

22. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has been denied sick leave pay out for retirement in the amount of $27,354.24.

23. As a consequence of the actions above, Plaintiff has been damaged in that Plaintiff has incurred legal fees and expenses in asserting his rights.

FIRST CAUSE OF ACTION
(Breach of Contract)

24. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.

25. At the time that the City appointed Plaintiff to the position of fire chief it entered into a contract of employment with Plaintiff whereby the City agreed to calculate Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above. By continuing his service to the City to retirement, Plaintiff

created a binding unilateral contract with the City for the promised retirement and severance benefits calculated in accordance with paragraphs 13 and 14, above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City breached its contract for employment with Plaintiff.

SECOND CAUSE OF ACTION
(Denial of Vested Benefit)

26. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.

27. By continuing his service to the City to retirement Plaintiff acquired a vested right to retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above. In refusing to calculate Plaintiff's retirement benefits in accordance with paragraphs 13 and 14 above, the City denied a vested benefit to Plaintiff.

THIRD CAUSE OF ACTION
(Estoppel)

28. Plaintiff realleges and incorporates by reference paragraphs 1 through 23 above.

29. The City promised Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above and thereby induced Plaintiff to accept the non-represented position of fire chief. By operation of its promise to Plaintiff the City is estopped from denying Plaintiff retirement and severance benefits calculated in accordance with paragraphs 13 and 14 above.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that this court:

A. Issue a judgment declaring that the City has breached its contract with Plaintiff by refusing to calculate and pay Plaintiff's retirement and severance benefits in accordance with paragraphs 13 and 14 above.

B. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested vacation retirement and severance benefits calculated in accordance with paragraph 13 above.

C. Issue an order that requires the City to calculate and pay Plaintiff's vacation retirement and severance benefit calculated in accordance with paragraph 13, above which provides:

Fire Command:

- Sick leave pay out for retirement, layoff without cause, or death.
  - After five (5) years of service, pay out one-half (1/2) of all accumulated sick leave up to seventy-two (72) days.

D. Issue and order that finds that the Defendant breached and is estopped from breaching a contract of employment with Plaintiff by denying Plaintiff a vested sick leave retirement and severance benefits calculated in accordance with paragraph 14 above.

E. Issue an order that requires the City to calculate and pay Plaintiff's sick leave retirement and severance benefit calculated in accordance with paragraph 14, above which provides:

Other severance benefits:

- Accumulated overtime for non-exempt employees.
- Unused and prorated earned vacation pay.

F. Issue and order that directs Defendant to compensate Plaintiff for his unused and prorated earned vacation in the amount of $10,365.18 plus interest.

G. Issue and order that directs Defendant to compensate Plaintiff for his accrued unused sick leave in the amount of $27,354.24 plus interest.

H. As appropriate, award reasonable attorneys' fees and reimbursement of any costs incurred by Petitioners.

I. Award such other and further relief, as this Court deems just and proper.

PLAINTIFF REQUESTS TRAIL TO A JURY OF 12 OF HIS PEERS ON ALL CLAIMS FOR LEGAL RELIEF.

Dated at Salem, Wisconsin on November 26, 2014.

John B. Kiel
Wis. Bar No. 1019485
Attorney for Plaintiff
Law Office of John B. Kiel, LLC
P. O. Box 147
Salem, WI 53168
Telephone: (262) 914-5435
Fax: (262) 537-4855
E-mail: firelaw@tds.net

VI

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

Your Committee to whom was referred R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al. v. City of Sheboygan; recommends that the document be referred to the new Common Council.

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.2

R. O. No. 213 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a Summons and Complaint in the matter of Daniel Gilbertson et al v City of Sheboygan.

Susan Richards
City Clerk

Finance

JAN 5 '15 at 8:56

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

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

1-5-15
8:56

Case No. 14CV0792

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT
FILED
2014 DEC 22 P 2:43
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

To each person named above as a defendant:

You are hereby notified that the plaintiffs named above have filed a complaint against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the court, whose address is 615 North 6th Street in

Sheboygan, Wisconsin; and to The Previant Law Firm S.C., plaintiff's attorneys, whose address is Post Office Box 12993, Milwaukee, Wisconsin 53212. You may have an attorney help or represent you.

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

Dated this 19th day of December, 2014.

Yingtao Ho (State Bar No. 1045418)
THE PREVIANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

Daniel Gilberson
2727 N. 30th Street
Sheboygan, WI. 53083

Matthew Walsh
W7447 Christine Ct
Plymouth WI 53073

Matthew Braesch
3320 Geele Ave
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

Defendant.

Case No. 14CV0792

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT
FILED
2014 DEC 22 P 2:43
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiffs, by their attorneys, for their complaint against the Defendant state as follows:

1. This is a class action suit to seek redress for the Defendant's failure to pay the full amount of regular and overtime wages required by law. The Plaintiffs, who are or were employees of the Defendant, are suing for the Defendant's failure to pay them the full amount of non-overtime wages required by Wis. Stat. §109.03(1) and (5); and for the Defendant's failure to include their over-the-wage-scale bonuses, education bonuses, wages for opting out of the health insurance, and revocable contributions to Health Savings Accounts in calculating their overtime

pay rates, in violation of both the Fair Labor Standards Act, Wis. Stat. §109.03(1) and (5), and DWD §274.03.

PARTIES AND JURISDICTION

2. Each of the named plaintiffs is a current employee of the City of Sheboygan, and a current resident of Wisconsin. Plaintiff Gilbertson at all times relevant to the complaint has been employed by the City of Sheboygan Department of Public Works. Gilbertson received insurance through, and paid insurance premiums to the City of Sheboygan during the years of 2011-2014. FLSA consent forms for the Named Plaintiffs either are attached to, or will be filed with the Court.

3. Pursuant to City of Sheboygan policy, because the wage rate for Gilbertson is higher than the maximum rate for the position that he holds with the City of Sheboygan Department of Public Works, at each annual review Gilbertson is eligible to receive, and has received a bonus in lieu of a wage increase.

4. Plaintiff Walsh at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Walsh received insurance through, and paid insurance premiums to the City of Sheboygan throughout the years of 2011-2012. During 2012 the City of Sheboygan also made a revocable contribution to Walsh's Health Savings Account.

5. Plaintiff Braesch at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Braesch did not receive health insurance through the City of Sheboygan during the years of 2011 to 2014. Beginning in the year 2012, Braesch received from the City of Sheboygan a payment of $1,200 per year for opting out of the City health insurance. Beginning in the year 2013, Walsh also received from the City of Sheboygan a payment of $1,200 per year for opting out of the City health insurance.

6. During the years of 2012 through 2014, Plaintiffs Walsh and Braesch received from the City of Sheboygan an annual payment of $600 because of their level of education attained.

7. Plaintiffs Gilbertson and Walsh are appropriate representative of a class described as:

> All current and former full time and part time employees of the City of Sheboygan who made any insurance premium payments to the City of Sheboygan, which remained in the City of Sheboygan's Health Self Insurance Fund on December 30th of 2012, 2013, or 2014.

8. Plaintiff Gilbertson additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received bonus payments from the City of Sheboygan in lieu of wage increases because their wage rates were over the maximum rate for their positions, but did not have those bonus payments included in calculating their regular rate for overtime pay.

9. Plaintiffs Walsh and Breasch additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received an education bonus from the City of Sheboygan, but did not have those education bonus payments included in calculating their regular rate for overtime pay.

10. Plaintiff Walsh additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a revocable

Health Savings Account contribution from the City of Sheboygan, but did not have those revocable Health Savings Account contributions included in calculating their regular rate for overtime pay.

11. Plaintiff Breasch and Walsh additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

> All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a payment from the City of Sheboygan for opting out of the City health insurance plan, but did not have the payment for opting out of the health insurance included, in calculating their regular rate for overtime pay.

12. Defendant City of Sheboygan is a political subdivision of the State of Wisconsin; and is an employer within the meaning of both the Fair Labor Standards Act, 29 U.S.C. §203(d); and within the meaning of Wis. Stat. §109.01(2). City hall for the City of Sheboygan, which serves as its principal place of business, is located at 828 Center Avenue in Sheboygan, Wisconsin.

13. The Court has subject matter jurisdiction over this lawsuit pursuant to 29 U.S.C. §216(b), which grants to state courts concurrent jurisdiction to hear lawsuits arising under the Fair Labor Standards Act; and pursuant to Wis. Stat. §109.03(1) and (5), which authorizes direct lawsuits by employees against their employer for unpaid regular and overtime wages required by the statutes and regulations of the Wisocnsin wage payment laws, Chapter 109 of the statutes and Chapter 274 of the DWD regulations.

14. The Court has personal jurisdiction over all defendants in this action pursuant to Wis. Stat. §801.05(1) and (3) since all of the acts or omissions by the defendants complained of in the complaint occurred in Wisconsin.

15. Venue is proper in Sheboygan County Circuit Court pursuant to Wis. Stat.

§801.50 when the claim arose in, and the Defendant resides, and conducts substantial business in Milwaukee County.

FACTS

I. Facts Related to the Payment of Health Insurance Contributions Towards Workers Compensation Premiums and Expenses.

16. At all times relevant to the complaint the City of Sheboygan has made self-insured health and dental insurance coverage available to certain of its full time and part time employees.

17. Beginning on a date unknown to the Plaintiffs, the City of Sheboygan has maintained a Health Self Insured Fund ("Health Fund") into which it deposits all employer and employee health and dental insurance premiums, and out of which it pays all of the claims, administrative expenses, and other costs associated with its health and dental insurance program.

18. Because the City of Sheboygan's insurance program is self-insured, the cost of the full health insurance premium for its employees is set by an actuary, and adopted by the City of Sheboygan Common Council. At all times relevant to the complaint and through the end of 2014, once the premium has been set, represented employees paid a share of the premium set by their collective bargaining agreements, while non-represented employees paid a share of the premium set by the City of Sheboygan.

19. In addition to receiving the employee payment of health and dental insurance premiums, the Health Fund also receives premiums contributions from the City of Sheboygan and/or the various departments of the City of Sheboygan that employ the Plaintiffs, contributions from both Medicare eligible and non-Medicare eligible retirees, and contributions from persons who participate in the City insurance program through COBRA insurance. The Health Self Insurance fund also receives some investment income each year.

20. The Health Fund does not segregate the contributions and premiums that it receives by either the identity of the payer, nor between monies received during the current year and previous years. Consequently, each dollar maintained in the Health Fund has an equal probability of being transferred to the payee, when a payment is made out of the Health Fund.

21. When the Plaintiffs are or were covered by collective bargaining agreements, their hourly wage rates were set by the collective bargaining agreements.

22. Plaintiffs who were not covered by collective bargaining agreements received an annual review with their supervisors/managers, which generally occurred around their anniversary date. During the annual review the Plaintiff would be informed of either a change to his hourly wage rate, or that his hourly wage rate would remain the same for the next year. During the annual reviews the City of Sheboygan did not inform the employees of its right to, and did not make a reservation of right to reduce the wage rates promised during the annual reviews.

23. On the Plaintiffs' paychecks their weekly gross wages are calculated using the wage rates that are required either by the collective bargaining agreements applicable to them, or set by their annual reviews. Once the gross wages are calculated, then deductions including but not limited to the health and dental insurance premiums are made from the gross wages, resulting in the net wage that is actually paid to the employees.

24. The City of Sheboygan therefore counted 100% of the health and dental insurance premiums deducted from the paychecks of the Plaintiffs towards its payment of wages to the Plaintiffs at rates required by their collective bargaining agreements and/or annual reviews.

25. The City of Sheboygan maintains a self-insured Workers Compensation Fund ("Workers Comp Fund"). In October of 2012, the City of Sheboygan Common Council adopted

a resolution providing that there should be a balance of $1.5 million dollars in the Workers Comp Fund, and a combined balance of $4.5 million dollars in the Workers Comp Fund and the Health Fund.

26. Near the end of 2012, as a result of excess premium contributions charged by the Defendant to the Plaintiffs, retirees, COBRA participants, and the Departments of the City of Sheboygan, the Health Fund had a balance in excess of $5.5 million dollars.

27. In order to comply with the Common Council resolution, on December 31, 2012 the City of Sheboygan transferred the amount of $1,622,864 from the Health Fund to the Workers Comp Fund. Once placed in the Workers Comp Fund, the $1,622,864 was earmarked to, and at least some of the monies have already been used to discharge the City of Sheboygan's liabilities imposed by the Wisconsin Workers Compensation Statute, Chapter 102 of the Wisconsin statutes.

28. Calculated proportionally, as necessary given that regardless of source each dollar placed into the Health Self Insurance Fund had an equal probability of being spent at any time, the $1,622,864 transferred from the Health Fund into the Workers Comp Fund included at least $120,000 in health and dental premium payments made by the Plaintiffs in 2012, and at least $25,000 in health and dental premium payments made by the Plaintiffs prior to 2012.

29. On December 31, 2013, the City of Sheboygan transferred $68,795 from the Health Fund into the Workers Comp Fund. Since the Health Fund was not divided between funding sources in 2013, the $68,795 included approximately $5,000 in health and dental premium payments made by the Plaintiffs in 2013, and at least $2,000 in health and dental premium payments made by the Plaintiffs prior to 2013.

30. Upon information and belief, on December 31, 2014 the City of Sheboygan will

transfer a yet to be determined amount from the Health Self Insurance Fund into the Workers Comp Fund. The 2014 transfer will include both health and dental premium payments made by the Plaintiffs in 2014, and health and dental premium payments made by the Plaintiffs prior to 2014.

II. Facts Related to Bonus Payments to Employees Receiving Wage Rates Higher than the Maximum Rate of the Wage Scale.

31. Pursuant to the City of Sheboygan's most recent compensation plan for non-represented employees, a maximum rate is set for each classification held by the City of Sheboygtan's non-represented employees.

32. During the year of 2012, the City of Sheboygan provided to its non-represented employees, who were already receiving a wage rate higher than the maximum rate for their classification, a mandatory bonus payment. The mandatory bonus payment was made to the Plaintiffs as a substitute for wage increases, which they were not eligible to receive because their wage rate was already higher than the set maximum rate for their respective classifications.

33. Those City of Sheboygan employees who did receive a wage increase for the year 2012 had the wage increase paid to them throughout 2012.

34. A number of employees who received the mandatory bonus payment from the City of Sheboygan in 2012 were covered by a union collective bargaining agreement during 2011, and had received wage increases required by said collective bargaining agreement(s) throughout 2011.

35. Since the City of Sheboygan would not pay employees both a contractual wage increase and a bonus for the same hours worked, the 2012 mandatory Over the Scale Bonus was compensation for the Plaintiffs' work in 2012, rather than their work in 2011.

36. Beginning in 2013, the Plaintiffs who received a wage rate higher than the set

maximum rate for their classification were eligible to receive an annual bonus from the City of Sheboygan, as compensation for their ineligibility for receiving wage increases from the City of Sheboygan. Since the City of Sheboygan would not pay two separate bonuses to its employees for their same hours worked, and the 2012 mandatory bonuses already paid the Plaintiffs for their hours worked in 2012, any 2013 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2013; while any 2014 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2014.

37. During the years of 2013 and 2014, the annual bonuses were paid to the Plaintiffs after their annual reviews, which occurred around the time of their anniversary dates with the City of Sheboygan, and in most cases long before the end of the calendar year covered by the bonus payments.

38. During the years of 2012 through 2014, the City of Sheboygan did not include the Over the Scale Bonuses paid to Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

III. Facts Related to Education Bonus Payments.

39. For many of the Plaintiffs the City of Sheboygan paid an education bonus, directly to the Plaintiffs, for completion of post-secondary education credit hours and/or degrees.

40. In each case the education bonuses were mandated by the applicable collective bargaining agreements and/or policies binding upon the City of Sheboygan.

41. The City of Sheboygan therefore did not retain any discretion to deny the payment of education bonuses to Plaintiffs who had the requisite post-secondary education hours and/or degrees. The education bonuses therefore were contractually required payments rather than gifts.

42. The education bonuses are not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and other regular days of rest, nor as a premium for the employees' work outside their regular established work days and work hours. Plaintiffs received the education bonuses regardless of when the credits and/or degrees were received; and during each year for the same credits and/or degrees received.

43. During the years of 2012 through 2014, the City of Sheboygan did not include the education bonuses paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

IV. Facts Related to the Health Reimbursement Account Contributions.

44. During the years of 2012 and/or thereafter, the City of Sheboygan made contributions to the Health Reimbursement Accounts of certain of the Plaintiffs.

45. The contributions made by the City of Sheboygan to its employees' Health Reimbursement Accounts are revocable, given that employees could no longer use the contributions remaining in their Health Reimbursement Accounts once their employment with the City of Sheboygan ends through termination for cause.

46. During the years of 2012 through 2014, the City of Sheboygan did not include the revocable Health Reimbursement Account Contributions paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

V. Facts Related to Bonus Payments for Opting Out of the Health Insurance.

47. At all times between 2012 and 2014, the City of Sheboygan was required by its collective bargaining agreements and binding policies to pay to the Plaintiffs, who opted out of the City's health insurance, a payment of $1,200 per year in cash. The payments were directly

made to the Plaintiffs, rather than to a third party administrator.

48. Employees who opted out of the City's Health Insurance for a portion of a year, before successfully reenrolling in the City's health insurance received a pro-rated portion of the $1,200 per year cash payment.

49. The City of Sheboygan ore did not retain any discretion to deny the payment of the full or pro-rated portion of the $1,200 per year cash payment, to Plaintiffs who opted out of the Health Insurance. The cash payments for opting out of the health insurance therefore were contractually required payments rather than gifts.

50. The cash payments for opting out of the health insurance were not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and regular other days of rest, and were not paid to the Plaintiffs as a premium for their work outside their regular established work hours.

51. During the years of 2012 through 2014, the City of Sheboygan did not include the cash payments for opting out of the health insurance, paid to the Plaintiffs in cash, in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

VI. Collective Action Factual Allegations.

52. Pursuant to 29 U.S.C. §216(b), the same collective action certification procedures are applicable for the Plaintiffs' FLSA overtime rate calculation claims, regardless of whether those claims are brought in federal or state court.

53. Named Plaintiffs bring their third count for relief under the Fair Labor Standards Act, on own behalf of themselves and all other similarly situated current and former full and part

time employees of the City of Sheboygan ("FLSA Class"), pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b).

54. The proposed FLSA Class will consist of four sub-classes: Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay, those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay, those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay, and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

55. At least one of the named plaintiffs is similarly situated to members of each of the proposed FLSA subclasses, in that they were subject to the City of Sheboygan's common practice, policy, or plan of (a) failing to count their over-scale bonus payments toward their regular rate for overtime pay; (b) failing to count their education bonus payments toward their regular rate for overtime pay; (c) failing to count the revocable Health Reimbursement Account contributions that they received toward their regular rate for overtime pay; and (d) failing to count their cash payments received for opting out of the City health insurance towards their regular rate for overtime pay.

56. For each of the proposed FLSA subclasses, the named plaintiff(s) are similarly situated to the remaining members of the class in that they received cash payments for overtime during the years of 2012 to 2014, so that the City of Sheboygan's identical practices, policies, and plans outlined in the prior paragraph resulted in a diminution of overtime pay received both by the named plaintiffs' and the remaining members of each of the proposed FLSA subclasses.

57. The Plaintiffs' claim for relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of each of the four proposed FLSA subclasses that are similarly situated to the named plaintiffs, and have claims that are similar to the named plaintiffs' claims for relief under the FLSA.

58. Following the filing of this Complaint, members of the FLSA Class may sign Consent to Sue forms, and agree to "opt in" as plaintiffs to this litigation.

59. The claims of the named plaintiffs are representative of the claims of members of the FLSA Class in that they were all overtime pay eligible employees of the City of Sheboygan who did not receive the full amount of overtime pay required by the FLSA, as a result of the City of Sheboygtan's unlawful policy, procedure, or plan to exclude portions of their compensation from calculating their regular rate for overtime pay.

60 The names and addresses of the FLSA Class are available from Defendants, and notice should be provided to the FLSA Class via first class mail to their last known address as soon as possible.

VII. CLASS ACTION ALLEGATIONS PURSUANT TO WIS. STAT. §803.08.

61. Named Plaintiffs bring their Wisconsin law claims on behalf of themselves, as well as all other similarly situated and eligible current and former full time and part time employees of the City of Sheboygan, pursuant to the Wisconsin class action statute, Wis. Stat. §803.08.

62. Plaintiffs propose a Wisconsin class including five sub-classes: Plaintiffs whose health insurance premium payments were indirectly contributed towards defraying the costs of paying for the City of Sheboygan's obligations under the Wisconsin Workers' Compensation

statute, so that they did not receive the full amount of wages required by their collective bargaining agreements and/or annual reviews; Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay; those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay; those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygtan were not included in calculating their regular rate for overtime pay; and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

63. The Plaintiffs' claims against the Defendants present questions of common and general interest to all of the Plaintiffs including whether the City of Sheboygan indirectly used deductions from the employees' wages towards its costs of fulfilling its obligations under the Wisconsin Workers Compensation statutes; whether as a result the monies indirectly used to fund Sheboygan's obligations under the Wisconsin Workers Compensation statutes can no longer count as wages paid by the City of Sheboygan to the Plaintiffs, whether the Plaintiffs as a result have received the full amount of wages required by Wis. Stat. §109.03(1) and (5); and whether the City of Sheboygan is permitted by Wisconsin law to exclude certain bonuses, Health Reimbursement Account, and insurance opt-out payments, when calculating the Plaintiffs' regular rate used to calculate their overtime pay.

64. City of Sheboygan employs and employed several hundred employees who paid health insurance premiums to the City of Sheboygan through payroll deductions at all times between 2011 and 2014.

65. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the Over the Scale Bonuses, worked at least

one hour of overtime for which he was paid in cash during a year in which they received the bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

66. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received education bonuses, worked at least one hour of overtime for which he was paid in cash during a year in which they received the education bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

67. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the revocable Health Reimbursement Account contributions, worked at least one hour of overtime which he was paid in cash during a year in which they received the contributions, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said contributions from calculating the regular rate for the Plaintiffs.

68. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received an annual cash payment for opting out of the City health insurance, worked at least one hour of overtime for which he was paid in cash during a year in which they received the cash payment, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said annual cash payment from calculating the regular rate for the Plaintiffs.

69. For each of the five proposed subclasses of the Plaintiff's §803.08 class, there are

dozens if not hundreds of members of the proposed subclasses, so that the members of each of the proposed subclasses are very numerous, and it would be impractical to bring all of the Plaintiffs before the Court as individual and separate plaintiffs.

70. The Plaintiffs are adequate representatives of the class in that for each subclass the named class representatives lost legally required compensation as a result of the same City of Sheboygan policies as the remaining members of the subclass, have a direct financial interest in obtaining affirmative answers to the common questions listed in paragraph 65 of the complaint, and have retained experienced and competent counsel to represent the class.

71. The benefits of the class action far outweigh any burdens it would impose in that each of the common questions posed by paragraph 65 of the Complaint can be resolved as a question of law, on a class-wide basis, and based upon largely undisputed background facts; and given that the amount of damages that the Plaintiffs have sustained can be calculated using the payroll and insurance contribution records maintained by the City of Sheboygan.

72. Additionally, given that the amount of damages that individual Plaintiffs have suffered as a result of the Defendant's violation of Wisconsin wage and hour laws are small, when compared to the likely costs of litigating the Plaintiffs' claims against the Defendant, a class action is the only available procedure to make judicial resolution available for the claims of all Plaintiffs; and to ensure that the claims of the Plaintiffs are resolved in a uniform manner, rather than through hundreds of mini-trials resolving the identical factual and legal issues.

Count I. Failure to Pay Full Amount of Wages Required by Law In Violation of Wis. Stat. §109.03(1) and (5).

73. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-72 of the Complaint.

74. The City of Sheboygan transferred monies from the Health Fund, including

employee health and dental insurance premium payments, into the Workers Comp Fund, so that the transferred monies could be, and were used to defray its expenses of complying with its obligations imposed by the Wisconsin Workers' Compensation statute, during at least 2012 and 2013, and upon information and belief in 2014 as well.

75. Pursuant to Wis. Stat. §102.16(3), no wage deductions from the paychecks of employees may be used, directly or indirectly, for the purpose of discharging an employer's obligations imposed by the Wisconsin Workers' Compensation statute.

76. Plaintiff health and dental insurance premium payments, upon their transfer from the Health Fund to the Workers Comp Fund, could no longer constitute wages paid by the City of Sheboygan to its employees.

77. Pursuant to Wis. Stat. §109.03(1) and (5), an employer is required to pay to its employees the full amount of wages owed to them, and no agreement between an employer and either its employees or their bargaining representative can waive the employees' right to the full amount of wages owed to them.

78. Wis. Stat. §109.03(1) and (5) authorizes the collection of wages which became unpaid long after the work that earned the wages had been performed.

79. The City of Sheboygan is required by its collective bargaining agreements, policies, and annual reviews to pay to the Plaintiffs wages at the rates promised to them, for each and every hour that they performed work for the City of Sheboygan.

80. Once a portion of the Plaintiffs' health and dental insurance contributions were transferred by the City of Sheboygan to its Self-Insured Workers Comp Fund, so that he transferred contributions could no longer count towards wages paid by the City of Sheboygan to its employees, the Plaintiffs were no longer receiving the full amount of wages promised by the

City of Sheboygan through its collective bargaining agreements, policies and annual reviews.

81. The Plaintiffs are therefore entitled to recover from the City of Sheboygan the full amount of the difference between the wages that they have received from the City of Sheboygan, once the transfers from the Health Self Insurance Fund to the Workers Compensation Fund during the years of 2012 to 2014 have been taken into account; and the amount of wages that they are entitled to receive, calculated using the rates promised by the City of Sheboygan through its collective bargaining agreements, policies, and annual reviews.

82. The amount of total wages owed to the Plaintiffs equal the full amount of active employee health and dental insurance premium payments transferred by the City of Sheboygan from the Health Fund to the Workers' Comp Fund.

83. In addition, the Plaintiffs are entitled to 50% increased damages for all of their unpaid wages, plus their reasonable attorneys fees and costs of prosecuting their wage claim.

II. Failure to Pay Correct Amount of Overtime Pay under Wisconsin law.

84. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-83 of the complaint.

85. DWD §274.03 provides that for all hours worked over 40 per week, all employees shall receive overtime pay equal to at least one and one half his regular rate. All overtime wages required to be paid by the DWD regulations are enforceable through a lawsuit brought under Wis. Stat. §109.03(5).

86. While no Wisconsin statutes or regulations have defined what constitutes the employees' regular rate, DWD §274.03 is identically worded to 29 U.S.C. §207(a)((2)(C), the provision of the Fair Labor Standards Act requiring the calculation of overtime pay using the employee's regular rate. The same definition of the regular rate under the FLSA therefore is also

applicable, when interpreting DWD §274.03 and Wis. Stat. §109.03(5).

87. 29 U.S.C. §207(e) defines the sums paid by the employer to its employees, which can be excluded from determining the regular rate at which the employee is employed. Under §207(e)(3), bonus payments can be excluded from the determination of the regular rate only if they are discretionary rather than mandatory, and only if the bonus payments are determined at or near the end of the period of work for which the bonus serves as payment.

88. Applying §207(e)(3) as interpreted by the United States Department of Labor, the Over-the Scale Bonuses received by the Plaintiffs in 2012 must be included in calculating the Plaintiffs' regular rate because it was a mandatory, rather than a discretionary bonus.

89. Similarly, the Over-the-Scale Bonuses received by the Plaintiffs in 2013 and 2014 were in most cases determined long before the end of the calendar year, the period of work for which the bonus payments served as compensation. The Over-the-Scale bonuses received by the Plaintiffs in 2013 and 2014 therefore must also be included in calculating the Plaintiffs' regular rate.

90. The education bonuses received by the Plaintiffs must be included in calculating the Plaintiffs' regular rate in that they were mandatory rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

91. The cash payments received by the Plaintiffs for opting out of the City health insurance must be included in calculating the Plaintiffs' regular rate in that they were mandatory

rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

92. The Health Reimbursement Account contributions that the City of Sheboygan made to the Plaintiffs cannot constitute irrevocable contributions within the meaning of §207(e)(4), when the Plaintiffs would lose their right to access the contributions, once they were terminated for cause.

93. The Health Reimbursement Account Contributions therefore must be included in calculating the Plaintiffs' regular rate.

94. By failing to comply with the requirements outlined in paragraphs 87 to 93 of the Complaint, the City of Sheboygan paid overtime pay to the plaintiffs at a rate lower than one and one half times the regular rate at which they are employed, for their hours worked over 40 per week that were paid by the City of Sheboygan in cash, in violation of DWD §274.03 and Wis. Stat. §109.03(1) and (5).

95. The Plaintiffs are eligible for, in addition to all overtime pay required by law, 50% of the unpaid overtime pay as increased damages under Wis. Stat. §109.11(2); as well as their actual attorneys fees and costs incurred by prosecuting their wage claims against the City of Sheboygan pursuant to Wis. Stat. §109.03(6).

III. Failure to Pay Correct Amount of Overtime Pay Under FLSA.

96. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1-95 of the complaint.

97. By failing to include the Over-the Scale Bonuses, Education Bonuses, Revocable Health Reimbursement Account contributions, and cash payments for opting out of the health insurance in the calculation of the Plaintiffs' regular rate for overtime pay, the City of Sheboygan violated 29 U.S.C. §207(a)(2)(C), for the same reasons that its calculation of the regular rate also violated parallel provisions of Wisconsin law.

98. The City of Sheboygan's violation of §207(a)(2)(C) is willful in that it should have known, by conducting a minimal investigation into the exemptions outlined by §207(e) and regulations of the Department of Labor interpreting the exemptions, that non-discretionary bonus payments, discretionary bonus payments that the employees were told they would receive long before the end of the time period covered by the bonus payments, annual education bonuses, revocable health insurance contributions, and cash payments to the employee for declining the City's health insurance are not included within the exemptions listed in §207(e).

99. The Plaintiffs' FLSA claims are therefore subject to the longer three year statute of limitations to seek redress for the City of Sheboygan's willful violations of the FLSA.

100. The Plaintiffs are entitled to receive, in addition to all wages owed to them under the FLSA, 100% of the owed wages as liquidated damages, plus their reasonable attorneys fees and costs of prosecuting their FLSA claims.

WHEREFORE, the Plaintiffs respectfully move the Court to enter an order that:

1. Certifies each of the collective and Wis. Stat. §803.08 classes outlined in this complaint;

2. Awards to the Plaintiffs all wages, liquidated damages and increased wages, and attorneys fees and costs prayed for by the complaint;

3. Awards to the Plaintiffs such other and further relief as the Court deems just and

proper.

Dated this 19th day of December, 2014.

Yingtao Ho (State Bar No. 1045418)
THE PREVIANT LAW FIRM, S.C.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53212
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

Sheboygan. I understand that this consent will be filed simultaneously with a lawsuit against the City of Sheboygan to recover unpaid overtime compensation, retaliation damages, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the last two years as well as the last three years, I have worked for the City of Sheboygan in excess of forty (40) hours in individual work weeks and I have not been paid all of the overtime wages owed to me pursuant to 29 U.S.C. §201 *et seq.*

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Full Legal Name: DANIEL J. GILBERTSON Dated: 12-19-14

Signed: Daniel J. Gilbertson

VI

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

Your Committee to whom was referred R. O. No. 222-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Coretta E. Munoz v. City of Sheboygan et al.; recommends that the document be referred to the new Common Council.

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.6

R. O. No. 222 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a Summons and Complaint in the matter of Coretta E. Munoz vs. the City of Sheboygan et al.

Finance

Susan Richards
City Clerk

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

TRANSIT MUTUAL INSURANCE CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

1/9/15 at 4:10 pm
City of Sheboygan
828 Center Avenue, Sheboygan
Susan Richards
Corporate Service

Case No. 15CV0017

JAN 9'15 PM 4:06
SHEBOYGAN COUNTY WI
'15 JAN -9 P2:09
CLERK CIRCUIT COURT
FILED

SUMMONS

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

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

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 607 North 8th Street, Ste. 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of January, 2015.

ROHDE DALES LLP

By _____
Jacob R. Sundelius
An Associate of the Firm
State Bar No. 1096476
Attorneys for Plaintiff

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

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

Case No. 15CV0017

TRANSIT MUTUAL INSURANCE CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

CLERK CIRCUIT COURT
FILED
'15 JAN -9 P2:09
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiff Coretta E. Munoz, through her attorneys, Rohde Dales LLP, as a Complaint against the Defendants, alleges as follows:

1. Plaintiff Coretta E. Munoz (Munoz) is an adult resident of Sheboygan County, residing at 428 St. Clair Avenue, Apartment 2, Sheboygan.

2. The City of Sheboygan is a Wisconsin Municipal Corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant Transit Mutual Insurance Corporation of Wisconsin (Transit Mutual) is a domestic insurance company with its principal place of business located at 2575 South Memorial Drive, Appleton, Wisconsin 54915. Upon information and belief, Transit does substantial business in Sheboygan County including its coverage of the City of Sheboygan.

4. Defendant Shoreline Metro is a domestic company with its principal place of business located in Sheboygan County at 608 S. Commerce Street, Sheboygan, Wisconsin.

5. Upon information and belief, defendant Scott Wilke is an adult resident of Sheboygan County, residing at N 6401 County Road M, Sheboygan Falls, Wisconsin.

6. Upon information and belief, Shoreline Metro is wholly owned by The City of Sheboygan.

7. Upon information and belief, Shoreline Metro is wholly operated by the City of Sheboygan.

8. Upon information and belief, at all times material, hereto, there was in full force and effect one or more policies of liability insurance issued by Transit Mutual to or covering the City of Sheboygan. Transit Mutual agreed to indemnify the City of Sheboygan with respect to any and all liability or damages suffered by a third person as a result of the negligent operation of Shoreline Metro busses. Therefore, Transit Mutual is a proper party to this action.

9. Munoz provided the City of Sheboygan proper notice of claim on or about March 10, 2014 as required by Wis. Stat. § 893.80.

10. The City of Sheboygan did not respond to Munoz's notice of claim.

FIRST CLAIM FOR RELIEF – NEGLIGENCE OF SCOTT WILKE

11. Munoz incorporates as if fully set forth herein all of the preceding allegations of the Complaint contained in paragraphs 1 through 10.

12. On or about December 11, 2013, at between approximately 4:00 and 5:00 p.m., Munoz was traveling by bus (the Bus) via Shoreline Metro.

13. Upon information and belief, at that same time and place, Scott Wilke was operating the Bus.

14. Upon information and belief, Scott Wilke caused the Bus to come to an abrupt stop.

15. Upon information and belief, Scott Wilke was negligent in the operation of the Bus as to speed, lookout, management, and control.

16. As a direct and proximate result of the negligent acts and omissions on the part of Scott Wilke, Munoz sustained injuries to her person, some of which may be permanent, resulting in past and future medical and related expenses and past and future pain, suffering, and disability.

SECOND CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

17. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 16.

18. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of Shoreline Metro.

19. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of Shoreline Metro to operate the Bus.

20. The driver of the Bus's, who upon information and relief was Scott Wilke, actions driving the Bus on or about December 11, 2013, were within the scope of his employment.

21. Shoreline Metro is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

THIRD CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

22. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 21.

23. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of the City of Sheboygan.

24. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of the City of Sheboygan to operate the Bus.

25. The driver of the Bus's, who upon information and relief Scott Wilke, actions driving the Bus on was or about December 11, 2013, were within the scope of his employment.

26. The City of Sheboygan is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

WHEREFORE, Plaintiff Coretta Munoz demands judgment against Defendants City of Sheboygan, Transit Mutual Insurance Corporation of Wisconsin, Shoreline Metro, and Scott Wilke as follows:

A. Damages to be determined by the trier of fact;

B. The costs and disbursements of this action; and

C. For such other and further relief as the court deems just and equitable.

PLAINTIFFS HEREIN DEMAND TRIAL BY A 12-PERSON JURY.

Dated this 9th day of January, 2014.

ROHDE DALES LLP

By: _____

Jacob R. Sundelius
An Associate at the Firm
State Bar No. 1096476
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone (920) 458-5501
Facsimile (920) 458-5874

VI

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

Your Committee to whom was referred R. O. No. 267-14-15 by the City Clerk submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.; recommends that the document be referred to the new Common Council.

refer to new Council

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

10.4

R. O. No. 267 - 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a claim from Rachel Colbath for alleged injuries when she slipped and fell on ice crossing the street on Michigan Ave.

Finance

New C.C.

Susan Richards
City Clerk

DATE RECEIVED _____ RECEIVED BY _____

MAR 16 '15 PM 12:21

CLAIM NO. 31-14

emailed + received 3-16-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Rachel L. Colbath
2. Home address of Claimant: 2350 N. 13th Street Sheboygan, WI 53083
3. Home phone number: 1(920) 980-8256 cell, 1(920) 783-8033 home
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 2/14/15 2:00pm
6. Where did damage or injury occur? (give full description) the "parkway" on Michigan Avenue in front of El Camino Restaurant by the parking meters, just to the west of the restaurant entrance. See attached photos.
7. How did damage or injury occur? (give full description) Slipped and fell on ice while walking to my vehicle, which was parked across the street from El Camino facing west on Michigan Avenue.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: N/A
   (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: location of the ice on public property was the red cobblestone parkway area around the parking meters. See attatched photos.
   (b) Claimant's statement of basis for such liability: The area past the sidewalk referred to as "parkway" is property of the City of Sheboygan, as parking meters are city property - therefor this area is to be kept clear of snow/ice by the City of Sheboygan.

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

Fractured fibula, distal left. Required surgery. Torn ligament, requiring physical therapy in the near future. Per orthopedic surgeon - no work 2mo. at least

11. Name and address of any other person injured: N/A

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

Auto: $ N/A

Property: $ N/A

Personal injury: $ pending

Other: (Specify below $ lost wages - pending.

TOTAL pending medical bills

Damaged vehicle (if applicable)

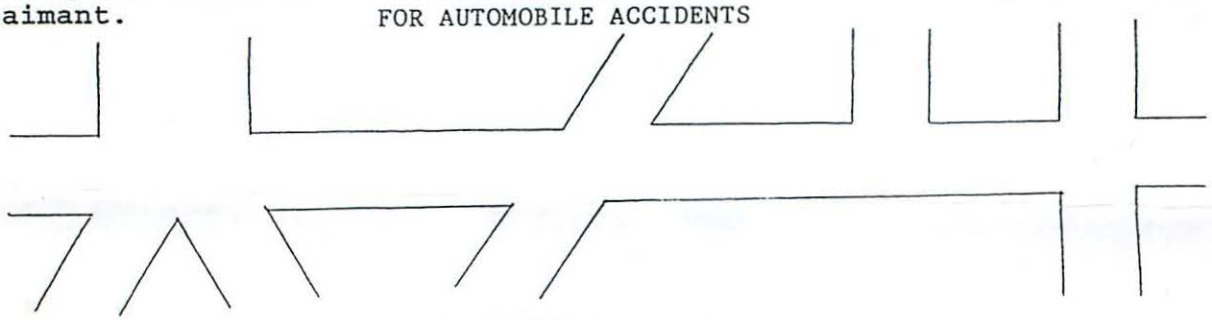
Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

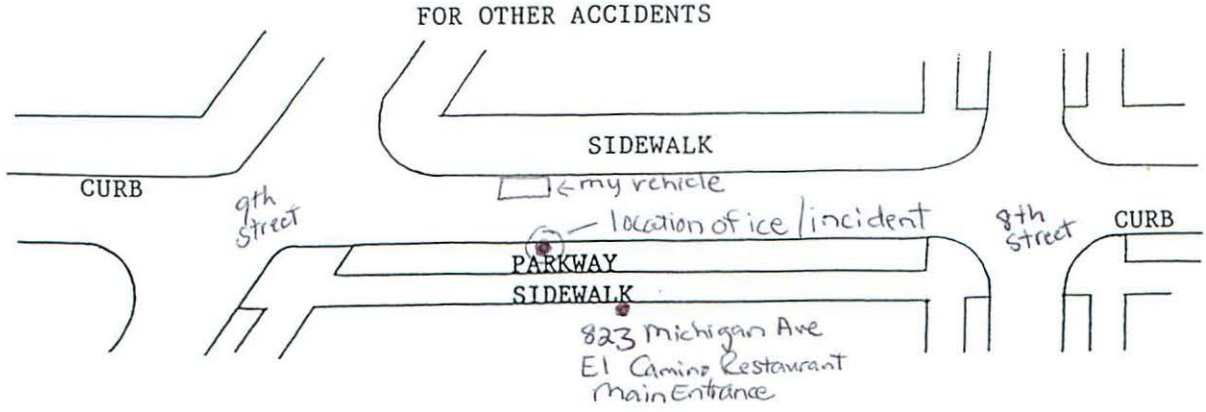
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [signature] Date: 3-8-15

DATE RECEIVED _____ RECEIVED BY MAR 16 '15 PM12:22

CLAIM NO. 31-14

CLAIM

Claimant's Name:	Rachel L. Colbath	Auto	$ N/A
Claimant's Address:	2350 N. 13th Street	Property	$ N/A
	Sheboygan, WI 53083	Personal Injury	$ Pending
Claimant's Phone No.	1(920)980-8256, 1(920)783-8033	Other (Specify below)	$ pending
		TOTAL	pending

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

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

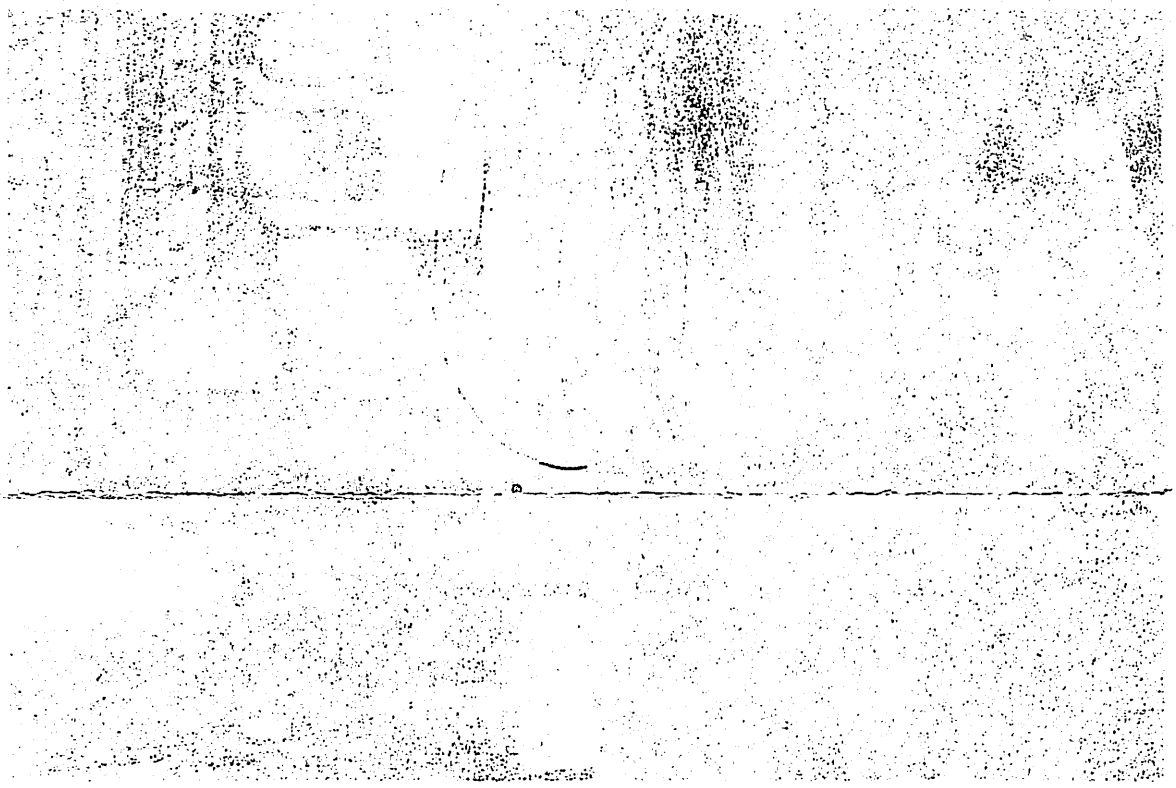
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ Pending.

SIGNED: Rachel Colbath DATE: 3-8-15

ADDRESS: 2350 N. 13th Street Sheboygan, WI 53083

823 Michigan Avenue, Sheboygan

Photos taken on 2/14/15
3:30pm



NO
PARKING

XI

Other Matters

10.3

R. O. No. 266- 14 - 15. By CITY CLERK. March 16, 2015.

Submitting a Petition to stop the rezoning of property located at 3306 Saemann Ave. (Field of Dreams).

Susan Richards
City Clerk

Lies over to April 8th

Petition to Stop the Rezoning/Destruction of the Field of Dreams

We, the undersigned, property owners within 100 feet of the proposed rezoning of the Field of Dreams, want the Field of Dreams to remain a recreational green space in its current North-side location. We ask that the rezoning of the Field of Dreams from Suburban Residential-5 (Passive Outdoor Public Recreation) to Suburban Office or to any zoning other than park or residential, be denied.

MAR 16 '15 AM11:40

Printed Name	Signature	Address, City, State	Date	Owner ?
JOSEPH M EDINGER	Joseph & Evelyn	3405 SAEMANN AVE SHEBOYGAN WI	3/14/15	Yes
Sheryl Schuessler	Sheryl Schuessler	3603 Saemann Ave, Sheb WI	3/14/15	yes
Gregg Schuessler	Gregg Schuessler	3603 Saemann Ave. Sheboygan WI	3/14/15	Yes
Dana Bemis	Dana E Bemis	3612 Saemann Ave Sheboygan WI	3/14/15	YES
Evelyn Kress	EVELYN KRESS	1911 N 38 ST SHEBOYGAN	3/14/15	YES
MIKE RILEY	M I R	2122 N 36TH ST SHEBOYGAN	3/14/15	YES
Ronald Goodson	RONALD GOODSON	3606 GEELE AVE SHEBOYGAN	3-14-15	YES
Herb Tyler	Herb Tyler	3514 Geele Ave Sheboygan	3-14-15	Yes
Jane Tyler	Jane Tyler	3514 Geele Ave. Sheboygan, WI	3-14-15	yes
Paul Weber	Paul Weber	2206 N 35 St Sheboygan Wis	3-14-15	yes
ART LARSO	Art Larso	2208 N. 34TH SHEBOYGAN W.	3-14-15	YES
Melissa Braesch	Melissa Braesch	3320 Geele Ave., Sheboygan, WI	3-14-15	Yes
MATT BRAESCH	Matt Braesch	3320 GEELE AVE SHEBOYGAN WI	3/14/15	YES
Janet Steffensmeier	Janet Steffensmeier	3314 Geele Ave. Sheboygan WI	3-14-15	Yes
Dennis Steffensmeier	Dennis Steffensmeier	3314 Geele Ave Sheboygan WI	3-14-15	yes
Kymberly Merrill	Kymberly Merrill	3230 Geele Ave 53083	3-14-15	yes
Ken Merrill	Ken Merrill	3230 Geele Ave Sheboygan 53083	3-14-15	

MAR 16 '15 AM 11:42

We, the undersigned, property owners within 100 feet of the proposed rezoning of the Field of Dreams, want the Field of Dreams to remain a recreational green space in its current North-side location. We ask that the rezoning of the Field of Dreams from Suburban Residential-5 (Passive Outdoor Public Recreation) to Suburban Office or to any zoning other than park or residential, be denied.

Person circulating this petition: Debbie Desmoulin Address: 1704 N. 35th St City: Sheboygan Zip Code: 53081

Printed Name	Signature	Address, City, State	Date	Owner ?
Catherine Mertz	Catherine Mertz	3603 Geele Ave. Sheboygan WI	3-15-2015	No
Sandra Henke	Sandra Henke	3207 N. 35th St. Sheboygan, WI.	3-15-15	Yes
Brad Fisher	Brad Fisher	1724 N 35TH ST Sheboygan WI	3-15-2015	YES

rec'd by City Clerk
3/16/15 S Richards

5.2

R. O. No. 265 - 14 - 15. By CITY PLAN COMMISSION. March 16, 2015.

Your Commission to whom was referred Gen. Ord. No. 47-14-15 by Alderpersons VanderWeele and Van Akkeren amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 10, 2015, and after due consideration, recommends approval of the General Ordinance.

Lies over to April 8th

Director of Planning and Development

X

6.1

Gen. Ord. No. 47 - 14 - 15. By Alderpersons VanderWeele and Van Akkeren. March 2, 2015.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 3306 Saemann Ave. from Public Parks and Open Space to Institutional and Community Facilities Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Public Parks and Open Space to Institutional and Community Facilities Classification:

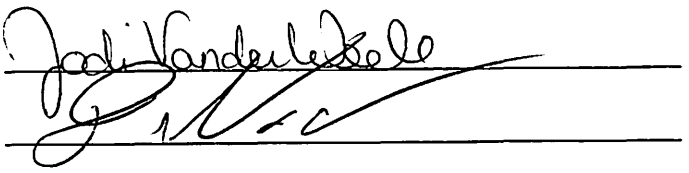
Property located at 3306 Saemann Ave.:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SEAMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

City Plan approve

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



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

_____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

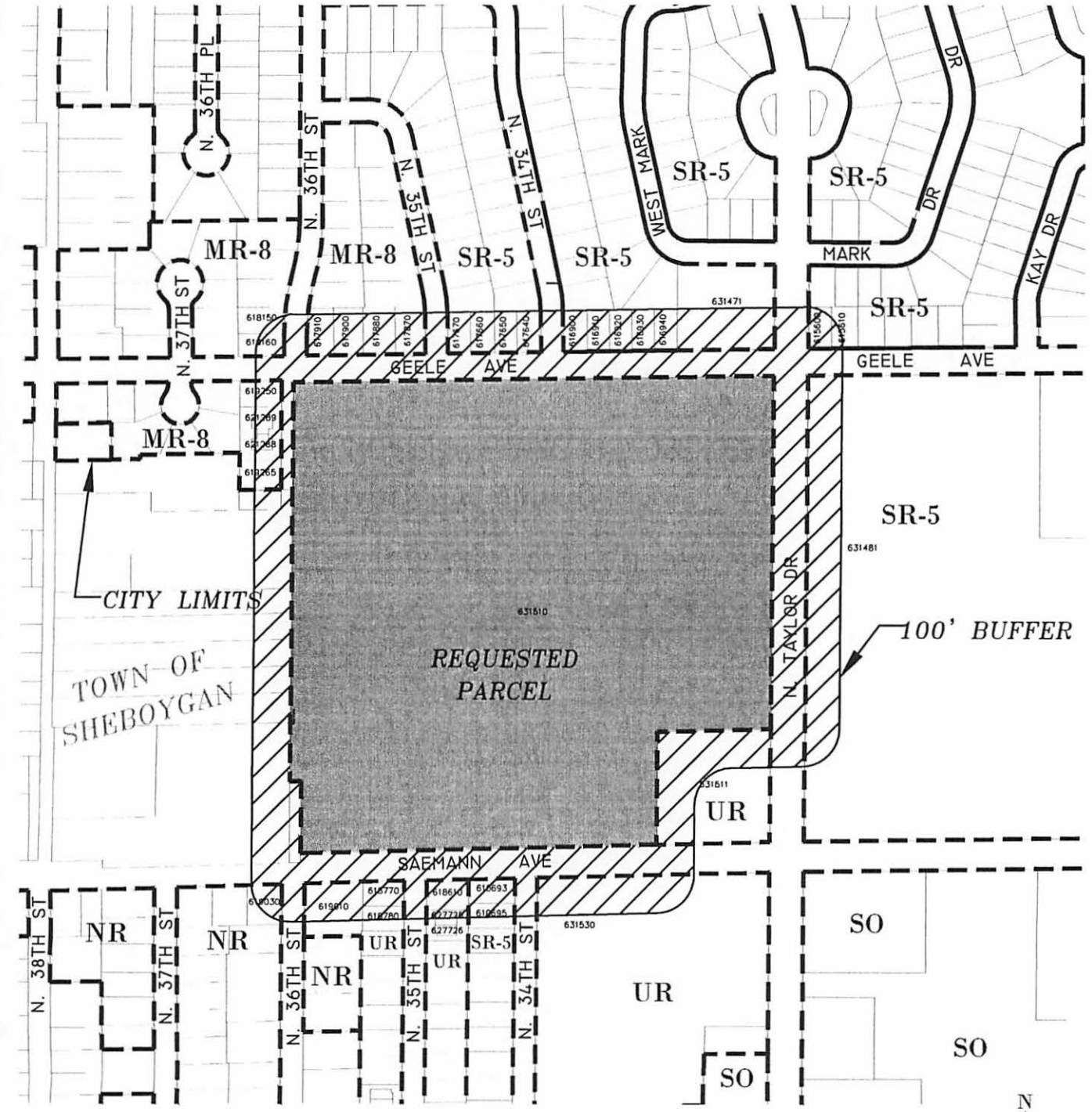
PROPOSED COMPREHENSIVE PLAN AMENDMENT

FROM PUBLIC PARKS AND OPEN SPACE

TO INSTITUTIONAL AND COMMUNITY FACILITIES

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches

1" = 400'

N W E S

PROPOSED COMPREHENSIVE PLAN AMENDMENT

FROM PUBLIC PARKS AND OPEN SPACE

TO INSTITUTIONAL AND COMMUNITY FACILITIES

SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 1 OF 2 FOR VICINITY MAP

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" W ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. 300' TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" W ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

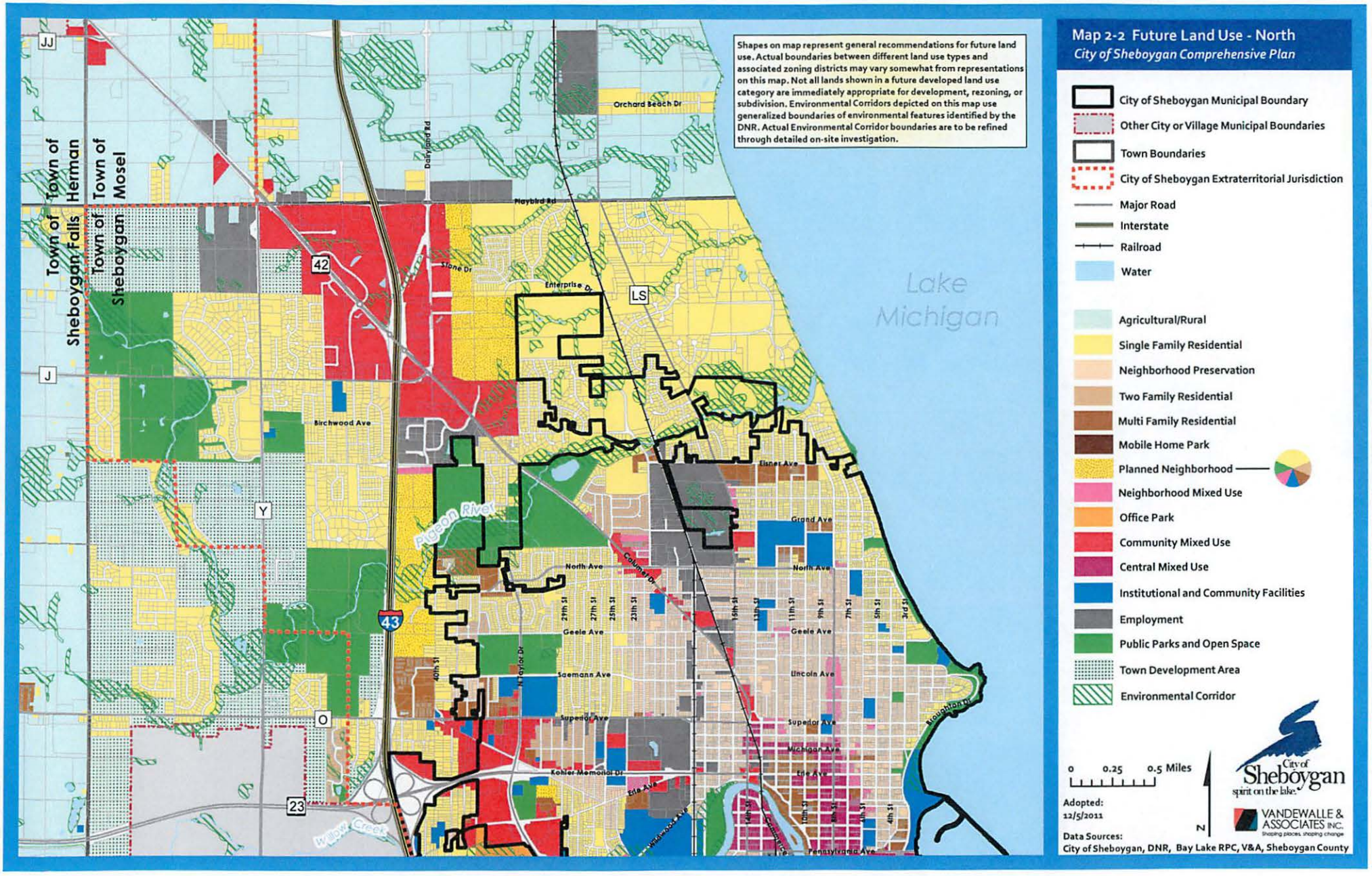
NR - NEIGHBORHOOD RESIDENTIAL

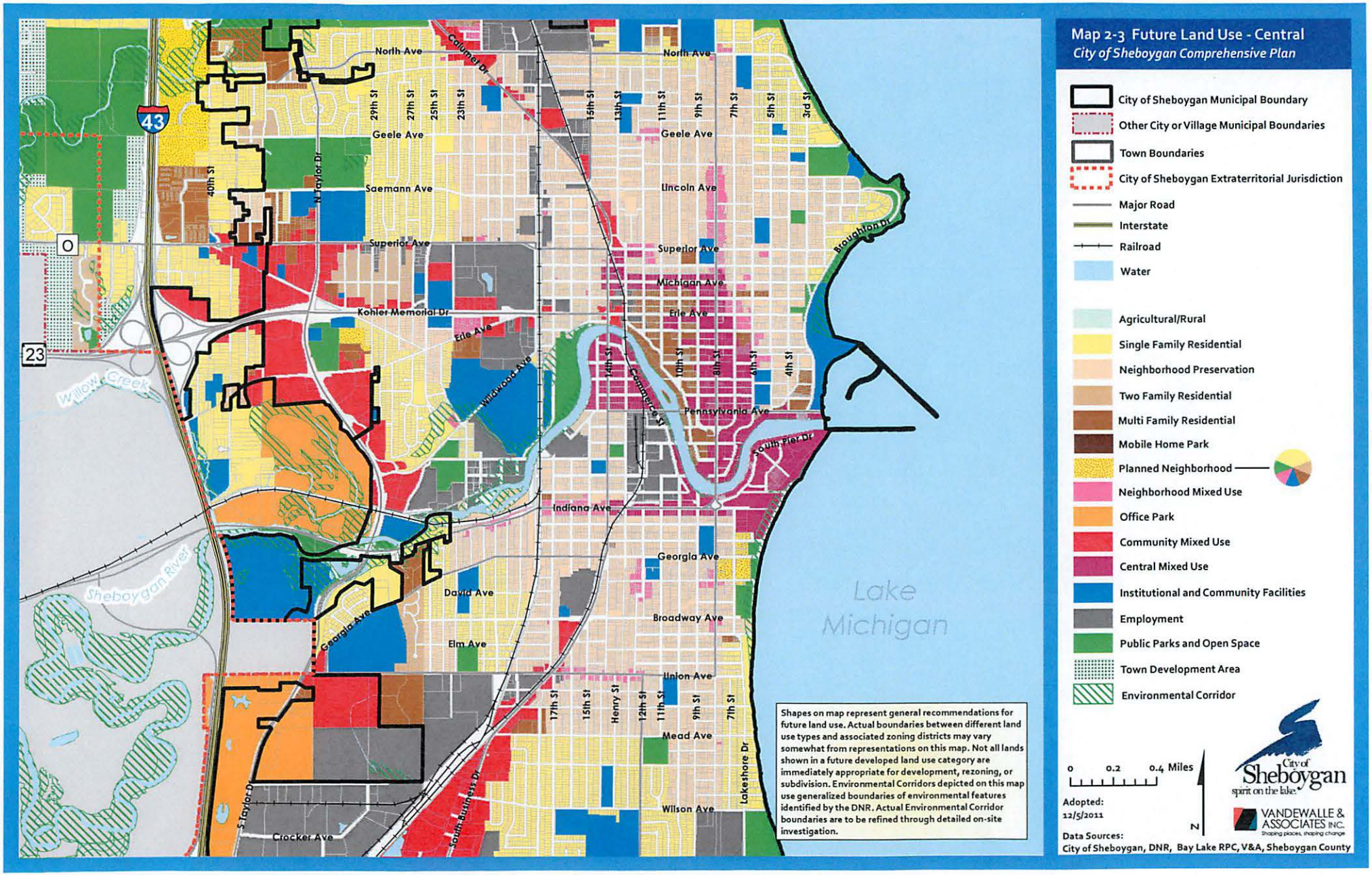
SO - SUBURBAN OFFICE

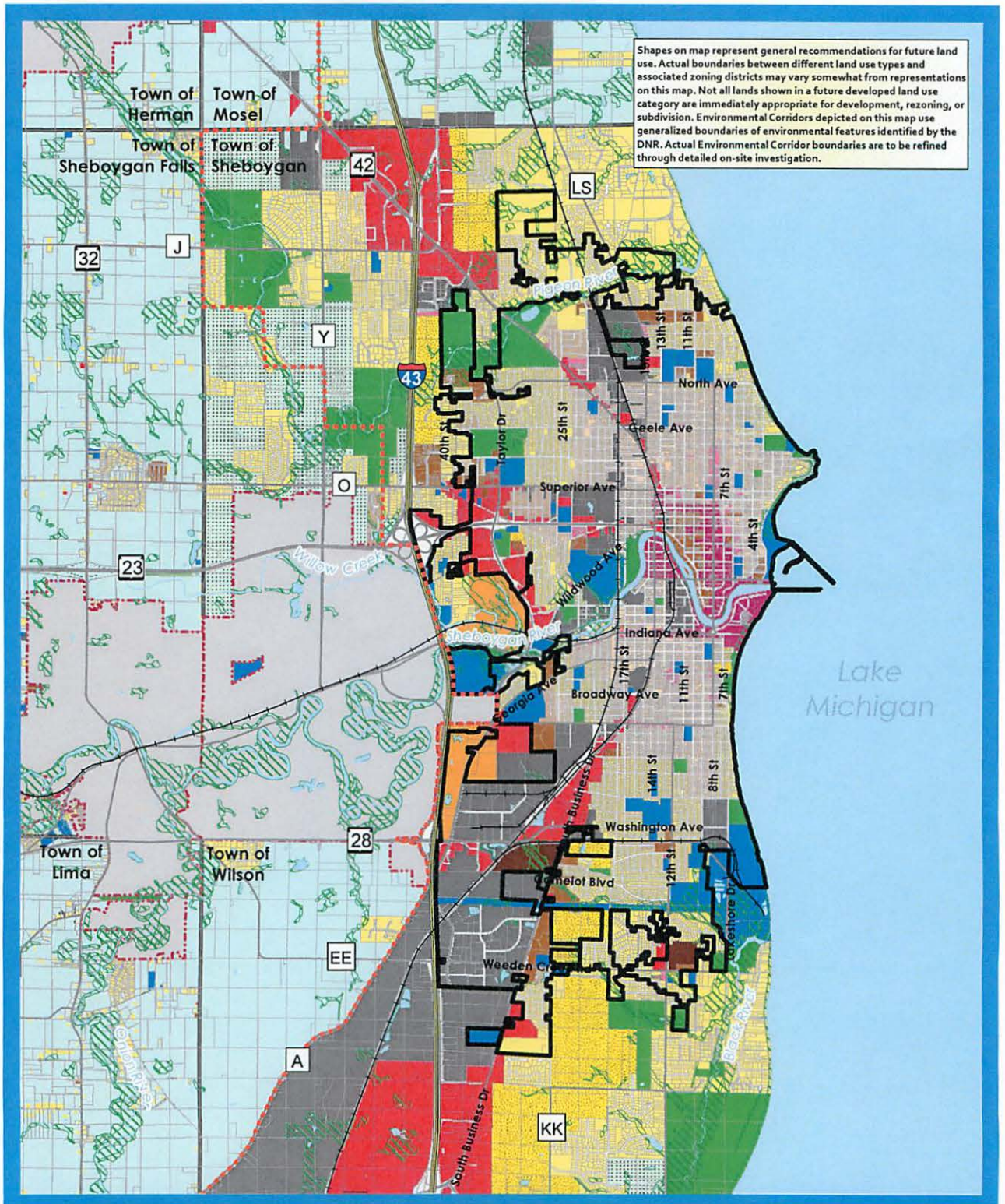
SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake


Map 2-2 Future Land Use - North
City of Sheboygan Comprehensive Plan
Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.
City of Sheboygan Municipal Boundary
Other City or Village Municipal Boundaries
Town Boundaries
City of Sheboygan Extraterritorial Jurisdiction
Major Road
Interstate
Railroad
Water
Agricultural/Rural
Single Family Residential
Neighborhood Preservation
Two Family Residential
Multi Family Residential
Mobile Home Park
Planned Neighborhood
Neighborhood Mixed Use
Office Park
Community Mixed Use
Central Mixed Use
Institutional and Community Facilities
Employment
Public Parks and Open Space
Town Development Area
Environmental Corridor
Lake Michigan
Town of Sheboygan Falls
Town of Herman
Town of Sheboygan
Town of Mosel
Orchard Beach Dr
Playbird Rd
Dairyland Rd
Stone Dr
Enterprise Dr
Birchwood Ave
Pigeon River
Willow Creek
Eisner Ave
Grand Ave
North Ave
Columbus Dr
Geele Ave
Saemann Ave
Superior Ave
Lincoln Ave
Michigan Ave
Erie Ave
Kohler Memorial Dr
Pennsylvania Ave
Broughton Dr
N Taylor Dr
Indiana Ave
Wisconsin Ave
JJ
J
Y
O
LS
42
43
23
0 0.25 0.5 Miles
N
Adopted:
12/5/2011
Data Sources:
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County
City of Sheboygan
spirit on the lake.
VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change


Map 2-3 Future Land Use - Central
City of Sheboygan Comprehensive Plan
City of Sheboygan Municipal Boundary
Other City or Village Municipal Boundaries
Town Boundaries
City of Sheboygan Extraterritorial Jurisdiction
Major Road
Interstate
Railroad
Water
Agricultural/Rural
Single Family Residential
Neighborhood Preservation
Two Family Residential
Multi Family Residential
Mobile Home Park
Planned Neighborhood
Neighborhood Mixed Use
Office Park
Community Mixed Use
Central Mixed Use
Institutional and Community Facilities
Employment
Public Parks and Open Space
Town Development Area
Environmental Corridor
Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.
0 0.2 0.4 Miles
N
Adopted:
12/5/2011
Data Sources:
City of Sheboygan, DNR, Bay Lake RPC, V&A, Sheboygan County
City of Sheboygan
spirit on the lake
VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change
North Ave
Geele Ave
Saemann Ave
Superior Ave
Kohler Memorial Dr
Erie Ave
Wildwood Ave
Indiana Ave
Georgia Ave
David Ave
Broadway Ave
Elm Ave
Union Ave
Mead Ave
Wilson Ave
Crocker Ave
Lincoln Ave
Michigan Ave
Pennsylvania Ave
South Pier Dr
Broughton Dr
Lakeshore Dr
Commerce St
South Business Dr
N Taylor Dr
S Taylor Dr
Columbus Dr
Willow Creek
Sheboygan River
Lake Michigan
43
23
O



Map 2-1 Future Land Use *City of Sheboygan Comprehensive Plan*

- City of Sheboygan Municipal Boundary
- Other City or Village Municipal Boundaries
- Town Boundaries
- City of Sheboygan Extraterritorial Jurisdiction
- Major Road
- Interstate
- Railroad
- Water
- Agricultural/Rural
- Single Family Residential
- Neighborhood Preservation
- Two Family Residential
- Multi Family Residential
- Mobile Home Park
- Planned Neighborhood
- Neighborhood Mixed Use
- Office Park
- Community Mixed Use
- Central Mixed Use
- Institutional and Community Facilities
- Employment
- Public Parks and Open Space
- Town Development Area
- Environmental Corridor

0 0.25 0.5 1 Miles

N

City of Sheboygan spirit on the lake.

Adopted: 12/5/2011

VANDEWALLE & ASSOCIATES INC. Shaping places, shaping change

Data Sources: City of Sheboygan, DNR, V&A, Bay Lake RPC, Sheboygan County

XI

3.1

R. O. No. 254 - 14 - 15. By CITY PLAN COMMISSION. March 2, 2015.

Your Commission to whom was referred Gen. Ord. No. 46-14-15 by Alderpersons VanderWeele and Van Akkeren and R. O. No. 243-14-15 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of properties located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 24, 2015, and after due consideration, recommends filing of Gen. Ord. No. 46-14-15, acceptance and filing of this Report of Officer, and approval of the attached Substitute General Ordinance No. 46-14-15 which conditions the zoning amendment upon the following:

(1) purchase and sale of the former "Field of Dreams" property from the Sheboygan Area School District to Aurora Health Care, or related entity, for development of medical and office facilities, on or before December 31, 2016;

(2) the Future Land Use Map of the City of Sheboygan Comprehensive Plan being amended to a classification consistent with the proposed rezone;

and that a resolution be drafted and introduced at the next City Council meeting directing a public hearing for an amendment to the Sheboygan Comprehensive Plan Future Land Use Map and a change in zoning for the property located at 3306 Saemann Ave.

Lies over to April 8th

Director of Planning and Development

X

7.2

Subs. of Gen. Ord. No. 46 - 14 - 15. By Alderpersons VanderWeele and Van Akkeren. March 2, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

Property located at 3306 Saemann Ave.:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SEAMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

Section 2. Said zoning amendment shall be effective upon passage, publication and satisfaction of the following:

a. The closing of the purchase and sale of the former "Field of Dreams" property described above from the Sheboygan Area School District to Aurora Health Care, or related entity, for development of medical and office facilities, on or before December 31, 2016.

b. The Future Land Use Map of the City of Sheboygan Comprehensive Plan being amended so that the above-described lands are designated as Institutional and Community Facilities classification.

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.

_____

_____

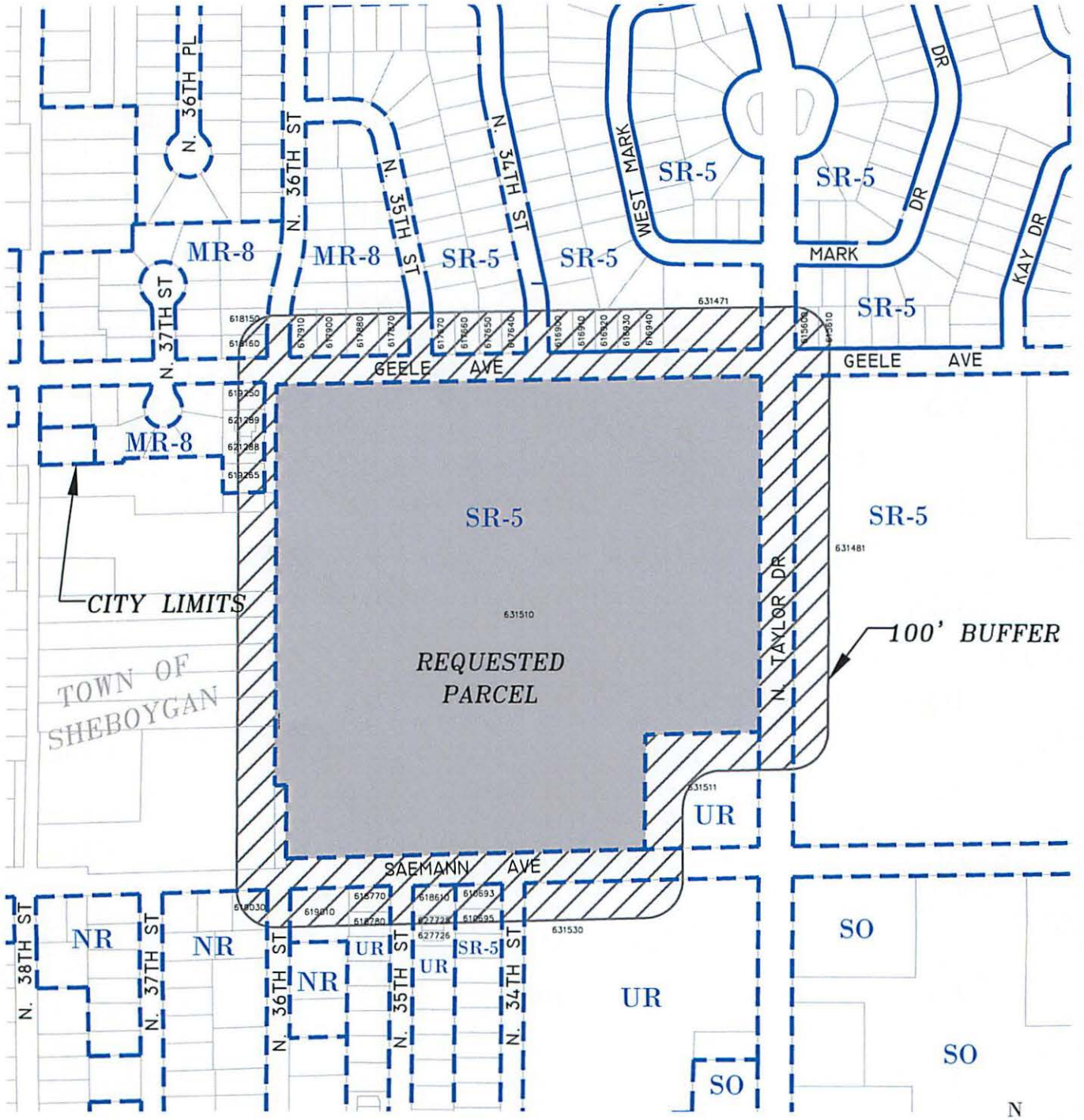
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800 Inches
1" = 400'

N
W E
S

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 1 OF 2 FOR VICINITY MAP

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" W ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. 300' TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" W ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

NR - NEIGHBORHOOD RESIDENTIAL

SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake

X

7.2

Gen. Ord. No. 46 - 14 - 15. By Alderpersons VanderWeele and Van Akkeren. February 16, 2015.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class SR-5 Suburban Residential to Class SO Suburban Office Classification:

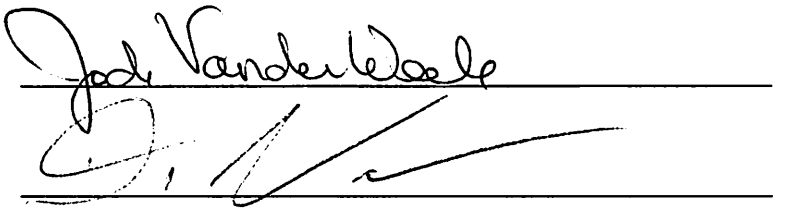
Property located at 3306 Saemann Ave.:

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SEAMANN AVENUE, THENCE S 88°35'44" ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

City Plan

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

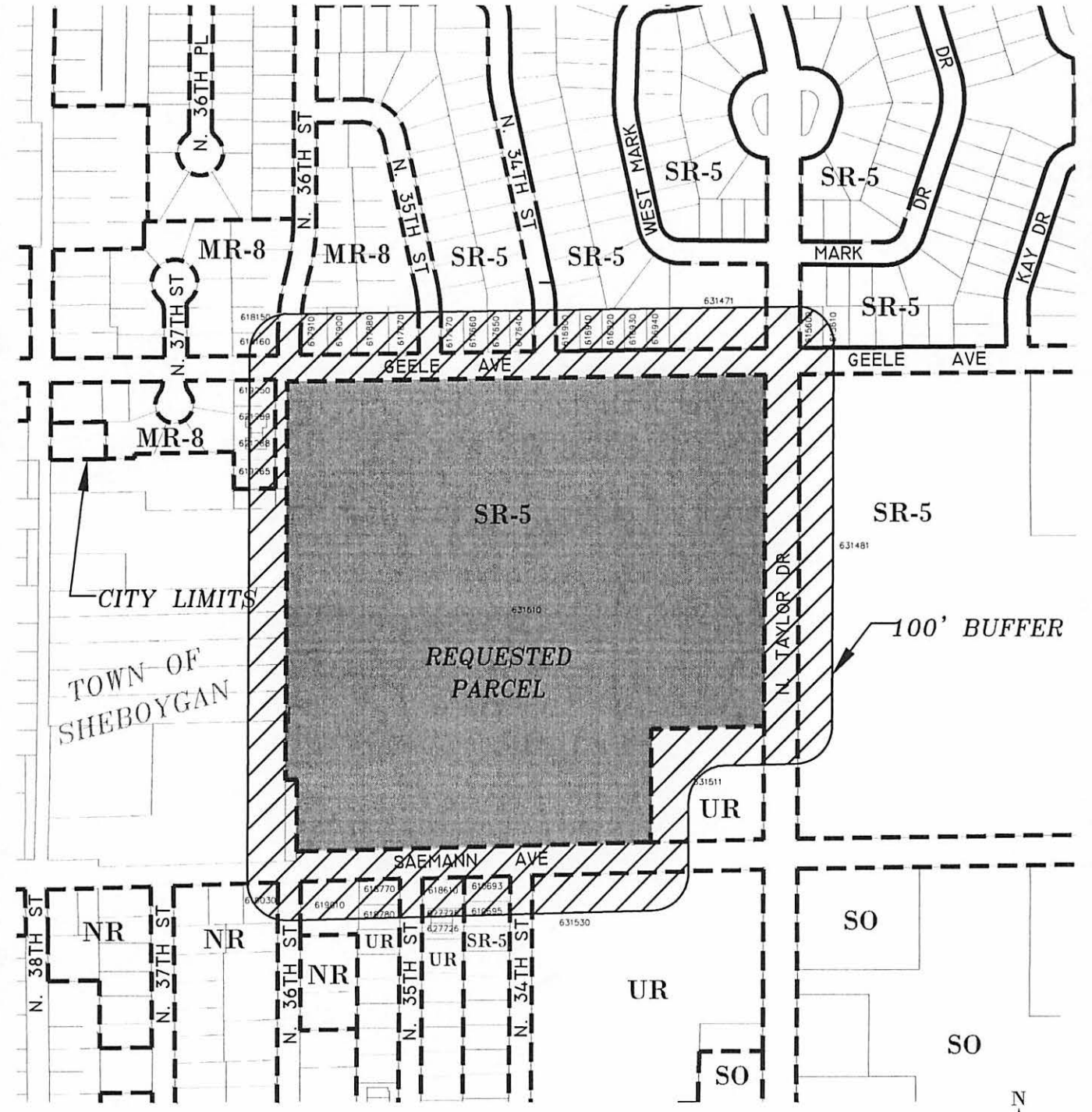


I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.
SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION



City of Sheboygan
spirit on the lake

0 200 400 800
Inches
1" = 400'

N
W E
S

PROPOSED ZONING CHANGE
FROM SR-5 TO SO
SECTION 16, T. 15 N., R. 23 E.

SEE PAGE 1 OF 2 FOR VICINITY MAP

BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 16, T. 15 N., R. 23 E., THENCE S 89°14'23" W ALONG THE NORTH LINE OF THE SW 1/4 OF SECTION 16 45.01', THENCE S 00°11'40" W 35.01' TO THE INTERSECTION OF THE SOUTH R/W LINE OF GEELE AVENUE WITH THE WEST R/W LINE OF TAYLOR DRIVE, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING. THENCE CONTINUING S 00°11'40" W ALONG SAID WEST R/W LINE 931.72' TO THE NE CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 8 OF CERTIFIED SURVEY MAPS, PAGE 270, THENCE S 88°35'53" W ALONG THE NORTH LINE OF SAID C.S.M. 300' TO ITS NW CORNER, THENCE S 00°11'34" W ALONG THE WEST LINE OF SAID C.S.M. 300' TO ITS SW CORNER AND A POINT ON THE NORTH R/W LINE OF SAEMANN AVENUE, THENCE S 88°35'44" W ALONG SAID NORTH R/W LINE 950.16' TO ITS INTERSECTION WITH THE EAST R/W LINE OF N. 36TH STREET, THENCE N 00°14'54" E ALONG SAID EAST R/W LINE 1245.85' TO ITS INTERSECTION WITH THE SOUTH R/W LINE OF GEELE AVENUE, THENCE N 89°14'34" E ALONG SAID SOUTH R/W LINE 1248.66' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,457,345 SQ. FT. OR 33.46 ACRES.

ZONING CODE LEGEND

MR-8 - MIXED RESIDENTIAL

NR - NEIGHBORHOOD RESIDENTIAL

SO - SUBURBAN OFFICE

SR-5 - SUBURBAN RESIDENTIAL 5 UNITS/ACRE

UR - URBAN RESIDENTIAL

City of Sheboygan
spirit on the lake

II

4.2

R. O. No. 243 - 14 - 15. By CITY CLERK. February 16, 2015.

Submitting an application from Jay Wall, The Boldt Company (on behalf of Aurora Health Care), for a change in the zoning classification of property located 3306 Saemann Ave. from Class SR-5 Suburban Residential to Class SO Suburban Office Classification.

City Plan

Susan Richards
City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 150166
FILING FEE: $200.00 (Payable to City of Sheboygan)

FEB 12 '15 PM 2:42

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Jay Wall w/ The Boldt Company (on behalf of Aurora Health Care)

PHONE NO.: (414) 276-4626

ADDRESS: 1110 N Old World 3rd St, Suite 610, Milwaukee, WI, 53203

E-MAIL: jay.wall@boldt.com

OWNER OF SITE: Sheboygan Area School District PHONE NO.: (920) 459-3500

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3306 Saeman Ave

LEGAL DESCRIPTION: *SEC 16 T15N R23E THE NE SW OF SEC 16, EXC THAT PRT DEDICATED AS GEELE AVE, N TAYLOR DR, SAEMANN AVE, & N. 36TH ST.; AND EXC THAT PRT DESC AS LOT 1 OF CSM REC IN VOL 8 PG 270 & ALSO EXC PRT LOT 2 CSM V21 P210-211 #1768906.*

PARCEL NO. 59281631510 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: S-R5 (Suburban Residential)

PROPOSED ZONING DISTRICT CLASSIFICATION: SO (Suburban Office)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: _____

Athletic fields(Baseball, Softball, and Soccer)

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Medical Facility

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

Please see the attached narrative for responses associated with Question #3.

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

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

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

Please see the attached narrative.

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

Please see the attached narrative.

4. CERTIFICATE

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

Jay Wall — **APPLICANT'S SIGNATURE**

02/12/2015 — **DATE**

Jay Wall
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

CITY OF SHEBOYGAN

APPLICATION FOR

AMENDMENT OF OFFICIAL ZONING MAP

(NARRATIVE)

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

Aurora Health Care's Sheboygan Memorial Hospital and Sheboygan Clinic facilities have been operating at capacity for a number of years. The organization has been searching for a site within the City of Sheboygan to construct an outpatient surgery center and medical office building that would better address patient demand and free up capacity at the existing facilities. Based on the space and amenity needs, this site presents the best option in terms of site size, and accessibility to patients by bus or car.

- Amending the Official Zoning Map for this site satisfies the intent of the Sheboygan Zoning Ordinances as outlined in Section 15.005 by:

    - Relieving congestion on the streets around the site by designing adequate off street parking to support the new medical facility. This will alleviate the parking issues the neighborhood currently experiences during athletic events. The proposed amendment would also relieve congestion at the current Aurora Sheboygan Memorial Medical Center and Aurora Sheboygan Clinic locations by relocating some services to the new site, and freeing up capacity at the existing sites.

    - Promoting health and general welfare by providing better access to health care services for the community at both the proposed site and the existing Aurora facilities.

    - Addressing the need to protect groundwater resources, prevent overcrowding of land, avoid undue concentration of population and to facilitate the adequate provision of transportation, water, sewerage, parks and other public requirements through thoughtful and appropriate design including:

        - Primary site access from Taylor Drive to minimize traffic impact to the surrounding residential neighborhood.

- On-site storm water management through the use of retention ponds.

- Screening the site from the surrounding neighbors through the use of berms, trees and other landscaping features.

- ...and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency:

    - To the WDNR rules and regulations, there are no plans to disturb or affect any of the existing wetlands on the site.

    - FEMA currently classifies the site as "Zone X", and is considered a "low to moderate flood risk zone" and a "Non-Special Flood Hazard Area (NSFHA). No special provisions are required for this classification.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?

- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map

- Explain:

    - Current trends in healthcare are moving towards outpatient procedures in lieu of inpatient hospital stays.

    - The proposed new Outpatient Surgery Center and Medical Office Building, is consistent with the health care related development in the area.

    - Amending the Zoning Map allows Aurora Health Care the opportunity to better serve the community by providing better access to health care services for the people of the City of Sheboygan, and the residents in the surrounding communities within Sheboygan County by developing a new Outpatient Surgery Center and Medical Office Building.

    - Upgraded replacement athletic facilities will be built directly across the street to maintain a park-like setting for the neighborhood.

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

- The amendment to the Official Zoning Map would continue the development of institutional and community facilities along Taylor Drive, north of Highway 23, maintaining the existing density already in place, and providing primary access to the site from the main thoroughfare, Taylor Drive, minimizing the traffic impact to the surrounding residential neighborhoods.

- The overall project plan maintains significant publicly accessible green space directly east of the proposed amendment site.

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

- The proposed amendment to the Official Zoning Map is one piece of a larger project that as a whole, will simultaneously improve access to health care in the community and expand Sheboygan's recreational facilities:

    - Butzen Farm: The Butzen Farm property will be developed as a 54 acre, youth sports complex. This will become the new single-site home to Lakeshore United F.C. and Sheboygan Youth Football. Upon completion, this facility promises to become a regional destination for youth sports in Wisconsin which will generate revenue, and increase tourism to the area.

    - East Parcel of Saemann Avenue and Taylor Drive: The Sheboygan Area School District will relocate several fields from the Field of Dreams across the street. That location will include two new and upgraded baseball fields and soccer fields, and maintaining a significant accessible green space for the neighborhood.

    - Roosevelt Park: Roosevelt Park will receive upgrades to its existing baseball field.

    - Optimist Park: The existing Community Gardens will be relocated on property owned by the Sheboygan Area School District, next to Optimist Park.

    - West Parcel of Saemann Avenue and Taylor Drive: Once all of the recreation projects are completed or underway, Aurora Health Care will construct a new outpatient surgery center and medical office building to alleviate over-crowding at their existing medical campuses and improve local access to health care.

- This large investment in the City of Sheboygan will have a positive impact on city finances:
    - In total, Aurora Health Care is making an $86.4 million investment in Sheboygan.
    - Aurora Health Care is contributing more than $5 million towards the development of the new recreation facilities.
    - Estimates call for Aurora's new building to generate more than $200,000 in annual property taxes, adding new revenue to the city's tax base.
    - Operation of the new facility will also add highly-skilled jobs in Sheboygan.

Mark Boehlke
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3523
Fax: (920) 459-4300

SHEBOYGAN
AREA SCHOOL DISTRICT
Learning Today. Leading Tomorrow.

February 6, 2015

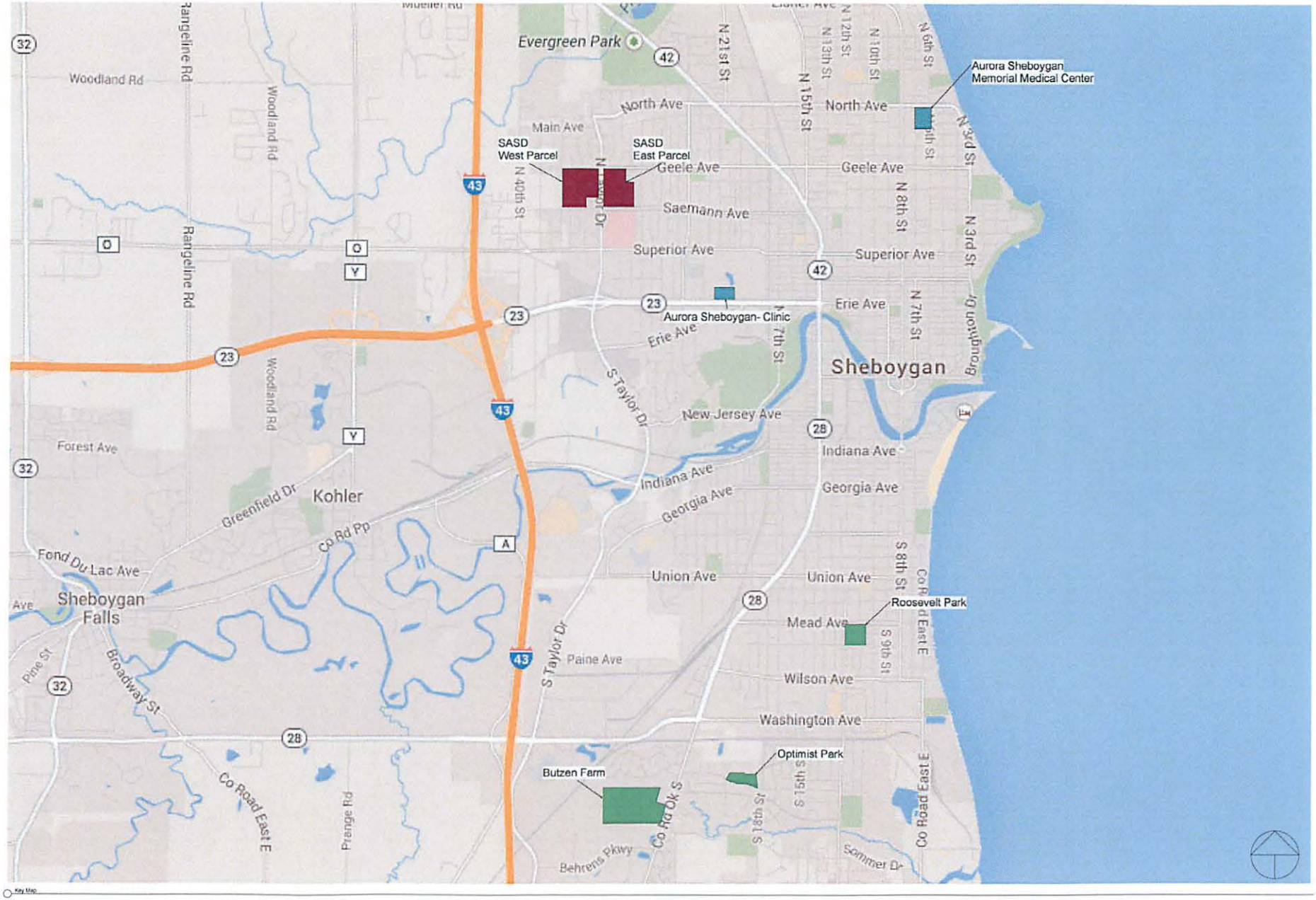
Steve Sokolowski
City of Sheboygan

Dear Mr. Sokolowski,

This letter confirms that the Sheboygan Area School District authorizes Jay Wall of Boldt to act as our agent to submit a rezoning application and conditional use application for the property which is located at the southwest corner of Taylor Drive and Geele Avenue for the purpose of building a medical facility.

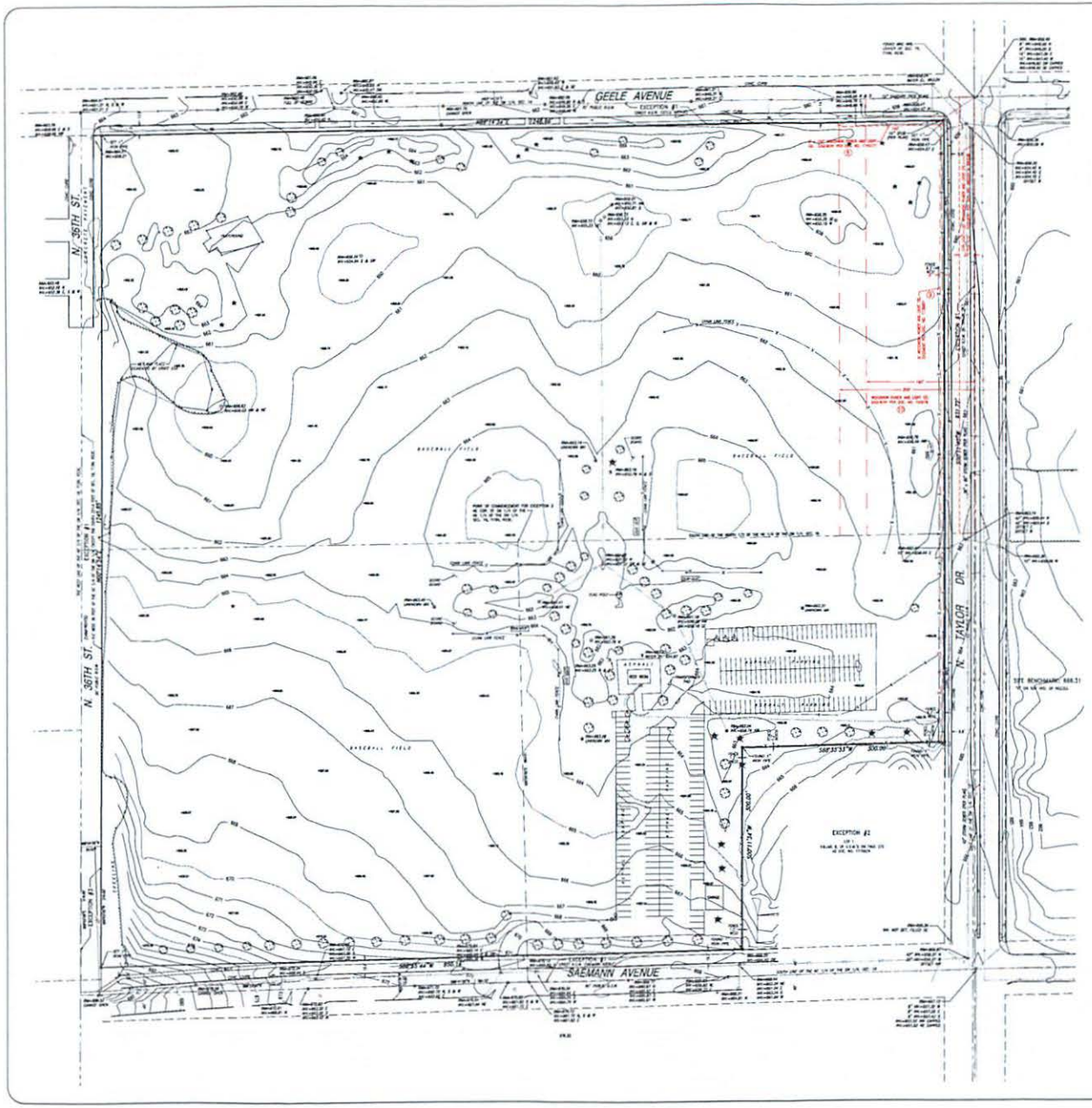
Sincerely,

Mark Boehlke
Sheboygan Area School District
Assistant Superintendent, Business and Operational Services


Evergreen Park
Aurora Sheboygan Memorial Medical Center
SASD West Parcel
SASD East Parcel
Aurora Sheboygan- Clinic
Sheboygan
Kohler
Sheboygan Falls
Roosevelt Park
Optimist Park
Butzen Farm
Woodland Rd
Rangeline Rd
North Ave
Main Ave
Geele Ave
Saemann Ave
Superior Ave
Erie Ave
New Jersey Ave
Indiana Ave
Georgia Ave
Union Ave
Mead Ave
Paine Ave
Wilson Ave
Washington Ave
Forest Ave
Greenfield Dr
Co Rd Pp
Fond Du Lac Ave
Broadway St
Pine St
Co Road East E
Prange Rd
Behrens Pkwy
Co Rd Ok S
Sommer Dr
S Taylor Dr
N 40th St
N 21st St
N 15th St
N 13th St
N 12th St
N 10th St
N 8th St
N 7th St
N 6th St
N 3rd St
S 8th St
S 9th St
S 15th St
S 18th St
Broughton Dr
Co Road East E
Key Map

KEY MAP

PLAT OF SURVEY
WITH TOPOGRAPHIC DATA



CLIENT

SITE ADDRESS
3404 Saemann Avenue, City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION
The Northeast 1/4 of the Southwest 1/4 of Section 16, Town 15 North, Range 23 in the City of Sheboygan, Sheboygan County, Wisconsin, excepting therefrom the following:

1. Street right-of-way of Geele Avenue (Rte 81), Saemann Avenue (South) and North Taylor Drive (East) as dedicated in an Ordinance, a recorded copy of which is now on file in Volume 1748 of Records on pages 81-85 as Document Number 921676.

2. Covenant Apartments. A tract of land (Tax Parcel 59260231511) in NE corner) Lot 2 of the Certified Survey Map recorded in Volume 8 of Certified Survey Maps on page 2196 as Document Number 1176878.

3. Part of the Northeast Quarter (NE¼) NE of the Southwest Quarter (SW¼) of Section Sixteen (16), Town Fifteen (15) North, Range Twenty-three (23) East in the City of Sheboygan, Sheboygan County, Wisconsin, described as commencing at the Northeast corner of the Southeast quarter (SE¼) NE of the Southwest Quarter (SW¼) NE of the Southeast Quarter (SE¼) NE of the Southwest Quarter (SW¼) NE of the Southeast Quarter (SE¼) NE of the Southwest Quarter (SW¼) of said Section Sixteen (16); Town Fifteen (15) North, Range Twenty-three (23) East; thence South 00°01' East on the East line of said SE¼ NE of the SW¼ NE of the SE¼ NE of the SW¼ NE of the SE¼ a distance of said line 1,320.00 feet to the South line of said SE¼ NE of the SW¼ NE of the SE¼ NE of the SW¼ NE of the SE¼; thence South 89°-57' West along said South line 660.00 feet to the point of beginning; thence South 89°-57' West along said South line, one hundred eighty-four and forty-five hundredths (184.45) feet; thence South 00°-03' West one hundred forty-four and forty-five hundredths (144.45) feet; thence South 89°-57' West two hundred forty-four and forty-five hundredths (244.45) feet to a point 5 feet West of the East line of North Sixth Street extended North and the point of beginning; thence North 00°-03' West two hundred sixteen (216.00) feet; thence South 89°-57' West 5 feet and two hundredths (5.02) feet to the West line of said SW¼ NE of the SE¼ NE of the SW¼ NE of the SE¼; thence South along said West line, two hundred sixteen (216.00) feet, more or less, to a point West of the point of beginning; thence easterly to said point of beginning.

BASIS OF BEARINGS
Bearings are referenced to the North line of the NW 1/4 of Section 16 which bears N89°-57-00"E.

TITLE COMMITMENT
This survey was prepared based on First American Title Insurance Company Commitment No. NCS-648411-MKE, effective date of September 04, 2014, Revision No. 1 (October 1, 2014) which lists the following easement and/or restrictions from schedule B-II:

1, 2, 3 & 5 visible evidence shown, if any.

4, 6, 7 & 14 not survey related.

8. Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on September 17, 2004 as Document Number 1146321, affects site by location, shown.

9. Easement for underground electric lines granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on July 6, 2004 as Document Number 1136865, affects site by location, shown.

10. Easement granted to Wisconsin Power and Light Company recorded in Volume 7 of Contracts on Pages 612-613 as Document Number 700578, affects site by location, shown.

11. Electric Line Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on October 23, 1957 in Volume 7 of Contracts on Pages 673-674 as Document Number 695148, does not affect site by location, shown.

12. Electric Line Easement granted to Wisconsin Power and Light Company, a Wisconsin corporation recorded on October 23, 1957 in Volume 7 of Contracts on Pages 968-969 as Document Number 695524, does not affect site by location, shown.

13. Easement granted to Wisconsin Power and Light Company recorded on August 26, 1949 in Volume 5 of Contracts on Page 555 as Document Number 463146, affects site by location, cannot at to match current lot platted.

PARKING SPACES
There are 2 56 regular parking spaces and 7 handicap spaces marked on this site.

FLOOD NOTE
According to the flood insurance rate map of the County of Sheboygan, Community Panel No. 5515 F0259F, effective date of April 2, 2003, the site falls in Zone X (Areas determined to be outside the 0.2% annual chance floodplain).

LAND AREA
The Land Area of the subject property is 2,457,345 square feet or 55.4366 acres.

MUNICIPAL ZONING

I Certify that I have surveyed the above described property (Property), and the above map is correct to the best of my professional knowledge and belief and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent encroachments and visible encroachments, if any. This survey is made for the exclusive use of the present owner of the Property, and all those who purchase, mortgage or guarantee the title thereto, within one (1) year from the date hereof.

Date: October 27, 2014

Donald C. Chaput
S-1726
Wisconsin
Registered Land Surveyor
Registration Number S-1726

VICINITY MAP

LEGEND

● IRON PIPE FOUND	⊕ FIRE HYDRANT	▲ MARSH
○ IRON PIPE SET	⊗ WATER VALVE	▲ FLAGPOLE
■ CONCRETE MONUMENT FOUND	⊗ GAS VALVE	▲ PARKING METER
□ CONCRETE MONUMENT SET	⊗ SANITARY MANHOLE	▲ SIGN
⊕ CROSS FOUND	⊗ STORM MANHOLE	▲ MAILBOX
⊕ CROSS SET	⊗ INLET GROUND	▲ NON-CONFORMING SIGNAL
⊕ RAILROAD SPIKE FOUND	⊗ INLET CURB	▲ CONIFEROUS TREE
⊕ RAILROAD SPIKE SET	⊗ CATCH BASIN	▲ DECIDUOUS TREE
⊕ CHISELED "X" FOUND	⊗ ELECTRIC MANHOLE	SANITARY SEWER
⊕ CHISELED "X" SET	⊗ ELECTRIC METER	STORM SEWER
⊕ MAG NAIL FOUND	⊗ ELECTRIC VAULT	WATER MAIN
⊕ MAG NAIL SET	⊗ TELEPHONE MANHOLE	GAS MAIN
⊕ CABLE PEDESTAL	⊗ TELEPHONE PEDESTAL	OVERHEAD ELECTRIC
⊕ CONTROL BOX	⊗ TELEPHONE BOOTH	UNDERGROUND ELECTRIC
⊕ FIBER OPTIC SIGN	⊗ PHONE PEDESTAL	TELEPHONE
⊕ TRAFFIC LIGHT	⊗ CABLE PEDESTAL	GAS MAIN
⊕ COMMUNICATION MANHOLE	⊗ CONTROL BOX	WATER TELEPHONE
⊕ BOLLARD	⊗ FIBER OPTIC SIGN	WATER CABLE TV LINE
⊕ SOIL BORING/MONITORING WELL	⊗ TRAFFIC LIGHT	WATER FIBER OPTIC
⊕ WATER SURFACE	⊗ COMMUNICATION MANHOLE	FENCE
⊕ BOLLARD TUBE	⊗ BOLLARD	
	⊗ SOIL BORING/MONITORING WELL	
	⊗ WATER SURFACE	
	⊗ BOLLARD TUBE	

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 Inch = 50 ft.

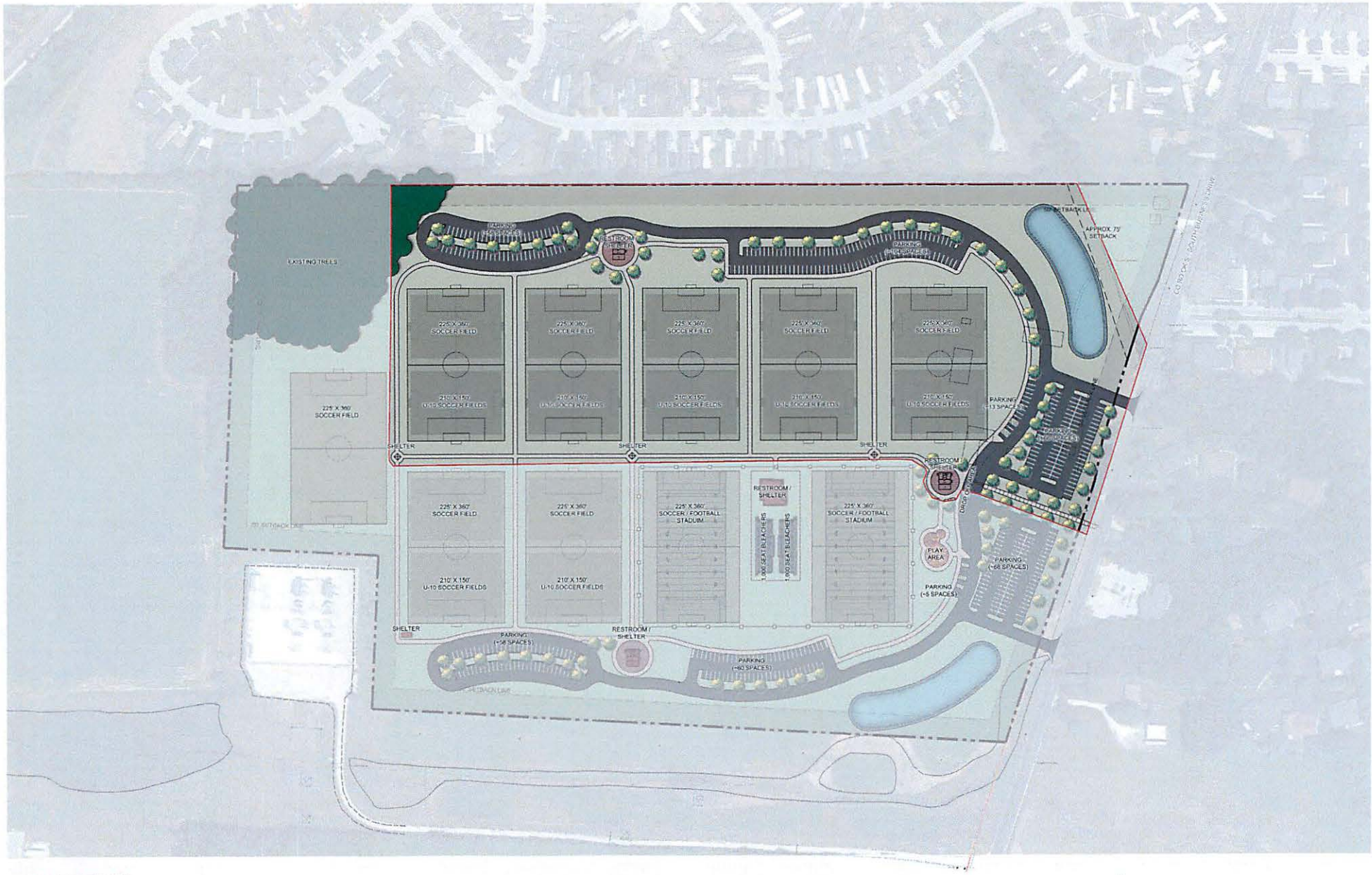
CHAPUT LAND SURVEYS LLC
136 W. WISCONSIN AVENUE
NEENAH, WISCONSIN 54956
920.729.9068

Drawing No. 1774.dgn

Aurora Sheboygan Surgery Center and Medical Office Building

0 50 150 350

Aurora Health Care

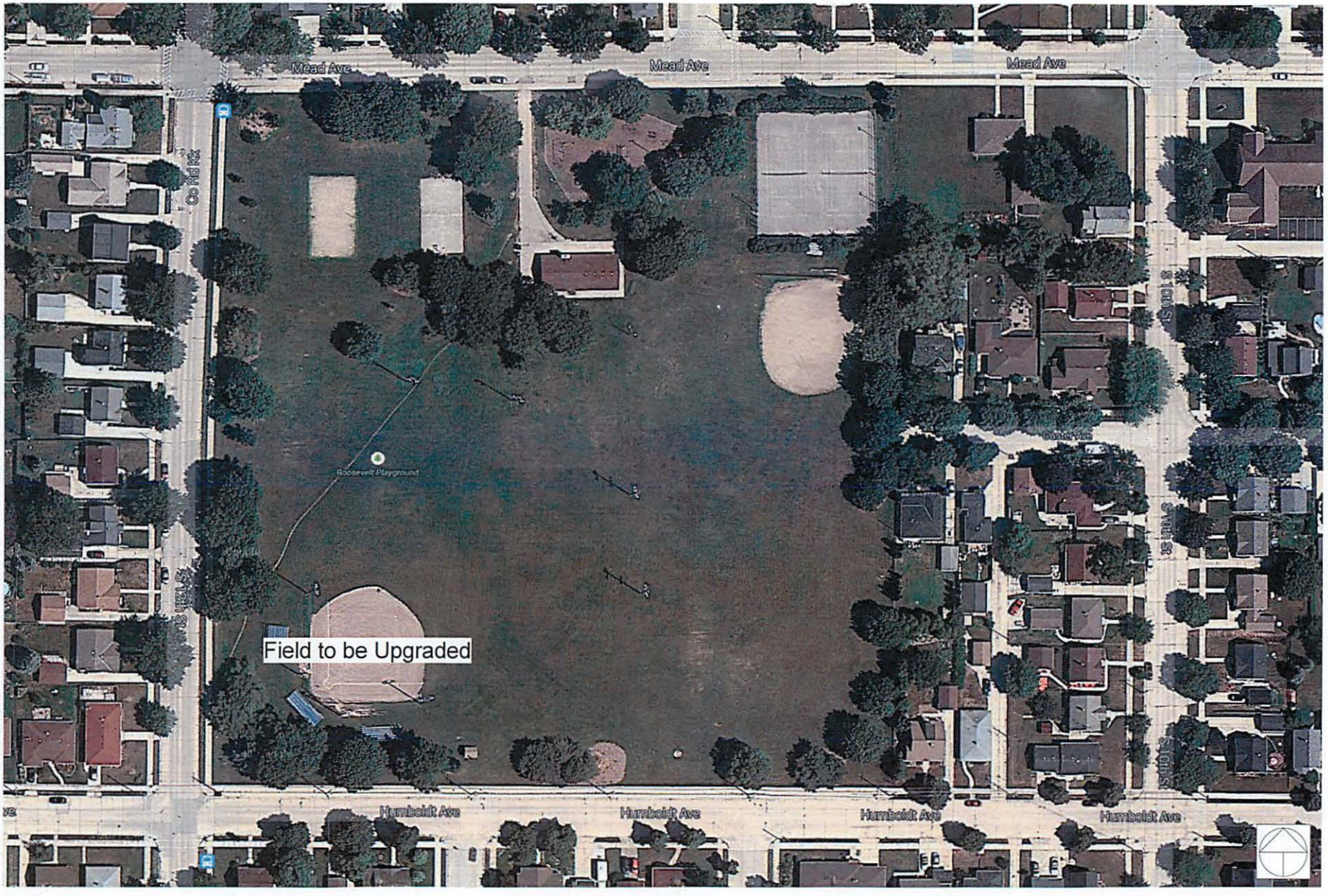


RETTLER corporation

3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482
PROJECT #: 14.072
DATE: 12-16-2014

SHEBOYGAN BUTZEN RECREATION CAMPUS
PREFERRED CONCEPT ~ PHASE 1

City of Sheboygan
spirit on the lake



ROOSEVELT PARK

OPTIMIST PARK

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 150166
License No: 0000
Date: 02/12/2015
Received By: CKL
Received From: BOLDT HOLDINGS LLC
Memo:
Method of Payment: $200.00 Check No. 1052
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

III

Other Matters

Res. No. _____ - 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 appropriation for boat facilities winterization to be repaid to the Capital Projects Fund from the Marina Fund:

FROM	TO	AMOUNT
Capital Projects Fund Contingency 473-253000	Capital Projects Fund Boat Facilities Winterization 40037500-543999	$250,000

suspend
Res pass

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

Other Matters

R. C. No. ____ - 14 - 15. By WHOLE. April 8, 2015.

Your Committee to whom was referred a copy of Charter Ord. No. 1-14-15 by Alderperson Donohue providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office; recommends that this document be placed on file as it has already been acted upon by the Common 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

X

7.1

Charter Ord. No. 1 - 14 - 15. By Alderperson Donohue. June 16, 2014.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the City Attorney in lieu of the current method of election by the voters to such office under Wisconsin Statute 62.09(3)(b)(4).

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

Section 1. The City of Sheboygan hereby elects not to be governed by Wisconsin Statute 62.09(3)(b)(4) which provides for the election of a City Attorney and substitutes therefor appointment by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list of qualified candidates provided by the Civil Service Commission.

Section 2. Commencing as of May 1, 2015, or thereafter, a full-time City Attorney shall be appointed by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer from an eligible list, obtained as hereinafter provided. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.

Section 3. The Civil Service Commission shall certify an eligible list pursuant to the rules of said Commission and submit a written report on the qualifications of the candidates to the Mayor and Chief Administrative Officer.

Section 4. Each candidate must be an attorney of good standing and admitted to the bar in the State of Wisconsin. Each candidate must have practiced law for a minimum of three (3) years with at least two (2) years in municipal law and must also be knowledgeable in state and federal laws affecting Wisconsin cities.

Section 5. Subsection 2-224(b) of the Sheboygan Municipal Code relating to terms of administrative officials is hereby amended to delete the reference to "and the attorney" so that, as amended, said subsection shall read as follows:

> "Sec. 2-224. *Terms.*
>
> . . .
>
> (b) *Administrative officials.* The term of office of the clerk shall be four years."

Section 6. The City Attorney, within ten (10) days after receiving written notice from the City Clerk of the confirmation of his appointment, shall take and file the official oath with the City Clerk.

5+6 and Cont. file

Section 7. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 8. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

Res. No. ____ - 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.

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

Res. No. _____ - 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

_____

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

R. O. No. ____ - 14 - 15. By BOARD OF CONTRACTORS EXAMINERS.
April 8, 2015.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

2555	Tim Guilette S92 W25035 Townline Road Waukesha, WI 53189	General Contractor
2569	Jeff Hollander 1011 S. Main Street Cedar Grove, WI 53013	Carpenter Contractor
2554	Ryan Woolheather 248 3rd St Fond Du Lac, WI 54935	Carpenter Contractor
2570	Douglas Blaylock N7190 Winnebago Dr Fond Du Lac, WI 54935	Carpenter Contractor

Building/Heating Inspector

III

Other Matters

Res. No. ____ - 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

_____

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

Res. No. ___ - 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

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

VII

R. C. No. ____ - 14 - 15. By WHOLE. April 8, 2015.

Your Committee to whom was referred Res. No. 166-14-15 by Alderperson Donohue adopting an official mission/vision statement and core values; recommends that the document be referred to the Committee of the Whole of the new Common Council.

C.O.W
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

4.8

Res. No. 166 - 14 - 15. By Alderperson Donohue. March 2, 2015.

A RESOLUTION adopting an official mission/vision statement and core values.

WHEREAS: City Department Heads met and recommend an updated mission/vision statement and core values for the City of Sheboygan.

RESOLVED: That the Common Council hereby adopts an official Mission/Vision Statement and Core Values for the City of Sheboygan to read as follows:

MISSION STATEMENT: "The City of Sheboygan is dedicated to providing residents, the business community, and visitors with fiscally-responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

VISION STATEMENT: "The City of Sheboygan will be a family-oriented and prosperous community with a wide variety of housing, business, cultural and recreational opportunities in safe and attractive neighborhoods."

CORE VALUES: "Respect, Accountability, Teamwork, Innovation, Fiscal Responsibility, Service"

BE IT FURTHER RESOLVED: That any prior mission/vision statements are hereby repealed.

Com of Whole to C.O.W 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

Other Matters

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

Submitting a communication from Jonathan L. Boeldt requesting a waiver from the Sex Offender Residency restrictions in order to live at 1920 N. 12th St.

pp&s

Susan Richards
City Clerk

Date 3-31-15

My name is Jonathan L. Boeldt.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1920 N. 12th St. Sheboygan.

Signature Boeldt

Phone No 920-207-5326

MAR 31 '15 PM 3:10

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

Thanks for all your cooperation in this matter.....

II

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

Submitting a petition on March 27, 2015 (2nd submission) protesting the amendment to rezone the "Field of Dreams" property located at 3306 Saemann Ave.

Susan Richards
City Clerk

CITY OF SHEBOYGAN

APR 1 '15 PM 12:34

DEPARTMENTAL CORRESPONDENCE

TO: Sue Richards
City Clerk

FROM: Stephen G. McLean
City Attorney

SUBJECT: Petitions Protesting Amendment to Rezoning "Field of Dreams" Property Located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin, submitted March 27, 2015

DATE: March 30, 2015

I have had an opportunity to review the cover letter and the Petitions protesting the amendment to the City zoning of the Field of Dreams property that were submitted to your office on March 27, 2015. The total square footage of all land directly opposite the Field of Dreams extending 100 feet from the street frontage of such property equals 315,269 square feet. The owners of lands directly opposite the Field of Dreams extending 100 feet from the street frontage of such property signing the protest petitions amount to 113,608 square feet, which is 36% of the total square footage. I also find that the signatures are duly signed and acknowledged.

In that the protest petitions are signed and acknowledged by more than 20% of the owners of land directly opposite the Field of Dreams extending 100 feet from the street frontage of such property, a 3/4 vote of the members of the Common Council will be required to approve the rezone of the property from SR-5 to Suburban Office in accordance with City of Sheboygan Zoning Code Section 15.903(8).

Should you have any questions, or if this office can provide any further clarification regarding the above, please feel free to contact me.

SGM:kah

cc: Mayor Michael Vandersteen
Chief Administrative Officer James Amodeo
Chad Pelishek
Steve Sokolowski

Wurtz, Roth & Basler, S.C.
LAW OFFICES

MAR 27 '15 PM 2:48

March 27, 2015

Mark E. Wurtz
Michael J. Roth
Todd E. Basler

VIA HAND DELIVERY

Ms. Susan Richards
City of Sheboygan – City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Petitions Protesting Amendment to Rezoning "Field of Dreams" Property Located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin

Dear Ms. Richards:

As you are aware, the City of Sheboygan Common Council will be meeting on April 8, 2015, and potentially voting on the rezoning of property owned by the Sheboygan Area School District. The property is located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin and is commonly referred to as the "Field of Dreams".

In that regard and on behalf of the citizens of the City of Sheboygan opposed to such rezoning, enclosed please find certified Petitions Protesting Amendment to Rezoning "Field of Dreams" Property Located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin.

It is our position that the certified petitions meet the requirements of both the City of Sheboygan Zoning Code §15.903(8) and Wis. Stat. §62.23(7)2m and therefore require a favorable vote of ¾ of the members of the Common Council in order to approve any such rezoning.

If you have any questions, please contact my office.

Very truly yours,

Todd E. Basler

TEB:car

Enclosure

641 Riverfront Drive
Sheboygan, WI 53081
ph (920) 457-5097
fax (920) 457-2388

Petition Protesting Amendment to Rezoning "Field of Dreams" Property Located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin

I, the undersigned, owner of land directly opposite the "Field of Dreams" thereto extending 100 feet from the street frontage of such property hereby protest the rezoning of the "Field of Dreams" from SR-5 to Suburban Office. I acknowledge that I have signed this petition freely, knowingly and voluntarily and demand that any such vote regarding the rezoning of the same not become effective unless a favorable vote of ¾ of the members of the common council be obtained pursuant to Section 15.903(8) Zoning Code and Wis. Stat. 62.23(7)2m.

Signature of Property Owner	Printed Name of Property Owner	Street Address and City of Property Owner	Date of Signing
1. Thom Hang	Thom Hang	3302 Geele	3-27-15
2. Tho. Chor Hang	Chor Hang	3302 geele ave	3-27-15
3.			
4.			
5.			
6.			
7.			
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11.			
12.			
13.			
14.			
15.			

Certification of Petition Circulator

I, Debra Desmoulin (Name of circulator), certify: I reside at 1704 N. 35th St Sheboygan, WI 53081 (Circulator's residence - Include number, street and city.)

I further certify that I am a resident of the City of Sheboygan, Wisconsin and am age 18 or older. I personally circulated this petition and personally obtained each of the signatures on this paper. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residence given. I am aware that falsifying this cerfitification is punishable under Wisconsin statutes.

03/27/2015 (Date)

Debra Desmoulin (Signature of circulator)

Subscribed and sworn to before me
this 27 day of March, 2015.
Christine A. Rappel
Christine A. Rappel, Notary Public
Sheboygan County, Wisconsin
My commission expires 7/10/16.

Petition Protesting Amendment to Rezoning "Field of Dreams" Property Located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin

I, the undersigned, owner of land directly opposite the "Field of Dreams" thereto extending 100 feet from the street frontage of such property hereby protest the rezoning of the "Field of Dreams" from SR-5 to Suburban Office. I acknowledge that I have signed this petition freely, knowingly and voluntarily and demand that any such vote regarding the rezoning of the same not become effective unless a favorable vote of ¾ of the members of the common council be obtained pursuant to Section 15.903(8) Zoning Code and Wis. Stat. 62.23(7)2m.

Signature of Property Owner	Printed Name of Property Owner	Street Address and City of Property Owner	Date of Signing
1. Cynthia M. Fisher	Cynthia M. Fisher	1724 N. 35th Sheboygan	3-26-15
2. Bruce W. Fisher	Bruce W. Fisher	1724 N. 35TH SHEBOYGAN	3-26-15
3. Joseph Medinger	JOSEPH MEDINGER	3405 SAEMANN AVE SHEBOYGAN	3-26-15
4. Jean Medinger	Jean Medinger	3405 Saemann Ave Sheboygan	3-26-15
5.			
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Certification of Petition Circulator

I, Debra Desmarlin, certify: I reside at 1704 N. 35th St. Sheboygan, WI 53081
(Name of circulator) (Circulator's residence - Include number, street and city.)

I further certify that I am a resident of the City of Sheboygan, Wisconsin and am age 18 or older. I personally circulated this petition and personally obtained each of the signatures on this paper. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residence given. I am aware that falsifying this cerfitification is punishable under Wisconsin statutes.

03/27/2015
(Date)

(Signature of circulator)

Subscribed and sworn to before me
this 27 day of March 2015.
Christine A. Rappel
Christine A. Rappel, Notary Public
Sheboygan County, Wisconsin
My commission expires 7/10/16.

Petition Protesting Amendment to Rezoning "Field of Dreams" Property Located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin

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Signature of Property Owner	Printed Name of Property Owner	Street Address and City of Property Owner	Date of Signing
1. Matt Braesch	MATTHEW S BRAESCH	3320 GEELE AVE	03/25/15
2. Melissa R Braesch	Melissa R Braesch	3320 Geele Ave	03/26/15
3. Thomas L Kind	Thomas L Kind	3520/22 GEELE AVE	03/25/15
4. Dawn Kind	Dawn Kind	3520/22 Geele Ave	03/26/15
5. Robert Diener	Robert DiENER	3603 - 3606 Geele ~~1020 N 41 Pl~~	03/26/15
6. Nancy Diener	NANCY DIENER	3603-06 GEELE	03/26/15
7. Harold E Raeder	Harold E Raeder	2203&2207 N. 36th st	3-26-15
8. Laura S Raeder	LAURA S. RAEDER	2203 & 2207 N 36th St	3-26-15
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Certification of Petition Circulator

I, Herb Tyler (Name of circulator), certify: I reside at 3514 Geele Ave Sheboygan, WI (Circulator's residence - Include number, street and city.)

I further certify that I am a resident of the City of Sheboygan, Wisconsin and am age 18 or older. I personally circulated this petition and personally obtained each of the signatures on this paper. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residence given. I am aware that falsifying this cerfitification is punishable under Wisconsin statutes.

3/27/15 (Date)

Herb Tyler (Signature of circulator)

Subscribed and sworn to before me this 27 day of March, 2015.

Christine A. Rappel

Christine A. Rappel, Notary Public
Sheboygan County, Wisconsin
My commission expires 7/10/16.

Petition Protesting Amendment to Rezoning "Field of Dreams" Property Located at 3306 Saemann Avenue, City of Sheboygan, Wisconsin

I, the undersigned, owner of land directly opposite the "Field of Dreams" thereto extending 100 feet from the street frontage of such property hereby protest the rezoning of the "Field of Dreams" from SR-5 to Suburban Office. I acknowledge that I have signed this petition freely, knowingly and voluntarily and demand that any such vote regarding the rezoning of the same not become effective unless a favorable vote of ¾ of the members of the common council be obtained pursuant to Section 15.903(8) Zoning Code and Wis. Stat. 62.23(7)2m.

Signature of Property Owner	Printed Name of Property Owner	Street Address and City of Property Owner	Date of Signing
1. Jane Tyler	Jane Tyler	3514 Geele Sheboygan, WI.	3-25-15
2. Herb Tyler	Herb Tyler	3514 Geele Sheboygan, WI	3-25-15
3. Sandra Henke	Sandra Henke	2207 N. 35th St. Sheboygan, WI.	3-25-15
4. Joseph E Denk Sr	Joseph E Denk Sr	3410 Geele Ave Sheboygan WI.	3-25-15
5. Joan B Denk	Joan B. Denk	3410 Geele Ave. Sheboygan WI	3/25/15
6. Vicki Larson	Vicki Larson	2208 N 34 Sheb WI 53083	3-25-15
7. Arthur R Larson	Arthur Larson	2208 N. 34th St. Sheboygan WIS	3-26-15
8. Dennis Steffensmeier	Dennis Steffensmeier	3314 Geele Ave Sheb. Wis	3-25-15
9. Janet Steffensmeier	Janet Steffensmeier	3314 Geele Ave Sheboygan WI 53083	3-25-15
10. Kenneth Merrill	Kenneth Merrill	3230 Geele Ave Sheboygan WI	3/25/15
11. Kimberly Merrill	Kimberly Merrill	3230 Geele Ave Sheboygan WI	3/25/15
12. Paul Witkowski	Paul Witkowski	2110 N 36th Sheboygan	3/25/15
13. Mike Riley	Mike Riley	2122 N 36th ST SHEBOYGAN	3/25/15
14. Ronald Wood	Ronald Wood	2206 N 35th Sheboygan	3-25/15
15. David Maas	Daryl Maas	3308 Geele Ave. Sheboygan	3/25/15

Certification of Petition Circulator

I, Herb Tyler (Name of circulator), certify: I reside at 3514 Geele Ave Sheboygan, WI (Circulator's residence - Include number, street and city.)

I further certify that I am a resident of the City of Sheboygan, Wisconsin and am age 18 or older. I personally circulated this petition and personally obtained each of the signatures on this paper. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residence given. I am aware that falsifying this cerfitification is punishable under Wisconsin statutes.

3/27/15 (Date)

Herb Tyler (Signature of circulator)

Subscribed and sworn to before me
this 27 day of March 2015.
Christine A. Rappel
Christine A. Rappel, Notary Public
Sheboygan County, Wisconsin
My commission expires 7/10/16.

II

Other Matters

R. O. No. ____ - 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

Pub Wks.

Respectfully submitted,

Bernard R. Rammer

Other Matters

II

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

Submitting a communication from Tre-Vaughn Poe requesting a waiver from the Sex Offender Residency restrictions in order to live at 1123/1125 N. 14th St. or 930A Michigan Ave.

Susan Richards
City Clerk

PP+S

APR 1 '15 PM 4:14

Date 4-1-15

My name is Tre-Vaughn Poe.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1123 or 1125 N. 14th St. or 930-A Michigan Ave.

Signature Dept of Corrections - Holly Rick, on behalf

Phone No (920) 459-6545

APR 1'15 PM 4:14

Date 4-1-15

My name is Angel Ramirez Sr.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1123 or 1125 N. 14th St or 930-A Michigan Ave.

Signature Dept. of Corrections- Holly Rick, on behalf

Phone No (920) 459-6545

CITY OF SHEBOYGAN

PUBLIC PROTECTION AND SAFETY COMMITTEE

APPLICATION FOR WAIVER OF SEXUAL OFFENDER RESIDENCY RESTRICTIONS

This application is pursuant to Section 70-265 of Sheboygan Municipal Code. Consistent with the policies set forth in Wisconsin Statute sections 938.299 and 938.78 mandating confidentiality, appeals involving juvenile offenders or offenses will be held in closed session, unless otherwise noted.

IMPORTANT: THIS APPLICATION SHOULD BE TYPED OR PRINTED IN BLOCK LETTERS IN BLACK INK.

DATE: 04/01/2015

NAME: Angel Ramirez Sr.

DATE OF BIRTH: 05/03/1991

CURRENT ADDRESS: Sheboygan County Detention Center

EMPLOYER: N/A

ADDRESS OF EMPLOYER:

HIGHEST LEVEL OF EDUCATION COMPLETED: High School Equivalent

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU

(Do not list names): N/A

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: A TLP – 1123 N. 14th Street, 1125 N. 14th Street or 930-A Michigan Avenue depending on availability.

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO

(Do not list names): Other offenders on supervision with DOC/DCC

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES:

Moved to Sheboygan with family as an infant and has been a Sheboygan resident since

Please answer the following questions and if needed, attach additional pages to this application.

1. In your own words, describe your sexual offense, including the date of conviction and details of the incident. In 2004, when he was 13, the offender licked the vaginal area of a 4 year old female acquaintance.

2. Have you ever been convicted of another criminal sexual offense pursuant to federal or state law? If you answered yes, please list dates and locations. No

3. Are you currently, or will you be upon release from incarceration, under the supervision of the Department of Corrections? Yes

4. If so, provide the name and contact information for your Agent. Holly Rick (920) 459-6545

5. Describe how you believe your sexual crime affected the victim in your case (without naming the victim). N/A

6. Please prepare a summary of your treatment history for proposal to the Committee. This portion of your appeal will be held in closed session and not released to the public.

While incarcerated/on supervision for the sexual offense the offender completed the required SO programming and the Victim impact programming

6a. Beside the treatment outlined in question 6, what other assurances can you provide to the Committee that you will not re-offend sexually in the future?

While the Department cannot guarantee that an offender will not reoffend, it is our belief that the he will have the best opportunity at success on supervision to be in a highly structured environment. We are requesting to place Mr. Ramirez at a Transitional Living Placement facility (TLP) that is leased by the State of Wisconsin Department of Corrections (DOC) and is monitored and staffed by employees of ATTIC Correctional Services (most of which at this time are also correctional officers). Monday through Wednesday, staff conduct two random checks of the residence; one between 12-6 am and one between 6-12 am. Thursday through Sunday, staff conduct three random checks of the residence. Other random checks are conducted as well by Department of Corrections staff and home visits are also conducted there. The purpose of these checks is to monitor offender compliance with rules, provide face-to-face interaction, a formal walk through to gauge the condition of the residence and the residents, and to ensure that there is no contraband within the residences. The Sheboygan Police Department has keys to these residences and periodically brings drug dogs through and/or administers preliminary breath tests (PBT's). Offenders are not allowed to have visitors while staying at the TLP. All offenders residing there are required to participate in the Electronic Monitoring Program (EMP). EMP is an additional tool that allows the Dept. to monitor offenders' comings and goings as well as provide structure through a set schedule of when they can be engaged in work, school, treatment or other activities, and when they need to be inside the TLP.

The purpose of the TLP is to provide structure, housing and enhanced monitoring for offenders transitioning back into the community. The philosophy behind it is to provide the offender with housing in order to gain employment, save money to obtain their own stable residence, participate in treatment and show a level of compliance with the objectives of supervision. Evidence based practice has shown that offenders who have stability in the "critical success factors" of employment, residence, treatment and strong connections to family members or other mature people who will help control offender behavior, are less likely to commit new criminal behavior. All offenders residing within the TLP are seen according to the Dept.'s Standards for Sex Offender supervision. Minimum contact standards for sex offenders recently released to supervision or placed at a TLP are: one agent to offender face-to-face contact every seven days, one home visit contact every 30 days (home visit requires face-to-face contact with the offender or collateral in the offender's home), two collateral contacts (face-to-face or by telephone) every 30 days with any of the following: treatment professional, law enforcement, spouse/significant other, landlord, neighbor,or chaperone, and monthly contacts with employer.

7. Do you require any special accommodations? PLEASE NOTE: Anyone wishing to appear before the Committee who, because of a disability, requires special accommodations, should contact the Office of the Chief of Police, telephone number 459-3343, at least 24 hours before the scheduled meeting so that arrangements can be made.

8. The Committee suggests that you bring other individuals to your waiver hearing to speak on your behalf. Anyone wishing to appear should also submit written testimony with this application.

AUTHORIZATION AND CERTIFICATION: Please read and initial each of the following statements. Your initials and signature verify that you have read, understand, and agree to abide by these statements.

Initial AR — I hereby certify that all statements made on, or in connection with, my application are true, complete and correct to the best of my knowledge and belief.

Initial AR — I understand and agree that any misstatements or omissions of material fact subject me to denial of this application.

Initial AR — I authorize the City of Sheboygan, its officers, agents, and employees to conduct a background check (including criminal) prior to making a decision regarding this appeal. I release and hold harmless the City of Sheboygan, their officers, agents, and employees, and the person(s) providing the information, from any liability related to the performance or result of this check.

Applicant's Signature _____ **Date** 04/01/2015

PLEASE RETURN THE COMPLETED APPLICATION TO: SHEBOYGAN CITY CLERK, 828 CENTER AVE., SHEBOYGAN, WI 53081
AFTER RECEIPT OF THIS COMPLETED APPLICATION, YOU WILL BE NOTIFIED OF THE DATE AND TIME OF YOUR WAIVER HEARING BEFORE THE PUBLIC PROTECTION AND SAFETY COMMITTEE. WAIVER HEARINGS WILL BE SCHEDULED APPROXIMATELY 30-45 DAYS AFTER RECEIPT OF APPLICATION.

III

Other Matters

Res. No. ____ - 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.

_____

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

9.5

R. O. No. ___ - 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

Finance

Claim #33-14

Process Server
Date 3/30/15 Time 9:15 A.M. - P.M.
Served Upon Susan Richards
828 Center Avenue, Sheboygan
( )Personal ( ) Substitute
( )Posted (X) Corporate

MAR 30 '15 PM 9:27

NOTICE OF CLAIM

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 12th 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 27th 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 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

II

Other Matters

9.6

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

Submitting a "Historical Designation Application - Sheboygan Municipal Auditorium and Armory" by Collin Kachel on March 31, 2015.

Susan Richards
City Clerk

Historic Preservation Commission

3-31-2015

Historical Designation Application:

Sheboygan Municipal Auditorium and Armory

516 Broughton Drive
Sheboygan, WI 53081

Submitted by Colin Kackel 3/31/15

City of Sheboygan
Historic Designation Application
Site or Structure

To be considered for designation by the City of Sheboygan Historic Preservation Commission, it is necessary for applicant to complete an application form and return it. The application is designed so that it can be completed without professional assistance.

NAME OF PROPERTY	Sheboygan Municipal Armory and Auditorium
LOCATION OF PROPERTY - STREET ADDRESS (PLEASE INCLUDE A MAP WITH THE PROPERY INDICATED)	516 Broughton Drive, Sheboygan, WI 53081
OWNER OF PROPERTY	City of Sheboygan

PRESENT OWNER (IF OTHER THAN PERSON COMPLETING APPLICATION)	City of Sheboygan
ADDRESS	836 Center Ave
CITY, STATE, ZIP	Sheboygan, Wisconsin 53081
DAYTIME PHONE NUMBER	(920) 459-3361

NAME OF PERSON COMPLETING APPLICATION	The Armory Foundation
ADDRESS	321 Bluff Ave
CITY, STATE, ZIP	Sheboygan, WI, 53081
DAYTIME PHONE NUMBER	(815) 341-3526

☑ **Please check box if this property has been identified as a potentially eligible property in the City of Sheboygan Architectural and Historical Intensive Survey Report. If so, please skip Items A, B, C, & D.**

DESCRIPTION OF PROPERTY

A.) **Please submit recent color photographs that show all sides of the exterior of the structure, views of the interior of the structure, and any associated outbuildings. The photograph will not be returned, and will be become a permanent part of our site records.** See Attached

B.) **Please draw a simple sketch map of the lot on which the structure is located or provide a recent property survey showing all improvements. Include all structures, streets, and other major features. Photographs of the buildings should be keyed to this sketch.** See Attached

C.) **Has the property been moved from its original site? If so, why, from where, and when?**
NO

D.) **Explain any way in which the property is presently threatened?**
Building is structurally sound and fully operational. It is however set to be sold for $1, not to be preserved, but to be demolished.

Return Form and Required Attachments to:

Department of Planning & Development
City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

If you have any specific questions, please call the Department of Planning & Development at 920.459.3377

The City of Sheboygan received a Historic Preservation grant-in-aid from the National Park service, U.S. Department of the Interior administered through the Historic Preservation Division of the Wisconsin Historical Society to conduct what became known as Phase One of the City of Sheboygan Architectural and Historical Intensive Survey, Phase One was executed during the period from March 2002 to July 2002, with the major objective of the project as identifying structures and districts of architectural or historical significance that are potentially eligible for nomination to the National Register of Historic Places. Phase One of the survey, carried out by

Jennifer L. Lehrke and Alissa Kuether ofLJM Architects, Inc., consisted of several major work elements: updating and completing a 1975 reconnaissance survey and providing negatives, survey maps, and inventory cards with photographs; conducting an intensive survey and providing site specific research and district survey forms; preparing an intensive survey report; and conducting two public education meetings.

The boundaries of Phase One of the survey lie within the limits of the City of Sheboygan and were delineated, due to time and budget constraints, to include only the most historic portion of the city with a northern limit of North Avenue, a southern limit of Indiana Avenue, an easterly limit of Lake Michigan, and a westerly limit of 14th Street as shown on the Survey Boundaries

Map. Phase One of the reconnaissance survey identified approximately 881 structures of architectural and historical interest, including resources outside of the boundary area that were previously identified during the 1975 reconnaissance survey. Negatives, survey maps, and inventory cards with photographs were completed or updated for each of the resources identified during the reconnaissance survey.

Of those identified during the reconnaissance survey. Phase One of the intensive survey focused on approximately 133 structures with the potential for listing on the National Register of Historic Places as determined by criteria set forth by the National Park Service, U.S. Department of the Interior and the Historic Preservation Division of the Wisconsin Historical Society. Site specific research was completed for most of the resources deemed eligible for listing on the National

Register. Six potential historic districts were also identified as part of Phase One of the survey of the City of Sheboygan. District maps and a brief description were completed for each of these potential districts and included in this report. While Phase One focused primarily on the northeast portion of the City, future phases were planned as a means to broaden the boundaries to encompass nearly the limits.

Phases Two, Three, and Four were funded through Community Development Block Grant monies from the U.S. Department of Housing and Urban Development which were administered through the

City of Sheboygan Department of City Development.

Phase Two and was carried out by Jennifer L Lehrke, Kelly Enders, and Marcus Zettler all ofj.JM Architects, Inc., during the period from May to August of 2004 The boundaries of Phase Two were delineated with a northern limit of Indiana Avenue, a southern limit of Washington Avenue, an easterly limit of Lake Michigan, and a westerly limit of 14"* Street or South Business Drive as shown on the Survey Boundaries Map. Phase Two's reconnaissance survey identified approximately 297 structures of interest of which approximately 31 structures had potential for listing of the National Register of Historic Places. One potential historic district was also Identified in Phase Two as described in latter pages of this report.

Stone

For much of the same reasons why brick was a popular material, stone was also a popular construction material in Sheboygan due to its fire resistive properties. It was used in churches, schools, and high-end houses. It was also a locally available material. There was a quarry in

Sheboygan that provided a buff colored limestone that can be seen on many of the city's

buildings. Refer to the Quarry section of Chapter 6 Industry for further information. Examples of historic stone buildings in Sheboygan include:

Address

615 North 6th Street

1227 North 7th Street

520 North 8th Street

522 South 8th Street

516 Broughton Drive

829 Pennsylvania Avenue

807 Superior Avenue

Terra Cotta

Name Date

Sheboygan County Courthouse 1934

Peter Reiss House 1906

Bodenstein Brothers Building 1893

Henry Foeste Store 1892

Sheboygan Municipal Armory 1940 eligible

Jacob Jung Carriage Factory 1 877

Holy Name of Jesus Catholic Church 1867-1872

Status

Listed

Eligible

Surveyed

Listed Eligible

Listed

Eligible

Terra Cotta was en vogue during the 1920s. Sheboygan has an unusually high number of terra cotta clad buildings. Examples of historic terra cotta buildings in Sheboygan include:

Address

707-709 North 8th Street

809-815 North 8'"Street

826 North 8th Street

1223 North 8th Street

1517 South 8th Street

Name Date Status

Mohr Bakery 1923 Surveyed

Bowler Building 1926 Surveyed

Sheboygan Theatre 1928 Listed

Great Lakes Blue Printers unknown Surveyed

South West State Bank 1923 Surveyed

Clay Tile To coincide with the many terrific examples of Mediterranean and Spanish influenced buildings,

Sheboygan has an unusually high number of buildings with extant clay tile roofing. Besides the sampling of buildings listed previously in the Period Revival style section above, other examples of historic buildings with clay tile roofing in Sheboygan include:

Address

1213 North 4th Street

2016 North 5th Street

2302 Nonh 6th Street

329 Bell Avenue

428 Clement Avenue

333 Clifton Avenue

Prairie Style

Ihe/prairie style Is_influenced by the architecture of Frank Lloyd Wright and other architects in

It was popular in Wisconsin from 1895 to 1920 and is still :ay;..It.is Primarily a residential style which features a certain horizontal quality. This is s, horizontal banding of easement windows, and

These buildings may be clad in brick with stone trim or stucco with dark wood trim. They have a large, low chimney or hearth which

Sheboygan has a couple fine examples of Prairie

Style architecture which include:

Address

403 Lincoln Avenue

310St.ClairAvenue

Art Deco

Name

Fred Horstbrink House

E. A. Zundel House

Date Status

1914 Surveyed

1910 Eligible

Art Deco is a more modern style, dating from 1925 to 1940 in Wisconsin. It features clean, smooth surfaces and geometrical massing with stepped or setback facade and a vertical orientation. These buildings are adorned with stylized decorative elements and sunrise, zigzag, or chevron patterns made of metals, glazed bricks, or mosaic tiles which are used at openings, spandrels, or parapets. Windows and doors are often metal. Art Deco styled buildings in

Sheboygan include

Address

615 North 6th Street

2523 North 13th Street

1226 North Avenue

Art Moderne

Name Date Status

Sheboygan County Courthouse 1934 Listed

Private Residence 1939 Surveyed

Urban Middle School 1938 Eligible

The Art Moderne style followed the Art Deco Style and was popular in Wisconsin from 1930 to

1945. It too had smooth wall finishes, but it was more streamlined. It featured rounded corners,

horizontal banding, circular elements, and little to no surface decoration. What decoration did exist was focused at doorways and windows and consisted of metal or structural glass panels or

trim. Aluminum and stainless steel were widely used materials in this style for doors, windows, railings, and balusters." Art Modeme styled buildings in Sheboygan include:

Address

2335 North 3rd Street

516BroughtonDrive

1803 Calumet Drive

Name

Private Residence
Sheboygan Municipal Armory

Gale Chevrolet Company

Date Status unknown Eligible 1940 Eligible

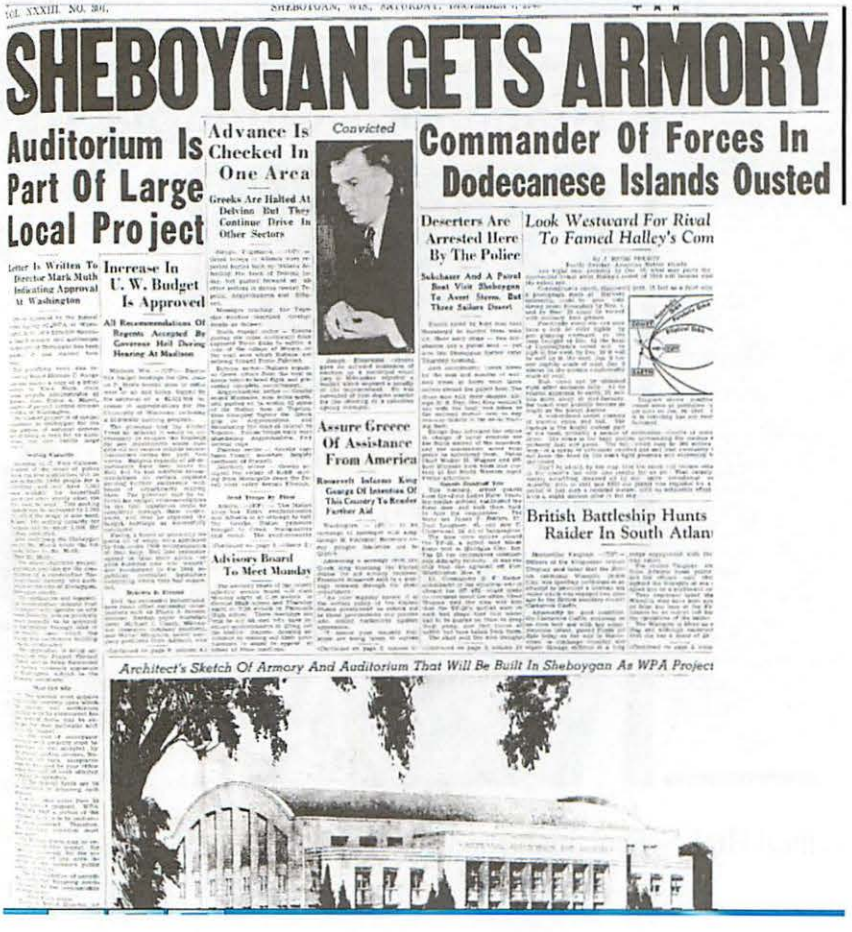
1946 Surveyed

The Historical Significance of the Sheboygan Armory is overwhelmingly based on the following historic events and could possibly retain more historic significance then any other building currently standing in Sheboygan as of March 2015

8/13/1940 – Sheboygan Common Council resolution submitted for construction of the Armory

8/19/1940 – Sheboygan Common Council approves plans to build the Sheboygan Armory and Auditorium

8/23/1940 – The total cost of the Armory is projected to be $204,000, $154,000 of this is covered by a grant from the Federal WPA Project



Vol. XXXIII. No. 306. SHEBOYGAN, WIS., SATURDAY, DECEMBER 7, 1940 TEN

SHEBOYGAN GETS ARMORY

Auditorium Is Part Of Large Local Project

Letter Is Written To Director Mark Muth Indicating Approval At Washington

Increase In U. W. Budget Is Approved

All Recommendations Of Regents Accepted By Governor Heil During Hearing At Madison

Advance Is Checked In One Area

Greeks Are Halted At Delvina But They Continue Drive In Other Sectors

Convicted

Commander Of Forces In Dodecanese Islands Ousted

Deserters Are Arrested Here By The Police

Sekhauer And A Panel Beat Visit Sheboygan To Asset Slayer, But Three Sailors Desert

Look Westward For Rival To Famed Halley's Com

Assure Greece Of Assistance From America

Roosevelt Informs King George Of Intention Of This Country To Render Further Aid

British Battleship Hunts Raider In South Atlan

Advisory Board To Meet Monday

Architect's Sketch Of Armory And Auditorium That Will Be Built In Sheboygan As WPA Project

6/1/1941 – Cornerstone laying ceremony followed by a parade

5/22-24/1942 – GRAND OPENING featuring the Mammoth Olympia Indoor Circus (sponsored by the Sheboygan Baseball Association)

18 THE SHEBOYGAN (WIS.) PRESS, THURSDAY, MAY 21, 1942

Press Camera Man Gets Pictures Of New Armory And Its Forem

The above photos taken by The Press photographer, show the outside and also the interior of the new Sheboygan Municipal Auditorium and Armory which will be open to the general public Friday and Saturday; when the Olympia Circus shows here. Pictured in the center is Jos Fridzel, construction foreman who had charge of the building of the huge aluminum roofs since to finish. The new-type bleachers can be seen in the picture at the right and also the basketball back-board. Although the grounds about the building have not been completed as yet, a special board walk has been laid to the entrance to the building and lights have been pushed along so as to have the entire building complete evening.

Armory To Open Doors For First Time To Public Here

Increase in size, beautiful of exceptional facilities will be at appearance, well-arranged in construction, Sheboygan's new municipal Armory will open its doors to the public for the first time this week-end as the great Olympia indoor circus brings opportunity for the occasion.

When on Friday the chrome-trimmed doors swing wide to admit the several hundreds of persons into the Armory, there will be no question as to the exacting which the new building will receive; it will all be of accord — splendid.

From basement to ceiling-top, from glass-bracked wall to solid siding, there is little room for disappointment in Sheboygan's latest architectural achievement. Designed for both beauty and hard use, the building admirably suits both demands.

Fine Seating Capacity

This week-end it is to be a circus—and the physical setup is excellent for it with its spacious flooring and fine seating capacity. One day it will be a dance—and with the bleachers pushed back against the wall, with the hanging tapestry, it will be reconstructed into a beautiful ballroom. In fall will come basketball, and the polished hardwood floor, large and well-scaled, will be to splendid sight of every one no matter where the seats' location. And for dramatic works, for speeches, for exhibitions, for whatever the subject, the new Armory will always be wholly adequate for the occasion and quite in harmony. It's an all-around building, ready for anything.

You come in from the front off Broughton drive with a choice of any of seven double doors — and once in you step onto a terrazzo attractive terrazzo floor patterned of military design. A red, white, and blue American military star is the center design just in front of the box office, while red-tiled chevrons form a break between the two field grass at the ends of the main terrazzo corridor in the lobby.

Four double doors will help prevent any bunching on the ground floor, while double stairways wind up to the second floor where balcony seats may be reached from any of several doorways. Upholstered broadseat, smoothly-finished, sets off the modernistic serenity of the interior with just the right touch of "richness" and yet the highly-polished hand-rails and rubbed down with carborundum, which changes the color from a dusky gray to a near-white surfacing. This also matters is obtained by electrically vibrating the wet concrete in the forms so that all the finer particles of sand and cement fill in next to the wood forms. After the forms were removed, all of the concrete was gone over with a fine stone so most want to fill in any pores in the concrete that yet remained. Finally, every inch of surface was gone over with carborundum stone, immediately off the stage to the left is the kitchen where will shortly be installed all the appliances and equipment of a modern well-appointed cuisine, from which may be served whatever is necessary for the occasion.

Concrete Beneath Floor

Unseen by the public but substantially there, nevertheless, is a solid concrete floor lying beneath the beautiful maple flooring on which baseball markings have already been painted. Two flooring is of inch and a half thickness over a mass of twenty-three inch concrete on top of the concrete. At each end of the floor are the new backboards, suspended by steel-jointed superstructures.

High above in the ceiling, its apex height well-filled by a mass of silvery girders and joists with gray insulating block filling in, high-arched, three-inch thick acoustic insulating blocks make up the entire roof in a design which is reported to give excellent listening to every one in the auditorium. An intricate arrangement of huge ventilators with fine hot air being blown into the auditorium from vents in the ceiling, blown downwards and drawn out again at floor level like the remainder of the ceiling space, like the rest completely sprayed with silver paint.

In the summertime cold air can be pumped into the auditorium in the same manner, giving the building a complete air-conditioning system.

On the ground floor six regulation volleyball theaters — ten feet, in each section — fold amazingly smoothly against the walls when not in the to give more floor space when it is needed in the event of a large convention or dance. The sections half roll, half fold together to virtually telescope into a space less than a yard at width when pushed back.

All Seats Good

Above are the three — so say, with both aisle — balcony sections of seats, like the downstairs without tacks, but of surprisingly comfortable arrangement. These permanent seats, set on concrete, to form with seats the semi-circle and continuing a complete view of the playing floor area downstairs.

Attractive in the background are the glass block sections which fill a good share of the end space and lend both light and buffer to the auditorium as the transmitter

Many Storage Rooms

Having dominance in the basement are the numerous utility rooms for storage of materials and equipment, along with the large heating plant which consists of a combination oil steam and hot air heating. One of the two boilers in the basement is sufficient to heat the building separately, and the other will be kept in reserve for unusually cold weather or for occasions when the boiler is being cleaned.

And ere word into that a year ago — last June 1, the corner stone was laid — Sheboygan's quarter-million dollar Armory is being opened to the public for the first time, a building costing long efforts to secure suitable armory and consequently auditorium facilities here.

And for words of Adj. General Ralph M. Immell, sponsor of that realization are mindful here:

"The lining of steel, and not cement into a rugged, purposeful structure is likewise a symbol, a symbol of the American way. For today from our soil, our wealth and our resources we forge an tool, axe, and at the at the same time for our defense even sharper than these swords of share and steel.

"We build with steel and stone, with bone and nerve, with our wealth and materials as that our loved ones, our neighbors, our children's children, may know the freedom, security and happiness we have known."

It's Here! Opening Performance Is Friday Night! Bring The Family To See T

Mammoth Olympia Indoor

CIRCUS

Direct From The Chicago Stadium

Sheboygan's New Armory

LOCATED AT BROUGHTON DRIVE AND PENNSYLVANIA AVENUE

THREE BIG DAYS

Friday -- Saturday -- Sunday

Regular Performance at 8:30. Matinee Saturday and Sunday at 2:30

General Admission

Adults 55c

Children 28c

RESERVED SEATS $1.10

(Tax Included On All Admissions)

MATINEE Saturday - Sunday

The Seven Fredysons

14 - Big Acts - 1

6/11/1942 – First North/Central High School graduation ceremony held at the Armory, 584 total graduates

7 /4/1942 – Armory to be dedicated on the Fourth of July

9/28/1942 – Hollywood stars "Dennis Morgan and Irene Manning" perform in a war bond fundraiser including local high school bands. Over $300,000 in bonds are sold at this one event

10/7/1942 – Rev. A.F. Allie speaks to maximum capacity audience (A.F. Allie was a Catholic Missionary in Hong Kong at the time of the Japanese WWII occupation)

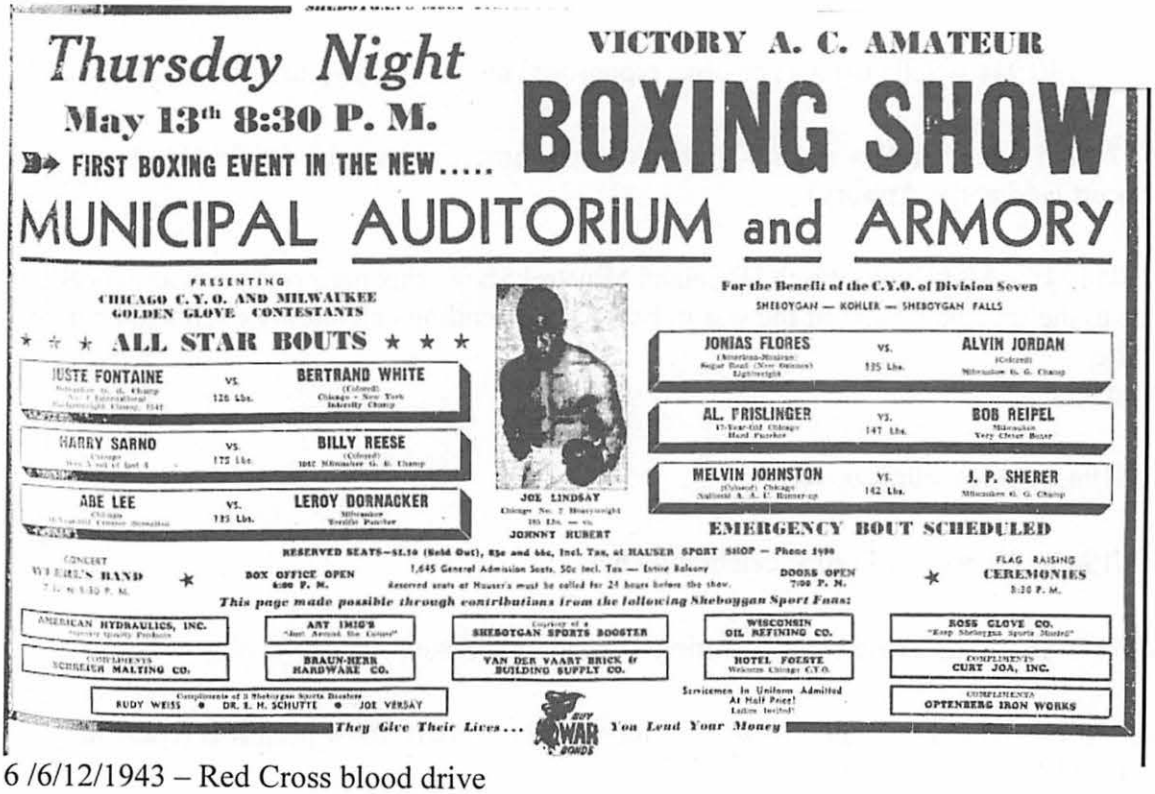
11/11/1942 – Armistice Day Ball

!11/14/1942 – U.S. Army gives public display of new equipment in a recruitment drive

11/21/1943 – First of many High school basketball games between Sheboygan North andCentral/South High schools to be played at the Armory

1/24-27/1943 – Shrine Circus (sponsored by the Sheboygan Redskins basketball club)

5/15/1943 – Gold Gloves amateur boxing



6 /6/12/1943 – Red Cross blood drive

6/13/1943 – Keep Singing America concert/show

8/21-22/1943 – Wisconsin State Gladiola Festival

9/17/1943 – Father Flannagan (founder of Boy's Town) and war veteran graduates of his school speak in support of the war effort

10/1 7 /1943 – The Lutheran Hour with speaker and founder Dr. Walter Maier, crowd of over 3,000 (Broadcast internationally by 450 radio stations)

11/11/1943 – 25th Armistice Day Anniversary Celebration

11/21-25/1943 – Sells Shriner Circus (sponsored by the Sheboygan Redskins basketball club)

4/9/1944 – Sheboygan Firefighters Easter Ball

4/15/1944 – Mel Hummitzsch Dixieland Minstrel Show

4/27/1944 – Golden Gloves Boxing

10/14/1944 – WAC recruiting drive

11/25-29/1944 – Sells Circus performs (sponsored by the Sheboygan Sportsman's Club)

2/17/1945 – Joe Sanders and the Nighthawks perform (claims to be the first big band concert held at the Armory)

4/1411945 – Mel Hummitzsch Dixieland Minstrel Show (this performance was cancelled due to the speculated end of the war in Europe and pending celebratory events to be held at the
Armory)

4/7/1945 -Al Kavelin Concert

5/8/1945 – Victory in Europe celebration held

6/17 /1945 – Vaudeville show featuring The Dinning Sisters and Red Foley

6/23/1945 – Don Mc Neills Breakfast Club morning variety show performs (coast-to coast ABC radio broadcast)

6/23/1945 – Lawrence Welk Orchestra

8/4/1945 – "Tiny" Hill and orchestra

9/22/1945 – The Blue Barron Orchestra

10/8/1945 – The Darlings of Rhythm all-girl orchestra

12/31/1945 – Romy Gosz the Polka King performs at New Years Eve dance

4/21/1946 – Sheboygan Firefighters Dance

5/5-6/1946 – Mel Hummitzsch Dixieland Minstrel Show (sponsored by the Garton Toy Goodfellowship Club)

6/8/1946 – Eddie Howard and his band perform 8/8/1947 – Six Fat Dutchmen hand performs 8117/1946 – Formal initiation of V ,F.W. Post 1230

11/13/1946 Cheyenne Mountain Dancers (square dancing)

11/11/1946 – American Legion Armistices Day Bali 11129/1946 – De Laval milking machine demonstration

3/14/1947 – Fred Waring and the Pennsylvanians perform (barber shop), reported by The Sheboygan Press to be the largest audience to see a performance at the Armory to date. The Chordettes were an opening act.

4/6/1947 – Fireman's Balt

4/19-20/ I947 Mel Hummitzsch Dixieland Minstrel Revue (sponsored by the Garton Toy Goodfellow- ship Club)

6/12/1947 – Golden Gloves Boxing

8/16/1947 – Victory Japan Day Dance (Carl Byrnes band)

8/1711947 – "Queen for a Day" touring show

921/1947 – Vavne King and the Skaters

10/3/1947 – Paul Scott's Partytiners

10/11/1947 – Showing of Nazi documentary fllrns 10122/1947 Tommy Dorsey Orchestra

10/30/1947 – Hollywood Skating Revels (roller skating) 111411947 – Professional Wrestling

11/8/1947 – Vatican Choir performs before an audience of 800

11/22/1947 – Victor Borge (musician/comedian) 11129/1947 Frankie Yankovic and his orchestra

1948-1949 – Sheboygan Press refers to a "Lutheran Flour" presentation at the Armory

3/18/1948 – Northeast Wisconsin Education Association to meet (over 4000 educators attended)

4/10/1948 – Russ Morgan Orchestra 4/17-1811948 = Mel Huntmitzsch Minstrel Show

4/24/1948 – Phil Spiltany with '"the !tour of Charm" all girl orchestra

5/1/1948 – Spike Jones and his band performs in his only Wisconsin appearance

5/8/1948 – Fox River Valley high school music festival (350 musicians expected)

5/13/1948 – Christian Youth Fellowship Program 5/16/1948 Square Dance Jamboree

5/20/1948 – Golden Gloves Boxing

5'22-23/1948 – Hollywood Animal Stars,
6/15/1948 "Flour of Chami" all girl orchestra draws 2,100

8/22/1948 – Wisconsin State Federation of I.abor meets
on either this date or the 16th, (600 attended)

11/30/1948 – Boys Town Choir draws 3,000 3/6/1949 – Vaughn Monroe and Orchestra

3/8/1949 – Horace 1-leidt and his Musical Knights concert and talent show (drew over 5,000 attendees,/ maximum capacity for standing room only crowd)

4/23'1949 "The Great Virgil' (Magician)
4/26/1949 – Professional Wrestling (This event featuring arguably the most popular wrestler of the time, Gorgeous George, was originally scheduled to be field at "The Playdium." Due to the amount of public interest, it was moved to the Armory which was able to house a larger audience.

4/27-29/1949 – Three Day Home Show (sponsored by the American Legion Post No. 83)

5/4/1949 – Golden Gloves Boxing

5/7-8/1949 – Mel Hutnrn.itzsch Dixieland Minstrel Revue (sponsored by the Garton 'fay (Goodfellowship Club)

5/15/1949 – Square Dance Jamboree

6/28/1949 – Dick Contino accordionist/ talent show

8/28/1949 – Barbershop Chorus Competition , it featured 1.000 singers from throughout the Midwest and drew a crowd of 3,400)

10/20/1949 – Professional performance of "Carmen" (Opera)

10/30/1949 – U.S. Marine Rand

11/3/1949 – Sheboygan Redskins defeat the Boston Celtics 98-83 in the Armory's inaugural NBA game before a crowd of 2200 fans

11/12/1949 – Live Mink Show draws hundreds

11/25-26/1949 – Icelandia" a comedy aerobatic ice skating revue. The first event in which the Armory floor is iced.

SCOOP . . . IN PERSON

ENTERTAINING ENTERPRISES, PRESENTS

SHEBOYGAN'S **FIRST** INDOOR ICE REVUE

ICELANDIA

ICE REVUE EXTRAVAGANZA

One Of The Greatest Collections Of Ice Skating Talent In The World

Joanne and Buff McCusker, husband-and-wife stars of "Icelandia," the famous musical-show-on-ice soon to be presented locally. Buff made a motion picture and toured America as skating partner of Sonja Henie.

- Youth
- Color
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The Nation's Leading Male Skater

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Acclaimed By Critics As The Greatest Comedienne On Skates

BEAUTIFUL

Marie Purviance

DARING

Skee Goodheart

And A Host Of Others

In A Thrilling 2-Hour Show

3 PERFORMANCES-Municipal Auditorium

This Coming FRIDAY and SATURDAY, Nov. 25 and 26

Friday Night, 9:15 P. M.. Admission 2.40. 1.80. 1.20

12/11/1949 – Sheboygan Symphony Christmas Concert draws over 1000 spectators

1/20/1950 Gene Autry 'The Singing Cowboy" and his entourage perform (sponsored by The Playdium)

2/11/1950 – St. Olaf Choir

2/22/1950 – Horne Heidi. Talent Show auditions

5/4/1950 – Over 1,000 Boy Scouts participate in 'Scout- a -Ree"

5/15/1910 –U.S. Armed Forces Day speeches and banquet

5/21/1950 Square Dance Jamboree

6/17/1950 – Hollywood figures Don Ragon and Denise Darcel concert

8/27/1950 – KWA (Kohler Workers Association) membership meeting at Armory, committee recommends acceptance of contract proposal

10/12-15/1950 – A large sporting show featuring primarily huntingand fishing related-exhibitions.total attendance at around 3,000 (sponsored by the Sheboygan Employees Association)

10/15/1950 – Wiled Band

11/19/1950 – Phil Spiltany and the "Hour of Charm" all- Girl orchestra

12/9/1950 – The Sheboygan Civic Orchestra and Acappella Choir concert

1951 – Central High announces that it will play all of its home basketball games at the Armory. (Central had been playing all of its games vs. Sheboygan North at the Armory since 1943,)

2/18/1951 – Horace Heidi Talent Show (This performance was taped for broadcast on national television by CBS and was aired on

4/2/1951. This was the first nationwide broadcast to originate from Sheboygan.)

2/18/1951 Sheboygan Municipal Band

3/16/1951 – Walter Reuther, President of the national (JAW CIO labor union speaks to Kohler employees in an attempt to organize Kohler workers under the national union leadership. (1,500 1,800 employees)
3/27/1951 – UAW-CIO defeated in election at the Armory by existing Kohler Workers Association
4/14/1951 – University of Wisconsin Madison concert hand performs for 1.000

5/20/1951 -. Dance (Square Dance with the Ken Kossman Orchestra)

5/27/1950 – Catholic Marian Rally (Coronation *of* Mother of God festival) 3,500 attend

6/10/1951 – Father Knackert Silver Jubilee Reception (Catholic)

6/24/1951 – Land-o-Lakes Barbershop Chorus Competition (3,560 in attendance)

7/4/1951 – Fourth of July Program, 4,000 in attendance

0/21/1951 – NBA Exhibition Basketball Game, Milwaukee Hawks vs. Indianapolis Olympians (The Redskins were not members of the NBA beyond its inaugural season. Attendance for this event was much lower than expected.)

10/24/1951 – Loyal Order of Moose sponsored a circus

10/28/1951 – Reformation Day Service (Lutheran)

12/9/1951 -The Sheboygan Civic Orchestra

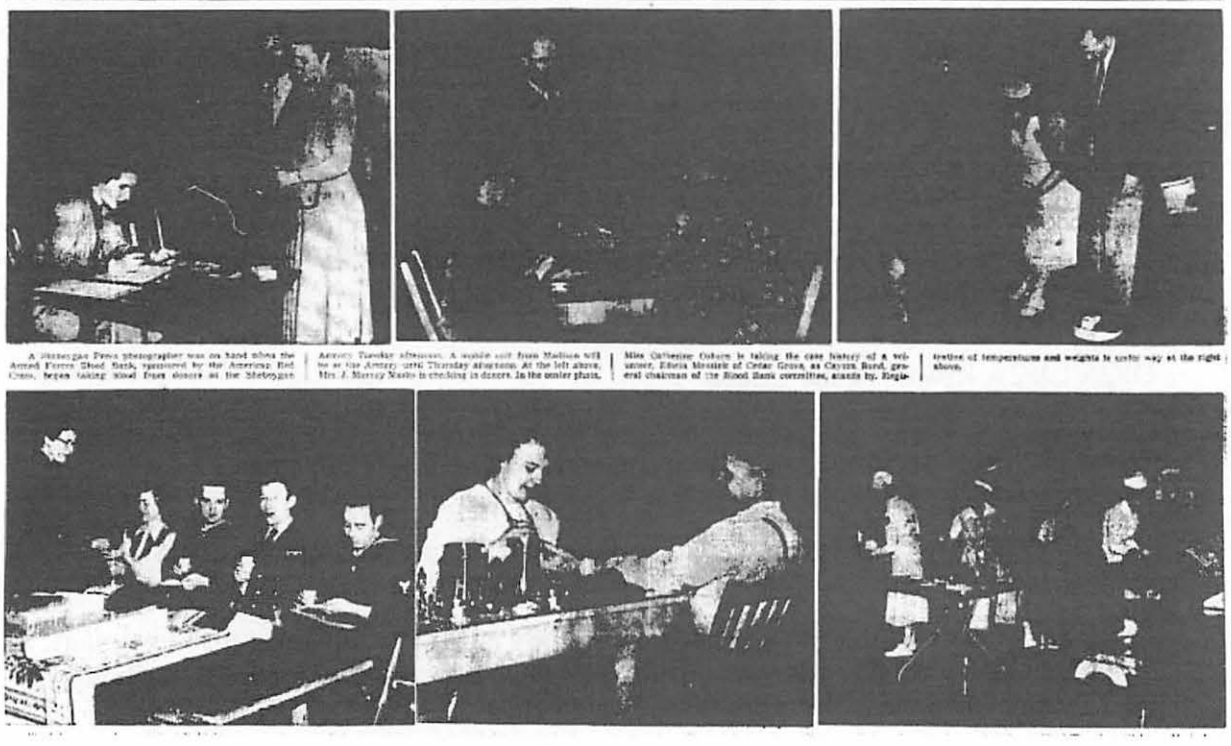
12/16/1951 -Armour Leather Company Christmas Program (800)

12/17 /1951 – The Badger State Recreation Club holds its Christmas Party for 800 members/family

12/29-30/1951 – Six County Live Mink Show

12/29-2/1/1952 – Red Cross Blood Drive

Red Cross Blood Bank For Armed Forces Is Set Up At Sheboygan Armory



2/3/1952 – Sheboygan Municipal Band

3/5/1952 -The Texas Cowgirls vs. members of the Green Bay Packers

3/8/1952 – Girl Scout 40th Anniversary Rally, over 2,000 attend

3/25/1952 – Republican presidential candidate Robert Taft speaks to a crowd of 1400

5/11/1952 – Large meeting of the Kohler Workers Association to discuss the UAW charter

5/25/1952 – Catholic Marian Rally (Coronation of the Mother of God festival) 3,000 attend

6/4/1952 – Choraliers perform

6/8/1952 – Walter Reuther, President of the National UAW-CIO Labor Union speaks to Kohler employees in an attempt to organize workers under the national union leadership (800-1000 employees)

6/22/1952 – Barbershop Chorus Competition

9/5-7/1952 – Iowa and Wisconsin Jehovah Witness Convention

9/20/1952 – Fred Waring and the Pennsylvanians perform (barber shop)

10/16/1952 – U.S. Vice-President Alben Barkley speaks on behalf of local Democratic candidates for political office (2000 attend)

l 0/23/1952 – Actor Robert Montgomery speaks on behalf of local Republican candidates for political office, over 3,000 attend.

l 0/25/1952 – Kiwanis Club Circus

11/2/1952 – Reformation Day Service (Lutheran) More than 3,500 attend

12/1411952 – Armour Leather Christmas Party (800 employees /family attend)

11/5/1953 – NBA regular season game Milwaukee Hawks vs. Indianapolis Olympians. (Poor attendance would make this the last attempt to present NBA games in Sheboygan for 15 years when the Milwaukee Bucks would enter the league as an expansion team.)

11/24/1953 – Owen's Lloyd Circus (sponsored by the Optimists Club)

2/8/1953 – Sheboygan Municipal Band

2/1411953 – UAW- Kohler Worker Association meeting held discussing terms of proposed labor contract, 2800 attend, labor contract is later approved

3/27/1953 – Northeast Wisconsin Education Association (over 5000 educators attended)! !

4/27/1953 -Food Convention and Dinner (sponsored by Schultz Brothers Company, 900

retailers/family attend)

5/311953 – Catholic Marion Rally (Coronation of the Mother of God festival) 2,500 attend

5/ 15-16/1953 – Scout-o-Rama 1953 (very large scouting event with over 2,000 Scouts and

large crowds attending)

5/25/1953 -Trinity Evangelical Lutheran Church Centennial Banquet

6/4/1953 – Due to rain, the combined Sheboygan high school graduation is moved from Vollrath Bowl to the Armory. The building maximum capacity was met and some hopeful spectators were turned away. 524 seniors graduated.

7/25/1953 – UAW-KW A authorize Kohler Company strike

10/1/1953 – Hollywood Circus (sponsored by Co. D of the Wisconsin National Guard)

11/11/1953 – Reformation Day Service (Lutheran)

1/15/1954 – Gene Autry" The Singing Cowboy" and his entourage perform

GENE AUTRY, America's favorite cowboy, with his famous horse, Champion, and his second wonder horse, Little Champ, are coming to Sheboygan Jan. 15, for a big show at the Municipal Armory. The great Western star is bringing his "Hit Show of 1954" to this city under the auspices of the recently formed Lakeshore Kiwanis Club. There will be two performances, one at 4:30 p.m. and the second at 8:30 p.m. Tickets are now on sale at Hansen's Sport Shop, and mail orders are being accepted. The Rev. E. Duane Hulse, president of the Lakeshore Kiwanis Club, stated that Autry is making only three stops in Wisconsin on his coast-to-coast tour. He will visit Sheboygan, Green Bay and Milwaukee. Included in the show will be all the favorites of the Autry movies, television shows and radio programs. There will be Pat Buttram, the Cass County Boys, Rufe Davis, Carl Cotner and his violin, the Jemez Indians and Barbara Bardo.

2/10/1954 – Republican Party holds Lincoln Day Dinner

4/22/1954 – Golden Gloves Boxing

5/2/1954 – Over 1,000 people attended the Catholic Marian Rally (Coronation of the Mother of God Festival)

5/5/1954 – Kohler union meeting of over 2,000 vote to accept terms of the Wisconsin Labor Relations Board that permits conditions for resuming negotiations over labor contract dispute! !

5/9/1954 – Food Convention and Dinner (sponsored by Schultz Brothers Company, 600 retailers/family attend)

5/13-14/1954 – Boy Scout Circus draws over 5,000 attendees over its two day run

5/22/1954 – Walter Reuther UA W-CIO President speaks to Kohler striking workers at Armory

6/10-12/1954 – American Dairy Association and the Sheboygan Chamber of Commerce

sponsor a festival celebrating all aspects of the local dairy industry

9/27/1954 – U.S. Marine Band

10/31/1954 – Reformation Day Service (Lutheran) draws 3,000

11/7/1954 – Wuerl Band

11/17/1954 – Emil Mazey from the national UAW offices speaks to Kohler workers at the Armory, 2,200 attend

11/22/1954 – St. Norbert's vs. Mission House College basketball game. This was the first use of the Armory for basketball by Mission House. (Mission House was later to become Lakeland College and played many home games in the Armory until 1984)

12/9/1954 – Recollection Day service (Catholic) 900 attend

March 1955 – State High School Basketball Regionals held at the Armory. The Armory would house this event annually.

4/16/1955 – Sheboygan Kennel Club Dog Show

4/22/1955 – 1955 Scout-0-Rama

5/2/1955 – Catholic Marian Rally (Coronation of the Mother of God festival) 2,800 attend

6/11/1955 – Combined North/ Central High School graduation held at the Armory due to rain (over 4,200 people attended, once again over the maximum allowed attendance for such an event).

8/3/1955 – 2,000 striking Kohler workers meet to hear progress reports from negotiations being held in Chicago

10/6/1955 – U.S. Navy Band (2 shows, afternoon youth concert and a public evening concert)

10/30/1955 – (Lutheran) Reformation Sunday ceremony held for 2,500 celebrants.

11/1 /1955 – Harlem Globetrotters play/perform (1,300 attend)

11/13-14/1955 – Kiwanis Club circus

12/15/1955 – (Catholic) Day of Recollection ceremony

2/2/1956 – "Sports Night" Speaking event featuring a number of local and national sports celebrities draws 1500

12/4/1956 – March of Dimes Ball

2/12/1956 – Sheboygan Municipal Band

2/25/1956 – National Guard recruiting drive

4/14/1956 – Sheboygan Kennel Club Dog Show

5/3-5/1956 – Scout-0-Rama Circus (The first two days draw over 4,000)

5/6/1956 – Catholic Marion Rally (Coronation of the Mother of God festival) This is the sixth year

holding this event at the Armory and 3,000 attend.

7/29/1956 – Barbershop Choir Competition (The Sheboygan entry in this competition would win and eventually compete in the national competition held in Los Angeles later this year.)

9/22/1956 – "Year in Harmony Concert" (barbershop). This is a fundraiser for the local group traveling to Los Angeles for the national competition.

10/17/1956 – Professional wrestling

10/20/1956 – Kiwanis Club circus

10/28/1956 – (Lutheran) Reformation Sunday Ceremony held (1,500 are in attendance)

11 /4/1956 – "Get out the Vote" (A voter registration drive conducted by William Proxmire, Democratic candidate for governor)

11/8/1956 – Wuerl Band

11/17/1956 – Fred Waring and the Pennsylvanians

11/21/1956 -The Armory is selected as the site of the Policeman's Ball for the first time.

12/ 13/1956 – (Catholic) Day of Recollection ceremony

1/17 /1957 – Professional Wrestling returns to the Armory as over 3,000 attend.

2/4/1957 – Sheboygan Common Council passes a resolution allowing free use of the Armory to "worthy" organizations for non-spectator events. This is one aspect of an ongoing struggle within the council between elements who want the Armory to be self-supporting and those who desire the Armory to be available to the most uses.

2/16/1957 -March of Dimes Ball

2/21/1957 – Professional Wrestling

2/23/1957 – "Greater Sheboygan Incorporated" holds a rally promoting Sheboygan and

Sheboygan businesses

3/3/1957 – Sheboygan Municipal Band

3/10/1957 – The Guy Lombardo Orchestra

3/ 14/1957 -Professional Wrestling

3/26-29/1957 – "Rhapsodies of Recipes Cooking School"

4/2/1957 – Rotary Banquet

4/9-11/1957 – Sheboygan Home Show (sponsored by the Sheboygan Employees Association)

4/18/1957 – Professional Wrestling

5/5/1957 – Catholic Marian Rally (Coronation of the Mother of God festival)

5/9/1957 – Professional Wrestling (Boxing great Joe Louis acts as referee for this event)

6/1/1957 -Barbershop Jamboree (1,000 attend event to raise funds for Sheboygan group to

compete in international competition in Los Angeles)

6/9/1957 – UAW Local 833 Talent Show

7/16/1957 – Disabled American Vets Vaudeville and Variety Show

9/28/1957 – Barbershop Festival

10/10/1957 – Professional Wrestling

10/12/1957 – Kiwanis Club circus

10/27 /1957 – Lutheran Reformation Rally draws 1,400

11/14/1957 – Professional Wrestling

11/27/1957 – Policeman's Ball

12/8/1957 – Wuerl Band

12/ 15/1957 – 500 attend Armour Leather Christmas Party

1/25/1958 – March of Dimes Bal

2/9/1958 – Sheboygan Municipal Band

2/27/1958 – Professional Wrestling

3/26/1958 – Professional Wrestling

3/28/1958 – Northeast Wisconsin Education Association convention draws over 5,000 educators. Participants unable to attend due to overcrowding are able to view activities via Sheboygan's first use of close circuit television at the YMCA.

4/1/1958 – Armory to be used for Major and Junior A recreation basketball league games.

4/8-10/1958 – Sheboygan Home Show (sponsored by the Sheboygan Employees Association)

4/12-13/1958 – National Guard Open House event

4/ 19/1958 – 2,800 attend a labor rally

4/24/1958 – Professional Wrestling

4/26/1958 – Adams Brothers Circus performs

5/9-10/1958 – Scout-0-Rama 1958

6/14/1958 – Music by "The Crescendoss" (This is the first event referred to as a "teen dance". Over the next sixteen years these events became increasingly popular.)

9/6-7/1958 – Custom Car Show

9/27/1958 – Barbershop Concert

10/1-4/1958 – Greatest Sale on Earth (Kuechle's and Muller's band together for Furniture and Appliance Sale)

10/1811958 – Policeman's Ball

10/22/1958 – U.S. Marine Band

10/23/1958 – Professional Wrestling

10/31/1958 -The Armory gets a new roof

11/2/1958 – Reformation Day Service (Lutheran)

11/5/1958 – The Harlem Globetrotters play/perform for 3,700

11/11/1958 – Veteran's Day Program

12/1/1958 – Wuerl Band

1/31/1959 – March of Dimes Ball

3/8/1959 – Sheboygan Municipal Band

3/12/1959 – Kiwanis Club International president speaks at a Kiwanis banquet held at the

Armory

4/17 /1959 – Catholic Youth Concert (attended by 2,500)

4/21-23/1959 – Sheboygan Home Show (sponsored by the Sheboygan Employees Association)

5/2/1959 – Turners sponsored "Circus-Rama," draws 3,500

5/23/1959 – Professional Wrestling (event relocated from its original Milwaukee booking)

9/19-2011959 – Kustom Car Show

9/2611959 – Barbershop Festival entertains 2,500

9/30/1959 – "Store Front" show (lighting fair)

10/17/1959 – Policeman's Ball

11/1/1959 – (Lutheran) Reformation Rally Service (the largest Reformation Rally in the Armory with between 3,100 and 3,500 attending).

11/7/1959 – Kiwanis Public Auction

11/10/1959 – Recreation Basketball League is granted use of the Armory for the upcoming season.

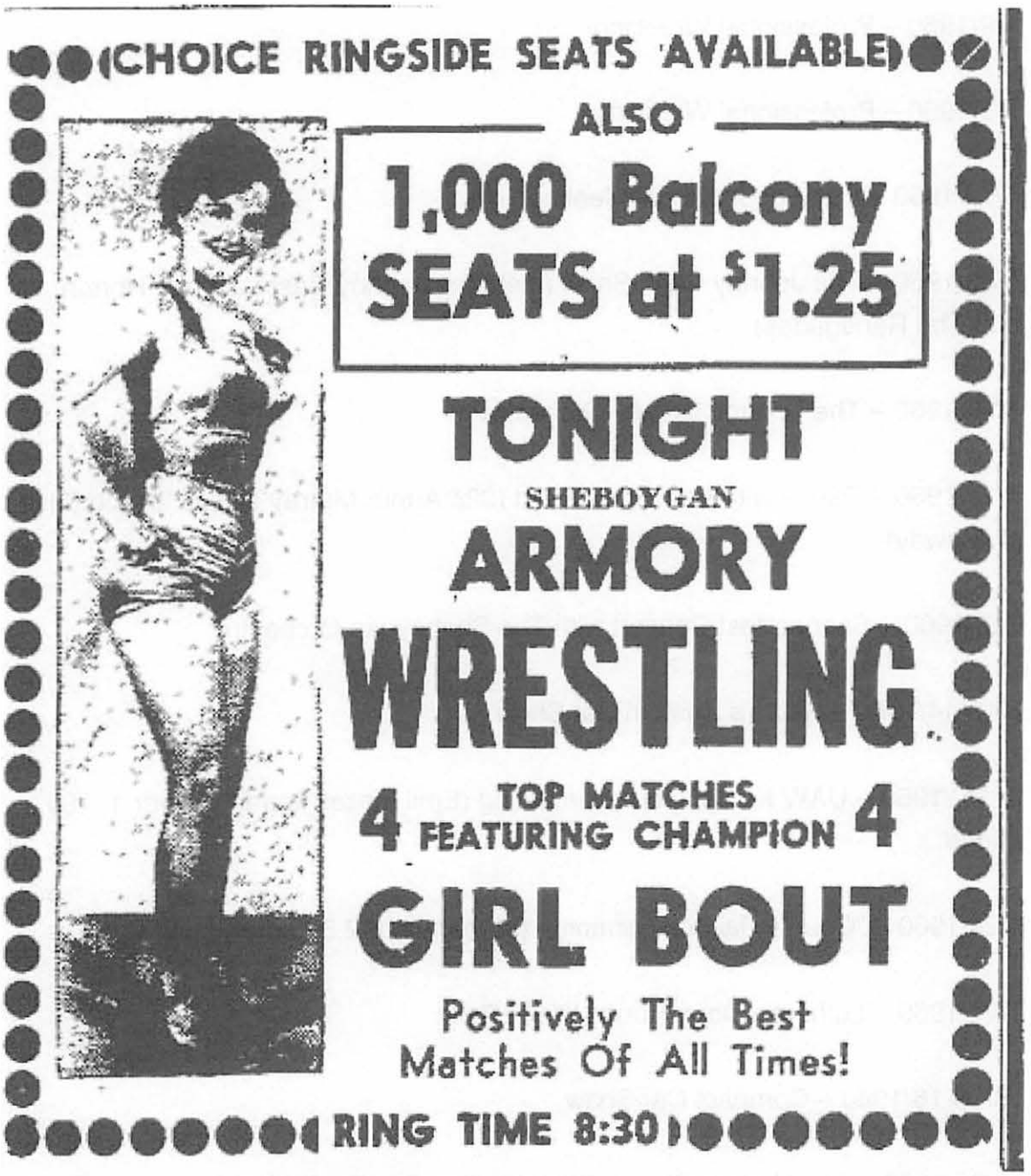
11/29/1959 – Wuerl Band

12/ 12/1959 – Clown Show

1/13/1960 – Professional Wrestling

1/31/1960 – Sheboygan Redskin Reunion Game

2/17 /1960 – Professional Wrestling match draws 2,000



2/22-27 /1960 – National Guard Open House

3/1/1960 – Demonstration of Catholic Mass

3/19/1960 – Professional Wrestling

3/31/1960 – The Harlem Globetrotters play/perform for 3,200

4/9/1960 – Professional Wrestling

5/5/1960 – Professional Wrestling

5/12/1960 – Boy Scout Annual Meeting

5/18/1960 – The Johnny Cash Show (featuring Johnny Cash, Johnny Horton, and The Renegades)

5/26/1960 – The Tommy Dorsey Orchestra

6/19/1960 – Dance with Les Elgart Band ($25 Arthur Murray Dance lesson prize give away)

7 /2/1960 – Saengerfest Concert with The Sheboygan Orchestra

8/13-14/1960 – Kettle's Kustom Car Show

9/ 11 /1960 – UAW Kohler workers meeting (Emil Mazey speaker) over 1, 700 attend.

9/24/1960 – "County Fair for Harmony" (barbershop) 2,500 draw

10/9/1960 – Lutheran Open House Week Rally

10/15-16/1960 – Compact Car Show

10/22/1960 – The Harlem Globetrotters play/perform for 2,500

11 /12/1960 – Professional Wrestling

11 /23/1960 – Policeman's Ball

111/5/1960 – Teen Dance (music by Danny and his Crown Jewels and The Continental

12/18/1960 – Vollrath Company Christmas Party

11/9/1961 -The Hohner Accordion Symphony (made up entirely of harmonicas)

1/21/1961 – March of Dimes Dance

2/8/1961 – Sheboygan Municipal Band

2/22/1961 -Mayoral forum (sponsored by the Jaycees)

3/10-11/1961 – Camp and Boat Show (sponsored by Sears)

4/12/1961 – Approximately 750 attend a meat cooking school

4/13/1961 – Discoverer XIV (space satellite) put on display

4/16/1961 – PT A Convention Banquet

4/2911961 -Teen Dance (music by The Renegades and The Teen Kings)

5/13/1961 – Teen Dance (music by Mad Man Michaels and The Legends)

5/18/1961 – hypnotist/ telepath "Dr. Franz Polgar"

5/20-21/1961 – Large stamp show (18 presenters)

7/1611961 – Barbershop Regionals draw 1,500

8/1/1961 – "Grand 01? Opry" (Country and Western)

8/5-6/1961 – KMMK Custom Car Show

9/22/1961 – Teen Dance (music by The Renegades and The Thunderbirds)

10/12/1961 – 4-H Achievement Program

10/14/1961 – Policeman's Ball

10/1 9/1961 – Professional Wrestling ticket prices cut

10/28/1 961 -The Harlem Globetrotters play/perform

10/29/1961 – (Lutheran) Reformation Sunday Celebration

11/2/1961 – Professional Wrestling11/2211961 -Teen Scholarship Fund Dance (music by The Renegades and The Furies

11/26/1961 – Wuerl Band

11/30/1961 – Professional Wrestling (includes one wrestler going up against a bear)

1/18/1962 – Professional Wrestling

1/31/1962 – Sheboygan Municipal Band

3/11/1962 – Girl Scouts celebrate 50th. Anniversary

4/14/1962 – Teen Dance (music by The Legends) (Milwaukee)

4/29/1962 – Auditions for a local musical review

5/5/1962 – Teen Dance (music by The Teen Kings)

5/1111962 – Teen Dance (music by The Exciting Electras and The Marvelous Mad Lads)

(Milwaukee bands)

5/19/1962 -Teen Dance (music by The Legends)

5/21/1962 – the Armory is offered at no cost to hold musical events for raising funds to build a new bandshell in Fountain Park

5/26/1962 – Teen Dance (music provided by The Legends and The Sensational Supremes)(Milwaukee bands)

7/13/1962 – Jehovah Witness District Assembly has over 2,000 attendants/ 94 new ministers baptized

8/9/1962 – "Galaxy of Stars" concert (Bobby Vinton, Gene Pitney and The Bachelors)

10/21/1962 – Large kick-off for a public oral polio vaccination

10/28/1962 – Lutheran Reformation Rally

10/30/1962 – CYO "Gala Halloween Dance" (music by The Midnighters and The Renegades)

11/24/1962 – "&" Calysonians and Tony Winter Show moved from the Playdium for one night only

11/25/1962 – Wuerl Band

11 /28/1962 – Fred Waring and the Pennsylvanians perform for a crowd of 3,000

1/10/1963 – Ann Landers is the guest speaker at the Sheboygan Association of Commerce meeting (725 attend)

1/31/1963 – Sheboygan Municipal Band

2/23/1963 – CYO "Gala Mardi Gras Dance" (music by The Legends) (Milwaukee)! !

3/4/1963 – The Armory and Lakeland College are awarded a home game in the upcoming state NAIA basketball play-offs. As Lakeland begins a twelve year run

as conference champions and basketball powerhouse, these become almost yearly events. (Lakeland loses to Carroll College in front of 2,400 fans.)

3/ 14-16/1963 – Camping and Boat Show (sponsored by Sears)

3/30/1963 – The Harlem Globetrotters play/perform

4/5/1963 – NWEA (teachers) convention held at North High and the Armory. Over 6,000 educators from fourteen countys were represent.

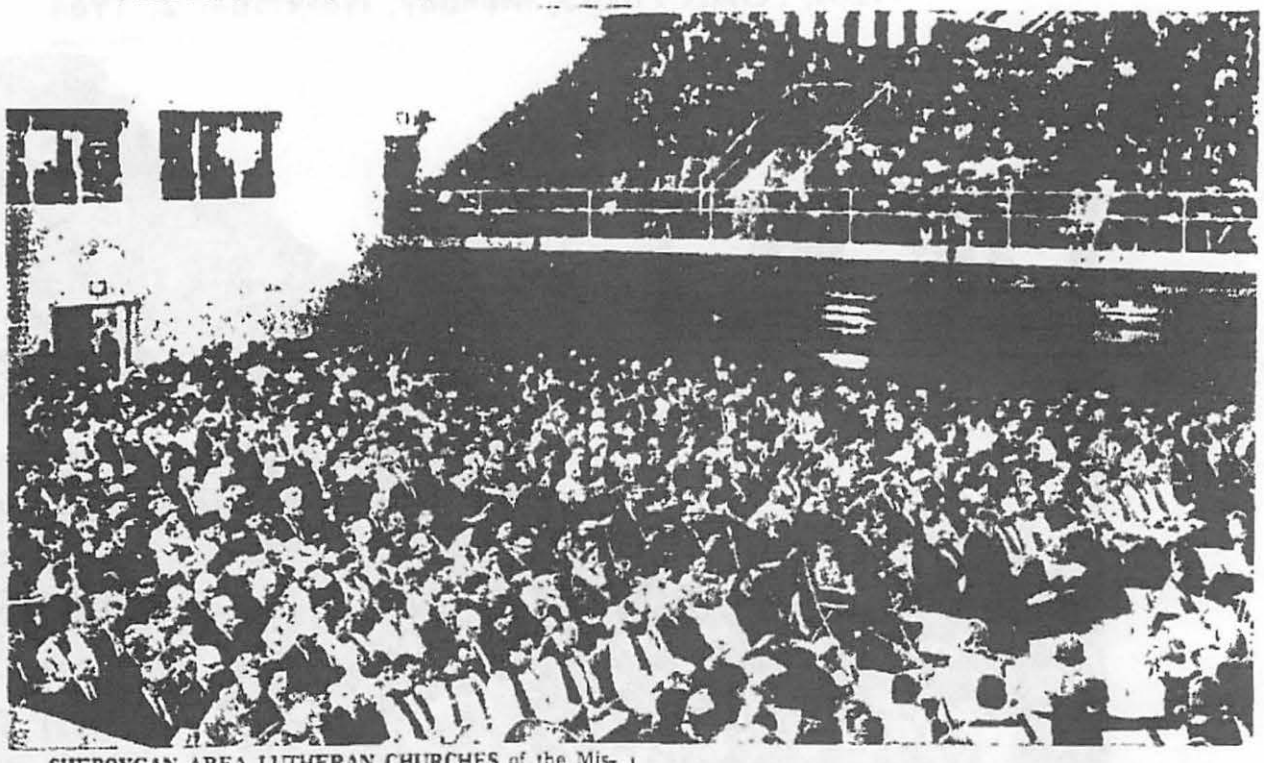
5/11-12/1963 – Scout-0-Rama 1963 crowd is the largest to ever yet attend a Scout- 0-Rama to date

5/17 /1963 – Jehovah Witness Convention

5/19-21/1963 – Knights of Columbus Convention and Banquet

6/2/1963 – North/ South combined graduation held at the Armory due to rain. (612 students graduated) Due to the growing number of graduating students and their guests, this would be the last of these combined graduations to be held indoors

HEBOYGAN PRESS, Monday, November 2, 1964



SHEBOYGAN AREA LUTHERAN CHURCHES of the Missouri Synod held their annual Reformation Festival Sunday at the Sheboygan Armory. A capacity crowd was present for the program. Keynote speaker was Dr. Theodore F. Nickel, a vice president of the Lutheran Church—Missouri Synod, and pastor of Jehovah Lutheran Church, Chicago. — (Sheboygan Press photo)

8/3/1963 – Trumpeter Al Hirt perform for 2,000 at the Armory in a Bratwurst Days concert.

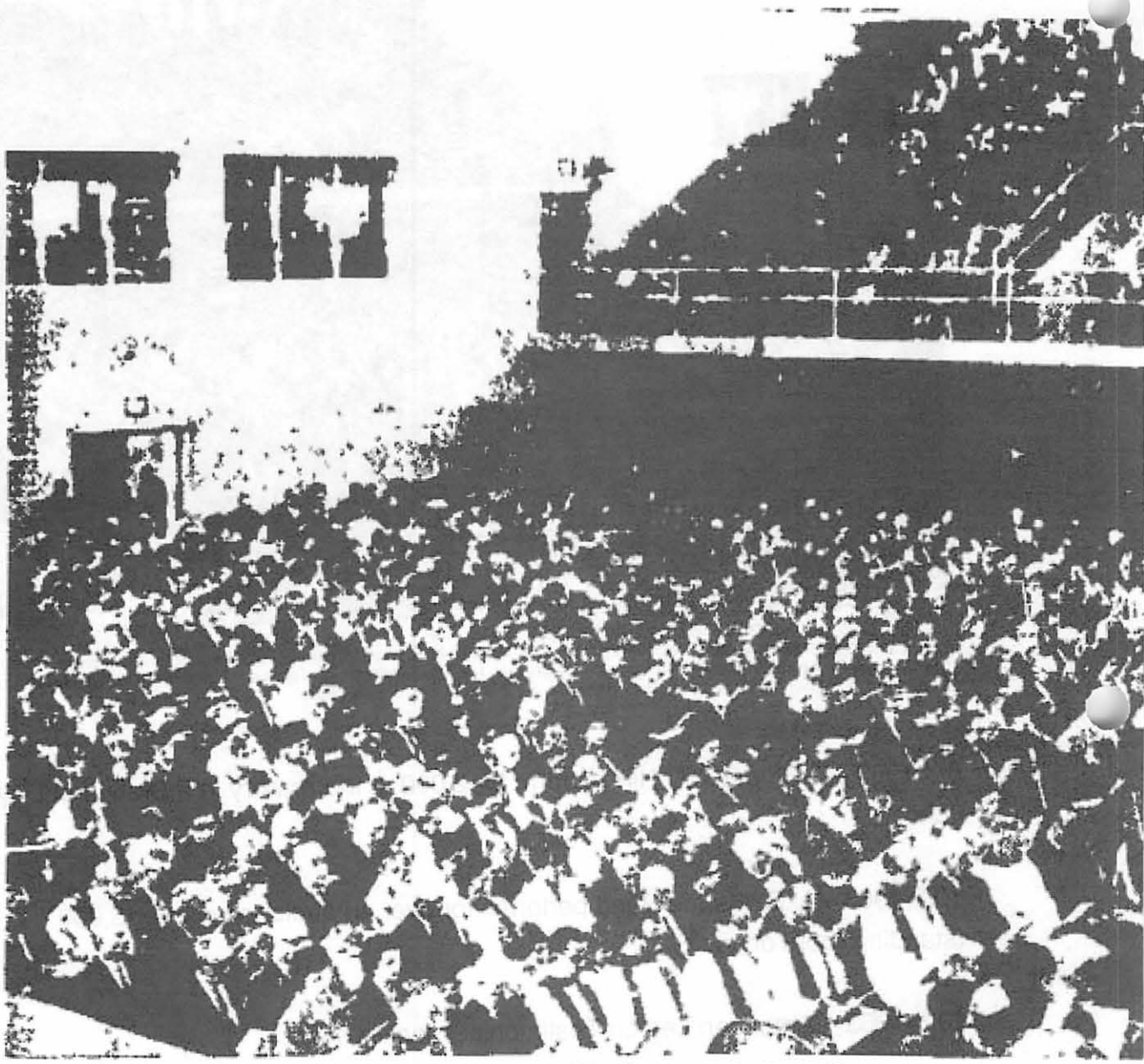
10/2/1963 – U.S. Marine Band performs for over an audience of over 5,000 (standing room only)

10/5/1963 – American Legion Testimonial speaker event

10/17 /1963 – The New Christie Minstrels perform for 2,000

10/27/1963 – Lutheran Reformation Sunday Ceremonies fill the Armory to capacity

HEBOYGAN PRESS, Monday, November 2, 1964



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11/10/1963 – "The Grand 01? Opry" returns to the Armory

11/27/1963 – CYO Teen Dance (music by Chevrons) (Milwaukee)

12/31/1963 – Teen Dance (music by The Teen Kings)

2/9/1964 – Sheboygan Municipal Band

2/27-29/1964 – Camping and Boat Show (sponsored by Sears)

4/3/1964 – The Milwaukee Symphony Orchestra

4/8/1964 – The Harlem Globetrotters to play/perform

4/11/1964 -Teen Dance (music by The Chantells)

4/12/1964 – "The Midwest Hootenanny Festival" comes to the Armory to raise funds for

improving the facilities at the Sheboygan Quarry.

4/23/1964 – The Lakeland Band performs to a crowd of 700

5/19-21/1964 – Wisconsin Federation of Women's Clubs Meeting

8/1/1964 -The Ralph Martare Band

10/8/1964 – "The Good Time Singers," 800 fans

11/1/1964 – Lutheran Reformation Sunday ceremonies fill the Armory to capacity

11/25/1964 – CYO Dance (music by The Stagemen)

11/29/1964 – Wuerl Band

11/30/1965 – Lakeland College Fine Arts Series schedule (some events take place at the Armory)

1/19/1965 – Sheboygan Association of Commerce 50th Anniversary Celebration and Dinner.

Professional baseball owner and innovator Bill Veeck is the guest speaker for 500 attendees.

1/27 /1965 – The Sheboygan Chamber of Commerce welcomes speaker Dr. Norman Vincent Peale

2/7/1965 – "John Howard Griffin," journalist and author of "Black Like Me" speaks before 3,800 (sponsored by The Sheboygan Human Rights Program).

2/8/1965 – Sheboygan Municipal Band

2/10/1965 – Sheboygan City Employees Credit Union Annual Meeting and 10 year Anniversary

Party (This event was originally scheduled for 1/23/1964, but was postponed due to a snowstorm).

2/18-20/1965 – Camping and Boat Show (sponsored by Sears)

2/22/1965 – Mayoral forum (sponsored by the Jaycees)

3/7 /1965 – Sheboygan All Stars (local standouts) vs. the Green Bay Packers (actual Packer players)

3/2111965 – Color guard competition sponsored by the Sheboygan Accents Drill Team. (16 groups from Illinois and Wisconsin competed before 1,000 spectators in the first of many of these events).

3/26/1965 – Teen Dance (music by The Matadors and Fugitives)

3/19/1965 – Sadie Hawkins Dance (music by the all-girl band The Cameos) (Milwaukee)

4/3/1965 – Teen Dance (music by The Ricochettes (Milwaukee)

4/4/1965 – The Texas Cowgirls vs. a reunion of former Sheboygan Redskins players. (sponsored by the Sheboygan Deputies) 2,000 attend

4/9/1965 – The Chieftones

4/17/1965 – "Shindig" is held (music is provided by The Matadors, The El Dorados, The Chain

Gang and Dick and the Destinations)

4/23/1965 -Teen Dance (music by The Savoys)

5/2/1965 – St Nicholas Hospital Diamond Jubilee Banquet celebrating 75 years of service

517/1965 – Teen Dance (music provided by The Fabulous Prophets) (Milwaukee)

5/12/1965 -The Pee Wee King Band

5/18/1965 – "Meat for Modern Living" program and demo

5/21/1965 -Teen Dance (music by The Chain Gang)

5/30/1965 – Teen Dance (music by Kookie and the Premiers)

6/10/1965 – Sheboygan North/South High School "Gala Graduation Dance" takes place (national band The Hollywood Argyles perform)

6/16/1965 – "Shell-o-Rama" a fund raiser for the Fountain Park Band Shell featuring a variety of acts.

7/4/1965 – July 4th. Teen Dance (music by The Matadors)

7/18/1965 – Teen Dance (music by The Savoys and The Epics)

8/24/1965 – Teen Dance (music by The Prophets) (Milwaukee)

9/24/1965 -Teen Dance (music by The Matadors)

10/2/1965 – Teen Dance (music by The Matadors)

10/5/1965 – The Buccaneer Drill Team Banquet and Award program for 1965

10/30/1965 – Lakeland coach, Duane "Moose" Woltzen, holds the first of what would become highly attended annual coaching clinics.

10/31/1965 – Lutheran Reformation Sunday ceremonies fill the Armory to capacity

11/6/1965 – The Harlem Globetrotters play/perform for 3,000

11/20/1965 – "Shindig" is held

11/24/1965 – Teen Dance (music by The Prophets)(Milwaukee)

11 /26/1965 – The Sheboygan Common Council authorizes Recreation Department use of the Armory two days a week for basketball.

11/6/1966 – "Shindig" held (music by Mickey, Them and Us and The Ventures) also appearing is an artist known as Bob Dylan from Milwaukee, not the more famous Bob from Minnesota.

1/22/1 966 – "Shindig" held (music by The Herd, The Pleasure Seekers and "?")

2/6/1 966 -Teen Valentine Dance (music by The Matadors)

2/12/1966 – Teen Dance (music by The Vikings, The Stone Marks, The Statesmen and The

Cicadas)

2/21/1966 – Wisconsin Holstein Association Banquet

2/24-26/1966 – Camp and Boat Show (sponsored by Sears)

3/2/1966 – Lakeland College wins the state title in men's basketball and qualifies for the

National Tournament in Kansas City, Missouri. They would win one game before being

eliminated in the round of 16.! !

3/12/1966 – Teen Dance (music provided by The Chevrons and The Matadors)

3/1 9/1966 – Teen Dance (music by Shane-Todd and the Gentlemen) (Madison)

3/26/1966 – Teen Dance (music is provided by The Savoys and The El Dorados

3/27 /1966 – The Texas Cowgirls vs. a reunion of former Sheboygan Redskins players (sponsored by the Sheboygan Deputies) 1,600 attend

3/29/1966 – Martha Logan Cooking School

4/2/1966 – Teen Dance (music provided by The Stonemarks and The Condors)

41611966 – Teen Dance (music by Eli and the Deacons)

4/9/1966 – Teen Dance (music provided by The Matadors and The Auroras)

4/12/1966 – Professional Wrestling returns to the Armory after a three year absence. 1,500 attend

4/24/1966 – "The Grand 0l Opry" returns to the Armory

4/16/1966 -Teen Dance (music by The Prophets) (Milwaukee)

4/26/1966 – Professional Wrestling

4/28/1966 – Teen Dance (music by The Matadors, The Condors and The Essex)

4/29-30/1966 – Scout-0-Rama is held

5/7/1966 – Teen Dance (music by The Chevrons)

5/14/1966 -Teen Dance (music by The Chevrons)

5/20/1966 – The Muscular Dystrophy Association conducts a fundraiser dance (music by The Matadors)

5/21/1966 – Teen Dance (music provided by The Stonemarks and The Grasshoppers)

5/29/1966 – Teen Dance (music provided by The Sandmen and The Traditions) Sheboygan North/South High School "Surfing – aGo Goo" Graduation Dance takes place (music by Freddie Cannon and The Robbs

6/4/1966 -Teen Dance (music by The Stonemarks)

6/12/1966 -Teen Dance (music by The Condors)

6/19/1966 – Teen Dance (music by The Matadors)

6/21/1966 – Sheboygan Common Council approves use of the Armory by Recreation Department basketball leagues for the 1966-1967 Season.

6/21/1966 – "June is Dairy Month" Cooking School

6/26/1966 – Teen Dance (music by The Portraits) (Milwaukee)

7/3/1966 -Teen Dance (music by The Prophets) (Milwaukee)

7/9/1966 – Teen Dance "Battle of the Bands" (The Marquis vs. The Chantillys)

7 /10/1966 – Teen Dance (music provided by The Condors and The Torries)

7/17/1966 -Teen Dance (music by The Grasshoppers)

7/24/1966 – Teen Dance (music by The Stonemarks)

7/30/1966 -Teen Dance (music by The Gremlins and The Couriers) (both from Milwaukee)

8/6/1966 – Bratwurst Days Teen Dance (music by The Portraits) (Milwaukee) and The Matadors

8/13/1966 – Teen Dance (music by The Burgundyss) (Madison)

8/20/1966 – Teen Dance (music provided by The Oppositions) (Whitewater)

8/26/1966 – Teen Dance (music by The Primates and The London Street) Kimberley)

9/3/1966 – Teen Dance (music by The Milwaukee Showmen and The Gringos)

9/10/1966 – Teen Dance (music by The Portraits) (Milwaukee)

9/21/1966 – Former U.S. Vice President Richard M. Nixon speaks on behalf of Republican congressional delegates and candidates, 3,400 attend.

9/24/1966 – Teen Dance (music by Friday and The Weekenders)

10/1/1966 -Teen Dance (music provided by The She Five and The Dark Shadows)

10/2/1966 – "Religious Festival" Bishop Rueben Mueller is the guest speaker

10/4-6/1966 – Sheboygan Home Show (sponsored by the Sheboygan Employees Association)

10/8/1966 -Teen Dance (music by The Stonemarks)

10/15/1966 – Teen Dance (music by Peter Rusch (Indianapolis)

10/22/1966 -Teen Dance "Battle of the Bands" (The Gringos vs. The Primates)

10/23/1966 – Vice-President Hubert H Humphrey speaks supporting Democratic candidates (2800 attend)

10/29/1966 – Halloween Teen Dance (music provided by The Calientes) (Madison)

10/30/1966 – Lutheran Reformation Day service (2,650 attend)

11 /2/1966 – Teen Dance (music by The Prophets) (Milwaukee)

11/5/1966 – Teen Dance (music provided by The Matadors and The Mystics)

11/11/1966 – USO Benefit Dance (music provided by the The Messengers) (Milwaukee)

11/12/1966 – Teen Dance (music by The Matadors)

11/17/1966 – Fred Waring and the Pennsylvanians "50th. Anniversary Tour" performance

11/18/1966 – CYO Dance (music provided by Johnny and the Thunderbirds) (Waukesha)

11/19/1966 – Teen Dance (music by The Finders Keepers

11/231/ 966 – Teen Dance (music provided by Sammy McHugh and the Legends)

11/25/1966 – Teen Dance (music by The New Monacos)

11/26/1966 – Teen Dance (music by The Portraits) (Milwaukee)

12/2/1966 -Teen Dance (music by Johnny and the Walkers and The Impalas) (Milwaukee)

12/4/1966 – Sheboygan Drill Team Pageant involving twenty teams from throughout the Midwest. 1,000 attend.

12/17 /1966 – Teen Dance (music by Friday and The Weekenders)

12/20/1966 -Actor Pat O'Brien performs monologue

12/25/1966 – Teen Dance (music by The Couriers) (Manitowoc)

12/27 /1966 – Professional Wrestling

12/29/1 966- 1/2/1967 – The Chieftones

12/31/1966 – New Years Teen Dance (music by The Dimensions)

1/7/1967 -Teen Dance (music by Robin and the Three Hoods)

1/20/1967 – Sheboygan's first "Battle of the Bands" competition sponsored by the Sheboygan Jaycees (ten local bands compete for cash prizes and the right to compete in the state competition) over 1,000 attend.

1/21/1967 -Teen Dance (music by The 4 is 4?s and The Tarries

1/28/1967 -Teen Dance (music by The Legends)

2/4/1967 – Teen Dance (music by The Robbs) (Milwaukee)

2/10/1967 -Teen Dance (music by The Prophets) (Milwaukee)

2/18/1967 – Teen Dance (music by Robin and the Three Hoods

2/20/1967 – Sheboygan Municipal Band

2/24-2611967 – Camp and Boat Show (sponsored by Sears)

3/4/1967 – Teen Dance (music by The Ants and The Societys) (both from Green Bay)

3/5/1967 – Drill team competition sponsored by The Accents

3/6/1967 – State College NAIA basketball championship game at the Armory (Lakeland loses to UW Oshkosh)

3/11/1967 – Teen Dance (music by The Gentlemen) (Madison)

3/18/1967 – Teen Dance (music by The Bandits) (La Crosse)

3/22/1967 – Teen Dance (music by The Gentrys) (Florida)

3/25/1967 – Teen Dance (music by Friday and The Weekenders)

3/31 /1967 – Teen Dance (music by The Wellingtons and Mickey, They and Them)

4/111967 -Teen Dance (music by The Robbs) (Milwaukee)

4/6/1967 – CYO Teen Dance (music by The Hungry Eyes)

4/9/1967 – Red Cross measles immunization for children

4/15/1967 – Teen Dance (music provided by The 7 Wanders and The Primates)

4/28-30/1967 – Wisconsin Young Republican Convention

5/6/1967 -Teen Dance (music by Elite Society and The Portraits) (Milwaukee) This event is a fund raiser for the Sheboygan Humane Society)

5/13/1967 – Teen Dance (provided by Michael and the Messengers)

5/18/1967 – Police Benevolent Association Ball featuring the music of "The Singing Cowboy "Tex Ritter

5/21/1967 – A public tetanus vaccination is held

5/20/1967 – Teen Dance (music by The Harlequins and Syndicate of Sound)

5/27/1967 -Teen Dace (music by The Crying Shames)

6/3/1967 – Teen Dance (music is provided by The Grim Reapers) (Rockford)

6/8/1967 – Sheboygan North/South combined graduation dance and party with the theme "Expo 67." Entertainment is provided by four Chicago bands.

6/10/1967 -Teen Dance (music by The Riddles) (Chicago)

6/24/1967 – Teen Dance (music by The Bogis Chimes and The Portraits) (Both of Milwaukee)

6/26/1967 – Vollrath Company employees UAW Meeting

6/3111967 – Teen Dance (music provided by The Mystics and Elite Society)

7/8/1967 – Teen Dance (music by The Girl Watchers)

7/15/1967 -Teen Dance (music provided by The Individuals and Elite Society)

7/22/1967 -Teen Dance (music by The Skunks) (Milwaukee)

7/29/1967 – Teen Dance (music by The Gremlins and The Rubber Bands) (both of Milwaukee)

8/12/1967 – A dance is held to benefit the Sheboygan Redwing Football Club. Music provided

by The Sounds of Time and Spoken Word.

8/12/1967 – 2nd. Annual Jaycee "Battle of the Bands"

8/19/1967 -Teen Dance (music by The Nexts) (Milwaukee)

8/20/1967 – The Weisloch Heidelburg Madrigal Choir performs for crowd of 620 (sponsored by

People-to-People)

8/22/1967 – The "Pranges/Dupont Back to School Style Show and Rock & Roll Concert." Music

is performed by Tommy James and the Shondelles.

8/26/1967 – Teen Dance (music by The Destinations)

9/2/1967 – Teen Dance (music provided by Elite Society and Yesterdays Children)

9/10/1967 – Candidates forum for State Assembly is held. These events, when held for local office garnered little public support. This event drew 150 attendees.

9/16/1967 -Teen Dance (music provided by Elite Society and The Skunks) (Milwaukee)

9/23/1967 – Teen Dance (music by Next 5) (Milwaukee)

9/30/1967 -Teen Dance (music by The Mauds) (Milwaukee)

10/3-5/1967 – Sheboygan Home Show (sponsored by the Sheboygan Employees Association)

10/7/1967 -Teen Dance (music by The Robbs and Spoken Word) (both from Milwaukee)

10/14/1967 – Teen Dance (music by The Messengers)

10/19/1967 – U. S. Marine Band

10/21 /1967 – Lakeland coach, Duane "Moose" Woltzen, holds his basketball player and coach clinics.

10/29/1967 – Lutheran Reformation Sunday ceremonies, draw 2,500.

11/1/1967 – Teen Dance (music by The Destinations)

11/4/1967 – Teen Dance (music is provided by The Pictures and Dimensions)

11/11/1967 -Teen Dance (music by The Baroques) (California)

11/19/1967 – Teen Dance (music by Elite Society and The Prophets) (Milwaukee)

11 /22/1967 – CYO Teen Dance (music by The Invasion and The Royals) (both from Milwaukee)

11 /26/1967 – Wuerl Band

12/8/1967 – Teen Dance (music by Michael and The Messengers)

12/13/1967 – The Lakeland basketball team defeats Finnish Olympic National Team in exhibition game

12/23/1967 – Christmas Teen Dance (music by Next 5)

12/30/1967 -Teen Dance (music provided by Elite Society and The Range) (Milwaukee)

1/13/1968 – Sheboygan County "Battle of the Bands"

2/3/1968 – Teen Dance (music by The Robbs) (Milwaukee)

2/10/1968 – Valentines Teen Dance (music provided by The Cryin' Shames)

2/18/1968 – Sheboygan Municipal Band

2/27 /1968 – State College NAIA basketball championships at the Armory (Lakeland defeats Carthage College before losing to UW Oshkosh the following night.)

3/4/1968 – Scholarship Teen Dance is held. Music provided by Elite Society, Love Society and The Royals.

3/9/1968 -Teen Dance (music by The Destinations and The Loyal Opposition)

3/16/1968 – Teen Dance (music by The Destinations and Next 5) (Milwaukee)

3/17/1968 – "Accents on Guard" drill team competition is held.

3/22-25/1968 – Sheboygan Home Show (sponsored by the Sheboygan Employees Association)

3/30/1968 – Teen Dance (music by The New Colony Six)

4/5/1968 – NWEA (teachers) convention held at North High and the Armory. Over 7 ,000 educators from fourteen countries were represented.

4/13/1968 – Teen Dance (music by Tony's Tigers)

4/16/1968 – Martha Logan, Swift and Companies Cooking School

4/17/1968 -Teen Dance (music by Speedy and the Alka Seltzers) (Detroit)

4/20/1968 – Teen Dance (music by "?" and the Mysterians) (national group from Bay City Michigan)

5/2/1968 – Teen Dance (music provided by The 13th Precinct) (Los Angeles)

5/3-4/1968 – I 968?s Scout-a-Rama is held in the Armory!

5/5/1968 – U.S. Army Field Band and Chorus performs in front of 1,200.

5/11/1968 – Teen Dance (music by Robin and the Three Hoods)

5/12/1968 – The Grand ole' Opry!=

5/18/1968 – Teen Dance (music by Little Boys Blue Band) (Manitowoc)

5/25/1968 – Teen Masquerade Dance is held (music by Elite Society and The Royals)

6/1/1968 – Wilson Pickett in concert (Harvey and the Seven Sounds from Dubuque open the show)

6/8/1968 – Teen Dance (music by The Koroners) (Dubuque)

6/12/1968 – The National Basketball League determines that regular season league games can not be played at the Armory due to lack of space behind the end lines, but is approved for exhibition games. This comes up in reference to the newly franchised Milwaukee Buck team bringing NBA basketball back to Sheboygan in some capacity

Sheboygan Promised Bucks Game

By DWIGHT PELKEN

Mark down Tuesday, Oct. 1st on your calendar if you're a basketball fan. For that matter, mark it down if you're a sports fan of any kind.

That is the day that the new Milwaukee Bucks will play a National Basketball Association exhibition game here in Sheboygan's Armory — providing that all goes well with John Erickson's plans. The opposition of that day would be the new Atlanta team, formerly the St. Louis Hawks, with such stars as Zelmo Beatty, Tom Hudson, Joe Caldwell, Lennie Wilkens, et al.

Erickson was in Sheboygan Monday as Rotary Club guest speaker at the Executive Inn—and while he was here stopped by the Armory for an inspection of its floor and facilities. With him was Kenny Suesens, former star guard and coach of Sheboygan's Redskins in the founding days of professional basketball.

The newly - appointed general manager of the Bucks indicated that he was highly-pleased with the Armory as a playing site for an NBA contest — either exhibition or league. Dressing room facilities are adequate, he said, and spectator accomodations both for viewing and parking; likewise, the size of the floor.

"Tight' At End"

"The one bad thing is the lack of room between the end of the floor and the wall or stage," he commented. "The NBA makes a big point of this — that it wants to have plenty of room underneath the basket for players to maneuver, so they don't slam into something. There won't be any trouble for an exhibition game, but it just possibly could make a regular game 'out'.

"But players have played in more cramped conditions than this from time to time and with plenty of padding on the stage and on the front wall it'll be all right." As Suesens pointed out, the Redskins played on the floor regularly in the 1940s and on into the '50s and thought nothing of it. Both men agreed, however, that the game has changed since that early period.

Erickson indicated that while the Oct. 1 date is a good likelihood, it is subject to change at this point — but that if it is switched, he will make every effort to come up with a game for Sheboygan — and around that time. Oct. 2 could also be a possibility.

The affable former University of Wisconsin head coach also was emphatic on this point: that a Sheboygan organization will be the beneficiary of such a game. He intends going over the several applications made by various groups wishing to sponsor a Bucks contest and will select one in ample time for promotion. In the event that the Milwaukee team can put on more than one game in Sheboygan, either one organization will be invited to handle both or another group could be sought.

Erickson also made it clear that the Bucks would "take a cut out of the gate and let you keep the rest; we aren't out to take money out of your town — we want you people here to keep it. You're sort of the cradle of professional basketball and in a way we owe it to you to bring pro ball back to you."

The Armory can seat approximately 3,250 when the mezzanine chairs, stage bleachers, and a row of floor chair seats are utilized.

Dates Problem

Arena dates are a worrisome problem for the Bucks, Erickson noted. "The Arena is just too tied up on dates for one thing or another to permit good scheduling. For instance, there are no dates available for us after March 18th.

"What this means," he said with a degree of facetiousness, "is that if we should get into the playoffs — something that's highly improbable, of course, but I've seen crazier things than that happen in sports —we would just have no place to play. We might wind up having the playoffs here in Sheboygan!"

Said Erickson seriously, "the greatest problem now and for years for Milwaukee indoor sports is the lack of adequate facilities; we simply must have a new arena."

Thirty-four games are being scheduled in the Arena for next season, the first game being Oct. 16. He noted that season tickets are being sold at prices ranging from $85 ($2.50 seats) to $119 ($3.50) to $153 ($4.50) and that they will go on sale to the general public about mid-June. Anyone interested in getting in "on the ground floor" can do so by writing Milwaukee Professional Sports & Services, Inc., at 709 West Wisconsin Avenue.

How big a crowd will be necessary to break even in the Arena? About 7,000 was his guess. The auditorium can seat 11,500. Visiting teams, he noted, receive 40% of the gate receipts.

MILWAUKEE BUCKS General Manager John Erickson inspected the Sheboygan Armory Monday afternoon along with Ken Suesens, right — current Pine Hills Country Club golf pro and a former pro basketball player and coach of Sheboygan Redskin National League and Association days. Erickson was enthusiastic about the Armory as a playing site for occasional NBA games.—(Sheboygan Press Photo)

Fishman were awarded their franchise — along with Phoenix. He pointed out that the team has apparently "gone over" extremley well: 300,000 shares of stock were issued and before the date of issuance was over, all had been subscribed at $5 a share; subsequently, another 100,000 were put up —and in just four hours of the next business day, these were also all gone. And in three days the stock had risen to $10.

Does he feel confident of the team's success? That he gave up what was tantamount to a lifelong job at the University of Wisconsin, with teaching tenure, for a three-year job in Milwaukee is an indication that he is "willing to bet his life and family that it'll go."

Erickson cautioned that an expansion team cannot be expected to do too well at the outset — but he does feel that it did remarkably well in its acquisition of players. In Larry Costello, a 13-year veteran of pro ball, the Bucks have a man who is given high marks throughout the league for his knowledge of the game and who personally should be a fine coach. And the 18 players drafted from other teams in the "expansion draft," coupled with 12 more recently picked up in the "collegiate draft," gives what Erickson is convinced is a really fine group of men from which to select a dozen actual squad members.

The ex-UW (and Beloit College) coach personally feels that Costello will be a better coaching job if he abandons playing — and also feels that he may be forced to stay on the bench because of an achilles tendon operation during the winter.

Erickson has, incidentally, been quite impressed with the pro veterans with whom he has talked in going over contracts. "I've enjoyed talking to each one of them: they're all truly professional people. And they're also excited about Milwaukee having a team."

For an indication of the sanguine attitude held by the Bucks' leadership, Erickson cited how Pavalon originally started out with a "five year plan" for a winning team to be produced . . . then cut the time down to three years when he assembled his top officers . . . got it down to two years when he signed his coach . . . and just recently queried his new general manager about the chances for "next year!"

Realistically, Erickson warned that it will probably require at least a couple of years to put together a team that will be a title factor — but he has acquired an unusual amount of optimism since the draft and is convinced that the potential is there for better-than-anticipated basketball in Milwaukee.

And in Sheboygan.

Legion Plays

The American Legion baseball team will have a practice game tonight at 6:30 p.m. against Howards Grove High School at Legion Park.

We have your size!

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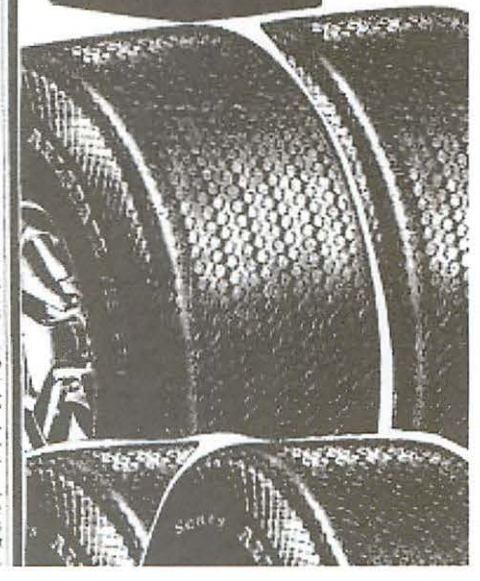

6/29/1968 – Teen Dance (music by The Dimensions)

8/3/1968 – Teen Dance (music by The Loyal Opposition and Pillars of Sound

8/10/1968 – Dance to benefit the Sheboygan Quarry (music by Tony's Tigers and The Skunks) (Milwaukee)

8/13/1968 -Teen Dance (music by Act ill)

8/17/1968 – Teen Dance (music provided by The Grease and The Sneak Experience)

8/21/1968 -Teen Dance (music by The Dimensions and The Reflections)

8/24/1968 – Teen Dance (music by The Invaders)

8/31/1968 – Teen Dance (music by The Butterscotch Groves)

9/4/1968 – Teen Dance (music by The Rogues) (Milwaukee)

9/6/1968 – World Vision Korean Children's Choir perform for a crowd of 2,000.

9/7/1968 – Teen Dance (music by The Loyal Opposition, The Destinations (Milwaukee) and Secret (Green Bay))

9/14/1968 -Teen Dance (music by The Royals and Blues Magoos) (New York)

9/21/1968 – Teen Dance (music by The Skunks and The Carosels) (both from Milwaukee)

9/27/1968 -Teen Dance (music by Mothers Worry) (Milwaukee)

10/5/1968 – Teen Dance (music by Reflections and The Fast Backs (Milwaukee)

10/11/1968 – 1, 100 fans show up for an exhibition game between the NBA Atlanta Hawks and Milwaukee Bucks

10/12/1968 – Teen Dance (music provided by The Bubbles Brothers) (Chicago)

10/13/1968 – Lakeland coach Duane "Moose" Woltzen holds his basketball camp

10/ 19/1968 -Teen Dance (music by Love Society)

10/27 /1968 – 1,000 show up for the "Steiger Tiger" political rally

I 0/27 /1968 – Lutheran Reformation Sunday service is conducted at the Armory. 2,700 attend.

10/28/1968 – Republican pre-election political rally!

11/2/1968 – Teen Dance (music by The New Mowed Lawn (Chicago) and The Tykes (Milwaukee)

11/3/1968 – The Harlem Globetrotters play/perform before a crowd of 1,300.

11/6/1968 -Teen Dance (music by The Mauds)

11/9/1968 -Teen Dance (music by The Tigers and The Carosels) (both from Milwaukee)

11/16/1968 – Teen Dance (music by The Mini-Chrystals)

11/27/1968 – Teen Dance (music by Loyal Opposition and Major Minor's Machine) (Milwaukee)

11/30/1968 – Teen Dance (music by R.B. and The Showmen and The Sounds Unknown)

1/4/1969 -Teen Dance (music by Love Society and The Phase III)

1/11 /1969 – Teen Dance (music by The Pies and Serum Band)

1/25/1969 – The Bill French Memorial Fund Raiser. This concert/ dance had five bands perform.

2/1/1969 – Annual Sheboygan Battle of the Bands

2/8/1969 – Lakeland College holds a football clinic

2/15/1969 – Valentines Teen Dance, four bands perform

2/16/1969 -The Buccaneer Drill Team holds Pageant of Precision competition (20 groups representing three states compete before crowd of 500)

2/24/1969 – The first round Wisconsin NAIA State Basketball Tournament game as Lakeland College again qualifies.

3/1/1969 – Teen Dance (music by The Loyal Opposition, The Royals and Broken House)! !

3/23/1969 – International Folk Fest

4/2/1969 – Teen Dance (music by The Corporation)

4/5/1969 – Teen Dance (music by The Vic Pitts Cheaters)

4/11/1969 – Regional Battle of the Bands

4/12/1969 – Police Benefit Concert featuring performance by Hank Williams Jr.

4/19/1967 – Teen Dance (music by The Dynamic Exploits and The Cloud)

4/26/1969 – Teen Dance (music by Jam and The Raw Meat) (Milwaukee)

4/28/1969 – Rally supporting the Tuition-Reimbursement Bill for Parochial Schools. This five county regional event is sponsored by The Citizens for Educational Freedom.

5/3/1969 – Teen Dance (music by Love Society)

5/9/1969 – Teen Dance (music by The Corporation, The Raw Meat (Milwaukee) and The Syndicate of Sound (Oshkosh))

5/17/1969 – Lakeshore Technical Institute holds benefit dance featuring three bands

5/24/1969 – Teen Dance (music by The Skunks and The Kids Nextdoor) (Milwaukee)

5/31/1969 – Teen Dance (music by The Unchanged Minds)

6/5/1969 – The combined Sheboygan North and South graduation party is held at the Armory with the theme "Sayanara." Between 1,400 and 1,500 attend.

7/1/1969 -Teen Dance sponsored by The Sheboygan Youth Alliance (music by The Raw Meat and Grease (Milwaukee), The Syndicate of Sound (Oshkosh), and The Loyal Opposition.

7/5/1969 – Teen Dance (music by The Prodigal Sons)

7/12/1969 – "Country Extravaganza Concert" featuring Stonewall Jackson, Roy Acuff and George Hamilton

7/29/1969 – Movies are shown in the Armory.

7/31 /1969- Musical Youth International 1969 performs

8/2/1969 – Teen Dance (music by Underground Sunshine)

8/21/1969 – Teen Dance (music by The Royals and The Loyal Opposition). This is a 'band break-up' dance for these two local groups.

8/23/1969 – Teen Dance (music by Tryad and The Myst) (Manitowoc)

9/20/1969 – Teen Dance (music by Love Society and The Phase III)

9/27/1969 – Rock Concert featuring bands from the Wisconsin State Fair on tour.

9/29/1969 – "The Searching Generation Youth Rally" (Campus Life)

10/4/1969 -Teen Dance (music by The Raw Meat, The Ox and The Short Stuff) (Milwaukee)

10/21-23/1969 – Passion Play is performed

11/2/1969 – Lutheran Reformation Sunday ceremony is attended by over 2,500.

11/5/1969 -Teen Dance (music by Woodbine) (Omaha

11 /15/1969 – Teen Dance (music by The Bethlehem Boogie Band and Rainy Day (Detroit and Chicago respectively)

11/18/1969 – Wuerl Band

11/23/1969 – Teen Dance (music by The Skunks and The Ox both from Milwaukee)

11/26/1969 -Teen Dance (music by The Loyal Opposition and The Raw Meat) (Milwaukee

11/29/1969 – Teen Dance (music by The Objects and Fastback) (Milwaukee)

Armory Dances . . .

Teens Willing To Pay For 'Good, Top Bands'

STRAIGHT SHOOTERS ALMANAC

"Remember kids, Straight Shooters always win! Lawbreakers always lose. It pays to Shoot Straight!" — Tom Mix

12/7/1969 – Vollrath Company Christmas Party for 850 children of employees

12/21-22/1969 – Snowmobile Show

2/21/1970 – Scholarship Teen Dance featuring the music of six local bands.

3/ 13/1970 – Sheboygan Battle of the Bands 1970

3/23/1970 – "International Ice Review" (sponsored by Lakeland College Fine Arts Series)

4/4/1970 – Country Music Spectacular featuring Tammy Wynette, George Jones and Harold Morrison

4/5/1970 – International Folk fest returns to the Armory, over 4,000 attend.

aried Program To Be Colorful...

Folk Festival To Highlight Weekend

Folk dancers in costumes representative of many nationalities and choral groups will be premium attractions Sunday, when the 4th International Folk Festival is held at Municipal Armory.

This community event, being sponsored by the Sheboygan Chapter of People to People, will begin at 10 a.m. and the actual program at 2 p.m., with entertaining interludes continuing until after the 7 o'clock appearance of the final chorus.

In addition to the dancing and singing phases of the festival, there will be booths at which food typical of foreign countries will be sold and articles will be displayed for viewing and for sale. A Kaffee Klatz and a Beer Garden will add suitability for the crowds.

Parade Innovation

To call the public's attention to the festival, a parade will be held Saturday afternoon, beginning at 2 p.m. The route and participants are announced in an adjoining column.

Many phases are being handled by the local People to People Chapter and the Teen People, the new youth group with chapter affiliation. Mrs. Edward Shermeister Jr. is general chairman and has the assistance of the entire membership in capacities of chairmen, co-chairman and committees.

Nationalities from Sheboygan and elsewhere in the state will have representation and participation and organizations from this locale also will be cooperative to make the festival a big event in the community.

Program Offerings

Tony Karr of Milwaukee, who is widely known on TV Channel 6, will be master of ceremonies. His arrival is scheduled for 12 noon. Dignitaries will be introduced at 1 p.m.

First group to appear will be the Treble Choir of St. Luke United Methodist Church. The 30-voice choir is comprised of children in grades, 3, 4, 5 and 6 who sing at the church on the second Sunday of every month, at the Christmas concert and pageant at the church and at other special times during the year. Director of the group, which will sing four numbers, is Mrs. Judson Giese, a part-time elementary music teacher for Sheboygan Public Schools under Title I.

A SEGMENT OF THE LARGE GROUP of Lithuanian Folk Dancers of Wisconsin, known as Bijunas, is pictured above in native costumes. This unit from Kenosha will be performing at 2:15-2:35 p.m. Sunday at the Municipal Armory, scene of the 4th International Folk Festival. Besides appearances in Illinois and Wisconsin cities and in Toronto, Can., dancers won fifth place at the Milwaukee Holiday Folk Fair in 1968 in competition with 38 other nationalities. In 1969, the dancers appeared at the Wisconsin Gubernatorial Ball, when Gov. Knowles was inaugurated for his second term.

A Lithuanian Dance Group — Bijunas — from Kenosha will be the first to offer nationality dances, between 2:15 and 2:35 p.m. Stanley Milasius is director of this group of high school and college students from various cities of Wisconsin and originated eight years ago. Dr. and Mrs. V. Balcenis are sponsors of the group that will perform Blindzinginis Jonkelis, a quadrille, Sustas, characterized by frequent changes, Kalvelis, blacksmith dance, and Kepurine, hat dance.

Menomonee ceremonial dancers from Keshena, Mrs. Merreline Sanapaw, leader, will perform between 3:00 and 3:15 p.m.

Milwaukee Representation

Four nationalities are represented in the Metropolitan Folk Group from Milwaukee, which Tom Du Bresse directs. There will be Austrian Folk dancers, Donau Schwaben (German) dancers, Kav Kaz (Russian dancers) and Mazur (Polish dancers). Their performance is scheduled between 3:15 and 3:45 o'clock.

From 3:45 to 4:30 p.m., the Chamber Singers of University of Wisconsin, Sheboygan County Campus, will have the first of two appearances during festival hours. William E. Hughes is director of this group.

Miss Diane Remy's solo number will be an Oriental dance, and two groups of her classes will be part of the 4:30 to 4:45 phase of the day's offerings. High school students will be featured in a Spanish dance and 10-year-olds in a peasant dance.

As a conclusion to this youth phase, Steven Anderson of Sheboygan, Kathleen Reilly, both students of Wisconsin College Conservatory of Dance, Milwaukee, will perform a Dutch dance.

A native Korean, Miss Kim Gronseel of Port Washington, will do an interpretation of a Korean fan dance at 4:45 p.m. She will appear in a costume from that country.

In a second appearance, the Indian dancers from Keshena will do the Menomonee Fire Dance, which promises to be spectacular. That is taking place between 5 and 5:15 p.m.

Traditions of their ancestry are being maintained by the Greek Dancers of Sheboygan, Mrs. Ann Leonard director, scheduled from 5:20 to 5:35 p.m.

Further internationalism is being provided by the efforts of American Field Service students, whom Mrs. William Doll is presenting in songs and dances between 6 and 6:20 p.m.

A folk singing group from North High School, organized late in 1969, and called 7th Decade, will be heard in another interlude of song between 6:20 and 6:35 p.m.

Chamber Singers will give a brilliant conclusion in the second appearance of this group at 7 o'clock.

An invitation to attend the festival is extended to the public. Tickets will be available at the ticket office at the armory on Sunday.

4/9/1970 – Teen Dance (music by The Music Foundation, The Free and The Dawn)

4/19/1970 -J.F.K. Prep High School "Music Explosion" featuring the music of Irish tenor Joe Feeney of the Lawrence Welk Show takes place.

4/25/1970 – A "Hunger March" Teen Dance takes place (music by Manny and the Imperials and The Tryad)

5/2/1970 – The U.S. Army Field Band and Chorus perform for a crowd of 3,700.

An Outstanding Musical Treat For Sheboygan

Direct from our Nation's Capital!!

THE WORLD FAMOUS

U. S. Army Field Band

and

Soldiers' Chorus

Lt. Col. Hal J. Gibson
Conductor

in CONCERT

Saturday, May 2, 8 P.M.

Sheboygan Municipal Auditorium and Armory

Armory doors will open at 7:00 p.m.

Spec. 4 Harold G. Meyer

Spec. 4 Harold G. Meyer, 1960 graduate of Sheboygan North High School and member of the U.S. Army Field Band for nine years.

Please Note:

ADMISSION FREE. Ticket holders are requested to be in their seats by 7:50 P.M. so that non-ticket holders may be admitted.

5/9/1970 – Teen Dance (music by The Tryad)

5/23/1970 – Teen Dance (music by Freight Train and Freedom)

6/4/1970 – Combined North/South High School graduation party is held, 1,200 attend an "Age of Aquarius" themed event

Graduation Party 'Biggest And Best' . . .

Age Of Aquarius: Sign Of Success

What happen when the Age of Aquarius meets the PTA head-on?

The curious found out Thursday night at the Municipal Armory where the largest crowd in the history of the post-commencement gala — more than 1,200 — gathered to celebrate graduation.

And they did it with zest, with enthusiasm and — most important — without accident or incident, according to police reports today.

Walter Primmic, North High's Mr. PTA, headed the all-city PTA committee that conducted the highly successful event for the ninth year.

"We wound up about 5 a.m.," Primmic said, "and everybody said it was the best yet."

Police Chief Oakley Frank complimented the brand-new "alumni" for their conduct and said that his records show "no problems."

"It proves that it can be done," said Chief Frank after checking the reports of police who assisted the PTA committee in supervising the Armory area.

Music And Movie

After hours of outstanding entertainment at the Armory in the form of three top-flight imported jazz-rock combos from Chicago, the crowd moved over to Wisconsin Theater and a performance of "Gaily, Gaily," ending the celebration "at about 4:30 a.m.," kept with the graduates through the final scene of the movie.

The beautiful evening allowed hundreds of graduates and their guests to move outdoors to the Lawrie intermission, the music of The Soul Machine, For Days and a Night and Rustics following them even through the closed doors served in the basement from about 10:30 on.

They had excellent music from the three outstanding units set up with their own bandstands in the main hall.

They punched free snacks and soft drinks all evening.

They alternated between hall as spotlights picked up the revolving crystal ball dropped through the decorated ceiling.

Sparkly table centerpieces picked up the theme theme and Greek "mimosa" cans suffused the entrances the halls marked in the hilarious decorated with wall-sized murals.

And volunteers did it, from plans by Mrs. Robert Lasee, professional consultant to the committee headed again by their hosts, PTA stalwarts Mr. and Mrs. Kenneth Warnecke did the "Age of Aquarius" sign that glittered from the stage.

Henry Wyntergerst plotted the intricate lighting that accented the decorations with dramatic effects.

The corps of workers operated under the supervision of Mrs. John Semler, another grad party veteran, and out on the parking lot, Ray Van Handel Jr. and Richard Brunner, handled hundreds of cars.

"We haven't parted anybody in the lake yet," Primmic said of his parking lot crew.

Ticket assignments for the advance sale were taken by Mrs. Richard Brunner and Mrs. Ray Van Handel Sr. at North with Mrs. Germaine Fox in charge for South.

The only failure/ disaster in the entertainment army was a big factor also in the success of the party.

The crowd came earlier than usual, and stayed at its top number for a longer period than other years, the pull of the Chicago musicians strong and unwavering all evening.

After a long night, the consensus was that the PTA and the Age of Aquarius lot of 69 knew than anyone dreamed they would.

"Yes, we can live together," Primmic said

Partying Grads Get 'In the Swim' With Bathing Suit Revue

SHEBOYGAN PRESS, Friday, June 5, 1970 7

WHICH BOB IS BOB? Long locks prevented this dilemma in the case of one of the dancers enjoying "Age of Aquarius," the grad graduation ball at The Armory Thursday night. Some of the stunning psychedelic wall murals are seen in the background.

6/17 /1970 – Teen Dance music by The Raw Meat and Barefat (Milwaukee and Fond du Lac respectively)

7 /1/1970 – Teen Dance (music by Soup and The Raw Meat)

7/18/1970 -The band Vanilla Fudge (national) performs a concert

7/30/1970 – Teen Dance (music by Harvey and the Sounds)

8/26/1970 -Teen Dance (music by The Bowery Boys)

9/20/1970 – Kohler Company UAW employee labor contract vote is held

9/30/1970 – Senior citizens dance

10/2/1970 – Rising country star Hank Williams Jr. performs

10/10/1970 – Teen Dance (music by The Bowery Boys)

11/1/1970 – Lutheran Reformation Sunday Ceremony is attended by over 2,000.

11/4/1970 – CYO Scholarship Teen Dance is held (music by Underground Sunshine and Toad)

11 /16/1970 – Sheboygan city-school budget meeting takes place, only 175 attend

12/3/1970 – Professional Wrestling , 2,700 attend

12/8/1970 – Lakeland College's Men's Basketball team loses to the Swedish National Team in exhibition game

12/23/1970 -Teen Dance (music by Yukon Tulip)

11/16/1971 – The Buccaneers Drill Team holds a benefit to raise money for new uniforms. Over 2,000 attend.

11/21/1971 – Professional Wrestling

3/4-7/1971 – Camping and Boat Show (sponsored by Sears)

3/23/1971 – "International Ice Review" (sponsored by the Lakeland College Fine Arts Series)

3/25/1971 – Professional Wrestling

3/28/1971 – International Folk Fest

4/3/1971 – Teen Dance (music by The Skunks) (Milwaukee)

4/7/1971 – Rock Festival – 9 bands – 71/2 hours

4/1211971 – Guy Lombardo and his Royal Canadians (big band) perform in concert

4/20/1971 – Teen Dance (music by Eden Stone, Glass Fog Father Time, Heap and Stix N stones)

4/22/1971 -Teen Dance (music by The Messengers, The Raw Meat and Bogie Man)

5/15-1611971 – Wisconsin State Stamp Collection Convention (4,000-5,000 attend the two day event)

5/21/1971 -The Sheboygan Optimists Club sponsors The Kellner's Circus

5/27/1971 – Teen Dance (music by The Bowery Boys)

6/10/1971 – Combined North/South High School graduation party. 1,000 attend a "Roaring 70's" themed event.!

7/7/1971 – Professional Wrestling

8/1/1971 – The Hanneford Circus (sponsored by the Kiwanis)

9/10/1971 – Teen Dance (music by Danny Downs and the Upbeats and Judas Goat)

10/21 /1971 – U.S. Marine Band

10/31/1971 – Reformation Day Service (Lutheran)

1114/1971 – Teen Dance (music by Bogie Man, Professional Mold, Judas Goat and The Music Foundation)

11/24/1971 – CYO Scholarship Teen Dance (music by Black Society and Father Time)

11/29/1971 – City budget meeting

2/9/1972 – Country Music Spectacular featuring Conway Twitty and Loretta Lynn

2/13/1972 -Accent Drill Team competition (1,500 attend)

3/12/1972 – "Our American Heritage" a celebration of the sixtieth anniversary of the Girl Scouts (2,000attend)

3/21/1972 – Roller Derby "Jolters vs. Eagles"

3/26/1972 – Professional performance of "Jesus Christ Superstar" (Rock Opera)

3/30/1972 – Teen Dance (music by Shortstuff and Lightfoot)

4/3/1972 – Republican presidential candidate George Wallace speaks on campaign stop (Walter Cronkite covered for CBS News)

4/15/1972 – Variety Show I Brat Fry (sponsored by Sheboygan Youth Band)

5/2/1972 – Hanneford Circus (sponsored by Sheboygan Youth Band)

5/6/1972 – U.S. Army Field Band concert, 3,500 attend

6/6/1972 – City Councilman Mark Eggebeen proposes selling or leasing the Armory stating the rent doesn't meet the operating costs.

6/8/1972 – Combined North/South Graduation celebration is held with a casino theme.

6/16-18/1972 – Jehovah Witness Convention

7/9/1972 – "Kids from Wisconsin" from UW Madison perform (sponsored by the Buccaneer Drill Team)

7/20/1972 – Professional Wrestling

9/21/1972 – Wayne King the Waltz King

9/26/1972 – "Youth for McGovern Rock Show" (political rally in support of Democratic presidential candidate George McGovern featuring the bands Hayward/ Love Society/ Smile)

9/30-10/1/1972 – Snowmobile Show

10/22/1972 – The Harlem Globetrotters play/perform

10/29/1972 – Reformation Day Service (Lutheran)

11/16-17 /1972 – David Wilkerson, author of "The Cross and the Switchblade" speaks (Sponsored by the CYO)

11120/1972 – The Sheboygan city budget meeting is held.

12/30-31/1972 – Jehovah Witness Convention

11/9/1973 – Professional Wrestling

1/28/1973 – Buccaneer Drill Team competition

2/12/1973 – Accent Drill Team competition (2,000 attend)

3/3/1973 – The Green Bay Packers vs. The Texas Cowgirls in exhibition basketball game, sponsored by Kiwanis Club

3/18/1973 – Professional Wrestling

3/24-25/1973 – Sports Show

4/14/1973 – Dr. Hook and the Medicine Show perform in concert.

4/4/1973 – The National Guard returns to the Armory after moving operations to Plymouth for two years.

5/4/1973 – Professional Wrestling

5/4/1973 – REO Speedwagon opened by Happy Day and Love Society performance

5/5/1973 – "Country Western Show" (sponsored by Policeman's Benevolent Association)

5/18/1973 – Professional Wrestling

5/20/1973 – A very large flea market is held

5/24/1973 – The Holiday Hippodrome Circus

5/26/1973 – The Hollies, Muldoon and One Eyed Jacks perform in concert

6/2-3/1973 – Jehovah Witness Convention

7 /14/1973 – Canned Heat is booked to perform for this date. They cancel and REO Speedwagon is fills the bill.

7/2111973 – Frankie Yankovic and his orchestra

7 /29/1973 – "Country Music Circus" – A country music -wild west show

9/23/1973 – Kohler Company UAW employee labor contract vote is held

10/5-7/1973 – The Nicky Cruz Christian Crusade

10/28/1973 – Lutheran Reformation Sunday services

11/4/1973 – Professional Wrestling

11/12/1973 -The Annual city budget meeting is held

11/21–23/1973 – Wishbone Ash and REO Speedwagon play to a crowd estimated to be 5,000 (past capacity). Due to the behavior of the audience and

damages to the premises, other than graduation parties, this is the last rock concert/ dance to be held at the Armory for a lengthy period.

City Revokes Dec. 30 Rock Concert Contract

The Milwaukee-based rock concert promoters who staged that Thanksgiving Eve show here which resulted in nearly $600 worth of vandalism at the Sheboygan Municipal Auditorium and Armory won't be allowed to stage a repeat performance.

Sheboygan Public Works Director Robert Kuhlmann informed Octopii Enterprises Inc. via registered mail Tuesday that their Dec. 30 reservation of the Armory is officially cancelled.

The Armory was a debris-strewn mess in the wake of the Nov. 21 event in which upwards of 5,000 persons jammed the place for a show by two rock bands. Wishbone Ash and REO Speedwagon.

Accompanying Kuhlmann's cancellation notice was a statement from Sheboygan City Attorney Clarence Mertz:

"Universal rule of law, followed by our State Supreme Court, is that there is no contract or vested right in a permit, as against the power of a municipality to revoke it for cause or in the exercise of the police power to protect the public health, safety and morals or welfare of the community.

"Also, in reviewing the scheduled activity, I am of the opinion that one can draw mere inference that it would create a serious problem with regard to public health, safety and morals of the community."

Mertz said he's been informed that the promoters wouldn't be able to hire off-duty city police officers to maintain order, a requirement of the contract.

"I am of the opinion that the permit is subject to revocation and in fact feel it is incumbent upon the city to revoke said permit." Mertz concluded.

Meanwhile, the Common Council's public works committee will meet tonight to discuss scheduling of future events at the Auditorium and Armory.

Man Fined $25

A 66-year-old Sheboygan man was fined $25 Tuesday by County Judge John Bolgert on a disorderly conduct charge. He is John N. Lavey of 833 Leland Ave., who was found in a state of drunkenness Monday, according to the complaint.

Neon, meaning "the new one," was discovered in 1898 by two British scientists, Sir. William Ramsay and M. W. Travers.

1/3/1974 – Professional Wrestling

2/10/1974 -The Accents Drill Team holds a regional competition

21221197 4 – Professional Wrestling

3/30/1974 – The Green Bay Packers vs. The Sheboygan Redskins reunion team in an exhibition basketball game.

4/27/1974 – Country Music Show (sponsored by Policeman's Benevolent Association)

5/11/1974 – Scout-0-Rama (First held since 1968)

5/18/1974 – U.S. Army Field Band

6/6/197 4 – Combined North/South high school graduation is held at the Armory. 1,200 graduates and guests attend "casino" themed event

6/28/1974 – Dick Contino/ Horace Heidt talent competition

6/28/1974 – Professional Wrestling

9/30/1974 -UAW – Kohler Company labor contract ratification vote takes place. Contract is approved.

10/12/197 4 – The Lakeland College Men's Basketball team plays the Danish National Team in exhibition game.

11 /10/1974 – Lakeland College Men's Basketball team plays The Czech National team in exhibition game

11/29/1974 – Professional Wrestling returns to the Armory before 3,431 fans.

12/16/197 4 – Sheboygan city budget meeting is held

1/25/1975 – The Green Bay Packers vs. the Sheboygan Jaycees in exhibition basketball game.

2/7/1975 – Professional Wrestling

2/23/1975 – Accents Drill Team competition

3/1/1975 -The March of Dimes holds a 24 hour basketball marathon fundraiser.

317/1975 – Professional Wrestling

3/15/1975 – Buccaneer Drill Team competition

4/21/1975 -The 1975 regional Scout-o-Rama. 6,000 Scouts attend.

4/27/1975 – The Don Gibson Show with Sherry Bryce perform.

4/28/1975 – The Sheboygan County Deputies sponsor the Hippodrome Circus, 3,800 attend.

5/31/1975 – Meat Cutters and Butchers Union meeting is held. A venue of the size of the Armory is needed due to the potential closing of The Armour Leather plant.

6/29/1975 – Professional Wrestling

8/6/1975 – The Duke Ellington Orchestra performs in concert in front of a crowd of less than 500.

9/13/1975 – Evangelist Bob Harrington preaches to an audience of over 3,000 people.

10/11/1975 – Campus Life sponsors a Contemporary Christian concert featuring three bands.

10/21/1975 -The Citizens Advisory Committee on Community Development advises either to end deficit operation at the Armory, or raise the structure.

11/24/1975 – The Sheboygan City Budget meeting is held.

11130/1975 – The Harlem Globetrotters play/perform.

1/11/1976 – Professional Wrestling. A crowd of 2,278 attends.

3/1/1976 – The Accents Drill Team holds a competition

3/13 -14/1976 – Polka Festival

4/22-24/1976 – "Heritage Days," a multi-event festival is planned to celebrate the cities history during the nation's bicentennial year.

4/29/1976 – The Buccaneer Drill Team competition

5/3/1976 – Danny Davis and the Nashville Brass.

10/7/1976 – The U.S. Armed Forces combine to perform the bicentennial show "Bicentennial" before 4,000.

11/6/1976 – Campus Life sponsor a Christian youth event referred to as "Super Saturday."

11/7/1976 – Professional Wrestling

11/11/1976 – Roy Orbison performs in concert.

11/22/1976 – The Sheboygan City Budget meeting is held.

12/111976 – Donkey Basketball

12/12/1976 -The Buccaneer drill team competition.

2/9/1977 – Golden Gloves Boxing

Section A:

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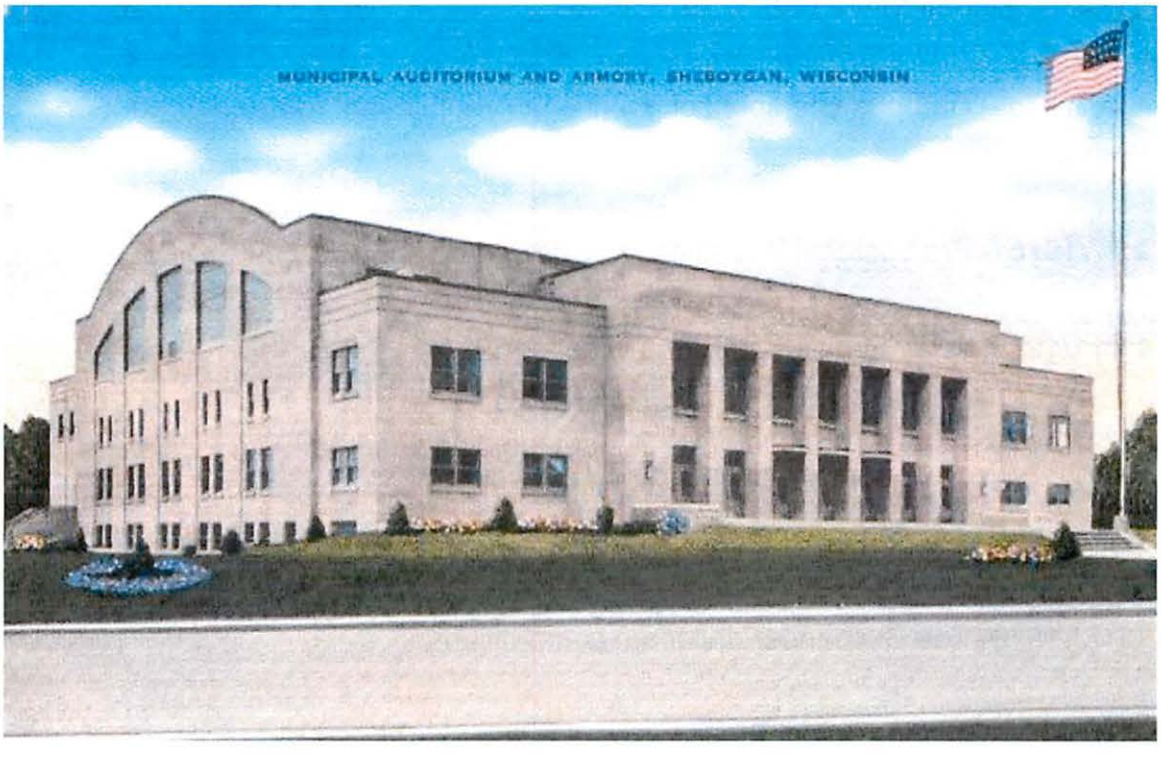
01/14/2014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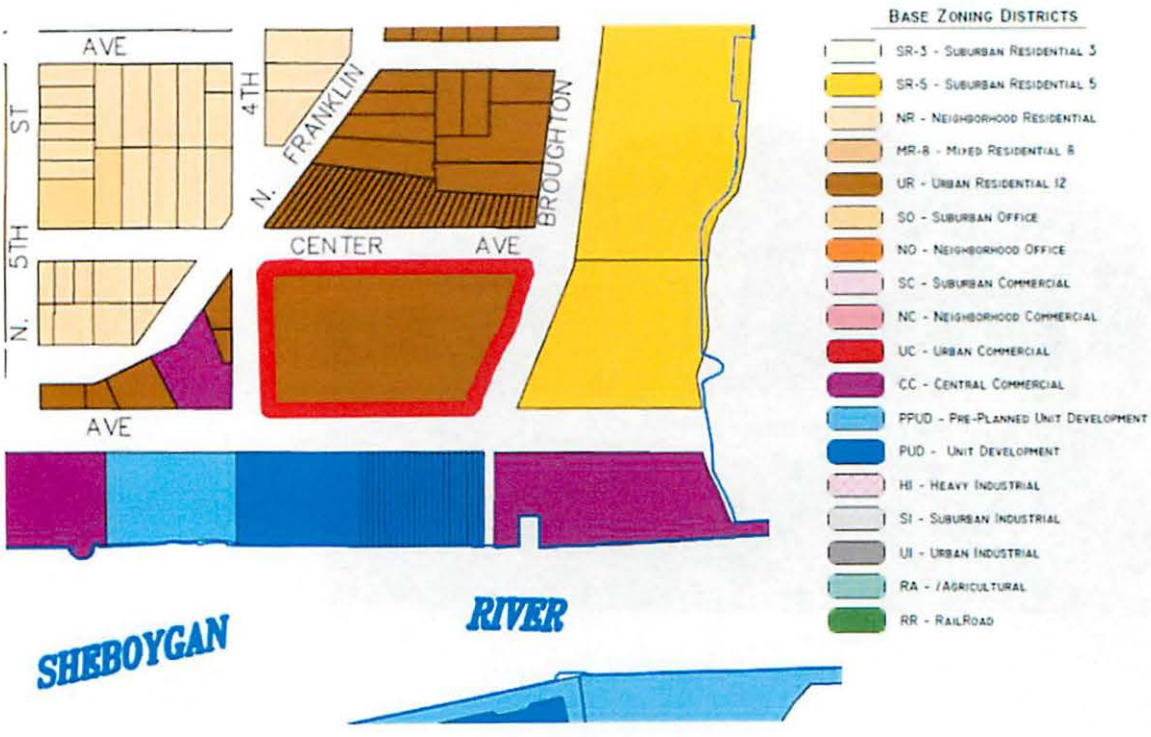
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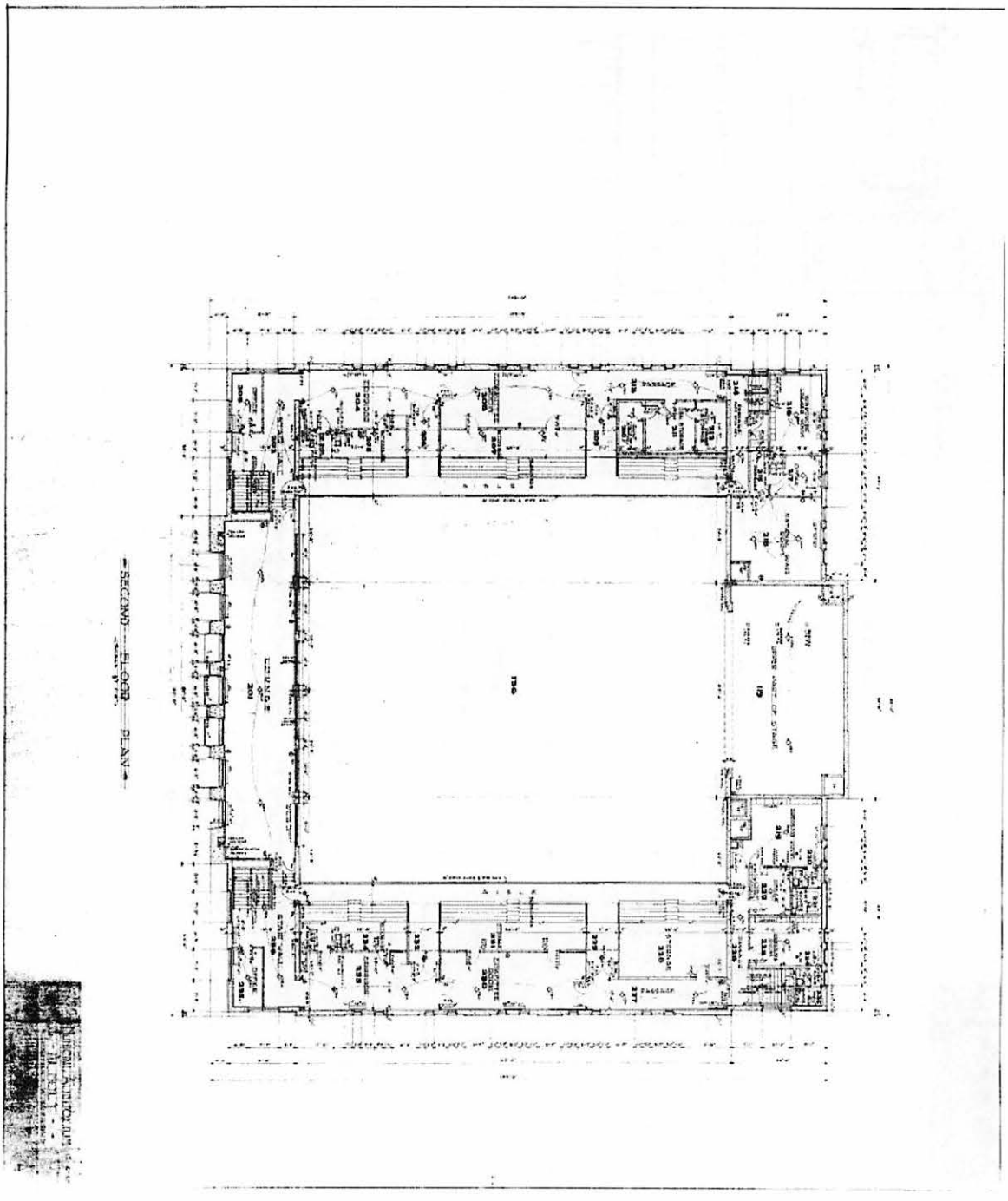
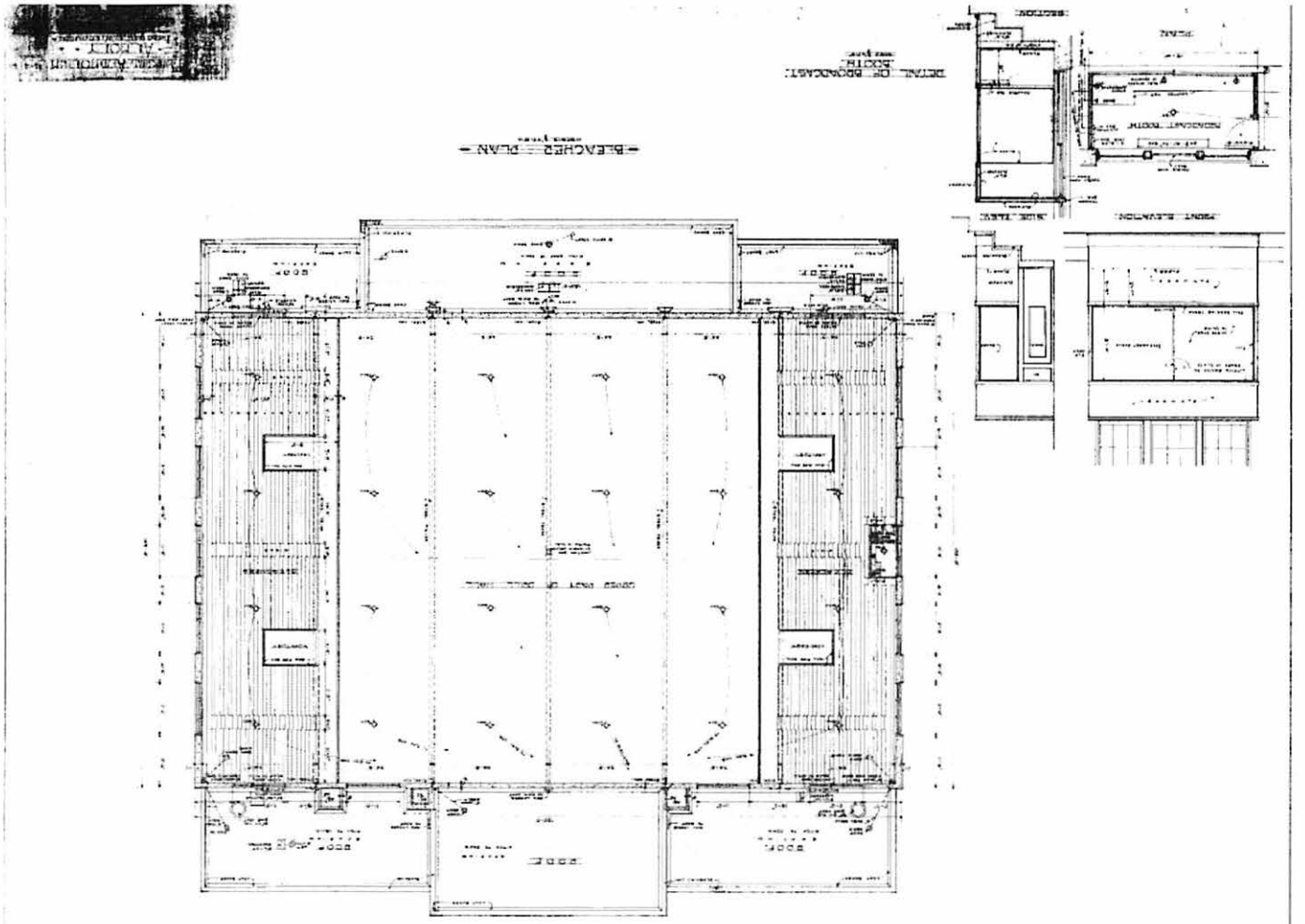
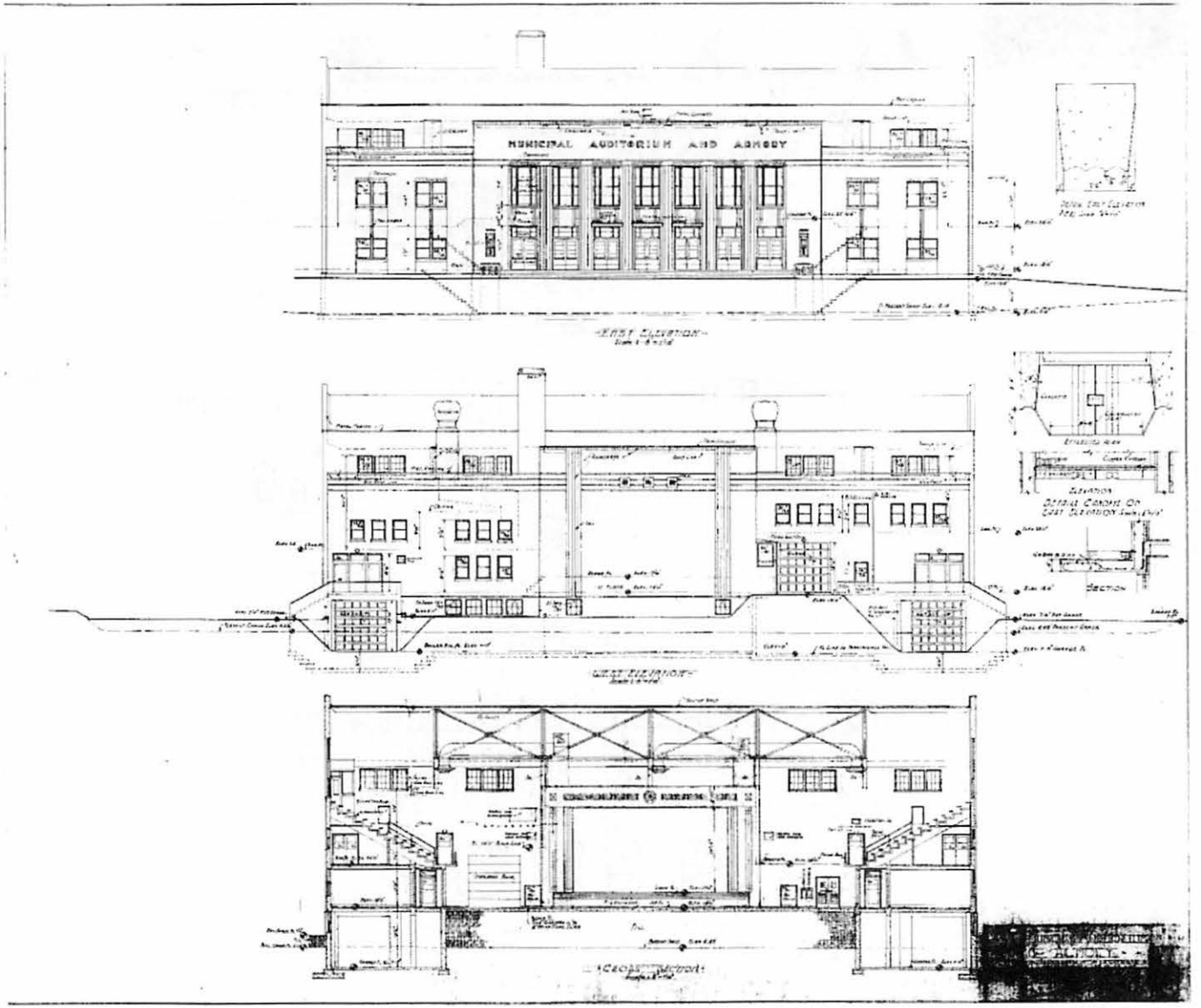
01/14/2014 08:45

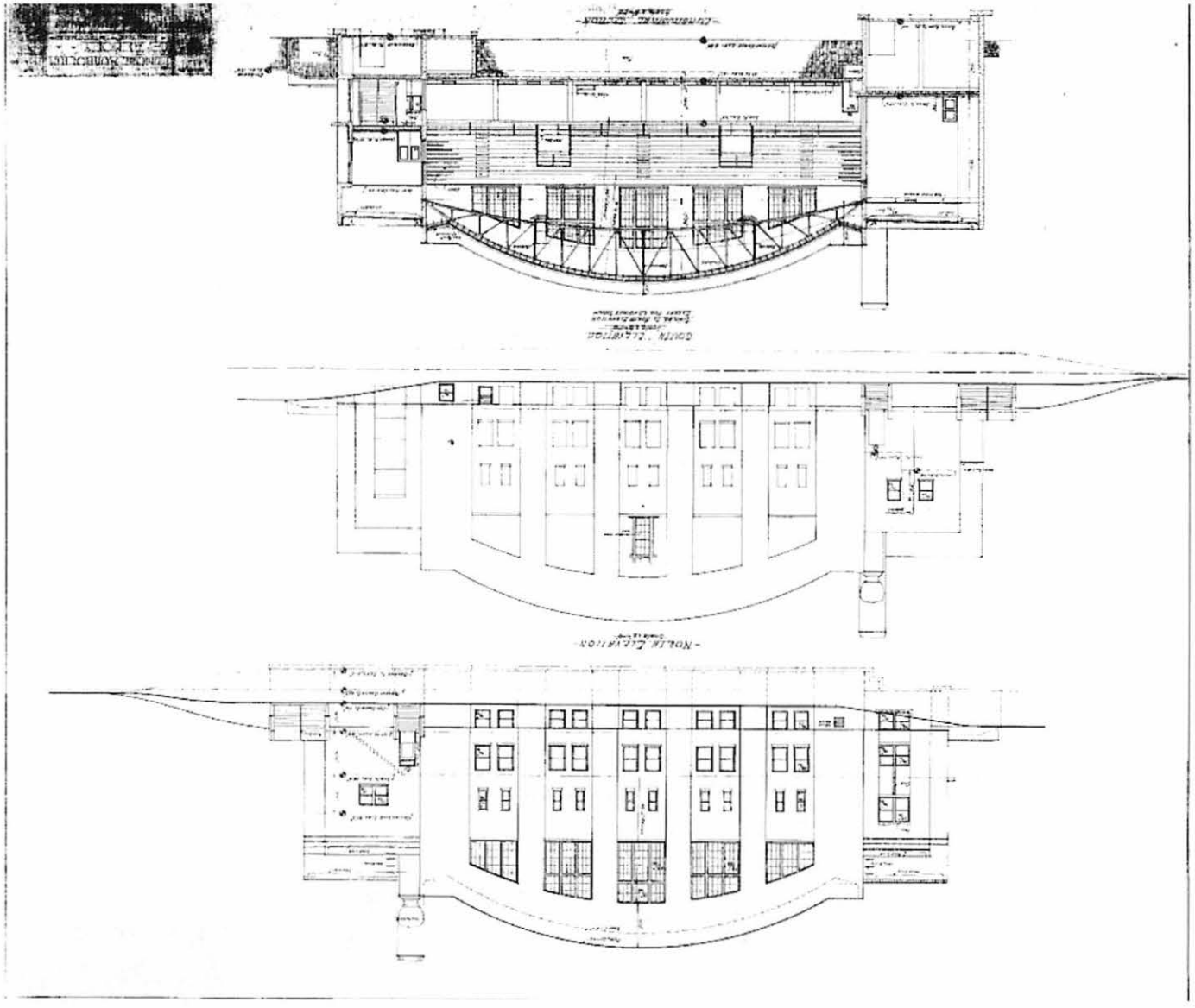
The Armory
City of Sheboygan

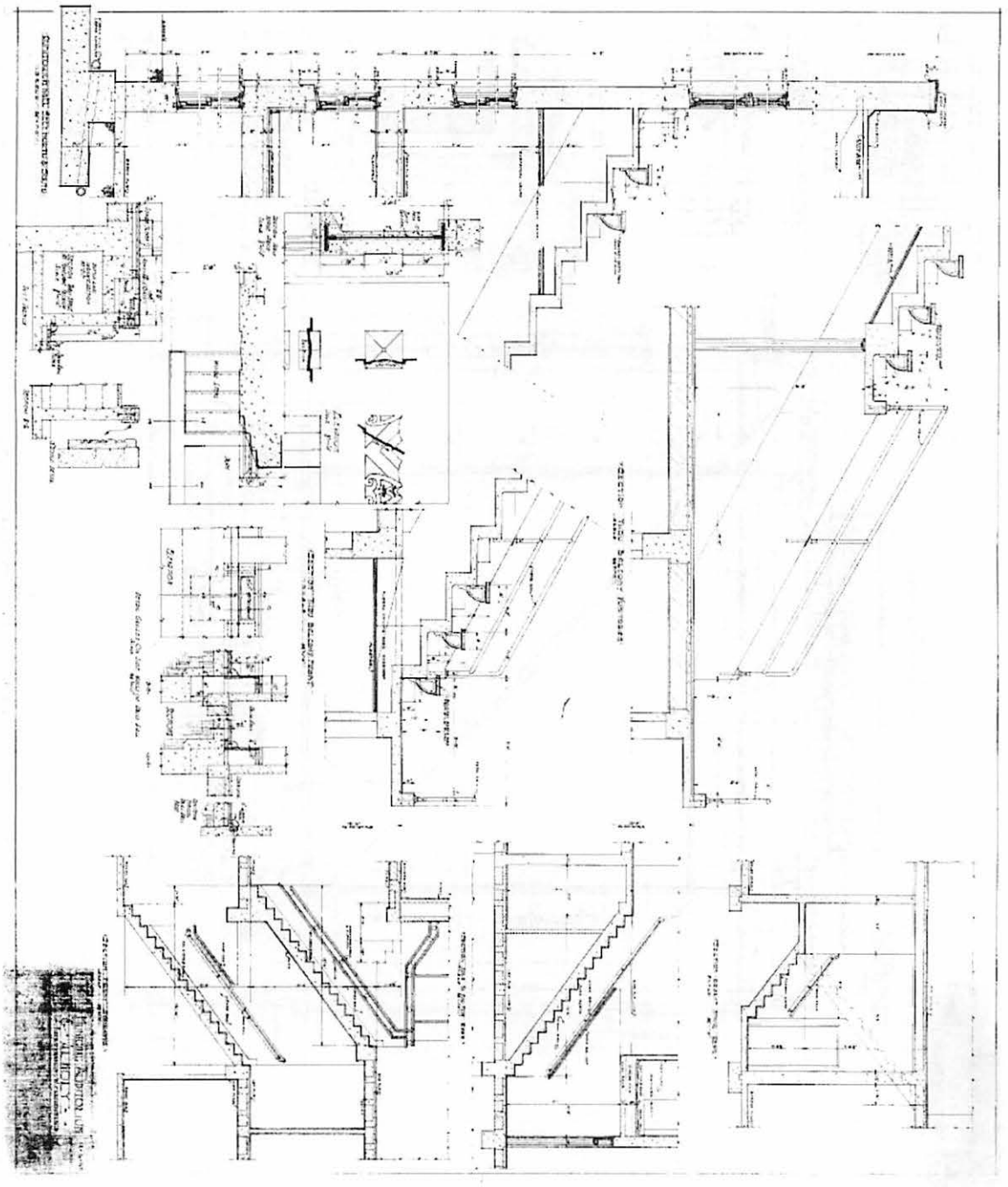


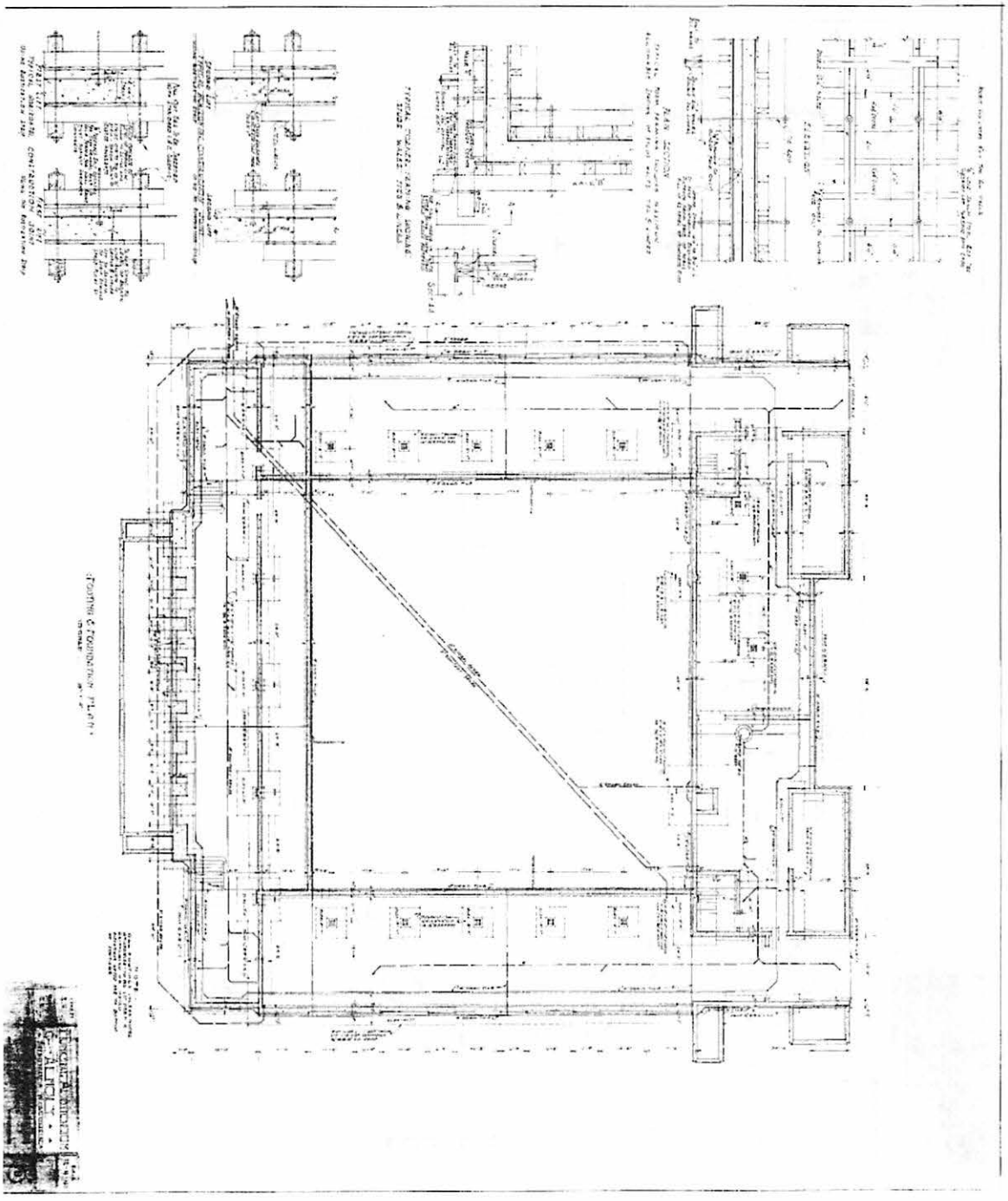
SECOND FLOOR PLAN

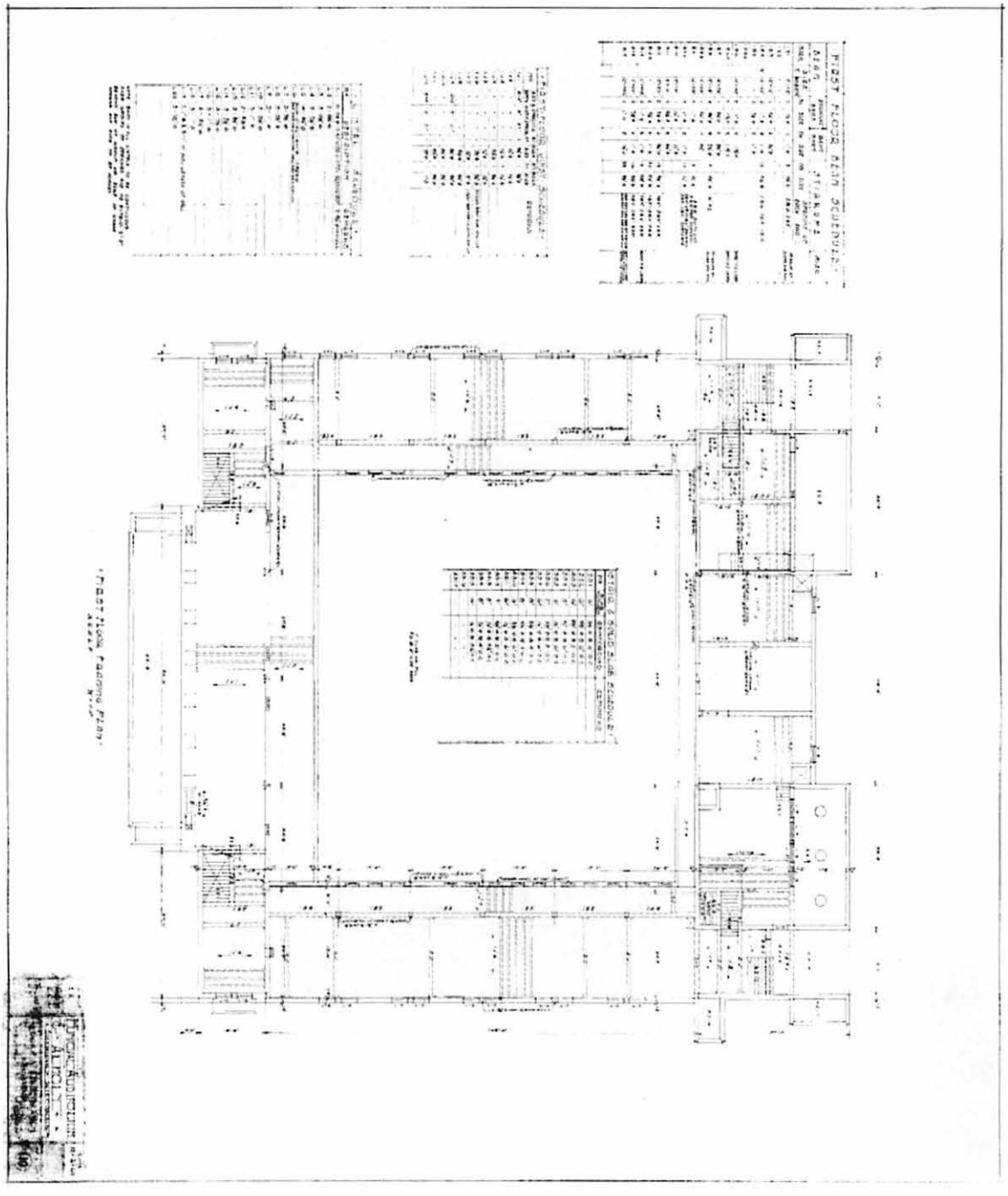


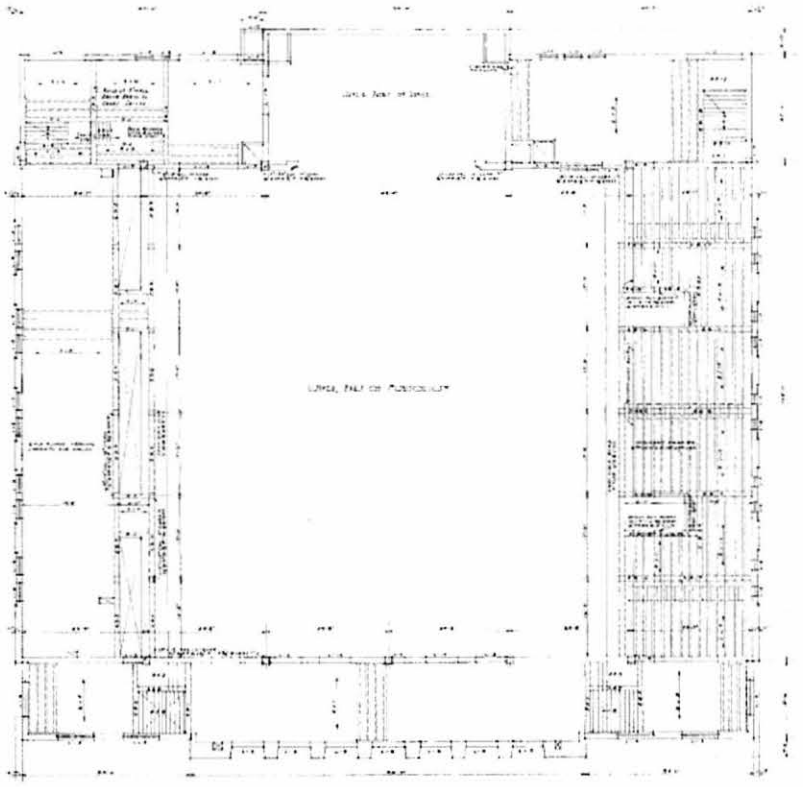

MUNICIPAL AUDITORIUM AND ARMORY



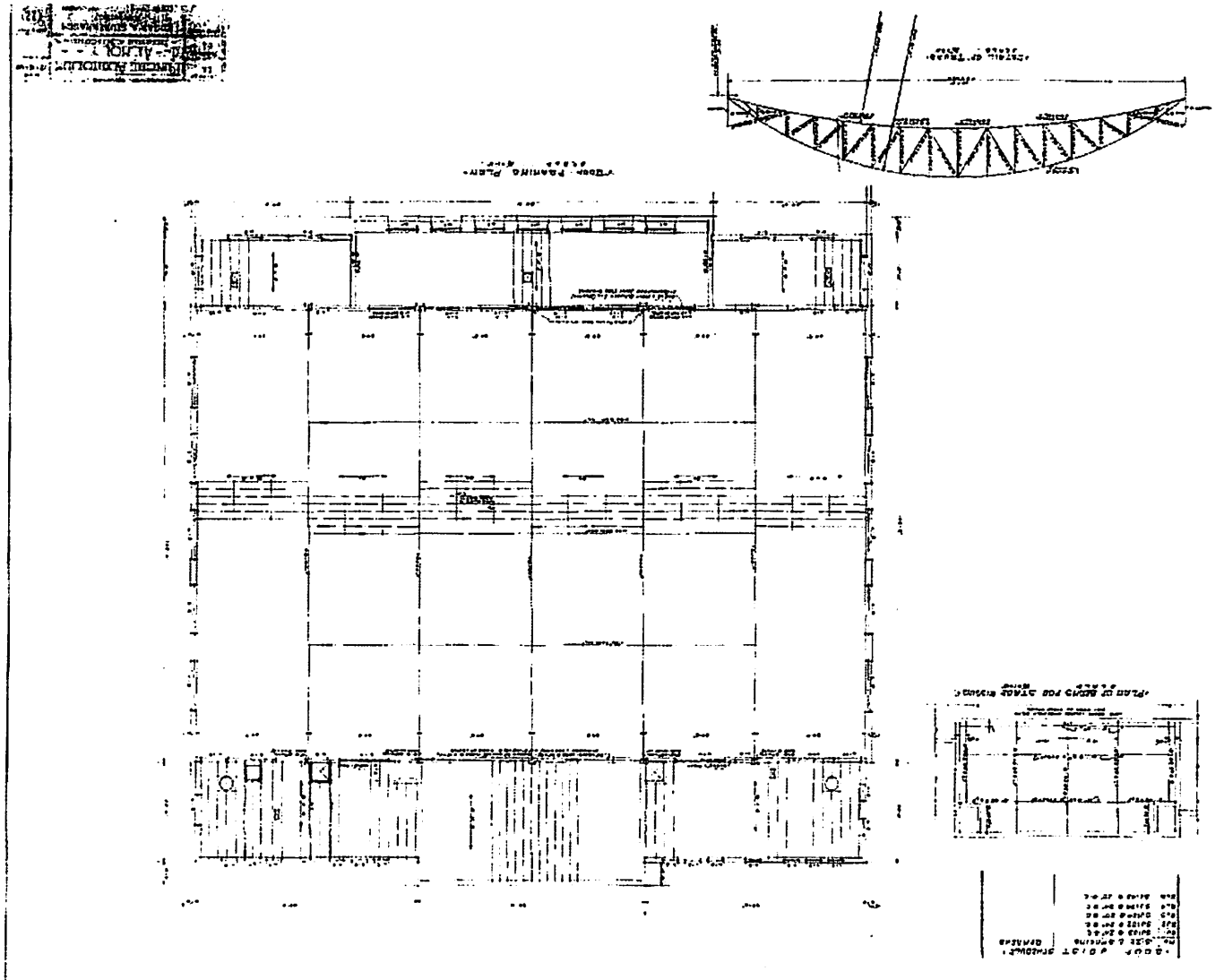






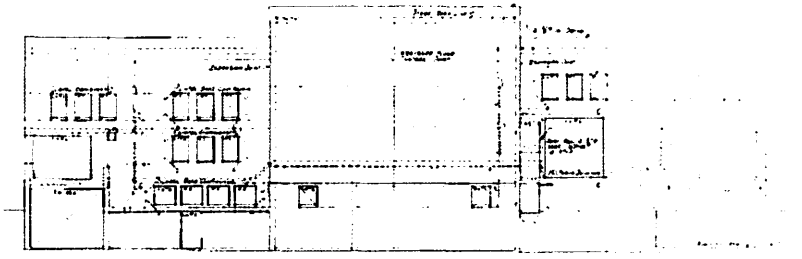


Second Floor Framing Plan

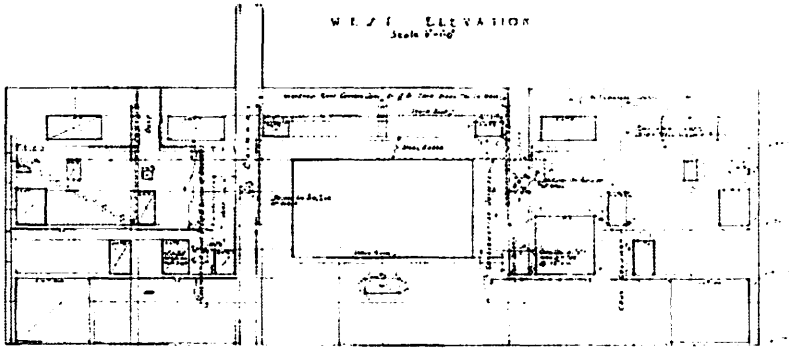


STRUCTURAL STEEL NOTES

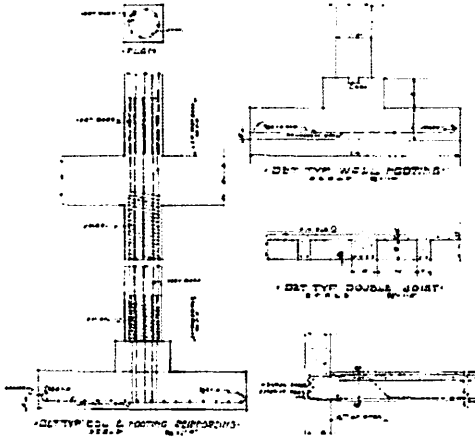
REINFORCED CONCRETE GENERAL NOTES



WEST ELEVATION



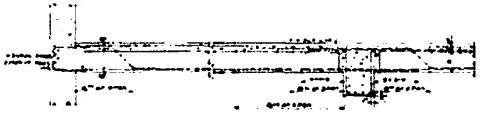
WEST ELEVATION OF WALL BETWEEN STAGE & AUDITORIUM



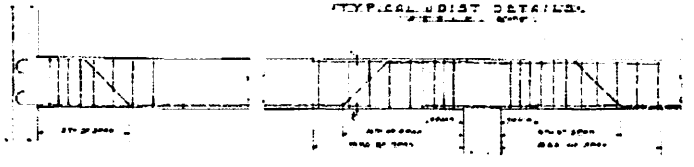
TYP. WALL FOOTING

TYP. DOUBLE JOIST

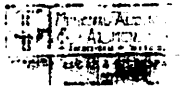
TYP. COL. & FOOTING REINFORCING

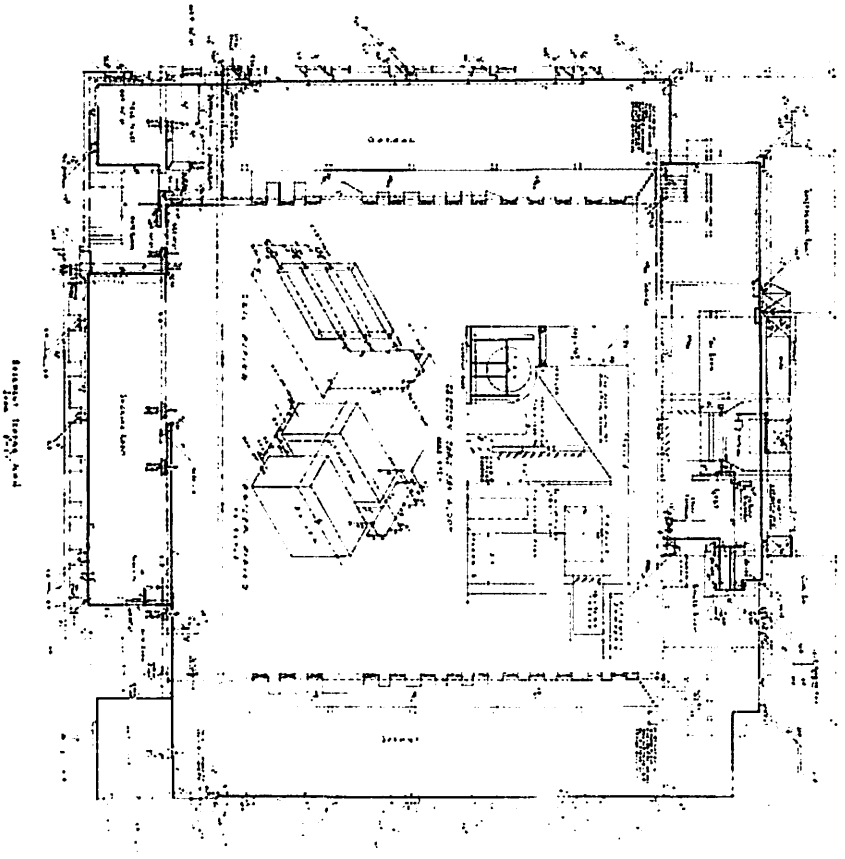


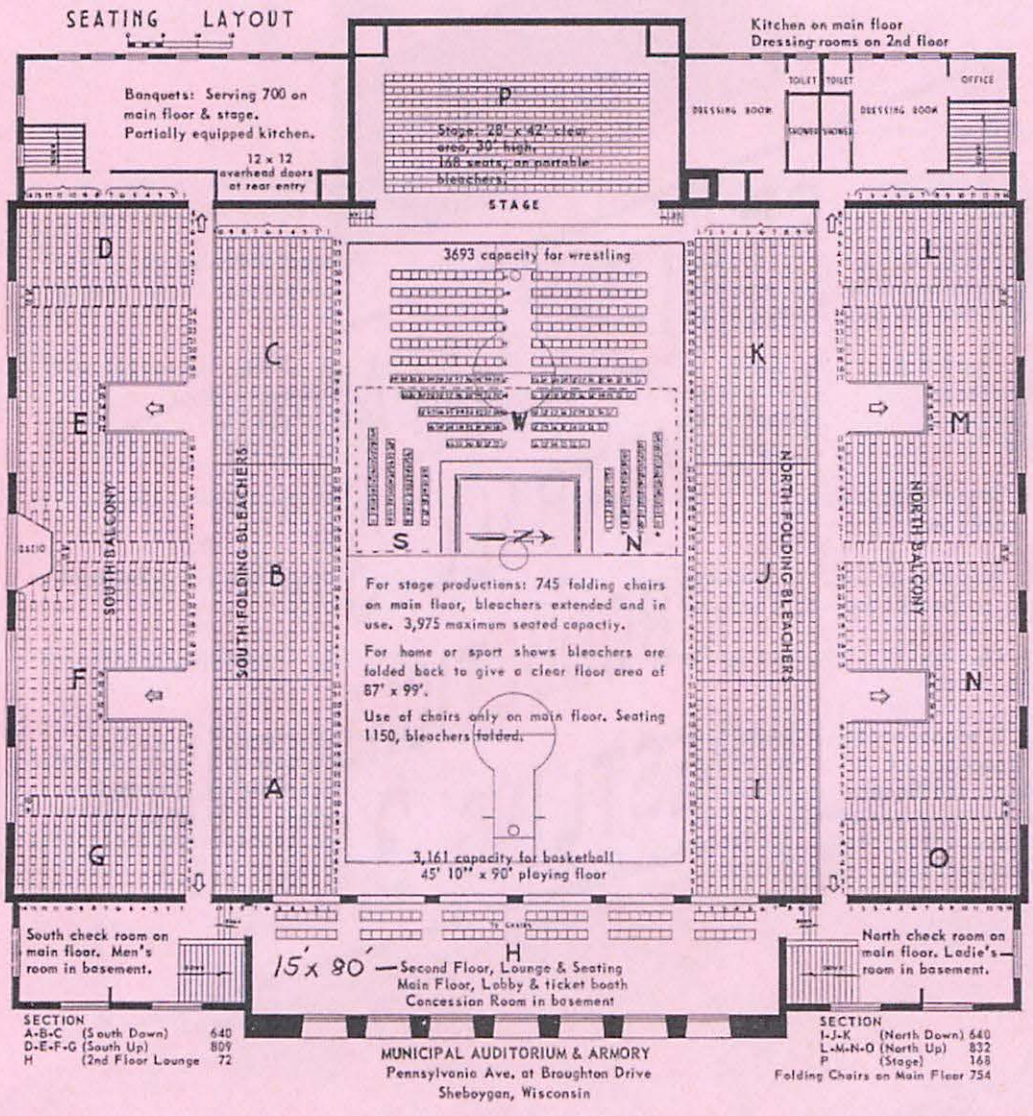
TYPICAL JOIST DETAILS



TYPICAL BEAM & GIRT SHOWING LONGITUDINAL REINFORCING






SEATING LAYOUT
Banquets: Serving 700 on main floor & stage. Partially equipped kitchen.
12 x 12 overhead doors at rear entry
P
Stage: 28' x 42' clear area, 30" high; 168 seats; on portable bleachers
STAGE
Kitchen on main floor
Dressing rooms on 2nd floor
TOILET
TOILET
OFFICE
DRESSING ROOM
SHOWER
SHOWER
DRESSING ROOM
3693 capacity for wrestling
D
C
K
L
E
W
M
SOUTH BALCONY
SOUTH FOLDING BLEACHERS
NORTH FOLDING BLEACHERS
NORTH BALCONY
S
N
For stage productions: 745 folding chairs on main floor, bleachers extended and in use. 3,975 maximum seated capactiy.
For home or sport shows bleachers are folded back to give a clear floor area of 87' x 99'.
Use of chairs only on main floor. Seating 1150, bleachers folded.
B
J
F
N
A
H
G
O
3,161 capacity for basketball
45' 10" x 90' playing floor
South check room on main floor. Men's room in basement.
15' x 80'
H
Second Floor, Lounge & Seating
Main Floor, Lobby & ticket booth
Concession Room in basement
North check room on main floor. Ladie's room in basement.
SECTION
A-B-C (South Down) 640
D-E-F-G (South Up) 809
H (2nd Floor Lounge 72
SECTION
I-J-K (North Down) 640
L-M-N-O (North Up) 832
P (Stage) 168
Folding Chairs on Main Floor 754
MUNICIPAL AUDITORIUM & ARMORY
Pennsylvania Ave. at Broughton Drive
Sheboygan, Wisconsin

The Sheboygan Armory capacity can currently hold more spectators then the Milwaukee Rave, Pabst Theatre, and Riverside Theatre

The following Star and Canon Art work on the Entrance floor of the Armory is Federal Property from the WPA and can therefore not be removed without special permissions granted by the federal government:

LEGAL TITLE TO ART WORK PRODUCED UNDER THE 1930S AND 1940S NEW DEAL ADMINISTRATION

I. Executive Summary

During the New Deal era, the United States government administered four public art programs: the Public Works of Art Project (PWAP), the Works Progress Administration's Federal Art Project, the Treasury Relief Art Project (TRAP), and the Section of Fine Arts.[1] The art programs operated between 1933 and 1942 with rules and regulations presiding over how the artists were selected and paid, how the art was documented and ultimately, where it was installed or to whom it was distributed. However, a number of circumstances—the number of years that have passed, the restructuring or abolishment of the agencies that house the works of art, and/or poor record keeping—have contributed to the separation of the documentation from the artwork(s). In many cases, this leaves the stewarding party with little information about legal title and responsible to the works of art.

This document serves to provide general concepts of federal property ownership, a brief overview of the art programs, and to address the various conditions that determine legal title and the impact this has on the parties that possess New Deal works of art.[2]

II. General Concepts of Federal Property Ownership

Federal property, and the right to control and dispose of federal property, is governed by different laws than those which govern private property. The Constitution provides that "the Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States.[3] The term "property" as used in the Property Clause of the Constitution has been defined to include "all other personal and real property rightfully belonging to the United States."[4] Congress has the right to determine to whom property

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[1] The phrase "new deal" was first used by Franklin D. Roosevelt in 1932, when he accepted the Democratic nomination for president and promised a "new deal for the American people." Since then, "New Deal" has been used as a label for Roosevelt's administration and its numerous programs for domestic economic reform during the 1930s and 1940s.

[2] As used herein, the term "New Deal artwork" refers to works of art produced under one of the four New Deal art programs: the Public Works of Art Project, the Section of Fine Arts, the Works Progress Administration's Federal Art Project or the Treasury Relief Art Project.

[3] U.S. Constitution, Article IV, Section 3, clause 2.

[4] Ashwander v. Tennessee Valley Authority, 297 U.S. 288, 331, 80 L. Ed. 686, 56 S.Ct. 466 (1936).

will be sold and under what conditions,[5] since the "power of Congress to dispose of any kind of property belonging to the United States 'is vested in Congress without limitation."[6]

Essentially, the Constitution grants Congress the right to determine who within the Federal Government has authority to dispose of Federal property, and by what means such disposals can take place. Authority to dispose of United States' property can only be granted by an Act of Congress.[7] Furthermore, only Congress has the power to determine the conditions upon which property of the United States is sold or otherwise disposed.[8] An individual or entity may not dispose of federally owned property unless Congress has conferred, expressly or implicitly, such power.[9] Therefore, no Federal agency, or an individual within that agency, has authority to dispose of Federal property unless Congress has granted that authority.

For example, the General Services Administration (GSA) has been granted authority to dispose of both personal and real property that has been determined excess to one Federal agency (no longer needed by that agency for mission purposes), or surplus to the Federal Government (no longer needed by any agency for mission purposes).[10] Congress has established a specific process for the disposal of property from the Federal government which GSA must follow.[11] GSA has developed regulations which implement its disposal authority.[12] Only those individuals within GSA who have been delegated authority by the Administrator may dispose of Federal excess and surplus property, and only in the manner dictated by Federal statutes and regulations. This same restriction on the ability to dispose of United States property applies to all Federal agencies.

For this reason, the courts have held that the Federal Government cannot abandon property.[13] Furthermore, "[i]t is well settled that title to property of the United States cannot be divested by negligence, delay, laches, mistake, or unauthorized actions by subordinate officials."[14] Additionally, inactivity, neglect

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[5] Van Brocklin v. State of Tennessee, 117 U.S. 151, 167, 6 S.Ct. 670, 29 L.Ed. 845 (1886).
[6] Alabama v. Texas, 347 U.S. 272, 273, 98 L.Ed. 689, 74 S.Ct. 481 (1954) (*per curiam*).
[7] Beaver v. United States, 350 F.2d 4, 8 (9th Cir. 1965).
[8] Butte City Water Co. v. Baker, 196 U.S. 119, 126, 49 L.Ed. 409, 25 S.Ct. 211 (1905).
[9] Id., *see also* Royal Indemnity Co. v. United States, 313 U.S. 289, 85 L.Ed. 1361, 61 S.Ct. 995 (1941) (subordinate officers of the IRS lacked statutory authority to release tax bond); Utah Power & Light Co., 243 U.S. at 404 (state law of eminent domain is not applicable to federal land except as adopted or made applicable by Congress).
[10] 40 U.S.C. §§ 102, 521, 525.
[11] 40 U.S.C. §§ 541-559.
[12] 41 C.F.R. §§ 102-37, 102-38, 102-75.
[13] United States v. Stemmetz, 763 F. Supp. 1293 (D.N.J. 1991), *aff'd*, 973 F.2d 212 (3rd Cir. 1992).
[14] Id., *see also* Royal Indemnity Co., *supra*.

or unauthorized intentional conduct on the part of government officials will not divest the United States of ownership interest in property.[15]

III. New Deal Artwork Concise Administrative Summary

The thousands of murals, easel paintings, prints, and sculptures created under the New Deal art programs are commonly referred to as WPA artworks. This classification proves misleading, as only one of the four programs, the Federal Art Project, operated directly under the Works Progress Administration (WPA).[16] A more accurate classification of the works of art created under the federal art programs of the 1930s and early 1940s is New Deal artwork, as they were created during the era of President Franklin D. Roosevelt's New Deal economic recovery programs.

The Department of the Treasury created the first federal art program in 1933, when it initiated the Public Works of Art Project. Two subsequent programs—the Treasury Relief Art Project and the Section of Fine Arts—also originated under the Department of the Treasury. In 1935 the Works Progress Administration—an independently operating federal agency—established the Federal Art Project.

A number of changes occurred in 1939, when the Reorganization Act created the Federal Works Agency.[17] Incorporated into this new agency were the art programs of both the Department of the Treasury and the Works Progress Administration. In addition to these changes, the Act changed the name of the Works Progress Administration to the Works Projects Administration. By 1942 the all of the New Deal art programs ceased to operate.[18]

The General Services Administration's responsibility for administering New Deal works of art came from the Federal Property and Administrative Services Act of 1949. The Act established the General Services Administration (GSA) and in the process transferred "all records, property, personnel, obligations, and commitments of the Federal Works Agency, including those of all agencies of the Federal Works Agency."[19] Included in the mandate was the stewardship of the portable artworks created under the federal government's New Deal art projects.

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[15] Kern Copters, Inc. v. Allied Helicopter Serv., Inc., 277 F. 2c 308 (9th Cir. 1960); United States v. City of Columbus, 180 F. Supp. 775 (S.D. Ohio 1959).

[16] The Works Progress Administration was established by Executive Order No. 7034 on May 6, 1935.

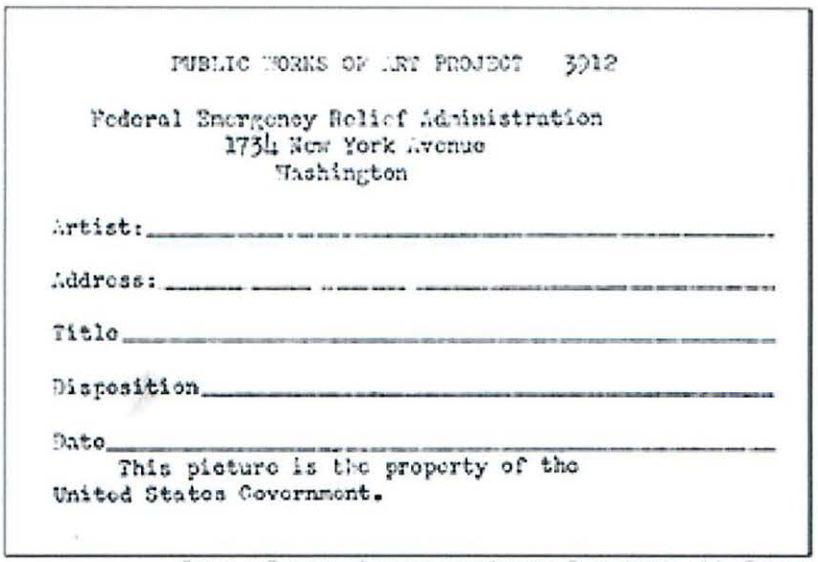
[17] The Reorganization Act of 1939 was effective July 1, 1939.

[18] Federal Works Agency, *Final Report on The WPA Program 1935-1943*, (Washington, DC: Government Printing Office, 1947), 14-15.

[19] Federal Property and Administrative Services Act of 1949, (Sec.103(a)).

Federal Government of the various Regional and Sub-Regional Committees and the central office in Washington.[21]

Almost 14,000 artists were on the PWAP payroll and received weekly salaries. When the program ended in 1934, over 15,000 works of art had been created, with many of them being lent to government officials or public institutions such as orphanages, libraries, schools, and museums.[22] When the works of art were loaned paperwork documenting that ownership remained with the federal government accompanied the artwork. Paper labels (see Figure 1) were placed on the reverse of the artwork. The arrangement of the information varied slightly from label to label, but, in general, the information contained on each label was the same. In addition, metal tags (see Figure 2) were adhered to the front of each frame.



PUBLIC WORKS OF ART PROJECT 3012

Federal Emergency Relief Administration
1734 New York Avenue
Washington

Artist:_____

Address:_____

Title_____

Disposition_____

Date_____

This picture is the property of the United States Government.

Figure 1: Example of a paper label from the Public Works of Art Project

Figure 2: Metal identification tag from the Public Works of Art Project

[21] The Bulletin only applies to works produced under the Department of Treasury's Public Works of Art Project (PWAP), which later became a part of the Federal Works Agency. A copy of the Bulletin is attached.

[22] *Report of the Assistant Secretary of the Treasury to Federal Emergency Relief Administrator, PWAP*, (Washington, DC: Government Printing Office, 1934).

The Sheboygan Armory also played a significant role in Breaking the Color Barrier in Professional Basketball which is extremely significant to the values of Sheboygan culturally and historically.

Sheboygan, Wisconsin Played Key Role In Breaking Basketball Color Barrier

On March 11, 2009, in Culture, History, NBA, Race, by Black Fives Foundation

Brian Gaynor of the Des Moines Register copped some nice research about the breaking of the racial color barrier in the old National Basketball League, for a piece he wrote that appeared this week in the *Sheboygan Press*. That milestone happened in 1942 with the Chicago Studebakers and the Toledo Jim White Chevrolets, the two teams which had signed numerous African American players that year — the first time a major professional sports league had done so (see Black Fives Blog: Was Baseball Racial Integration Leader? Or Basketball?, and Black Fives Blog: Toledo (Ohio) Black Basketball History).Both teams visited Wisconsin to play the Sheboygan Redskins, a team that eventually joined the National Basketball Association. The Studebakers got there first. Gaynor:

Few of the 3,000 locals in attendance on Nov. 25, 1942, knew the magnitude of the moment when Bernie Price, Hillary Brown, Duke Cumberland, Sonny Boswell, Tony Peyton and Roosie Hudson emerged from their locker room with four white teammates to play the Red Skins. What those fans cared about most was that Sheboygan opened the National Basketball League season on a positive note, 53-45, over the Chicago Studebakers.

More:

IV. Title to New Deal works of art

The New Deal art programs created works of art for public use, but differed in the way they operated. Some programs were set up to provide economic relief and paid artists an hourly wage, while other programs administered competitions to commission murals and sculptures for specific sites within public buildings. This section provides general background information and then outlines the legal authorities and governing regulations for each program.

Public Works of Art Project (PWAP)

Dates of Operation: 1933-1934

The Public Works of Art Project (PWAP) was the first federal relief program for artists. The following excerpt is from the final report for the project:

> **The Public Works of Art Project was set up under the Treasury Department for supervision, as one of the agencies to extend relief to the professional class, its object being to employ artists who were unemployed in the decoration of public buildings and parks. ...**
>
> **While the primary purpose of the project was to give employment to needy artists, a dual test was set up in the selection of those employed: first, that they were actually in need of employment and, second, that they were qualified as artists to produce work which would be an embellishment to public property.**[23]

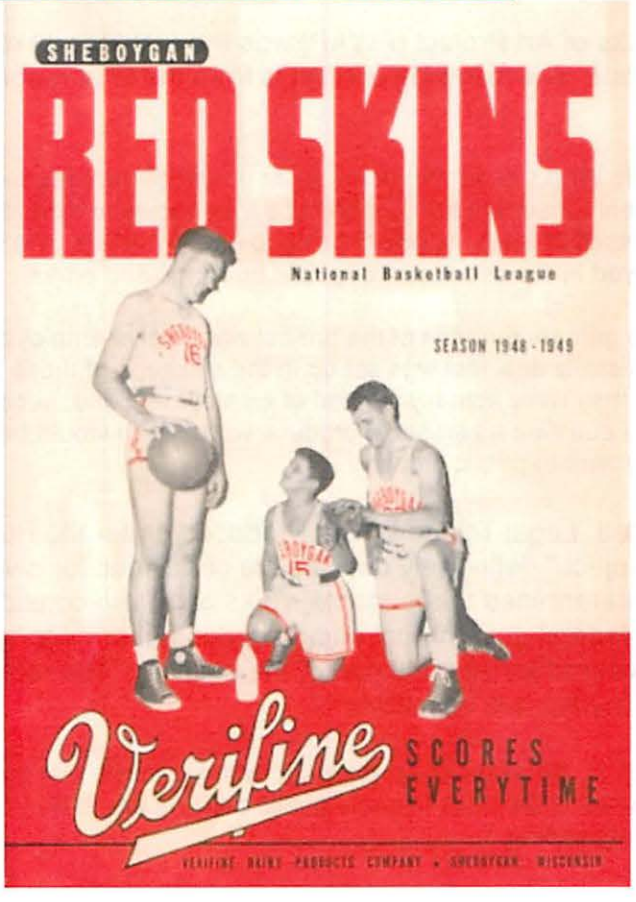
The bulletin, titled "Legal Title to Works Produced under the Public Works of Art Project," definitively outlines the conditions for ownership of the artwork. It determined that portable works of art are considered the property of the federal government and artworks that are site-specific should be considered an inherent part of the building. The relevant portions of the Bulletin are as follows:

> **Paragraph 1: All works of art executed with the intent that they should occupy a particular place in some public building are to be treated as a part of that building.**
>
> **Paragraph 3: All works of art produced by the project which are movable and not executed to occupy some particular location are the property of the Federal Government and will be in the custody for the**

[23] *Report of the Assistant Secretary of the Treasury to Federal Emergency Relief Administrator, PWAP.* (Washington DC: U.S. Government Printing Office, 1934).

"There had been token integrations before (in lesser leagues), but this was THE integration that marks the start for pro basketball and for major professional-league sports," said [Bill] Himmelman, who served as the NBA's historian from 1985 to 2002. "About 30 years ago, I had the pleasure of spending time with the Studebaker players. They said they felt shortchanged as the ones who truly integrated pro sports, rather than Jackie Robinson and all the rest. The NBL was the trendsetter there."

By the time the Studebakers arrived in Sheboygan, fan interest in basketball there already trumped most concerns about race (see Black Fives Blog: Early Racial Inclusion Puts Wisconsin On Pro Basketball Map).



Gaynor expands on this:

"They were always treated good because they made good money, working at the plant and playing for Studebaker," said Al Price, whose late brother Bernie was Chicago's second-leading scorer.

As luck would have it, the Studebakers' opener just happened to be played in Sheboygan. Some nights later, Toledo suited up four black players — Bill Jones, Shanty Barnett, Al Price and Casey Jones — for their season opener. These dual events came eight years before Earl Lloyd became the first black player to step onto an NBA court.

"Some of the towns we played in weren't too cool," said Price, 92, who still lives in Toledo. "That was just the way people were and how they felt. All across the country, discrimination was going on. Some cities and towns were very prejudiced and others were very receptive. Just like people are today, good and bad. I don't remember how Sheboygan was."

The last player remaining from that trailblazing Chicago-Sheboygan game is Red Skins forward Ken Buehler, who scored 14 points against the Studebakers and would be named the NBL's rookie of the year that season.

"When I played at Milwaukee State Teachers College, we had a black player on the team, so it was nothing new," said Buehler, 89, who lives in South Palm Beach, Fla. "As for the Studebakers having black players, nobody thought anything of it, as far as race relations go."

And still further, in a related item by Gaynor:

And perhaps most noteworthy, the Harlem Globetrotters, also in the Naismith Hall of Fame, held their first training camp in November 1940 in, of all places, Sheboygan. Red Skins coach Frank Zummach said team publicity director Michael Progar, who worked at the Press, had a plan.

"He was the guy who organized it and got them to come," said Zummach, still sharp at age 98. "The Globetrotters had never done that before. I always give him credit because he pulled it off."

The Globetrotters planted roots in Sheboygan and stayed at the Park Hotel, across from Fountain Park on the site where the old Sheboygan Clinic would be built.

"We had a good 10 days of practice," Zummach said. "At the end, we played two exhibitions. By that time, the Globetrotters were pretty well-known and they were not yet clowning."

And the Red Skins, now fit and ready after training hard against the Trotters, got new wheels for their season-opening trip out East.

"We made a deal and we took the Globetrotters' old bus and they got a new one," Zummach said. "We drove the Trotters' bus out to Akron and then to Detroit and stayed overnight outside Detroit, where the bus died. We just left it there and took a train back to Sheboygan."

II

Other Matters

9.7

R. O. No. ____ - 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

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

No.	Name	Address
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)

No.	Name	Address
3118	Mi Ranchito	1235 Indiana Ave.
3120	Northstar I	3004 N. 8th St.
3119	Vibez Bar	2513 S. 8th St.

SIDEWALK CAFÉ LICENSE (April 14, 2016)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th St.
2487	Frankie's Pub & Grill	2218 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
5868	Haleem, Susan S.	1108 N. 12th St.
0711	Kainz, Karly J.	3629 N. 35th 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. 9th St.
0714	Mock, Emma M.	402 Huron Ave.
0719	Nelson, Ashley M.	3228 N. 27th St.
0718	Steele, Lucas J.(Club)	3824 Erie Ave.
0710	Waraich, Vishavjot S.	N6233 Woodland Rd.
9853	Wehmeyer, Jessica M.	2211 N. 22nd St.

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
7426	Ahrens, Christina E.	1151 N. 8th St.
0716	Deleon JR., Mario	1444A S. 19th St.
0715	Hoerth, Joseph F.	24 Ottawa Pl.
0712	Lopez, Jose D.	730 S Water St.
0343	Olsen, Michael D.	1330 N. 12th St., #2
0713	Perry, Ebony Mariah	328 Superior Ave.
8443	Wills, Michael R.	1326 N. 12th St.

April 3, 2015

APR 6 '15 PM 2:50

Save the Field of Dreams Petitions

Signatures Collected between mid-February – March 2015: 1,004 to save the Field of Dreams and also not rezone it.

Submitted by: Citizens of Sheboygan to the City of Sheboygan on April 6, 2015.

Change.org

Save the Field of Dreams Online Petition 2015

Say No to the City of Sheboygan rezoning the Field of Dreams

Name	City	State	Zip Code	Country	Signed On
Mary Jo Zagozen	Sheboygan	Wisconsin	53083	United States	2/13/2015
Shawn LaDuke	Sheboygan	Wisconsin	53083	United States	2/13/2015
bryton richardson	Sheboygan	Wisconsin	53081	United States	2/13/2015
Jessica Horvat	Sheboygan	Wisconsin	53083	United States	2/13/2015
Jane Seipel	Sheboygan	Wisconsin	53081	United States	2/13/2015
Kassandra Scott	Sheboygan	Wisconsin	53083	United States	2/13/2015
Pete Eggebeen	Sheboygan	Wisconsin	53083	United States	2/13/2015
Lee Mauer	Kohler	Wisconsin	53044	United States	2/13/2015
Lorraine Greene	Sheboygan	Wisconsin	53083	United States	2/13/2015
Matt call	Sheboygan	Wisconsin	53081	United States	2/13/2015
Shelly Kammerzelt	Plymouth	Wisconsin	53073	United States	2/13/2015
Heather lukaszewski	Sheboygan	Wisconsin	53081	United States	2/13/2015
Sara Finley	Sheboygan	Wisconsin	53081	United States	2/13/2015
Debbie Schmidt	Sheboygan	Wisconsin	53083	United States	2/13/2015
Jennifer Velier	Sheboygan	Wisconsin	53081	United States	2/13/2015
Emily Wieberdink	Sheboygan	Wisconsin	53081	United States	2/13/2015
Brandon Tripp	Sheboygan	Wisconsin	53081	United States	2/13/2015
Carrie Morrow	Sheboygan	Wisconsin	53083	United States	2/13/2015
Nancy Moudry	Sheboygan	Wisconsin	53081	United States	2/13/2015
Stephen Straus	Sheboygan	Wisconsin	53081	United States	2/13/2015
Patrizia Laganowski	Sheboygan	Wisconsin	53083	United States	2/13/2015
Walter Fick	Sheboygan	Wisconsin	53081	United States	2/13/2015
Jonathan Bemis	Sheboygan	Wisconsin	53081	United States	2/13/2015
Amanda mendoza	Sheboygan	Wisconsin	53081	United States	2/13/2015
Ly thao	Sheboygan	Wisconsin	53081	United States	2/13/2015
Nicole Hand	Sheboygan	Wisconsin	53081	United States	2/13/2015
Carol Gahagan	Sheboygan	Wisconsin	53081	United States	2/14/2015
Caitlin Murphy	Waukesha	Wisconsin	53186	United States	2/14/2015
amy prom	Sheboygan	Wisconsin	53081	United States	2/14/2015
Melissa Borowicz	De Pere	Wisconsin	54115	United States	2/14/2015
Amberly theis	Sheboygan	Wisconsin	53081	United States	2/14/2015
Lindel Lambrecht 2244 North Kay D	Sheboygan	Wisconsin	53083	United States	2/14/2015
Vanessa Schultz	Sheboygan	Wisconsin	53083	United States	2/14/2015
Nicole Busch	Marshall	Wisconsin	53559	United States	2/14/2015
Edward Brey	Sheboygan Falls	Wisconsin	53085	United States	2/14/2015
Dawn Rosenthal	Sheboygan	Wisconsin	53083	United States	2/14/2015
stacy raatz	Sheboygan	Wisconsin	53081	United States	2/14/2015
Anna Strean	sheboygan	Wisconsin	53081	United States	2/14/2015
Kelton Fick	Sheboygan	Wisconsin	53081	United States	2/14/2015
Andrea Rincon de Frias	Sheboygan	Wisconsin	53081	United States	2/14/2015
christine sonnemann-gordon	Sheboygan	Wisconsin	53083	United States	2/14/2015
Holly Stipe	Sheboygan	Wisconsin	53081	United States	2/14/2015
Erin Lindow	Sheboygan	Wisconsin	53081	United States	2/14/2015
RICK GREENE	Sheboygan	Wisconsin	53083	United States	2/14/2015
Katie Walcott	Joint Base Andrew:	Maryland	20762	United States	2/14/2015
Alyssa Hogan	Sheboygan	Wisconsin	53081	United States	2/14/2015

Change.org

Save the Field of Dreams Online Petition 2015

Say No to the City of Sheboygan rezoning the Field of Dreams

Keri Smith	Sheboygan	Wisconsin	53081	United States	2/14/2015
Kelly Waier	Sheboygan	Wisconsin	53081	United States	2/14/2015
Heidi Mabie	Plymouth	Wisconsin	53073	United States	2/14/2015
Jack Schaap	Sheboygan	Wisconsin	53083	United States	2/14/2015
Fritzy Brady	Manitowoc	Wisconsin	54220	United States	2/14/2015
Ethan laganowski	Manitowoc	Wisconsin	54220	United States	2/14/2015
Elijah laganowski	Sheboygan	Wisconsin	53083	United States	2/14/2015
Bay wimmer	Sheboygan	Wisconsin	53081	United States	2/14/2015
Favre wimmer	Sheboygan	Wisconsin	53081	United States	2/14/2015
WendY radtke	Sheboygan	Wisconsin	53081	United States	2/14/2015
Ashlea grunewald	Vernon	New York	13476	United States	2/14/2015
Jorgia Sotelo	Vista	California	92083	United States	2/14/2015
Judy Mueller	Sheboygan	Wisconsin	53083	United States	2/14/2015
Maggie Bowers	Sheboygan	Wisconsin	53081	United States	2/14/2015
Molly Murnane	Appleton	Wisconsin	54915	United States	2/14/2015
Melanie Marquardt	Sheboygan	Wisconsin	53083	United States	2/14/2015
Brenda Rahe	Sheboygan	Wisconsin	53081	United States	2/14/2015
Marci post	Sheboygan	Wisconsin	53083	United States	2/14/2015
Susie senkbeil	Sheboygan	Wisconsin	53081	United States	2/14/2015
Cera Bates	Sheboygan	Wisconsin	53081	United States	2/14/2015
Miranda laganowski	Sheboygan	Wisconsin	53083	United States	2/14/2015
Kristine M Lamb	Sheboygan	Wisconsin	53083	United States	2/14/2015
Nena Bemis	Nineveh	Indiana	46164	United States	2/14/2015
Tamara Gruenke	Sheboygan	Wisconsin	53081	United States	2/14/2015
Lia Grunewald	Vernon	New York	13476	United States	2/14/2015
Leanna Basch	Sheboygan	Wisconsin	53083	United States	2/14/2015
Heather Hughes	Sheboygan	Wisconsin	53081	United States	2/14/2015
Kristin Ramey	Sheboygan	Wisconsin	53081	United States	2/14/2015
Concerned Citizen	New City	New York	10956-24	United States	2/14/2015
amie chronis	Sheboygan	Wisconsin	53081	United States	2/14/2015
Nancy Herber Van De Kreeke	Sheboygan	Wisconsin	53083	United States	2/14/2015
Eric Jorsch	Cleveland	Wisconsin	53015	United States	2/14/2015
Sean Fawcett	Sheboygan	Wisconsin	53083	United States	2/14/2015
Ruth Grosshuesch	Sheboygan	Wisconsin	53081	United States	2/14/2015
Mary Jo Ott	Sheboygan	Wisconsin	53081	United States	2/14/2015
Helen Stanskas	Sheboygan	Wisconsin	53083	United States	2/14/2015
Larson Diane	Sheboygan	Wisconsin	53081	United States	2/14/2015
Bonnie Hrgon	Sheboygan	Wisconsin	53083	United States	2/15/2015
shellie gilmore	Sheboygan	Wisconsin	53081	United States	2/15/2015
Jacob jarosinsk	Sheboygan	Wisconsin	53082	United States	2/15/2015
Craig Morrow	Two Rivers	Wisconsin	54241	United States	2/15/2015
Joe Hullin	Sheboygan	Wisconsin	53081	United States	2/15/2015
Matthew Thill	Sheboygan	Wisconsin	53083	United States	2/15/2015
BRIAN TRIPHAN	Waldo	Wisconsin	53093	United States	2/15/2015
Nicholas Cook	Sheboygan	Wisconsin	53083	United States	2/15/2015
Gina Jetzer	Sheboygan	Wisconsin	53083	United States	2/15/2015
Felicia Herman	Sheboygan	Wisconsin	53083	United States	2/15/2015
Nicole Bennett	Sheboygan	Wisconsin	53081	United States	2/15/2015

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Tom Diener	Sheboygan	Wisconsin	53083	United States	2/15/2015
Sheena Pattison	Sheboygan	Wisconsin	53081	United States	2/15/2015
kayla gabrielse	Sheboygan	Wisconsin	53081	United States	2/15/2015
Kayla Keppler	Sheboygan	Wisconsin	53083	United States	2/15/2015
Ruth Scharenbroch	Sheboygan	Wisconsin	53083	United States	2/15/2015
Stephanie Hawkins	DeForest	Wisconsin	53532	United States	2/15/2015
Melinda Heraty	Sheboygan	Wisconsin	53083	United States	2/15/2015
Tara Omalley	Montezuma	Indiana	47862	United States	2/15/2015
Matt Bremser	Sheboygan	Wisconsin	53081	United States	2/15/2015
Ted Bingham	Sheboygan	Wisconsin	53081	United States	2/15/2015
Margaret Stanskas	Sheboygan	Wisconsin	53083	United States	2/15/2015
Kathleen Mullane	La Vergne	Tennessee	37086	United States	2/15/2015
Jackilyn Wolford	Lena	Wisconsin	54139	United States	2/15/2015
Steffensmeier Janet	Sheboygan	Wisconsin	53083	United States	2/15/2015
sarah goltry	Racine	Wisconsin	53403	United States	2/15/2015
Shawn Theis	Sheboygan	Wisconsin	53081	United States	2/16/2015
mamie behrens	Sheboygan	Wisconsin	53081	United States	2/16/2015
Sarah LeMahieu	Sheboygan	Wisconsin	53083	United States	2/16/2015
Bridget Stith	Janesville	Wisconsin	53546	United States	2/16/2015
Robert Taubenheim	Sheboygan	Wisconsin	53081	United States	2/16/2015
Samantha Lima	Forreston	Illinois	61030	United States	2/16/2015
Kyle Blindauer	Sheboygan	Wisconsin	53083	United States	2/16/2015
Trisha McDermott	Sheboygan	Wisconsin	53083	United States	2/16/2015
larry hendrikse	Sheboygan	Wisconsin	53081	United States	2/16/2015
Peggy ruehr	Sheboygan	Wisconsin	53083	United States	2/16/2015
Dao Vang	Sheboygan	Wisconsin	53081	United States	2/16/2015
Ger Vang	Sheboygan	Wisconsin	53081	United States	2/16/2015
Nicole Dahmer	Sheboygan	Wisconsin	53083	United States	2/16/2015
Chase Dahmer	Sheboygan	Wisconsin	53083	United States	2/16/2015
David Lemahieu	Sheboygan	Wisconsin	53083	United States	2/16/2015
Annie Lee	Baraboo	Wisconsin	53913	United States	2/16/2015
Raina Trevino	Sheboygan	Wisconsin	53081	United States	2/16/2015
Jennifer Butler	Sheboygan	Wisconsin	53083	United States	2/16/2015
Kate Reiner	Sheboygan	Wisconsin	53083	United States	2/16/2015
Laurie Gliem	Sheboygan	Wisconsin	53083	United States	2/16/2015
Brittany Green	Sheboygan	Wisconsin	53081	United States	2/16/2015
Nicholas nelson	Sheboygan	Wisconsin	53081	United States	2/16/2015
Barbara Sindelar	Sheboygan	Wisconsin	53083	United States	2/16/2015
Joan Colson	Toronto		M8X 2C6	Canada	2/16/2015
Nancy Iler	Toronto		M8Y 2G4	Canada	2/16/2015
Patrick Froh	Sheboygan	Wisconsin	53081	United States	2/16/2015
Elly Brisbois	Toronto		M6N 4X6	Canada	2/16/2015
Jeffrey Schwartz	Sheboygan	Wisconsin	53081	United States	2/16/2015
Janet Mihm	sheboygan	Wisconsin	53083	United States	2/16/2015
Ryanne Froh	Sheboygan	Wisconsin	53083	United States	2/16/2015
Mary Jo Bolf	Kiel	Wisconsin	53042	United States	2/16/2015
Trisha Straus	Fortville	Indiana	46040	United States	2/16/2015
Anne Straus	Sheboygan	Wisconsin	53083	United States	2/16/2015

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James Mlsna	Sheboygan Falls	Wisconsin	53085	United States	2/16/2015
Mary Ann Nero	Wautoma	Wisconsin	54982	United States	2/16/2015
Nona Macdonald	Toronto		M6P4J4	Canada	2/16/2015
Jenna Van Der Sande	Sheboygan	Wisconsin	53083	United States	2/16/2015
Anderson Kathy	Sheboygan	Wisconsin	53083	United States	2/16/2015
Deb Florian	Sheboygan	Wisconsin	53081	United States	2/16/2015
Jennifer madson	Sheboygan	Wisconsin	53083	United States	2/16/2015
Keith Anderson	Sheboygan	Wisconsin	53081	United States	2/16/2015
Stephanie deLeon	Milwaukee	Wisconsin	53217	United States	2/16/2015
Cheryl Schallock Lundblad	Sheboygan	Wisconsin	53083	United States	2/16/2015
Rochelle Drews	Sheboygan	Wisconsin	53081	United States	2/17/2015
Kathie Hilgenberg	Sheboygan	Wisconsin	53083	United States	2/17/2015
David Zehms	Christchurch			New Zealand	2/17/2015
Cathy Tipple	Sheboygan	Wisconsin	53081	United States	2/17/2015
Robert Straus	Sheboygan	Wisconsin	53081	United States	2/17/2015
Debra Meise	Sheboygan	Wisconsin	53083	United States	2/17/2015
Tracy Allee	Sheboygan	Wisconsin	53083	United States	2/17/2015
Crystal Schmitz	Sheboygan	Wisconsin	53083	United States	2/17/2015
Vicki Olund	Mosinee	Wisconsin	54455	United States	2/17/2015
Mary Matzdorf	Sheboygan	Wisconsin	53081	United States	2/17/2015
Karen Ries	Green Bay	Wisconsin	54313	United States	2/17/2015
Connie Froh	Sheboygan	Wisconsin	53081	United States	2/17/2015
Jennifer Schneider	Sheboygan	Wisconsin	53081	United States	2/17/2015
Kim Giles	Oshkosh	Wisconsin	54901	United States	2/17/2015
sean straus	Fortville	Indiana	46040	United States	2/17/2015
Maureen Stoelb	Sheboygan	Wisconsin	53081	United States	2/17/2015
Cindy Hed	Sheboygan Falls	Wisconsin	53085	United States	2/17/2015
Campbell Campbell	Oostburg	Wisconsin	53070	United States	2/17/2015
Lisa Skrube	Sheboygan	Wisconsin	53081	United States	2/17/2015
Sue Lower	Sheboygan	Wisconsin	53083	United States	2/17/2015
Tracy Taylor	Fond du Lac	Wisconsin	54937	United States	2/17/2015
Bruce Rudie	Sheboygan	Wisconsin	53083	United States	2/17/2015
Barbara Progar	Sheboygan	Wisconsin	53083	United States	2/17/2015
Daniel Hennell	Sheboygan	Wisconsin	53081	United States	2/17/2015
AMY NETZER	Sheboygan	Wisconsin	53081	United States	2/17/2015
John Cawthorne	Toronto		M9a1v3	Canada	2/17/2015
Josh altmann	Sheboygan	Wisconsin	53081	United States	2/17/2015
Mary Lou Haen	Sheboygan	Wisconsin	53083	United States	2/17/2015
Steven Lamb	Sheboygan	Wisconsin	53083	United States	2/17/2015
Tim Haggerty	San Jose	California	95123	United States	2/17/2015
Lee Lovas	East Troy	Wisconsin	53120	United States	2/17/2015
Kristy Wooten	Newton	North Carolina	28658	United States	2/17/2015
deborah tucker	Canton	Michigan	48187	United States	2/17/2015
Eleanor Snyder	Salmon	Idaho	83467	United States	2/17/2015
Jay Leach	New Milford	Connecticut	6755	United States	2/17/2015
Bernie Tillett	Parma	Ohio	44129	United States	2/17/2015
Erik Husoe	San Juan Capistran	California	92675-48	United States	2/17/2015
Cynthia Zuranich	alameda	California	94501	United States	2/17/2015

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Sarah Dyson	Waco	Texas	76706	United States	2/17/2015
Jennifer Crum	La Mesa	California	91942	United States	2/17/2015
Maria Cervoni	Mineola	New York	11501	United States	2/17/2015
Gunsel Faraguna	Brooklyn	New York	11230	United States	2/17/2015
Jacqueline Tulli	Colorado Springs	Colorado	80910	United States	2/17/2015
greg lewis	omaha	Nebraska	68102	United States	2/17/2015
John Cipora	Palmer	Massachusetts	1069	United States	2/17/2015
northa collier	duluth	Georgia	30096	United States	2/17/2015
Susie Cook	Canton	Ohio	44709	United States	2/17/2015
Melvin Bautista	Phoenix	Arizona	85044	United States	2/17/2015
Ryan Simmons	Arlington	Virginia	22204	United States	2/17/2015
Cody Lewandowski	Oregon	Wisconsin	53575	United States	2/17/2015
LindaSue Hope	Reno NV	Alabama	89509	United States	2/17/2015
John Viacrucis	Moorhead	Minnesota	56560	United States	2/17/2015
Caroline Binder	McConnellsburg	Pennsylvania	17233	United States	2/17/2015
Sue Posey	Sheboygan	Wisconsin	53083	United States	2/17/2015
Pat Feest	Sheboygan	Wisconsin	53081	United States	2/17/2015
kelly lamb	Sheboygan	Wisconsin	53083	United States	2/17/2015
Tyler Henderson	Eau Claire	Wisconsin	54703	United States	2/17/2015
Nicole Green	Milwaukee	Wisconsin	53211	United States	2/17/2015
Ann Green	Milwaukee	Wisconsin	53211	United States	2/17/2015
Erica Straus	Sheboygan	Wisconsin	53081	United States	2/17/2015
Cindy Kuehn	Sheboygan	Wisconsin	53081	United States	2/17/2015
Ian Marquardt	Sheboygan	Wisconsin	53083	United States	2/17/2015
Julie Burhop	Sheboygan	Wisconsin	53081	United States	2/17/2015
Chris Bersch	Sheboygan	Wisconsin	53081	United States	2/17/2015
Elizabeth Klub	Sheboygan	Wisconsin	53081	United States	2/17/2015
Lucas Henderson	Sheboygan	Wisconsin	53083	United States	2/17/2015
Angela Kloiber	Richmond Hill	Georgia	31324	United States	2/17/2015
Allyson Krom	Sheboygan	Wisconsin	53083	United States	2/17/2015
deborah mcdonald	Toronto		m9a 5h1	Canada	2/17/2015
Heidi Honeck	Milwaukee	Wisconsin	53221	United States	2/17/2015
Amy Morrelle	Sheboygan	Wisconsin	53083	United States	2/17/2015
Carlie Kotyza-Witthuhn	Eden Prairie	Minnesota	55347	United States	2/17/2015
Kaye Daane	Sheboygan Falls	Wisconsin	53085	United States	2/18/2015
nate schanno	Sheboygan	Wisconsin	53083	United States	2/18/2015
Mark Tuttle	DuPont	Washington	98327	United States	2/18/2015
Amanda Markelz	Sheboygan	Wisconsin	53083	United States	2/18/2015
Scott Tipple	Sheboygan	Wisconsin	53083	United States	2/18/2015
Terri Hackbarth	Sheboygan	Wisconsin	53083	United States	2/18/2015
Lisa Wagner	Sheboygan Falls	Wisconsin	53085	United States	2/18/2015
Mike Daane	Sheboygan Falls	Wisconsin	53085	United States	2/18/2015
Kimberly Merrill	Sheboygan	Wisconsin	53083	United States	2/18/2015
Kasey Wiegand	Sheboygan	Wisconsin	53081	United States	2/18/2015
Kathy Hocevar	Sheboygan Falls	Wisconsin	53085	United States	2/18/2015
Carol Gould	Sheboygan	Wisconsin	53081	United States	2/18/2015
Stephen Scharrer	Sheboygan	Wisconsin	53083	United States	2/18/2015
Lisa Stelter	Sheboygan	Wisconsin	53081	United States	2/18/2015

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Daniel Lamb	Sheboygan	Wisconsin	53083	United States	2/18/2015
Kris Esch	Sheboygan	Wisconsin	53083	United States	2/18/2015
Judy Adomavich	Sheboygan	Wisconsin	53081	United States	2/18/2015
Angela Wolfgram	Sheboygan	Wisconsin	53081	United States	2/18/2015
Laura TeWinkle	Sheboygan	Wisconsin	53083	United States	2/18/2015
Nancy Nonnweiler	Sheboygan	Wisconsin	53081	United States	2/18/2015
Marjorie Stonehouse	Sheboygan	Wisconsin	53081	United States	2/18/2015
Tisha Schmidt	Sheboygan	Wisconsin	53081	United States	2/19/2015
Jacob Frericks	Sheboygan	Wisconsin	53081	United States	2/19/2015
Tammy Strebe	Sheboygan	Wisconsin	53083	United States	2/19/2015
Trish Siebert	Sheboygan	Wisconsin	53083	United States	2/19/2015
Laura Quasius	Sheboygan	Wisconsin	53083	United States	2/19/2015
David Turk	Glenbeulah	Wisconsin	53023	United States	2/19/2015
Kim Wagner	Sheboygan	Wisconsin	53083	United States	2/19/2015
jeanne reinert	Sheboygan	Wisconsin	53081	United States	2/19/2015
Rebecca miller	Sheboygan	Wisconsin	53081	United States	2/19/2015
dee hunt	Sheboygan	Wisconsin	53081	United States	2/19/2015
Scott Reinert	Sheboygna	Wisconsin	53081	United States	2/19/2015
Tamara Ernster	Sheboygan	Wisconsin	53081	United States	2/19/2015
Heidi Fredrichsen	Sheboygan	Wisconsin	53081	United States	2/19/2015
mel nick	plymouth	Wisconsin	53073	United States	2/19/2015
Kathy Aschenbach	Sheboygan	Wisconsin	53083	United States	2/19/2015
Jodie Zajkowski	Sheboygan	Wisconsin	53083	United States	2/19/2015
Laura Champeau	Sheboygan	Wisconsin	53081	United States	2/19/2015
Joyce Cook	Mosinee	Wisconsin	54455	United States	2/19/2015
Brenda Zastrow	Sheboygan	Wisconsin	53083	United States	2/19/2015
Jason schoen	Sheboygan	Wisconsin	53081	United States	2/19/2015
lisa jacobson	Sheboygan	Wisconsin	53081	United States	2/19/2015
Brenda Wright	La Vergne	Tennessee	37086	United States	2/19/2015
Kathleen Loewen	Sheboygan	Wisconsin	53081	United States	2/19/2015
Gregory Whelton	Sheboygan	Wisconsin	53083	United States	2/19/2015
Brian Gensch	Sheboygan	Wisconsin	53081	United States	2/19/2015
Fern Meyer	Sheboygan	Wisconsin	53081	United States	2/19/2015
Susan Warner	Sheboygan	Wisconsin	53081	United States	2/19/2015
Tammy Rabe	Sheboygan	Wisconsin	53081	United States	2/19/2015
DONALD HELD	West Bend	Wisconsin	53090	United States	2/19/2015
Maryann Linger	Sheboygan	Wisconsin	53081	United States	2/19/2015
lora martin	strafford	Missouri	65757	United States	2/19/2015
Kyle Kozak	Great Neck	New York	11024	United States	2/19/2015
Nick Tullberg	Sheboygan	Wisconsin	53081	United States	2/19/2015
Mike Jarvey Jr	Sheboygan	Wisconsin	53083	United States	2/19/2015
Kathryn Wilcken	Sheboygan	Wisconsin	53081	United States	2/19/2015
LeeAnn Reinfeldt	Sarasota	Florida	34240	United States	2/19/2015
Darlene Leonhard	Sheboygan	Wisconsin	53081	United States	2/19/2015
Charlene Hinze	Sheboygan	Wisconsin	53081	United States	2/19/2015
kathy burss	Sheboygan	Wisconsin	53081	United States	2/19/2015
Dave daehn	Sheboygan	Wisconsin	53081	United States	2/19/2015
Donald Sofia	Sheboygan	Wisconsin	53083	United States	2/19/2015

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Ron Rabe	Sheboygan	Wisconsin	53081	United States	2/19/2015
Steve Reinfeldt	Sarasota	Florida	34240	United States	2/19/2015
Debora Nash	Sheboygan Falls	Wisconsin	53085	United States	2/19/2015
Abby Yinko	Sheboygan	Wisconsin	53083	United States	2/19/2015
Cathy Vandoske	Sheboygan	Wisconsin	53081	United States	2/19/2015
Gina Steinhardt	Sheboygan	Wisconsin	53081	United States	2/19/2015
LouAnn Wilsing	Sheboygan	Wisconsin	53083	United States	2/19/2015
Scott Schmitz	Sheboygan	Wisconsin	53081	United States	2/19/2015
don haas	Sheboygan	Wisconsin	53081	United States	2/19/2015
victoria l. russell	Sheboygan	Wisconsin	53083	United States	2/19/2015
Barb Gorman	Sheboygan	Wisconsin	53083	United States	2/19/2015
Faith Benson	Kansas City	Missouri	64106	United States	2/19/2015
Kathleen McGinley	Sheboygan	Wisconsin	53083	United States	2/20/2015
Maureen Marquardt	Dolton	Illinois	60419	United States	2/20/2015
Mary Ellen Klosterman	Green Bay	Wisconsin	54313	United States	2/20/2015
Bonnie ulrich	Milwaukee	Wisconsin	53211	United States	2/20/2015
John Schmitz	Sheboygan	Wisconsin	53081	United States	2/20/2015
Gary Maertz	Sheboygan	Wisconsin	53083	United States	2/20/2015
Karen Ott	Sheboygan	Wisconsin	53081	United States	2/20/2015
Art Larson	Sheboygan	Wisconsin	53083	United States	2/20/2015
Vicki (Mlsna) Macklin	Effingham	Illinois	62401	United States	2/20/2015
Jodi Ottensmann	Sheboygan	Wisconsin	53081	United States	2/20/2015
Christine Rolkosky	Sheboygan	Wisconsin	53081	United States	2/20/2015
bao yang	Sheboygan	Wisconsin	53081	United States	2/20/2015
Martha Steffen	Sheboygan	Wisconsin	53081	United States	2/20/2015
Tyler Atkinson	Sheboygan	Wisconsin	53081	United States	2/20/2015
Eric Schmidt	Sheboygan	Wisconsin	53081	United States	2/20/2015
Amber Chvarak	Sheboygan	Wisconsin	53083	United States	2/20/2015
Chris Chvarak	Sheboygan	Wisconsin	53083	United States	2/20/2015
Ronnie Faucher	Sheboygan	Wisconsin	53083	United States	2/20/2015
jeff oelhafen	Sheboygan	Wisconsin	53081	United States	2/21/2015
Ruth Lallemont	Sheboygan	Wisconsin	53081-56	United States	2/21/2015
Mendy lee	Plover	Wisconsin	54467	United States	2/21/2015
Valerie Heck	Sheboygan	Wisconsin	53081	United States	2/21/2015
Sharlena Klug	Plymouth	Wisconsin	53073	United States	2/21/2015
Lue xiong	Sheboygan	Wisconsin	53081	United States	2/21/2015
Christine Smith	Sheboygan	Wisconsin	53081	United States	2/21/2015
Nicole Hamilton	Sheboygan	Wisconsin	53081	United States	2/21/2015
allen peterson	sheboygan		53081	United States M	2/21/2015
Jennifer Lee	Sheboygan	Wisconsin	53083	United States	2/21/2015
Rose hamilton	Dubuque	Iowa	52001	United States	2/21/2015
matt benson	Sheboygan	Wisconsin	53081	United States	2/21/2015
ka Xiong	Stevens Point	Wisconsin	54481	United States	2/21/2015
Patricia Eggebeen	Sheboygan	Wisconsin	53081	United States	2/21/2015
Carrie Huerta	Sheboygan Falls	Wisconsin	53085	United States	2/21/2015
Katelyn Lallemont	Cascade	Wisconsin	53011	United States	2/21/2015
Denise Herm	Sheboygan Falls	Wisconsin	53085	United States	2/21/2015
Laurie Kelling	Sheboygan	Wisconsin	53081	United States	2/22/2015

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Scott Gliem	Sheboygan	Wisconsin	53083	United States	2/22/2015
GARY MIHM	Sheboygan	Wisconsin	53081	United States	2/22/2015
Linda Binkowsky	Sheboygan Falls	Wisconsin	53085	United States	2/22/2015
Stuart Schmidt	Sheboygan	Wisconsin	53081	United States	2/22/2015
Katherine Baker	Sheboygan	Wisconsin	53081	United States	2/23/2015
Patricia SOULE	Plymouth	Wisconsin	53073	United States	2/23/2015
Tyler Parra	Sheboygan	Wisconsin	53081	United States	2/23/2015
Elizabeth A. Stauber	Sheboygan	Wisconsin	53081	United States	2/24/2015
Jory Van Pietersom	Sheboygan	Wisconsin	53083	United States	2/25/2015
Danielle Smith	Sheboygan	Wisconsin	53083	United States	2/25/2015
Stephen Gilbert	Sheboygan	Wisconsin	53081	United States	2/26/2015
York York	Sheboygan	Wisconsin	53081	United States	2/26/2015
Denise Kelly	Sheboygan	Wisconsin	53083	United States	2/27/2015
Stephanie Berenz	Sheboygan	Wisconsin	53083	United States	2/27/2015
Judith Berenz	Sheboygan	Wisconsin	53083	United States	2/27/2015
Robert Kuehlmann	Sheboygan	Wisconsin	53081	United States	2/27/2015
Kyme Rathke	Sheboygan	Wisconsin	53081	United States	3/1/2015
Josephine Muhic-Pellettier	Toronto		M9A 2L5	Canada	3/5/2015
Pang Hang	Menomonie	Wisconsin	54751	United States	3/9/2015
Pahoua yang	Sheboygan	Wisconsin	53083	United States	3/10/2015
Ondrej Lipensky	Prague			Czech Republic	3/13/2015
jason vincetti	madison	Wisconsin	53704	United States	3/13/2015
Alisia Jones	Sheboygan	Wisconsin	53081	United States	3/14/2015
Kenneth Eberhardt	Sheboygan	Wisconsin	53081	United States	3/15/2015
Pam Adema	Sheboygan	Wisconsin	53081	United States	3/16/2015
kelly lukich	Sheboygan	Wisconsin	53083	United States	3/17/2015
Kim Littlefield	New York	New York	10011	United States	3/17/2015
Tyler Parra	Sheboygan	Wisconsin	53081	United States	3/18/2015
Melissa Parra	Sheboygan	Wisconsin	53081	United States	3/19/2015
Cora Bollwahn	Sheboygan	Wisconsin	53081	United States	3/19/2015
Jason Finck	Sheboygan	Wisconsin	53081	United States	3/19/2015
Jacqueline Ashburn	Sheboygan	Wisconsin	53081	United States	3/19/2015
Janet Sampson	Sheboygan	Wisconsin	53081	United States	3/19/2015
stacy meyer	Sheboygan	Wisconsin	53083	United States	3/20/2015
Sue Combs	Sheboygan	Wisconsin	53081	United States	3/20/2015
Sarah Laetsch	Sheboygan	Wisconsin	53081	United States	3/20/2015
Kelly stauber	Sheboygan	Wisconsin	53083	United States	3/20/2015
Becky Kuszynski	Sheboygan	Wisconsin	53083	United States	3/20/2015
Krista Jones	Tucson	Arizona	85708	United States	3/20/2015
Lindsay Bieck	Mableton	Georgia	30126	United States	3/21/2015
Jennifer Wilson	Green Valley	Arizona	85614	United States	3/21/2015
Natasha pankratz	Sheboygan	Wisconsin	53081	United States	3/21/2015
Aldrico Terosa	Pompton Lakes	New Jersey	7442	United States	3/21/2015
Brujo De la Mancha	Philadelphia	Pennsylvania	19143	United States	3/21/2015
Tanika Fears	Saint Paul	Minnesota	55130	United States	3/21/2015
Amy Luedke	Sheboygan	Wisconsin	53083	United States	3/21/2015
Barb Pankratz	Sheboygan	Wisconsin	53081	United States	3/21/2015
Shawn pankratz	Valders	Wisconsin	54245	United States	3/22/2015

Change.org

Save the Field of Dreams Online Petition 2015

Say No to the City of Sheboygan rezoning the Field of Dreams

David Blanchard	Los Angeles	California	91367	United States	3/22/2015
Laura Behfens	Sheboygan	Wisconsin	53083	United States	3/22/2015
Renee' Butzen	Sheboygan	Wisconsin	53081	United States	3/26/2015
Sharon Tyszka	Sheboygan	Wisconsin	53081	United States	3/27/2015
Tosha Barr	Sheboygan	Wisconsin	53083	United States	3/28/2015
Greg Hinze	Cleveland	Wisconsin	53015	United States	3/28/2015
Christin Koenig	Sheboygan	Wisconsin	53081	United States	3/28/2015
Traci Maertz	Sheboygan	Wisconsin	53081	United States	3/29/2015
Jennifer Avina	Sheboygan	Wisconsin	53081	United States	3/30/2015
Amanda Frasch	Sheboygan	Wisconsin	53083	United States	3/31/2015

Petition to Stop the Sale/Destruction of the Field of Dreams

We, the undersigned, want the Field of Dreams in its current North-side location to remain a green space. We ask that the sale of the Field of Dreams to the Aurora Corporation be denied. We do not see any benefit in having two medical facilities one block apart from each other. We believe that the Field of Dreams is already an asset to our community and supports outdoor physical recreation and health in Sheboygan County. Once a green space is paved over and taken away from our children, it is gone forever.

Printed Name	Signature	Address, City, State	Date	Over 18 ?
Walt Bielski	W. T Bielski	3519 Saeman Apt. 2	2-28-15	YES
Connie Pavey	C. Pavey	3519 Saeman Apt 3	2-28-15	YES
Sparky Zempel	Sheila Zempel	3519 Saeman Apt. 4	3-1-15	yes
Seth Rusch	Seth Rusch	3519 Saeman Ave. Apt. 8	3-1-15	YES
[redacted] Amanda	Amanda Meumeyer	3519 Saeman Avenue #6	3-1-15	Yes
Jacob Meumeyer	[illegible]	3519 Saeman Ave. #6	3-1-15	Yes
Mike Methfessel	Mike Methfessel	3519 Saeman ave #5	3-1-15	yes
Barbara Methfessel	Barbara Methfessel	3519 Saeman Ave. Apt 5	3-1-15	yes
BRIGITTE + Richard	Brigitte + Richard Ware	Ware	3/1/15	yes
Richard WARE	Richard J Ware	3519 SAEMANN AVE	3-2-15	YES
Jon Bemis	Jon Y. Bemis	3612 Saemann Ave	3/1/15	YES
Dana Bemis	Dana E Bemis	3612 Saemann Ave	3/1/15	YES
Suzanne Buchanan	[illegible]	1615 N 34th St.	3/1/15	YES

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Person circulating this petition: Debbie Desmarais Address: 1704 N. 35th St. City: Sheboygan Zip Code: 53081

Printed Name	Signature	Address, City, State	Date	Over 18 ?

City

P E T I T I O N

DO NO TAKE AWAY OUR FIELD OF DREAMS

Please Sign Up Now and Join Us.

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Aurora Health Care officials have held private meetings with school and city officials to negotiate the sale of our Field of Dreams to build a $86.7 million dollar medical outpatient center. We support Aurora's effort to build the facility, but oppose the permanent destruction of our Field of Dreams to build the facility.

We don't have many green spaces in the City of Sheboygan. Once a green space is destroyed, we will never get it back and all of us suffer the loss. We also support the building of another Field of Dreams on the south side of Sheboygan. With proper planning, open communication, and substantial citizen involvement, we can have both and still help Aurora build their medical outpatient center at a different location that serves their needs and the needs of the citizens and children of our school district.

Please help us stop the destruction of our Field of Dreams. We need the support of the entire community. Thank you.

Print Name	Signature	Address	City	Date
1. Dennis Steffensmeier	Dennis F. Steffensmeier	3314 Geele Ave	Sheb	2-19-2015
2. Stacy Schreurs	Stacy Schreurs	130 Crestwood Dr.	Sheboygan Falls	2-19-15
3. Paul Augustine	PAC	932 Oakland Ave	Sheboygan 53081	2/19/15
4. Charles Schmidt	Charles Schmidt	W 3271 City Rd M	Oostburg WI 53070	2-24-15
5. James Gilliam	James Gilliam	2520 South 17th Street	Sheboygan WI 53081	3-2-15
6. Tim Tierison	Tim Tierison	720 Summit Street	plymouth	3-2-15
7. Don Nyhof	Don Nyhof	554 Indiana Ave	Oostburg	3-2-15
8. DAN BRUESEWITZ	Dan Bruesewitz	N7733 HWY DL	SHEB	3-2-15
9. Don Pfeifer	Don Pfeifer	W6112 Ct rd M	Elkart Lake	3-12-15
10.				

City

PETITION

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Print Name	Signature	Address	City	Date
1. Dennis Pfeifer	Dennis M Pfeifer	N8671 Ridge Creek Ct	EL	3-13-15
2. Josh Salm	Josh Salm	3427 Lakeshore Road	Sheboygan	3-13-15
3. PETER SAEMANN	Peter Saemann	N9668 DAIRYMANS DR	ELKHART LAKE	3/13/15
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City

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Print Name	Signature	Address	City	Date
1. Steve Specht		W199d Cty Rd J	Sheboygan	2-21-15
2. DAVE SCHULTZ		2335 N26 St	Sheb	2-21-15
3. Liz Schroeder	L.J. Schroeder	2715 S 12th St	Sheb	2-21-15
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Print Name	Signature	Address	City	Date
1. Mike Steffensmeier	Mike	5234 Hidden Creek Dr	Sheboygan	2-20-15
2. Kari Steffensmeier	Kari Steffensmeier	5234 Hidden Creek Dr	Sheboygan	2-20-15
3. Josh Joyce		1519 Carmen Ave	Sheboygan	2-20-15
4. Julie Nyquist		3005 Rolling Meadows	Sheb	53083 2-20-15
5. Willie Regola	Willie Regola	3212 Saemann ave	Sheb	53081 2-20-15
6. Kelly McCullough	Kelly McCullough	129 Park Ave.	Sheboygan	2-20-15
7. Jane Marchiando	Jane Marchiando	3409 N. 48th place	Sheboygan	2/21/2015
8. Chris Marchiando	Chris Marchiando	3409 N 48th pl.	Sheboygan	2/21/2015
9. SUE LEIBHAM	Sue Leibham	3625 Kennedy Cir.	Sheboygan	2/21/2015
10. Megal Specht	Megal Specht	W1992 CtyRdJ	Sheboygan	2/21/15

PETITION

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Aurora Health Care officials have held private meetings with school and city officials to negotiate the sale of our Field of Dreams to build a $80.7 million dollar medical outpatient center. We support Aurora's effort to build the facility, but oppose the permanent destruction of our Field of Dreams to build the facility.

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Print Name	Signature	Address	City	Date
1. Mark Herman	Mark Herman	1441 Parkview Terr	She	3-14-15
2. SCOTT LIEWANDOSKE	Scott Lewandoske	2201 ERIE AVE.	SHEBOYGAN	3-14-15
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Jovanni Jaime 2308 N. 35th St 53083 3/3/15

5 of 5

P E T I T I O N

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Aurora Health Care officials have held private meetings with school and city officials to negotiate the sale of our Field of Dreams to build an $80+ million dollar medical outpatient center. We support Aurora's effort to build the facility, but oppose the permanent destruction of our Field of Dreams to build the facility.

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Print Name	Signature	Address	City	Date
1. Stacy Wetzel	Stacy Wetzel	1613 S. 26th St	Sheboygan	3-12-15
2. Cheri Rankin	Cheri Rankin	N6275 Woodland Meadows Dr.	Sheboygan	3-17-15
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Person circulating petition: Name Susan Sundquist Address 2338 W. Shelly Ct. Sheboygan, WI

City

P E T I T I O N

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	Print Name	Signature	Address	City	Date
1.	Janet Stoffhenmeier	Janet Stoffhenmeier	3314 Geele	Sheboygan	2-19-15
2.	Bob Castellan	Bob Castellan	1544 N 24TH	SHEBOYGAN	2/19/15
3.	Kathy Castellan	Kathy Castellan	1544 N. 24	Sheboygan	2-19-15
4.	[illegible]	[illegible]	916 HURON AVE	SHEB.	2-19-15
5.	Daryl Maas	Daryl Maas	3308 Geele Ave.	Sheb.	2/22/15
6.	RENEE GROSS	Renee Gross	6931 SUNSET RD	KOHLER	2-24-15
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P E T I T I O N

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Person circulating petition: Name Janet Steffensmeier Address 3314 Geele Ave

City Sheboygan Zip Code 53083

Page 6 of 6

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. BRIAN Fischer	BRIAN FISCHER	929 N. 8th St apt	Sheb.	APT #7
2. Jim St Pean	Jim St Pean	929 N 8th St.	She	APT # 4
3. JOSE VELASQUEZ	Jose Velasquez	929 N 8TH	APT # 9	SHEB
4. Beatriz Guillen	Beatriz Guillen	4122 Oakdale Ct	Fl02 Sheboygan.	WI 3.30.15
5. Dario Pacheco	Dario Pacheco	4122 Oakdale Ct	#Fl02 Sheboygan	WI 53081 3.30.15
6. VALARIE VANSICKLE	Valarie VanSickle	2316 N. 3rd St	Sheboygan	53083
7. JASON C. MUELLER	C. Mueller	705 BROADWAY AVE,	SHEBOYGAN,	WI. 53081
8. Asencion Sanchez B.		526. N. 14. TH. ST		
9. Juan Jose Morida	Juan Jose Morida	804- 516 TH ST		
10. Gregory Williams	Gregory Williams	929 N. 8th St.	Apt.	#1
Angela Schillingowski	Angela Schillingowski			

Person circulating petition: Name Judith Mack Address 2410 N. 34th St. Sheboygan 53083

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. DON OSBORNE	Don Osborne		Sheboygan	Mar 30, 2015
2. Willa Leannah Gilly		5537 Lonesome Pine Rd.	Sheboygan WI	
3. Stephani Aldag			Sheboygan 3/30/15	Mar. 30 2015
4. Kayla Truman	Kayla Truman	412 Church St	Kohler	3-30-15
5. John Ebert		929 N. 8th St	Sheboygan WI	3-30-15
6. Taylor Zanella		2339 Skyline Dr	Sheboygan	3-30
7.		1783 Maple Tree Rd	Howard Wisc WI	3/30/15
8. SOMER FLAIG		1910 N 12 St.	Sheboygan, WI	53081 3/30/15
9. Alyssa Myers	Alyssa K	3912 motel road		53081 Sheboygan WI
10. Rose Hauch	~~Rose A. Hauch~~	2116 A. N. 7th St.		

Person circulating petition: Name Judith Mack Address 2410 N. 34th St. Sheboygan 53083 Sheb. WI 53081

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. MANUEL PACOMPIA	Manuel Pacompia	929 N 8TH ST	SHEBOYGAN	03-22-15
2. Juniper Alby-Wayh	Juniper AllyWayh	1427 N 4th ST	SHEBOYGAN	03-27-15
3. Jeremiah Arain	Jer Dr.	929 N 8th	Sheboygan	3-27-15
4. Trista April Nagaitis		1624 5th 9th Street	Sheboygan	3-27-15
5. Tomm Selak (TOM M. SELAK)		2322 N. 27TH ST.	SHEB.	3/27/15
6. ROBERT BALLSCHMIDER	Robert Ballschmider	409 GREELEY,	SHEBOYGAN	3/27/15
7. ARDITH NACK	Ardith Nack	2410 N. 34th St.	Sheboygan	3/28/15
8. Dennis Nack	Dennis Nack	2410 N. 34th St.	Sheboygan	3-28-15
9. Mara Nack		1024 Broadway Ave,	Sheboygan WI	3-30-15
10. Krystal Rockenbaugh	Krystal Rockenbaugh	929 N. 8th St Apt 3	Sheboygan WI	3-30-15

Person circulating petition: Name Ardith Nack Address 2410 N. 34th Street

City Sheboygan Zip Code WI. 53081

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Print Name	Signature	Address	City	Date
1. Tammi Hemenway	Tammi Hemenway	2420 Main Ave.	Sheb WI	2/14/15
2. Jacqueline A Bechard	Jacqueline A Bechard	2001 N 24th St	Sheboygan, WI 53081	2/14/15
3. Kathy Scott	Kathy Scott	4131 N 47 Pl	Sheboygan, WI 53083	2/15/15
4. Scott Albrecht		N955 Hawe Rd.	Oostburg WI 53070	2/5/15
5. Margaret Albrecht	Margaret Albrecht	N955 Hawe Rd.	Oostburg, WI 53070	2-15-15
6. Kristine Radue	Kristine Radue	W5910 Sartori Ln.	Plymouth, WI 53073	2/15/15
7. Kim Post	Kim Post	530 Audubon Rd	Kohler, WI 53044	2/15
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Person circulating petition: Name Renee Rusch Address: 2301 N34th St.

City Sheboygan Zip code 53083

City

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	Print Name	Signature	Address	City	Date
1.	NANCY OGDEN	N Ogden	3209 N Apache	Sheboygan	2/15/15
2.	Jason Bellman			Sheboygan	2/15/15
3.	Jaime Hayman	Jaime Hayman		Sheboygan	2/15/15
4.	Jill Peters	Jill Peters	2803 N Apache Rd	Sheb	2/15/15
5.	Deryl Oschenbach		2809 N. Apache	Sheb	2-15-15
6.	Nathan Sumbera		2831 N. Apache Rd.	She	2-15-15
7.	Paul Dewane		2839 N Apache Rd.	Sheb.	
8.	Nancy Spinomich		2844 N Apache Rd		
9.			2564		
10.	Peter Lyst		2730 N 31st	Sheboygan	2-15-15

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. [illegible]	[illegible]	2718 N31st Pl	Sheboygan	2/15
2. Amy Kirchenwitz	Amy Kirchenwitz	1122 N. 28th St	Sheboygan	2/22/15
3. Pat Rusch	[illegible]	2301 N 34th St	Sheboygan	2-24-15
4. Renee Rusch	Renee Rusch	2301 N34th St.	Sheboygan	2-24-15
5. [illegible]	Nicholas Cook	2301 N 34th St.	Sheboygan	2-27-15
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Person circulating petition: Name: Renee Rusch Address: 2301 N34th St.

City: Sheboygan zip code: 53083

Petition to Stop the Rezoning/Destruction of the Field of Dreams

We, the undersigned, concerned citizens, want the Field of Dreams to remain a recreational green space in its current North-side location. We ask that the rezoning of the Field of Dreams from Suburban Residential-5 (Passive Outdoor Public Recreation) to Suburban Office or to any zoning other than park or residential, be denied.

Printed Name	Signature	Address, City, State	Date	Owner ?
Shirley Wyatt	Shirley Wyatt	1320 Center Ave Sheboygan WI	3-24-15	NO
Kathy Wyatt	Kathy Wyatt	1320 Center Ave, Sheboygan, WI	3-24-15	NO
Robert Lyons	Robert Lyons	2216 N 29th St. SHEBOYGAN, WI	3-24-15	YES
Julie Schroeder	Julie Schroeder	1818 N 1st St, Sheboygan, WI	3/24/15	yes
Carlotta Sykes	Carlotta Sykes	2442 North 27th St Sheboygan WI	3/24/15	YES
MARY BETH MARTIN	Mary Beth Martin	2309 N. 23rd st Sheboygan, WI	3/24/15	YES
Leanna Mittelstaedt	Leanna Mittelstaedt	2728 N. 26th st. Sheboygan, WI	03-24-15	yes
Paul Ulatowski	Paul Ulatowski	2110. N. 36th St Sheboygan, WI	3-24-15	YES
Lora Blunk-Wagner	Lora Blunk-Wagner	515 N 10th St Sheboygan, WI 53083	3-24-15	NO
Rick Greene	R Greene	2308 N. 35 ST Sheboygan WI 53083	3-24-15	Yes
Michelle Gonzalez	Michelle Gonzalez	1914 N 24th St, Sheboygan, WI 53081	3/24/15	yes
Mike Gonzalez Sr	Michael Gonzalez Sr	" " " " "	"	yes
CATE Wood	Cate Wood	304 Vollrath Blvd 53081	3-24-15	yes
CEIL DEPRET	Ceil F. DePret	916 HURON Rd #213 53081	3-24-15	No
Diane L. Hermann-Kuether	Diane L. Hermann-Kuether	2709 S. 11th Place, Sheboygan, WI 53081	3-24-15	Yes
POPOVICH, SARAH		2216 N. 26th St. Sheboygan WI 53083	3-24-15	YES
Kenneth Eberhardt	Ken Eb	1240 Plath Ct. Sheboygan, Wi 53081	3-24-15	NO

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Person circulating this petition: Renee Rusch Address: 2301 N 34th St. City: Shub. Zip Code: 53083

Printed Name	Signature	Address, City, State	Date	Owner ?
Lisa Vlhos		1825 Barrett St. Sheboygan	3.24.15	
JON DOLSON		409 NEW YORK AVE. SHEB.	3/24/15	

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	Print Name	Signature	Address	City	Date
1.	Jason Sheedlo		3509 Gregory Dr.	Sheboygan	2-14-15
2.	JASON TRAAS	Jason Traas	1222 N. 29th St	Sheboygan	2-14-15
3.	Paul Olson	Paul Olson	3937 N. 28th St	Sheboygan	02/14/15
4.	Tom Benedman		2807 Saemann Ave	Sheboygan	2/14/15
5.	Malcom Binkley	MB	1733 North 21st	Milwaukee	WI 2/14
6.	Lexy Piskule	Alexa Piskule	10613 Rushmore Ln.	Huntley	IL 2/14/15
7.	Sam Clark	Sam Clark	407 Grant Ave	Sheboygan,	WI 2/14/15
8.	Tim Kong	Tim	3517 Hitchcliff Circle	Sheboygan	WI 53083
9.	Karen Salm	Karen Salm	920 E Wash	Cleveland,	WI 02/12/15 2/14/15
10.					

CITY

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Print Name	Signature	Address	City	Date
1. Melody Wiest	Melody Wiest	62 Ashland Ave	Sheboygan	2-13-15
2. Tracy Schmid	Tracy Schmid	[illegible] Howards Grove		2-13-15
3. Lisa McLaughlin	Lisa McLaughlin	[illegible]		2-13-15
4. Bruce Fraser	Bruce Fraser	Sheboygan		2-13-15
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Print Name	Signature	Address	City	Date
1. Roxie Schwochert	Roxie Schwochert	2119 N 11th St	Sheboygan	2/13/15
2. Kendra Thein	Kendra Thein	1309 N 17th St	Sheboygan	2/13/15
3. Maggie Padilla	Maggie Padilla	2018 N 27th Street	Sheboygan	2/13/15
4. ~~Sarah Robb~~	~~Sarah Robb~~	1211 S 22nd St	Sheboygan WI	2/13/15
5. Stephanie albright	Stephanie Albright	4303 Ohio	Sheboygan WI	2/13/15
6. Tasha Benzschawel	Tasha Benzschawel	2505 Elm Ave	Sheb WI	2/13/15
7. Mari Sheedlo	Mari Sheedlo	3509 Gregory Dr	Sheboygan	
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	Print Name	Signature	Address	City	Date
1.	Jeff Bubb		2601 Main Ave.	Sheb	2/13/15
2.	Paul Bowers		4225 Superior Ave	Sheb.	2-13-15
3.	Lori Thenen	Lori Thenen	N6153 Woodland Meadows	Sheboygan	2/13/15
4	Chuck Hvenink		319 Vollrath Blvd.	Sheb.	2/13/15
5.	Todd Maley		495 Ruggles St		2-13-15
6.	Seth Mckenzie		2522 Geele Ave		2-13-15
7.	Paul Hansburg		4818 S. 15th Street		2-13-15
8.	Aubry Burhop	Aubry Burhop	2017 Saemann Ave	Sheb.	2/13/15
9.	Andy Graff		2742D S. Savannah Cir		2/13/15
10.	Andy Lippmann		2211 W Willow Creek Ln	Sheb	2/13/15

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Print Name	Signature	Address	City	Date
1. Jessica Kerber	Jessica Kerber	4914 S. 13th St.	Sheboygan	2/13/15
2. Joshua Brown	Joshua Brown	4417 Primrose Ct #110	Sheboygan	2/13/15
3. Emily VanOss	Emily VanOss	W7884 CTY RDE	Elkhart Lake	2/13/15
4. Ali Washatko	Ali Washatko	700 Dartmouth Dr	Sheboygan Falls	2/13/15
5. Sarah Spaulding	Sarah Spaulding	1111 Lincoln Ave	Sheboygan	2/13/15
6. Hannah Worster	Hannah Worster	1426 N 14th St.	Sheboygan	2/13/15
7. Jenna Teal	Jenna Teal	1607 Elm Ave	Sheboygan	2/13/15
8. Monique Pearson	Monique Pearson	123 Red tail Dr.	Sheboygan Falls	2/13/15
9. Nikki Sacher	Nikki Sacher		Plymouth	2/13/15
10. Tiana Ruffalo	Tiana Ruffalo		Sheboygan, WI	2/13/15

CITY

Person circulating petition: Name Mari Sheedle Address 3509 Gregory Dr.
City Sheboygan Zip Code 53083

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	Print Name	Signature	Address	City	Date
1.	MICHELE STEINPREIS	Michele Steinpreis	2317 N. 35th ST	SHEBOYGAN	
2.	KURT STEINPREIS	Kurt Steinpreis	2317 N. 35th ST	SHEBOYGAN	
3.	Jeff Pukrelic		3303 N 35th St		
4.	Robert Bastasic		2345 N 35th St	Sheboygan	
5.	Mary Bastasic		2345 N 35 St	Sheboygan	
6.	Kelly Harms		2405 N 36th St	Sheboygan	
7.	MICHAEL HARMS	Michael Harms	2405 N. 36TH ST.	SHEBOYGAN	2/15/15
8.	Michael Clark		2417 N 36th St	Sheboygan	
9.	Sarah Thibodeau		2505 N. 36th St	Sheboygan	
10.	BONNIE BENISCHEWEL		2506 N. 36th St	Sheboygan	2-15-15

Person circulating petition: Name Olivia Kaczanowski

Address 2225 N 35th St City Sheboygan Zip Code

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Print Name	Signature	Address	City	Date
1. JEROME BENZSCHAWEL		2506 N 36th St	Sheboygan	2-15-15
2. Carol Shaffer		2424 N. 36 St.	Sheboygan	2-15-15
3. Ana Koberson		2418 N 36th St	Sheboygan	2-15-2015
4. BARBARA BRINKMAN		2334 N. 36th	Sheboygan	2-15-15
5. Nicholas Raquet		2316 N 36th St	Sheboygan	2/15/15
6. Rebekah Raquet		2316 N 36th St.	Sheboygan	2/15/15
7. Mark Beasley		2310 N 36th St.	Sheboygan	2/15/15
8. Richard Baarendse		2310 N 36th St	Sheboygan	2/15/15
9. Colin Flynn		2231 N 36th St	Sheboygan	2/15/15
10. Kelli Flynn		2231 N 36th St	Sheboygan	2/15/15

Person circulating petition: Name PATRICIA Raquet

Address 2228 N 35th City Sheboygan Zip Code 53083

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	Print Name	Signature	Address	City	Date
1.	Bev Karshner	Bev Karshner	2226 N 36th St	Sheboygan,	2-15-15
2.	GEORGE KARSHNER	George Karshner	2226 N 36 ST.	SHEBOYGAN	2-15-15
3.	Virginia Weber	Virginia Weber	2216 N 36th St	Sheb	2-15-15
4.	John Hsu		1934 N 1st St	Sheb	2-15-15
5.	Jim Henry		2220 N. 36TH St	SHEB	2-15-15
6.	Nathan Krumke		2224 N 36th	Sheboygan WI	2.15.15
7.					
8.	Jami Kapral	Jami Kapral	2227 N 36th St	Sheboygan	2-15-15
9.	Tim Prahl		2203 N. 36th	Sheboygan	2/15/15
10.	ALLEN HILPERTSHAUSER		2311 N 36TH ST	SHEBOYGAN	2/15/15

Person circulating petition: Name Celia Hilpertshauser

Address 2225 N 35th St City Sheboygan Zip Code 53083

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	Print Name	Signature	Address	City	Date
1.	DEBRA KREIF	Debra Kreif	2325 N. 36TH ST	SHEBOYGAN	2-15-15
2.	Courtney Kartes	Courtney Kartes	2108 N. 19th St.	Sheboygan	
3.	Samantha Rick	Samantha Rick	244 Center Ave	sheb WI	
4.	Timothy Field	Timothy Field	12?205. Cleveland Rd.	Cleveland, WI	2/17/15
5.					
6.					
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9.					
10.					

Person circulating petition: Name Patricia Jaworski

Address 2225 N 35th St City Sheboygan Zip Code 53083

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Print Name	Signature	Address	City	Date
1. Sarah J Meyer	Sarah J Meyer	95A Evergreen Dr	Plymouth	2/16/15
2. Matt Brickner		531 Carlisle Ln	Howards Grove	2-17-15
3. Mike Handrikse	Mike Handrikse	3865 S. 10th St.	Sheboygan Wi.	2-17-15
4. Scott Williams	Scott Williams	4635 Ridgeview Ave.	Sheb. WI.	2/17/15
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Print Name	Signature	Address	City	Date
1. Ashlieh Grosshuesch		3028 S. 10th St	Sheboygan	2-14-15
2. Jessica Grosshuesch		3028 S 10th St	Sheboygan	2-14-15
3. Mark Grosshuesch		1628 N. 36	Sheb.	2-16-15
4. Mike Holtz		2204 W. Koning Dr.	Sheb.	2-16-15
5. Shawn Clark		1707 Carmen Ave	Sheb	2-16-15
6. Connie Clark	Connie Clark	1707 Carmen	Sheb	2-16-15
7. Mike Landgraf	Mike Landgraf	1925 Custer Av	Sheb.	2-16-15
8. BRETT DELONG	Brett DeLong	2220 SAEMANN RD.	Sheb	2-16-15
9. David Meulbroek		4028 N. 50TH St.	Sheboygan	2-16-15
10. Chris Meyer		954 Evergreen Dr.	Plymouth, WI	2-16-15

Council

P E T I T I O N

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	Print Name	Signature	Address	City	Date
1.	CARISSA OTT	Carissa Ott	2309 N. 34th	Sheb	2/15/15
2.	Amanda Hansen	Amanda Hansen	416 Van Buren Rd	Howards Grove	2/15/15
3.	Josh Hansen	[illegible]	416 Van Buren Rd	Howards Grove	2-15-15
4.	[illegible] Damovich	[illegible]	627 Huron Ave. Sheb.		2-15-15
5.	Scott Versey	[illegible]	119 Lincoln Ave		2/15/15
6.	Laura Virgin	Laura Virgin	1211 Georgia Ave		5-15-15
7.	Daniel Carmean		123 Lincoln Ave Sheb.		5-15-15
8.	Diana Versey		119 Lincoln Ave	Sheb	2/15/15
9.	Rebecca Versey	[illegible]	119 Lincoln ave	Sheb	2/15/15
10.	Elizabeth A. OTT	Elizabeth A. Ott	4113 W College Ave.	Milwaukee	2/16/15

Person circulating petition: Name CARISSA OTT Address 2309 N. 34th

City Sheboygan Zip Code 53083

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
Lou Ann Wagner	Lou Ann Wagner	2218 N. 34th St. Sheboygan	2/22/15	yes
Richard Wagner	R Wagner	" " "	2/22/15	yes

P E T I T I O N

DO NO TAKE AWAY OUR FIELD OF DREAMS

Please Sign Up Now and Join Us.

The Sheboygan Area School Board will vote to sell our Field of Dreams located on Saemann and Taylor Drive to Aurora Health Care on Thursday, February 19, 2015.

Aurora Health Care officials have held private meetings with school and city officials to negotiate the sale of our Field of Dreams to build a $86.7 million dollar medical outpatient center. We support Aurora's effort to build the facility, but oppose the permanent destruction of our Field of Dreams to build the facility.

We don't have many green spaces in the City of Sheboygan. Once a green space is destroyed, we will never get it back and all of us suffer the loss. We also support the building of another Field of Dreams on the south side of Sheboygan. With proper planning, open communication, and substantial citizen involvement, we can have both and still help Aurora build their medical outpatient center at a different location that serves their needs and the needs of the citizens and children of our school district.

Please help us stop the destruction of our Field of Dreams. We need the support of the entire community. Thank you.

	Print Name	Signature	Address	City	Date
1.	Kenneth Manson	Kenneth Manson	8115-43rd Ave	Kenosha	2/16/15
2.	Scott Creighton	Scott Creighton	325 Wilson Ave	Waukesha	2/16/2015
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Person circulating petition: Name Patricia A Kazanowski

Address 2225 N 35th ST City Sheboygan Zip Code 53083

P E T I T I O N

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Print Name	Signature	Address	City	Date
1.				
2.				
3.				
4.				
5.				
6.				
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8.				
9.				
10.				

Person circulating petition: Name_____

Address_____ City_____ Zip Code_____

Page ____of _____

P E T I T I O N

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	Print Name	Signature	Address	City	Date
1.	YANGIE VOLLRATH		2311 N 35th St	SHEBOYGAN	2-15-15
2.	Lynn Luebke		2305 N 35th St.	Sheb.	2-15-15
3.	MIKE STOLZMANN		2301 N. 35th		2-15-15
4.	Marilyn Flood		2226 N. 35th Street		2-15-15
5.	TIMOTHY LAPEAN		2224 N 35TH ST.		2-15-15
6.	Nicci Ingalls		2232 N 35th ST	SHEB	2-15-15
7.	Andrea Hamilton		Hamilton 2235 N. 35th St		2-16-15
8.	Jeffery Cummings		2235 N 35th St.		
9.	David Ingalls		2235 N. 35th St		
10.					

Person Circulating Petition: Patricia A Jagodzinski

Address: 2225 N 35th St City: Sheboygan Zip Code: 53083

For 5 of 6

~~SASD~~ City

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. Lucy	Klatzker	1703 29th.	Sheb.	2-21-15
2. Joseph	Ross	1429 A N. 3rd	Sheb	2-21-15
3. Wendy Hoffmann	Wendy Hoffmann	812 State St 2W	MTWC	02.21.15
4. Cheryl Ellerman	Cheryl Ellerman	910E Cedar Ave.	MTWC.	02-21-15
5. Becky Howard	Becky Howard	925 S. 39th. St.	MTWC.	02-21-15
6. Victoria Meyer	Victoria Meyer	3107 N. 26 St.	Sheb.	2/2/15
7. Jacqueline A. Seubert	Jacqueline A. Seubert	1720 Norma Ct	Sheb Wis. 53081	2/22/15
8. Miranda Schultz	Miranda Schultz	925 Bell Ave	Sheboygan	2/22/15
9. NATHAN Schultz		925 Bell Ave	Sheboygan	2-22-15
10. Randy Meyer	Randall H. Meyer	3107 N. 26th St	Sheboygan	

Person circulating petition: Name Victoria Meyer Address 3107 N. 26 St
City Sheboygan Zip Code 53083

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Person circulating this petition: Debbie Desmoulin Address: 1704 ~~Sheboyg~~ N. 35th St. Sheboygan City: _____ Zip Code: 53081

Printed Name	Signature	Address, City, State	Date	Over 18 ?
Christian Ayerman		2525 N. 9th Street Sheb. WI	2.21.15	ye
[illegible]	Norman Minser	1901 Mapledale Court	2.21.15	Yes
Marilyn Ebbers	Marilyn Ebbers	3215C West Meadows Ct Sheb	2.21.15	yes
Gerhard Ebbers	Gerhard Ebbers	1909 Maple dale Ct Sheb WI	2/21.15	yes
Helen Larson	Helen Larson	4272 Glenwood Court	2-21-15	yes
Sue Falck	Sue Falck	4224 Glenwood Sheboygan WI	2/21/5	yes
Ed Falck	Edward Falck	4224 Glenwood Sheboygan, WI	2/21/15	yes
Adele Stillwell	Adele Stillwell	4227 " " "	2/21/15	yes
Barbara Strawn	Barbara Strawn	2203 N 6th St Sheboygan WI	2/21/15	Yes
Tyner Strawn	Tyner Strawn	2203 N 6th St Sheboygan WI	2/21/15	yes
Jarrett Strawn	[illegible]	2203 N. 6th St.	02.21.2015	Yes
Janet E. Lamphear	Janet E. Lamphear	4222 Kirkwood Ct	2-21-15	yes
Sally Becker	Linda Becker	4224 Kirkwood Ct Sheb.	2-21-15	Yes
Joan Winston	Joan Winston	4227 Kirkwood Ct Sheb	2-21-15	YES
Russ Winston	Russ Winston	4227 Kirkwood Ct. "	"	"
Robert Hamel	Robert Hamel	4225 Kirkwood Ct.	2-21-15	yes
Gene Eckardt	Gene Eckardt	4291 Kirkwood Ct Sheb.	2-21-15	yes

5.

2319

Petition to Stop the Sale/Destruction of the Field of Dreams

5.

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
Cecilia Weis	Cecilia Weis	1716 N. 35th St - Sheboygan, WI 53081	2/17/15	Yes
Angelika Henke	A. Hk	W1775 Riverwoods Ct " 53083	"	"
John Marksman	John Marksman	2209 N. 38 St. Sheb.	2-17-15.	Yes
Kim Marksman	Kimberly Marksman	2209 N. 38th St. Sheb. WI 53083	2-1715	Yes
Karl Schwanke	Karl A. Schwanke	2219 N 38th St Sheb WI 53083	2-17-15	Yes
Cathy Shaw	Cathy Shaw	23191 N. 38th St Sheb. WI 53083	2-17-15	yes
Jay Dern	Jay C Dern	2319 N 39th ST Sheb WI 53083	2-17-15	yes
Kurt Teskey	Kurt Teskey	2210 N CORONA colorado springs CO	2-17-15	yes
Maria Mesalles		1000 S CREEKS CROSS RD, Kohler	2-18-15	Yes
Helen Kress	Helen Kress	4024 Mapledale Ave Sheb.	2-20-15	yes
Earl Kress	Earl Kress	4024 Mapledale Ave. Sheb	2-20-15	yes
Shirley Kaminsky	Shirley Kaminsky	1909 Havenwood Ct Sheb	2-20-15	yes
Edare Wam	Celine Wam	1910 Havenwood Ct Sheb	2-20-15	Yes
Thomas J Genske	THOMAS J GENSKE	1836 HAVENWOOD CT	2/20/15	YES
MARY J GENSKE	Mary J Genske	1836 HAVENWOOD CT	2/20/15	YES
Betty Lochin	Elizabeth Erickson	1901 Northwood Ct	2/20/15	YES
Ann Seid	Ann Seid	1904 Northwood Ct.	2/20/15	yes

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Person circulating this petition: Debbie Desmond Address: 1704 N. 35th St. City: Sheboygan Zip Code: 53081

Printed Name	Signature	Address, City, State	Date	Over 18 ?
Thomas Stoelb	Thos G. St	814 ~~Indian~~ Indian Mound Rd. Sheboygan, WI 53081	2/17/2015	Yes
Mary Jo Stoelb	MaryJo Stoelb	814 Indian Mound Rd Sheboygan WI 53081	2/17/2015	yes
~~[illegible]~~				
MARY FAYDASH	Mary Faydash	5631 Driftwood Ln Sheboygan WI 53081	2/17/15	Yes
Marsha Kerpe	[illegible]	5021 Evergreen Dr Sheb WI	2/17/15	Yes
Vytas Kerpe	[illegible]	" " " "	2 17 15	Absolutely
CLAUDIA J. BRICKS	Claudia J. Bricks	314 PIONEER RD. SHEBOYGAN, WI 53081	2-17-15	YES
Jayne Zabrowski	[illegible]	212 Whitetail Run Sheboygan WI 53081	2-17-15	Yes
John Ehrmann	[illegible]	231 Edgewater Rd. Sheb, WI 53081	2-17-15	Yes
Michelle Stauber Soltz	Michelle Stauber Soltz	1024 Main Ave, Sheb. 53083	2-20-15	yes
Corey Aydreasen	Corey Andreasen	313 Michigan Ave. Sheboygan, WI 53081	2/20-15	yes
Chad Stauber Soltz	C Stauber	1024 Main Ave Sheboygan WI 53083	2/20/15	yes
JANA KUPLIC	[illegible]	908 Union Ave, Sheboygan Wi, 53081	2/20/15	yes
BRADLEY KUPLIC	[illegible]	908 Union Ave., Sheboygan WI, 53081	2/20/15	yes
Tanya Pesnat	Tanya Pesnat	2503 N. 9th St. Sheboygan, WI 53083	2/20/15	yes
Tom Tumler	Tom Tumler	316 Beech Ct Plymouth, WI 53073	2/20/15	yes
Jodi Tumler	Jodi Tumler	316 Beech Ct. Plymouth, WI 53073	2/20/15	yes

4

4

15th & Columbus Animal Resource Center

Petition to Stop the Sale/Destruction of the Field of Dreams

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
Julie Nirt		328 Ontario Ave Sheboygan 53081	2/17/15	Yes
Brigitta Dillman		3122 N 6th St Sheboygan 53083	2/17/15	yes
Robin Richter		4225 S. 14th St., Sheboygan, WI 53081	2/17/15	yes
ANNE STRAUS		914 Z COURT SHEBOYGAN, WI 53083	2/17/15	yes
Carrie Barbeau		3646 N. 17th Sheboygan WI 53083	2/17/15	yes
Ronald Barbeau		3646 N-17 - Sheboygan WI 53083	2/17/15	yes
Richard Biemann		1717 N. 4th St Sheboygan WI 53081	2/17/15	yes
Jayne Baldwin		4701 Weeden Ct Sheboygan 53081	2/17/15	yes
TED THIEME		509 ONTARIO AVE SHEB, WI 53081	2/17/15	YES
Martha Lanning		3007 Greenview Dr Sheb. WI 53083	2/17/15	yes
Scott MATULA		1416 N 5th St Sheb WI 53081	2/17/15	YES
Cory Bauck		329 St Clair Ave 53081	2/17/15	yes
Francoise Liebzeit		123 Giddings Ave. N. Falls 53085	2/17/15	Yes
Yvonne Baumeister		722 Chicago St; Sheb. Falls, 53085	2/17/15	Yes
Willard A Jost		832 N. 6th St. Sheboygan 53081	2-17-15	Yes
LYNDA LAUN		916 HURON AVE #508 - Sheb. 53081	2-17-15	YES
Chris Briggs		870 Oak Ridge Dr Plymouth 53073	2-17-15	yes

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Person circulating petition: Debbie Desmoulin, 1704 N. 35th St Sheboygan 53083 P3

Printed Name	Signature	Address, City, State	Date	Over 18 ?
Ruth Mercier	Ruth Mercier	1916 N38 St Sheboygan WI	2/16/15	Y
megan Goetsch	megan goetsch	2210 N38th St sheboygan, WI	2/16/15	Y
Jamey Goetsch		2210 N38th St Sheboygan WI	2/16/15	Y
Stacey wheeler	Stacey wheeler	2226 N. 38th St sheboygan WI	2/16/15	Y
Bonnie Menne		2302 N 38 St Sheboygan W	2/16/15	Y
Barbara Felde	Barbara Felde	2402 N. 38th St. Sheboygan WI	2/16/15	X
David Felde	DAVID FELDE	2402 N 38TH ST SHEBOYGAN WI.	2/16/15	X
Cathy Jurk		2420 N 38th St Sheboygan WI	2/16/15	X
Will Penney		2420 N. 38th St Sheboygan WI	2-16-15	X
Natalie Vue	Natalie Vue	3805 Main Ave Sheboy WI	2/16/15	X
Mee Vang	Mee Vang	3805 Main Ave Sheboy WI	2/16/15	X
James Vue		3805 Main Ave Sheboy WI	2/16/15	X
Linda Bolgert	Linda Bolgert	2507 N 38 St Sheboygan WI	2/16/15	✓
Cindy Kunstman	Cindy Kunstman	2431 N. 38th Sheboygan	2/16/15	✓
Janet Gebhard	Janet Gebhard	2423 N. 38th Sheboygan	2/16/15	✓
Amy L. Rincon	Amy L. Rincon	2405 N. 38th St Sheb.	2-16-15	✓
Nicole Dahmer	Nicole Dahmer	2329 N 38 St Sheb.	2-16-15	✓

Petition to Stop the Sale/Destruction of the Field of Dreams

p.3

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
[illegible]	[illegible]	3[illegible] Sheboygan [illegible]	2/15/15	X
Kendall Peterson	Kendall Peterson	6172 CTY Rd MM Elkhart Lake	2/15/15	Y
Orville Hilbelink	Orville Hilbelink	2023 N 38TH ST sheboygan wi	2-15-15	yes
Mary Hilbelink	Mary Hilbelink	2023 N 38th St Sheboygan, WI.	2-15-15	yes
[illegible]	[illegible]	2025 N. 38 ST. [illegible]	2/15/15	yes
Carl R Bayens	CARL BAYENS	2103 N. 38TH ST Sheboygan	2-15-15	YES
Valerie Franzen	Valerie Franzen	84 Wisconsen st Sheboygan Falls WI	2-15-15	yes
Craig Huebschmann	[illegible]	84 Wisconsin St. Sheboygan Falls WI	2-15-15	YES
Marcia Tast	Marcia Tast	2115 N. 38th ST	2-15-15	yes
J. Andrew Pickett	[illegible]	2119 N 38th st sheboygan WI	2/15/15	Yes
Dawn Pickett	Dawn Pickett	2119 N. 38th St. Sheboygan WI 53081	2/15/15	yes
Luann Passow	Luann Passow	2116 N38TH Sheboygan	2/15/	yes
Judith Beckley	Judith Beckley	1930 N. 38th St, Sheboygan	2-15-15	yes
Kenneth Buckley	Kenneth Buckley	1930 N. 38th st Sheboygan	2/15/15	yes
Don Haas	DON HAAS	1910 N 38 Sheb WI	2-16-15	YES
TAMMY HAAS	Tammy Haas	1910 N 38th st Sheboygan WI	2-16-15	yes
Alex Kell	Alex Kell	1917 N38TH ST sheboygan WI	2-16-15	Yes

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
Cindy Pfeifer	Cindy Pfeifer	1722 N 36 Shb. WI	2-15-15	Yes
Ken Bohannon	K Bohannon	1721 N 36TH SHEBOYGAN,	2.15.15	Yes
Jana Thorson	Jana Thorson	1721 N. 36th St. Sheboygan, WI	2-15-15	Yes
Nancy Winter	Nancy Winter	1705 N 36th ST Sheboygan	2-15-15	yes
Larry Senkbeil	Larry Senkbeil	1623 N 36th St	2.15.15	yes
Sandra Senkbeil	Sandra Senkbeil	1623 N. 36th St	2-15-15	Yes
Loyola Heubner	Loyola Heubner	1618 N 36 th	2-15-15	yes
"	BRYCE HUEBNER	"	"	"
Chris Buchanan		1615 N. 36TH ST.	2-15-15	Yes
Ashley Feyen	Ashley Feyen	1605 N. 36th ST	2-15-15	yes
Joseph Madden	Joseph Madden	1541 N 36th ST Sheboygan	2-15-15	yes
Shannon Madden	Shannon Madden	1541 N. 36th St. Sheboygan	2/15/15	yes
Jan McAllister	Jan McAllister	1535 N 36th St. Sheboygan	2-15/15	yes
GRAHAM McALLISTER	GAM Allister	1535 N. 36th ST. Sheboygan.	2-15/15	Yes.
Tina Goodling	Tina Goodling	1550 N 35th St Sheboygan	2-15/15	yes

compiled by (2)

compiled by [illegible] (2.)

Petition to Stop the Sale/Destruction of the Field of Dreams

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
Amy Gruenke	Amy Gruenke	1624 N 34TH St	2-14-15	yes
Jason Gruenke	[illegible]	1624 N 34th St	2-14-15	yes
Monica Sterk	[illegible]	1630 N 34 St Sheb.	2-14-15	yes
GARY STERK	Gary Sterk	1630 N 34 St Sheb	2-14-15	YES
Fred Mayer	Fred J Mayer	1638 N. 34. St Sheb	2/14/15	Yes
ROXANNE MAYER	Roxanne Mayer	1638 N. 34TH ST SHEB	2/14/15	YES
THOMAS SMITH	[illegible]	1706 N. 34th ST, SHEB	2/14/15	yes
Susan Smith	Susan Smith	1706 N. 34th St. Sheb	2/14/15	yes
Roger Beaumont	Roger Beaumont	1718 N 34 Sheboygan	2-14-15	yes
JOSEPH MEYER	Joseph Meyer	3405 SAEMANN AVE SHEBOYGAN	2-14-15	yes
Jean Medinger	Jean Medinger	3405 Saemann Ave Sheboygan	2-14-15	yes
Jeff Cinealis	[illegible]	3413 Saemann Ave Sheboygan	2-14-15	YES
Alexis Cinealis	Alexis Cinealis	3413 Saemann Ave Sheboygan	2-14-15	yes
Molly Yang	[illegible]	3419 Saemann Ave Sheboygan	2-14-15	yes
Tou Xiong Lor	[illegible]	3419 Saemann Ave Sheboygan	2-14-15	yes
Greg Schuessler	Greg Schuessler	3603 Saemann Ave Sheboygan	2-15-15	yes
Sheryl Schuessler	Sheryl Schuessler	3603 Saemann Ave, Sheboygan	2-15-15	yes

Person circulating Petition: Debbie Desmoulin 1704 N. 35th St. Sheboygan 53081

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
Nick Bender		1536 N 35th St Apt B Sheboygan WI	2/14/15	Yes
Heath Besaw		1536 N. 35th St Apt. A, Sheboygan	2/14/15	Yes
James Rigwood		1517 N 35th St	2/14/15	Yes
Tanya Rigwood		1517 N 35th st, Sheboygan	2/14/15	yes
		1529 N 35th St Sheboygan	2/14/15	yaos
Kim Michaud		1529 N 35th st Sheboygan	2/14/15	yes
Melissa McGee		1535 N 35th St Sheboygan	2/14/15	Yes
PETER BAUER		1541 N 35th ST SHEBOYGAN	2/14/15	YES
Richard Biwan		3424 Sheridan Ave Sheboygan	2/14/15	Yes
Brenda Biwan		3424 Sheridan Ave Sheboygan	2/14/15	yes
Rosella Schuh		916B Mayflower Ave #4 Sheboygan	2.14.15	yes
Michael Schuh		916B Mayflower Ave #4 Sheboygan	2-14-15	yes
JOSEPH DREES		1609 N 35TH ST, Sheboygan	2-14-15	yes
GEMMA L. DREES		1609 N. 35 St. Sheboygan	2/14/15	yes
Matthew Xiong		1621 N. 35 ST Sheboygan	2/14/15	Yes
Eline Muhire		1627 N. 35th St. Sheboygan	2/14/15	yes
PIERRE MUHIRE		1627 N 35th St. Sheboygan	2-14-15	yes

compiled by

compiled by [illegible] (6.)

Petition to Stop the Sale/Destruction of the Field of Dreams

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Printed Name	Signature	Address, City, State	Date	Over 18 ?
JACK MEIER	Jack Meier	1636 N. 35TH STREET	2-14-15	Yes
VIRGINIA MOENNING	Virginia L Moenning	1710 N 35th Street	2/14/15	YES
FRED MOENNING	Fred Moenning	1710 N 35 STREET	2-14-15	YES
Debbie Desmoulin	Debbie Desmoulin	1704 N. 35th St. Sheboygan	2-14-15	Yes
Cynthia M. Fisher	Cynthia M. Fisher	1724 N. 35th Sheboygan	2-14-15	yes
Bruce W. Fisher	Bruce W Fisher	1724 N. 35TH SHEBOYGAN	2-14-15	YES
Kristine [illegible]	[illegible]	1719 N 35th [illegible]	2-14-15	YES
JAMES LACROIX	James LaCroix	1711 N 35	2/14/15	YES
Mildred LaCroix	Mildred LaCroix	1711 N 35 St. Sheboygan	2/14/15	yes
Judith Williams	Judith Williams	1705 N 35 St Sheboygan	2/14/15	YES
Bonnie Adamavich	Bonnie Adamavich	1703 N. 35th Sheboygan	2/14/15	yes
Sara Weber	Sara Weber	1624 N. 35th Sheboygan	2/14/15	yes
Suzanne Wendorf	Suzanne Wendorf	1606 N. 35th Sheboygan	2-14-15	yes
Keith Wendorf	Keith Wendorf	1606 N 35th Sheboygan	2-14-15	yes
Janelle Gooding	Janelle Gooding	1550 N. 35th st. Sheboy	2-14-15	yes
Ron Gooding	Ron Gooding	1550 N 35th ST Sheb	2-14-15	Yes
Cindy Owens	Cynthia Owens	1548 N 35 St	2-14-15	yes

Person circulating petition: Debbie Desmoulin 1704 N. 35th Sheboygan 53081

We, the undersigned, want the Field of Dreams in its current North-side location to remain a green space. We ask that the sale of the Field of Dreams to the Aurora Corporation be denied. We do not see any benefit in having two medical facilities one block apart from each other. We believe that the Field of Dreams is already an asset to our community and supports outdoor physical recreation and health in Sheboygan County. Once a green space is paved over and taken away from our children, it is gone forever.

Petition circulated by Alizee Desmoulin: alizee.desmoulins ADZ

Printed Name	Signature	Address, City, State	Date	Over 18 ?
NANCY LUCZAK	Nancy Luczak	3407 Main Ave, Sheb. WI 53083	2/20/15	Y
Pam Kelly	Pam Kelly	2514 N. 36th Place, Sheb.	2/20/15	Y
Scott Doro	Scott Doro	2433 N 36th PL sheb WI	2-20-15	yes
Sandra Doro	Sandra Doro	2433 N 36th Pl Sheb WI	2-20-15	yes
Beverly Hunkins	Beverly A. Hunkins	2513 N. 36th Pl. Sheboygan Wi	2-20-15	yes
CLARENCE HUNKINS	Clarence Hunkins	2513 N 36th PL sheb WI	2-20-15	YES
GENE REINEMANN	Gene Reinemann	2323 N 36 PL SHEB WI	2-20-15	YES
Judy Reinemann	Judy Reinemann	2323 N. 36 Pl Sheb, WI	2-20-15	Yes
Jerry Ourada	Jerry Ourada	2306 N. 36th Pl Sheb.	2-20-15	yes
James Moss	James Moss	2506 N 36th PL	2-20-15	Yes
PAUL FRIEDRICHS	Paul A Friedrichs	3909 Main Ave Sheb.	2-20-15	yes
Shirley Juhss	Shirley Juhss	3910 Main Ave	2-20-15	yes
Michael Juhss	Michael Juhss	3910 MAIN AVE	2-20-15	Yes
Matthew Truman		2334 N. 40th ST.	2-21-15	yes
JOE SOGAC		2315 N. 40th ST.	02-21-15	yes
		2307 N 40 st	2-21-15	yes
Sarah Halverson	Sarah Halverson	619 S. 26th St	2/21/15	yes

Petition Circulated by Alizee Desmoulin 1704 N. 35th St. Sheboygan 53081

Petition to Stop the Sale/Destruction of the Field of Dreams

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AD 2

Printed Name	Signature	Address, City, State	Date	Over 18 ?
FRANK SHIRCE'	Frank Shirce	2124 N 37 ST	2/17/16	✓
MATTHEW THILL	Matthew Thill	3705 GEELE AVE	2/17/15	✓
Charlotte Kuhn	Charlotte Kuhn	2228 N. 37th st	2/16/15	✓
CURT KOENIG	[illegible]	2223 N 37TH ST	2/16/15	✓
KAZIA KOENIG	[illegible]	2223 N 37TH ST	2/16/15	✓
Rose Folz	Rosie	2217 N. 37	2-16-15	✓
Alice Ward	Alice M Ward	2211 N 37th	2-16-15	✓
Jackie Scheldt	Jackie Scheldt	2209 N. 37th St.	2/16/15	✓
Destiny Rhode Destiny	Destiny Rhode	2209 N 37th St	2/16/15	✓
Vickie Sauve	Vickie Sauve	3616 Geele Ave.	2/16/15	✓
Catherine Mertz	Catherine Mertz	3603 Geele Ave Sheboygan	2-16-15	✓
Herb Tyler	Herb Tyler	3514 Geele Ave Sheb.	2/16/15	✓
Jane Tyler	Jane Tyler	3514 Geele Ave Sheboygan, WI	2-16-15	✓
Paul Winterhagen	Paul Winterhagen	2110 N. 36th Sheboygan	2-16-15	✓
Craig Yodel	Craig G. Yodel	3742 MAIN AVE SHEBOYGAN	2-20-15	✓
Charles Weiss	Charles Weiss	3614 Main Ave Sheboygan	2/20/15	✓
Missy Weiss	Missy Weiss	" "	2/20/15	✓

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compiled by A D L.

Printed Name	Signature	Address, City, State	Date	Over 18 ?
Kory	Kory T. Kuyn	1703 N. 40 St	2-14-15	YES
JEFFBRECTZMAN		1715 N 40th	2/14/15	YES
Athena Bostwick-Kuns		1721 N 40 St	2/14/15	yes
Kari LaPean	Kari LaPean	2224 N. 35th St	2/14/15	yes
MARIE KUZNAcic	Marie Kuznacic	1810 N. 40 St.	2-14-15	yes
Henry Cajetillo		1615 N 38th St	2-14-15	yes
Fill medina	Fill Medina	1615 N 38th St	2-14-15	yes
Samantha Bricks		1025 S 16th St Manitowoc	2/14/15	yes
Andrea Kaat	Andrea J Kaat	3728 Sheridan Ave.	2-14-15	yes
Gloria Baumann	Gloria Baumann	1716 N. 37th St	2-14-15	Yes
Dennis Baumann		1716 N. 37th St.	2.14.15	Yes
Jessica Adrian		3723 Saxman ave	2-14-15	yes
MACUENE GOLEMBESK	Mark Golembeski	3484 Superior Ave	8-15-15	YES
ADAM STREBE		1603 N. 37th St	2-15-15	YES
Andrea Meyer		1603 N. 37th St	2-15-15	Yes
Jim Fredricks		1609 N 37th St	2-15-15	yes
Lorraine Litz	Lorraine Litz	1629 N 27 "	2-15-15	yes
Edward Litz	EDWARD Litz	" "	"	yes

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compiled by A D 1.

Printed Name	Signature	Address, City, State	Date	Over 18 ?
Alizée Desmoulin	alizée desmoulin	1704 N. 35th Street Sheboygan WI	2-14-2015	YES
Andy Lorenz		1529 N 40th st Sheboygan WI	2-14-15	yes
Tammy Xiong		3554 Stillson Avenue Sheboygan WI	2-14-15	yes
Yangmee Lor		1709 N. 37th	2-15-15	yes
Mai Yia Lor		1709 N. 37 St.	2-15-15	yes
Chong V. Lor	Chong V. Lor	1709 N. 37 St	2-15-15	yes
Tyler Manthei	Tyler Manthei	1717 n 37th St	2-19-15	yes
Colleen Manthei	Colleen Manthei	1717 N. 37th St Sheboygan	2-15-15	yes
Steve Manthei	Steve Manthei	1717 N. 37th st Sheboygan	2-15-15	yes
ROBERT SPELLICH		2003 N. 40TH ST SHEBOYGAN WI	2-15-15	YES
Shirley J Spellich	Shirley J Spellich	2003 N 40 St Sheboygan WI	2-15-15	yes
Mary Janssen	Mary Janssen	2013 N. 40th Street Sheboygan, WI	2-15-15	yes
Dan GRAFF		2010 N40th ST SHEB WI	2-15-15	YES
Debbie Graff	Debbie Graff	2010 N. 40th Str Sheb, WI	2-15-15	yes
Fred Schneider	Fred Schneider	2019 N. 40th Sheboygan WI	2-15-15	yes
Eddie Starling		2113 N40th	2-15-14	yes
Jean Unke	Jean Unke	2325 N. 40th St Sheb. WI	2-15-14	yes

Person circulating Petition: Alizee Desmoulin 1704 N. 35th St. Sheboygan 53081

City

P E T I T I O N

DO NO TAKE AWAY OUR FIELD OF DREAMS

Please Sign Up Now and Join Us.

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	Print Name	Signature	Address	City	Date
1.	Christopher Sword	Christopher Sword	1218 Bluff Ave	Sheboygan, WI	2-16-15
2.	DANIEL VANSLUYS	Daniel VanSluys	4016 North 45th St	SHEBOYGAN	2-17-15
3.	Mike Kohlmann	Michael S Kohlmann	1302 N. 47th	Sheboygan	2-17-15
4.	ANDREW P ENGELMAN	Andrew Engelman	1720 BROADWAY AVE.	SHEBOYGAN	2-18-15
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Person circulating petition: Name Lance Hahn Address 2032 N. 34th St.
City Sheboygan Zip Code 53083

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City

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Print Name	Signature	Address	City	Date
1. Wally Kurstman	Wally Kurstman	3411 South 10th	Sheboygan WI	2/17/15
2. Jesse Roethel	Jesse Roethel	1740 A. S. 14th St.	Sheboygan	2-17-15
3. Adrian Hackl	Adrian Hackl	1508 S. 22nd Street	Sheboygan, WI 53081	2-17-15
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Person circulating petition: Name Lance Hahn Address 2232 N. 34th St.
City Sheboygan Zip Code 53083

City

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	Print Name	Signature	Address	City	Date
1.	Jason Dillemuth	Jason Dillemuth	P.O. Box 72	Cascade	2-16-15
2.	Nathan Hummrich	Nat Hummrich	2527 Elizabeth St.	Sheboygan	2/16
3.					
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Person circulating petition: Name Lance Hahn Address 2232 N. 34th St.
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City

PETITION

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	Print Name	Signature	Address	City	Date
1.	Melissa Hahn	Melissa Hahn	2233 N. 34th St.	Sheboygan	2-14-15
2.	Lance Hahn	Lana Hahn	2232 N. 34th St.	Sheboygan	2-14-15
3.	Milton Adams	Mitchell Adams	654 E. Rhine St.	Elkhart Lake	2-16-15
4.	Gary Stolper		1710 N. 21st ST	Sheboygan	2/16/15
5.	Jason Viljevac		1704 N. 10th st	Sheboygan	2/16/15
6.	Alfonso Beltran		3621 Sheridan Ave Apt. 612	Sheboygan	2/17/15
7.	Gabe Ledet		411 western Ave.	plymouth	2/16/15
8.	matt Lohman II		1413 Florida Ave	Sheb.	2/16/15
9.	Sally Olson	Sally Olson	2002 N 21st	Sheb.	2/16/15
10.	Ryan Dana		938 Fond Du Lac Ave	Sheb. Falls	2/16/15

Person circulating petition: Name Lance Hahn Address 8832 N 34th St
City Sheboygan Zip Code 53083

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City

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	Print Name	Signature	Address	City	Date
1.	Ryan Kraemer	Ryan A Kraemer	N9608 CTY Rd J	Elkhart Lake	2-16-15
2.	Ryan Boedecker	Ryan Boedecker	9182 Court	Sheboygan	2-16-15
3.	Griff Coey	Griff Coey	N3726 Meadow LN	Cascade	2-16-15.
4.	Coey Eickberg		W3233 CTH. RD. C	Sheboygan Falls	2-16-15
5.	Rick Bretl		1030A 4th St	Kiel	2/16/15
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Person circulating petition: Name Lance Hahn Address 2232 N. 34th St.
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Print Name	Signature	Address	City	Date
1. Nancy Anne Brown		334 Fond du Lac Ave	Sheb. Falls WI	2-16-15
2. Laura Kolka	Laura Kolka	2215 N. 30th St.	Sheb., WI	53083
3. Oriannah Paul		1624 Wilson Lime Rd	Oostburg, WI	53070 2-16-15
4. William Paul	William Paul	6725 Wilson Lime Rd	Oostburg	WI 53070 2-16-15
5. ROBERT J. GROTE	Robert J. Grote	1411 NO. 5TH ST	SHEBOYGAN, WI.	53081 2/21/15
6. Paul Gabrielse	2-21-15	2332 Carmen AVE		
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Lorraine J Giese 2308 N. 35th St., Sheboygan 2/21/15

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. Melissa Baumann MPBa		2430 W Mark Dr	Sheb	2-16-15
2. Jim Depies	Jim Depies	2444 West Mark Drive	Sheboygan	2-16-15
3. Noni Depies		2444 West Mark Drive	Sheboygan	2/16/15
4. Candy Post	Candy Post	2346 W Shelly Ct	Sheb	2/16/15
5. Jim Post	Jim Post	2346 W Shelly Ct	Sheb	2/16/15
6. Susan Sundquist	Susan Sundquist	2338 W Shelly		2/16/15
7. Kenny Sundquist	Kenny Sundquist	2338 W Shelly		2/16/15
8. Earl Lilyquist		2332 W Shelly Ct		2/16/15
9. Carol Lilyquist		2332 W. Shelly Ct.		2/16/15
10. Kathryn Jones		2418 West Mark Dr.		2/16/15

Person circulating petition: Name Debra Schmidt Address 2421 W Mark Dr
City Sheboygan Zip Code 53085

City

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Print Name	Signature	Address	City	Date
1. TED METZNER	Ted Metzner	2238 No KAY DR	SHEBOYGAN WI	2/14/2015
2. BARBARA METZNER	Barbara Metzner	2238 No Kay Dr.	Sheboygan	2-14-15
3. Randy Johnson	Darla	2234 N. Kay Dr.	Sheboygan	2-14-15
4. Diane Metzner	Diane Methfessel	2238 N. Kay Dr.	Sheboygan	2-14-15
5. BARBARA BEHM	Barbara Behm	2216 N. KAY DR.	"	2-14-15
6. BARBARA STARCK	Barbara Starck	3106 Geele Ave	SHEB	53083
7. Jessica Horvat		3152 Geele Ave	Sheb.	53083
8. Ray Kohlmann	Ray Kohlmann	1607 N. 11th St	Sheboygan	2-14-15
9. Vanetta Kohlmann	Vanetta Kohlmann	1607 N. 11th St.		2-14-15
10. HARRY LAMBRECHT	Harry Lambrecht	2244 N. KAY DR.	SHEBOYGAN	2-14-15

Person circulating petition: Name Melissa Hahn Address 3232 N. 34th St.
City Sheboygan Zip Code 53083

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Common Council

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. Joan Denk	Joan Denk	3410 Geele Ave.	Sheboygan	2/17/15
2. Joseph Denk Sr.	J E Denk Sr	3410 GEELE AVE	SHEBOYGAN	2/17/15
3. Barbara A. Schneiderhan		415 Bluff Ave.	Sheboygan	2-17-15
4. Mary Ann Doine	Mary Ann Doine	1423 No. 40th St.	Sheboygan	2-17-15
5. Dolores Fox	Dolores Fox	3715 S 13 ST	Sheb.	2.17.15
6. Yvonne Landwehr		4219 Kirkwood Ct	Sheb	2-17-15
7. Rosemary Ciopek	Rosemary Ciopek	N6941 Prairie Ridge Ct	Sheboygan	2/17/15
8. Rosemary Anderson	ROSEMARY ANDERSON	2230 N 22nd ST	Sheboygan	2-17-15
9. Sharon Wells		4315 Birch Hill Ln	Sheb	2.17.15
10.				

Person circulating petition: Name Joan Dehk Address 3410 Geele Ave

City Sheboygan Zip Code 53083

PETITION

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	Print Name	Signature	Address	City	Date
Z	1. Vessie White		3212 Saemann ave		2/17/15
Z	2. Betty Basch		3212 Saemann	Sheboygan	2-18-15
	3. Linda Godard		909 Ontario		2-18-15
Z	4. Wilmer & Falb		3212 Seaman Ave APT-201		2-18-15
Z	5. Brenda Davis	Brenda Davis	3212 Saemann ave	apt. 213	2-19-15
Z	6. Don Buck	Don Buck (13)	3212 Saemann Ave		2-18-15
	7.				
	8.				
	9.				
	10.				

Person circulating petition: Name Shelley Herman Address 2334 W. Mark Dr.
City Sheboygan Zip Code 53083

PETITION

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	Print Name	Signature	Address	City	Date
1.	Anita Hess	Anita Hess	3212 Saemann Ave	Sheboygan	2/16/15
2.	Barsegyan T. Ara		3212 Saemann Ave	Sheboygan	02.16.15
3.	ROCKY L BLINDER	Rocky Blinder	3212 SAEMANN AVE	SHEBOYGAN	2/16/15
4.	JEROME F WAREK		3212 SAEMANN AVE	SHEBOYGAN	2-16-15
5.	Victor Godart		3212 Saemann Ave	Sheboygan	2-16-15
6.	VANESSA ADELMAN		2331 W. MARK DR.	SHEBOYGAN	2/17/2015
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Person circulating petition: Name SHELLEY HERMAN Address 2334 W. MARK DR.
City SHEBOYGAN Zip Code 53083

P E T I T I O N

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	Print Name	Signature	Address	City	Date
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Person circulating petition: Name Shelley Herman Address 2334 W. Maric Dr.
City Sheboygan Zip Code 53083

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	Print Name	Signature	Address	City	Date
Z	1. Barbara Acker	Barbara Acker	3212 Saemann Ave APT 104	Sheboygan	2/16/15
Z	2. Willie Regala	Willie Regala	3212 Saemann Ave Apt. 218	Sheboygan	2/16/15
Z	3. BETTY JANE Lubach	Betty Jane Lubach	3212 Saemann Ave apt 102	Sheboygan	2/16/15
Z	4. EVA BARTLETT	Eva Bartlett	3212 Saemann Ave Apt. 109	Sheboygan	2/16/15
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Person circulating petition: Name SHELLEY HERMAN Address 2334 W. MARK DR.
City SHEBOYGAN Zip Code 53083

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Print Name	Signature	Address	City	Date
1. Bill Manns	Bill Manns	1817 Barrett St	Sheb.	2-16-15
2. Arnold Mikkelsen		504 Bluff Ave	53081	
3. Virginia A Mikkelsen		504 Bluff Ave	53081	
4. Scott Peterson		Taylor Dr	53081	
5. Brett Bobo	Brett Bobo	4575 So. Packard Ave	Cudahy, WI	2-16-15
6. Ronald Schwartz	Ronald Schwartz	3212 SAEMANN AVENUE	SHEBOYGAN, 53081,	2/16/'15
7. LEROY MAHLOCH	Leroy Mahloch	3212 SAEMANN AVE	53081 APT 214	2-16-2015
8. Emma Hirsch	EMMA HIRSCH	3212 Saemann Ave	3212	2-16-15
9.				
10.				

Person circulating petition: Name Shelley Herman Address 2334 W. Mahr Dr.

City Sheboygan Zip Code 53083

PETITION

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	Print Name	Signature	Address	City	Date
1.	Joseph Klomb	Joseph Klomb	4606 Ajay St	Sheboygan	2-13-15
2.	M. Shelley Herman	M Shelley Herman	2334 W Mark Dr	Sheboygan	2-13-15
3.	Holly Lamb	Holly Lamb	2403 Mark Dr	sheboygan	2-13-15
4.	Shawn Lamb	Shawn Lamb	2403 W. Mark Dr	Sheboygan	2/13/15
5.	Dagobarto Rata	Dagobarto Rata	2404 W MARK Dr.	Sheb.	2/15/15
6.	RAY HARTLEY	Ray Hartley	3212 SAEMANN AVE	#200	2/15/15
7.	Vicki Hanson	Vicki Hanson	3212 Saemann ave	#107	2/16/15
8.	BETTY MARTINEZ	Betty Martinez	3212 Saemann ave	#114	2-6-15
9.	LAURA ELLIS	Laura Ellis	3212 Saemann Ave	Sheb #115	2-16-15
10.	Nancy LaPearle	Nancy LaPearle	3212 Saemann	#105 SHeboygan	2-16-15

Person circulating petition: Name M. Shelley Herman Address 2334 W. Mark Dr

City Sheboygan Zip Code 53083

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	Print Name	Signature	Address	City	Date
1.	Matthew Henschel	Matthew Henschel	W2380 Glenbird Rd	Sheboygan	WI 2/13/15
2.	Larry Landwehr	Larry Landwehr	2016 Geele ave	Sheboygan	WI 2/13/15
3.	Brittany Last	Brittany Last	W4088 Main Rd	Plymouth	53073 2/14/15
4.	TJ Grobman		N7224 Rangeline Rd	Sheboygan	53083
5.	Megan Schisel	Megan Schisel	3724 N 12th Place	Sheboygan	2/14/15
6.	Cheryl Savon	Cheryl Savon	2334 w. Mark Dr.	Sheb.	2/15/15
7.	Andrew Lauersdorf	Andrew Lauersdorf	W4056 Main Road	Plymouth	WI 53073
8.	Andrew Creager	Andrew Creager	3035 W I Dr		
9.	Richard Herman	Richard J. Herman	1988 N. 38th St		
10.	Susan R. Herman	Susan R. Herman	1988 N. 38th St.		

Person circulating petition: Name Joseph Klemb Address 4606 Ajax St

City Sheboygan Zip Code 53083

JOE @ INTERSTATE
3-9

C-49

P E T I T I O N

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Print Name	Signature	Address	City	Date
1. Joel Kuszynski		2208 N 23rd St	Sheboygan	2/14/15
2. Spencer Wilson		2231 N Kay Dr	Sheboygan	2/14/15
3. Brandon Kiehoff		1315 N 23rd st	Sheboygan	2/14/15
4. [illegible]		1315 N 23rd ST	Sheboygan	2/15/15
5. Kelli A Kusiolek		3727 N 13th Street	Sheboygan WI	2-15-15
6. Toby L Meyer		335 E Union - Cedar Grove, WI	53013	2-15-15
7. Tracy Vella		326 S. 4th St Cedar Grove WI	53013	2-15-15
8. [illegible]		3320 Eagle Ave	Sheboygan WI	53083 2-15-15
9. Jason Pacey		2323 Main Ave	Sheboygan WI	53083 02-15-15
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Z

Person circulating petition: Name_____ Address_____

City_____ Zip Code_____

C29

P E T I T I O N

Common council meeting 2/16 6pm

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Print Name	Signature	Address	City	Date
1. Fran Gasper	F. van Gasper	3228 W Apache Rd	Sheb	2-15-15
2. Mary Lewandoski	Mary Lewandoske	2824 N. Apache Rd,	Sheb	2-15-15
3. Beth Schmidt	Beth Schmidt	2844 N. Apache Rd		2-15-15
4. Jane Schmelter	Jane Schmelter	2858 No. Apache Rd.		2-15-15
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Person circulating petition: Name_____ Address_____

City_____ Zip Code_____

City

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Print Name	Signature	Address	City	Date
1. JACQUELINE ASHBURN	Jacqueline Ashburn	2720 S. 14 ST.	Sheboygan	2-20-15
2. Alicia Wimmer		902 Logan Ave	Sheboygan	2/20/15
3. Michelle Hopland	Michelle Hopland	4930 S. Parke Ridge Lane	Sheboygan	2-20-15
4. Debra Landgraf	Debra Landgraf	5137 Hidden Creek Dr.		2/20/15
5. Terence Meyer	Terence Meyer	330 Western Ave	Plymouth, WI	53073 2-20-15
6. Anthony Hansen		3321 N 28th St	Sheboygan	WI 53083 2-20-15
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Person circulating petition: Name_____ Address_____

City_____ Zip Code_____

city

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Print Name	Signature	Address	City	Date
1. Peter Zimmermann		N5094 Big Bend Ln	Sheb Falls	2/13/15
2. KIRK ANDERSON		816 LINDEN RD	KOHLER	2/13/15
3. Kelli Grasse		W1667 Santana Dr.	Sheboygan	2/16/15
4. Mike Nelson		2427 So 35th St.	Manitowoc	2/17/15
5. Maria Marchlewski		3902 Indian Bluff	Manitowoc	2/18/15
6. Cindy Dross		3125 Bonnie Ct.	Sheboygan	2/20/15
7. Renee Gonzalez		1034 Logan Ave	Sheboygan	2/22/15
8. MELISSA Braesch		3320 Cole Ave.	Sheboygan	2/18/15
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Person circulating petition: Name_____ Address_____

City_____ Zip Code_____

city

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Print Name	Signature	Address	City	Date
1. Craig Allen Gall	Craig Allen Gall	1140 W. Jefferson	Cleveland	2/19/15
2. Eric Fuszard	Eric Fuszard	818 N Apache Sheb.		2/21/15
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Print Name	Signature	Address	City	Date
1. Chris Ungrodt	Chris Ungrodt	4110 Kruschke Ave	Sheboygan	2-16-15
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Person circulating petition: Name Melissa Braasch Address 3320 Geele Ave.
City Sheboygan Zip Code 53083

SAS

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	Print Name	Signature	Address	City	Date
1.	Mike Steffensmeier	Mike Steffensmeier	5234 Hidden Creek Dr	Sheboygan	2-20-15
2.	Kari Steffensmeier	Kari Steffensmeier	5234 Hidden Creek Dr	Sheboygan	2-20-15
3.	Josh Joyce		1519 Carmen Ave	Sheboygan	2-20-15
4.	Kelly McCullough	Kelly McCullough	129 Park Ave	Sheboygan	2-20-15
5.	Julie Nygaard	Julie Nygaard	3005 Rolling Meadows	Sheb	2-20-15
6.	Willie Regala	Willie Regala	3312 Saemann Ave	Sheb 53081	2-20-15
7.	Jan Marchiando	Jan Marchiando	3409 N. 48th Place	Sheb 53083	2/21/2015
8.	Chris Marchiando	Chris Marchiando	3409 N 48th pl.	Sheb 53083	2/22/15
9.	Sue LEIBHAM	Sue Leibham	3625 Kennedy Cir.	Sheb. 53083	2/21/15
10.	Megal Specht	Megal Specht	W1992 Cty. Rd J	Sheb.	2/21/15

SAS

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Print Name	Signature	Address	City	Date
1. Steve Specht	Steve Specht	W1990 Co Rd J	Sheboygan	2-21-15
2. DAVE SCHULTZ	Dave Schultz	2335 N26	SITOWN	2-21-15
3. Liz Schroeder	Liz Schroeder	2715 S 12th St	Sheb	2-21-15
4. Daryl Maas	Daryl Maas	3308 Geele Ave	Sheb	2/22/15
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SASD

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Print Name	Signature	Address	City	Date
1. Dennis Stoffenmeier	Dennis F. Stoffenmeier	3314 Greele Ave.	Sheb	2-19-15
2. Stacy Schreurs	Stacy Schreurs	130 Crestwood Dr.	Sheboygan Falls	2.19.15
3. Paul Augustine	PAC	932 Oakland Ave	Sheboygan 53081	2/19/15
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SASD

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	Print Name	Signature	Address	City	Date
1.	Janet Steffensmeier	Janet Steffensmeier	3314 Geele	Sheboygan	2-19-15
2.	Bill Castellan	Bill Castellan	1544 N 24th St	Sheboygan	2/19/15
3.	Cathy Castellan	Kathy Castellan	1544 N. 24	Sheboygan	2-19-15
4.	[illegible]	[illegible]	916 Hubbard Ave.	Sheb. Wi. 53081	2/19/15
5.	Mary Siebert		4522 Pleasant Dr	Sheboygan	53081
6.	Andrea Siebert		4522 Pleasant Dr	Sheboygan	
7.	David Siebert		4522 Pleasant Dr	Sheboygan	2-19-15
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P E T I T I O N

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Print Name	Signature	Address	City	Date
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Person circulating petition: Name Janet Steffensmeier Address 3314 Reele Ave.
City Sheboygan Zip Code 53083

Janet Steffensmeier

III

Other Matters

9.9

Res. No. ____ - 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

_____

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

TR-WM-8 (Rev 9/03)

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 **1st 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

TC-0074

III

Other Matters

9.10

Res. No. ____ - 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

_____

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]
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

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

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

III

Other Matters

9.11

Res. No. _____ - 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:

FROM	TO	AMOUNT
General Fund Park Department Contribution 10153000-467101	General Fund Park Department Playground Equipment 10153000-631100	$23,000

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.12

R. O. No. ____ - 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

Susan Richards
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

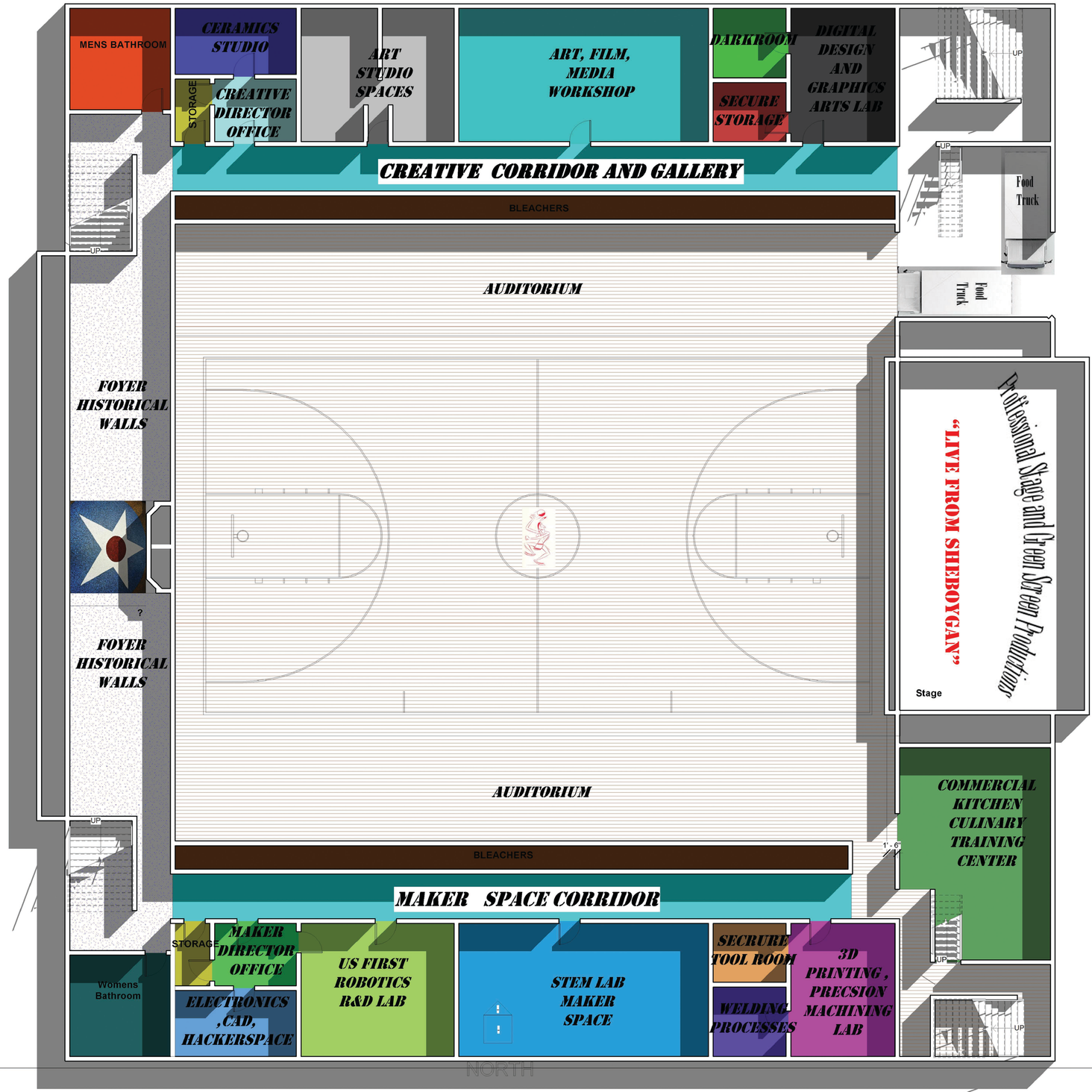
Collin Kachel --- President of The Armory Foundation

321 Bluff Ave
Sheboygan WI, 53081
815-341-3526
collinkachel@charter.net

SHEBOYGAN ARMORY

MUNICIPAL AUDITORIUM AND MAKERSPACE

FIRST FLOOR ARMORY REPURPOSE



1 Level 1

SHEBOYGAN ARMORY
MUNICIPAL AUDITORIUM AND MAKERSPACE

REPURPOSE OF SHEBOYGAN ARMORY FIRST FLOOR

C&D Architects
3128 12th St
Sheboygan, WI 53081

FIRST FLOOR REPURPOSE

THE ARMORY FOUNDATION

Project number	1
Date	4-6-2015
Drawn by	C&D ARCHITECTS
Checked by	FOUNDATION

A101

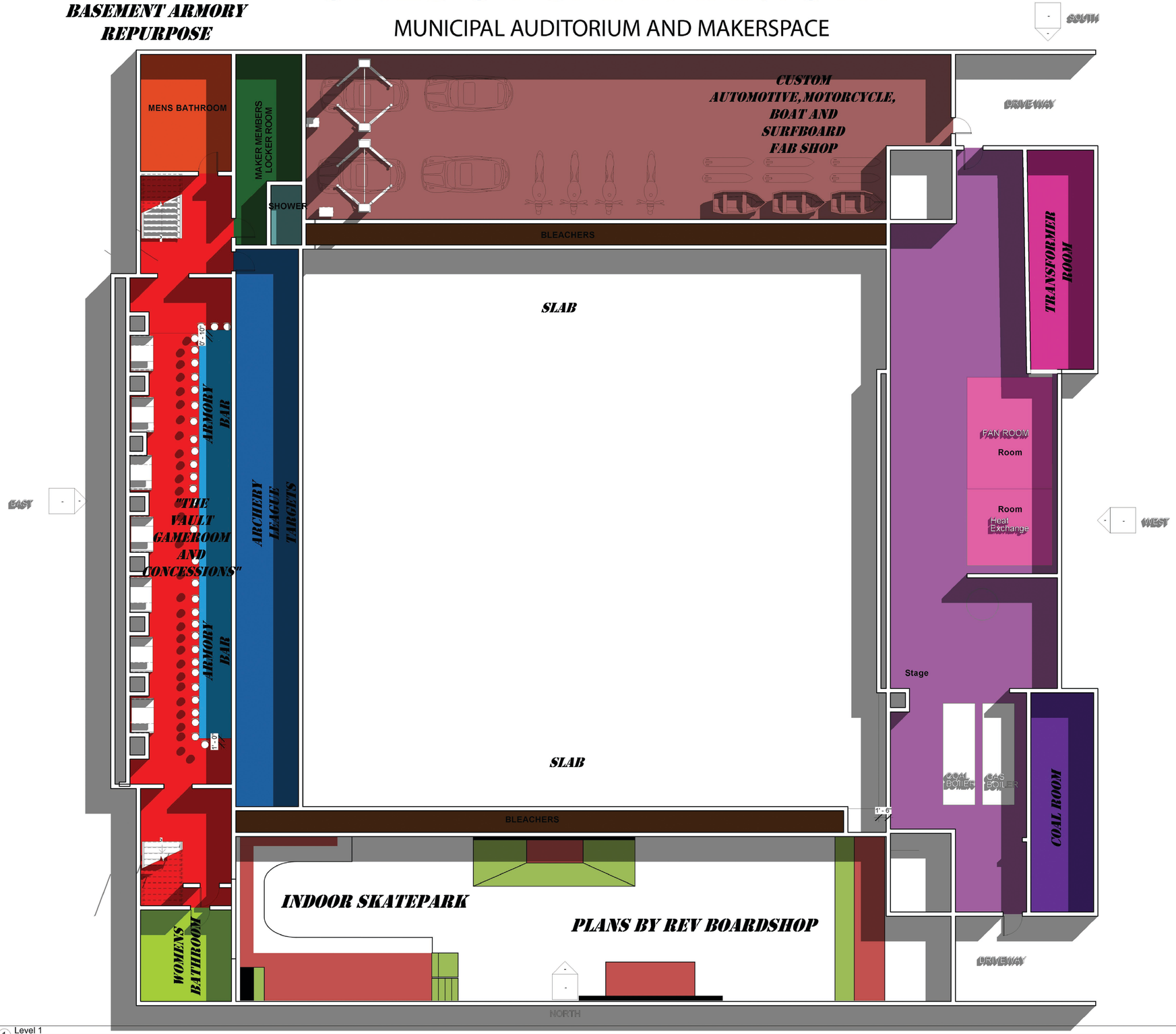
Scale 1/8" = 1'-0"

4/6/2015 1:22:48 PM

SHEBOYGAN ARMORY

MUNICIPAL AUDITORIUM AND MAKERSPACE

BASEMENT ARMORY REPURPOSE



1 Level 1
1/8" = 1'-0"

SHEBOYGAN ARMORY
MUNICIPAL AUDITORIUM AND MAKERSPACE

REPURPOSE OF SHEBOYGAN ARMORY BASEMENT

C&D Architects
3218 12th St
Sheboygan, WI 53081

BASEMENT REPURPOSE

THE ARMORY FOUNDATION

Project number	1
Date	4-6-2015
Drawn by	C&D ARCHITECTS
Checked by	FOUNDATION

A101

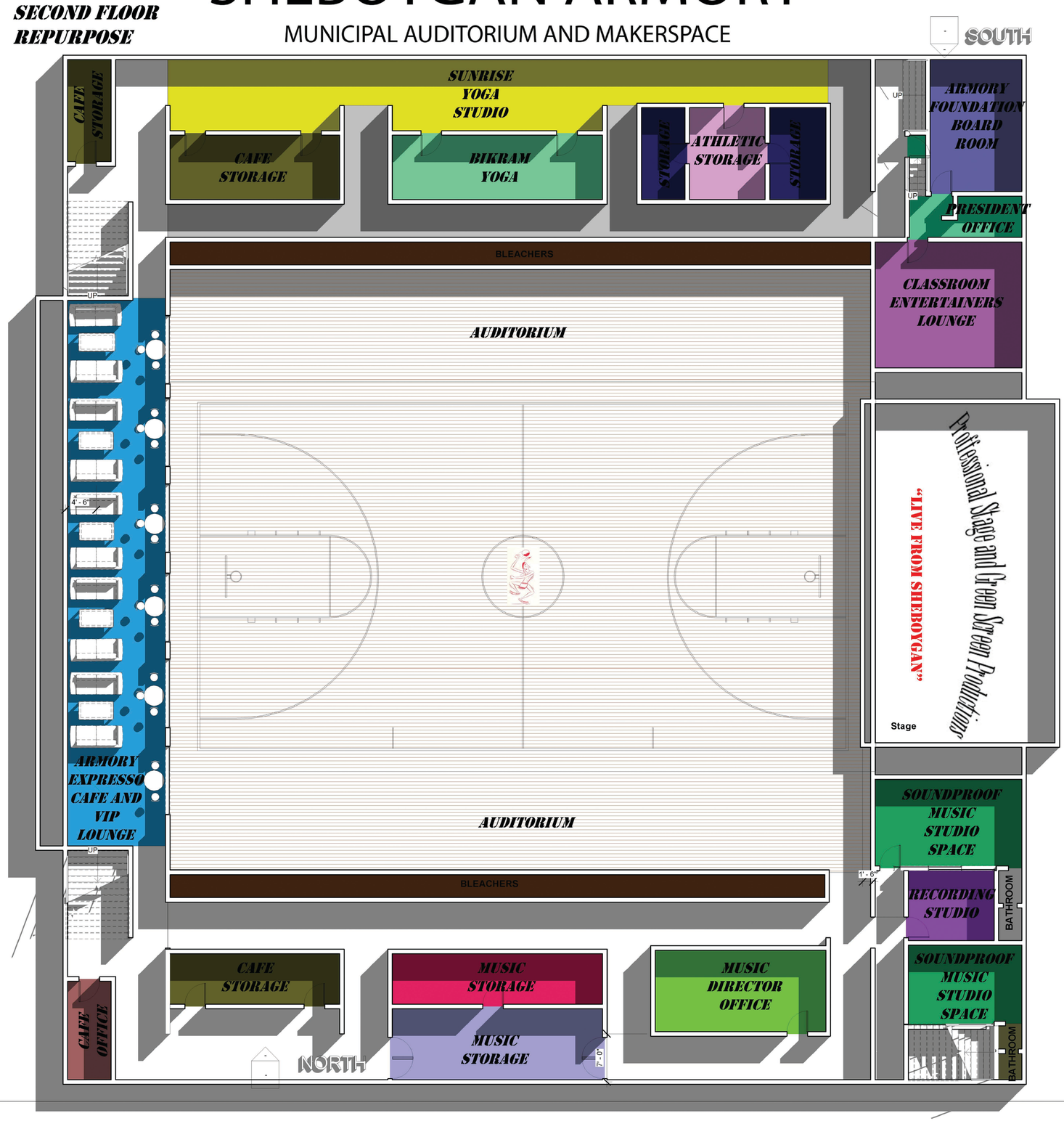
Scale 1/8" = 1'-0"

4/6/2015 12:58:11 PM

SHEBOYGAN ARMORY

MUNICIPAL AUDITORIUM AND MAKERSPACE

SECOND FLOOR REPURPOSE



1 Level 1
1/8" = 1'-0"

SHEBOYGAN ARMORY
MUNICIPAL AUDITORIUM AND MAKERSPACE

REPURPOSE OF SHEBOYGAN ARMORY SECOND FLOOR

C&D Architects
3128 12th St
Sheboygan, WI 53081

SECOND FLOOR REPURPOSE

THE ARMORY FOUNDATION

Project number	1
Date	4-6-2015
Drawn by	C&D ARCHITECTS
Checked by	FOUNDATION

A101

Scale	1/8" = 1'-0"

4/6/2015 1:11:57 PM