ATTACHMENTS

VI

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

Your Committee to whom was referred R. O. No. 39-13-14 by the City Clerk submitting a Summons and Complaint in the matter of JPMorgan Chase Bank, National Association vs. Karen Kuhlman and John Doe et al.; recommends that the document be placed on 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

4.6

R. O. No. 39 - 13 - 14. By CITY CLERK. June 3, 2013.

Submitting a Summons and Complaint in the matter of JPMorgan Chase Bank, National Association vs. Karen Kuhlman and John Doe et al.

Inactive

File

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
1111 Polaris Parkway
Columbus, Ohio 43240;

Plaintiff,

vs.

KAREN KUHLMAN and JOHN DOE,
unknown spouse of Karen Kuhlman,
3120 South Business Drive
Sheboygan, Wisconsin 53081,
-or-
2312 North 5th Street
Sheboygan, Wisconsin 53083;

COMMUNITY BANK & TRUST
c/o Its President
604 North 8th Street
Sheboygan, Wisconsin 53081;

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081;

Defendants.

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

Case No. 13CV0384
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than $5,000.00

CLERK CIRCUIT COURT
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13 MAY 22 A10:07
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 (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. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, BARB OLM

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JAN 22 PM 1:37
MILWAUKEE COUNTY, WI

Clerk of Circuit Court
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, Wisconsin 53081

and to O'Dess and Associates, S.C., Plaintiff's attorneys, whose address is:

O'Dess and Associates, S.C.
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213

You may have an attorney help or represent you.

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

Dated at Wauwatosa Wisconsin, this May 21, 2013.

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff

By: M. ABIGAIL O'DESS
State Bar No. 1017869
CHAD F. KOWALEWSKI
State Bar No. 1032968

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,
1111 Polaris Parkway
Columbus, Ohio 43240;

Plaintiff,

vs.

Case No. 13CV0384
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than $5,000.00

KAREN KUHLMAN and JOHN DOE,
unknown spouse of Karen Kuhlman,
3120 South Business Drive
Sheboygan, Wisconsin 53081,
-or-
2312 North 5th Street
Sheboygan, Wisconsin 53083;

COMMUNITY BANK & TRUST
c/o Its President
604 North 8th Street
Sheboygan, Wisconsin 53081;

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081;

Defendants.

SHEBOYGAN COUNTY WISCONSIN
13 MAY 22 A10:07
CLERK CIRCUIT COURT FILED

COMPLAINT

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

1. That plaintiff is described and identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein.

2. That the defendant(s), Karen Kuhlman, identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein and who are referred to herein as mortgagor(s), duly executed and delivered a note and mortgage, for

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WISCONSIN
BROWN COUNTY

the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this County.

3. That copies of assignment(s) of said mortgage are attached hereto as Exhibit(s) 3 and 4, and are incorporated herein by reference as if set forth in full herein. That said assignment(s) has been duly recorded in the office of the Register of Deeds for this County. That JPMorgan Chase Bank, N.A. is authorized to execute said assignment as attorney-in-fact for the Federal Deposit Insurance Corporation and a copy of the Federal Deposit Insurance Corporation Limited Power of Attorney is attached hereto as Exhibit 5. That plaintiff is the lawful holder of the note and may enforce same and is the mortgagee of record. That Federal National Mortgage Association is the owner of said note and JPMorgan Chase Bank, NA is the servicer per a contract with Federal National Mortgage Association.

4. That the other defendants, if any, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

5. That the mortgage premises are known and legally described as follows:

LOT TEN (10), BLOCK THREE (3), ASSESSMENT SUBDIVISION NUMBER THIRTEEN (13), CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. ACCORDING TO THE RECORDED PLAT THEREOF. More commonly known as: 1408-1410 Lincoln Avenue. Tax Key No. 59281602300

6. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of May 7, 2013 the following:

Principal	$62,114.83
Interest	$1,934.89
Escrow Advance	$2,703.01
Accumulated Late Charges	$22.03
Recoverable Balance	$740.00
Total	$67,514.76

That payments pursuant to said mortgage note and mortgage are due from December 1, 2012.

7. That by reason of the aforesaid default on the part of the defendants, a notice of acceleration was given to defendants in compliance with the terms of the mortgage note and mortgage herein.

8. That the plaintiff has elected to proceed to foreclosure pursuant to §846.103, or §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are non owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court. However, if the property is not owner occupied plaintiff will proceed under §846.103(2) for a three month redemption period. If the property is vacant and abandoned plaintiff will proceed to judgment under §846.102 Wis. Stats. and request a five week redemption period.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §846.103 or §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;

2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;

3. 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 the right to redeem the same before sale as provided by law;

4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and

6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and

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

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff

By: M. ABIGAIL O'DESS
State Bar No. 1017869
CHAD F. KOWALEWSKI
State Bar No. 1032968

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

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

SCHEDULE 1

Plaintiff

1. That plaintiff, JPMorgan Chase Bank, National Association, is a national bank, duly organized and existing under the laws of the United States with its principal offices located at 1111 Polaris Parkway, Columbus, Ohio. That JPMorgan Chase Bank, National Association is the servicer for Federal National Mortgage Association. That Federal National Mortgage Association is a federally chartered corporation, duly organized and existing under the laws of the United States of America, with its offices located at 3900 Wisconsin Avenue Northwest, Washington, D.C.

Defendants

2. That the defendant, Karen Kuhlman, is an adult resident of the City of Sheboygan, County of Sheboygan, State of Wisconsin, residing at 2312 N. 5th Street; or City of Sheboygan, County of Sheboygan, State of Wisconsin, residing at 3120 South Business Drive; that defendant's occupation is unknown.

3. That the defendant, John Doe, unknown husband of Karen Kuhlman, is, upon information and belief, an adult resident of the City of Sheboygan, County of Sheboygan, State of Wisconsin, residing at 2312 N. 5th Street; or City of Sheboygan, County of Sheboygan, State of Wisconsin, residing at 3120 South Business Drive; that his actual name and occupation are unknown. That said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of his marriage to Karen Kuhlman.

4. That the defendant, Community Bank & Trust, is a state chartered bank, duly organized and existing under the laws of the State of Wisconsin, with its main offices located at 604 N. 8th Street, Sheboygan, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Mortgage, and the Terms and Conditions thereof, from Karen L. Kuhlman, a single person, to Community Bank & Trust for $75,000.00 dated July 6, 2005 and recorded on July 13, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1770575.

5. That the defendant, City of Sheboygan, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk at 828 Center Avenue, Sheboygan, WI 53081; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Mortgage, and the Terms and Conditions thereof, from Karen Kuhlman, to City of Sheboygan for $6,500.00 dated June 24, 2005 and recorded on August 11, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1773611.

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

1. O'Dess and Associates, S.C. is the creditor's and the servicer's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.

2. The amount of the debt as of May 7, 2013, is set forth in paragraph 6 of the complaint attached hereto. Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. The Federal National Mortgage Association is the creditor to which the debt is owed and JPMorgan Chase Bank, N.A. is the servicer of the creditor.

4. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, 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. **The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this 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.**

6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, O'Dess and Associates, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by O'Dess and Associates, S.C.

7. If the creditor is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.

8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

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

INVESTOR LOAN #: [redacted]

NOTE

MARCH 7, 2003 [Date] SHEBOYGAN [City], Wisconsin

1408-1410 LINCOLN AVE 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. $ 73,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COMMUNITY BANK & TRUST. 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 6.000 %.

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on MAY, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on APRIL 1, 2033, 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 655 S TAYLOR DR, SHEBOYGAN, WI 53082-1409 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. $ *****440.67*****.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

EXHIBIT tabbies

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 5.00 % 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.

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

Karen L. Kuhlman (Seal) - Borrower

KAREN L KUHLMAN
a/k/a Karen Kuhlman

_____ (Seal) - Borrower

_____ (Seal) - Borrower

_____ (Seal) - Borrower

[Sign Original Only]

PAY TO THE ORDER OF WASHINGTON MUTUAL BANK, FA WITHOUT RECOURSE.

COMMUNITY BANK AND TRUST

BY: Deborah L Pilipiak
DEBERAH L PILIPIAK
MORTGAGE PROCESSING OFFICER

PAY TO THE ORDER OF:

WITHOUT RECOURSE
Washington Mutual Bank F.A.

Gail E. Wassel
Assistant Vice President
Gail E. Wassel

[redacted]

kuhlman

[redacted]
1675863

SHEBOYGAN COUNTY, WI
RECORDED ON
03/11/2003 11:23AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 45.00
TRANSFER FEE:
STAFF ID 11
TRANS # 16775
OF PAGES: 18

After Recording Return To:
SHEBOYGAN TITLE SERVICE
504 S 14TH STREET
SHEBOYGAN WI 53081
610412058

Parcel Identifier Number:
59281602300

MORTGAGE

[Space Above This Line For Recording Data]

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated MARCH 7, 2003, together with all Riders to this document.

(B) "Borrower" is KAREN L KUHLMAN, A SINGLE PERSON a/k/a Karen Kuhlman. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COMMUNITY BANK & TRUST. Lender is a organized and existing under the laws of WISCONSIN. Lender's address is 655 S TAYLOR DR, SHEBOYGAN, WI 53082-1409. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MARCH 7, 2003. The Note states that Borrower owes Lender SEVENTY-THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. $ 73,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2033.

(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]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	

EXHIBIT 2

18

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

in the County of SHEBOYGAN :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT TEN (10), BLOCK THREE (3), ASSESSMENT SUBDIVISION NUMBER THIRTEEN (13), CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

which currently has the address of 1408-1410 LINCOLN AVE
[Street]

SHEBOYGAN , Wisconsin 53081 ("Property Address"):
[City] [Zip Code]

TOGETHERWITH 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."

BORROWERCOVENANTSthat 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.

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

UNIFORMCOVENANTS.Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of

the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing

losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in

value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

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

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

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and

include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law.

There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPArequires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by

the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

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

Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

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

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

Witnesses:

_____ (Seal)
KAREN L KUHLMAN -Borrower

_____ a/k/a Karen Kuhlman (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ _____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF WISCONSIN SHEBOYGAN County ss:

The foregoing instrument was acknowledged before me this 7TH day of MARCH, 2003

by KAREN L KUHLMAN
a/k/a Karen Kuhlman

My Commission Expires: 9-12-04

_____
Notary Public, State of WISCONSIN

HOLLIE R. ONEIL NOTARY PUBLIC STATE OF WISCONSIN

This instrument was prepared by:
LYNN A GERONDALE

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 7TH day of MARCH, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to COMMUNITY BANK & TRUST (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1408-1410 LINCOLN AVE, SHEBOYGAN, WI 53081
[Property Address]

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

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

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

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

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

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

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

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

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

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower

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

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

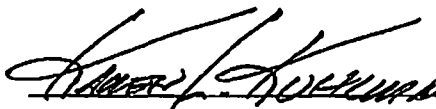
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

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

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

If the Property is located in Michigan, Section H, above, is not applicable.

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



_____(Seal) - Borrower
KAREN L KUHLMAN
a/k/a Karen Kuhlman

_____(Seal) - Borrower

_____(Seal) - Borrower

_____(Seal) - Borrower

W.B.A. 3425 (6/99) FI1113

©Wisconsin Bankers Association 1999

FIPCO

kuhlman [redacted]

DOCUMENT NO.

1675864

SHEBOYGAN COUNTY, WI
RECORDED ON

03/11/2003 11:23AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 11.00
TRANSFER FEE:

STAFF ID 11
TRANS # 16775

OF PAGES: 1

ASSIGNMENT OF MORTGAGE - BY LENDER

The undersigned Lender, for valuable consideration, receipt of which is acknowledged, assigns to WASHINGTON MUTUAL BANK, FA

a Mortgage executed by KAREN L. KUHLMAN a/k/a Karen Kuhlman

to Lender and recorded in the office of the Register of Deeds of SHEBOYGAN County, Wisconsin, as Document No. 1675863 In — (Volume/Page/Etc.)

encumbering the real estate described below, together with a note or loan agreement from Borrower to Lender dated MARCH 7, 2003

[X] If checked, this assignment is without recourse to Lender.

Recording Area

Name and Return Address

SHEBOYGAN TITLE SERVICE
504 S 14TH STREET
SHEBOYGAN WI 53081
[redacted]

59281602300
Parcel Identifier No.

LOT TEN (10), BLOCK THREE (3), ASSESSMENT SUBDIVISION NUMBER THIRTEEN (13), CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

[ ] If checked here, real estate description continues or appears on attached sheet.

STATE OF WISCONSIN

County of SHEBOYGAN

This instrument was acknowledged before me

on MARCH 7, 2003

by DEBERAH L. FILIPIAK (Names of person(s))

as MTG PROCESSING OFFICER (Type of authority)

of COMMUNITY BANK & TRUST (Name of party on behalf of whom instrument was executed)

Lynn A Gerondale

* LYNN A GERONDALE
Notary Public, Wisconsin.
My Commission (Expires) (Is) JULY 23, 2006

Dated MARCH 7, 2003

COMMUNITY BANK & TRUST
NAME OF LENDER

By Deberah L Filipiak

Title MTG PROCESSING OFFICER

* DEBERAH L FILIPIAK

Title

This instrument was drafted by:

LYNN GERONDALE (Type or Print)

*Type or print name signed above.

LYNN A. GERONDALE NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT 3

tabbies

Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #[redacted]

1959054
SHEBOYGAN COUNTY, WI
RECORDED ON
12/19/2012 1:20 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Tax Code/PIN: 59281602300

ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Mortgage bearing the date 03/07/2003, made by KAREN L. KUHLMAN, A/K/A KAREN KUHLMAN to COMMUNITY BANK & TRUST and recorded on 03/11/2003 in Official Records Book n/a, Page n/a, Document # 1675863 in office of the Register of Deeds of SHEBOYGAN County, Wisconsin, to wit:
LOT TEN (10), BLOCK THREE (3), ASSESSMENT SUBDIVISION NUMBER THIRTEEN (13), CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

This Assignment is intended to further memorialize the transfer that occured by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. S1821 (d)(2)(G)(i)(II)

IN WITNESS WHEREOF, the said undersigned has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, on 12/13/2012 (MM/DD/YYYY).
FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its Attorney-in-Fact

Officer:

By: _____
Tori Cbolard
VICE PRESIDENT

STATE OF LOUISIANA PARISH OF OUACHITA
On 12/13/2012 (MM/DD/YYYY), before me appeared Tori Cbolard, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

_____
Helen P Tubbs
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

HELEN P TUBBS NOTARY PUBLIC

This document was drafted by E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
JPCAS[redacted] [C] FRMWII_JPCAS3

EXHIBIT
4

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby appoints JPMorgan Chase Bank, National Association ("Chase"), as represented by its duly appointed officers, to act as Attorney-in-Fact of the FDIC as Receiver of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA ("Receiver").

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, and deliver on behalf of the Receiver, all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, reconveyances, releases, and transfers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale or transfer of any asset of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, including all loans formerly held by Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, to Chase or to an affiliate of Chase, pursuant to that certain Purchase and Assumption Agreement ("PAA"), dated as of September 25, 2008 among the FDIC in its corporate capacity, the FDIC as Receiver, and Chase.

2. Regarding loans previously owned or serviced by the former Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, that had been paid off, otherwise satisfied, or that were sold or transferred prior to bank failure, authority is granted to the Attorney-in-Fact to execute, acknowledge, and deliver on behalf of the Receiver any and all documents and instruments of sale, transfer, conveyance, satisfaction, reconveyance, release and/or assignment that may be necessary or appropriate for the completion of the documentation of the obligations of the former Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, in connection with such paid-off loans, loans sold or transferred, loans otherwise satisfied, or other obligations. All lien releases and related documents including, without limitation, issuance of mortgage assignments on paid-off loans, prepared in connection with this Limited Power of Attorney, shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt or assignment of the mortgage as appropriate.

The Attorney-in-Fact shall undertake to complete all appropriate due diligence necessary to verify that the loan was paid off or otherwise satisfied for any collateral being released or to verify that any loan was sold or transferred for any loan being assigned.

3. To execute, acknowledge, record, and deliver on behalf of the Receiver and as successor in interest to the rights, title and interest of Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, all documentation and instruments to declare and acknowledge that any loan originated, consummated, or funded by Chase after September 25, 2008 with loan documents that identified the lender as Washington Mutual Bank or Washington Mutual Bank, FA was the property of Chase notwithstanding that Washington Mutual Bank or Washington Mutual Bank, FA is identified as the lender in the loan documents that evidence the loan.

4. The form that the Attorney-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

_____

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of Washington Mutual Bank, formerly known as
Washington Mutual Bank, FA

By: JPMorgan Chase Bank, National Association
Its Attorney-in-Fact

By: _____

Name: _____

Title: _____

All other documents of assignment, conveyance, or transfer shall contain the following sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

The form that the Attorney-in-Fact shall use for executing documents other than for endorsing promissory notes or preparing allonges to promissory notes shall be substantially as follows:

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Washington Mutual Bank, formerly known as
Washington Mutual Bank, FA

By: JPMorgan Chase Bank, National Association
Its Attorney-in-Fact

By: _____
Name: _____
Title: _____

5. FDIC further grants to the Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity if all and every such act had been herein particularly stated, expressed, and especially provided for. Nothing contained herein or arising by reason of the exercise of the powers granted in this Limited Power of Attorney by the Attorney-in-Fact shall impose or create any duty or obligation on the part of Chase that is not otherwise imposed as expressly stated in the PAA.

This Limited Power of Attorney shall be effective from September 25, 2012, and shall continue in full force and effect through September 25, 2016, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Additionally, upon the termination of employment from JP Morgan Chase (for any reason) of any duly appointed officer, appointed as Attorney-in-Fact, such terminated employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted, unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 29 day of August, 2012.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: _____

Name: James L. Parrish

Title: Customer Service Manager
Dallas Regional Office

Signed in the presence of:

_____
Witness
Name: Cassandra Veasley

_____
Witness
Name: Angela L. Minor

STATE OF TEXAS
COUNTY OF DALLAS

On this 29 day of August, 2012, before me, a Notary Public in and for the State of Texas appeared James L. Parrish, to me personally known, who, being by me first duly sworn did depose that he is Customer Service Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said James L. Parrish, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

REGINA M. RICHARDSON
MY COMMISSION EXPIRES
September 28, 2014

_____
Notary Public
My Commission expires: 9-28-14

STATE OF TEXAS
COUNTY OF DALLAS

On this ___ day of August, 2012, before me, a Notary Public in and for the State of Texas appeared Cassandra Veasley (witness #1) and Angela L. Minor (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw James L. Parrish, Customer Service Manager, Dallas Regional Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.

REGINA M. RICHARDSON
MY COMMISSION EXPIRES
September 28, 2014

_____
Notary Public
My Commission expires: 9-28-14

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/29/2012 01:56:10 PM
$28.00

201200256684

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION;

Plaintiff,

vs.

Case No. 13CV0384
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than $5,000.00

KAREN KUHLMAN and JOHN DOE,
unknown spouse of Karen Kuhlman; and
COMMUNITY BANK & TRUST; and
CITY OF SHEBOYGAN;

Defendants.

NOTICE OF MOTION AND MOTION FOR DEFAULT JUDGMENT OF FORECLOSURE

TO: KAREN KUHLMAN and JOHN DOE,
unknown spouse of Karen Kuhlman,
1208 South 17th Street
Sheboygan, Wisconsin 53081

Attorney Richard Hahn
903 North Sixth Street
Sheboygan WI 53081

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081

PLEASE TAKE NOTICE that the above-named plaintiff will apply to the Circuit Court for Sheboygan County, Wisconsin, before the Honorable Terence T. Bourke, Circuit Court Judge thereof, at a term of said Court held in the Sheboygan County Courthouse, City of Sheboygan, County of Sheboygan, State of Wisconsin, on July 19, 2013 at 8:15 o'clock a.m., or as soon thereafter as counsel can be heard, for the judgment and relief demanded in the complaint in the above-entitled action.

YOUR ATTENDANCE AT THIS HEARING IS OPTIONAL. You are not required to appear at this hearing, though you may do so if you choose.

Dated this 16 day of July, 2013.

O'DESS AND ASSOCIATES, S.C.
Attorneys for Plaintiff

By: M. ABIGAIL O'DESS
Bar Code No. 1017869

O'Dess and Associates, S.C.
1414 Underwood Avenue, Suite 403
Wauwatosa, WI 53213
(414) 727-1591; (414) 727-1590 (Fax)

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.
If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

Scanned in: Atty's office, L. Suhrke, J. Amadeo, B. Olm 7-9-13

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Kimberly M. Meadows, Paralegal, at O'Dess and Associates, S.C., being first duly sworn on oath, says that on the 5 day of July 2013, she mailed, properly enclosed in a postpaid envelope the NOTICE OF MOTION AND MOTION FOR DEFAULT JUDGMENT OF FORECLOSURE in the above entitled action, addressed to the following named person at the proper post office address set forth:

KAREN KUHLMAN and JOHN DOE,
unknown spouse of Karen Kuhlman,
1208 South 17th Street
Sheboygan, Wisconsin 53081

Attorney Richard Hahn
903 North Sixth Street
Sheboygan WI 53081

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081

Kimberly M. Meadows

Subscribed and sworn to before me
this 5 day of July, 2013.

NOTARY PUBLIC M. ABIGAIL O'DESS STATE OF WISCONSIN

M. Abigail O'Dess
Notary Public, State of Wisconsin
My Commission is Permanent.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION;

Plaintiff,

vs.

KAREN KUHLMAN and JOHN DOE, unknown spouse of Karen Kuhlman; and COMMUNITY BANK & TRUST; and CITY OF SHEBOYGAN;

Defendants.

Case No. 13-CV-0384
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than $5,000.00

NOTICE OF ENTRY OF ORDERS

TO: KAREN KUHLMAN and JOHN DOE,
unknown spouse of Karen Kuhlman,
1208 South 17th Street
Sheboygan, Wisconsin 53081

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081

Attorney Richard Hahn
903 North Sixth Street
Sheboygan, WI 53081

Tenants / Occupants
1408-1410 Lincoln Avenue
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on the 13th day of November, 2013, an Order Confirming Sale and an Order Adding to Judgment were duly entered in the above-entitled action in the office of the Clerk of Circuit Court for this county, a copy of which is attached hereto.

Dated at Wauwatosa, Wisconsin, this 21 day of November, 2013.

O'DESS and ASSOCIATES, S.C
Attorneys for Plaintiff

By: M. ABIGAIL O'DESS
Bar Code No. 1017869

POST OFFICE ADDRESS:
1414 Underwood Avenue, Suite 403
Wauwatosa Wisconsin 53213
(414) 727-1591
(414) 727-1590 fax

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

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

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION;

Plaintiff,

vs.

Case No. 13-CV-0384
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than $5,000.00

KAREN KUHLMAN and JOHN DOE, unknown spouse of Karen Kuhlman; and COMMUNITY BANK & TRUST; and CITY OF SHEBOYGAN;

Defendants.

CLERK CIRCUIT COURT
FILED
2013 NOV 13 A 10: 30
SHEBOYGAN COUNTY, WISCONSIN

ORDER CONFIRMING SALE

On reading and filing the report of Todd Priebe, Sheriff of Sheboygan County, Wisconsin, appointed under the judgment entered in the above-entitled action to make sale of the premises described in the complaint herein, and it appearing by due proof that due notice of the motion to confirm said report has been given to all parties owning an equity of redemption on said premises and to all parties who have appeared in this action and it appearing that the said sheriff in making said sale has in all things complied with the judgment heretofore entered in this case, and the statutes in such case made and provided, that the monies arising out of said sale were sufficient to pay the whole amount adjudged to Federal National Mortgage Association as Assignee of *Plaintiff* together with interest and costs.

The plaintiff is not seeking deficiency judgment against the defendant(s) in this case.

Now, therefore,

IT IS ORDERED:

1. That the sale of the mortgaged premises involved in the above-entitled action to Federal National Mortgage Association as Assignee of Plaintiff for the sum of $72,016.53, and the sheriff's report of such sale as filed herein, be and the same are hereby in all things approved and confirmed.

2. That upon the entry of this order and the filing of this order with the Clerk of Court for Sheboygan County, Wisconsin, the said clerk shall thereupon deliver to the plaintiff or the plaintiff's attorneys, the sheriff's deed to the premises involved in this action, which said deed was filed with the Clerk of Court by the sheriff of said county. That said Sheriff's Deed and Wisconsin Real Estate Transfer Return shall be mailed directly to plaintiff's attorneys, O'Dess and Associates, S.C., at 1414 Underwood Avenue, Suite 403, Wauwatosa, WI 53213.

Dated this 13th day of November, 2013.

BY THE COURT:

Honorable Terence T. Bourke
Circuit Court Judge
Circuit Court Case No 13-CV-0384

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION;

Plaintiff,

vs.

KAREN KUHLMAN and JOHN DOE, unknown spouse of Karen Kuhlman; and COMMUNITY BANK & TRUST; and CITY OF SHEBOYGAN;

Defendants.

Case No. 13-CV-0384
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than $5,000.00

ORDER ADDING TO JUDGMENT

That Plaintiff, by its attorneys, O'Dess and Associates, S.C. has incurred additional costs and disbursements involved in the above action and that the plaintiff herein is entitled to said additions to judgment since entry of judgment of foreclosure as follows:

Judgment entered on July 22, 2013	$70,726.93
Additions:	
Partial Additional Interest	$1,289.60
TOTAL ADDITIONS	$1,289.60
TOTAL JUDGMENT PLUS ADDITIONS	$72,016.53

CLERK CIRCUIT COURT
FILED
2013 NOV 13 A 10:31
SHEBOYGAN COUNTY, WISCONSIN

Now, therefore, pursuant to the judgment entered in the above-entitled action,

IT IS HEREBY ORDERED AND ADJUDGED that said judgment be and the same is hereby increased by the sum of $1,289.60, being partial additional interest from the date of judgment, bringing the total judgment to $72,016.53 and the said judgment in all other respects be and the same is hereby confirmed.

Dated this 13th day of November 2013

BY THE COURT:

Hon. Terence T. Bourke
Circuit Court Judge
Circuit Court Case No 13-CV-0384

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Kimberly M. Meadows, Paralegal, at O'Dess and Associates, S.C., being first duly sworn on oath, says that on the 21 day of November 2013, she mailed, properly enclosed in a postpaid envelope a copy of the Notice of Entry of Orders in the above entitled action, addressed to the following named persons at the proper post office addresses set forth:

KAREN KUHLMAN and JOHN DOE,
unknown spouse of Karen Kuhlman,
1208 South 17th Street
Sheboygan, Wisconsin 53081

Attorney Richard Hahn
903 North Sixth Street
Sheboygan, WI 53081

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081

Tenants / Occupants
1408-1410 Lincoln Avenue
Sheboygan, WI 53081

Kimberly M. Meadows

Subscribed and sworn to before me
this 21 day of November 2013.

M. Abigail O'Dess
Notary Public, State of Wisconsin
My Commission is Permanent.

VI

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

Your Committee to whom was referred R. O. No. 40-13-14 by the City Clerk submitting an Amended Summons and Amended Complaint in the matter of HSBC Bank USA vs. Rita A. Smith et al.; recommends that the document be placed on 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

4.5

R. O. No. 40 - 13 - 14. By CITY CLERK. June 3, 2013.

Submitting an Amended Summons and Amended Complaint in the matter of HSBC Bank USA vs. Rita A. Smith et al.

Finance

File

Susan Richards

City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

HSBC Bank USA, National Association as Trustee
for Wells Fargo Home Equity Asset-Backed
Securities 2004-2 Trust, Home Equity
Asset-Backed Certificates, Series 2004-2
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Rita A. Smith a/k/a Rita Alicia Camano
1222A Huron Ave
Sheboygan, WI 53081-3348

John Doe Smith
1222A Huron Ave
Sheboygan, WI 53081-3348

Defendants,

City of Sheboygan, Department of City
Development
828 Center Ave
Sheboygan, WI 53081-4442

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

Discover Bank
502 E Market St
Greenwood, DE 19950-9700

Fifth Third Bank
601 Abbot Rd
East Lansing, MI 48823-3366

Added Defendants.

AMENDED SUMMONS

Case No. 13-CV-0052

The Honorable
Timothy M. Van Akkeren

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

MW 29 May 13

CLERK CIRCUIT COURT
FILED
2013 MAY 20 A 10:53
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 amended complaint, which is attached, states the nature and basis of the legal action.

SCANNED TO: ATTY'S OFFICE, JIM AMODEO, LARUIE SUHRKE, BARB OLM
5-30-13

Within 20 days of receiving this amended 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 amended 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 amended complaint, and you may lose your right to object to anything that is or may be incorrect in the amended 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 15th day of May, 2013

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

By: _____

Daniel Borck
State Bar No. 1033956
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
033256F02

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

HSBC Bank USA, National Association as Trustee for Wells Fargo Home Equity Asset-Backed Securities 2004-2 Trust, Home Equity Asset-Backed Certificates, Series 2004-2
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Rita A. Smith a/k/a Rita Alicia Camano
1222A Huron Ave
Sheboygan, WI 53081-3348

John Doe Smith
1222A Huron Ave
Sheboygan, WI 53081-3348

Defendants,

City of Sheboygan, Department of City Development
828 Center Ave
Sheboygan, WI 53081-4442

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

Discover Bank
502 E Market St
Greenwood, DE 19950-9700

Fifth Third Bank
601 Abbot Rd
East Lansing, MI 48823-3366

Added Defendants.

AMENDED COMPLAINT

Case No. 13-CV-0052

The Honorable
Timothy M. Van Akkeren

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

CLERK CIRCUIT COURT
2013 MAY 20 A 10:53

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 Rita A. Smith a/k/a Rita Alicia Camano.

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 $82,101.52 together with interest from the 1st day of September, 2012.

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 added defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the added 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 Smith has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Rita A. Smith a/k/a Rita Alicia Camano.

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 the plaintiff from the mortgagor defendants 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.

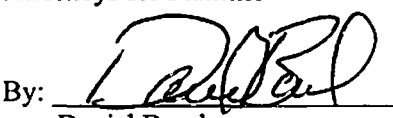
4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

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 15th day of May, 2013.

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

By: 

Daniel Borck
State Bar No. 1033956
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.

NOTE

Loan Number: [redacted]

APRIL 30, 2004 (Date) | WAUKESHA (City) | WISCONSIN (State)

1222 HURON AVE, SHEBOYGAN, WISCONSIN 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 92,800.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FIRST CHOICE MORTGAGE, A WISCONSIN CORPORATION (CFL # 596). 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 6.750 %.

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 a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JUNE 1 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on MAY 1 2034, 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 W229 N1433 WESTWOOD DRIVE, SUITE 103, WAUKESHA, WISCONSIN 53186 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. $ 601.90.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep

the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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

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

Rita A. Smith (Seal)
RITA A. SMITH -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Pay to the order of
WELLS FARGO BANK, N.A.
without recourse
this 4 day of 5/04

_____ (Seal)
-Borrower

Thomas J. Ender V.P. Mtg. Banking
First Choice Mortgage
W229 N1433 Westwood Dr. Suite 103
Waukesha, WI 53186

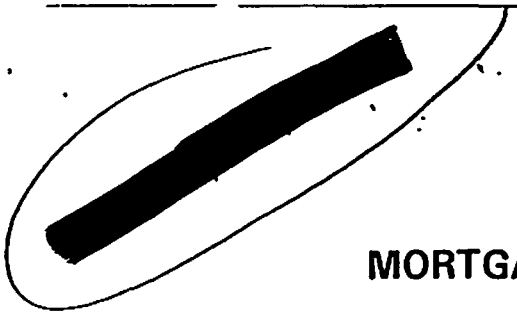
_____ (Seal)
-Borrower

[Sign Original Only]

WI32503.not

EXHIBIT A

WF



1732964

SHEBOYGAN COUNTY, WI
RECORDED ON

05/11/2004 12:22PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 39.00
TRANSFER FEE:

STAFF ID 8
TRANS # 42828

OF PAGES: 15

MORTGAGE

Document Number: Loan Number: RITASMITH

Return Address: FIRST CHOICE MORTGAGE
W229 N1433 WESTWOOD DRIVE, SUITE 103
WAUKESHA, WISCONSIN 53186

Parcel I.D. Number: 59281700470

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated APRIL 30, 2004, together with all Riders to this document.
(B) **"Borrower"** is RITA A. SMITH, AN UNMARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is FIRST CHOICE MORTGAGE

Lender is a CORPORATION organized and existing under the laws of WISCONSIN
Lender's address is W229 N1433 WESTWOOD DRIVE, SUITE 103, WAUKESHA, WISCONSIN 53186
Lender is the mortgagee under this Security Instrument.
(D) **"Note"** means the promissory note signed by Borrower and dated APRIL 30, 2004
The Note states that Borrower owes Lender NINETY TWO THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. $92,800.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2034
(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]:*

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	

(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.

Borrower Initials: Rita A. S

(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. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of SHEBOYGAN :

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

THE EAST 42 FEET OF THE SOUTH 50 FEET OF LOT 8 AND THE WEST 48 FEET OF THE SOUTH 50 FEET OF LOT 9, BLOCK 24, ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
A.P.N. #: 59281700470

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which currently has the address of 1222 HURON AVE

[Street]

SHEBOYGAN , Wisconsin 53081 ("Property Address"):

[City] [Zip Code]

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

Borrower Initials: _____ _____

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require

Borrower Initials: _____ _____

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

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

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

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

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

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

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

Borrower Initials: _____ _____

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance

Borrower Initials: _____ _____ _____ _____ _____ _____

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

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

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

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

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

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

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

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

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

Borrower Initials: _____ _____

EXHIBIT B

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

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

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

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

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

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

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed

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Legibility Impaired

as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment

Borrower Initials: _____ _____

Legibility Impaired

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

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance

Borrower Initials: _____ _____

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

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

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

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

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

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

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

Borrower Initials: _____ _____ _____ _____ _____ _____

EXHIBIT B

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.

RITA A. SMITH (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Witness:

Witness:

[Space Below This Line For Acknowledgment]

State of Wisconsin
County of SHEBOYGAN

This instrument was acknowledged before me on APRIL 30, 2004
by RITA A. SMITH

DEBORAH E. MIKUSH NOTARY PUBLIC STATE OF WISCONSIN

(Seal)

Deborah E. Mikush Notary Public
DEBORAH E. MIKUSH

My commission expires: 08/05/06

This instrument was drafted by:
HOLLY KRECKLE

Loan Number: [redacted]

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 30th day of APRIL, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST CHOICE MORTGAGE, A WISCONSIN CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1222 HURON AVE, SHEBOYGAN, WISCONSIN 53081
[Property Address]

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

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

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

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

Borrower Initials: _____ _____

EXHIBIT B

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

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

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

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

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

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

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

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

Borrower Initials: _____ _____

EXHIBIT B

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

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

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

RITA A. SMITH (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

EXHIBIT B

SCHEDULE B

Commitment Number:

i. Rights of the spouse of Rita A. Smith a/k/a Rita Alicia Camano, if married, and if the property is homestead or marital property.

j. Federal Tax Liens, if any, against the spouse of Rita A. Smith a/k/a Rita Alicia Camano, if married, and if the property is homestead or marital property.

k. Minerals, Mineral rights, drainage rights, easements, restrictions, covenants, party wall agreements, and conditions of record, any assessments arising from membership in and/or use of area subject to assessment by homeowner's association or similar body, including but not limited to any of the foregoing cited in this commitment/policy.

l. Public or private rights, if any, in such portion of the insured premises as may be used, laid out, platted, dedicated or reserved in any manner for street and/or alley and/or highway purposes and/or lying below the ordinary high water mark of any adjacent body of water or stream.

m. A Mortgage from Rita A. Smith, an unmarried woman to First Choice Mortgage in the original amount of $92,800.00.
Dated: April 30, 2004 Recorded: May 11, 2004
Document No: 1732964

The foregoing mortgage has been assigned to HSBC Bank USA, National Association, as Trustee for Wells Fargo Home Equity Trust 2004-2, by mesne assignments.
Dated: January 4, 2012 Recorded: January 9, 2012
Document No: 1937187

n. A Mortgage from Rita A. Smith to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081 in the original amount of $4,838.00.
Dated: November 9, 2004 Recorded: February 2, 2005
Document No: 1756879

o. Judgment Case: 09CM1473
Docketed: May 20, 2010
Debtor: Rita A. Smith
Creditor: Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692
Amount: $248.00

p. Order for Change of Name, Rita Alicia Smith a/k/a Rita Alicia Camano.
Dated: September 13, 2004 Recorded: September 13, 2004
Document No: 1744851 (Copy attached)

LIEN REPORT

SCHEDULE B

Commitment Numbei

q. Judgment Case: 11CV242
Docketed: April 13, 2011
Debtor: Rita A. Smith
Creditor: Discover Bank, PO Box 3025, New Albany, OH 43054
Amount: $5,677.42
Attorney: Jonathan J. Cattey

r. Judgment Case: 11CV352
Docketed: August 29, 2011
Debtor: Rita A. Smith
Creditor: Fifth Third Bank, 1830 East Paris Avenue SE, Grand Rapids, MI 49546
Amount: $43,403.57
Attorney: Melissa A. Fitzgerald

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

Covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

LIEN REPORT

VI

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

Your Committee to whom was referred R. O. No. 65-13-14 by the City Clerk submitting an Amended Summons in the matter of Community Bank and Trust vs. Maria A. Mulvaney et al.; recommends that the document be placed on 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

Other Matters

8.5

R. O. No. 65 - 13 - 14. By CITY CLERK. July 1, 2013.

Submitting an Amended Summons in the matter of Community Bank and Trust vs Maria A. Mulvaney et al.

Susan Richards

City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

FORECLOSURE - 30404

COMMUNITY BANK & TRUST
604 NORTH 8TH STREET
SHEBOYGAN, WI 53081

Plaintiff,

-vs-

Case No. 13 CV 0360

MARIA A. MULVANEY
540 FAIRWAY DRIVE
SHEBOYGAN, WI 53081

and

THOMAS G. MULVANEY
540 FAIRWAY DRIVE
SHEBOYGAN, WI 53081,

Defendants.

CLERK CIRCUIT COURT
FILED
'13 JUN 26 P2:58
SHEBOYGAN COUNTY
WISCONSIN

INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.
2901 BUTTERFIELD ROAD
OAK BROOK, IL 60523,

INLAND REAL ESTATE DEER TRACE, LLC.
2901 BUTTERFIELD ROAD
OAK BROOK, IL 60523,

CITIBANK, N.A.
701 EAST 60TH STREET NORTH
SIOUX FALLS, SD 57117,

and

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Added Defendants.

6/28/13 3:15 P.m.
Served the City Clerk
of the City of Sheboygan
by serving Deputy
City Clerk Linda
Schroeder

AMENDED SUMMONS

THE STATE OF WISCONSIN

Scanned: Attys office, Jim Arnsted, Barb Olm, Laurie Suhrke 7-1-13

To each person named above as Added Defendants:

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

Within twenty (20) days of receiving this Amended Summons you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Notice of Object of Action. 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 Sixth Street, Sheboygan, Wisconsin 53081, and to Holden & Hahn, S.C., plaintiff's attorneys, whose address is 903 North Sixth Street, 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 Notice of Object of Action or you may lose your right to object to anything that is or may be incorrect in the Notice of Object of Action. 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 June, 2013.

HOLDEN & HAHN, S.C.

Richard Hahn
Attorney for Plaintiff
State Bar No.: 1019020
903 North Sixth Street
Sheboygan, WI 53081
Telephone No.: (920) 458-0707

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

FORECLOSURE - 30404

COMMUNITY BANK & TRUST
604 NORTH 8TH STREET
SHEBOYGAN, WI 53081

Plaintiff,

-vs-

NOTICE OF OBJECT OF ACTION
Case No. 13 CV 0360

CLERK CIRCUIT COURT
FILED
'13 JUN 26 P2:58
SHEBOYGAN COUNTY
WISCONSIN

MARIA A. MULVANEY
540 FAIRWAY DRIVE
SHEBOYGAN, WI 53081

and

THOMAS G. MULVANEY
540 FAIRWAY DRIVE
SHEBOYGAN, WI 53081,

Defendants.

INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.
2901 BUTTERFIELD ROAD
OAK BROOK, IL 60523,

INLAND REAL ESTATE DEER TRACE, LLC.
2901 BUTTERFIELD ROAD
OAK BROOK, IL 60523,

CITIBANK, N.A.
701 EAST 60TH STREET NORTH
SIOUX FALLS, SD 57117,

and

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Added Defendants.

THE STATE OF WISCONSIN TO:

INLAND COMMERCIAL PROPERTY MANAGEMENT, INC.
2901 BUTTERFIELD ROAD
OAK BROOK, IL 60523,

INLAND REAL ESTATE DEER TRACE, LLC.
2901 BUTTERFIELD ROAD
OAK BROOK, IL 60523,

CITIBANK, N.A.
701 EAST 60TH STREET NORTH
SIOUX FALLS, SD 57117,

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

YOU ARE HEREBY NOTIFIED:

1. That an action has been commenced and is now pending in the above-named Court, in favor of the plaintiff and against the above-named defendants.

2. That one of the objects of said action is to foreclose a Real Estate Mortgage bearing date of July 26, 2004, which Mortgage was recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on September 30, 2004 at 2:32 p.m. as Document Number 1746347.

3. The real estate subject to this foreclosure lawsuit is described as follows:

> The South 13 Feet of Lot Five (5) and the North 60 Feet of Lot Six (6), in Block Three (3), of Fairway Hills Subdivision to the City of Sheboygan, Sheboygan County, Wisconsin.
>
> Parcel No. 59281-207810
>
> Physical Address: 540 Fairway Drive, Sheboygan, WI 53081.

4. It has been discovered that the additional defendants to this lawsuit identified in the Letter Report of Sheboygan County Abstract Company, appended hereto and marked

as Exhibit A, may have some interest in and to the subject real estate by virtue of judgment liens or other encumbrances identified in the Letter Report, but that said interest of these additional defendants in and to the real estate, which is the subject of this foreclosure action, is subordinate to the plaintiff's Mortgage and shall be foreclosed by this lawsuit.

5. That no personal claim is being made against you.

6. That upon request, and within the time limits fixed within the Amended Summons, a copy of the Complaint will be served upon you.

Dated at Sheboygan, Wisconsin, this 24th day of June, 2013.

HOLDEN & HAHN, S.C.

Richard Hahn
Attorney for Plaintiff
State Bar No.: 1019020
903 North Sixth Street
Sheboygan, WI 53081
Telephone No.: (920) 458-0707

SHEBOYGAN COUNTY ABSTRACT COMPANY

Number ONE in Service
819 North 6th Street
Sheboygan, Wisconsin 53081
Phone (920) 457-5925 Fax (920) 457-6370

June 21, 2013

Attorney Richard B. Hahn
Holden & Hahn, S.C.
903 North 6th Street
Sheboygan, Wisconsin 53081

Re: MULVANEY, Maria A. and Thomas G.
540 Fairway Drive, Sheboygan, Wisconsin 53081

At your request, we have searched the real property records of the Sheboygan County Register of Deeds, the real property records of the Sheboygan County Treasurer, the judgment docket of the Sheboygan County Clerk of Courts and the Child Support Lien Index of the Wisconsin Department of Children and Families, all with specific regard to the premises which is legally described as:

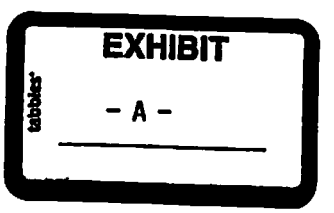
The South 13 feet of Lot Five (5) and the North 60 feet of Lot Six (6), in Block Three (3), of Fairway Hills Subdivision to the City of Sheboygan, Sheboygan County, Wisconsin;
(NOTE: Notwithstanding the variances in wording in the legal description set forth above and in the various recorded documents referenced in this report, each of those documents has been correctly indexed/tracted by the Register of Deeds and the various versions/wordings of the legal description therein all meet the current indexing standards of said Register of Deeds for correct indexing/tracting purposes)

and we find vesting as follows:

THOMAS G. MULVANEY, by virtue of a Quit Claim Deed recorded in Volume 1262 of Records on page 604 as Document Number 1365634, an Abridgment of Judgment of Divorce recorded in Volume 1262 of Records on page 603 as Document Number 1365633 and a Warranty Deed recorded in Volume 1173 of Records on page 18 as Document Number 1220845;

subject to the following matters of record:

REAL ESTATE MORTGAGE executed by THOMAS G MULVANEY and MARIA A MULVANEY, husband and wife, to COMMUNITY BANK & TRUST recorded as Document Number 1697505 securing the principal sum of $90,000.00; assigned to SUNTRUST MTG INC by Document Number 1697506.
(NOTE: Lis Pendens in Sheboygan County Circuit Court Case No. 2010CV001122 was recorded as Document Number 1909554.)



MORTGAGE (With Future Advance Clause) executed by THOMAS G. MULVANEY and MARIA A. MULVANEY, husband and wife, to COMMUNITY BANK & TRUST recorded as Document Number 1746347 securing the Maximum Obligation Limit of $55,000.00;
(NOTE: Lis Pendens in Sheboygan County Circuit Court Case No. 2013CV000360 was recorded as Document Number 1968182.)

JUDGMENT in Sheboygan County Circuit Court Case Number 2009CV001576 in favor of COMMUNITY BANK & TRUST which was docketed against THOMAS G. MULVANEY and MARIA A. MULVANEY on February 15, 2010 at 12:52 PM in the amount of $45,513.48.

JUDGMENT in Sheboygan County Circuit Court Case Number 2010SC000721 in favor of INLAND COMMERCIAL PROPERTY MANAGEMENT INC and INLAND REAL ESTATE DEER TRACE LLC, both at 2901 Butterfield Road, Oak Brook IL 60523, which was docketed against THOMAS G. MULVANEY, MARIA A. MULVANEY and THE DORY GIFT SHOP on July 8, 2010 at 4:30 PM in the amount of $34,151.50.

JUDGMENT in Sheboygan County Circuit Court Case Number 2010CV000535 in favor of CITIBANK NA, 701 East 60th Street North, Sioux Falls SD 57117 which was docketed against THOMAS G. MULVANEY on January 21, 2011 at 8:43 AM in the amount of $21,247.32.

JUDGMENT in Sheboygan County Circuit Court Case Number 2013CV001117 in favor of CITY OF SHEBOYGAN PROPERTY TAXES which was docketed against THOMAS G. on June 11 2013 at 2:31 PM in the amount of $1,444.83.
(NOTE: Docketed after the recording date of the Lis Pendens, but would affect the subject premises in the event a Deed in Lieu is recorded)

Five (5) foot Public Utility Easement adjacent to the Westerly lot lines as shown on the plat of Fairway Hills Subdivision recorded in Volume 9 of Plats on page 46.

Real property taxes for the year 2012 in the amount of $3,659.10 (before Lottery Credit and First credit) are paid in full; real property taxes for 2011 and preceding years have been paid in full, all on tax key number 59281207810.

We find no docketed liens or judgments of record (except as shown above) against:

THOMAS G. MULVANEY

THE INFORMATION INCLUDED IN THIS REPORT IS LIMITED TO THE DOCUMENTS SET FORTH HEREIN AND SUBJECT TO THE DISCLAIMER ATTACHED HERETO AND MADE PART HEREOF BY REFERENCE. THIS IS NOT A COMMITMENT FOR NOR A POLICY OF TITLE INSURANCE AND THE LIABILITY OF THE UNDERSIGNED IS LIMITED TO THE FEE CHARGED FOR THIS REPORT.

The effective date of this search is June 14, 2013 at 8:00 A.M.

SHEBOYGAN COUNTY ABSTRACT COMPANY,

Eugene J. Hickey,
President

Enc.: Copies of referenced vesting and pertinent pages of referenced encumbrance documents, copy of Court File print of 'first' mortgage foreclosure file, current real estate tax information print and copy of plat with enlargement of subject parcel area.

NOTE: At the effective date of search above, there is/are one docketed Small Claims Judgment, one undocketed Civil Judgment and two Federal Tax Liens of record against MARIA A. MULVANEY, the co-mortgagor/non-vested spouse of vestee/co-mortgagor, THOMAS A. MULVANEY – there is no pending divorce action involving the vestee.

VI

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

Your Committee to whom was referred R. O. No. 172-13-14 by the City Clerk submitting a Notice of Receiver's Motions in the case of Amon & Sons, et al., for approval of auctioneer, agreement with auctioneer and approval of auction to sell aggregate and sand inventory free and clear of all liens, claims and encumbrances; recommends that the document be placed on 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

4.2

R. O. No. 172- 13 - 14. By CITY CLERK. November 4, 2013.

Submitting a Notice of Receiver's Motions in the case of Amon & Sons, Et Al for approval of auctioneer, approval of agreement with auctioneer, and approval of auction to sell aggregate and sand inventory free and clear of all liens, claims and encumbrances.

Finance

File

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-363
Case Code: 30304

In re:

AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-365
Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Assignor.

Case No.: 13-CV-364
Case Code: 30304

FILED
OCT 17 2013
WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLEY

In re:

LAKE MILLS BLACKTOP, INC.,

Assignor.

Case No.: 13-CV-366
Case Code: 30304

NOTICE OF RECEIVER'S MOTIONS FOR APPROVAL OF AUCTIONEER, APPROVAL OF AGREEMENT WITH AUCTIONEER, AND APPROVAL OF AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Motion").

HEARING ON MOTION

A hearing will be held on the Motion on October 31, 2013, at 9:00 a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

If you want to file an Objection to the Motion, you or your attorney must:

- **File a written Objection on or before 5 p.m. October 29, 2013, explaining the factual and legal basis for your position, at the following address:**

  Honorable Phillip A. Koss
  Walworth County Judicial Center
  1800 Cty Tk NN
  Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

  Attorney James W. McNeilly, Jr.
  Carlson Dash, LLC
  10411 Corporate Drive, Suite 100
  Pleasant Prairie, WI 53158
  (262) 857-1619 Fax
  JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 17th day of October, 2013.

By: _____
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC., Case No.: 13-CV-363
Case Code: 30304

Assignor.

In re:

AMON & SONS, INC., Case No.: 13-CV-365
Case Code: 30304

Assignor.

FILED
OCT 17 2013
WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLEY

In re:

AMON LAND COMPANY, LLC, Case No.: 13-CV-364
Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC., Case No.: 13-CV-366
Case Code: 30304

Assignor.

RECEIVER'S MOTIONS FOR APPROVAL OF AUCTIONEER, APPROVAL OF AGREEMENT WITH AUCTIONEER, AND APPROVAL OF AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WITH ALL SECURITY INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Ronald M. Carlson, Esq. (the "Receiver") as WIS. STAT. CHAPTER 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order authorizing the Receiver to enter into an Agreement with Great Lakes Auction Co., Inc.(the "Auctioneer"), to sell aggregate and sand inventory owned by the Debtors, at auction, free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances to attach to the proceeds of sale in the order of their priority, as set forth below (the "Motions"). In support of the Motions, the Receiver alleges as follows.

BACKGROUND

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtors are the owner of aggregate and sand inventory (the "Property").

3. The Receiver has retained the Auctioneer, to market, auction, and sell the Property at an auction, as more particularly described in the agreement with the Auctioneer attached (the "Auction Sale Agreement").

4. Under the circumstances, the Receiver believes that an auction is the best method by which to maximize the sale price of the Property, because there are several parties interested in purchasing the Property and the Receiver believes an auction will result in the highest net proceeds.

5. That therefore, the Auction is in the best interests of all creditors and parties-in-interest of the Debtors.

6. Hometown Bank ("Hometown") has a properly perfected first priority lien on all of the Property and is owed at least $7,084,440.50 as of September 12, 2013.

7. The Property will be sold free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances to attach to the proceeds of sale in the same order and priority as they existed prior to the sale.

9. Under the circumstances, the Receiver believes that approval of the Auctioneer, the Auction Sale Agreement, and the auction process are all in the best interest of the Debtors' creditors and recommends approval of the same.

10. Hometown has consented to the sale of the Property pursuant to the terms of the Auction Sale Agreement.

11. The Receiver requests authority to pay the fees and costs of the Auctioneer, as set forth in the Auction Sale Agreement; and

12. The net proceeds of the sale are proposed to be disbursed to Hometown Bank.

WHEREFORE, the Receiver requests that the Court approve:

A. Great Lakes Auction Co., Inc.as the auctioneer;

B. The Auction Sale Agreement;

C. The Auction;

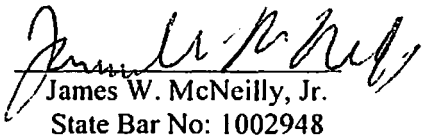
D. The sale of the Property at the auction free and clear of all liens, claims and encumbrances, with any and all liens, claims and encumbrances attaching to the proceeds of the sale in the same order and priority as they existed prior to the sale;

E. The payment of the Auctioneers fees and other costs;

F. The payment of the net proceeds to Hometown Bank; and

G. For and such other and further relief and the Court deems appropriate under the circumstances.

Dated this 11th day of October, 2013.

By: 
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

GREAT LAKES
AUCTION CO.
INCORPORATED

9100 N. 107th Street
Milwaukee, WI 53224
Office 414-371-1552
Fax 414-371-1556

October 4, 2013

Mr. Ronald M. Carlson
Principal and Managing Director
Forseti Consulting, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

Re: Online Auction Proposal – Construction Material Auction (Bulk Pile Sale)

Dear Mr. Carlson:

Pursuant to your request, Great Lakes Auction Co., Inc. is pleased to submit the following proposal for the auction sale of the aggregate and sand inventory located at the Potter Road and Bowers Road stone pits in Elkhorn, Wisconsin. Due to the demand for similar inventories on the market, an on-line auction is considered to be the best marketing process to gain proper exposure for the assets available for sale. This process also allows us to individually monitor all items being sold in order to produce the greatest return given the market conditions.

ADVERTISING

Great Lakes will implement a comprehensive marketing program properly advertising the assets in order to attract qualified buyers. Newspaper advertising will include ads to be placed in Western Builder and The Daily Reporter, contractors trade publications, and The Milwaukee Journal/Sentinel. Newspaper advertising is the most costly component of any liquidation; however, it is the most direct and widely viewed source of advertising. Internet advertising will also be incorporated in our advertising package in order to further enhance the visibility of this auction.

Our current, continually updated database contains contact names, addresses, and telephone numbers of buyers specifically interested in the type of assets offered for sale. In addition, Great Lakes will incorporate an effective telemarketing program. Auction personnel will personally contact potential buyers whom we feel will be especially interested in the type of assets being sold. Our extensive network of industry contacts and repeat customers has proven successful in providing positive leads.

SET-UP AND PREPARATION

This sale will be conducted and represented to potential buyers that they are responsible for material removal. We will supply potential buyer with estimates on weights and descriptions of the assets being sold. Each pile of material will be offered as a bulk lot putting the emphasis on the buyers to determine the lots weight and the cost associated with the removal from the auction site with in the specified time period.

INSURANCE AND LIABILITY

To safeguard clients from liabilities associated with conducting the sale, Great Lakes requires that buyers sign and acknowledge our disclaimer. In short, our disclaimer states that all assets are being sold "as is, where is," with no warranties or representation as to the condition or operability of the assets. Further, site attendees are responsible for their own personal safety while on the premises, before, during, and after the sale. Immediately upon acceptance of a successful bid, it becomes the buyer's responsibility to insure the asset against fire, damage, theft, etc.

COMMISSION CONTRACT

We propose our fee for conducting this auction will be a TEN percent (10%) buyers paid commission, plus direct expenses incurred as a result of the sale. Said expenses will include all advertising, sale administration, and labor associated with the sale of the inventory. We estimate said expenses to be $8,000.00-$12,000.00.

PAYMENT AND RECORDKEEPING

Great Lakes Auction Co., Inc. requires no expense retainer as all expenses incurred are deducted from the gross proceeds prior to remitting funds to the client. The net proceeds will be remitted in full within 14 business days following the final day of the liquidation, assuming we are not served any third-party levies. It has been our practice to remit funds via a business check; however, wire transfer is also available. In addition, Great Lakes will submit a detailed breakdown of all reimbursed expenses, along with a sales list of all loads being purchased. Copies of all records, invoices and receipts will remain on file in our office, and you are welcome to inspect these documents at any time. All applicable sales taxes will be collected at the time of purchase and remitted to the State of Wisconsin in accordance with the terms of our seller's permit.

This proposal is based upon the assumption that any and all assets committed for sale must remain available for sale due to the fact that our reputation with buyers demands that we accurately represent the composition of the sale to our customers. In addition, it has been represented to Great Lakes Auction Co., Inc. by the undersigned that all assets will be offered for sale free of all liens and encumbrances. Any legal fees incurred as a result of obtaining clear title or lien releases are exclusive of the estimated expenses quoted above and will be incurred by the client.

If this proposal is acceptable to you, please sign and date the original and return it to Great Lakes in the enclosed envelope. You may retain the copy for your files. Should you have any questions regarding this proposal, please do not hesitate to call. We look forward to working with you on this project.

Very truly yours,

GREAT LAKES AUCTION CO., INC.

Joel J. Cielak
President

JJC:clc
Enclosures

ACCEPTED BY:

_____ _____

Ronald M. Carlson, Receiver Date
Forseti Consulting, LLC

STATE OF WISCONSIN	CIRCUIT COURT	WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-363
Case Code: 30304

In re:

AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-365
Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Assignor.

Case No.: 13-CV-364
Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Assignor.

Case No.: 13-CV-366
Case Code: 30304

ORDER APPROVING AUCTIONEER, APPROVING AGREEMENT WITH AUCTIONEER, APPROVING AUCTION TO SELL AGGREGATE AND SAND INVENTORY FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WITH ALL SECURITY INTERESTS, LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Ronald M. Carlson, Esq. (the "Receiver") as WIS. STAT. CHAPTER 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), having filed with this Court the Receiver's Motions For Approval Of Auctioneer, Approval Of Agreement With Auctioneer, And Approval Of Auction To Sell Aggregate and Sand Inventory Free And Clear Of All Liens, Claims And Encumbrances, (the "Auction Motions") as well as the Auction Sale Agreement between Great Lakes Auction Co., Inc.("Auctioneers") and himself, as Receiver (the "Auction Sale Agreement"), and the Court having found cause to enter the following Order after being fully advised in the premises;

The Court hereby finds and concludes as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Recitals and provisions in the Auction Motions are true and correct.

2. Good cause exists for the entry of an Order approving the Auctioneer, the Auction Sale Agreement and the Auction pursuant to the Auction Sale Agreement, to sell the aggregate and sand inventory owned by the Debtors free and clear of all liens, claims and encumbrances, as the auction process will maximize the net return on the liquidation of the Property and further is in the best interests of the Debtors, their creditors and the estate.

3. This Court has jurisdiction over this case pursuant to the Wisconsin Statutes.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. That the Auction Motions be and hereby are granted.

2. That the terms and conditions of the Auction Sale Agreement executed by and between the Receiver and the Auctioneers is hereby authorized and adopted and made the Order of this Court and incorporated herein by reference as though fully set forth in this Order.

3. Receiver is hereby authorized to enter into the Auction Sale Agreement and perform under the Auction Sale Agreement in all respects and execute such documents and take such other actions as may be necessary to consummate the agreements and transactions set forth therein and contemplated thereby.

4. The Auctioneer shall be entitled to rely upon this Order and the Auction Sale Agreement in all respects.

Dated this ___ day of _____, 2013.

BY THE COURT:

_____

Honorable Phillip A. Koss
Circuit Court Judge

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-363
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In re:

AMON & SONS, INC.,

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Case No.: 13-CV-365
Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Assignor.

Case No.: 13-CV-364
Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Assignor.

Case No.: 13-CV-366
Case Code: 30304

FILED
OCT 17 2013
WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLEY

NOTICE OF RECEIVER'S MOTION FOR ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA, THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the above described Motion with the Court herein (the "Sale Motion").

HEARING ON MOTION

A hearing will be held on the Sale Motion on October 31, 2013, at 9:00 a.m., before the Honorable Phillip A. Koss, in his courtroom at the following address:

Walworth County Judicial Center
1800 Cty Tk NN
Elkhorn, WI 53121

OBJECTION

- **File a written Objection on or before 5 p.m., October 29, 2013, explaining the factual and legal basis for your position, at the following address:**

  Honorable Phillip A. Koss
  Walworth County Judicial Center
  1800 Cty Tk NN
  Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

  Attorney James W. McNeilly, Jr.
  Carlson Dash, LLC
  10411 Corporate Drive, Suite 100
  Pleasant Prairie, WI 53158
  (262) 857-1619 Fax
  JMcNeilly@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Sale Motion.**

If you or your attorney do not take these steps, the Motion will likely be approved by the Court.

Dated this 17th day of October, 2013.

By: _____
James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC., Case No.: 13-CV-363
Case Code: 30304

Assignor.

In re:

AMON & SONS, INC., Case No.: 13-CV-365
Case Code: 30304

Assignor.

In re:

FILED
OCT 17 2013
WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLEY

AMON LAND COMPANY, LLC, Case No.: 13-CV-364
Case Code: 30304

Assignor.

In re:

LAKE MILLS BLACKTOP, INC., Case No.: 13-CV-366
Case Code: 30304

Assignor.

RECEIVER'S MOTION FOR ENTRY OF AN ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA, THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Ronald M. Carlson, Esq. (the "Receiver"), as Wis. Stats. Chapter 128 Receiver of B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (collectively, the "Debtors"), hereby moves the Court for entry of an Order approving the sale of certain property of the Debtors, free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel, with any and all Liens to attach to the proceeds of sale in the order of their priority, and for authority to disburse the sale proceeds (the "Sale Motion"). In support of this Motion, the Receiver alleges as follows:

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the Debtors pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtors are the owners of certain property, (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (the "Offers").

3. The Receiver has received offers to purchase the Property from Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, (the "Buyers"), on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. None of the Buyers have ever been officers, directors, employees, members or shareholders of any of the Debtors.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, the sales are in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed at least $7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority, except as set forth in paragraph 10 below.

10. With regards to the property being sold to Peggy A. Hayenga and Clayton B. Fiegel by Land Contract, (a) the property will not be sold free and clear of the mortgages on the property to Hometown Bank, and the same will be released as provided in the Land Contract, (b) after execution of the Land Contract, the Receiver intends to transfer the down payment made therein and assign his interest Land Contract to Hometown Bank and execute a deed-in-lieu of foreclosure for such property, and (c) when the time comes for the deed in satisfaction of the land contract to be provided if there are any Liens of Amon Land Company LLC that must be released to provide title as promised in the land contract, the purchasers and/or vendor may petition this Court for such relief as is necessary to remove such Liens and provide title as promised. Additionally, the legal description of the property to be sold to Peggy A. Hayenga and Clayton B. Fiegel has not yet been finalized by survey, but is expected to comport with the graphical depiction attached hereto as Exhibit D.

10. Hometown has consented to the sale of the Property pursuant to the terms of the Offers.

11. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

WHEREFORE, the Receiver moves the Court for entry of an Order approving the sales of the Property pursuant to the terms and conditions of the Offers, free and clear of all Liens, with Liens attaching to the proceeds in the order of their priority (except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph10 above), and for authority to disburse the sale proceeds to Hometown Bank and for such other and further relief as the Court deems appropriate under the circumstances.

Dated this 17th day of October, 2013.

By: _____

James W. McNeilly, Jr.
State Bar No: 1002948
Attorney for Receiver

CARLSON DASH, LLC
10411 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158
262-857-1600- TEL
262-857-1619- FAX
JMcNeilly@carlsondash.com

VACANT LAND OFFER TO PURCHASE

Attorney DRAFTING THIS OFFER ON 10/7/2013 [DATE] IS (AGENT OF SELLER) (~~AGENT OF BUYER~~) (~~BROKER~~) STRIKE TWO

GENERAL PROVISIONS The Buyer, Alvin Susina,
offers to purchase the Property known as [Street Address] See Lines 179 - 181 and attached map
in the Town of LaFayette, County of Walworth,
Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:
PURCHASE PRICE: Three Hundred Seventy Thousand and no/100s
Dollars ($ 370,000.00).
EARNEST MONEY of $ 5,000.00 accompanies this Offer and earnest money of $
will be paid within days of acceptance.
THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14, and the following additional items: NA
ITEMS NOT INCLUDED IN THE PURCHASE PRICE: NA
A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.
ZONING: Seller represents that the Property is zoned NA

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on separate but identical copies of the Offer. ***CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.***

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 16 2013. ***CAUTION: This Offer maybe withdrawn prior to delivery of the accepted Offer.***

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.
(1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any), for delivery to the Party's delivery address at lines 31 or 33.
Seller's recipient for delivery (optional):
Seller's delivery address: Ronald M. Carlson, 10411 Corporate Drive, Suite 100, Pleasant Prairie, WI, 53158
Buyer's recipient for delivery (optional):
Buyer's delivery address: Alvin Susina, W4312 Potter Road, Elkhorn, WI, 53121- 4044
(2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.
(3) By fax transmission of the document or written notice to the following telephone number:
Buyer: ( ) Seller: ( )

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are NA

PLACE OF CLOSING This transaction is to be closed at the place designated by Buyer's mortgagee or as agreed upon by the parties no later than December 1, 2013 unless another date or place is agreed to in writing.

CLOSING PRORATIONS The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges, property owner's association assessments, fuel and NONE. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net general real estate taxes for the preceding year) ( ). STRIKE AND COMPLETE AS APPLICABLE

CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

~~PROPERTY CONDITION PROVISIONS~~

~~PROPERTY CONDITION REPRESENTATIONS: Seller represents to Buyer that as of the date of acceptance Seller has no notice~~ or knowledge of conditions affecting the ~~Property or transaction~~ (see below) other than ~~those identified in~~ Seller's Real Estate Condition Report dated , ~~which was received by Buyer prior to Buyer signing~~ this Offer and which is made a part of this Offer by reference COMPLETE DATE OR ~~STRIKE~~ AS APPLICABLE and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.

EXHIBIT
A

~~A "condition affecting the Property or transaction" is defined as follows:~~

~~(a)~~ planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.

(b) completed or pending reassessment of the Property for property tax purposes;

(c) government agency or court order requiring repair, alteration or correction of any existing condition;

(d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

(e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;

(f) conditions constituting a significant health or safety hazard for occupants of Property;

(g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to gasoline and heating oil which are currently or which were previously located on the Property; ***NOTE: Wis. Adm. Code, Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.***

(h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

(i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

(j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;

(k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

(l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

(m) cisterns or septic tanks on the Property which are currently not servicing the Property;

(n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

(o) a lack of legal vehicular access to the Property from public roads;

(p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

(q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or ~~reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence~~

v PROPERTY DIMENSIONS AND SURVEYS: Buyer acknowledges, that any land dimensions, total square footage/acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other reasons, unless verified by survey or other means. ***CAUTION: Buyer should verify land dimensions, total square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.***

v ISSUES RELATED TO PROPERTY DEVELOPMENT: WARNING: If Buyer contemplates developing Property or a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

v INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

v TESTING: Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

v PRE-CLOSING INSPECTION: At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for changes approved by Buyer.

v PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

FENCES Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes. ***CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.***

DELIVERY/RECEIPT Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).** Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

PROPERTY ADDRESS:

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency deadlines [STRIKE AS APPLICABLE] and all other dates and deadlines in this Offer except: NONE _____. If "Time is of the Essence" applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

DATES AND DEADLINES Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above. CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.

☐ FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.

☐ ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. ***CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.***

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

ADDITIONAL PROVISIONS/CONTINGENCIES

An approximately 66 acre piece of the parcels known as KLF2000001, KLF2000002, and KLF2000002A, as indicated on the attached map, the exact dimensions of which shall be agreed upon by the parties prior to closing. Property is being sold as is, where is, without any warranties or representations, express or implied, other than good title. Seller shall convey the Property by Receivers Deed. This Offer is contingent upon Seller receiving approval from the Walworth County Circuit Court prior to closing. Also, see attached Addendum regarding Pit located on neighboring parcels owned by Seller and road to the Pit.

[X] ADDENDA: The attached **Map and Addendum** is/are made part of this Offer.

TITLE EVIDENCE

v CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, general taxes levied in the year of closing and _____ _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

v FORM OF TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ***CAUTION: IF TITLE EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.***

v PROVISION OF MERCHANTABLE TITLE: Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate. ***CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.***

v TITLE ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

v SPECIAL ASSESSMENTS: Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. ***CAUTION: Consider a special agreement if area assessments, property owner's association assessments or other expenses are contemplated.*** "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

DEFAULT

Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) ~~direct Broker to~~ return the earnest money and have the option to sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In Addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

EARNEST MONEY

v HELD BY: Unless otherwise agreed, earnest money shall be paid to and held BY RECEIVER. ~~in the trust account of the listing broker (buyer's agent if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.~~ ***CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.***

v DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

v LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE: WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. ~~AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.~~**

PROPERTY ADDRESS: _____

OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

☐ PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: _____ _____. This Offer is contingent upon Buyer obtaining the following:

☐ Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed development impossible or significantly increase the costs of such development.

☐ Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a certified soils tester or other qualified expert that indicates that the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private septic system for: _____ [insert proposed use of Property; e.g., three bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

☐ Copies at (Buyer's) (Seller's) STRIKE ONE expense of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 271 to 272.

☐ Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses at (Buyer's) (Sellers) STRIKE ONE expense for the following items related to the proposed development _____

☐ Written evidence at (Buyer's) (Seller's) STRIKE ONE expense that the following utility connections are located as follows (e.g., on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer _____; water _____; telephone _____; other _____

This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied.

[X] MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (~~Seller providing~~) XXXXXXXXXX STRIKE ONE a map of the Property prepared by a registered land surveyor, within 30 days of acceptance, at (Buyer's) XXXXX STRIKE ONE expense. The map shall identify the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: **shall be acceptable to both parties** _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. ***CAUTION: Consider the cost and the need for map features before selecting them.*** The map shall show no significant encroachment(s) or any information materially inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

☐ INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at Buyers expense, of the Property and _____ _____ which discloses no defects as defined below. This contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and void upon timely delivery of the above notice and report. ***CAUTION: A proposed amendment will not satisfy this notice requirement.*** Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

This Offer was drafted on **10/7/2013** [date] by [Licensee and Firm] **Attorney James W. McNeilly, Jr.**

(X) Alvin Stilling _____ 10/10/13
Buyer's Signature Print Name Here: Social Security No. or FEIN Date

(X) _____ _____ _____
Buyer's Signature Print Name Here: Social Security No. or FEIN Date

EARNEST MONEY RECEIPT _____ acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

_____ (By) _____

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(X) David M Carlson Receiver _____ _____
Seller's Signature Print Name Here: Social Security No. or FEIN Date

(X) _____ _____ _____
Seller's Signature Print Name Here: Social Security No. or FEIN Date

This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

THIS OFFER IS REJECTED _____ _____ THIS OFFER IS COUNTERED [See attached counter] _____ _____
Seller Initials Date Seller Initials Date

ADDENDUM TO OFFER TO PURCHASE DATED OCTOBER 7, 2013 BETWEEN

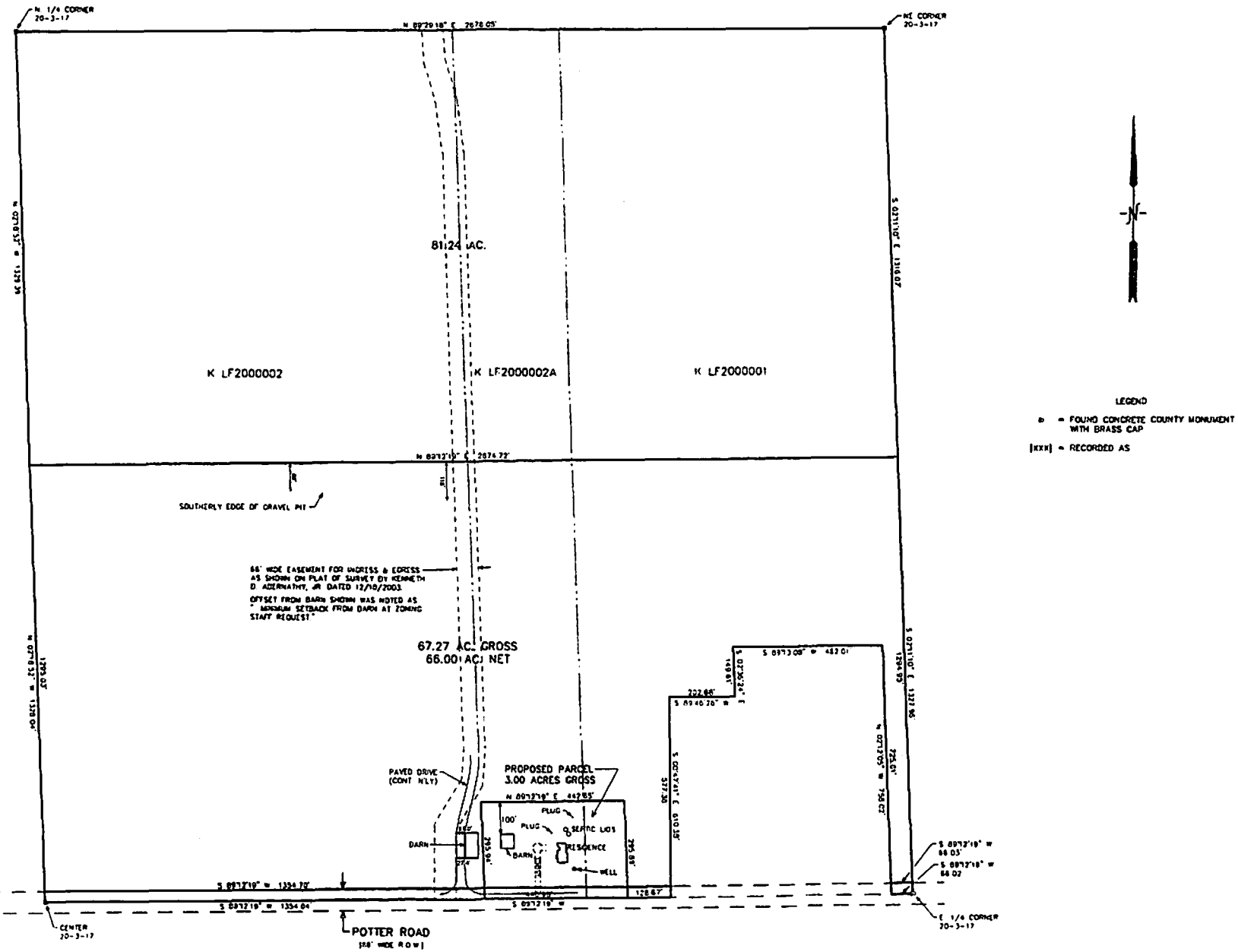
ALVIN SUSINA AND RONALD M. CARLON, ESQ., RECEIVER OF B.R. AMON & SONS, INC.

Buyer acknowledges that there is an active Pit on adjacent parcels owned by Seller, which Pit may be expanded, and Buyer, for himself and his heirs, successors and assigns, hereby waives any objection to such existing operation and also any future usage and expanded operation of the Pit, and shall so acknowledge in the Deed. Seller shall retain a non-exclusive sixty-six (66) foot wide easement for access and egress and utilities on the "Pit road" to run with the land for the benefit of parcels Seller owns and which adjoin the Property being sold hereunder. The owner of the Pit shall be solely responsible for all costs associated with proper easement maintenance and any drive situated thereon.

PROPOSED LOT LINE ADJUSTMENTS

TAX PARCELS K LF2000001, K LF2000002, & K LF2000002A

PART OF ALL 1/4s OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 3 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN



LEGEND

⊙ = FOUND CONCRETE COUNTY MONUMENT WITH BRASS CAP

[XXX] = RECORDED AS

- WORK ORDERED BY -
FORSETH CONSULTING, LLC
10411 CORPORATE DRIVE, SUITE 100
PLEASANT PRAIRIE, WI 53158

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 RODWAY COURT P.O. BOX 437
DELAVAN, WISCONSIN 53115
OFFICE: (262) 723-2068 FAX: (262) 723-5656

REVISIONS

PROJECT NO. 0900

DATE 10/15/2013

SHEET NO 1 OF 1

WB-13 VACANT LAND OFFER TO PURCHASE

~~LICENSEE~~ DRAFTING THIS OFFER ON September 27, 2013 [DATE] ~~IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, Derek A. Brown, offers to purchase the Property known as [Street Address] 98.01+/- ac vacant land Potters Rd in the City of Elkhorn, County of Walworth, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Three Hundred Twenty-One Thousand, One Hundred Twenty-Three Dollars ($ 321,123.00).

■ EARNEST MONEY of $ 2,500.00 ~~accompanies this Offer and earnest money of $~~ will be mailed, or commercially or personally delivered within 5 days of acceptance to ~~listing broker or~~ Seller's agent.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: None

■ NOT INCLUDED IN PURCHASE PRICE: None

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned:

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 4, 2013. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): Ronald M. Carlson

Buyer's recipient for delivery (optional): Derek A. Brown

[X] (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (262) 857-1195 Buyer: ( )

[X] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: 10411 Corporate Drive, Suite 100, Pleasant Prairie, WI 53158

Delivery address for Buyer: W297 S8175 Shallow Waters Circle, Mukwonago, WI 53149

[X] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): rc@forseticonsulting.com

E-Mail address for Buyer (optional): istrick@mcleodusa.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

EXHIBIT B

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS ~~Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ COMPLETE DATE OR STRIKE AS APPLICABLE ~~and~~ _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than November 30 ~~October 31~~, 2013 RMC DB _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none other.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- [X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- [ ] Current assessment times current mill rate (current means as of the date of closing)
- [ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- [ ] _____

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

- [ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are N/A, property is not subject to Lease _____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

[ ] **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

[ ] **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ ~~CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:~~
a. ~~Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.~~
b. ~~Government agency or court order requiring repair, alteration or correction of any existing condition.~~
c. ~~Land division or subdivision for which required state or local approvals were not obtained.~~
d. ~~A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.~~
e. ~~A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.~~
f. ~~Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).~~
g. ~~Material violations of environmental rules or other rules or agreements regulating the use of the Property.~~
h. ~~Conditions constituting a significant health risk or safety hazard for occupants of the Property.~~
i. ~~Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.~~
j. ~~A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.~~
k. ~~Production of methamphetamine (meth) or other hazardous or toxic substances on the Property~~.
l. ~~High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.~~
m. ~~Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out of service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.~~

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than_____ years, amortized over not less than_____ years. Initial monthly payments of principal and interest shall not exceed $ _____ . Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

n. ~~Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.~~

o. ~~Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.~~

p. ~~Brownfields (abandoned, idled or under used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.~~

q. ~~Lack of legal vehicular access to the Property from public roads.~~

r. ~~Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights of way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.~~

s. ~~Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.~~

t. ~~Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.~~

u. ~~Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.~~

v. ~~Burial sites, archeological artifacts, mineral rights, orchards or endangered species.~~

w. ~~Flooding, standing water, drainage problems or other water problems on or affecting the Property.~~

x. ~~Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.~~

y. ~~Significant odor, noise, water intrusion or other irritants emanating from neighboring property.~~

z. ~~Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.~~

aa. ~~Existing or abandoned manure storage facilities on the Property~~.

bb. ~~Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~

cc. ~~The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).~~

dd. ~~All or part of the land has been assessed as agricultural land, the owner has been assessed a use value conversion charge or the payment of a use value conversion charge has been deferred.~~

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 [STRIKE ONE] ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.
321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 [CHECK
327 ALL THAT APPLY]: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____.
329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE
330 ONE] ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____.
338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]: ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____.
343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE]
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.
346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ [CHECK ALL THAT APPLY], and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.
351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within ____ days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____.
357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held by Receiver ~~in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.~~

~~**CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**~~

■ DISBURSEMENT: ~~If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file~~ an ~~interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.~~

■ LEGAL RIGHTS/ACTION: ~~Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.~~

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413 Offer except: _____.
414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.
417 **TITLE EVIDENCE**
418 ■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed**
419 **(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**
420 **provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none other
424 _____
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
429 ■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
432 ■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ STRIKE
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).
437 ■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.
442 ■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.
450 ■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**
458 **ADDITIONAL PROVISIONS/CONTINGENCIES**
459 Property purchased shall include the following tax parcels:
460 KLF2100005B - 26.45 acres+/-
461 KLF1600005A - 68.5 acres+/-
462 KA273000001 - 3.06 acres+/-
463 _____
464 _____

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).
This contingency shall be deemed satisfied unless Buyer, within ___ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.
■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.
☐ **ADDENDA:** The attached _____ is/are made part of this Offer.
ADDITIONAL PROVISIONS/CONTINGENCIES Buyer shall have the right to assign this Offer to Purchase to a limited liability company in which Buyer is a member at any time prior to closing.

Property is being sold as is, where is, without any warranties or representations, express or implied other than good title. Seller shall convey the Property by Receivers Deed. This Offer is contingent upon Seller receiving court approval from the Walworth County Circuit Court prior to closing.

This Offer was drafted by [Licensee and Firm] Kevin Bublitz, Schott, Bublitz & Engel S.C.
_____ on _____.
(x) Derek A. Brown September 27, 2013
Buyer's Signature ▲ Print Name Here ▸ Derek A. Brown Date ▲
(x) _____
Buyer's Signature ▲ Print Name Here ▸ Date ▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
_____ Broker (By) _____
SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.
(x) Donald M Carlson Receiver Oct 3rd
Seller's Signature ▲ Print Name Here ▸ Date ▲
(x) Donald M Carlson / Receiver Oct 3rd
Seller's Signature ▲ Print Name Here ▸ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____
_____ on _____ at _____ a.m./p.m.
This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

State Bar of Wisconsin Form 11-2003

LAND CONTRACT

(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number | Document Name

CONTRACT, by and between AMON LAND COMPANY, LLC, a Wis. limited liability company ("Vendor," whether one or more), and PEGGY A. HAYENGA and CLAYTON B. FIEGEL, as tenants in common ("Purchaser," whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), Walworth County, State of Wisconsin:

See attached.

Recording Area

Name and Return Address
Atty. James W. McNeilly Jr.
CarlsonDash LLC
10411 Corporate Dr., Ste. 100
Pleasant Prairie, WI 53158

See attached.
Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is a purchase money mortgage.
(is) (is not)

Purchaser agrees to purchase the Property and to pay to Vendor at c/o Ronald M. Carlson, Esq., 10411 Corporate Dr., Ste. 100, Pleasant Prairie WI 53158, or to its order, the sum of $ 110,000.00 in the following manner:

(a) $5,500.00 at the execution of this Contract; and

(b) the balance of $104,500.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 5.0% % per annum until paid in full as follows:

which shall be paid in twenty-four (24) equal monthly payments of $689.66 per month due the 5st day of each month starting December 5, 2013, plus the sum of 1/12th of the current real estate taxes due on the Property (currently estimated to be $225 per month) to be held by Vendor in escrow and paid annually towards the payment of the real estate taxes due on the Property;

provided the entire outstanding balance shall be paid in full on or before December 4, 2015 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

☒ A. Any amount may be prepaid without premium or fee upon principal at any time.

☐ B. Any amount may be prepaid without premium or fee upon principal at any time after _____.

☐ C. There may be no prepayment of principal without written permission of Vendor.

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EXHIBIT C

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

☒ A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

☐ B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

☒ **Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenantable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and: see attached.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

☐ A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.

☐ B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser:_____

_____

_____.

☒ C. No title evidence was provided prior to execution of this Contract.

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

☒ A. Purchaser agrees to pay the cost of future title evidence.

☐ B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on _____.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of 10 days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of 3 days following written notice thereof by Vendor (delivered personally or mailed by mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorney fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

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

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage~~, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract~~. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

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The additional provisions set forth on the attachments are incorporated into and made a part of this Land Contract.

Dated _____.

VENDOR:
Amon Land Company, LLC

_____(SEAL)
*By: Ronald M. Carlson, Esq.
Its: Court-Appointed Receiver in
Walworth County Case No. 13-CV-364

_____

PURCHASER:

_____(SEAL)
*Peggy A. Hayenga

_____(SEAL)
*Clayton B. Fiegel

AUTHENTICATION

Signature(s) _____

_____

authenticated on _____.

_____

*_____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Atty. James W. McNeilly Jr. (#1002948)
Pleasant Prairie, WI.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named Peggy A. Hayenga and
Clayton B. Fiegel
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

*_____

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

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

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

LAND CONTRACT STATE BAR OF WISCONSIN FORM NO. 11-2003

* Type name below signatures.

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ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____ the above-named Ronald M. Carlson, Esq. to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
*
_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

Land Contract
Amon Land Company, LLC to Peggy A. Hayenga/Clayton B. Fiegel
RE: Approximately 3 Acres at W4182 Potter Rd., Elkhorn, WI 53121

Legal Description:

See attached legal description.

PIN: Part of KLF2000002A and KLF2000001
Address: Part of W4182 Potter Rd., Elkhorn, WI 53121

Additional Terms and Conditions:

1. Purchaser is responsible for insuring the Property and all improvements thereupon at full replacement value, and naming Vendor as additional insured thereupon. If such insurance ever lapses during the term of this Land Contract, then Vendor may obtain replacement insurance at Purchaser's cost, which shall be promptly reimbursed to Vendor upon request and be added to the outstanding balances due herein.

2. Vendor shall be responsible for payment of 2013 property taxes assessed on the Property. Purchaser agrees to pay to Vendor at execution of this land contract the sum of $225 towards payment of those taxes. Purchaser is responsible for all future taxes and will escrow same as provided in this Land Contract.

3. The Property is currently subject to one or more leases. Vendor makes no representations as to the terms, conditions and expiration of such leases.

4. Vendor may assign all rights and obligations under this Land Contract at anytime, and Purchaser shall attorn and make all future payments to such assignee.

5. The final warranty deed will be free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and easements, restrictions and highway deeds of record, municipal and zoning ordinances, matters disclosed on recorded plat and except lands sold, taken or used for road or highway purposes.

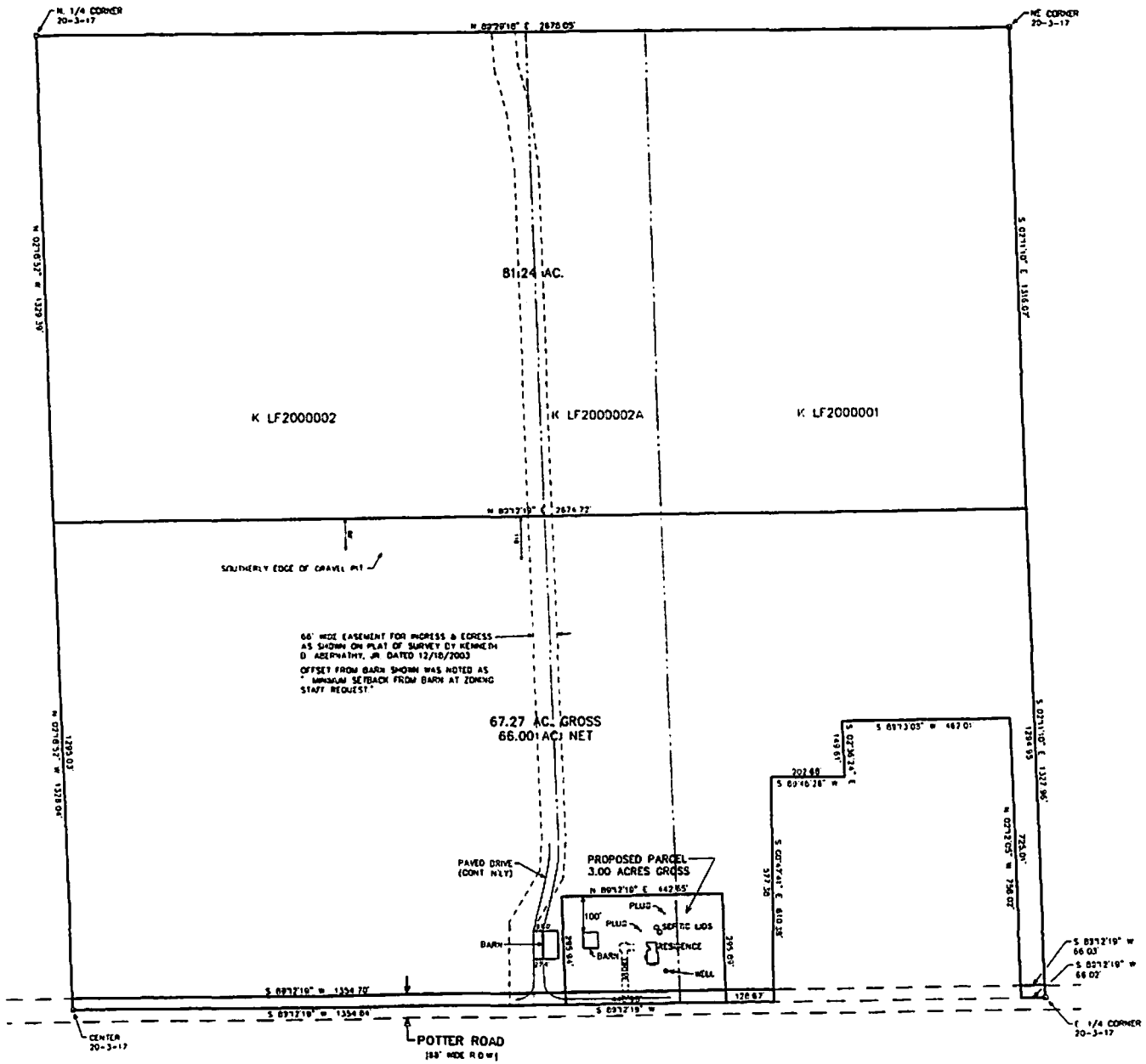
6. This Land Contract shall remain subject to the terms and conditions of those certain mortgages between Vendor and Hometown Bank, Walworth County Wisconsin Register of Deeds Doc. Nos. 812534, 821306, 812535, 821307, 812536, 821308, and 847080, but upon Purchaser's fulfillment of all the terms and conditions of this Land Contract, Hometown Bank has agreed to release said mortgages against this Property.

7. Vendor is subject to certain receivership proceedings pending before the Circuit Court of Walworth County, Case No. 13-CV-364, *In re: Amon Land Company, LLC,* in which Ronald M. Carlson, Esq., has been appointed receiver. By order of the Court therein, the terms and conditions of this Land Contract, and its subsequent assignment to Hometown Bank, have been approved.

PROPOSED LOT LINE ADJUSTMENTS

TAX PARCELS K LF2000001, K LF2000002, & K LF2000002A

PART OF ALL 1/4s OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 3 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN



LEGEND

● = FOUND CONCRETE COUNTY MONUMENT WITH BRASS CAP

[XXX] = RECORDED AS

EXHIBIT

Exhibit No. 5003

- WORK ORDERED BY -
FORSER CONSULTING, LLC
10411 CORPORATE DRIVE, SUITE 100
PLEASANT PRAIRIE, WI 53158

FARRIS, HANSEN & ASSOCIATES, INC.
ENGINEERING - ARCHITECTURE - SURVEYING
7 ROONEY COURT P.O. BOX 437
ELKHORN, WISCONSIN 53121
OFFICE: (262) 723-2059 FAX: (262) 723-5886

REVISIONS

PROJECT NO. 6900

DATE 10/16/2013

SHEET NO 1 OF 1

STATE OF WISCONSIN	CIRCUIT COURT	WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-363
Case Code: 30304

In re:

AMON & SONS, INC.,

Assignor.

Case No.: 13-CV-365
Case Code: 30304

In re:

AMON LAND COMPANY, LLC,

Assignor.

Case No.: 13-CV-364
Case Code: 30304

In re:

LAKE MILLS BLACKTOP, INC.,

Assignor.

Case No.: 13-CV-366
Case Code: 30304

ORDER APPROVING SALE OF CERTAIN PROPERTY TO ALVIN SUSINA, THE SALE OF CERTAIN PROPERTY TO DEREK A. BROWN, AND THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGELAND, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

Upon consideration of the Receiver's Motion for Entry of an Order Approving Sale of Certain Property to Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, and Authorizing the Disbursement of the Sale Proceeds (the "Sale Motion"), and all other pleadings on file herein; and the Court having held a hearing on October 31, 2013 for approval of the Sale Motion; and the Court having determined that due and proper notice of the Sale Motion and hearing on the Sale Motion was provided to all creditors and other parties entitled to notice, and the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On April 2, 2013 (the "Filing Date"), Orders were entered in these proceedings appointing Ronald M. Carlson as Receiver of the B. R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. (each, a "Debtor", collectively, the "Debtors") pursuant to Chapter 128 of the Wisconsin Statutes.

2. The Debtors are the owners of certain property (the "Property"), as more particularly described on the Offers attached as Exhibit A, B and C (each, an "Offer", collectively, the "Offers").

3. The Receiver has received offers to purchase the Property from Alvin Susina, Derek Brown, and Peggy A. Hayenga and Clayton B. Fiegel, (each, a "Buyer", collectively, the "Buyers") on the terms set forth in the Offers.

4. The Buyers have advised the Receiver that they are ready, willing and able to acquire the Property pursuant to the terms of the Offers.

5. The Offers are the product of good faith negotiations at arm's length and without collusion, are commercially reasonable and are for amounts in excess of the liquidation value of the Property.

6. None of the Buyers or any of their principals has ever been officers, directors, employees, members or shareholders of any of the Debtors.

7. Under the circumstances, the Receiver believes that the terms of the Offers are fair and reasonable, and therefore, each of the sales contemplated by the Offers is in the best interests of all creditors and parties-in-interest of the Debtors.

8. Hometown Bank ("Hometown") has properly perfected first priority lien on the Property and is owed not less than $7,084,440.50 as of September 12, 2013.

9. The Property will be sold free and clear of all security interests, liens, claims, encumbrances and interests of any kind or nature (collectively, "Liens"), with any and all Liens to attach to the proceeds of sale in the order of their priority, except as set forth in paragraph 10 below.

10. With regards to the property being sold to Peggy A. Hayenga and Clayton B. Fiegel by Land Contract, (a) the property will not be sold free and clear of the mortgages on the property to Hometown

Bank, and the same will be released as provided in the Land Contract, (b) after execution of the Land Contract, the Receiver intends to transfer the down payment made therein and assign his interest Land Contract to Hometown Bank and execute a deed-in-lieu of foreclosure for such property, and (c) when the time comes for the deed in satisfaction of the land contract to be provided if there are any Liens of Amon Land Company LLC that must be released to provide title as promised in the land contract, the purchasers and/or vendor may petition this Court for such relief as is necessary to remove such Liens and provide title as promised. Additionally, the legal description of the property to be sold to Peggy A. Hayenga and Clayton B. Fiegel has not yet been finalized by survey, but is expected to comport with the graphical depiction attached to the Sale Motion as Exhibit D.

11. Hometown has consented to the sale of the Property pursuant to the terms of the Offers and the proposed order.

12. The proceeds of the sale are proposed to be disbursed as follows: closing costs as set forth in the Offers, and the remaining funds to Hometown Bank.

13. Timely notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers, has been provided all parties entitled to notice under the Courts Order limiting notice. Such notice constitutes proper, adequate and sufficient notice of, and a reasonable opportunity to object or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers. No further notice of, or opportunity to object to or otherwise be heard regarding, the Sale Motion and the sale of the Property pursuant to the Offers need be provided to any person or entity.

14. All findings of fact set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

CONCLUSIONS OF LAW

1. The sale of the Property pursuant to the Offers complies in all respects with Chapter 128 of the Wisconsin Statutes.

2. Upon the closing of a sale of Property pursuant to an Offer, the sale of such Property will constitute a valid, legal and enforceable transfer to the Buyer that submitted such Offer, or its assigns, as the case may be, of all right, title and interest to such Property, free and clear of all Liens, except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraphs 9 and 10 of the Findings of Fact above.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Motion is hereby approved.

2. The proposed sales of the Property to the Buyers by the Receiver pursuant to the terms and conditions of the Offers are hereby approved in all respects.

3. All objections to the Sale Motion, if any, are hereby overruled.

4. The Receiver is hereby authorized to, and promptly shall, consummate the sale of the Property to the Buyers pursuant to the terms and conditions of the Offers.

5. The Receiver is authorized and empowered now and in the future to execute and deliver to the Buyers, or their respective assigns, as the case may be, any and all documents necessary to carry out the provisions of the proposed sales, and is further authorized to take any and all such actions and to execute any and all such other documents as will be consistent with and necessary or appropriate to implement, effectuate or consummate the sales described in the Offers without further Order of this Court. An Offer and any related agreements, instruments, or other documents may be modified, amended, or supplemented by the parties thereto without further order or action of this Court; provided that any such modification, amendment, or supplement is not material or contrary to any specific terms of this Order.

6. Upon the closing of a sale pursuant to an Offer, all right, title and interest in and to the Property subject to such Offer shall be vested in the Buyer that submitted such Offer, free and clear of all Liens, except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above. All Liens shall attach to the proceeds of sales to the same and extent and priority as they existed with respect to the Property immediately prior to the closing.

7. The Receiver is hereby authorized to disburse the net sale proceeds as follows:

a. To closing costs, as provided in the Offers;

b. To Hometown Bank, the remainder, in partial satisfaction of its secured claim in this matter.

8. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, all Liens in any Property subject to an Offer shall be deemed released and terminated upon the closing of the sale contemplated by such Offer without further action, including, without limitation, without the need to terminate, release, amend, or otherwise modify any UCC financing statement, mortgage, or other public filing or record. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above, the foregoing notwithstanding, all parties holding Liens on any of the Property subject to an Offer are hereby directed to execute and deliver to the Buyer submitting such Offer, upon closing, such termination statements, releases, satisfactions and other documents as such Buyer deems necessary to terminate such party's Liens in such Property

9. This Order shall be binding upon, shall govern the acts of, and may be relied upon by, all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental agencies or departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Property. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Offers. Except for the property being sold to Peggy A. Hayenga and Clayton B. Fiegel as set forth in paragraph 10 of the Findings of Fact above , all Liens of record with respect to any Property subject to an Offer shall be forthwith released removed and stricken as contemplated by such Offer and all persons and entities described in this paragraph are authorized and specifically directed, upon the closing of the sale of any of

the Property pursuant to an Offer, to release, remove and strike all such recorded Liens against any of such Property from their records, official and otherwise.

10. Notwithstanding anything to the contrary herein, Hometown will not be required to nor will any of its existing mortgages be amended, released, removed, or stricken as set forth in Sections 8 and 9 above.

11. Upon the closing of the sale of any Property pursuant to an Offer, any person or entity that is in possession of any of the Property subject to such Offer or any documents evidencing or relating to any such Property, shall deliver possession of such Property or documents to the Buyer that submitted such Offer.

11. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order, and to resolve any disputes with respect to the sale of the Property.

12. All conclusions of law set forth on the record of the hearing on the Sale Motion are hereby incorporated by reference as if fully set forth herein.

Dated this 31st day of October , 2013.

BY THE COURT:

_____

Honorable Phillip A. Koss
Circuit Court Judge

CarlsonDash

10411 Corporate Drive
Suite 100
Pleasant Prairie, WI 53158
ph 262.857.1600
fax 262.857.1619
rcarlson@carlsondash.com

RECEIVED
DEC 10 2013
WALWORTH COUNTY
CLERK OF CIRCUIT COURT
DUSTIN VEPLEY

December 10, 2013

The Honorable Phillip A. Koss
Walworth County Judicial Center
1800 County Road Nn
Elkhorn, WI 53121

Re: In Re B.R. Amon & Sons, Inc.; Amon & Sons, Inc.; Amon Land Company, LLC; Lake Mills Blacktop, Inc.
13-CV-363, 13-CV-364, 13-CV-365, 13-CV-366

Dear Judge Koss:

Enclosed please find an original and copy of the following:

- Notice of Receiver's Motions
- Receiver's Motion for Entry of an Order Extending Time for the Receiver to file the Settlement of Receiver's Accounts
- Proposed Order Extending Time for the Receiver to file the Settlement of Receiver's Accounts
- Receiver's Motion to Approve the Transaction with Reesman's Excavating & Grading, Inc., including the Sale of Certain Assets, with All Liens, Claims and Encumbrances attaching to the Proceed of Sale, and Authorizing the Disbursement of the Sale Proceeds
- Proposed Order Approving the Transaction with Reesman's Excavating & Grading, Inc., including the Sale of Certain Assets, with All Liens, Claims and Encumbrances attaching to the Proceed of Sale, and Authorizing the Disbursement of the Sale Proceeds
- Receiver's Motion to Approve the Sale of Certain Property to Peggy A. Hayenga and Clayton B. Fiegel and for Disbursement of Sale Proceeds
- Proposed Order Approving the Sale of Certain Proeprty to to Peggy A. Hayenga and Clayton B. Fiegel and for Disbursement of Sale Proceeds

In addition the proceeding motions, we will be requesting at hearing that the motion related to the sale to Susina be continued to a future hearing date.

The preceeding documents are being provided in advance of the hearing scheduled for December 18, 2013 at 10:30AM.

Best Regards,

Ryan T. Carlson

Enclosures

cc: per attached Matrix

STATE OF WISCONSIN CIRCUIT COURT WALWORTH COUNTY

In re:

B. R. AMON & SONS, INC., Case No.: 13-CV-363
Case Code: 30304

Assignor.

In re:

AMON & SONS, INC., Case No.: 13-CV-365
Case Code: 30304

Assignor.

In re:

AMON LAND COMPANY, LLC, Case No.: 13-CV-364
Case Code: 30304

Assignor.

FILED
CIRCUIT COURT
DEC 10 2013
CLERK OF COURTS-WALWORTH CO
BY: FIDELA T. RACE, DEPUTY

In re:

LAKE MILLS BLACKTOP, INC., Case No.: 13-CV-366
Case Code: 30304

Assignor.

NOTICE OF RECEIVER'S MOTIONS TO APPROVE THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL AND FOR DISBURSEMENT OF SALE PROCEEDS; TO APPROVE THE TRANSACTION WITH REESMAN'S EXCAVATING & GRADING, INC., INCLUDING THE SALE OF CERTAIN ASSETS, WITH ALL LIENS, CLAIMS AND ENCUMBRANCES ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS; AND FOR ENTRY OF AN ORDER EXTENDING TIME FOR THE RECEIVER TO FILE THE SETTLEMENT OF RECEIVER'S ACCOUNTS

TO: ALL CREDITORS AND PARTIES-IN-INTEREST

PLEASE TAKE NOTICE that Ronald M. Carlson, Esq., Wis. Stats. Chapter 128 Receiver for B.R. Amon & Sons, Inc., Amon & Sons, Inc., Amon Land Company, LLC and Lake Mills Blacktop, Inc. has filed the following Motions with the Court herein (the "Motions").

1) RECEIVER'S MOTION TO APPROVE THE SALE OF CERTAIN PROPERTY TO PEGGY A. HAYENGA AND CLAYTON B. FIEGEL AND FOR DISBURSEMENT OF SALE PROCEEDS

2) RECEIVER'S MOTION TO APPROVE THE TRANSACTION WITH REESMAN'S EXCAVATING & GRADING, INC., INCLUDING THE SALE OF CERTAIN ASSETS, WITH ALL LIENS, CLAIMS AND ENCUMBRANCES ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF THE SALE PROCEEDS

3) RECEIVER'S MOTION FOR ENTRY OF AN ORDER EXTENDING TIME FOR THE RECEIVER TO FILE THE SETTLEMENT OF RECEIVER'S ACCOUNTS

Because the Motions are lengthy and the cost of mailing copies to all creditors and interested parties would be excessive, the Receiver has not included copies herewith. However, copies of the Motions are available from the Clerk of Court, Walworth County Judicial Center, 1800 Cty Tk NN Elkhorn, WI 53121, Phone: 262-741-7012, the Receiver (contact information below) and the Attorney for the Receiver (contact information below).

HEARING ON MOTIONS

A hearing will be held on the Motions before the Honorable Phillip A. Koss at the address set forth below on December 18, 2013 at 10:30 a.m.

OBJECTIONS

If you want to file an Objection to any of the Motions, you or your attorney must:

- **File a written Objection on or before December 17, 2013 explaining the factual and legal basis for your position, at the following address:**

  Honorable Phillip A. Koss
  Walworth County Judicial Center
  1800 Cty Tk NN
  Elkhorn, WI 53121

- **Mail, fax or e-mail a copy of your Objection so that it is received the same date by:**

  Attorney Ryan T. Carlson
  Carlson Dash, LLC
  10411 Corporate Drive, Suite 100
  Pleasant Prairie, WI 53158
  Fax: (262) 857-1619
  E-mail: rcarlson@carlsondash.com

- **Appear and explain your position at the hearing which will be held on the Motions.**

If you or your attorney do not take these steps, the Motions will likely be approved by the Court.

Dated at Pleasant Prairie, Wisconsin, this 10th day of December, 2013.

Attorney for Receiver

By: Ryan T. Carlson
State Bar No. 1081395

Carlson Dash, LLC
10411 Corporate Drive
Suite 100
Pleasant Prairie, WI 53158
Tel: 262.857.1600
Fax: 262.857.1619
rcarlson@carlsondash.com

Ronald M. Carlson, Esq.
Wis.Stats. Chapter 128 Receiver
Forseti Consulting, LLC
10411 Corporate Dr., Suite 100
Pleasant Prairie, WI 53158
Tel: 262-857-2121
Fax: 262-857-1195
rc@forseticonsulting.com

VI

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

Your Committee to whom was referred R. O. No. 291-13-14 by the City Clerk submitting a claim from Carole M. Fritz for alleged damages to her basement due to sewer backup; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.5

R. O. No. 291 - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a claim from Carole M. Fritz for alleged damages to her basement due to sewer backup.

Finance

Susan Richards
City Clerk

DATE RECEIVED 2-24-14 RECEIVED BY LSSchneider

CLAIM NO. 22-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 24 '14 at 11:24

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: Carole M. Fritz
2. Home address of Claimant: 1409 N 28th St
3. Home phone number: 920-45-20087
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Feb 1
6. Where did damage or injury occur? (give full description) My Basement
7. How did damage or injury occur? (give full description) Sewer Backup
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: _____
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: _____

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: N/A

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

Auto:	$
Property:	$ 2981.91
Personal injury:	$
Other: (Specify below	$
TOTAL	2981.91

Damaged vehicle (if applicable)

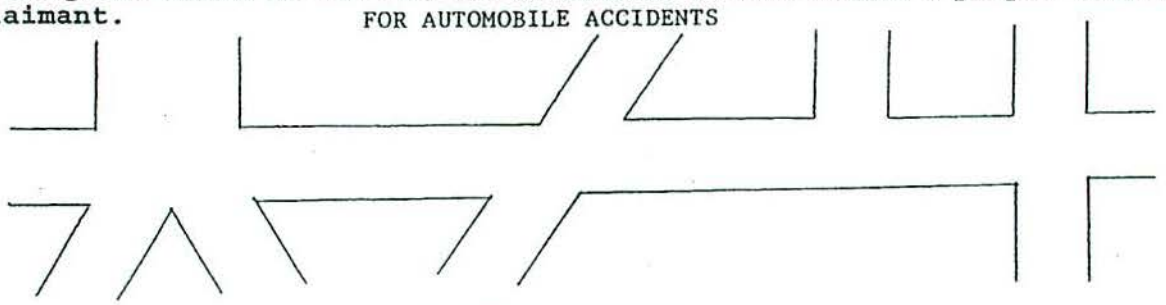
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

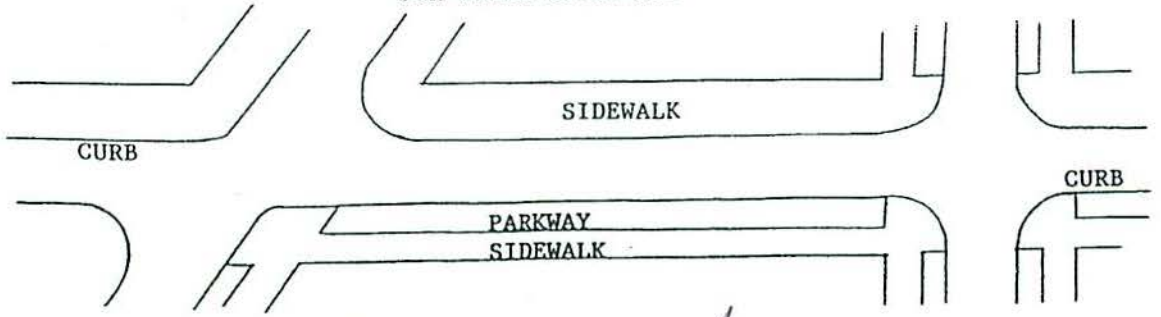
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Carole M Fritz Date: 2-20-14

DATE RECEIVED 2-24-14

RECEIVED BY LS Schneider

CLAIM NO. 22-13

FEB 24 '14 AM 11:24

CLAIM

Claimant's Name: Carole Fritz

Claimant's Address: 1409 N. 28th St
Sheboygan Wi. 53081

Claimant's Phone No. 920 45-20087

Auto	$
Property	$ 2981.91
Personal Injury	$
Other (Specify below)	$
TOTAL	2981.91

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 $ 2981.91.

SIGNED: Carole M Fritz DATE: 2-20-14

ADDRESS: 1409 N. 28th St.
Sheboygan Wi 53081

Carole Fritz
1409 N. 28th St.
Sheboygan, WI 53081-3140

45-20087

2 Love Seats $200.00 each = 400.

Vacuum Cleaner $42.00

2 Area Rugs $29.95 each = $59.90

Nite Stand $100.00

Carpet $1712.21

Install 577.80

$2290.01

Paneling $90.00

Dalton CARPET Outlet

DALTON CARPET OUTLET, INC
3619 WASHINGTON AVENUE
FRONTAGE ROAD
SHEBOYGAN, WI 53081
Telephone: 920-451-4600 Fax: 920-451-9980

CG9S0421

INVOICE

Sold To	Ship To
FRITZ, CAROLE 1409 N. 28TH ST SHEBOYGAN, WI 53081	FRITZ, CAROLE 1409 N. 28TH ST SHEBOYGAN, WI 53081

Invoice Date	Tele #1	PO Number	Order Number
12/15/09	920-452-0087		CG9S0421

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
63080082C	STAR CREST	VAPOR	642.00 SF	1.74	1,117.08
PAD #1S	PAD #1S	STAINMASTER	642.00 SF	0.80	513.60

I agree to all terms and conditions of this contract

signature:_____ date:_____

Dalton CARPET Outlet
3619 Washington Ave • Sheboygan, WI 53081

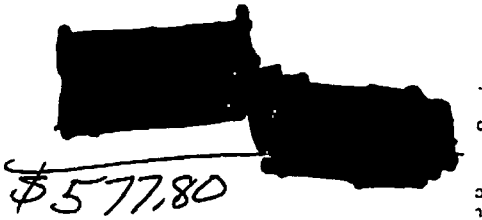
Mon-Fri 8 to 8
Saturday 9 to 5
Sunday 11 to 4

GENE WOOLWINE
STORE MANAGER

Phone: (920) 451-4600
Fax: (920) 451-9980

dcos@daltoncarpetonline.com
www.daltoncarpetonline.com

Install 2009 Cost



$577.80

Gene Dalton

— 02/19/14 — 2:43PM —

Sales Representative(s):
DARREN LAACK

Material:	1,630.68
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	81.53
Misc. Tax:	0.00
INVOICE TOTAL:	**$1,712.21**
Discount:	0.00
Less Payment(s):	1,712.21
BALANCE DUE:	**$0.00**

ERMS OF SALE. 50% down payment, balance nd are due upon completion to sub-contractor ubject to final measurement and mathematical

DAY LAYAWAY POLICY. All goods and mate goods returned to inventory. Any change to dispersion

ETURNS AND CANCELLATIONS. Absolutely ...cking charge on all goods put and or t ... of original invoice, or down payment w ... Cash refund will be mailed within 21 day

WARRANTIES ... products will be handled th ... THE SUBCONTRACTOR. Subcontractors ...ntractors in my home or on my property.

... warranties on carpet installed without pad fr

THIRD PARTY PAYERS (new construction, financed sales)

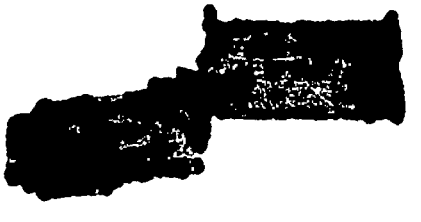
I understand that I am ultimately responsible for this contract and all terms and conditions therein, and agree to pay this contract in full within 20 days of delivery of product, or 1½ % interest will be charged per month.

...ot included.

...be forfeited ...nd

...used within ... credit will be

...Y WILL BE ...iability for sub-



VI

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

Your Committee to whom was referred R. O. No. 292-13-14 by the City Clerk submitting a claim from Tom and Jena Beninghaus for alleged damages to their basement due to a sewer backup; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

_____ _____

_____ _____

_____ _____

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. 292-13 - 14. By CITY CLERK. March 3, 2014.

Submitting a claim from Tom and Jena Beninghaus for alleged damages to their basement due to a sewer backup.

Susan Richards
City Clerk

DATE RECEIVED 2-24-14 RECEIVED BY LS Schneider

CLAIM NO. 21-13.

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: Tom + Jena Beninghaus
2. Home address of Claimant: 1411 N. 28 St.
3. Home phone number: 920-452-3385
4. Business address and phone number of Claimant: Same
5. When did damage or injury occur? (date, time of day) Feb 1st 2014 (noticed @ noon)
6. Where did damage or injury occur? (give full description) In our basement - Back up of sewage. - A call was made, city said they would be over in 1 to 1.5 HRS.
7. How did damage or injury occur? (give full description) N/A
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: It was stated there was a mineral deposit build up
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").

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:	$ 2985.00
Personal injury:	$
Other: (Specify below	$
TOTAL	2985.00

Damaged vehicle (if applicable) N/A

Make: _____ Model: _____ Year: _____ Mileage: _____

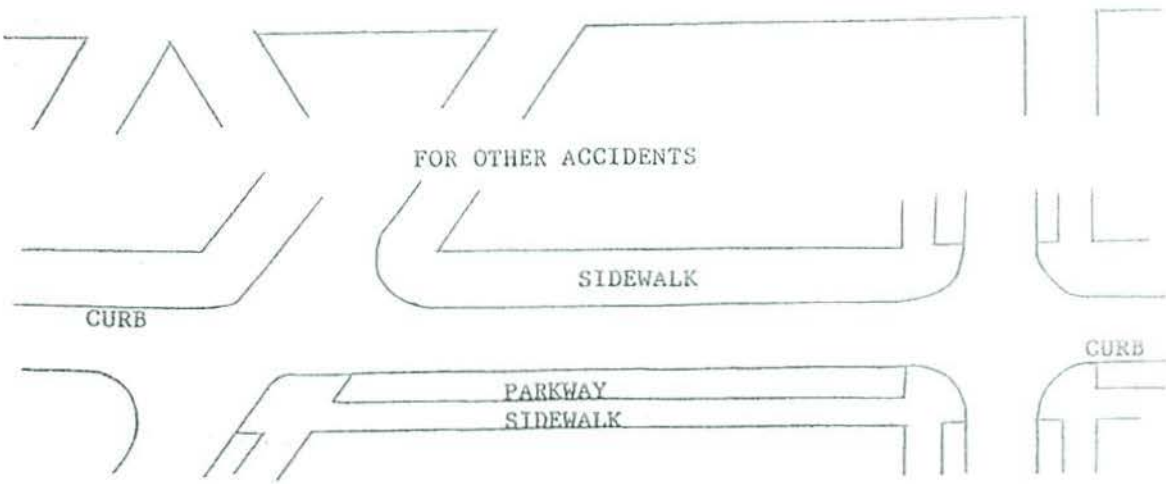
Names and addresses of witnesses, doctors and hospitals: N/A

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: Jena Beninghaus Date: Feb 20/2014

DATE RECEIVED 2-24-14 RECEIVED BY LS Schneider

CLAIM NO. 21-13

FEB 24 '14 - 11:24

CLAIM

Claimant's Name: Jena + Tom Beninghaus

Claimant's Address: 1411 N. 28 St.
Sheboygan WI

Claimant's Phone No. 920-452-3385 HM
920-287-1332 Cell

Auto	$
Property	$ 2985.00
Personal Injury	$
Other (Specify below)	$
TOTAL	2985.00

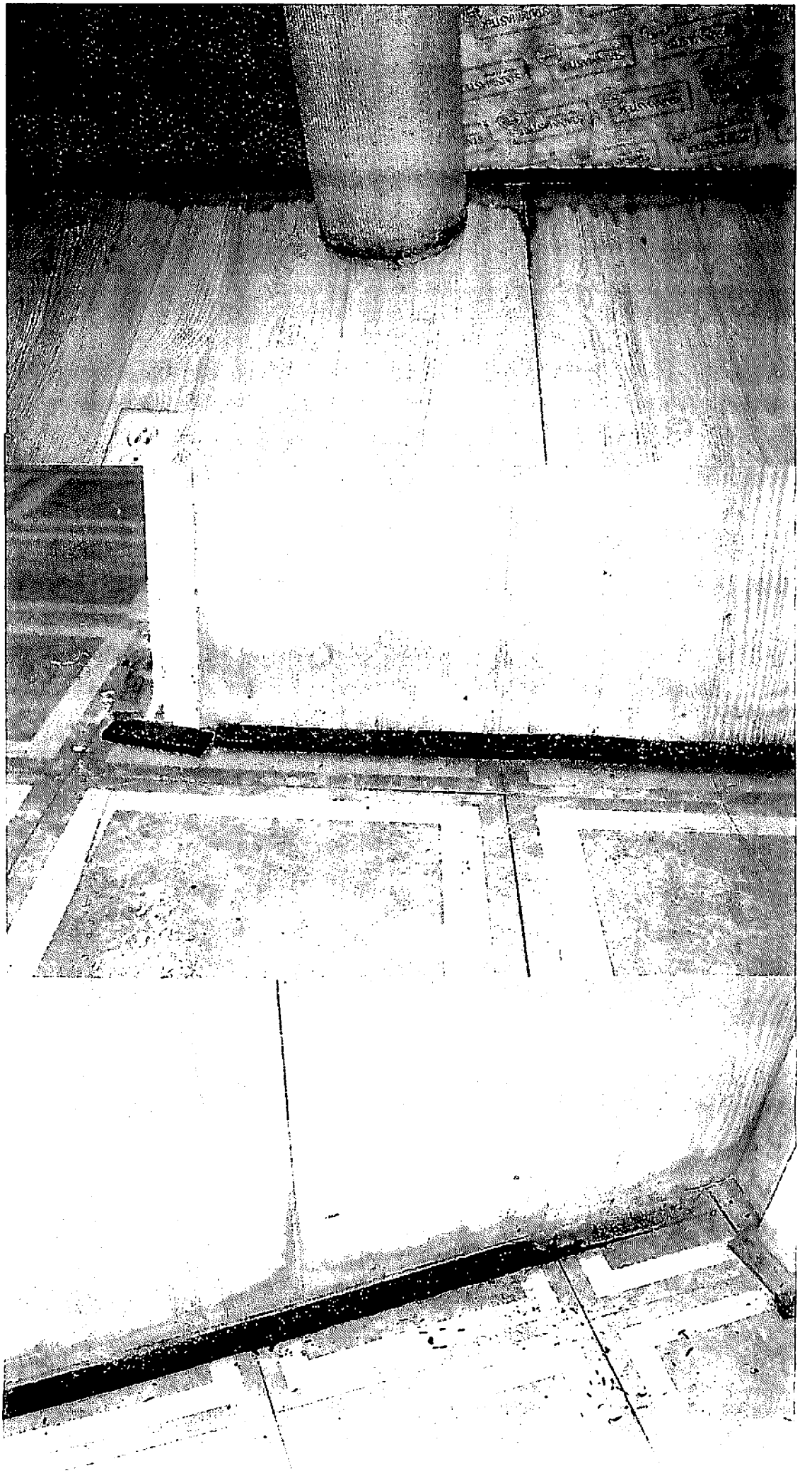
PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

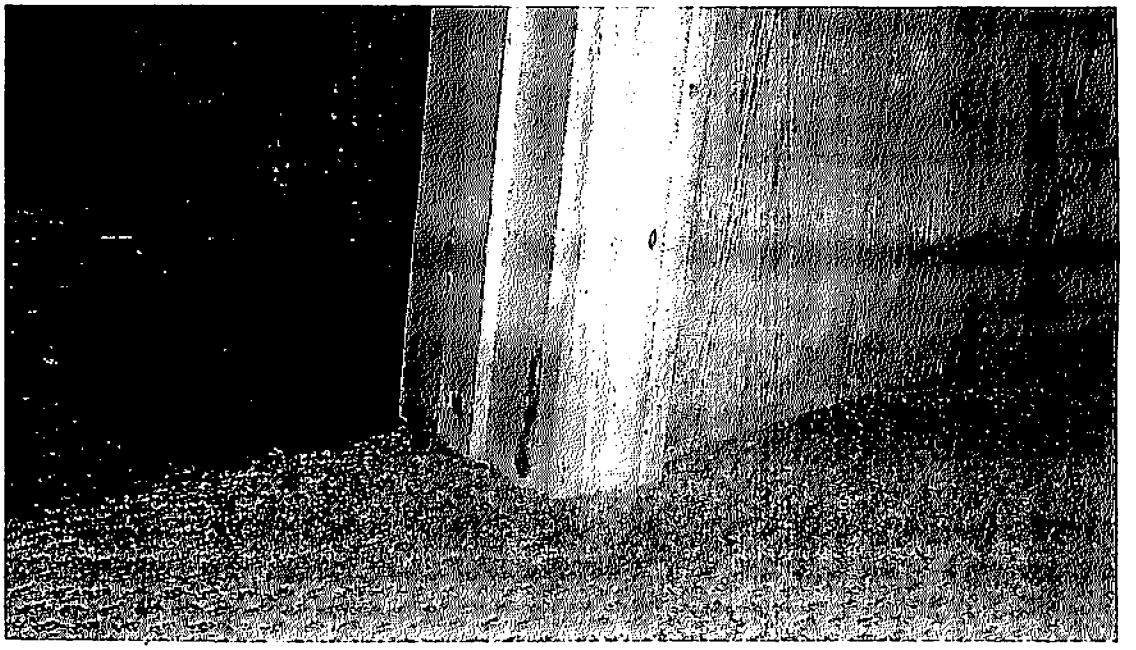
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

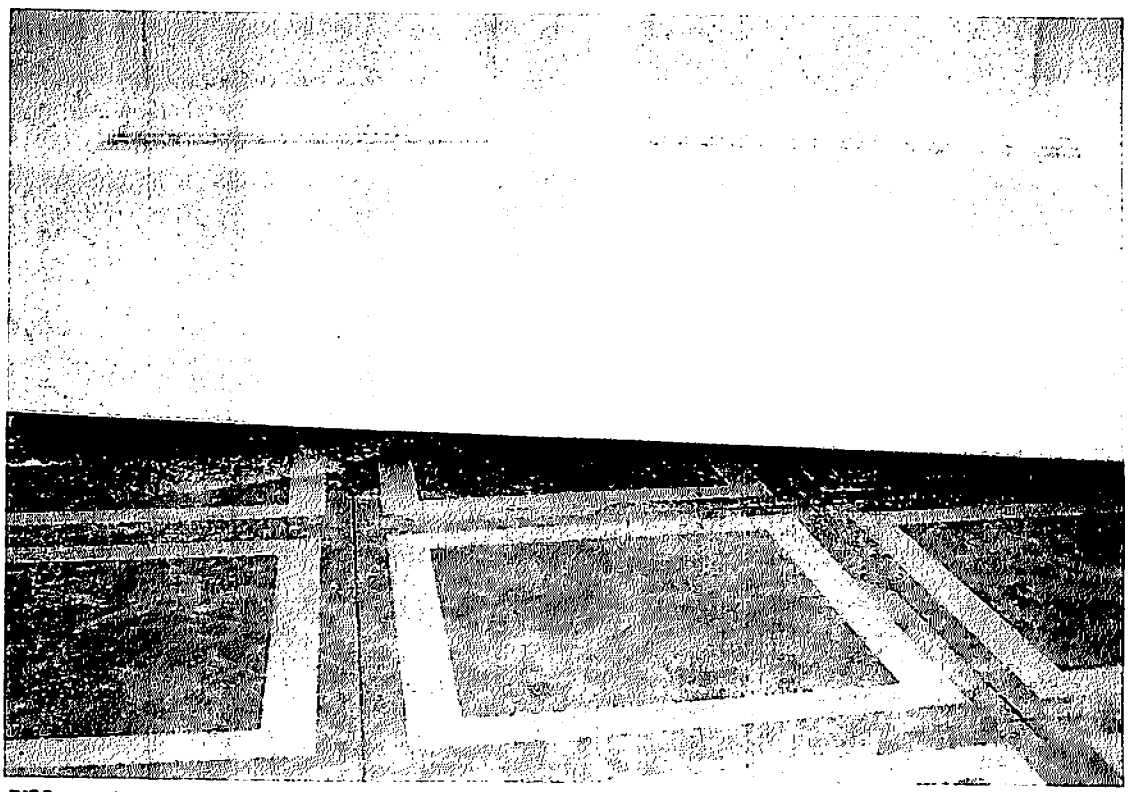
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 2985.00

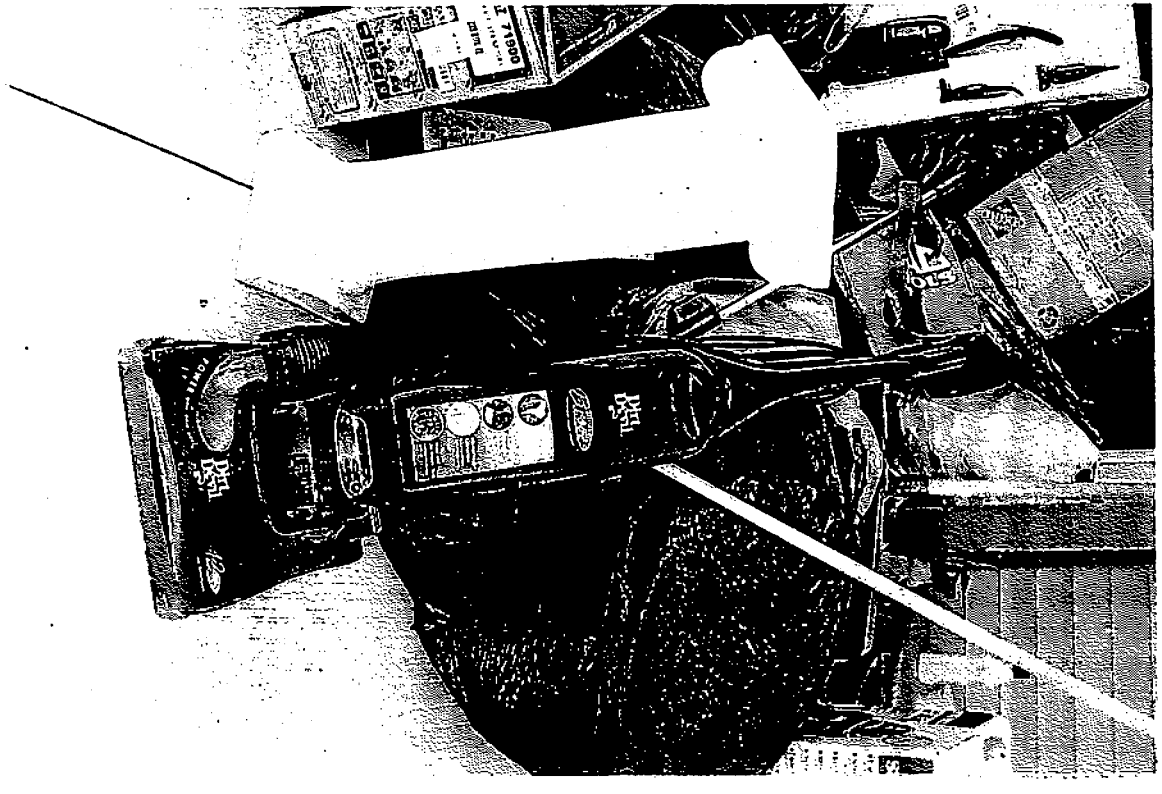
SIGNED: Jena Beninghaus DATE: Feb 17/2014

ADDRESS: 1411 N. 28 St
Sheboygan WI. 53081









Date of loss: Feb 1st. 2014

Basement of a duplex flooded with sewage. 1411 N. 28 St.

	Pd. Then----------			----------Would pay now
Padding and carpet $1500.				$ About the same for what we had.
Paneling	$	6x 11.50 sheet $69.		$ 87.00
Area through Rug	$	30.00		$ 35.00
Dehumidifier	$	100.00		$ 120.00
Humidifier	$	50.00		$ 50.00
Cleaning supplies Bleach, Mops, Trash Bags, Cloves				$ 40.0
Shop Vac				$ 50.00
Laundry Mat				$25.00
Shoes Tom				$50.00
Shoes Jena				$50.00
Rug Dr. Rent to for 1409 and 1411. 2 Days 39.00 X 2				$78.00
Removal of good. (City picked up two loads.)				
Tom's hours wkd. @ 1409 / 1411			20 x20.00	400.00
Jena's hours wkd @ 1409/1411			25 x20.00	500.00
				$2985.00

When we call to state we had a problem with sewage backing up into our basement, they said it would be about 1 to 1.5 hours till some one would be there.

After arriving they worked that afternoon and came back the next to days and worked as well.

It was stated to us that there had been a mineral deposit build up that caused the pipe to clog.

This is a duplex with a Single women at 1409, We removed all the liquid from her side as well, and removed her carpet pad and carpet, and her furnishing's. (We had to open the wall between the houses to be able to clean - so at this time the space is open with easy access.)

VI

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

Your Committee to whom was referred R. O. No. 293-13-14 by the City Clerk submitting Form 990 - Return of organization Exempt from Income Tax for the Sheboygan County Humane Society for year 2012; recommends that the document be accepted and placed on 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

4.7

R. O. No. 293- 13 - 14. By CITY CLERK. March 3, 2014.

Submitting Form 990 - Return of Organization Exempt from Income Tax for the Sheboygan County Humane Society for year 2012.

Susan Richards
City Clerk

Finance
Acct file

257000 06/06/2013 10:24 AM

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

◆ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2012

Open to Public Inspection

A For the 2012 calendar year, or tax year beginning , and ending

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
SHEBOYGAN COUNTY HUMANE SOCIETY

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
3107 NORTH 20TH STREET

City, town or post office, state, and ZIP code
SHEBOYGAN WI 53083

D Employer identification number
39-1050684

E Telephone number
920-458-2012

G Gross receipts $ 1,294,307

F Name and address of principal officer:
DAVID QUASIUS
3107 NORTH 20TH STREET
SHEBOYGAN WI 53083

H(a) Is this a group return for affiliates? ☐ Yes ☒ No

H(b) Are all affiliates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◆ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ◆ WWW.MYSCHS.COM

H(c) Group exemption number ◆

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ◆

L Year of formation: 1963

M State of legal domicile: WI

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
THE PREVENTION OF CRUELTY TO ANIMALS, THE RELIEF OF SUFFERING AMONG ANIMALS, AND THE EXTENSION OF HUMANE EDUCATION.

2 Check this box ◆ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

PUBLIC INSPECTION COPY

3	Number of voting members of the governing body (Part VI, line 1a)	3	10
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	10
5	Total number of individuals employed in calendar year 2012 (Part V, line 2a)	5	20
6	Total number of volunteers (estimate if necessary)	6	188
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	463,360	345,289
9	Program service revenue (Part VIII, line 2g)	258,762	229,241
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	-44,631	52,707
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	10,835	29,960
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	688,326	657,197
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	374,501	344,792
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
b	Total fundraising expenses (Part IX, column (D), line 25) ◆ 34,488		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	260,562	221,460
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	635,063	566,252
19	Revenue less expenses. Subtract line 18 from line 12	53,263	90,945

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	1,401,943	1,535,528
21	Total liabilities (Part X, line 26)	40,495	36,530
22	Net assets or fund balances. Subtract line 21 from line 20	1,361,448	1,498,998

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

DAVID QUASIUS VICE PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: ANN FREUND, CPA	Preparer's signature	Date: 6/6/13	Check ☐ if self-employed	PTIN: P00008943
Firm's name: HUBERTY & ASSOCIATES, S.C.			Firm's EIN:	39-1392227
Firm's address: 145 S MARR ST FOND DU LAC, WI 54935-4434			Phone no.	920-923-8400

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

Form 990 (2012)

VI

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

Your Committee to whom was referred R. O. No. 303-13-14 by the City Clerk submitting a claim from Jessie Yang for alleged damages to his vehicle when a snow plow hit his parked car; recommends that the document be accepted and placed on file and to pay the claim in the amount of $1,713.

_____ _____

_____ _____

_____ _____

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. 303- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from Jessie Yang for alleged damages to his vehicle when a snow plow hit his parked car.

Susan Richards
City Clerk

Finance
pay #1,713.00

DATE RECEIVED 3-10-14

RECEIVED BY 3-10-14 LS Schraeder

CLAIM NO. 26-13

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: JESSIE YANG
2. Home address of Claimant: 1901 S. 39th St #134 Manitowoc, WI 54220
3. Home phone number: cell- 920-645-9717
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) Feb. 16, 2014, 7-ish Morning
6. Where did damage or injury occur? (give full description) The car is park on 1400 blk, Ashland. in Sheboygan. Sheboygan city snow plower call the police and made report. Police came to the house confirming the Situation
7. How did damage or injury occur? (give full description) The left side of the car was hit by the "Swinging wing" of the City plower truck.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: —
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: —

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

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

NO HUMAN injury, just car damage. (2002 mit. Lancer Es)

11. Name and address of any other person injured: NONE

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

Auto: $ 3,126.38

Property: $

Personal injury: $

Other: (Specify below $

TOTAL

Damaged vehicle (if applicable)

Make: Mitsubishi Model: Lancer Year: 2002 Mileage: 118,266

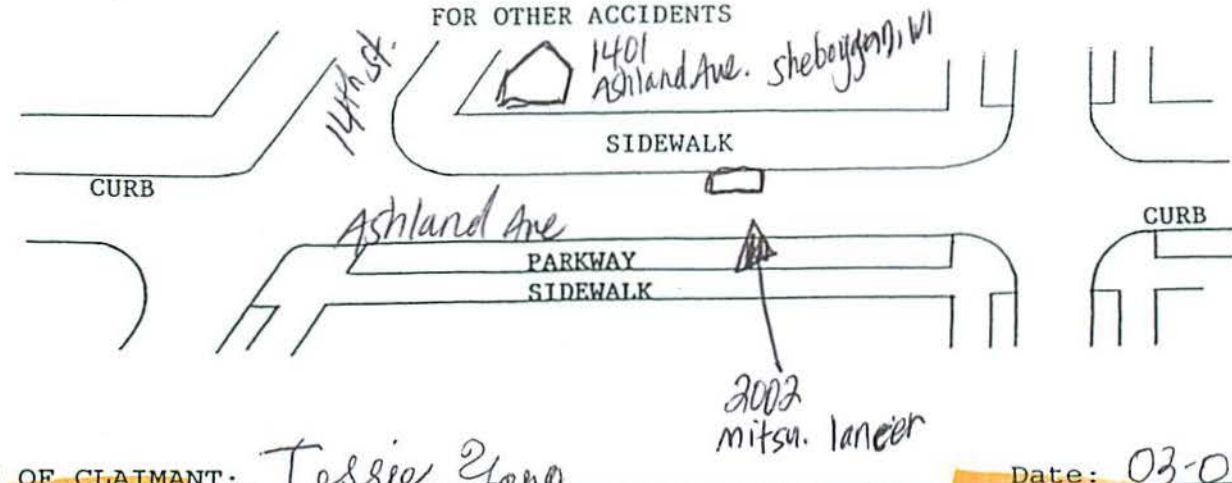
Names and addresses of witnesses, doctors and hospitals:

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: Jessie Yang Date: 03-03-2014

DATE RECEIVED 3-10-14

RECEIVED BY LS Schroeder

CLAIM NO. 26-13

CLAIM

Claimant's Name: JESSIE YANG

Claimant's Address: 1901 S. 39th St. #134
Manitowoc, WI 54220

Claimant's Phone No. 920-645-9717

Auto	$ 3,126.38
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	3,126.38

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 3,126.38 .

SIGNED: X Jessie Yang DATE: 3-3-14

ADDRESS: 1901 S. 39th St. #134
Manitowoc, WI 54220

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

***** PRELIMINARY ESTIMATE *****

02/21/2014 12:24 PM

Owner

Owner: JESSIE YANG

Control Information

Loss Date/Time:

Loss Type: Unknown

Inspection

Inspection Date: 02/21/2014 12:23 PM

Inspection Type: Drive In

Appraiser Name: CRAIG MILLER

Appraiser License # :

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz

Contact: Craig Miller
Work/Day: (920)458-3272
Work/Day:

Target Complete Date/Time:

Days To Repair: 14

Vehicle

2002 Mitsubishi Lancer ES 4 DR Sedan
4cyl Gasoline 2.0
4 Speed Automatic

Lic.Plate: 598-PXN
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Excellent
Ext. Refinish: Two-Stage

Lic State: WI
VIN: JA3AJ26E52U074427
Mileage: 118,266
Mileage Type: Actual
Code: G1203B
Int. Refinish: Two-Stage

Options

AM/FM CD Player	Air Conditioning	Center Console
Dual Airbags	Intermittent Wipers	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Rear Window Defroster	Rem Trunk-L/Gate Release
Tachometer	Tilt Steering Wheel	Tinted Glass
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R

Rear Doors									
1	I	287		Door Shell,Rear LT	Repair			4.5*	SM
2	L	287	13	Door Shell,Rear LT	Refinish			2.9	RF
					1.9 Surface				
					0.6 Two-stage setup				
					0.4 Two-stage				
Quarter And Rocker Panel									
3	E	389		Panel,Quarter LT	MR981627	$322.58		18.2	SM
4	L	389		Panel,Quarter LT	Refinish			3.7	RF
					2.1 Surface				
					1.0 Edge				
					0.6 Two-stage				
5	E	397		Door,Fuel Filler LT	5940A010	$54.38		INC	SM
6	L	397		Door,Fuel Filler LT	Refinish			0.4	RF
					0.3 Surface				
					0.1 Two-stage				
Deck Lid And Back Glass									
7	RI	479		Deck Lid R & I	R & I Assembly			0.5	SM
Rear Bumper									
8	I	578		Cover,Rear Bumper	Repair			2.0*	SM
9	L	578		Cover,Rear Bumper	Refinish			3.2	RF
					2.7 Surface				
					0.5 Two-stage				
Rear Body, Lamps And Floor Pan									
10	E	533		Taillamp Assembly LT	MR522033	$114.38		INC	SM
Manual Entries									
11	N	M30		Collision Repair Material	Additional Labor	$35.00*			SM
12	N	M60		Hazardous Waste Removal	Additional Labor	$5.00*			SM
13	N			CORROSION PROTECTION	Additional Labor	$21.00*		0.5*	SM*

13 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$491.34	
Other Parts		$61.00	
Paint Materials		$397.80	
Parts & Material Total			$950.14
Tax On Parts Only	@ 5.000%		$27.62

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**		
Sheet Metal (SM)	$57.00	18.7	7.0	25.7	$1,464.90	
Mech/Elec (ME)	$75.00					
Frame (FR)	$75.00					
Refinish (RF)	$57.00	10.2		10.2	$581.40	
Paint Materials	$39.00					
Labor Total				35.9 Hours		$2,046.30
Tax on Labor		@ 5.000%			$102.32	
Gross Total						**$3,126.38**

Net Total **$3,126.38**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED

Audatex Estimating 7.0.123 ES 02/21/2014 12:30 PM REL 7.0.123 DT 02/01/2014 DB 02/15/2014
Copyright (C) 2013 Audatex North America, Inc.

2.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

Audatex a Solera company

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Audatex Estimating is a trademark of Audatex North America, Inc.

VII

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. April 14, 2014.

Your Committee to whom was referred, pursuant R. O. No. 313-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the following licenses be granted with various caveats:

CHANGE OF PREMISE

No.	Name	Address
*2726	JMKAC	608 New York Ave. - one-day events to Be held 5/10/14; 6/21/14; 6/28/14; 7/12/14; 8/9/14; 8/30/14; 8/31/14; 10/4/14; & 10/9/14 to include current premise and all lawn areas on the North, East, South and West sides of the building.

***Committee recommends approving the change of premise for 5/10/14 through 10/9/14 dates with modification to application to cover the terrace area and not the entire block.**

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
*0319	Sendlar, Carrie K.	1209 N. 16th St.

***Grant with instructions to correct application.**

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
*9090	Quasius, Jessica M.	1538 N. 10th St.

***Grant contingent on the application being corrected, and a warning to include all violations on future applications.**

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. April 14, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 333-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends granting various licenses with caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
*0330	Askalani, Hanaa H.	N6278W Cty Rd A, Glenbeulah

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

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
*0331	Williams, Kendrick L.	3647 S. 12th St.

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

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ___ - 13 - 14. By STRATEGIC FISCAL PLANNING. April 14, 2014.

Your Committee to whom was referred R. O. No. 281-13-14 by the Director of Planning and Development submitting a communication from Henry Jung and Deb Beyer on behalf of the Sheboygan River Valley Conservancy and their request to discuss and work toward protection the former Schuchardt property as a conservancy to benefit our quality of life and local environment in Sheboygan; recommends that the document be accepted and placed on 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

Other Matters

8.2

R. O. No. 281 - 13 - 14. By DIRECTOR OF PLANNING AND DEVELOPMENT.
February 19, 2014.

Submitting a communication from Henry Jung and Deb Beyer on behalf of the Sheboygan River Valley Conservancy and their request to discuss and work toward protecting the former Schuchardt property as a conservancy to benefit our quality of life and local environment in Sheboygan.

Strategic Planning
Fiscal
Ac & file

Director of Planning and Development

Proposal for Establishing a Sheboygan River Valley Conservancy

February 6, 2014

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

Dear Mayor Vandersteen,

The former 177 acre Schuchardt Farm, purchased by the City, remains of high interest to local groups and citizens as a significant natural and cultural heritage feature. A request is made via this letter to discuss and work toward protecting the property as a conservancy to benefit our quality of life and local environment in Sheboygan.

This collective group of organizations and citizens proposes to partner with the City to protect the natural and cultural resources found on the property and provide a natural area for education and recreation – a benefit and legacy for future generations.

This proposal supports numerous investments that have been made in the past decade to protect resources on the property and the larger Sheboygan River corridor, specifically:

- Sheboygan River Basin Partnership investments of $65,000 in grants and 1000+ hours of volunteer time in studying and caring for Willow Creek.
- The Schuchardt Farms Conservation Plan of 2011, written for the City of Sheboygan and funded with $39,955 from the Wisconsin Department of Natural Resources, as part of the effort to restore fish and wildlife habitat in the Sheboygan River Area of Concern.
- More than $6.5M in Federal tax dollars to restore Sheboygan River fish and wildlife habitat, including an ecological assessment and approximately $80,000 toward controlling invasive plants on the property.
- More than $80M in private, City, County, State and Federal money to restore health to the corridor in which the property lies, the Sheboygan River Area of Concern.

From a natural resources perspective, this property provides:

- The last remaining large block of intact forest and wetland habitat in the lower Sheboygan River, crucial in restoring the Sheboygan River Area of Concern's resident and migrating fish and wildlife populations.
- A class II trout stream - Willow Creek, and the immediate watershed critical to the stream's quality. This stream is unique in that it is the ONLY stream on Lake Michigan's western shore known to support three species of naturally reproducing salmon and trout.
- Rare plant and animal species.
- Opportunities for habitat restoration benefiting a broad variety of wildlife species, but especially significant for migratory birds.
- Stormwater retention and groundwater recharge.

From a historic and cultural resources perspective, this property provides:

- Native American archeological and burial sites.
- 1850's railroad.
- Pathway of the Native American trail and original road from Sheboygan to Sheboygan Falls.
- Scenic vistas reminiscent of pre-settlement Sheboygan.
- Historic barn.

From an education and recreation resources perspective, this property provides opportunities to:

- Educate students, residents and visitors of all ages about native habitats and the wild plants and animals that live there.
- Enhance local nature-based recreation and wellness activities like cross country skiing, walking, hiking, jogging, and fishing.
- Provide a large, tranquil green space amid the hustle and bustle of the City and commercial activity.

We believe this proposal is in the best interest of City taxpayers, both short-term and long-term. It supports the tens of millions of dollars already invested to improve the health of our local Sheboygan environment and economy. It also compliments an improved quality of life for Sheboygan residents by providing an escape to a large natural area that is preserved and protected and is easily accessible for those living in the City – essential for the well-being of those who live here.

Select members from the group listed below would like the opportunity to discuss how we might proceed and partner with the City to pursue a solution beneficial to multiple parties. Please feel free to contact Henry Jung at 451-1330, or Debbie Beyer at 459-6644 to discuss this further.

Sincerely,

Henry Jung
Commissioner, Capital Improvement Commission
Commissioner, Police and Fire Commission

Debbie Beyer
Natural Resources Educator
University of Wisconsin-Extension

On behalf of:
***Sheboygan River Basin Partnership**, President, Peter Pittner*
***Glacial Lakes Conservancy**, Executive Director, Mary Piehl*
***Sheboygan County Chapter of the Audubon Society**, President, June Platz*
***Sheboygan County Historical Society**, Executive Director, Travis Gross*
***Lakeshore Chapter of Trout Unlimited**, President, Gordon Martin*
***Sailing Education Association of Sheboygan,** Chair, Leslie Kohler*
***Town of Sheboygan**, Town Chairman, Dan Hein*
***Camp Y-Koda Outdoor Skills and Education**, Executive Director, Jeremiah Dentz*
***Sheboygan County Conservation Association**, President, Phil Mersberger (contacted)*
***Lakeshore Garden Club,** President, Doris Weber (contacted)*
Additional Interested Citizens

Cc: Don Hammond, Chad Pelishek, Jim Amodeo, Peter Pittner, Mary Piehl, June Platz, Travis Gross, Gordon Martin, Leslie Kohler, Dan Hein, Jeremiah Dentz, Phil Mersberger, Doris Weber

VII

R. C. No. ___ - 13 - 14. By STRATEGIC FISCAL PLANNING. April 14, 2014.

Your Committee to whom was referred R. O. No. 299-13-14 by the City Clerk submitting a communication from Dr. Soeteber stating his support of the proposal for establishing a Sheboygan River Valley Conservancy on the former 177 acre Schuchardt Farm; recommends that the document be accepted and placed on 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

4.11

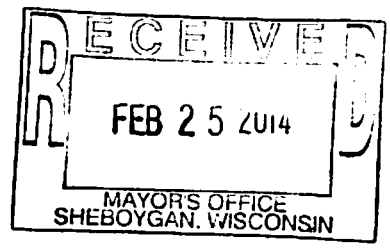
R. O. No. 299 - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a communication from Dr. Warren Soeteber stating his support of the proposal for establishing a Sheboygan River Valley Conservancy on the former 177 acre Schuchardt Farm.

Susan Richards
City Clerk

Strategic Fiscal
Ac + Fle

February 22, 2014



Mayor Michael Vandersteen

City of Sheboygan

828 Center Avenue

Sheboygan, WI 53081

Dear Mayor Vandersteen:

I am completely in accord with the contents of the enclosed letter. It is hoped that the valued Schuchardt property can be retained as is without being damaged by the deleterious imposition of capitalism.

Sincerely,

Warren H. Soeteber

Dr. Warren H. Soeteber

2815 Windepoint court

Sheboygan, WI 53083

Enc. 2

Proposal for Establishing a Sheboygan River Valley Conservancy

February 6, 2014

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

Dear Mayor Vandersteen,

The former 177 acre Schuchardt Farm, purchased by the City, remains of high interest to local groups and citizens as a significant natural and cultural heritage feature. A request is made via this letter to discuss and work toward protecting the property as a conservancy to benefit our quality of life and local environment in Sheboygan.

This collective group of organizations and citizens proposes to partner with the City to protect the natural and cultural resources found on the property and provide a natural area for education and recreation – a benefit and legacy for future generations.

This proposal supports numerous investments that have been made in the past decade to protect resources on the property and the larger Sheboygan River corridor, specifically:

- Sheboygan River Basin Partnership investments of $65,000 in grants and 1000+ hours of volunteer time in studying and caring for Willow Creek.
- The Schuchardt Farms Conservation Plan of 2011, written for the City of Sheboygan and funded with $39,955 from the Wisconsin Department of Natural Resources, as part of the effort to restore fish and wildlife habitat in the Sheboygan River Area of Concern.
- More than $6.5M in Federal tax dollars to restore Sheboygan River fish and wildlife habitat, including an ecological assessment and approximately $80,000 toward controlling invasive plants on the property.
- More than $80M in private, City, County, State and Federal money to restore health to the corridor in which the property lies, the Sheboygan River Area of Concern.

From a natural resources perspective, this property provides:

- The last remaining large block of intact forest and wetland habitat in the lower Sheboygan River, crucial in restoring the Sheboygan River Area of Concern's resident and migrating fish and wildlife populations.
- A class II trout stream - Willow Creek, and the immediate watershed critical to the stream's quality. This stream is unique in that it is the ONLY stream on Lake Michigan's western shore known to support three species of naturally reproducing salmon and trout.
- Rare plant and animal species.
- Opportunities for habitat restoration benefiting a broad variety of wildlife species, but especially significant for migratory birds.
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- Provide a large, tranquil green space amid the hustle and bustle of the City and commercial activity.

We believe this proposal is in the best interest of City taxpayers, both short-term and long-term. It supports the tens of millions of dollars already invested to improve the health of our local Sheboygan environment and economy. It also compliments an improved quality of life for Sheboygan residents by providing an escape to a large natural area that is preserved and protected and is easily accessible for those living in the City – essential for the well-being of those who live here.

VII

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

Your Committee to whom was referred R. O. No. 304-13-14 by the City Clerk submitting a Memo from Atty. McLean as requested by Alderpersons Bohren, Belanger and Heidemann regarding the garbage fee/levy limit issue; recommends that the document be placed on 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

4.4

R. O. No. 304 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Memo from Atty. McLean as requested by Alderpersons Bohren, Belanger and Heidemann regarding the garbage fee/levy limit issue.

Susan Richards
City Clerk

Finance
Acct File

CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Ald. Jim Bohren, Ald. John Belanger, Ald. Joe Heidemann **FROM:** Stephen G. McLean City Attorney

SUBJECT: Garbage Fee/Levy Limit Issue

DATE: March 13, 2014

By way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified and implemented a special charge for garbage and refuse disposal services provided by the City. The charge was established at $7.16 per month per household commencing January 1, 2012 and was reduced to $5.00 per month per household commencing January 1, 2013. This special charge is set to expire effective January 1, 2015.

Should the Common Council find that the $5.00 per month per household fee, or some amount less than $5.00 per month, is called for from a budgetary standpoint for 2015, it should take action to amend Res. 128-11-12 prior to the end of the calendar year. If the Council allowed the special charge to expire by its terms and then tried to reinstitute such a charge, it would be required under 2013 Wis. Act 20 to reduce the City's levy limit by a corresponding amount.

It is recommended that the Council act on this issue sooner, rather than later.

If the Council were to extend the special charge into 2015 now by amending Res. 128-11-12, any levy limit issue would be avoided.

If, during the budget process, it became clear that this amount of fee revenue was not needed in 2015, the Council could reduce the monthly amount of the charge without any ramifications to the City's levy limit.

Therefore, a viable strategy might be to act soon to extend the $5.00 monthly garbage and refuse service charge to extend into 2015.

As things currently stand, the City is expecting no fee revenue from the garbage fee in 2015 because, by resolution, the fee is set to expire January 1, 2015. The closer 2015 approaches, the greater the argument becomes that an attempted extension of the fee is in fact a new fee, which would require a dollar for dollar reduction in the tax levy.

SGM:kah

VI

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

Your Committee to whom was referred R. O. No. 305-13-14 by the City Clerk submitting a claim from Humberto Enriquez for alleged damages to his roof when a tree blew down his roof during a wind storm; recommends denying the claim and directing the City Attorney to send a Notice of Disallowance.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.5

R. O. No. 305- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from Humberto Enriquez for alleged damages to his roof when a tree blew down his roof during a wind storm.

Finance

dcrfs

Susan Richards
City Clerk

DATE RECEIVED 3-7-14 RECEIVED BY LS Edwards

CLAIM NO. 14-13

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: ~~Humberto Enriquez~~ Humberto Enriquez
2. Home address of Claimant: 1420 Mead Ave
3. Home phone number: 254-4518
4. Business address and phone number of Claimant: —
5. When did damage or injury occur? (date, time of day) —
6. Where did damage or injury occur? (give full description)

   a tree at 1420 Mead Ave
7. How did damage or injury occur? (give full description)

   wind storm blew the tree onto the roof
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:

e-mailed to staff 3-7-14

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").

damaged the rain gutter.

11. Name and address of any other person injured: NA no

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

Auto:	$ 0
Property:	$ rain gutter 162.00
Personal injury:	$ 0
Other: (Specify below	$
TOTAL	162.00

Damaged vehicle (if applicable)

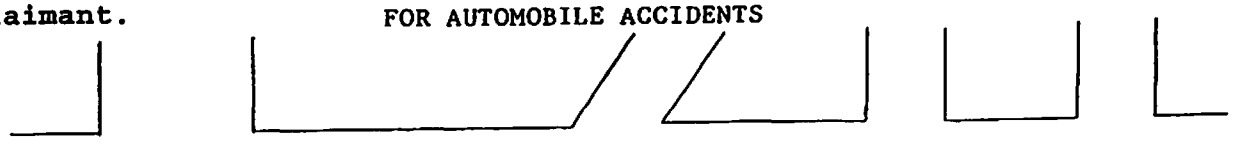
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

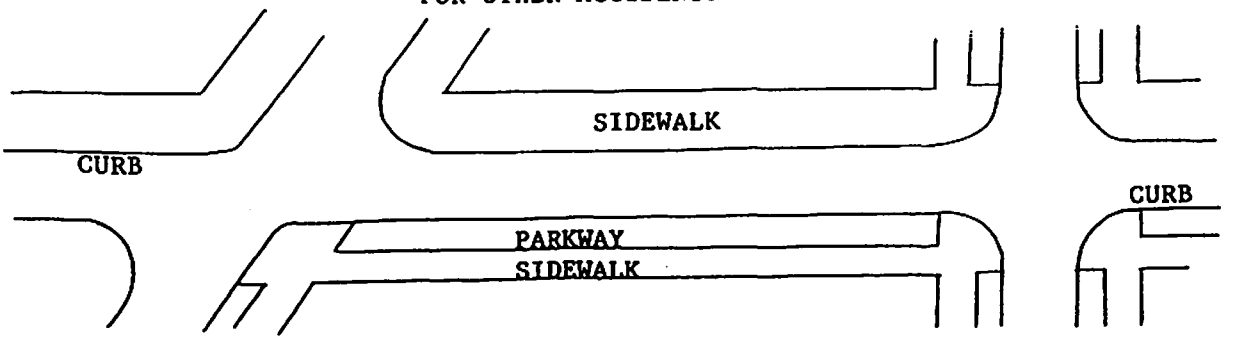
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: _____ Date: 3-7-14

DATE RECEIVED 3-7-14

RECEIVED BY LG Schroeder

CLAIM NO. 24-13

MAR 7'14 AM10:49

CLAIM

Claimant's Name: Humberto Enriquez

Claimant's Address: 1420 Mead Ave

Claimant's Phone No. 254-4518

Auto	$
Property	$
Personal Injury	$ 162.00
Other (Specify below)	$
TOTAL	162.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 162.00.

SIGNED: Humberto Enriquez DATE: 3-7-14

ADDRESS: 1420 Mead Ave

Please Re-Order From Diamond Business Graphics – (920) 458-5595

JOB ESTIMATE

N 29631

Nykoff SEAMLESS ALUMINUM GUTTERS
CUSTOM GUTTER & ALUMINUM, INC.

Gutter Helmet NEVER CLEAN YOUR GUTTERS AGAIN

SnapLock Gutter System

1135 Superior Avenue
Oostburg, Wisconsin 53070
Phone: (920) 564-2525
Fax: (920) 564-6123

P.O. NUMBER	DATE 3/6/14
LOT #	JOB #

TO Humberto Enriquez	JOB NAME
ADDRESS 1420 Mead ave.	ADDRESS
CITY Sheb. 53081	CITY
PHONE (920) 254-4518	CELL PHONE ( )
OTHER ( )	

JOB DESCRIPTION:

Install 5" .032 Seamless Aluminum Gutter - Color: Col. Ivory	162.00
3" 4" Aluminum Downspouts - Color:	
Price Includes Tearoff & Disposal ✓ No Tearoff ○	
Gutter Helmet® - Color:	
Replace Side Jambs on overhead door Col. Ivory	75.00
New Miters 27' pc	
	$ 237.00
Front Of House	
ESTIMATED BY: Dan Nykoff ESTIMATED JOB COST	

At this time, approximate lead time is_____

ACCEPTANCE OF PROPOSAL

The above prices and specifications listed above are correct. Price includes all materials, tax and labor; but does not include unforeseen conditions which may be found after work has begun. Scheduling of the job may or may not be affected by adverse weather conditions. You are authorized to do the work as specified. TERMS: NET 30 DAYS; 1-1/2% per month (18% per annum). Finance charge on unpaid balance over 30 days. PRICES VALID FOR 30 DAYS. AFTER 30 DAYS SUBJECT TO CHANGE WITHOUT NOTICE. A construction yard sign will be placed at jobsite unless you indicate otherwise.

SIGNATURE _____ Date_____

*WHITE COPY: RETURN TO ACCEPT PROPOSAL *YELLOW COPY: CUSTOMER COPY (LIEN LAW ON REVERSE SIDE)

Lien Law Notice

YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR MATERIALS FOR THE CONSTRUCTION.

YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

PRIME CONTRACTOR NAME: NYHOF CUSTOM GUTTER & ALUMINUM

BY: _____

AUTHORIZED AGENT'S NAME: DANIEL NYHOF

(PRINT NAME OF PERSON SIGNING ABOVE)

TITLE: PRESIDENT

VI

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

Your Committee to whom was referred R. O. No. 306-13-14 by the City Clerk submitting a claim from Joseph Koerner for alleged damages to his vehicle when a snow plow hit his parked car; recommends that the document be accepted and filed and to pay the claim in the amount of $1,200.32.

_____ _____

_____ _____

_____ _____

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. 306- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a claim from Joseph Koerner for alleged damages to his vehicle when a snow plow hit his parked car.

Susan Richards
City Clerk

Inside
pay $1,200.32

DATE RECEIVED 3-5-14 RECEIVED BY L Schueler

CLAIM NO. 23-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 5 '14 PM 4:23

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: JOSEPH KOERNER
2. Home address of Claimant: 837 LELAND AVE
3. Home phone number: 457-3102
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 2/16/14 MORNING
6. Where did damage or injury occur? (give full description) FRONT DRIVERS SIDE RUNNING LIGHT & HEADLAMP ASSEMBLY - FRONT FENDER SCRAPED & DENTED
7. How did damage or injury occur? (give full description) TRUCK WAS PARKED OVERNIGHT ON EVEN SIDE OF LELAND AVE WHEN IT WAS STRUCK BY A PLOW WHOS DRIVER THOUGHT HE HAD ENOUGH CLEARANCE
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").

NO INJURIES SEE #6

11. Name and address of any other person injured: _____

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

Auto: $ 1,234.88

Property: $ _____

Personal injury: $ _____

Other: (Specify below $ _____

TOTAL 1,234.88

Damaged vehicle (if applicable)

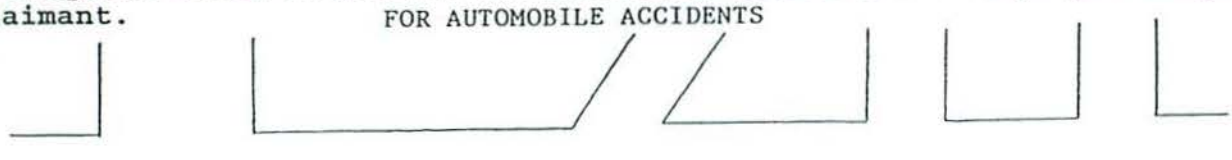
Make: FORD Model: F-350 Year: 01 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

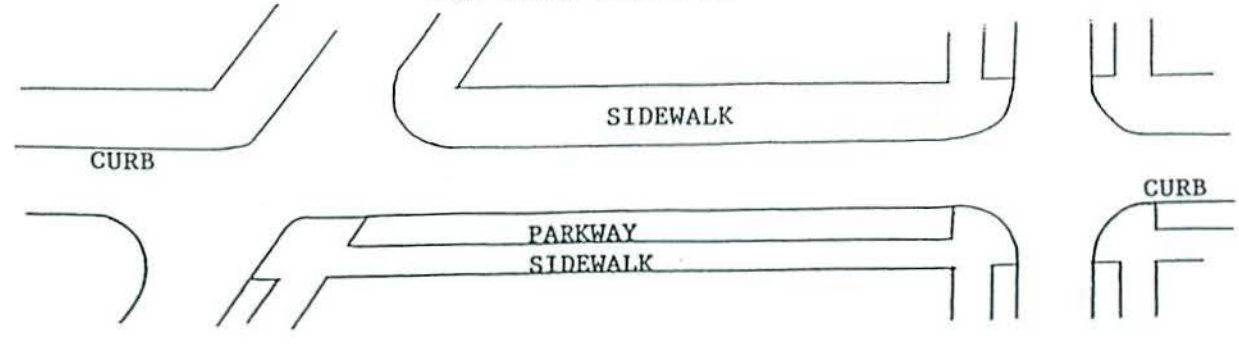
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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 Koon Date: 3/4/14

DATE RECEIVED 3-5-14

RECEIVED BY LS Schneider

CLAIM NO. 23-13

MAR 5 '14 PM 4:23

CLAIM

Claimant's Name: JOSEPH KOERNER

Claimant's Address: 837 LELAND
SHEBOYGAN, WIS

Claimant's Phone No. 457-3102

Auto	$ 1234.88
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	1234.88

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 $ 1234.88.

SIGNED: Joseph Koerner DATE: 3-4-14

ADDRESS: 837 LELAND AVE
SHEBOYGAN, WIS

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

03/03/2014 03:14 PM

Owner

Owner:	JOE KOERNER		
Address:	837 LELAND AVE	**Work/Day:**	(920)457-3102
City State Zip:	Sheboygan, WI 53081	**FAX:**	

Inspection

Inspection Date:	03/03/2014 03:12 PM	**Inspection Type:**	Drive In
Inspection Location:	Dean's Auto Body	**Contact:**	Phil Black
Address:	1407 North 29th St.	**Work/Day:**	(920)457-5494x
City State Zip:	Sheboygan, WI 53081	**FAX:**	(920)457-6495x
Primary Impact:	Left Front Side	**Secondary Impact:**	
Driveable:	Yes	**Rental Assisted:**	
Appraiser Name:	PHIL BLACK	**Appraiser License # :**	

Repairer

Repairer:	Dean's Auto Body	**Contact:**	Phil Black
Address:	1407 North 29th St.	**Work/Day:**	(920)457-5494
City State Zip:	Sheboygan, WI 53081	**FAX:**	(920)457-6495
Target Complete Date/Time:		**Days To Repair:**	3

Vehicle

2001 Ford F-350 XLT 4 DR Crew Cab Long Bed
10cyl Gasoline 6.8
4 Speed Automatic

Lic.Plate:	AT7794	**Lic State:**	WI
Lic Expire:		**VIN:**	1FTSW31521ED28808
Prod Date:	05/2001	**Mileage:**	115,908
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	P8195B
Ext. Color:	EBONY	**Int. Color:**	
Ext. Refinish:	Two-Stage	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	UD,6877	**Int. Trim Code:**	

Options

4-Wheel Drive	Air Conditioning	Anti-Lock Brakes
Camper/Towing Package	Chrome Steel Wheels	Chrome Step Bumper
Compact Disc W/Tape	Composite/European Hdlmps	Cruise Control
Dual Airbags	Fog Lights	Intermittent Wipers
Manual Locking Hubs	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Split Front Bench Seat	Tachometer	Tilt Steering Wheel
Tinted Glass	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front End Panel And Lamps										
1	PC	41		Headlamp Assy,Halogen LT	Replace PXN Reconditioned	$98.50			INC	SM
2	N	973		Headlamps Aim	Additional Labor				0.4	SM
3	E	957		Lamp,Side Marker LT	XC3Z13201BA	$73.33			INC	SM
Front Body And Windshield										
4	EP	103		Fender,Front LT	Replace PXN	$168.00			2.3	SM
5	L	103	13	Fender,Front LT	Refinish 2.5 Surface 1.0 Edge 0.6 Two-stage setup 0.7 Two-stage				4.8	RF
6	RI	43		Nameplate,Fender LT	R & I Assembly				0.2	SM
Manual Entries										
7	L	M14		Corrosion Protection	Refinish				0.2*	RF
8	EC			Cover car exterior	Replace Economy	$5.00*			0.2*	SM
9	N			De-Nib and polish	Additional Labor					SM*
10	N			Hazad, waste	Additional Labor	$5.00*				SM
11	EC			STRIPE TAPE	Replace Economy	$24.95*			0.3*	SM*
12	RI			LF FENDER EMB.	R & I Assembly				0.2*	SM*
13	N			CLEAN & RETAPE EMB./NAME	Additional Labor	$6.50*			0.5*	SM*
14	N			ALIGN WHEELS	Additional Labor				1.5*	SM*

14 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts					$73.33	
Other Parts					$307.95	
Paint Materials					$180.00	
Parts & Material Total						$561.28
Tax on Parts & Material		@ 5.000%				$28.06

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	3.2	2.4	5.6	$324.80
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	5.0		5.0	$290.00
Paint Materials	$36.00				

Labor Total		10.6 Hours		$614.80
Tax on Labor	@ 5.000%		$30.74	
Gross Total				**$1,234.88**
Net Total				**$1,234.88**

Alternate Parts Y/02/02/00/00/00 CUM 02/02/00/00/00 Zip Code: 53081 Default

SPPL Yes Zip Code: 53081 Default

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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

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a Solera company

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DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0026
OFFICE: 920-458-6111 FAX: 920-451-8198

***** PRELIMINARY ESTIMATE *****

02/20/2014 01:44 PM

Owner

Owner: JOE KOERENER
Address: 837 LELAND AV
City State Zip: Sheboygan, WI 53081

Work/Day: (920)457-3102
FAX:

Inspection

Inspection Date: 02/20/2014 01:44 PM

Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Appraiser License # :

Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Contact:
Work/Day: (920)458-6111
Work/Day:

Vehicle

2001 Ford F-350 XLT 4 DR Crew Cab Long Bed
10cyl Gasoline 6.8
4 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: EBONY
Ext. Refinish: Two-Stage
Ext. Paint Code: UA,6373

VIN: 1FTSW31S21ED28808
Mileage: 115,703
Mileage Type: Actual
Code: P8195B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive	Air Conditioning	Anti-Lock Brakes
Camper/Towing Package	Chrome Steel Wheels	Chrome Step Bumper
Compact Disc W/Tape	Composite/European Hdlmps	Cruise Control
Dual Airbags	Fog Lights	Intermittent Wipers
Manual Locking Hubs	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Split Front Bench Seat	Tachometer	Tilt Steering Wheel
Tinted Glass	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front End Panel And Lamps										
1	E	41		Headlamp Assy,Halogen LT	1C3Z13008BA	$133.48			INC	SM
2	N	973		Headlamps Aim	Additional Labor				0.4	SM
3	E	957		Lamp,Side Marker LT	XC3Z13201BA	$73.33			INC	SM
Front Body And Windshield										
4	EC	103		Fender,Front LT	Replace Economy	$185.00*			2.3	SM
5	L	103	13	Fender,Front LT	Refinish				4.8	RF
					2.5 Surface					
					1.0 Edge					
					0.6 Two-stage setup					
					0.7 Two-stage					
6	RI	43		Nameplate,Fender LT	R & I Assembly				0.2	SM
7	RI	48		Nameplate,Fender LT	R & I Assembly				0.2	SM
Front Suspension										
8	N	974		Suspension Align,Frt	Additional Labor	$79.95*			0.0*	ME
Manual Entries										
9	EC	M07		Pinstripes-Tape	Replace Economy	$15.00*			0.3*	SM
10	EC	M17		Cover Car Exterior	Replace Economy	$5.00*				RF
11	N	M60		Hazardous Waste Removal	Additional Labor	$3.00*			0.0*	SM

11 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$206.81	
Other Parts		$287.95	
Paint Materials		$172.80	
Parts & Material Total			$667.56
Tax on Parts & Material	@ 5.000%		$33.38

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	3.0	0.4	3.4	$197.20
Mech/Elec (ME)	$85.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	4.8		4.8	$278.40
Paint Materials	$36.00				

Labor Total	8.2 Hours		$475.60
Tax on Labor	@ 5.000%	$23.78	
Gross Total			**$1,200.32**
Net Total			**$1,200.32**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default

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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
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VI

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

Your Committee to whom was referred R. O. No. 308-13-14 by the City Clerk submitting an Independent Accountant's Review Report with accompanying statements of financial position of the Sheboygan County Humane Society, Inc., as of December 31, 2012 and 2011 and the related statements of activities, functional expenses and cash flows for the years then ended; recommends that the document be accepted and filed.

_____ _____

_____ _____

_____ _____

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. 308 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting an Independent Accountant's Review Report with accompanying statements of financial position of the Sheboygan County Humane Society, Inc., as of December 31, 2012 and 2011 and the related statements of activities, functional expenses and cash flows for the years then ended.

Susan Richards
City Clerk

Finance
Acct File

SHEBOYGAN COUNTY HUMANE SOCIETY, INC.

REVIEWED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2012 AND 2011

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Statements of Activities 5

Statements of Functional Expenses 6

Statements of Cash Flows 7

Notes to Financial Statements 8-13

H&A
HUBERTY
& ASSOCIATES s.c.

CERTIFIED PUBLIC ACCOUNTANTS

Brigid Bergan, CPA
Gary G. Born, CPA
Gregory G. Feucht, CPA
Ann B. Freund, CPA
Eric Gurholt, CPA
Cynthia L. Hintz, CPA
Wayne N. Huberty, CPA
Christina Plummer, CPA

Lauren Price, CPA
Dean C. Rogers, CPA
Gregory P. Stewart, CPA
Christine J. Taylor, CPA
Kimberly Thome, CPA
Paul Van Ess, CPA
Nathan Volkomener, CPA
Wayne M. Wallschlaeger, CPA

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Board of Directors
Sheboygan County Humane Society, Inc.
Sheboygan, Wisconsin

We have reviewed the accompanying statements of financial position of the Sheboygan County Humane Society, Inc. as of December 31, 2012 and 2011 and the related statements of activities, functional expenses and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Huberty & Associates, S.C.

Certified Public Accountants

Fond du Lac, Wisconsin
July 2, 2013

SHEBOYGAN COUNTY HUMANE SOCIETY, INC.
STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2012 AND 2011

	2012	2011
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 40,818	$ 39,677
Accounts receivable	68	-
Prepaid expenses	11,572	3,430
Total Current Assets	52,458	43,107
Property and Equipment		
Land and land improvements	82,260	82,260
Buildings	490,844	490,844
Equipment and furniture	286,175	277,274
	859,279	850,378
Less: accumulated depreciation	504,504	477,769
Total Property and Equipment, net	354,775	372,609
Other Assets:		
Bequest receivable	53,918	81,389
Investments	774,869	616,293
Beneficial interests in trust estates	299,508	288,545
Total Other Assets	1,128,295	986,227
Total Assets	$ 1,535,528	$ 1,401,943
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Notes payable	$ 15,875	$ 24,500
Accounts payable	11,585	8,719
Accrued expenses	9,070	7,276
Total Current Liabilities	36,530	40,495
Net Assets:		
Unrestricted:		
Designated for endowment	881,737	726,353
Property and equipment	354,775	372,609
Total Unrestricted	1,236,512	1,098,962
Permanently restricted	262,486	262,486
Total Net Assets	1,498,998	1,361,448
Total Liabilities and Net Assets	$ 1,535,528	$ 1,401,943

SHEBOYGAN COUNTY HUMANE SOCIETY, INC.
STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012			2011		
	Unrestricted	Permanently Restricted	Total	Unrestricted	Permanently Restricted	Total
Support and Revenues:						
Program Revenue:						
Adoption fees	$ 36,116	$ -	$ 36,116	$ 53,571	$ -	$ 53,571
Cremations	32,234	-	32,234	36,811	-	36,811
License fees	67,259	-	67,259	71,924	-	71,924
Impound fees	1,590	-	1,590	4,518	-	4,518
SNAP fees	42,049	-	42,049	31,850	-	31,850
Surrender fees	7,741	-	7,741	10,512	-	10,512
Vaccinations	16,737	-	16,737	20,949	-	20,949
Other	25,515	-	25,515	28,627	-	28,627
Contributions:						
Memorials and bequests	68,313	-	68,313	97,985	135,241	233,226
Other	276,976	-	276,976	230,134	-	230,134
Return on beneficial interest	23,796	-	23,796	6,094	-	6,094
Investment return	94,290	-	94,290	(2,029)	-	(2,029)
Loss on disposal of property and equipment	-	-	-	(10,797)	-	(10,797)
Rental income	6,000	-	6,000	4,175	-	4,175
Miscellaneous	164	-	164	566	-	566
Total Support and Revenues	698,780	-	698,780	584,890	135,241	720,131
Expenses:						
Program	427,453	-	427,453	488,803	-	488,803
Management and general	99,289	-	99,289	112,466	-	112,466
Fundraising	34,488	-	34,488	30,331	-	30,331
Total Expenses	561,230	-	561,230	631,600	-	631,600
Change in Net Assets	137,550	-	137,550	(46,710)	135,241	88,531
Net Assets:						
Beginning of year	1,098,962	262,486	1,361,448	1,145,672	127,245	1,272,917
End of year	$ 1,236,512	$ 262,486	$ 1,498,998	$ 1,098,962	$ 262,486	$ 1,361,448

See independent accountant's review report and notes to financial statements.

SHEBOYGAN COUNTY HUMANE SOCIETY, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012				2011			
	Program	Management and General	Fund Raising	Total	Program Services	Management and General	Fund Raising	Total
Wages and payroll taxes	$ 267,255	$ 64,929	$ 12,608	$ 344,792	$ 293,718	$ 69,608	$ 11,175	$ 374,501
Drugs	32,874	-	-	32,874	41,756	-	-	41,756
Micro chipping	11,239	-	-	11,239	12,663	-	-	12,663
Food and supplies	15,270	-	-	15,270	20,371	-	-	20,371
Spay and neuter expense	17,364	-	-	17,364	14,632	-	-	14,632
Vehicle expenses	1,476	632	-	2,108	2,445	1,048	-	3,493
Utilities	21,917	7,306	-	29,223	26,398	8,799	-	35,197
Depreciation	26,739	2,971	-	29,710	30,411	3,379	-	33,790
Repairs and maintenance	5,823	3,882	-	9,705	9,557	6,372	-	15,929
Insurance	10,798	2,699	-	13,497	12,569	3,142	-	15,711
Dues and licenses	7,098	1,056	-	8,154	7,154	1,214	-	8,368
Education	882	98	-	980	2,404	267	-	2,671
Bad debt expense	1,174	-	-	1,174	1,022	-	-	1,022
Office expense	3,210	1,223	20,667	25,100	7,428	2,574	17,090	27,092
Professional	1,704	8,660	1,104	11,468	3,960	8,984	1,957	14,901
Telephone, cable and internet	2,179	1,517	109	3,805	2,315	1,569	109	3,993
Miscellaneous	451	23	-	474	-	740	-	740
Interest expense	-	628	-	628	-	792	-	792
Bank and credit card fees	-	3,665	-	3,665	-	3,978	-	3,978
	$ 427,453	$ 99,289	$ 34,488	$ 561,230	$ 488,803	$ 112,466	$ 30,331	$ 631,600

See independent accountant's review report and notes to financial statements.

SHEBOYGAN COUNTY HUMANE SOCIETY, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2012 AND 2011

	2012	2011
Cash Flows From Operating Activities:		
Change in net assets	$ 137,550	$ 88,531
Adjustments to reconcile net earnings to net cash provided (used) by operating activities:		
Depreciation	29,710	33,790
Realized (gain) loss on investments	(33,104)	47,399
Unrealized gain on investments	(46,605)	(35,268)
Loss on disposal of property and equipment	-	10,797
Donated beneficial interest	-	(135,241)
Return on beneficial interest	(23,796)	(6,094)
Effects of changes in operating assets and liabilities:		
Accounts receivable	(68)	-
Prepaid expenses	(8,142)	645
Bequest receivable	27,471	(81,389)
Accounts payable	2,866	(12,657)
Accrued expenses	1,794	1,810
Net Cash Provided (Used) by Operating Activities	87,676	(87,677)
Cash Flows From Investing Activities:		
Proceeds from sale of investments	679,638	253,979
Purchase of investments	(758,505)	(150,880)
Disbursements from beneficial interest	12,833	7,700
Purchase of property and equipment	(11,876)	(20,636)
Net Cash Provided (Used) by Investing Activities	(77,910)	90,163
Cash Flows From Financing Activities:		
Net increase (decrease) in notes payable	(8,625)	3,500
Net Increase in Cash	1,141	5,986
Cash:		
Beginning of year	39,677	33,691
End of year	$ 40,818	$ 39,677
Supplemental Disclosures:		
Interest paid	$ 628	$ 792

See independent accountant's review report and notes to financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Sheboygan County Humane Society, Inc. is a not-for-profit organization whose purpose is to provide care for lost and abandoned animals in Sheboygan County. The Organization's primary sources of support and revenue are from contributions and fees.

A summary of the Organization's significant accounting policies applied in the preparation of the accompanying financial statements follows.

Basis of Accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting.

Fair Value Measurements

In accordance with professional standards, the Organization defines fair value as the exchange price (an exit price) that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Professional standards establish a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels of inputs used to measure fair value are as follows:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Observable inputs other than quoted market prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.

Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

Cash and Cash Equivalents

Cash and cash equivalents includes all highly liquid investments with an initial maturity of three months or less.

Promises to Give

Unconditional promises to give are recognized as contribution revenue in the period promised and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Conditional promises to give are recognized only when the conditions on which they depend are substantially met.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment are carried at the approximate fair value at the date of donation. Expenditures for additions and improvements are capitalized. Maintenance and repairs, which do not improve or extend the useful lives of the assets, are expensed as incurred. Property and equipment sold, or otherwise disposed of, is removed from the property accounts, with gains or losses reflected on the Statement of Activities.

Depreciation is provided using the straight-line method over estimated useful lives of the assets as follows:

Land improvements	12 - 39 years
Buildings	15 - 39 years
Equipment and furniture	5 - 15 years

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

Net Assets

Net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization had no temporarily restricted net assets as of December 31, 2012 and 2011.

Permanently restricted net assets – Net assets resulting from contributions whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled and removed by actions of the Organization. The Organization had $262,486 of permanently restricted net assets as of December 31, 2012 and 2011.

Contributions

Contributions are recognized as revenue when they are received or unconditionally promised. All contributions are available for unrestricted use unless specifically restricted by the donor. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Contributed Materials and Services

Contributed materials and services are recognized as contributions if the services (a) create or enhance non-financial assets or (b) require special skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the Statements of Activities and in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising

The Organization uses advertising to promote its programs among the audiences it serves. Advertising costs are charged to operations when incurred. During 2012 and 2011, there were no advertising costs.

Income Taxes

The Organization is exempt from Federal and State income taxes under Internal Revenue Code 501(c)(3). In addition, the Organization qualifies for the charitable contribution deduction under Internal Revenue Code 170(b)(1)(A) and has been classified as an organization other than a private foundation under Internal Revenue Code 509(a)(2).

The Organization has evaluated tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2011 and 2011. All years not closed by statute of limitations in jurisdictions remain open for examinations.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE B – INVESTMENTS

Investments consist of the following at December 31:

	2012	2011
Cash equivalents	$ 60,343	$ 17,040
Fixed income funds	259,398	201,612
Equity funds	455,128	397,641
	$ 774,869	$ 616,293

NOTE B – INVESTMENTS - Continued

Investment return consists of the following for the year ended December 31:

	2012	2011
Interest and dividend income	$ 19,603	$ 13,565
Gain (loss) on sale of investments	33,104	(47,399)
Unrealized gain on investments	46,605	35,268
Investment fees	(5,022)	(3,463)
	$ 94,290	$ (2,029)

NOTE C – FAIR VALUE MEASUREMENT

Following is a description of the valuation methodologies used for assets measured at fair value.

Money market, fixed income, equity funds and beneficial interests in trust estates are valued using quotes from pricing vendors based on recent trading activity and other observable market data.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair value. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at December 31, 2012:

		Fair Value Measurements Using		
	Total	Level 1	Level 2	Level 3
Money market funds	$ 60,343	$ 56,693	$ -	$ 3,650
Fixed income funds	259,398	259,398	-	-
Equity funds	455,128	455,128	-	-
Beneficial interests in trust estates	299,508	299,508	-	-
	$ 1,074,377	$ 1,070,727	$ -	$ 3,650

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at December 31, 2011:

		Fair Value Measurements Using		
	Total	Level 1	Level 2	Level 3
Money market funds	$ 17,040	$ 13,390	$ -	$ 3,650
Fixed income funds	201,612	201,612	-	-
Equity funds	397,641	397,641	-	-
Beneficial interests in trust estates	288,545	288,545	-	-
	$ 904,838	$ 901,188	$ -	$ 3,650

There were no assets or liabilities measured at fair value on a nonrecurring basis as of December 31, 2012 and 2011.

NOTE C – FAIR VALUE MEASUREMENT – Continued

Information regarding the changes in the fair value of the Organization's Level 3 investments for the years ended December 31 follows:

	2012	2011
Level 3 Investments:		
Beginning of year	$ 3,650	$ 3,915
Unrealized gains (losses)	-	(265)
Purchases, sales, issuance and settlements, net	-	-
End of year	$ 3,650	$ 3,650

NOTE D – BENEFICIAL INTERESTS IN TRUST ESTATES

The Organization is a beneficiary under two trust estates. Under the terms of one of the split-interest agreements, the Organization shall receive a one-sixth distribution of the net income, paid annually. All assets contributed to the trust estate are permanently restricted with income available for unrestricted use. Under the terms of the other split-interest agreement, the Organization shall receive a one-tenth distribution of the net income, paid annually. All assets contributed to the trust estate are permanently restricted with income available for unrestricted use.

	2012	2011
Total beneficial interests in trust estates	$ 299,508	$ 288,545

Return on beneficial interest consisted of the following at December 31:

	2012	2011
Investment income	$ 12,833	$ 7,700
Unrealized gain (loss) on beneficial interests	10,963	(1,606)
	$ 23,796	$ 6,094

NOTE E – NOTES PAYABLE

The Organization maintains a $25,000 line of credit which is secured by cash, investments and equipment. The balance at December 31, 2012 and 2011 was $15,875 and $19,500, respectively. The line of credit bears interest at the prime rate (3.25% at December 31, 2012 and 2011), expires June 2013.

The Organization also owed an interest-free note payable due to a related party for $5,000 as of December 31, 2011.

NOTE F – BOARD DESIGNATED ENDOWMENT NET ASSETS

As of December 31, 2012 and 2011, the Board of Directors has designated $881,737 and $726,353, respectively of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

NOTE F – BOARD DESIGNATED ENDOWMENT NET ASSETS – Continued

The Organization has a spending policy of appropriating for distribution each year a portion of its investments' fair value as of October 31 of the previous year. The amount is based on short-term interest rates. In establishing this policy, the Organization considered the long-term expected investment return on its endowment. The Organization has adopted an investment policy that attempts to maximize total return consistent with an acceptable level of risk. Endowment assets are invested in a well diversified asset mix, which includes equity and debt securities.

Composition of and changes in endowment net assets were as follows:

	2012	2011
Beginning of year	$ 726,353	$ 749,112
Investment income	14,580	10,102
Net appreciation (realized and unrealized)	79,709	(12,131)
Amounts appropriated for expenditures:		
Based on spending policy	(14,050)	(56,200)
Net assets reclassified as designated	75,145	35,470
End of year	$ 881,737	$ 726,353

NOTE G – LEASE AS LESSOR

The Organization is party to a vehicle use agreement with the Wisconsin Federated Humane Societies, Inc. The agreement is for one year with an automatic renewal option of one additional term ending in May, 2013. The agreement states the lessee will pay $500 per month and will reimburse the Organization for the annual insurance premium. Total rental income is $6,000 and $4,175 as of December 31, 2012 and 2011.

NOTE H – SIGNIFICANT CONCENTRATIONS

Contributions from two donors accounted for approximately 26% for the year ended December 31, 2012. Contributions from three donors accounted for approximately 59% for the year ended December 31, 2011. Effective April 1, 2013, one of these donors, accounting for 16% and 12% of contributions for the years ended December 31, 2012 and 2011, respectively, discontinued their regular gifting.

NOTE I – SUBSEQUENT EVENTS

In January, 2013, the Organization purchased a vehicle from a related party in the amount of $17,500.

The Organization has evaluated subsequent events and transactions for potential recognition or disclosure in the financial statements through July 2, 2013, the date on which the financial statements were available to be issued.

VIII

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

Your Committee to whom was referred the following:

1. R. O. No. 310-13-14 by the Purchasing Agent submitting an evaluation for Proposal for providing Financial Advisory services through March 31, 2016; and

2. Res. No. 156-13-14 by Alderperson Hammond authorizing entering into contract for obtaining Financial Advisory services formerly referred to as Bond Counsel Services;

recommends that the Report of Officer be accepted and filed and the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.2

Res. No. 156 - 13 - 14. By Alderperson Hammond. March 13, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for obtaining Financial Advisory services formerly referred to as Bond Counsel Services.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Wisconsin Public Finance Professionals, LLC for Financial Advisory services beginning April 1, 2014 through March 31, 2016 in accordance with City of Sheboygan RFP #1838-14 and the current Capital Improvements Program.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Debt Issuance expense Account Number 30115100-540117 in payment of same.

Finance
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

II

4.10

R. O. No. 310- 13 - 14. By PURCHASING AGENT. March 17, 2014.

Submitting an evaluation of Request for Proposal #1838-14 received on March 10, 2014 for providing Financial Advisory services through March 31, 2016.

The services to be provided were formerly referred to as Bond Counsel Services. Essentially, the services to be provided under the agreement are the same with the exception of the provision of representation in legal matters related to bonding.

The City received two proposals:

WI Public Finance Professionals, LLC Milwaukee	**Cost per issue**
General Obligation **Bond Issuance**	
$1 Million to $4 million	$ 11,750.00 To $ 15,500.00
Hourly Rates (if required)	
Financial Advisor…$ 75.00	
Sr. Analyst…….$ 50.00	
Jr. Analyst……. $ 40.00	

Ehlers, Brookfield	
General Obligation **Bond Issuance**	
$1 Million to $4 million	$ 16,000.00
Hourly Rates (if required)	
Sr. Financial Advisor…$ 200.00	
Sr. Disclosure Coord. $ 110.00	

The cost of services is based on three anticipated issues.

The evaluation team feels that the proposal of WI Public Finance Professionals, LLC will provide the best value for the services provided.

Therefore it is recommended that the Purchasing Agent be authorized to enter into contract with WI Public Finance Professionals LLC for providing financial advisory /bond counsel services.

Respectfully submitted,

Finance
Ack Jell

Bernard Rammer
Purchasing Agent

VI

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

Your Committee to whom was referred R. O. No. 311-13-14 by the City Clerk submitting the Harbor Centre Business Improvement District Financial Statements dated December 31, 2013 together with the Independent Auditor's Report; recommends that the document be accepted and placed on 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

Other Matters

8.2

R. O. No. 311 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting the Harbor Centre Business Improvement District Financial Statements dated December 13, 2013 together with the Independent Auditor's Report.

Finance
Acc'g File

Susan Richards
City Clerk

HARBOR CENTRE
BUSINESS IMPROVEMENT DISTRICT
(A COMPONENT UNIT OF THE CITY OF SHEBOYGAN, WISCONSIN)

Financial Statements

December 31, 2013

Together With Independent Auditors' Report

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT
(A Component Unit of the City of Sheboygan, Wisconsin)

CONTENTS

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Statement of Cash Flows	6
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Schenck SC
CPAs AND SO MUCH MORE.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Harbor Centre Business Improvement District
Sheboygan, Wisconsin

Report on the Financial Statements

We have audited the accompanying financial statements of Harbor Centre Business Improvement District (District), a component unit of the City of Sheboygan, Wisconsin, which comprise the statement of net position as of December 31, 2013, and the related statement of revenue, expenses and changes in net position - budget and actual and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District as of December 31, 2013, and the results of its operations for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

Schenck SC

Certified Public Accountants

Sheboygan, Wisconsin
March 11, 2014

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT
(A Component Unit of the City of Sheboygan, Wisconsin)

Statement of Net Position
December 31, 2013

ASSETS	
Current assets:	
Cash	$ 32,714
Accounts receivable	7,881
Prepaid rent	570
Total current assets	41,165
Capital assets:	
Leasehold improvements	1,500
Equipment	7,291
	8,791
Less accumulated depreciation	1,664
Net capital assets	7,127
Total assets	$ 48,292
LIABILITIES AND NET POSITION	
Current liabilities:	
Accounts payable	$ 21,593
Accrued payroll taxes	1,670
Total current liabilities	23,263
Net position:	
Net investment in capital assets	7,127
Restricted by Wisconsin statutes	17,902
Total net position	$ 25,029

See notes to financial statements.

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT
(A Component Unit of the City of Sheboygan, Wisconsin)

Statement of Revenue, Expenses and Changes in Net Position - Budget and Actual
Year ended December 31, 2013

	Actual	Original and Final Budget	Final Budget Variance Positive (Negative)
Operating revenue			
Special assessments	$ 130,541	$ 130,000	$ 541
Special events	16,528	13,500	3,028
Other	735	600	135
Total operating revenue	147,804	144,100	3,704
Expenses			
Special events, marketing, and advertising	88,294	69,992	(18,302)
Brochures	3,449	3,500	51
Business recruitment	-	1,000	1,000
Administration:			
Manager salary	46,500	46,500	-
Payroll taxes	3,557	3,504	(53)
Unemployment	325	1,970	1,645
Rent	6,840	6,840	-
Postage	211	150	(61)
Office supplies	555	464	(91)
Insurance	1,250	3,000	1,750
Telephone	513	720	207
Travel and meetings	2,874	2,000	(874)
Professional fees	6,385	4,960	(1,425)
Depreciation	618	-	(618)
Master plan	65,700	70,000	4,300
Miscellaneous	88	100	12
Total expenses	227,159	214,700	(12,459)
Operating loss	(79,355)	(70,600)	(8,755)
Nonoperating revenue			
Interest income	231	600	(369)
Change in net position	(79,124)	$ (70,000)	$ (9,124)
Net position			
Beginning of year	104,153		
End of year	$ 25,029		

See notes to financial statements.

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT
(A Component Unit of the City of Sheboygan, Wisconsin)

Statement of Cash Flows
Year ended December 31, 2013

Cash flows from operating activities		
Cash received from City and sponsors	$	155,055
Cash paid to suppliers		(167,730)
Cash paid to employees		(46,318)
Net cash used for operating activities		(58,993)
Cash flows from capital and related financing activities		
Acquisition of capital assets		(5,000)
Cash flows from investing activities		
Interest received on investments		231
Cash		
Net decrease		(63,762)
Beginning of year		96,476
End of year	$	32,714
Reconciliation of operating loss to net cash used for operating activities		
Operating loss	$	(79,355)
Adjustments to reconcile operating loss to net cash used for operating activities:		
Depreciation		618
Changes in current assets and current liabilities:		
Accounts receivable		7,252
Accounts payable		12,310
Accrued payroll taxes		182
Net cash used for operating activities	$	(58,993)

See notes to financial statements.

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT
(A Component Unit of the City of Sheboygan, Wisconsin)

Notes to Financial statements
December 31, 2013

Note 1 - Nature of entity and summary of significant accounting policies

The Harbor Centre Business Improvement District (District) is a component unit of the City of Sheboygan, Wisconsin (City). The District was developed to utilize the historic strengths of the City - its lakefront, riverfront and downtown - by recruiting new businesses, promoting the central part of the City and organizing special events. The District is governed by an 11-member appointed board which is responsible for managing the District and implementing its operating plan, which is approved by the City.

The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant accounting policies follow:

A. Measurement focus and basis of accounting

The District accounts for its operations as an enterprise fund. Enterprise funds are used to account for operations financed and operated in a manner similar to private business with the intent that the costs (expenses, including depreciation) of providing services be financed primarily through special assessment charges. An enterprise fund is accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation are included on the Statement of Net Position. Enterprise fund operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in net total assets.

The accrual basis of accounting is utilized by enterprise funds. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Unpaid enterprise fund service receivables are recorded at year-end. All capital assets are capitalized at historical cost and depreciated over their useful lives.

B. Budgets

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America and are employed as a management control device only and are not legally binding.

C. Capital assets and depreciation

Acquisitions and improvements of property and equipment are capitalized while expenditures for repairs and maintenance that do not materially prolong the useful lives of assets are expensed. Purchased property and equipment is carried at cost. Depreciation is computed using the straight-line method over the estimated lives of the assets.

Note 1 - Nature of entity and summary of significant accounting policies, continued

D. Special assessment revenue

The primary source of revenue for the District is a special assessment which is levied on property that is located within the District. The special assessments are collected and distributed to the District by the City. The aggregate amount of property taxes to be levied for District purposes is determined according to provisions of the Wisconsin Statutes. Property taxes attach an enforceable lien as of January 1.

Property tax calendar - 2013 tax roll:

Lien date and levy date	December, 2013
Tax bills mailed	December, 2013
Payment in full	January 31, 2014

E. Deferred outflows/inflows of resources

The District follows GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position,* for. In addition to assets, the balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expenditure) until then. The District currently does not have any items that qualify for reporting in this category.

In addition to liabilities, the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District currently does not have any items that qualify for reporting in this category.

F. Net position

Equity is classified as net position and displayed in three components:

- *Net investment in capital assets* - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Note 1 - Nature of entity and summary of significant accounting policies, continued

F. Net position, continued

- *Restricted net position* - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- *Unrestricted net position* - This component of net position consists of net position that does not meet the definition of "restricted" or "net investment in capital assets".

G. Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 - Cash

Invested cash consists of deposits and investments that are restricted by Wisconsin statutes to the following:

Time deposits; repurchase agreements; securities issued by federal, state, and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin local government investment pool.

The carrying amount of the District's cash totaled $32,714 on December 31, 2013 and consisted of bank deposits. Bank deposits of the District are subject to various risks. Presented below is a discussion of the District's deposits and the related risks.

Deposits with Financial Institutions

Deposits with financial institutions within the State of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of $250,000 for the combined amount of all time and savings deposits and $250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. The District's cash deposits may exceed these federally insured limits at times during the year. The District has not experienced any losses on these accounts. Management believes the District is not exposed to any significant credit risk on cash.

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District does not have an additional custodial credit policy.

Note 3 - Capital assets

Capital asset activity for the year ended December 31, 2013 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, being depreciated:				
Leasehold improvements	$ 1,500	$ -	$ -	$ 1,500
Equipment	2,291	5,000	-	7,291
Subtotals	3,791	5,000	-	8,791
Accumulated depreciation	1,046	618	-	1,664
Governmental activities, capital assets	$ 2,745	$ 4,382	$ -	$ 7,127

Note 4 - Operating lease

The District leases office space under an operating lease which expires February 2016. The required minimum rental payments under non-cancellable leases as of December 31, 2013 are as follows:

Year ending December 31,	
2014	$ 6,840
2015	6,840
2016	1,140
	$ 14,820

Rent expense amounted to $6,840 for the year ended December 31, 2013.

VII

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

Your Committee to whom was referred R. O. No. 312-13-14 by the City Clerk submitting a Summons and Complaint in the matter of BMO Harris Bank vs. LTD Rentals & Restoration, LLC, et al.; recommends that the document be placed on 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

Other Matters 8.4

R. O. No. 312 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Summons and Complaint in the matter of BMO Harris Bank vs. LTD Rentals & Restoration, LLC, et al.

Finance

File

Susan Richards
City Clerk

File a

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

BMO Harris Bank, N.A., successor to
M&I Marshall & Ilsley Bank
180 North Executive Drive
Brookfield, WI 53005

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

Plaintiff,

vs.

Case No 14CV0154

LTD Rentals & Restoration, LLC
c/o Timothy A. Darr,
Registered Agent
735 Oriole Lane
Plymouth, WI 53073

Timothy A. Darr
441 Pickett Street
Plymouth, WI 53073

Process Server: Jason Jirschele
Time: 1:35pm Date: 3/6/14
Address of serve: 828 Center Ave, Sheboygan, WI 53081
Person Served: linda schroeder CLS Deputy city clerk

( ) Personal ( ) Substitut
( ) Posted (X) Corporate

SHEBOYGAN COUNTY WISCONSIN
2014 MAR -4 A 11:00
CLERK CIRCUIT COURT FILED

Bank First National-Plymouth Office
2323 Eastern Avenue
Plymouth, WI 53073

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Defendants.

SUMMONS

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

THE STATE OF WISCONSIN,

To each person named above as a defendant:

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

Within 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 3, 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

BMO Harris Bank, N.A., successor to
M&I Marshall & Ilsley Bank
180 North Executive Drive
Brookfield, WI 53005

Plaintiff,

vs. Case No. 14CV0154

LTD Rentals & Restoration, LLC
c/o Timothy A. Darr,
Registered Agent
735 Oriole Lane
Plymouth, WI 53073

Timothy A. Darr
441 Pickett Street
Plymouth, WI 53073

Bank First National-Plymouth Office
2323 Eastern Avenue
Plymouth, WI 53073

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Defendants.

CLERK CIRCUIT COURT
FILED
2014 MAR -4 A 11:00
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 national association organized and existing under the laws of the United States of America and is engaged in the lending business with offices at the address stated in the captions of the Summons and Complaint.

2. Mortgagor defendant, LTD Rentals & Restoration, LLC, is a limited liability company with a registered agent whose last-

known address is the address stated in the captions of the Summons and Complaint.

3. Mortgagor defendant LTD Rentals & Restoration, LLC, by its authorized representative, executed and delivered a Note in the sum of $160,000.00 to M&I Marshall & Ilsley Bank, for the consideration expressed therein, a copy being attached hereto as an Exhibit.

4. To secure repayment of the Note, mortgagor defendant, by its authorized representative, executed and delivered a Mortgage to M&I Marshall & Ilsley Bank for the consideration expressed therein, a copy being attached hereto as an Exhibit, and said Mortgage was recorded in the office of the Register of Deeds on August 18, 2008, as Document No. 1859070.

5. The Note is mature.

6. The mortgagor defendant has not paid the balance due on the mature Note.

7. Mortgagor defendant further defaulted under the terms of the Note and Mortgage by permitting the real estate taxes due on the mortgaged premises to become, and to remain, delinquent for the years 2011, 2012, and 2013 in the total sum of $10,982.52.

8. Plaintiff, as successor to M&I Marshall & Ilsley Bank, is as the holder of the Note and Mortgage, and has declared the unpaid balance immediately payable.

9. Plaintiff is owed the sum of $160,088.44 as of February 7, 2014, plus accrued interest to the date of entry of judgment.

10. 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 N5463 State Highway 57, Plymouth, WI 53073, and that said premises cannot be sold in parcels without injury to the interests of the parties.

11. 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 mortgagor defendant, unless it abandons 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.

12. The plaintiff claims an additional interest in and to the mortgaged premises by virtue of a Mortgage in the original stated amount of $34,000.00 dated March 31, 2009 and recorded on April 7, 2009 as Document Number 1874426, but that any such interest is junior and subordinate to the Mortgage described in Paragraph Three (3) above. This Paragraph is for notice and surplus purposes only and is not intended to foreclose said junior mortgage.

13. That the following defendants 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:

> Timothy A. Darr by virtue of any interest said defendant may claim in and to the mortgaged premises;
>
> Bank First National-Plymouth Office by virtue of a Real Estate Mortgage to Secure Guaranty from LTD Rentals & Restoration, LLC, dated August 20, 2010, recorded August 31, 2010, as Document Number 10907940;
>
> City of Sheboygan by virtue of a judgment docketed against LTD Restoration LLC on January 28, 2014, Case Number 2014TJ000042, in the principal sum of $681.00;
>
> City of Sheboygan by virtue of a judgment docketed against LTD Restoration LLC on Janaury 21, 2014, Case Number 2014TJ000016, in the principal sum of $681.00 and
>
> City of Sheboygan by virtue of a judgment docketed against LTD Restoration LLC on Janaury 21, 2014, Case Number 2014TJ000015, in the principal sum of $681.00.

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 mortgagor defendant or its assigns abandon the property, for foreclosure and sale of the mortgaged premises in accordance with Sec. 846.102, Wis. Stats.;

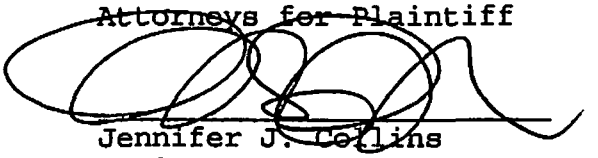
(3) That the defendants, or persons occupying the premises, be enjoined and restrained from committing waste during the pendency of the action, and that plaintiff have such other and further relief as may be just and equitable.

Dated: March 3, 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:

BMO Harris Bank, N.A., successor to M&I Marshall & Ilsley Bank
180 North Executive Drive
Brookfield, WI 53005

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 $160,088.44 as of February 7, 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.

[redacted]

M&I BANK

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$140,000.00	08-06-2008	08-06-2011	[redacted]	E100 / C0		03827	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: LTD Rentals & Restoration, LLC
735 Oriole Lane
Plymouth, WI 53073

Lender: M&I Marshall & Ilsley Bank
Plymouth
2002 Eastern Ave
Plymouth, WI 53073

Principal Amount: $140,000.00 **Date of Note: August 6, 2008**

PROMISE TO PAY. LTD Rentals & Restoration, LLC ("Borrower") promises to pay to M&I Marshall & Ilsley Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Forty Thousand & 00/100 Dollars ($140,000.00), together with interest on the unpaid principal balance from August 6, 2008, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.334% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 35 regular payments of $1,037.70 each and one irregular last payment estimated at $128,619.42. Borrower's first payment is due September 6, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 6, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to Accrued Interest, Principal, Late Charges, and Escrow. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT PENALTY. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: Upon a full or partial prepayment of this Note at any time prior to the final scheduled payment due date on the Note, a prepayment fee of 3% of the prepaid balance shall be immediately due and payable by the Borrower. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: M&I Marshall & Ilsley Bank, P.O. 3114 Milwaukee, WI 53201-3114.

LATE CHARGE. If a payment is not made on or before the 10th day after its due date, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or

forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Wisconsin.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Sheboygan County, State of Wisconsin.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of $15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

HEDGING INSTRUMENTS. Obligations and Indebtedness includes, without limitation all obligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate swap transaction, basis swap, forward rate transaction, interest rate option, price risk hedging transaction or any similar transaction between the Borrower and Lender.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note benefits Lender and its successors and assigns, and binds Borrower and Borrower's heirs, successors, assigns, and representatives. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

LTD RENTALS & RESTORATION, LLC

By: _____
Timothy K. Dorr, Member of LTD Rentals & Restoration, LLC

Received
AUG 11 2008

[redacted] Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - WI [redacted]

1859070

SHEBOYGAN COUNTY, WI
RECORDED ON
08/18/2008 10:08AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 29.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 4
TRANS # 119475
OF PAGES: 10

MORTGAGE

DOCUMENT NUMBER:

ONE POINT
SEP 2 2 2008
COMMERCIAL DOCUMENT REVIEW

RETURN ADDRESS:
M&I Marshall & Ilsley Bank
Attn: Loan Servicing
P.O. Box 237
Appleton, WI 54912-0237

[redacted]

PARCEL I.D. NUMBER: 59016219630

[redacted]

THIS MORTGAGE dated August 6, 2008, is made and executed between LTD Rentals & Restoration, LLC, a Wisconsin Limited Liability Company, whose address is 735 Oriole Lane, Plymouth, WI 53073 (referred to below as "Grantor") and M&I Marshall & Ilsley Bank, whose address is 2002 Eastern Ave, Plymouth, WI 53073 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; privileges, hereditaments, easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Sheboygan County, State of Wisconsin:**

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as N5463 State Highway 57, Plymouth, WI 53073. The Real Property tax identification number is 59016219630.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

This property is not the Grantor's homestead.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property;

(2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Wisconsin law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property or this Mortgage, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges

that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority, acting alone, to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Subrogation. Grantor covenants that Lender is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Note.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is commenced, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or.If all or any part of the Property is sold in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or sale be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation or sale in lieu of condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness or as the court may direct. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Foreclosure without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stats. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is either (1) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, (2) a church, (3) a farm, or (4) is owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Lender, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property six (6) months after a foreclosure judgment is entered. If the Real Property is a type other than that described in Wis. Stats. Section 846.101(1), then Grantor agrees to the provisions of Wis. Stats. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Lender, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to execute and deliver to the purchasers of the Property deeds of conveyance pursuant to law. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

HEDGING INSTRUMENTS. Obligations and Indebtedness includes, without limitation all obligations, indebtedness and liabilities arising pursuant to or in connection with any interest rate swap transaction, basis swap, forward rate transaction, interest rate option, price risk hedging transaction or any similar transaction between the Borrower and Lender.

ESCROW. Upon request by Lender, Grantor shall pay Lender sufficient funds, at such times, in such amounts and for the items that Lender designates, to pay when due, one or more of (1) the estimated annual real estate taxes and assessments on the Real Property, (2) all property and hazard insurance premiums, and/or (3) flood insurance premiums, if any. Lender may estimate the amount of escrow funds on the basis of available data and reasonable estimates of future expenditures of future escrow account funds. Lender shall apply the escrowed funds to taxes, assessments and/or insurance premiums, as determined by Lender, when due. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Grantor in writing, and Grantor shall, upon demand, pay to Lender the amount requested to make up the deficiency in the manner determined by Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in

writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Wisconsin.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Sheboygan County, State of Wisconsin.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means LTD Rentals & Restoration, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means LTD Rentals & Restoration, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means M&I Marshall & Ilsley Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated August 6, 2008, **in the original principal amount of $140,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

LTD RENTALS & RESTORATION, LLC

By: _____
Timothy A. Darr, Member of LTD Rentals & Restoration, LLC

This Mortgage was drafted by: Jane Grix, Loan Documentation Specialist

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of LTD Rentals & Restoration, LLC authenticated this _____ day of _____, 20_____.

_____

_____

Title: Member State Bar of Wisconsin or _____

authorized under Section 706.06, Wis. Stats.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

On this 6th day of AUGUST, 20 08, before me, the undersigned Notary Public, personally appeared Timothy A. Darr, Member of LTD Rentals & Restoration, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the limited liability company.

By [signature] Residing at 2703 S. 15th ST. SHEBOYGAN WI

[illegible] MAZZA (Type or Print Name)

Notary Public in and for the State of WISC. My commission expires 5/23/2010

LASER PRO Lending, Ver. 5.41.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - WI
L:\LPL\CFI\LPL\G03.FC TR-145136 PR-7

Exhibit A

Legal Description:

A part of the Northwest ¼ of the Southwest ¼ of Section 25, Township 16 North, Range 21 East, in the Town of Plymouth, Sheboygan County, Wisconsin, being described as: Commencing at the West ¼ corner of said Section 25; thence South 89°34'46" East, 137.33 feet to the East line of STH "57"; thence South 00°35'04" East, 330.00 feet along said East line to the point of beginning; thence South 89°24'56" East, 150.00 feet; thence South 00°34'21" West, 255.00 feet; thence North 89°24'56" West, 150.00 feet; thence North 00°35'04" East, 255.00 feet to the point of beginning, except the Southerly 10 feet thereof.

Property Address: N5463 State Highway 57, Plymouth, WI 53073

Tax Key Number: 59016219630

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 10 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 to Clerk of Circuit Court to:

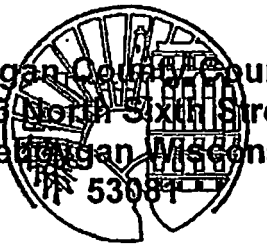
SCFMP
c/o Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

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

What happens after you apply for Mediation?

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



Sheboygan County Courthouse
615 North Sixth Street
Sheboygan, Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

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

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

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

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

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

Name of Homeowner(s):_____

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

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

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

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

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

VI

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

Your Committee to whom was referred R. O. No. 328-13-14 by the Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the fourth quarter of 2013; recommends that the document be accepted and filed.

_____ _____

_____ _____

_____ _____

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. 328- 13 - 14. By BOARD OF WATER COMMISSIONERS. April 2, 2014.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the fourth quarter of 2013.

The water pumpage was up 2.27% from the same period in 2012. 1,083,959,000 gallons were pumped in the fourth quarter, compared to 1,059,883,000 in 2012.

Year to date Operating Revenue at the end of the fourth quarter increased by $78,755 compared to year to date 2012. The net income for the Utility, as of the end of December 31, 2013 is $1,702,002. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2013:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	0.0
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	0.0
Number of feet of 16 inch water main installed	0.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	128
Number of water main breaks repaired	7
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	10
Number of water main valves installed, repaired, removed, or replaced	4
Number of water service connections installed	6

Details are shown on the attached spreadsheets.

Trustee
Acct File

Other Utility Business:

Work on the new wash tank was suspended due to cold weather. The contractor will return in the spring to complete the project.

The Board of Water Commissioners submitted an application for a Safe Drinking Water loan for its UV Disinfection project.

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

Attachments - Balance Sheet
Income Statement
Distribution System Quarterly Report
High Lift Delivery Quarterly Report

Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - December 31, 2013

Account #	Utility Operating Income	1-Jan-13 to 31-Dec-13	1-Jan-12 to 31-Dec-12	Increase or (Decrease)
400	Operating Revenue	7,735,250	7,656,495	78,755
401	Operating Expenses	2,870,603	2,660,029	210,574
402	Maintenance Expenses	508,488	435,028	73,460
403	Depreciation Expenses	1,092,822	1,044,227	48,595
403	Taxes	1,134,082	1,072,632	61,450
	Total Operating Expenses	5,605,994	5,211,914	394,080
	Utility Operating Income	2,129,256	2,444,581	(315,324)
	Other Income	613	197	416
419	Interest Earned on Investments	10,295	11,238	(943)
421	Contributions	0	0	0
828	Other Expense	34,250	0	34,250
425	Misc Amortization	25,134	0	25,134
407	Bond Interest Expense	378,778	346,253	32,526
Net Income as of December 31, 2013		1,702,002	2,109,763	(407,761)

Distribution System -- 4th Quarter October, November, December 2013

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size	By	Type

Total Valves Installed = 0

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
N. 13th St. at St. Clair Ave. (S)		10/28/2013	
Mallman Ct. at S. 13th St. (E)	6/30/1925	11/26/2013	
Mallmann Ct. at S. 13th St. (E)		11/26/2013	CURB STOP

Total Valves Removed = 3

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size
N. 13th St. at North Ave. (S)	6"	11/27/2013

Total Valves Maintained = 1

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
N. 23rd St. at Erie Ave. (NE)	11/13/2013	6'	n	ute.

Total Hydrants Installed = 1

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
N. 23rd St. at Erie Ave. (NE)	6/27/1945	11/8/2013	n
Mallmann Ct. ~250' E. of c.l. S. 13th St. (N)	7/4/1929	11/26/2013	n
Mallmann Ct. at S. 13th St. (NE)		11/26/2013	n

Total Hydrants Removed = 3

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
N. 29th St. 307' S. of c.l. North Ave. (W)		12/5/2013
N. 8th St. 460' N. of c.l. Pershing Ave. (W)		10/16/2013
Eisner Ave. at N. 10th St. (SW)	7/7/1970	10/17/2013
Eisner Ave. ~21' W. of c.l. High Cliff Ct. (S)	12/6/2012	10/17/2013
Eisner Ave. 307' E. of c.l. N. 10th St. (S)	11/27/2012	10/16/2013
N. 23rd St. at Erie Ave. (NE)	11/13/2013	11/13/2013

Total Hydrants Maintained/Moved = 6

Water Main Breaks

Location	Date	Main Size (")
1518 N. 25th St., 12' S. of first san MH N. of Superior Ave.	10/2/2013	6"
S. Business Dr. ~205' S. of c.l. Camelot Blvd.	10/8/2013	12"
North Ave. at N. 13th St., 14' E. of san MH	11/24/2013	6"
N. 8th St., 4' N. of san MH at Penn. Ave.	11/25/2013	8"
1722 N. 25th St., 95' S. of first san MH S. of Seemann Ave.	12/4/2013	6"
Virginia Ave. 29' E. of san mh at S. 11th St.	12/17/2013	6"
Mead Ave. 54' W. of san mh at S. 17th St.	12/19/2013	12"

Total Water Main Breaks = 7

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	0	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	0	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	0	
Number of feet of 16 inch water main installed	0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	128	
Number of water main breaks repaired	7	
Number of hydrants installed	1	hydrants
Number of hydrants removed or abandoned	3	
Number of hydrants maintained or moved	6	
Number of street valves installed	0	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	3	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	1	
Number of water connections installed	6	

HIGH LIFT DELIVERY QUARTERLY REPORT 2013

I. FIRST QUARTER — Jan - Feb - Mar

	GALLONS	COST $	$/MG
2012	953,936,000	$184,335.55	$193.24
2013	983,564,000	$198,931.89	$202.26
Percent Difference	3.11%	7.92%	4.67%

II. SECOND QUARTER — Apr - May - Jun

	GALLONS	COST $	$/MG
2012	1,088,695,000	$185,493.33	$170.38
2013	1,102,474,000	$209,159.80	$189.72
Percent Difference	1.27%	12.76%	11.35%

III. THIRD QUARTER — Jul - Aug - Sep

	GALLONS	COST $	$/MG
2012	1,318,775,000	$222,144.90	$168.45
2013	1,265,254,000	$205,900.46	$162.73
Percent Difference	-4.06%	-7.31%	-3.39%

IV. FOURTH QUARTER — Oct - Nov - Dec

	GALLONS	COST $	$/MG
2012	1,059,883,000	$190,691.01	$179.92
2013	1,083,959,000	$193,876.01	$178.88
Percent Difference	2.27%	1.67%	-0.59%

YEAR TO DATE : 2013

ELECTRICITY
CHEMICALS
NATURAL GAS

	GALLONS	COST $	$/MG
2012	4,421,289,000	$782,664.79	$177.02
2013	4,435,251,000	$807,867.96	$182.15
Percent Difference	0.32%	3.22%	2.90%

YEAR TO DATE : 2013

		GALLONS	COST $
SLUDGE DISPOSAL	2012	5,608,919	$59,860.60
	2013	5,564,200	$67,895.55
	Percent Difference	-0.80%	13.44%
STORM WATER CHARGES	2013	NA	$0.00

HIGH LIFT SYSTEM DELIVERY :

Maximum Pumpage Day	17,275,000	July 17, 2013
Minimum Pumpage Day	6,883,000	November 29, 2013

	MG	$	$/MG
2012	4,421,289,000	$782,664.79	$177.02
2013	4,435,251,000	$807,867.96	$182.15

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date. Sludge disposal costs are not included in $/MG.

WATER MAIN AND APPURTENANCES INSTALLATION -- 4th Quarter October, November, December 2013

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 4" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Mallmann Ct. E. of S 13th St	11/26/2013	13037-1	0	0		1		2		0		4" CIP	128		Ute
Totals:			0	0	0	1	0	2		0	0		128	0	

Location: 6" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

Location: 8" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

Location: 10" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

Location: 12" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

Location: 16" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

Location: 24" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

VI

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

Your Committee to whom was referred R. O. No. 329-13-14 by the Board of Water Commissioners submitting a copy of the 2013 Annual Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility; recommends that the document be accepted and placed on 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

3.2

R. O. No. 329- 13 - 14. By BOARD OF WATER COMMISSIONERS. April 2, 2014.

To the Honorable, the Mayor and Common Council:

We are, hereby, submitting a copy of the 2013 Annual Financial Statements, including Independent Auditor's Report, on the Sheboygan Water Utility.

Receive & File

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

Attachments

SHEBOYGAN WATER UTILITY

An Enterprise Fund of the
City of Sheboygan, Wisconsin

FINANCIAL STATEMENTS

Including Independent Auditors' Report

As of and for the Years Ended December 31, 2013 and 2012

SHEBOYGAN WATER UTILITY

An Enterprise Fund of the City of Sheboygan, Wisconsin

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December 31, 2013 and 2012

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INDEPENDENT AUDITOR'S REPORT

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BAKER TILLY

Baker Tilly Virchow Krause, LLP
777 E Wisconsin Ave, 32nd Floor
Milwaukee, WI 53202-5313
tel 414 777 5500
fax 414 777 5555
bakertilly.com

INDEPENDENT AUDITORS' REPORT

To the Utility Commission
Sheboygan Water Utility
Sheboygan, Wisconsin

Report on the Financial Statements

We have audited the accompanying financial statements of Sheboygan Water Utility, an enterprise fund of the City of Sheboygan, Wisconsin, as of and for the years ended December 31, 2013 and 2012, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Sheboygan Water Utility's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Sheboygan Water Utility's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sheboygan Water Utility as of December 31, 2013 and 2012, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Sheboygan Water Utility enterprise funds and do not purport to, and do not present fairly the financial position of the City of Sheboygan, Wisconsin, as of December 31, 2013 and 2012 and the changes in its financial position and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matter

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Baker Tilly Virchow Krause, LLP

Milwaukee, Wisconsin
March 6, 2014

MANAGEMENT'S DISCUSSION AND ANALYSIS

The purpose of this section is to provide users with an objective, easy to read overview of the financial activities of the Sheboygan Water Utility for the years ended December 31, 2013 and 2012. This section should be read in conjunction with the financial statements and the accompanying notes that follow.

FINANCIAL HIGHLIGHTS

- The utility's operating income decreased from $3,382,149 in 2012 to $3,129,837 in 2013.
- The utility's total cash position increased from $5,106,416 in 2012 to $7,277,849 in 2013.
- The utility's unrestricted cash and investment position increased from $4,198,998 in 2012 to $4,973,089 in 2013.
- The utility's total net position increased by $1,702,051 in 2013 from $32,216,898 in 2012 to $33,918,949 in 2013.
- The utility's total liabilities increased by $2,675,908 in 2013 from $10,621,225 in 2012 to $13,297,133 in 2013.

FINANCIAL STATEMENTS

The financial statements report information of the utility using accounting methods similar to those used by private sector companies. The statements offer both short and long term information regarding the activities of the utility. The Statements of Net Position include the utility's assets (investments) and liabilities (obligations to creditors). These statements provide information to assess the liquidity and financial flexibility of the utility.

The Statements of Revenues, Expenses and Changes in Net Position will measure the success of the utility's operations for the past year. All of the current year's revenues and expenses are included in this statement and will show if the utility has recovered all of its costs through user fees.

Cash receipts, cash payments, net changes in cash resulting from investing and financing activities are shown in the Statements of Cash Flows. This will also answer questions regarding where did the cash come from, what was the cash used for and what was the change in cash balance.

FINANCIAL ANALYSIS OF THE UTILITY

The Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Position will assist in answering the question of how the past year's activities have affected the financial position of the utility. The Statements of Net Position will show the difference between assets and liabilities. Over a period of time this can assist in determining if the financial position is improving or deteriorating.

The following Statement of Net Position shows that net position increased $1,702,051 during 2013, an increase of 5.0%. Total assets increased $4,377,959 in 2013 or 10.0%. The utility saw a 6.4% increase in capital assets or $2,321,592 in 2013. Capital additions were financed with operating income and revenue bonds. Restricted net position increased $64,771 in 2013 due to the principal and interest due on the revenue bonds.

Net Position increased $2,084,625 in 2012, an increase of 6.9%. Total assets increased $1,486,769 in 2012 or 3.6%. The Utility saw a 2.0% increase in capital assets or $714,480 in 2012. Capital additions were financed with operating income. Restricted net position decreased $12,340 in 2012 due to the principal and interest due on the revenue bonds.

FINANCIAL ANALYSIS OF THE UTILITY (cont.)

STATEMENTS OF NET POSITION
December 31, 2013, 2012 and 2011

	2013	2012	2011
Unrestricted current and other assets	$ 6,732,844	$ 6,073,820	$ 5,229,658
Restricted assets	2,304,760	907,418	979,291
Capital assets	38,178,478	35,856,885	35,142,405
Total Assets	47,216,082	42,838,123	41,351,354
Current liabilities payable from unrestricted assets	1,468,993	1,269,446	1,287,997
Liabilities payable from restricted assets	775,830	630,431	614,782
Non-current liabilities	11,052,310	8,721,348	9,316,302
Total Liabilities	13,297,133	10,621,225	11,219,081
Net investment in capital assets	29,038,066	27,948,193	26,677,972
Restricted net position	327,984	263,213	250,873
Unrestricted net position	4,552,899	4,005,492	3,203,428
Total Net Assets	$ 33,918,949	$ 32,216,898	$ 30,132,273

The following Statements of Revenues, Expenditures and Changes in Net Position helps to further explain the nature of the increase in net position during 2013 and 2012.

FINANCIAL ANALYSIS OF THE UTILITY (cont.)

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
December 31, 2013, 2012 and 2011

	2013	2012	2011
Operating revenues	$ 7,735,297	$ 7,649,532	$ 6,997,904
Non-operating revenues	10,295	18,202	16,695
Total Revenues	7,745,592	7,667,734	7,014,599
Operating expenses	4,605,460	4,267,383	4,342,835
Non-operating expenses	412,415	346,056	358,548
Total Expenses	5,017,875	4,613,439	4,701,383
Income before capital contributions and transfers	2,727,717	3,054,295	2,313,216
Capital contributions	-	-	7,125
Interfund transfers (tax equivalent)	(1,025,666)	(969,670)	(933,489)
Change in Net Position	1,702,051	2,084,625	1,386,852
Beginning Net Position	32,216,898	30,132,273	28,745,421
Ending Total Net Position	$ 33,918,949	$ 32,216,898	$ 30,132,273

2013
The Statement of Revenues, Expenses and Changes in Net Position reflects a slight increase of 1% in operating revenues of $85,765 from 2012. The decrease in non-operating revenues of $7,907 is due to a gain on sale of fixed assets in 2012, while there were no such sales in 2013, and also a decrease in interest income. The $338,077 increase in 2013 in operating expenses is due to an increase in energy and treatment costs, as well as $74,617 associated with the state mandated cross connection program, new in 2013.

2012
The Statement of Revenues, Expenses and Changes in Net Position reflects an increase in operating revenues of $651,628. This increase is due to a 1.9% increase in water consumption in 2012, as well as a rate increase of approximately 8% in 2012. The increase in non-operating revenues of $1,507 is due to the gain on sale of fixed assets. The $75,452 reduction in 2012 in operating expenses is due to a reduction of $46,571 in chemical costs and retirement costs due to state law changes.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS (See Note 4)

At the end of 2013 the water utility had $52.6 million in invested property, plant and equipment in service. This $5,446,487 increase came from a $1.3 million newly constructed backwash storage reservoir, office remodeling with new workstations and computers, new roofs for the office building and clearwell building, high lift and filter pumps, one new utility truck, dechlorination system, variable speed bandsaw and generator, electronic gate opener, security system, upgrades to SCADA system, and incubator. The utility also installed 113' of 6" water main at various locations, 1,158' of 8" water main at various locations, 1,217' of 12" water main at various locations, 1,117' of 16" at various locations, 3,720' of 20" water main at S. Business Drive and at Erie Avenue, and 26' of 24" water main on S. Business Drive. The largest water main projects in 2013 were located at S. Business Drive, Erie Avenue, and Eisner Avenue, with a smaller project at Lighthouse Court, Lake Court, and Barrett Street.

At the end of 2012 the water utility had $47.1 million in invested property, plant and equipment in service. This $231,817 increase came from new turbidimeters, filter valve actuators, anthracite, spectrophotometer, skidster, and excavator. The utility also installed 64' of 6" water main at various locations, 27' of 8" water main at various locations, 11' of 10" water main, 2,683' of 12" water main on South Broadway Avenue at various interconnections and Crocker Avenue and N. 13th Street at Superior Ave, 284' of 16" water main at Broadway Ave and Crocker Ave, 22' of 20" water main at Broadway Ave and 4,286' of 16" water main on Broadway Ave from Georgia Ave to S. 22nd Street.

DEBT (See Note 5)

On December 31, 2013, the Sheboygan Water Utility had outstanding revenue bond debt of $10,996,032. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of $1,861,032, to be retired in 2023. This also included the revenue bond of $4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of $2,810,000. On April 15, 2007, a $4 million revenue bond was also issued with a 5.00% interest rate, balance of $3,325,000. On May 1, 2013, a $3 million revenue bond was issued with a 3.5% interest rate, and a balance of $3,000,000. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The 2013 revenue bond funded a new backwash storage reservoir at Park Avenue, and will fund various projects into 2014. The remaining balance on the $302,000 debt for the Unfunded Retirement obligation has a remaining balance of $253,340.

On December 31, 2012, the Sheboygan Water Utility had outstanding revenue bond debt of $8,570,854. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of $2,020,854, to be retired in 2023. This also included the revenue bond of $4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of $3,025,000. On April 15, 2007, a $4 million revenue bond was also issued with a 5.00% interest rate, balance of $3,525,000. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The remaining balance on the $302,000 debt for the Unfunded Retirement obligation has a remaining balance of $264,719. There was no new debt in 2012.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

A rate increase will go into effect on March 1, 2014 designed to return a 7.1% increase in revenues at a 6.0% rate of return. This increase was part of a phased plan to pay for increased operating costs, water main projects, and a UV disinfection system.

CONTACTING THE UTILITY FINANCIAL MANAGEMENT

This financial report is designed to provide a general easy to read overview of the finances of the Sheboygan Water Utility and to provide an overview of plans for the future. If you have any questions about this report or would like to obtain additional information, please feel free to contact the Board of Water Commissioners at 72 Park Avenue Sheboygan, WI 53081-2958 or telephone (920) 459-3800.

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FINANCIAL STATEMENTS

SHEBOYGAN WATER UTILITY

STATEMENTS OF NET POSITION
As of December 31, 2013 and 2012

ASSETS	2013	2012
CURRENT ASSETS		
Cash and investments	$ 4,973,089	$ 4,198,998
Restricted Assets		
Redemption account	434,597	323,013
Customer accounts receivable	1,001,767	1,028,363
Due from municipality	90,053	166,490
Materials and supplies	277,999	269,812
Prepayments	51,061	49,878
Total Current Assets	6,828,566	6,036,554
NONCURRENT ASSETS		
Restricted Assets		
Reserve account	605,635	584,405
Construction account	1,264,528	-
Other Assets		
Special assessments receivable	338,876	360,279
Capital Assets		
Plant in service	52,574,615	47,128,128
Accumulated depreciation	(15,205,336)	(14,419,373)
Construction work in progress	809,198	3,148,130
Total Noncurrent Assets	40,387,516	36,801,569
Total Assets	47,216,082	42,838,123

LIABILITIES	2013	2012
CURRENT LIABILITIES		
Accounts payable	$ 245,168	$ 112,946
Accrued wages	65,063	60,843
Accrued taxes	1,047,977	990,301
Accrued interest	4,513	4,191
Accrued vacation leave	94,211	89,786
Current portion of general obligation debt	12,061	11,379
Current Liabilities Payable from Restricted Assets		
Current portion of revenue bonds	669,217	574,822
Accrued interest	106,613	55,609
Total Current Liabilities	2,244,823	1,899,877
NONCURRENT LIABILITIES		
General obligation debt	241,279	253,339
Revenue bonds	10,326,815	7,996,032
Unamortized debt premium	14,542	2,657
Accrued sick leave	469,674	469,320
Total Noncurrent Liabilities	11,052,310	8,721,348
Total Liabilities	13,297,133	10,621,225
NET POSITION		
Net investment in capital assets	29,038,066	27,948,193
Restricted for:		
Debt Service	327,984	263,213
Unrestricted	4,552,899	4,005,492
TOTAL NET POSITION	$ 33,918,949	$ 32,216,898

See accompanying notes to the financial statements.

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SHEBOYGAN WATER UTILITY

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
For the Years Ended December 31, 2013 and 2012

	2013	2012
OPERATING REVENUES		
Sales of water	$ 7,616,928	$ 7,533,945
Other	118,369	115,587
Total Operating Revenues	7,735,297	7,649,532
OPERATING EXPENSES		
Operation and maintenance	3,512,641	3,223,156
Depreciation	1,092,819	1,044,227
Total Operating Expenses	4,605,460	4,267,383
OPERATING INCOME	3,129,837	3,382,149
NONOPERATING REVENUES (EXPENSES)		
Investment income	10,295	11,238
Gain on sale of capital assets	-	6,964
Interest expense	(378,778)	(346,253)
Amortization of premium	613	197
Debt issue costs	(34,250)	-
Total Nonoperating Revenues (Expenses)	(402,120)	(327,854)
Income Before Transfers	2,727,717	3,054,295
TRANSFERS - TAX EQUIVALENT	(1,025,666)	(969,670)
CHANGE IN NET POSITION	1,702,051	2,084,625
NET POSITION - Beginning of Year	32,216,898	30,132,273
NET POSITION - END OF YEAR	$ 33,918,949	$ 32,216,898

See accompanying notes to the financial statements.

SHEBOYGAN WATER UTILITY

STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2013 and 2012

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Received from customers	$ 7,907,365	$ 7,670,033
Paid to suppliers for goods and services	(2,128,525)	(1,917,239)
Paid to employees for operating payroll	(1,332,325)	(1,300,628)
Net Cash Flows From Operating Activities	4,446,515	4,452,166
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Paid to municipality for tax equivalent	(967,990)	(933,489)
Debt retired on pension liability	(11,378)	(10,693)
Interest paid on pension liability	(5,295)	(5,509)
Net Cash Flows From Noncapital Financing Activities	(984,663)	(949,691)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition and construction of capital assets	(3,477,156)	(1,962,844)
Received from the sale of capital assets	-	6,964
Special assessments received	95,173	92,211
Salvage of retirement of plant	-	260
Debt retired	(574,822)	(555,544)
Interest and issuance costs paid	(356,407)	(344,543)
Proceeds from debt issued including premium	3,012,498	-
Net Cash Flows From Capital and Related Financing Activities	(1,300,714)	(2,763,496)
CASH FLOWS FROM INVESTING ACTIVITIES		
Investment income	10,295	11,238
Net Change in Cash and Cash Equivalents	2,171,433	750,217
CASH AND CASH EQUIVALENTS - Beginning of Year	5,106,416	4,356,199
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 7,277,849	$ 5,106,416
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES		
Special assessments levied	$ 73,770	$ 20,795

	2013	2012
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES		
Operating income	$ 3,129,837	$ 3,382,149
Noncash items in operating income		
Depreciation	1,092,819	1,044,227
Depreciation charged to clearing and other utilities	128,834	144,542
Changes in assets and liabilities		
Customer accounts receivable	26,596	(55,319)
Due from municipality	76,437	8,485
Materials and supplies	(8,187)	(23,496)
Prepayments	(1,183)	(23,158)
Accounts payable	(7,637)	(29,042)
Accrued vacation and sick leave	4,779	(9,071)
Other current liabilities	4,220	12,849
NET CASH FLOWS FROM OPERATING ACTIVITIES	$ 4,446,515	$ 4,452,166
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENTS OF NET POSITION ACCOUNTS		
Cash and investments	$ 4,973,089	$ 4,198,998
Redemption account	434,597	323,013
Reserve account	605,635	584,405
Construction account	1,264,528	-
CASH AND CASH EQUIVALENTS	$ 7,277,849	$ 5,106,416

See accompanying notes to the financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Sheboygan Water Utility (utility) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by the utility are described below.

REPORTING ENTITY

The utility is a separate enterprise fund of the City of Sheboygan (municipality). The utility is managed by a utility commission. The utility provides water service to properties within the municipality and wholesale service to the City of Sheboygan Falls and Village of Kohler.

The water utility operates under service rules and rates established by the Public Service Commission of Wisconsin (PSCW). The accounting records of the utility are maintained in accordance with Uniform System of Accounts prescribed by the PSCW.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The utility is presented as an enterprise fund of the municipality. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred, and net income is necessary for management accountability.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In March 2012, the GASB issued Statement No. 65 - *Items Previously Reported as Assets and Liabilities.* This statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. The utility implemented this standard effective January 1, 2013.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ASSETS, LIABILITIES AND NET POSITION

Deposits and Investments

For purposes of the statement of cash flows, cash, and cash equivalents have original maturities of three months or less from the date of acquisition.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

ASSETS, LIABILITIES AND NET POSITION (cont.)

Deposits and Investments (cont.)

Investment of utility funds is restricted by state statutes. Investments are limited to:

- Time deposits in any credit union, bank, savings bank or trust company maturing in three years or less.
- Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the state. Also, bonds issued by a local exposition district, local professional baseball park district, local professional football stadium district, local cultural arts district the University of Wisconsin Hospitals and Clinics Authority, or the Wisconsin Aerospace Authority.
- Bonds or securities issued or guaranteed by the federal government.
- The local government investment pool.
- Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.
- Securities of an open end management investment company or investment trust, subject to various conditions and investment options.
- Repurchase agreements with public depositories, with certain conditions.

The utility has adopted an investment policy. The utility, as part of the municipality, is covered under an investment policy adopted by the City of Sheboygan. Please refer to the City of Sheboygan's financial statements for information regarding the adopted investment policy. This policy does not address custodial credit risk associated with the City of Sheboygan's or the utility's deposits or investments.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Market values may have changed significantly after year end.

Receivables/Payables

Transactions between the utility and other funds of the municipality that are representative of lending/borrowing arrangements outstanding at year end are referred to as advances to/from other funds. All other outstanding balances between the utility and other funds of the municipality are reported as due to/from other funds.

The utility has the right under Wisconsin statutes to place delinquent water bills on the tax roll for collection. As such, no allowance for uncollectible customer accounts is considered necessary.

Materials and Supplies

Materials and supplies are generally used for construction, operation, and maintenance work, not for resale. They are valued at the lower of cost or market utilizing the average cost method and charged to construction or expense when used.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

ASSETS, LIABILITIES AND NET POSITION (cont.)

Restricted Assets

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified.

Capital Assets

Capital assets are generally defined by the utility as assets with an initial, individual cost of more than $1,000 and an estimated useful life in excess of one year.

Capital assets of the utility are recorded at cost or the fair market value at the time of contribution to the utility. Major outlays for utility plant are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the capital assets constructed, when significant. Capital assets in service are depreciated or amortized using the straight-line method over the following useful lives:

	Years
Water Plant	
Source of supply	50
Pumping	28-42
Water treatment	30-40
Transmission and distribution	45-100
General	4-45

Accrued Vacation Leave

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Only benefits considered to be vested are disclosed in these statements. Vested vacation and sick leave pay is accrued when earned in the financial statements. The liability is liquidated from general operating revenues of the utility.

Long-Term Obligations

Long-term debt and other obligations are reported as utility liabilities. Bond premiums and discounts, are amortized over the life of the bonds using the straight-line method. Gains or losses on prior refundings are amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter. The balance at year end for premiums and discounts is shown as an increase or decrease in the liability section of the statement of net position.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

REVENUES AND EXPENSES

The utility distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the utility's principal ongoing operations. The principal operating revenues of the utility are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Charges for Services

Billings are rendered and recorded monthly based on metered usage. The utility does accrue revenues beyond billing dates.

Current water rates were approved by the PSCW effective February 1, 2012. The rates are designed to provide 4.50% return on rate base.

Capital Contributions

Cash and capital assets are contributed to the utility from customers, the municipality, or external parties. The value of property contributed to the utility is reported as revenue on the statements of revenues, expenses, and changes in net position.

Interfund Transfers

Transfers include the payment in lieu of taxes to the municipality.

EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT PERIOD FINANCIAL STATEMENTS

The Governmental Accounting Standards Board (GASB) has approved GASB Statement No. 67, *Financial Reporting for Pension Plans - an amendment of GASB Statement No. 25*; Statement No. 68, *Accounting and Financial reporting for Pensions - an amendment of GASB Statement No. 27*; Statement No. 69, *Government Combinations and Disposals of Government Operations*; and Statement No. 70, *Accounting and Financial reporting for Nonexchange Financial Guarantees.* Application of these standards may restate portions of these financial statements.

NOTE 2 - DEPOSITS AND INVESTMENTS

	Carrying Value as of December 31, 2013	Carrying Value as of December 31, 2012	Risks
Deposits	$ 5,769,667	$ 4,100,753	Custodial Credit Risk
Certificates of deposits	1,507,632	1,005,113	Custodial Credit Risk
Petty Cash	550	550	
Totals	$ 7,277,849	$ 5,106,416	

Deposits in each local and area bank are insured by the FDIC in the amount of $250,000 for time and savings accounts (including NOW accounts) and $250,000 for demand deposit accounts (interest bearing and noninterest bearing). In addition, if deposits are held in an institution outside of the state in which the government is located, insured amounts are further limited to a total of $250,000 for the combined amount of all deposit accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund (SDGF) in the amount of $400,000. However, due to the nature of this fund, recovery of material principal losses may not be significant to individual municipalities.

The utility may also maintain separate cash and investment accounts at the same financial institutions utilized by the municipality. Federal depository insurance and the SDGF apply to all municipal accounts, and accordingly, the amount of insured funds is not determinable for the utility alone. Therefore, coverage for the utility may be reduced. Investment income on commingled investments of the entire municipality is allocated based on average investment balances.

Custodial Credit Risk

Deposits

Custodial credit risk is the risk that in the event of a financial institution failure, the utility's deposits may not be returned to the utility.

NOTE 3 - RESTRICTED ASSETS

Restricted Accounts

Certain proceeds of the utility's debt, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited. The following accounts are reported as restricted assets:

Redemption - Used to segregate resources accumulated for debt service payments over the next twelve months.

Reserve - Used to report resources set aside to make up potential future deficiencies in the redemption account.

Construction - Used to report debt proceeds restricted for use in construction.

Restricted Net Position

The following calculation supports the amount of water restricted net position:

	2013	2012
Restricted Assets		
Redemption account	$ 434,597	$ 323,013
Reserve account	605,635	584,405
Construction account	1,264,528	-
Total Restricted Assets	2,304,760	907,418
Less: Restricted Assets Not Funded by Revenues		
Reserve from borrowing	(605,635)	(584,405)
Construction account	(1,264,528)	-
Total Restricted Assets Not Funded by Revenues	(1,870,163)	(584,405)
Current Liabilities Payable From Restricted Assets	(106,613)	(59,800)
Total Restricted Net Position as Calculated	$ 327,984	$ 263,213

The purpose of the restricted net position is as follows:

	2013	2012
Debt Service	$ 327,984	$ 263,213
	$ 327,984	$ 263,213

NOTE 4 - CHANGES IN CAPITAL ASSETS

Water Utility

A summary of changes in water capital assets for 2013 follows:

	Balance 1/1/13	Increases	Decreases	Balance 12/31/13
Capital assets, not being depreciated				
Land and land rights	$ 133,671	$ -	$ -	$ 133,671
Capital assets being depreciated				
Source of supply	695,688	-	-	695,688
Pumping	4,938,998	90,096	53,762	4,975,332
Water treatment	7,466,837	1,697,751	191,047	8,973,541
Transmission and distribution	31,863,903	3,939,764	127,124	35,676,543
General	2,029,031	154,566	63,757	2,119,840
Total Capital Assets Being Depreciated	46,994,457	5,882,177	435,690	52,440,944
Total Capital Assets	47,128,128	5,882,177	435,690	52,574,615
Less: Accumulated depreciation				
Source of supply	(444,392)	(11,827)	-	(456,219)
Pumping	(2,161,863)	(192,302)	53,762	(2,300,403)
Water treatment	(3,116,124)	(265,765)	191,047	(3,190,842)
Transmission and distribution	(7,484,479)	(175,386)	127,124	(7,532,741)
General	(1,212,515)	(576,373)	63,757	(1,725,131)
Total Accumulated Depreciation	(14,419,373)	(1,221,653)	435,690	(15,205,336)
Construction in progress	3,148,130	3,412,913	5,751,845	809,198
Net Capital Assets	$ 35,856,885			$ 38,178,477

NOTE 4 - CHANGES IN CAPITAL ASSETS (cont.)

Water Utility (cont.)

A summary of changes in water capital assets for 2012 follows:

	Balance 1/1/12	Increases	Decreases	Balance 12/31/12
Capital assets, not being depreciated				
Land and land rights	$ 98,671	$ 35,000	$ -	$ 133,671
Capital assets being depreciated				
Source of supply	695,688	-	-	695,688
Pumping	4,915,906	23,892	800	4,938,998
Water treatment	7,411,817	65,724	10,704	7,466,837
Transmission and distribution	31,805,947	57,956	-	31,863,903
General	1,968,282	250,879	190,130	2,029,031
Total Capital Assets Being Depreciated	46,797,640	398,451	201,634	46,994,457
Total Capital Assets	46,896,311	433,451	201,634	47,128,128
Less: Accumulated depreciation				
Source of supply	(432,565)	(11,827)	-	(444,392)
Pumping	(1,971,648)	(191,015)	800	(2,161,863)
Water treatment	(2,886,162)	(240,667)	10,705	(3,116,124)
Transmission and distribution	(6,921,500)	(562,979)	-	(7,484,479)
General	(1,220,103)	(182,281)	189,869	(1,212,515)
Total Accumulated Depreciation	(13,431,978)	(1,188,769)	201,374	(14,419,373)
Construction in progress	1,678,072	1,582,264	112,206	3,148,130
Net Capital Assets	$ 35,142,405			$ 35,856,885

NOTE 5 - LONG-TERM OBLIGATIONS

Revenue Bonds - Water

The following bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/13
3/10/04	Plant expansion	5/1/23	2.75%	$ 3,152,000	$ 1,861,032
9/1/05	Refunding	6/1/25	3.75-4.25	4,900,000	2,810,000
4/1/07	Plant expansion	5/1/27	4.00-5.00	4,000,000	3,325,000
4/3/13	Plant expansion	5/1/33	2.00-3.50	3,000,000	3,000,000

Revenue bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2014	$ 669,217	$ 421,139	$ 1,090,356
2015	713,733	354,549	1,068,282
2016	723,373	329,145	1,052,518
2017	728,141	304,561	1,032,702
2018	738,040	280,005	1,018,045
2019-2023	4,018,528	1,000,400	5,018,928
2024-2028	2,475,000	344,806	2,819,806
2029-2033	930,000	80,594	1,010,594
Totals	$ 10,996,032	$ 3,115,199	$ 14,111,231

All utility revenues net of specified operating expenses are pledged as security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2013 and 2012 were $896,979 and $900,087, respectively. Total customer net revenues as defined for the same periods were $4,232,951 and $4,444,578. Annual principal and interest payments are expected to require 17% of net revenues on average.

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

General Obligation Debt - Water

The following general obligation bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/13
1/30/08	Unfunded retirement obligation	3/15/27	2.00%	$ 302,304	$ 253,340

General obligation bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2014	$ 12,061	$ 5,700	$ 17,761
2015	12,785	6,515	19,300
2016	13,515	6,855	20,370
2017	14,363	7,524	21,887
2018	15,225	7,623	22,848
2019-2023	90,940	35,688	126,628
2024-2027	94,451	12,091	106,542
Totals	$ 253,340	$ 81,996	$ 335,336

Long-Term Obligations Summary

Long-term obligation activity for the year ended December 31, 2013 is as follows:

	1/1/13 Balance	Additions	Reductions	12/31/13 Balance	Due Within One Year
Revenue bonds	$ 8,570,854	$ 3,000,000	$ 574,822	$ 10,996,032	$ 669,217
General obligation debt	264,718	-	11,378	253,340	12,061
Accrued sick leave	469,320	33,911	33,557	469,674	-
Unamortized premium	2,657	12,498	613	14,542	-
Totals	$ 9,307,549	$ 3,046,409	$ 620,370	$ 11,733,588	$ 681,278

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Long-Term Obligations Summary (cont.)

Long-term obligation activity for the year ended December 31, 2012 is as follows:

	1/1/12 Balance	Additions	Reductions	12/31/12 Balance	Due Within One Year
Revenue bonds	$ 9,126,398	$ -	$ 555,544	$ 8,570,854	$ 574,822
General obligation debt	275,411	-	10,693	264,718	11,379
Accrued sick leave	477,875	27,781	36,336	469,320	-
Unamortized premium	2,854	-	197	2,657	-
Totals	$ 9,882,538	$ 27,781	$ 602,770	$ 9,307,549	$ 586,201

Bond Covenant Disclosures

The following information is provided in compliance with the resolution creating the water revenue bonds:

Insurance

The utility is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, workers compensation, and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded coverage in any of the last three years. There were no significant reductions in coverage compared to the prior year.

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Bond Covenant Disclosures (cont.)

The utility is covered under the following insurance policies at December 31, 2013:

Type	Coverage	Expiration
Automotive Liability		
Property - Contents	$ 5,869,970	7/1/2014
General Liability	2,000,000	7/1/2014
Automobile Liability	1,000,000	7/1/2014
Contractors Equipment	570,245	7/1/2014
Auto - Physical Damage	385,281	7/1/2014
Umbrella Liability	2,000,000	7/1/2014
Crime - Theft/Forgery		
Position Bond* (Employee Dishonesty)	$ 100,000	7/1/2014
Forgery/Alteration	100,000	7/1/2014
Extra Expense	250,000	7/1/2014
EDP	268,830	7/1/2014
Employee Benefits	2,000,000	7/1/2014
Public Officials Liability	1,000,000	7/1/2014
Property		
Buildings	$ 32,257,686	7/1/2014
Flood	10,000,000	7/1/2014
Earthquake	10,000,000	7/1/2014

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Bond Covenant Disclosures (cont.)

Debt Coverage

Under terms of the resolutions providing for the issue of revenue bonds, revenues less operating expenses excluding depreciation (defined net earnings) must exceed 1.2 times the annual debt service. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2013 and 2012 as follows:

	2013	2012
Operating revenues	$ 7,735,297	$ 7,649,532
Investment income	10,295	11,238
Miscellaneous nonoperating income	-	6,964
Less: Operation and maintenance expenses	(3,512,641)	(3,223,156)
Net Defined Earnings	$ 4,232,951	$ 4,444,578
Minimum Required Earnings per Resolution:		
Annual debt service - principal	$ 574,822	$ 555,544
Annual debt service - interest	322,157	344,543
Subtotal	896,979	900,087
Coverage factor	1.20	1.20
Minimum Required Earnings	$ 1,076,375	$ 1,080,104
Actual Debt Coverage	4.72	4.94

Number of Customers and Billed Volumes - Water

The utility has the following number of customers and billed volumes for 2013 and 2012:

	Customers		Sales (000 gals)	
	2013	2012	2013	2012
Residential	16,935	17,024	807,884	866,323
Multi-Family	277	-	136,690	-
Commercial	1,315	1,525	266,431	393,631
Industrial	177	207	2,425,569	2,225,816
Public authority	127	136	53,456	58,643
Wholesale	3	2	17,430	791,404
Interdepartmental	2	4	708,983	4,500
Totals	18,836	18,898	4,416,443	4,340,317

NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

Bond Covenant Disclosures (cont.)

Utility Budget

The 2013 and 2012 utility budgets were prepared and approved as required by the bond resolutions.

NOTE 6 - NET POSITION

GASB No. 34 requires the classification of net position into three components - net investment in capital assets, restricted, and unrestricted. These classifications are defined as follows:

Net investment in capital assets - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position - This component of net position consists of net positions that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the utility's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 6 - NET POSITION (cont.)

The following calculation supports the water net investment in capital assets:

	2013	2012
Plant in service	$ 52,574,615	$ 47,128,128
Accumulated depreciation	(15,205,336)	(14,419,373)
Construction in progress	809,198	3,148,130
Sub-Totals	38,178,477	35,856,885
Less: Capital related debt	14,542	2,657
Add: Unspent debt proceeds		
Construction funds	1,264,528	-
Reserve from borrowing	605,635	664,819
Sub-Totals	1,870,163	664,819
Total Net Investment in Capital Assets	$ 40,034,098	$ 36,519,047

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM

All eligible employees participate in the Wisconsin Retirement System (WRS), a cost-sharing, multiple-employer, defined benefit, public employee retirement system. All employees, initially employed by a participating WRS employer prior to July 1, 2011, expected to work at least 600 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1,200 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

Effective the first day of the first pay period on or after June 29, 2011 the employee required contribution was changed to one-half of the actuarially determined contribution rate for General category employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement. Contribution rates for 2013 and 2012 are:

	Employees	Employer
2013 General category	6.65%	6.65%
2012 General category	5.90%	5.90%

Covered payroll listed below is substantially the same as total payroll.

NOTE 7 - EMPLOYEES RETIREMENT SYSTEM (cont.)

	Year Ended December 31		
	2013	2012	2011
Total Covered Employee Payroll	$ 1,723,463	$ 1,735,997	$ 1,751,324
Total Required Contributions	$ 229,221	$ 204,848	$ 203,154
Total Required Contributions	13.3%	11.8%	11.6%

Details of the plan are disclosed in the basic financial statements of the City of Sheboygan.

NOTE 8 - COMMITMENTS AND CONTINGENCIES

Claims and Judgments

From time to time, the utility is party to various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the utility's legal counsel that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the utility's financial position or results of operations.

Open Contracts

The utility has open contracts for approximately $116,815 for services related to the backwash reservoir project and various water main projects..

NOTE 9 - SIGNIFICANT CUSTOMERS

Water Utility

The utility has one significant customer who was responsible for 21% and 19% of operating revenues in 2013 and 2012, respectively.

NOTE 10 - SUBSEQUENT EVENTS

Rate Adjustment

On February 21, 2014, the Utility was granted authorization to increase its rates by the PSCW.

VIII

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

Your Committee to whom was referred Res. No. 141-13-14 by Alderperson Hammond consenting to the assignment of the tenant's interest in the Operating Lease with respect to the Blue Harbor Convention Center Improvements; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.4

Res. No. 141 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION consenting to the assignment of the tenant's interest in the Operating Lease with respect to the Blue Harbor Convention Center Improvements.

WHEREAS, Claremont New Frontier Resort LLC, as Tenant, entered into that certain Operating Lease dated March 17, 2011, with the City; and

WHEREAS, Claremont New Frontier Resort LLC intends to assign its interest as Tenant in the Operating Lease to Sheboygan Resort Operator LLC; and

WHEREAS, Claremont New Frontier Resort LLC is requesting the consent of the City to the assignment of the Operating Lease to Sheboygan Resort Operator LLC.

NOW, THEREFORE, BE IT RESOLVED: That the City, as Landlord, hereby consents to the assignment of the Operating Lease from Claremont New Frontier Resort LLC to Sheboygan Resort Operator LLC.

Finance Resp

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. ___ - 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred Res. No. 146-13-14 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establish appropriation for 2013 Sidewalk Program); recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.1

Res. No. 146 - 13 - 14. By Alderperson Hammond. March 3, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for 2013 Sidewalk Program:

FROM	TO	AMOUNT
Special Assessment Fund Interfund contribution 28581400-811401	Capital Fund Sidewalks 40033190-631300	$60,445
Capital Projects Fund Unreserved Fund Balance 400-253000		$11,318

Finance Rec pass

DH

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____. Susan Richards, City Clerk

Approved _____ 20____. Michael Vandersteen, Mayor

VIII

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

Your Committee to whom was referred Res. No. 164-13-14 by Alderperson Hammond establishing the Mayor's Neighborhood Leadership Cabinet; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.6

Res. No. 164 - 13 - 14 . By Alderperson Hammond. April 2, 2014.

A RESOLUTION establishing the Mayor's Neighborhood Leadership Cabinet.

WHEREAS, the City of Sheboygan recognizes that establishing neighborhood associations play a vital role in representing the interests of residents and enhancing the local community;

WHEREAS, the City believes that increasing citizen participation benefits the whole community by creating a positive environment of shared responsibility and collaboration;

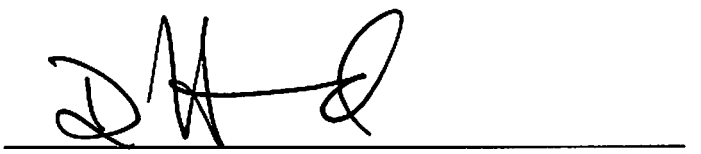
WHEREAS, the purpose of the Mayor's Neighborhood Leadership Cabinet(MNLC) is to strengthen and support neighborhood organizations throughout the City, and provide leadership opportunities for representatives of newly formed organizations.

WHEREAS, the primary purpose of the MNLC is for:

- To encourage neighborhoods to become a recognized association.
- To provide a platform to cultivate leadership skill within their neighborhood organizations.
- The Mayor to communicate with and listen to the representatives of neighborhood associations on topics that may be of interest to neighborhoods;
- Representatives of neighborhood associations to communicate their interests and concerns to the City Administration; and
- Members to serve as a conduit for timely, accurate information about City programs and services through various action including reporting and/or forwarding their membership information provided by the City.
- Assist in the new Residential Awards Program.
- Review and recommend awards of a neighborhood association assistance grant program to be created.

Finance
Res pass

RESOLVED: That the Common Council hereby establishes the Mayor's Neighborhood Leadership Cabinet comprised of the Mayor, one alderperson, one representative and one alternate from each recognized neighborhood in the City, the Director of Planning and Development or designee, the Chief of Police or designee, Sheboygan Neighborhood Pride board president or designee to be appointed annually by the Mayor and approved by the Common Council. Organizing neighborhoods may recommend a representative; however, until the neighborhood is recognized by the Common Council, the member shall be considered Ex-Officio.



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

Mayor's Neighborhood Leadership Cabinet

Work Plan

Goal:

The Mayor's Neighborhood Leadership Cabinet's (MNLC) function is to strengthen and support neighborhood organizations throughout City. The MNLC will accomplish this by connecting neighborhoods through informal meetings with neighborhood associations that are recognized by the Common Council, by fostering association member's leadership through education and communication, and by providing the opportunity to apply for grants for neighborhood improvement. The City of Sheboygan encourages every neighborhood to develop their own capacity and ability to address the common, and sometimes uncommon concerns of their residents and to help them to become a united voice for the betterment of Sheboygan.

Purpose:

The Mayor's Neighborhood Leadership Cabinet (MNLC) would be composed of one primary and one alternate representative of each of the neighborhoods of the city, typically recommended to the Mayor by the neighborhood association.

The primary purpose of the MNLC is:

- To provide a platform to cultivate leadership skill within neighborhood organizations;
- To encourage neighborhoods to become recognized associations;
- For the Mayor to communicate with and listen to the representatives of neighborhood associations on topics that may be of interest to neighborhoods;
- To recognize outstanding neighborhood efforts through a residential awards program;
- To provide neighborhood association assistance grants;
- To provide a platform for representatives of neighborhood associations to communicate their interests and concerns to the City Administration; and
- For members to serve as a conduit for timely, accurate information about City programs and services through various actions including reporting and/or forwarding their membership information provided by the City.

Membership:

The board consists of one representative and one alternate for each recognized neighborhood in the City of Sheboygan. Organizing neighborhoods may recommend a representative, however, until the neighborhood is recognized, the member shall be considered Ex-Officio. Terms are for one year, and no limit will be set to the number of terms an individual can hold. Terms will be reviewed on an annual basis to ensure multiple members of all neighborhood associations are given the opportunity to participate. The Mayor has the authority to increase the membership of the Cabinet by recognizing additional neighborhoods. No compensation is paid to members of the Cabinet. Mayor appoints members that have been recommended by the neighborhood associations.

Sheboygan Neighborhood Pride (SNP) has pioneered the development of neighborhood associations in the City of Sheboygan. The SNP board president, or their designee, and one SNP board member will serve on the MNLC to continue the past partnership with the City of Sheboygan and keep MNLC apprised of neighborhood groups and their progress towards association status.

Representatives of the City will include a Police Department Representative, recommended by the Chief of Police, an Alderman representative, and a Planning Department Representative.

Time Requirements:

Regular MNLC meetings are held on 1st Tuesday of each odd numbered months, usually beginning at 6:30pm, in the Rocca Room of the Mead Public Library.

Work outside scheduled meetings can include providing information to the neighborhood association and neighborhood residents regarding the work of the MNLC; keeping abreast of neighborhood issues to bring to the attention of the City; forwarding information to the neighborhood association and residents requested by the City; taking active part in the meetings of the Cabinet and follow-up activities.

Group Expectations:

During MNLC meeting and activities, members agree that:

- The role of MNLC shall be advisory only.
- Meetings will be run by Roberts Rules of Order with the Mayor or his designee as the Chairman.

Meeting Structure:

- MNLC typically meetings every other month and meetings are open to the public.
- MNLC members may offer ideas and topics for meeting agendas by communicating with staff during agenda development.
- MNLC meetings provide a comfortable environment to support the free flow of information back and forth between neighborhoods and the City.
- Large and small group exercises, formal presentation, question/answer sessions and other meeting formats will be used to assist members in understanding issues and in how to develop input and recommendations.
- Sample Agenda

Role of City Staff:

City staff is committed to the following, in support of MEC success:

1. Structure meetings to remain on progressive track without designated timeframes.
2. Accurately document MNLC members concerns, issues and requests, via clear and concise written meeting notes.
3. Provide members with background information, technical data and responses to questions.
4. Provide timely follow-up information.

SAMPLE AGENDA

Pledge of Allegiance

Roll Call

Minutes approval

Program - Timely and informative presentation on a subject

Financial report

Mayor's Report

Historic Preservation

Neighborhood Toolbox

Newsletters

Annual Meetings

Next Door Update - Private Social Network for Neighborhoods

Sheboygan Neighborhood Pride Update

City Staff Update

Sheboygan Neighborhood Award Program and Grants

Open Forum

Adjournment

VIII

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

Your Committee to whom was referred Res. No. 165-13-14 by Alderperson Hammond terminating the Intergovernmental Cooperation Agreements for Technical Support Services between the City of Sheboygan and the Cities of Sheboygan Falls and Plymouth and the Village of Kohler; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.8

Res. No. 165 - 13 - 14. By Alderperson Hammond. April 2, 2014.

A RESOLUTION terminating the Intergovernmental Cooperation Agreements for Technical Support Services between the City of Sheboygan and the Cities of Sheboygan Falls and Plymouth and the Village of Kohler.

WHEREAS, the City of Sheboygan has for a number of years, by way of intergovernmental agreements with other local municipalities, been willing to make certain technical support services of its Information Technology Department ("IT Department") available to the other municipalities; and

WHEREAS, the level of demand internally for the City's existing IT Department resources has increased to the point where it has become difficult to offer services to other local communities; and

WHEREAS, the City finds it important to provide advance notice of a termination of these services so that the other local municipalities have adequate time to plan accordingly for other IT support.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby terminates the Intergovernmental Cooperation Agreements for Technical Support Services with the City of Sheboygan Falls, the City of Plymouth, and the Village of Kohler, respectively, effective at the end of calendar year 2014.

BE IT FURTHER RESOLVED: That existing VPN connections and existing applications running on City of Sheboygan servers will be allowed to remain in place until they can be migrated so that access to critical information will not be denied.

BE IT FURTHER RESOLVED: That the City Clerk is authorized and directed to send notice hereof to the clerk of each of the respective municipalities.

Kristen Reed

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. ____ - 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred Res. No. 166-13-14 by Alderperson Hammond authorizing entering into a contract for buildings and property insurance coverage; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Other Matters

8.9

III

Res. No. 166 - 13 - 14. By Alderperson Hammond. April 2, 2014.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the State of Wisconsin Local Government Property Insurance Fund continues to provide insurance at reasonable rates.

RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Local Government Property Insurance Fund for providing building and property insurance coverage at a cost of $116,034 for the period June 1, 2014 through May 31, 2015.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

Finance 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

VI

R. C. No. ____ - 13 - 14. By PUBLIC WORKS. April 14, 2014.

Your Committee to whom was referred a copy of R. O. No. 339-13-14 by the City Clerk submitting a communication from the John Michael Kohler Arts Center making various requests of the City for the 44th Annual Midsummer Festival of the Arts on July 19 and 20, 2014; recommends that the requests be approved as it relates to Public Works.

_____ _____

_____ _____

_____ _____

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

3.10

R. O. No. 339- 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a communication from the John Michael Kohler Arts Center making various requests of the City for the 44th Annual Midsummer Festival of the Arts on July 19 and 20, 2014.

PP+S, P.W. approve & Transit

Susan Richards
City Clerk

JOHN MICHAEL **KOHLER ARTS CENTER**

expect the unexpected

608 New York Ave.
Sheboygan, WI
53081-4507

P 920 458 6144
F 920 458 4473
www.jmkac.org

March 7, 2014

City Clerk Office
828 Center Ave
Sheboygan, WI 53081

To Whom It May Concern,

The John Michael Kohler Arts Center will be holding the forty-fourth annual Midsummer Festival of the Arts on July 19 and 20, 2014.

John Michael Kohler Arts Center is asking that our requests be directed to the appropriate committees. To implement our plans for the John Michael Kohler Arts Center's forty-second Annual Midsummer Festival of the Arts, we respectfully request the following from the City of Sheboygan:

1. **Permission to close Wisconsin Avenue to traffic between Sixth and Seventh Streets from 11:00 a.m. on Friday, July 18 – 7:00 p.m. on Sunday, July 20.** We are requesting to close this street through the entire weekend (including overnight) so we can place artist booths on Wisconsin Ave. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary. Wells Fargo drive-thru windows would still be accessible on Sixth Avenue.

2. **Permission to close Sixth Street to traffic between the northwestern corner of Sixth Street and New York Avenue and the southeastern corner of Sixth Street and Wisconsin Avenue from 11:00 a.m. on Friday, July 18 - 7:00 p.m. on Sunday, July 20.** We are requesting to close this street through the entire weekend (including overnight) so we can place artist booths on Sixth Street. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary.

3. **Permission to close New York Avenue to traffic between Sixth and Seventh Streets from 11:00 a.m. on Friday, July 18 – 7:00 p.m. on Sunday, July 20.** We are requesting to close New York Avenue through the entire weekend (including overnight) so we can place artist booths on New York Avenue. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary.

4. **Permission to prohibit metered parking** in the following locations starting at 11:00 a.m. on Friday, July 18 until 7:00 p.m. on Sunday, July 20: the north and south sides of New York Avenue between Sixth and Seventh Streets; the west side of Sixth Street between Wisconsin and New York Avenues; and the north

and south sides of Wisconsin Avenue between Sixth Street and Seventh Street; and the east side of Seventh street in between New York and Wisconsin Avenues. as well as metered parking on the corner of Seventh Street and New York Avenue to allow the placement of a dumpster. The Art Center will need to obtain sixty-five parking meter covers for this procedure.

Because the Midsummer Festival of the Arts is a community event sponsored by the Arts Center as a public service, the fees from the prohibition of metered parking have always been waived in the past and we hope that you will continue this policy for this year's festival.

5. **Permission to prohibit all non-metered parking on the east side of Sixth Street** between Wisconsin and New York Avenues. No signage would be required, as the closing of Sixth Street would control parking here.

6. **Permission to place a dumpster on the southwest corner of New York Avenue and 7th Street.** This allows the festival attendees and artists to not be directly located next to the trash as in previous years.

7. **Permission to allow beer and wine to be sold in the food vendor area, located in the Arts Center parking lot.** As in 2013, the Arts Center will be accepting outside food vendors for the 2014 festival. The food vendor will be juried into the show sometime in April and we anticipate accepting between 7-10 vendors total. We are hoping to set up the food vendors along with the wine tent and beer trailer (same as last year) in the Arts Center's parking lot located directly in front of the Arts Center's main building across New York Avenue. We will also have an additional tent upset for beverages on the Arts Center ground by the live music. Since we would be serving alcoholic beverages from these stations we need to request a change of or extension of our normal premise to sell alcohol from the Arts Center's parking across New York Avenue. We will not be selling any alcoholic beverages on the city streets, but festival participants will be consuming their alcoholic beverages on city streets within the festival grounds, which include the streets that we have requested, blocked during festival hours above.

   The wine and beer tents will be operating (selling alcohol) during festive hours only:

   Saturday, July 19 from 10:00 a.m. – 5:00 p.m.

   Sunday, July 20 from 10:00 a.m. – 4:00 p.m.

   The beer trailer will be put into place in the afternoon on Friday, July 18 and removed from our parking lot on Monday, July 21, in the morning.

   We will only be selling wine and beer – no hard liquor will be distributed from these stations.

8. **Permission to rent picnic tables, park benches, and traffic cones from the city.** A fax with exact amounts needed, will be sent over to city.

If you have any questions in regard to these requests, please feel free to contact me at the Arts Center, 920-694-4560. The John Michael Kohler Arts Center deeply appreciates the past support that the City has demonstrated for the Midsummer Festival of the Arts. We look forward to once again bringing this popular event to our residents and visitors to our community. Thank you for your assistance.

Sincerely,

JOHN MICHAEL KOHLER ARTS CENTER

Amanda Salazar
Special Events and Hospitality Coordinator

VIII

R. C. No. ____ - 13 - 14. By PUBLIC WORKS. April 14, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 343-13-14 by the Purchasing Agent submitting bids for the stabilization of the river bank at Workers Water Street Park; and

2. Res. No. 169-13-14 by Alderperson Heidemann authorizing entering into contract for the placement of permanent bank stabilization materials located along the banks of the Sheboygan River adjacent to Workers Water Street Park;

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

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.5

Res. No. 169 - 13 - 14. By Alderperson Heidemann. April 2, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the placement of permanent bank stabilization materials located along the banks of the Sheboygan River adjacent to Workers Water Street Park.

WHEREAS: The Engineering Department issued bids for the placement of bank stabilization structures at Workers Water Street Park under Bid # 2368-14 and;

WHEREAS: The Engineering Department has reviewed the bids and determined that the low bid meets all requirements and specifications as listed in the Engineering documents and;

WHEREAS: Said improvements will allow the city to maintain the banks in a safe and erosion free manner and;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Buteyn-Peterson Construction Co. Inc. of Sheboygan in the amount of $ 40,379.50

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account #10153000-631100 in payment of same.

P.W. approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.14

R. O. No. 343 - 13 -14. By PURCHASING AGENT. April 2, 2014.

Submitting a tabulation of the bids for the stabilization of the river bank at Workers Water Street Park as received in response to Bid # 2368-14.

The Request for Bids solicitation was published in accordance with City of Sheboygan Ordinances as well as published electronically nationwide on QuestCDN.

Three bids were received and reviewed and found to be responsive to the solicitation:

Bidder & City	Base Bid	Alternate	Total
Buteyn-Peterson Const. Sheboygan	$ 34,426.00	$ 5,953.50	**$ 40,379.50**
Vinton Construction Manitowoc	$ 66,906.00	$ 6,255.90	**$ 73,161.90**
Highway Landscapers Inc. Kaukauna	$126,232.00	$ 5,197.50	**$131,429.50**

Upon review, the low bid from Buteyn-Peterson Construction of Sheboygan meets or exceeds all of the stated requirements. It is recommended the contract be awarded to Buteyn-Peterson Construction, Inc., including the alternate for the replacement of sidewalks affected by the project.

Pub Works
Acc Jill

Respectfully submitted,

Bernard R. Rammer

VIII

R. C. No. ___ - 13 - 14. By PUBLIC WORKS. April 14, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 342-13-14 by the Purchasing Agent submitting a report relative to the City entering into contract with Engineered Buildings, Inc., of Milwaukee for the provision and construction of a 2800 Ton Capacity salt storage building; and

2. Res. No. 171-13-14 by Alderperson Heidemann authorizing entering into contract with Engineered Buildings, Inc., of Milwaukee for the provision and construction of a 2800 Ton Capacity salt storage building;

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

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.7

Res. No. 171 - 13 - 14. By Alderperson Heidemann. April 2, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract with Engineered Buildings Inc. of Milwaukee WI for Furnishing and erecting of a Salt Storage Building at the Municipal Service Building complex on New Jersey Avenue.

WHEREAS: The Department of Public Works has struggled for many years with a small, inadequate salt storage facility having a capacity far lower than what is required for the City of Sheboygan, and:

WHEREAS: The winter season just past has taxed these resources to the limit, at times literally requiring daily deliveries of road salt from our vendor, and;

WHEREAS: The Capital Improvements Commission did allocate funding for a new facility with final size and style to be determined in the amount of $225,000.00 and thus directed that Requests for Proposal be issued, and;

WHEREAS: It was determined that a structure having a "footing brace" design has been found to be extremely durable for Sheboygan County to the point that said style of structure is now used exclusively throughout the county, and;

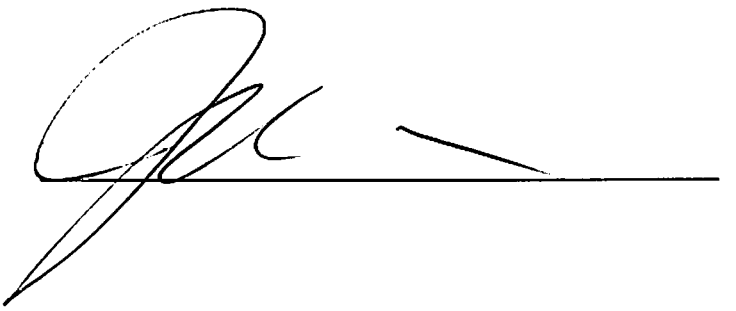
WHEREAS; The City of Sheboygan on average spreads approximately 4200 Tons of road salt on an annual basis and the Department of Public Works has determined that a shed having a capacity of 2800 Tons would be a monumental improvement over the present area, and allow the City to store adequate reserve, and;

WHEREAS, Engineered Buildings Inc. was the only vendor who chose to submit a proposal in response to the City's RFP # 1889-14, primarily due to the fact that this design is somewhat proprietary but is not exclusive, therefore;

P.W. approve.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Engineered Buildings Inc. in the amount of $241,272.00 in accordance with their proposal dated March 24,2014

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from Capital Improvements funding for Fiscal 2014 as deemed appropriate by the Finance Director.



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

3.4

R. O. No. 342 - 13 - 14. By PURCHASING AGENT. April 2, 2014.

Submitting a report relative to the City entering into contract with Engineered Buildings Inc. of Milwaukee for the provision and construction of a 2800 Ton Capacity salt storage building in accordance with Request for Proposals # 1889-14.

BIDDER	Total Proposed Cost
Engineered Buildings Inc.	$241,272.00

After review of the proposal, it has been determined that it meets or exceeds all of the specifications. The structures interior dimensions once completed will be 96 feet long by 60 feet wide having a clear interior ceiling height of 20 feet.

The proposal includes all materials, labor, permits and equipment required to erect the building on the grounds adjacent to the Municipal Service Building including the required filings with the State of WI.

Some ancillary work having to do with site preparations, establishment of electrical service to the building along with final pavement and patching will be provided by the Department of Public Works.

This style of structure for the storage of road salt is and has been used exclusively by the Sheboygan County Highway Department and State of WI Dept. of Transportation for durable, time tested storage throughout the county.

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

Pub Wks
Ann Fitz

VIII

R. C. No. ___ - 13 - 14. By PUBLIC WORKS. April 14, 2014.

Your Committee to whom was referred Res. No. 170-13-14 authorizing the appropriate City Officials to enter into contract with Traffic and Parking Control "TAPCO", for the purposes of purchasing traffic signal equipment; recommends that the Report of Committee be accepted and adopted and pass the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.2

Res. No. 170 - 13 - 14. By Alderperson Heidemann. April 2, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Traffic and Parking Control "TAPCO", for the purposes of purchasing traffic signal equipment.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City standardizing its traffic signals for uniformity and ease of maintenance.

WHEREAS, TAPCO is the distributor of SEPAC signal controllers and monitors, which have been predominantly used in the City of Sheboygan and are currently installed in other sections City.

RESOLVED: By the City Council of the City of Sheboygan that the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with TAPCO, for supplying the purchase of traffic signals at a cost of $33,765 in payment of same from the Capital Improvements Traffic Signal Control Equipment fund cost center 4733250-649100.

P.W. approval.

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

3767

TAPCO®

SALES QUOTE

Customer Copy

Number	Q128100
Date	3/14/2014
Page	1

5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

Sell To Cust. C331	Ship To Cust.
City Of Sheboygan Finance Dept 828 Center Ave. Ste 205 SHEBOYGAN, WI 53081-4442 USA	City Of Sheboygan-Dpw 2026 New Jersey Ave Sheboygan, WI 53081 USA

Reference #	Expires	Slsp	Terms	Freight	Ship Via
	4/13/2014	Cheryl Cieslewicz	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	UM	Extension
122-080ST	WisDOT EPAC3608M52 SEPAC ECOM,Signal Controller W/Cables & Harnesses 8130-0402-001	13	EA	1,925.00	EA	$25,025.00
395-00002	Monitor, 6 Channel NEMA SSM6LEC with LC Display conflict monitor	4	EA	615.00	EA	$2,460.00
395-00001	Monitor, 12 Channel NEMA SSM12LEC with LC Display Conflict Monitor	8	EA	785.00	EA	$6,280.00

P.O. please
Capitol improvements

Shipment within_____
Acceptance By _____
Date_____
By _____

Merchandise	Freight	Tax	Total
$33,765.00	$0.00	$0.00	$33,765.00

THANK YOU FOR CALLING TAPCO!!! THIS OFFER IS SUBJECT TO TERMS AND CONDITIONS SHOWN ON REVERSE SIDE

INTERSECTION ADDRESS	CONTROLLER MODEL NUMBER	CONFLICT SERIAL NUMBER	CONFLICT MODEL NUMBER	DATE UPLOADED
8th & Riverfront Dr.	3601M10		SSM-12E	
9th & Erie Ave.	3604M03		SSM-6E	
10th & Erie Ave.	3604M03		SSM-6E	
12th & Wilson Ave.	3601M40		SSM-6E	
13th & Geele Ave.	zzzzzzzzzzzzzzz		zzzzzzzzzzzzzzz	
14th & Superior Ave.	3608M52		SSM-12LEC	
14th & Erie Ave. - T12	3608M40		SSM-12LEC	
14th & Penn Ave	3108M34		SSM-12E	
14th & New Jersey Ave.	3608M34		SSM-12LEC	
14th & Indiana Ave.	3604M03		SSM-12E	
15th & Geele Ave.	3604M03		SSM-6E	
15th & Calumet Dr. - S2	3608M52		SSM-12LEC	
17th & Erie Ave. - T11	3608M34		SSM-12LEC	
17th & Indiana Ave.	3608M34		SSM-12E	
19th & Erie Ave. - T10	3608M52		SSM-12LEC	
25th & KMD - T9	3608M52		SSM-12LEC	
25th & KMD Frontage - T8	3608M10		SSM-12E	
Bus. Dr. & Broadway Ave.	3608M52		SSM-12E	
Bus. Dr. & Union Ave.	3608M40		SSM-12LEC	
Bus. Dr. & Wilson Ave.	3108M42		SSM-12E	
Bus. Dr. & Wash. Ave.	3608M03		SSM-12LEC	
Calumet Dr. & Seamann Ave. - S1	3108M52 w/Modem - Master (S)		SSM-12LEC	
Calumet Dr. & Geele Ave. - S3	3608M34		SSM-12LEC	
Calumet Dr. & North Ave.	3608M10		SSM-12E	
Erie Ave. & Shopko - T7	3608M10		SSM-12E	
Taylor Dr. & Superior Ave. - T5	3608M10S		SSM-12LEC	
Taylor Dr. & Wilgus Ave. - T2	3608M34		SSM-12LEC	
Taylor Dr. & North Ramp - T3	3608M03		SSM-6LEC	
Taylor Dr. & South Ramp - T4	3608M34		SSM-12LEC	
Taylor Dr. & Erie Ave. - T1	3608M52 Master/Slave (T)		SSM-12LEC	
Taylor Dr. & Festival Foods - T6	3604M03		SSM-6LEC	
Taylor Dr. & New Jersey Ave. - T13	3608M52		SSM-12LEC	
Taylor Dr. & Wash. Ave.	3608M34		SSM-12LEC	
Taylor Dr. & Germaine Ave.	3108M52		SSM-12E	
Wash. Ave & Greenwing Ave.	3108M52		SSM-12E	
Wash. Ave & Sheb. Chevy	3608M34		SSM-12E	
County Owned Intersections				
Taylor Dr. & Indiana Ave.				
Taylor Dr. & Union Ave.				
County Road O and Y				
Lower Falls Road and Highland Drive				

VIII

R. C. No. ___ - 13 - 14. By PUBLIC WORKS. April 14, 2014.

Your Committee to whom was referred Res. No. 172-13-14 authorizing purchasing right-of-way for the Sidewalk GAP project; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.9

Res. No. 172 - 13 - 14. By Alderperson Heidemann. April 2, 2014.

A RESOLUTION authorizing purchasing right-of-way for the Sidewalk GAP project.

WHEREAS: The State of Wisconsin Dept. of Transportation will solicit bids for the project in July, 2014 and enter into contract in September, 2014 for the Sidewalk GAP project;

RESOLVED: That the City is hereby authorized to purchase right-of-way for the Sidewalk GAP project from property owners in an amount not to exceed $30,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Capital Improvements Funds, Sidewalks Account Number 40033190-6313000.

P.W. 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. ___ - 13 - 14. By PUBLIC WORKS. April 14, 2014.

Your Committee to whom was referred Res. No. 174-13-14 authorizing the appropriate City Officials to enter into contract with Traffic and parking Control "TAPCO" for the purposes of purchasing traffic signal equipment; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.5

Res. No. 174 - 13 - 14. By Alderperson Heidemann. April 2, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Traffic and Parking Control "TAPCO", for the purposes of purchasing traffic signal equipment.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City standardizing its traffic signal equipment for uniformity and ease of maintenance.

WHEREAS, TAPCO is the distributor of the VRACK TS1 System and the RZ-4 Advanced wide dynamic range camera, which has been successfully used at 14th and Erie Ave. intersection for vehicle detection in the City of Sheboygan.

THEREFORE, the Department of Public Works is proposing to use the VRACK TS1 System and the RZ-4 Advanced wide dynamic range camera at the intersections of 25th St. and Kohler Memorial Drive and Taylor Drive and Erie Avenue which have had numerous problems with vehicle detection.

RESOLVED, by the City Council of the City of Sheboygan that the appropriate City Officials are hereby authorized to waive the competitive bid requirements and enter into contract with TAPCO, for supplying the purchase of VRACK TS1 System and the RZ-4 Advanced wide dynamic range camera at a cost of $33,266 in payment of same from the Capital Improvements Traffic Signal Control Equipment fund cost center 4733250-649100.

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. ___ - 13 - 14. By PUBLIC WORKS. April 14, 2014.

Your Committee to whom was referred Res. No. 175-13-14 authorizing entering into contract for the replacement of sanitary sewer for N. 20th St. from Cleveland Ave. to Geele Ave. and N. 6th St. from Euclid to approximately 160' to the south; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters 8.7

Res. No. 175 - 13 - 14. By Alderperson Heidemann. April 2, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the replacement of sanitary sewer for N. 20th St. from Cleveland Ave. to Geele Ave. and N. 6th St. from Euclid Ave. to approximately 160' to the south.

WHEREAS: The Department of Public Works has solicited and received bids for these two sanitary sewer relays under request for bids # 2369-14.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with DeGroot Inc. of Green Bay in the amount of $127,290.13.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Sanitary Sewer Fund Account # 60134110-521900.

Pub Wks. approval

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. ____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. April 14, 2014.

Your Committee to whom was referred R. O. No. 338-13-14 by the City Clerk submitting a communication from Denny Moyer, General Manager of the Sheboygan Athletic Club requesting a street closing for Wildwood Ave. from New Jersey Ave. north to the projected Virginia Ave., May 30, 2014, as they are hosting Project G.R.I.L.L; recommends that the document be placed on file and to advise the group that they need to obtain an approved street festival permit.

_____ _____

_____ _____

_____ _____

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. 338 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a communication from Denny Moyer, General Manager of the Sheboygan Athletic Club requesting a street closing for Wildwood Ave. from New Jersey Ave. north to the projected Virginia Ave., May 30, 2014, as they are hosting Project G.R.I.L.L.

PP+S

file

need a street festival permit

Susan Richards
City Clerk

March 20, 2014

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

Dear Sue,

We are requesting a street closing: Wildwood Avenue Wildwood Avenue from New Jersey north to the projected Virginia Ave. on Friday, May 30, 2014. No residents are located at the proposed closure site.

The closure would be from 9 a.m. to 10 p.m. The Sheboygan Athletic Club is hosting the Project Grill unveiling that day. The grills, built by tech students from seven area high schools under the sponsorship of area industries, will be unveiled. Schools participating and their sponsoring and working partners are Central/Lakeshore Technical College; Howards Grove/Johnsonville; North/TR Services; Oostburg/Kohler Co.; Plymouth/Curt Joa; Random Lake/Masters Gallery; and Soouth/Nemak. The presentation and the lunch need to have the weather protection of a tent, which requires the closing of the road so there is enough room to raise the tent.

In addition, students will be grilling on their new grills, most of which have to be towed by trailer, and a crowd is expected for the viewing as well as for the tasting. Further crowding the area will be the fans arriving for the 5 p.m. Sheboygan A's doubleheader against West Allis.

Project Grill has been tremendously successful and popular in recent years and its organizers report that interest and attendance is growing, particularly since its move to Wildwood Park from Road America where it was held in the past.

It was a great event last year Project Grill committee members and members of the Sheboygan Athletic Club are excited over the prospect of having the unveiling at Wildwood Park again. Closing the street is necessary to make it happen logistically and we ask for the city's and the Police Department's approval.

Please give every consideration to granting this request.

Sincerely,

Denny Moyer
General Manager
Sheboygan Athletic Club

VI

R. C. No. ____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. April 14, 2014.

Your Committee to whom was referred R. O. No. 339-13-14 by the City Clerk submitting a communication from the John Michael Kohler Arts Center making various requests of the City for the 44th Annual Midsummer Festival of the Arts on July 19 and 20, 2014; recommends that the document be placed on file and to advise the group that they need to obtain an approved street festival permit.

_____ _____

_____ _____

_____ _____

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

3.10

R. O. No. 339- 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a communication from the John Michael Kohler Arts Center making various requests of the City for the 44th Annual Midsummer Festival of the Arts on July 19 and 20, 2014.

PP+S, P.W. & Transit

Susan Richards
City Clerk

file need street festival permit

JOHN MICHAEL **KOHLER ARTS CENTER**

expect the unexpected

608 New York Ave.
Sheboygan, WI
53081-4507

P 920 458 6144
F 920 458 4473
www.jmkac.org

March 7, 2014

City Clerk Office
828 Center Ave
Sheboygan, WI 53081

To Whom It May Concern,

The John Michael Kohler Arts Center will be holding the forty-fourth annual Midsummer Festival of the Arts on July 19 and 20, 2014.

John Michael Kohler Arts Center is asking that our requests be directed to the appropriate committees. To implement our plans for the John Michael Kohler Arts Center's forty-second Annual Midsummer Festival of the Arts, we respectfully request the following from the City of Sheboygan:

1. **Permission to close Wisconsin Avenue to traffic between Sixth and Seventh Streets from 11:00 a.m. on Friday, July 18 – 7:00 p.m. on Sunday, July 20.** We are requesting to close this street through the entire weekend (including overnight) so we can place artist booths on Wisconsin Ave. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary. Wells Fargo drive-thru windows would still be accessible on Sixth Avenue.

2. **Permission to close Sixth Street to traffic between the northwestern corner of Sixth Street and New York Avenue and the southeastern corner of Sixth Street and Wisconsin Avenue from 11:00 a.m. on Friday, July 18 - 7:00 p.m. on Sunday, July 20.** We are requesting to close this street through the entire weekend (including overnight) so we can place artist booths on Sixth Street. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary.

3. **Permission to close New York Avenue to traffic between Sixth and Seventh Streets from 11:00 a.m. on Friday, July 18 – 7:00 p.m. on Sunday, July 20.** We are requesting to close New York Avenue through the entire weekend (including overnight) so we can place artist booths on New York Avenue. The booths will be located in the center of the street, which would still leave enough room for a vehicle to get through between the tents if necessary.

4. **Permission to prohibit metered parking** in the following locations starting at 11:00 a.m. on Friday, July 18 until 7:00 p.m. on Sunday, July 20: the north and south sides of New York Avenue between Sixth and Seventh Streets; the west side of Sixth Street between Wisconsin and New York Avenues; and the north

and south sides of Wisconsin Avenue between Sixth Street and Seventh Street; and the east side of Seventh street in between New York and Wisconsin Avenues. as well as metered parking on the corner of Seventh Street and New York Avenue to allow the placement of a dumpster. The Art Center will need to obtain sixty-five parking meter covers for this procedure.

Because the Midsummer Festival of the Arts is a community event sponsored by the Arts Center as a public service, the fees from the prohibition of metered parking have always been waived in the past and we hope that you will continue this policy for this year's festival.

5. **Permission to prohibit all non-metered parking on the east side of Sixth Street** between Wisconsin and New York Avenues. No signage would be required, as the closing of Sixth Street would control parking here.

6. **Permission to place a dumpster on the southwest corner of New York Avenue and 7th Street.** This allows the festival attendees and artists to not be directly located next to the trash as in previous years.

7. **Permission to allow beer and wine to be sold in the food vendor area, located in the Arts Center parking lot.** As in 2013, the Arts Center will be accepting outside food vendors for the 2014 festival. The food vendor will be juried into the show sometime in April and we anticipate accepting between 7-10 vendors total. We are hoping to set up the food vendors along with the wine tent and beer trailer (same as last year) in the Arts Center's parking lot located directly in front of the Arts Center's main building across New York Avenue. We will also have an additional tent upset for beverages on the Arts Center ground by the live music. Since we would be serving alcoholic beverages from these stations we need to request a change of or extension of our normal premise to sell alcohol from the Arts Center's parking across New York Avenue. We will not be selling any alcoholic beverages on the city streets, but festival participants will be consuming their alcoholic beverages on city streets within the festival grounds, which include the streets that we have requested, blocked during festival hours above.

   The wine and beer tents will be operating (selling alcohol) during festive hours only:

   Saturday, July 19 from 10:00 a.m. – 5:00 p.m.

   Sunday, July 20 from 10:00 a.m. – 4:00 p.m.

   The beer trailer will be put into place in the afternoon on Friday, July 18 and removed from our parking lot on Monday, July 21, in the morning.

   We will only be selling wine and beer – no hard liquor will be distributed from these stations.

8. **Permission to rent picnic tables, park benches, and traffic cones from the city.** A fax with exact amounts needed, will be sent over to city.

If you have any questions in regard to these requests, please feel free to contact me at the Arts Center, 920-694-4560. The John Michael Kohler Arts Center deeply appreciates the past support that the City has demonstrated for the Midsummer Festival of the Arts. We look forward to once again bringing this popular event to our residents and visitors to our community. Thank you for your assistance.

Sincerely,

JOHN MICHAEL KOHLER ARTS CENTER

Amanda Salazar
Special Events and Hospitality Coordinator

VI

R. C. No. ____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. April 14, 2014.

Your Committee to whom was referred R. O. No. 341-13-14 by the City Clerk submitting a communication from James Reinl putting in a request to cut the flip flop parking at the same time as daylight savings time ends, which is before April 1st for year to year - not just one time; recommends that the document be placed on 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

Other Matters 8.1

R. O. No. 341- 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a communication from James Reinl putting in a request to cut the flip flop parking at the same time as daylight savings time ends, which is before April 1st for year to year - not just one time.

PP&S

file

Susan Richards
City Clerk

City of Sheboygan
spirit on the lake.

January 14 2008

MAR 31'14 PM12:04

JAMES REINL
512 S WATER ST
SHEBOYGAN WI 53081
(920) 395-2426 OR 946-1480

DEAR PROPERTY OWNER:

At a regular meeting of the Common Council of the City of Sheboygan, Wisconsin, held January 7, 2007, the following document was filed, and we are enclosing a certified copy thereof:

R. C. No. 313-07-08 by Public Protection and Safety.

Sincerely,

Cinda Hawver

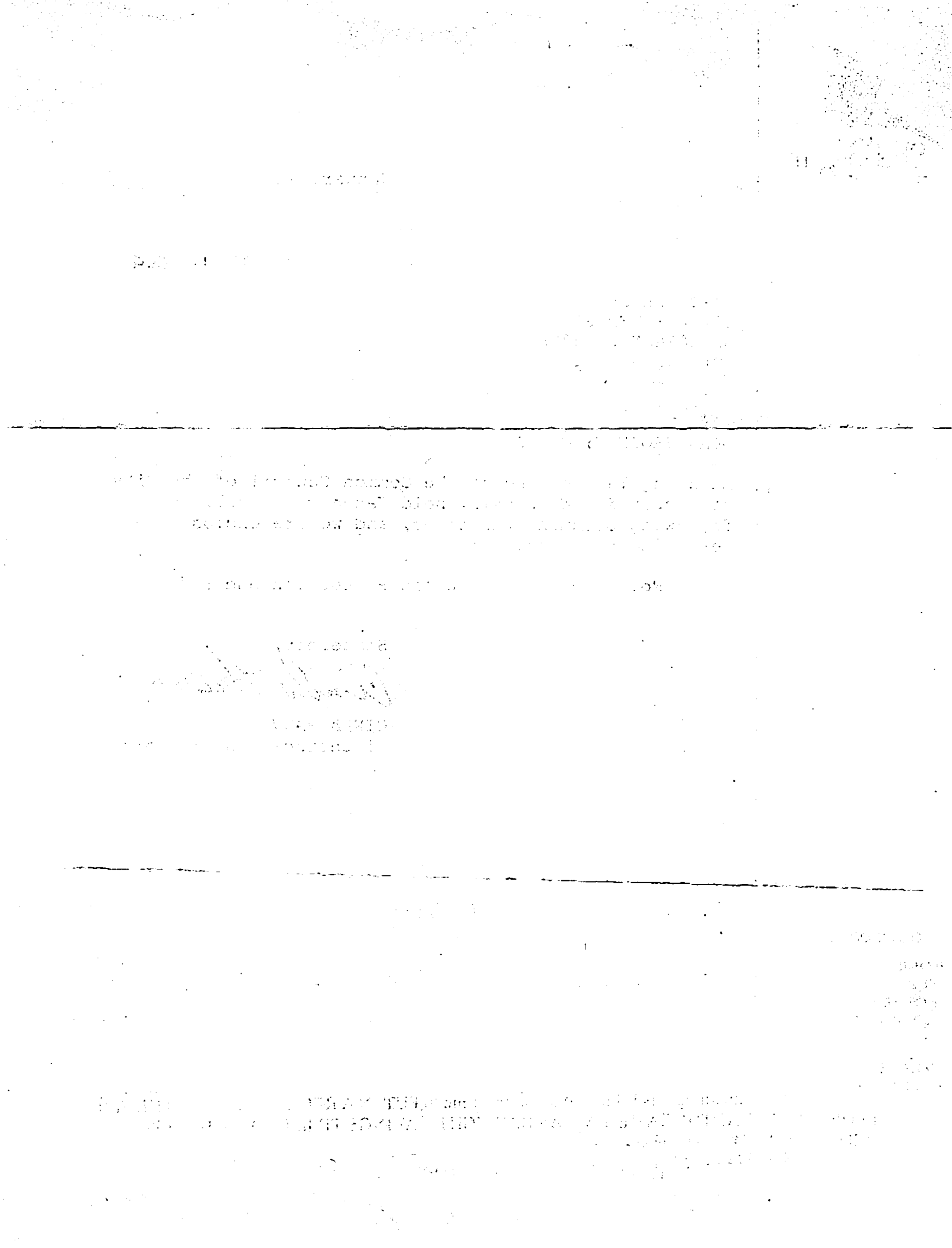
CINDA HAWVER
Licensing/Council Clerk

ckh
Enc.

CITY CLERK'S OFFICE
CITY HALL
SUITE 203
828 CENTER AVE.
SHEBOYGAN, WI
53081-4496
920/459-3361
FAX 920/459-3967

So after explaining this I'd like to ask at this time to PUT IN A REQUEST TO CUT THE FLIP FLOP PARKING AT THE SAME TIME AS DAYLIGHT SAVINGS TIME ENDS ,WHICH IS BEFORE ~~MARCH~~ APRIL 1ST. Thank you. FOR YEAR TO YEAR. NOT JUST one time

New Request to put in for same change.



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

R. C. No. 313 - 07 - 08. By PUBLIC PROTECTION AND SAFETY. January 7, 2008.

Your Committee to whom was referred the following:

1. Com. No. 50-07-08 from James Reinl requesting that the winter parking rules be changed as daylight savings time ended 3 weeks early and we should end the parking rules 3 weeks early and also stating that he loves how the rotary works on S. 8th St.;

2. R. O. No. 442-07-08 by Building Inspection Department submitting the report of the Building Inspection Department for the month of NOVEMBER, 2007; and

3. R. O. No. 443-07-08 by the City Clerk submitting a communication from Dawn Koch requesting that the "No ATV's on the sidewalk" ordinance be changed to allow ATV's with plows to clear the sidewalk of snow in the winter months;

recommends that the documents be placed on file.

Hanna | Bobrow
Acad

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 7th day of January, 2008.

Dated January 9 2008. Susan Richards, City Clerk

Approved January 9 2008. , Mayor

Proceedings Published January 12, 2008.
Certified January 14, 20 08 James Reinl; Dawn Koch

VIII

R. C. No. ___ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. April 14, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 340-13-14 by the Purchasing Agent submitting a report to purchase new in-car audio/video capture, recording and storage system for the Sheboygan Police Department; and

2. Res. No. 168-13-14 by Alderperson Carlson authorizing entering into an agreement for the purchase of (17) in-car audio/video recording systems for the Sheboygan Police Department including installation and training;

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

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

Res. No. 168 - 13 - 14. By Alderperson Carlson. April 2, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into an agreement for the purchase of (17) in-car audio/video recording systems for the Sheboygan Police Department including installation and training.

WHEREAS; The Sheboygan Police Department has determined that the current in-car video systems in use in its marked fleet of squad cars has surpassed its expected useful life, is no longer supported by the manufacturer, and is in need of replacement, and;

WHEREAS; In-car audio and video recording has been in use for a number of years in Law Enforcement applications and its benefits are widely known. One additional concern of the Department was the ability to also utilize and integrate the same technology into a number of interview rooms within the Police Department in the future and further utilize the existing cameras and microphones within these rooms and;

WHEREAS; The Sheboygan Police Department exercised significant due diligence in the investigation of current available technology in search of a system that meets or exceeds all of their needs and has determined that the systems offered by Coban Technologies, offers the best overall solution, and;

WHEREAS; The City of Sheboygan is able to access a national contract with Coban Technologies for the purchase of this equipment and as such, is able to waive the need for competitive bidding for this purchase under the exemptions provided under City Ordinance and offers some additional discounts.

Approve

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a purchase agreement with Coban Technologies Inc. of Houston TX in the amount of $107,854.00, and that the need for competitive bidding is hereby waived.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw on account #_____ in payment of same.

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

3.13

R. O. No. 340 - 13 - 14. By PURCHASING AGENT. April 2, 2014.

Submitting a report relative to the purchase of a new in-car audio/video capture, recording and storage system for the Sheboygan Police Department.

Following a determination that the current in-car video system has surpassed its expected useful life and is no longer supported by the manufacturer, the Sheboygan Police Dept. began to explore replacement options including several presentations and vendor demonstrations held locally.

Some of the criteria used included durability, ease of use, the ability to integrate the system with the current interview room systems and overall price.

The Dept. chose the solution offered by Coban Technologies of Houston TX as its overall favorite.

In researching this vendor, it was determined that a national contract for the purchase of this equipment is in place under the HGAC buying consortium. Because this is a National contract, the City of Sheboygan is eligible to take advantage of the program and related discounts without the need to competitively bid the project.

The total, discounted cost of all related hardware, software, freight, installation and training under the contract is $107,854.00 or $6,344.30 per vehicle when spread over the 17 squad cars included.

PAS
Ac + file

Respectfully,

Bernard R. Rammer

II

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

Submitting, as a matter of record, a copy of a communication from the DOT System Development to the Sheboygan County Highway Commissioner stating that the DOT has reviewed the resolution from the Sheboygan County Board of Supervisors requesting changes to the County Trunk Highway System in Sheboygan is approved and effective on April 10, 2014.

Susan Richards

City Clerk

Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54324

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet web site: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640
E-mail: greenbay.dtd@dot.state.wi.us

March 31, 2014

APR 9'14 PM12:20

Greg Schnell
Sheboygan County Highway Commissioner
1211 N. 23rd Street
Sheboygan, WI 53081

RE: County Trunk Highway System Change
NE-14-01
CTH "LS"
Sheboygan County

Dear Mr. Schnell:

This is to inform you that the Wisconsin Department of Transportation has reviewed the attached resolution from the Sheboygan County Board of Supervisors requesting the following change to the County Trunk Highway System in Sheboygan County:

- The removal of CTH LS (Lakeshore Dr & N. 15th St) from the County Highway System from the southern intersection with Mayflower Ave to the North Manitowoc/Sheboygan County Line and transfer jurisdiction to the City of Sheboygan, Town of Sheboygan and the Town of Mosel (approx. 8.59 miles). The County will then assume jurisdiction of Dairyland Drive & N. 40th Street (approx. 7.01 miles). This will result in a reduction of approximately 1.58 miles in the County Highway System. The functional classifications of the roadways will not change as a result of this transfer. The name of old Dairyland Drive/N. 40th Street will become CTH DL and old CTH LS will become Lakeshore Road in the Towns of Sheboygan and Mosel and N. 15th St in the City of Sheboygan.

This change in the Sheboygan County Highway System is approved and effective on April 10, 2014. This change was made and approved under the statutory authority of Section 83.025 (1) of the Wisconsin Statutes.

The functional classifications of the roadways above are continuously under review by the Sheboygan Metropolitan Planning Organization (MPO) and WisDOT due to changes in land use, traffic volume and other roadway changes and are subject to change when conditions bring about. The roadway mileages listed above will be checked and verified with annual local road

certification this fall. Documentation indicating acceptance of the jurisdictional changes by the City of Sheboygan, Town of Sheboygan, Town of Mosel and Sheboygan County are attached in the form of resolutions.

It is also the responsibility of Sheboygan County, City of Sheboygan and Town of Sheboygan to notify the NE Region office of completion of the project identified in Item 5, section D of the signed "Intergovernmental Cooperative Agreement". This pertains to the section of old CTH LS between Mayflower Ave and Eisner Ave and the subsequent project to reconstruct or replace the pavement currently anticipated in Summer of 2016.

Please revise your records and notify all interested parties.

Matthew Halada
Transportation Planner

Attachments: LS-Transferdocs.pdf
Map

cc:
Michael Vandersteen, Mayor – City of Sheboygan
Daniel Hein, Chairman – Town of Sheboygan
Jeffery Agee-Aguayo, Bay-Lake RPC
Kelly Schieldt, WisDOT Data Management
Susan Richards, City of Sheboygan, Clerk
Dirk Zylman, Chairman – Town of Mosel
John Nordbo, WisDOT B. of Planning, Rm. 901
Kim Heise & Linda Skaleski, WisDOT NE Region

SHEBOYGAN COUNTY

Greg Schnell, Transportation Director
Sheboygan County Transportation Department – Highway Division

March 20, 2014 MAR 21 AM 11 02

Matt Halada
944 Vanderperren Way
Green Bay WI 54304

Dear Matt:

Enclosed please find signed documents from the Town of Sheboygan, Town of Mosel, and City of Sheboygan transferring Dairyland Drive to Sheboygan County and the documents transferring CTH "LS" from Sheboygan County to the Town of Sheboygan and Town of Mosel.

Sheboygan County will transfer CTH "LS" from Eisner Avenue to Playbird Road to the Town of Sheboygan, estimated mileage 1.4miles. Sheboygan County will transfer CTH "LS" to the Town of Mosel from Playbird Road to the Manitowoc/Sheboygan County line, estimated mileage 5.8 miles.

The Town of Sheboygan will transfer North 40th Street from STH 42 to Playbird Road to Sheboygan County, estimated mileage .82 of a mile. The Town of Mosel will transfer Dairyland Drive from Playbird Road to the Manitowoc/Sheboygan County line to Sheboygan County, estimated mileage 6.00 miles. CTH "LS" from Mayflower Avenue to Eisner Avenue will transfer from the County of Sheboygan to the City of Sheboygan after construction in 2016, estimated mileage .21 of a mile.

Sheboygan County has selected CTH "DL" as the new tag for Dairyland Drive and North 40th Street. CTH "LS" will be named Lakeshore Road. The effective date will be March 18, 2014 or once approved by the Wisconsin Department of Transportation.

The conditions are CTH "LS" will be pulverized, repaved and relocated in the area where the bluff is failing. Dairyland Drive will be rubblized, graveled, and repaved from STH 42 to the Manitowoc/Sheboygan County line.

If you have any further questions, please contact me.

Sincerely,

Greg Schnell
Transportation Director

GS/ag

Telephone (920) 459-3822
Facsimile (920) 459-3831

Sheboygan County Transportation Department
Highway Division
1211 North 23rd Street
Sheboygan, WI 53081

Greg.Schnell@SheboyganCounty.com
www.SheboyganCounty.com

COUNTY ROAD "LS" RELOCATION
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
(City of Sheboygan - Town of Sheboygan - County of Sheboygan)

1. **PARTIES.** The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; the **TOWN OF SHEBOYGAN** (Town), a municipal corporation with offices at 1512 North 40th Street, Sheboygan, Wisconsin 53081; and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** It is necessary for safety reasons to relocate the path of County Road "LS." This will require removals from and additions to the county highway systems by Sheboygan County and Manitowoc County and removals from and additions to the street and road systems of the City of Sheboygan, the Towns of Sheboygan, Mosel and Centerville, and the Village of Cleveland, all as required under Wis. Stat. § 83.025. All of these transactions will require the coordination and the cooperation of the impacted communities and the adoption of jurisdictional transfer resolutions by their governing bodies. This Agreement is intended to memorialize the terms and conditions under which City, Town, Village, and County will be adopting their respective resolutions under Wis. Stat. § 83.025 to accomplish the relocations.

3. **EFFECTIVE DATE.** This Agreement shall become effective on the last date that the governing body of the last impacted community listed in Paragraph 2 adopts its resolution under Wis. Stat. § 83.025 and the provisions of all the jurisdictional transfer resolutions are approved by the Wisconsin Department of Transportation.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation.

5. **RESPONSIBILITIES OF COUNTY.**

A. In the spring of 2014, County shall pulverize and pave County Road "LS" from Eisner Avenue to Playbird Road and improve the surface of the bridge over the Pigeon River at County's cost in a manner satisfactory to City and Town

for the respective portions of current County Road "LS" within their boundaries.

B. County shall adopt a Resolution in a form similar to Exhibit A removing County Road "LS" from Mayflower Avenue to Playbird Road from the county highway system.

C. Thereafter, County shall relinquish to City and Town, respectively, that portion of transportation aids that it may subsequently receive from County Road "LS" from Mayflower Avenue to Playbird Road lying within the City's and Town's respective boundaries.

D. By December 31, 2015, City will choose to either require County to pulverize and pave County Road "LS" from Mayflower Avenue to Eisner Avenue at County's cost in a manner satisfactory to City and Town for their respective portions, or City will choose to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Eisner Avenue to a 36 foot wide concrete paved City-standard roadway with curb and gutter with County contributing to the reconstruction project. The County's contribution will be to the concrete paving (including curb and gutter) portion of the project. County may fulfill its contribution by providing the labor and materials for that portion of the project, to City's satisfaction, regardless of the ultimate expense to County. Alternatively, County may make a cash contribution of $600,000 to City for that portion of the project, regardless of the ultimate expense to City for that portion.

The phrase "the concrete paving portion of the project" as used in this Paragraph 5.D. shall include all of the following: removal of existing asphalt/concrete pavement; removal of the existing subgrade to proposed finished subgrade elevation as specified in the construction plans; placement of aggregate base course on finished subgrade to proposed grade as specified in the construction plans; placement of concrete pavement and curb and gutter on the finished aggregate base course as specified in the construction plans; removal and replacement of all abutting side street removal limits so these entities match the elevation of the new concrete; removal and replacement of all abutting driveway aprons/parking lot removal limits so these entities match the elevation of the new concrete pavement as specified in the construction plans; and backfilling behind the new curb elevation with 4" of

topsoil, seed and mulch, and grading of the topsoil to match existing elevations.

Work shall be completed within 12 months of City's choice, or later if unexpected delays are incurred. Upon the completion of the chosen roadwork, the jurisdictional transfers from County Road "LS" from Mayflower Avenue to Eisner Avenue from County to City and Town respectively, as contemplated in Paragraphs 5.B., 6.A. and 7.A. of this Agreement shall take effect and the relinquishment of transportation aids from County Road "LS" from Mayflower Avenue to Eisner Avenue from County to City and Town respectively, as contemplated in Paragraphs 5.C., 6.B. and 7.B. shall take effect.

E. County shall adopt a Resolution in a form similar to Exhibit A to add the current Dairyland Drive from Highway 42 to Playbird Road as part of the county highway system.

F. County shall receive any transportation aids which may be available for the current Dairyland Drive from State Highway 42 to Playbird Road.

G. County shall maintain and plow the current Dairyland Drive from State Highway 42 to Playbird Road.

H. County shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required as a result of adding the current Dairyland Drive from State Highway 42 to Playbird Road to the county highway system.

I. County shall deed by Quit Claim Deed to Town the wayside area depicted on the map attached hereto as Exhibit D.

J. County shall pave, at County's costs in a manner satisfactory to Town, the current gravel turnaround on the wayside area depicted on the map attached hereto as Exhibit D.

6. RESPONSIBILITIES OF CITY.

A. City shall adopt a Resolution in a form similar to Exhibit B to add those City portions of current County

Road "LS" from Mayflower Avenue to Playbird Road to the city street system.

B. City shall receive any transportation aids which may be available for those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the city street system.

C. Thereafter, City shall maintain and plow those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the city street system.

D. City shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required as to those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the city street system. The current County Road "LS" from Eisner Avenue to Playbird Road shall be known as "Lakeshore Road". The current County Road "LS" from Mayflower Avenue to Eisner Avenue shall be known as "North 15th Street".

E. In the event the City decides to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Eisner Avenue as set forth in Sec. 5.D. above, City shall not seek financial participation by the Town for said reconstruction, provided the Town grants to the City all approvals, permits, etc. at no cost to the City, as are necessary to engage in the reconstruction within the Town's boundaries. Any additional or alternate construction or utility work requested by the Town would be at Town's expense.

7. RESPONSIBILITIES OF TOWN.

A. Town shall adopt a Resolution in a form similar to Exhibit C to add those Town portions of current County Road "LS" from Mayflower Avenue to Playbird Road to the town road system.

B. Town shall receive any transportation aids which may be available to those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the town road system.

C. Thereafter, Town shall maintain and plow those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the town road system.

D. Town shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required as to those portions of current County Road "LS" from Mayflower Avenue to Playbird Road as are part of the town road system. The current County Road "LS" from Eisner Avenue to Playbird Road shall be known as "Lakeshore Road". The current County Road "LS" from Mayflower Avenue to Eisner Avenue shall be known as "North 15th Street".

E. Town shall adopt a Resolution in a form similar to Exhibit C removing Dairyland Drive from State Highway 42 to Playbird Road from the town road system.

F. In the spring of 2014, County, at Town's cost, shall be responsible to rubbelize, gravel and pave Dairyland Drive from State Highway 42 to Playbird Road in compliance with applicable Wisconsin Department of Transportation grant conditions.

G. Town shall relinquish to County all transportation aids that it may hereafter receive for Dairyland Drive from State Highway 42 to Playbird Road.

H. Town shall cooperate with County in implementing any street name changes, street sign changes, or address changes that may be required.

I. In the event the City decides to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Eisner Avenue as set forth in Sec. 5.D. above, the Town agrees to grant to the City all approvals, permits, etc., at no cost to the City, as are necessary to engage in the reconstruction within the Town's boundaries, provided the City seeks no financial participation from the Town for said reconstruction. Any additional or alternate construction or utility work requested by the Town would be at Town's expense.

8. CITY/TOWN COOPERATION. In the event City or Town decide to engage in a complete reconstruction of current County Road "LS" from Mayflower Avenue to Jay Road, or any portion thereof, that party agrees that it will endeavor to communicate

its intentions to the other party within 18 months prior to the reconstruction and the other party may communicate back its desire to meet and discuss possible cooperation on that project or modifications to the project that may be in both parties' interests.

9. 2013 WISCONSIN ACT 49. This Agreement is intended to be part of the process for implementation of 2013 Wisconsin Act 49 and it is to be interpreted consistent with the goals and objectives of 2013 Wisconsin Act 49. Any funds required to be transferred hereunder shall be transferred as soon as practical based on when work was performed and when funds were received. Any State funds to be expended hereunder are to be expended in the manner required by 2013 Wisconsin Act 49.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. City, Town, and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

12. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with

the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. All parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

13. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: _____ 3-4-2014
Authorized Representative — Date Signed

By: _____ 3-4-14
Authorized Representative — Date Signed

TOWN OF SHEBOYGAN

By: _____ 3-18-14
Authorized Representative — Date Signed

By: Cathy Conrad 3-18-14
Authorized Representative — Date Signed

SHEBOYGAN COUNTY

By: Roger M Stuebe — 3-19-14
County Board Chairperson — Date Signed

By: — 3/19/14
County Clerk — Date Signed

Agmts/LS Relocation-2-28-14

SHEBOYGAN COUNTY RESOLUTION NO. 32 (2013/14)

Re: **Changing County Road "LS" Within County Highway System**

WHEREAS, Wis. Stat. § 83.025(1)(a) authorizes county boards to make deletions and additions in the County highway system when they deem that the public good is best served, and

WHEREAS, deletions and additions must be approved by the Wisconsin Department of Transportation and by the applicable city, village, or town in which the deletions or addition is proposed, and

WHEREAS, The City of Sheboygan, the Town of Sheboygan, and the Town of Mosel have exercised their statutory right to assume or relinquish (as applicable) jurisdiction of the foregoing portion of roadway;

NOW, THEREFORE, BE IT RESOLVED that by the adoption of this Resolution the following changes to the County highway system are made:

1. The removal of a portion of County Road "LS" commencing at Mayflower Avenue to Eisner Avenue;

2. The removal of a portion of County Road "LS" commencing at Eisner Avenue to Jay Road;

3. The removal of a portion of County Road "LS" commencing at Jay Road to Playbird Road;

4. The removal of a portion of County Road "LS" commencing at Playbird Road to the Sheboygan County/Manitowoc County line;

5. Vacating a portion of County Road "LS" between Playbird Road and to the Sheboygan County/Manitowoc County line as depicted on **Exhibit A** attached hereto, a copy of which is on file with the County Clerk;

6. The addition of a portion of Dairyland Drive from the Town of Sheboygan from State Highway 42 to Playbird Road as part of the County highway system; and

7. The addition of a portion of Dairyland Drive from the Town of Mosel from Playbird Road to the Sheboygan County/Manitowoc County line as a part of the County highway system.

BE IT FURTHER RESOLVED, that these highway changes shall be undertaken as part of the County Road "LS" Relocation Intergovernmental Cooperative Agreements, copies of which are on file in the office of the County Clerk, and which the County Board Chairperson and County Clerk are authorized to sign.

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) I, Jon Dolson do hereby certify that the above is a true and correct copy of the original on file in the office of the County Clerk and that it was adopted by the County Board of Supervisors on this date.

Date: 3-18-2014
(Seal)

County Clerk

BE IT FURTHER RESOLVED that these highway changes take effect upon enactment and after approval by the Wisconsin Department of Transportation, and the adoption of the corresponding jurisdictional transfer resolutions from all impacted communities who have signed a County Road "LS" Relocation Intergovernmental Cooperative Agreement.

Respectfully submitted this 18th day of February, 2014.

TRANSPORTATION COMMITTEE

Richard C. Bemis, Chairperson

Mark S. Winkel, Vice-Chairperson

Charles W. Conrardy, Secretary

James P. Glavan

Jacob Van Dixhorn

Opposed to Introduction:

RESOLUTION NO. 2014-_____ 2013/2014

A RESOLUTION CONSENTING TO THE DELETION OF COUNTY ROAD "LS" FROM, AND THE ADDITION OF DAIRYLAND DRIVE TO, THE COUNTY TRUNK HIGHWAY SYSTEM OF SHEBOYGAN COUNTY

WHEREAS, Wis. Stat. § 83.025(1)(a) authorizes county boards to make deletions from and additions to the county highway system when they deem that the public good is best served; and

WHEREAS, such deletions and additions must be approved by the town in which the deletions or additions are proposed, pursuant to § 82.03(10); and

WHEREAS, Sheboygan County seeks to relinquish jurisdiction over and delete from its county trunk highway system portions of County Road "LS"; and

WHEREAS, Sheboygan County seeks to assume jurisdiction over and add to its county trunk highway system portions of the town road known as Dairyland Drive;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Town of Sheboygan that the following highway changes are approved:

1. The deletion from the county trunk highway system of Sheboygan County of that portion of County Road "LS" located within the municipal jurisdiction of the Town of Sheboygan from Mayflower Avenue to Playbird Road, which shall hereafter be a town road; and

2. The addition to the county trunk highway system of Sheboygan County of that portion of Dairyland Drive from State Highway 42 to Playbird Road, which shall hereafter cease to be a town road.

BE IT FURTHER RESOLVED, that these highway changes shall be undertaken as part of a County Road "LS" Relocation Intergovernmental Cooperative Agreement, by and between Sheboygan County, the City of Sheboygan and the Town of Sheboygan, a copy of which is on file in the office of the Town Clerk, and which the Town Chairperson and Town Clerk are authorized to sign.

BE IT FURTHER RESOLVED that these highway changes take effect upon enactment and after approval by the Wisconsin Department of Transportation, and the adoption of the corresponding jurisdictional transfer resolutions from all impacted communities who have signed a County Road "LS" Relocation Intergovernmental Cooperative Agreement.

Adopted on: **March 18, 2014.**

TOWN OF SHEBOYGAN

By: _____
DANIEL W. HEIN, Chairperson

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Resolution was duly adopted by the Board of Supervisors of the Town of Sheboygan on the date indicated above.

Dated: 3-18, 2014

Cathy Conrad
CATHY CONRAD, Town Clerk

~~Published~~/Posted on 3-19, 2014.

R:\CLIENT\08272\00001\00073198.DOCX

III

5.3

Res. No. 144 - 13 - 14. By Alderperson Heidemann. March 3, 2014.

A RESOLUTION authorizing the proper City officials to accept the jurisdictional transfer of County Road LS within the County Highway System, to become a local City street.

WHEREAS, Wis. Stat. 83.025(1)(a) authorizes county boards to make deletions and additions in the County highway system when they deem that the public good is best served, and

WHEREAS, deletions and additions must be approved by the Wisconsin Department of Transportation and by the applicable City, Village, or Town in which the deletions or addition is proposed, and

WHEREAS, The City of Sheboygan, the Town of Sheboygan, and the Town of Mosel have exercised their statutory right to assume or relinquish (as applicable) jurisdiction of the foregoing portion of roadway;

RESOLVED: That by the adoption of this Resolution the following changes to the County highway system are made:

1. The removal of a portion of County Road "LS" commencing at Mayflower Avenue to Eisner Avenue effective upon completion of reconstruction in 2016, or later if unexpected delays are incurred;
2. The removal of a portion of County Road "LS" commencing at Eisner Avenue to Jay Road;
3. The removal of a portion of County Road "LS" commencing at Jay Road to Playbird Road;
4. The removal of a portion of County Road "LS" commencing at Playbird Road to the Sheboygan County/Manitowoc County line;
5. Vacating a portion of County Road "LS" between Playbird Road and to the Sheboygan County/Manitowoc County line as depicted on Exhibit A attached hereto, a copy of which is on file with the County Clerk;
6. The addition of a portion of Dairyland Drive from the Town of Sheboygan from State Highway 42 to Playbird Road as part of the County highway system, and
7. The addition of a portion of Dairyland Drive from the Town of Mosel from Playbird Road to the Sheboygan County/Manitowoc County line as part of the County highway system.

Heidemann/Hammond
Suspend
Heidemann/Hammond
Res Pass
Ayes: 12 Nays: None

EXHIBIT
B

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

Res. No. 144 - 13 - 14. By Alderperson Heidemann. March 3, 2014.

A RESOLUTION authorizing the proper City officials to accept the jurisdictional transfer of County Road LS within the County Highway System, to become a local City street.

WHEREAS, Wis. Stat. 83.025(1)(a) authorizes county boards to make deletions and additions in the County highway system when they deem that the public good is best served, and

WHEREAS, deletions and additions must be approved by the Wisconsin Department of Transportation and by the applicable City, Village, or Town in which the deletions or addition is proposed, and

WHEREAS, The City of Sheboygan, the Town of Sheboygan, and the Town of Mosel have exercised their statutory right to assume or relinquish (as applicable) jurisdiction of the foregoing portion of roadway;

RESOLVED: That by the adoption of this Resolution the following changes to the County highway system are made:

1. The removal of a portion of County Road "LS" commencing at Mayflower Avenue to Eisner Avenue effective upon completion of reconstruction in 2016, or later if unexpected delays are incurred;
2. The removal of a portion of County Road "LS" commencing at Eisner Avenue to Jay Road;
3. The removal of a portion of County Road "LS" commencing at Jay Road to Playbird Road;
4. The removal of a portion of County Road "LS" commencing at Playbird Road to the Sheboygan County/Manitowoc County line;
5. Vacating a portion of County Road "LS" between Playbird Road and to the Sheboygan County/Manitowoc County line as depicted on Exhibit A attached hereto, a copy of which is on file with the County Clerk;
6. The addition of a portion of Dairyland Drive from the Town of Sheboygan from State Highway 42 to Playbird Road as part of the County highway system, and
7. The addition of a portion of Dairyland Drive from the Town of Mosel from Playbird Road to the Sheboygan County/Manitowoc County line as part of the County highway system.

BE IT FURTHER RESOLVED: That these highway changes shall be undertaken as part of the County Road "LS" Relocation intergovernmental Cooperative Agreements, copies of which are on file in the office of the City Clerk, and which the Mayor and City Clerk are authorized to sign.

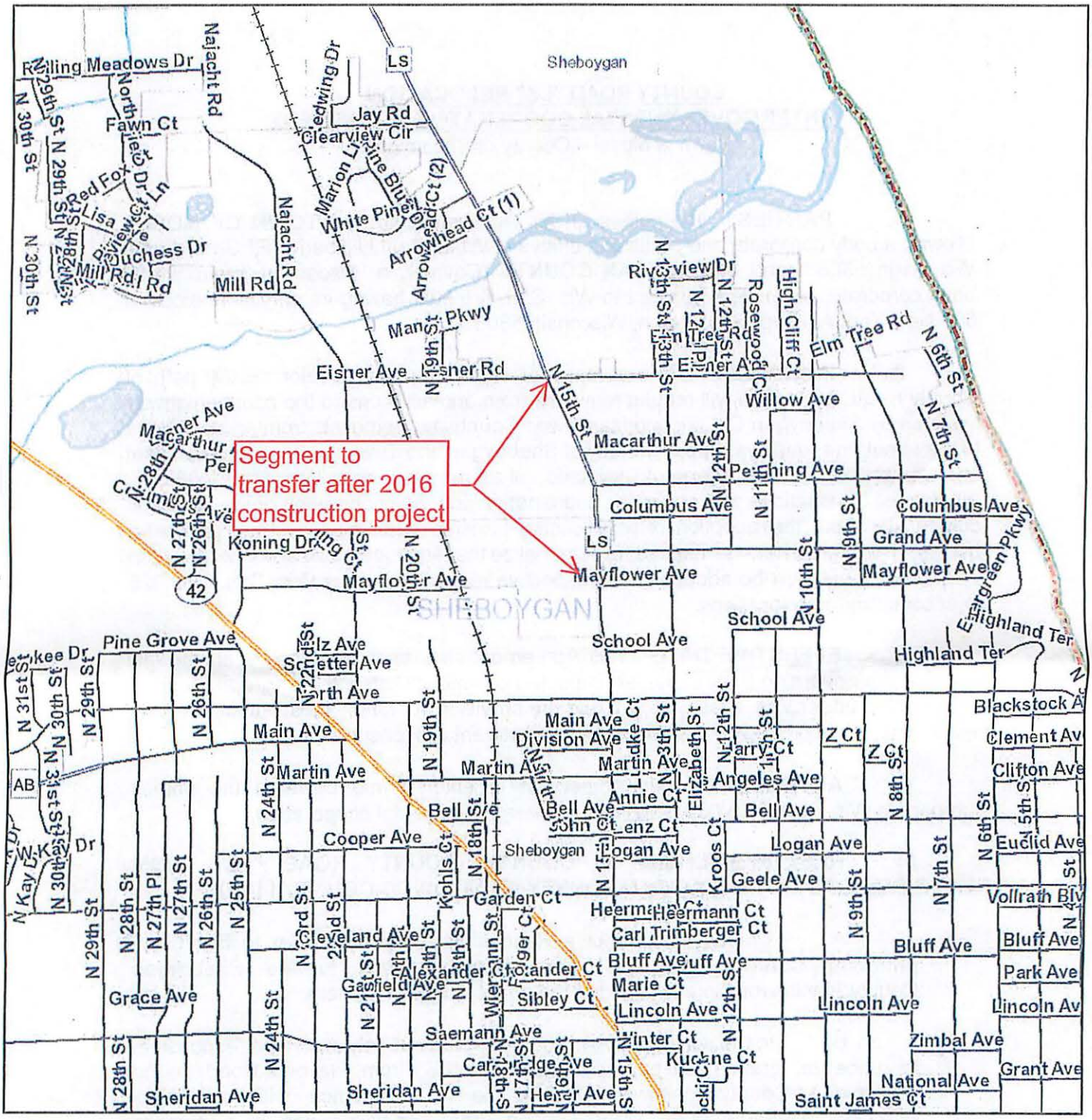
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 3rd **day of** March, **20**14.

Dated March 5, 20 14. Susan Rickards, City Clerk

Approved March 5, 20 14. Michael Vandehey, Mayor

Proceedings Published March 9, 2014.
Resolutions Published March 9, 2014.
Certified March 7, 2014 to Atty.; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Eng.; DPW; County Clerk; Town of Sheboygan Clerk; Town of Mosel Clerk

CTH LS Eisner - Mayflower



March 26, 2014

0 0.15 0.3 0.6 mi

0 0.225 0.45 0.9 km

Railroads	Urban Streets	Village
Interstate Highways	County Trunks	Township
US Highways	Rivers/Streams	Counties
State Highways	Bodies of Water	Transportation Regions
Off-Mainline Routes	City	

exported from dotview
WisDOT

COUNTY ROAD "LS" RELOCATION
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
(Town of Mosel – County of Sheboygan)

1. **PARTIES.** The parties to this Agreement are the **TOWN OF MOSEL** (Town), a body corporate and politic with offices at W982 County Road "FF," Sheboygan, Wisconsin 53083; and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** It is necessary for safety reasons to relocate the path of County Road "LS." This will require removals from and additions to the county highway systems by Sheboygan County and Manitowoc County and removals from and additions to the street and road systems of the City of Sheboygan, the Towns of Sheboygan, Mosel and Centerville, and the Village of Cleveland, all as required under Wis. Stat. § 83.025. All of these transactions will require the coordination and the cooperation of the impacted communities and the adoption of jurisdictional transfer resolutions by their governing bodies. This Agreement is intended to memorialize the terms and conditions under which Town and County will be adopting their respective resolutions under Wis. Stat. § 83.025 to accomplish the relocations.

3. **EFFECTIVE DATE.** This Agreement shall become effective on the last date that the governing body of the last impacted community listed in Paragraph 2 adopts its resolution under Wis. Stat. § 83.025 and the provisions of all the jurisdictional transfer resolutions are approved by the Wisconsin Department of Transportation.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation.

5. **RESPONSIBILITIES OF COUNTY (COUNTY ROAD "LS" FROM PLAYBIRD ROAD TO SHEBOYGAN COUNTY/MANITOWOC COUNTY LINE).**

A. County shall adopt a Resolution in a form similar to **Exhibit A** removing County Road "LS" from Playbird Road to the Sheboygan County/Manitowoc County line from the county highway system.

B. In the spring of 2014, County shall, at County's cost, be responsible to rubbelize, gravel and pave County Road "LS" from Playbird Road to the Sheboygan County/Manitowoc County line in compliance with applicable Wisconsin Department of Transportation grant conditions and in a manner satisfactory to Town.

C. In the spring of 2014, County shall, at County's cost, cause portions of the current County Road "LS" to be obliterated in a manner satisfactory to Town consistent with the attached Plan set forth in **Exhibit B** and shall on behalf of Town acquire the land for and construct a new through road consistent with the Plan set forth in **Exhibit B** in a manner satisfactory to Town.

D. Thereafter, County shall relinquish to Town all transportation aids that it may subsequently receive from County Road "LS" from Playbird Road to the Sheboygan County/Manitowoc County line.

E. County shall vacate that portion of County Road "LS" which is to be obliterated consistent with the attached Plan set forth in **Exhibit B**.

6. RESPONSIBILITIES OF TOWN (COUNTY ROAD "LS" FROM PLAYBIRD ROAD TO SHEBOYGAN COUNTY/MANITOWOC COUNTY LINE).

A. Town shall adopt a Resolution in a form similar to **Exhibit C** consenting to the deletion from the county trunk highway system of County, and the addition to the town road system of Town, the current County Road "LS" from Playbird Road to the Sheboygan County/Manitowoc County line minus that portion that is being obliterated consistent with the attached Plan set forth in **Exhibit B** *plus the new* through road being constructed consistent with the Plan set forth in **Exhibit B**.

B. Town shall receive any transportation aids which may otherwise be available to it for the current County Road "LS" from Playbird Road to the Sheboygan County/Manitowoc County line.

C. Town shall maintain and plow the current County Road "LS" after it is rebuilt consistent with the Plan set forth in **Exhibit B** from Playbird Road to the Sheboygan County/Manitowoc County line.

D. Town shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required.

7. RESPONSIBILITIES OF TOWN (DAIRYLAND DRIVE FROM PLAYBIRD ROAD TO SHEBOYGAN COUNTY/MANITOWOC COUNTY LINE).

A. Town shall adopt a Resolution in a form similar to **Exhibit C** consenting to the addition to the county trunk highway system of County, and the deletion from the town road system of Town, that portion of Dairyland Drive from Playbird Road to the Sheboygan County/Manitowoc County line.

B. In the spring of 2014, County, at Town's cost, shall be responsible to rubblize, gravel, and pave Dairyland Drive from Playbird Road to the Sheboygan County/Manitowoc County line in compliance with applicable Wisconsin Department of Transportation grant conditions. If the Town's financial obligation would exceed $2,012,000, then the County must inform the Town, and prior additional approval is needed from the Town Board before the work may proceed.

C. Town shall relinquish to County all transportation aids that it may hereafter receive for Dairyland Drive from Playbird Road to the Sheboygan County/Manitowoc County line.

D. Town shall cooperate with County in implementing any street name changes, street sign changes, or address changes that may be required.

8. RESPONSIBILITIES OF COUNTY (DAIRYLAND DRIVE FROM PLAYBIRD ROAD TO THE SHEBOYGAN COUNTY/MANITOWOC COUNTY LINE).

A. County shall adopt a Resolution in a form similar to **Exhibit A** to add the current Dairyland Drive from Playbird Road to the Sheboygan County/Manitowoc County line as part of the county highway system.

B. County shall receive any transportation aids which may be available for the current Dairyland Drive from Playbird Road to the Sheboygan County/Manitowoc County line.

C. County shall maintain and plow the current Dairyland Drive from Playbird Road to the Sheboygan County/Manitowoc County line.

D. County shall be responsible for implementing any street name changes, street sign changes, or address changes that may be required.

9. 2013 WISCONSIN ACT 49. This Agreement is intended to be part of the process for implementation of 2013 Wisconsin Act 49 and it is to be interpreted consistent with the goals and objectives of 2013 Wisconsin Act 49. Any funds required to be transferred hereunder shall be transferred as soon as practical based on when work was performed and when funds were received. Any State funds to be expended hereunder are to be expended in the manner required by 2013 Wisconsin Act 49.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. Town and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

12. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain

all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

13. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

TOWN OF MOSEL

By: Dirk T Zylman — MARCH 12, 2014
Dirk Zylman, Town Chair — Date Signed

By: Rachel Rehbein — 3/12/14
Rachel Rehbein, Clerk/Treasurer — Date Signed

SHEBOYGAN COUNTY

By: Roger L Thate — 3-19-14
County Board Chairperson — Date Signed

By: — 3/19/14
County Clerk — Date Signed

R:\CLIENT\08299\00014\00073520.DOCX

TOWN OF MOSEL

RESOLUTION NO. 2014-1

CONSENTING TO THE DELETION OF COUNTY ROAD "LS" FROM,
AND THE ADDITION OF DAIRYLAND DRIVE TO,
THE COUNTY TRUNK HIGHWAY SYSTEM OF SHEBOYGAN COUNTY

WHEREAS, Wis. Stat. § 83.025(1)(a) authorizes county boards to make deletions from and additions to the county highway system when they deem that the public good is best served; and

WHEREAS, such deletions and additions must be approved by the town in which the deletions or additions are proposed, pursuant to § 82.03(10); and

WHEREAS, Sheboygan County seeks to relinquish jurisdiction over and delete from its county trunk highway system portions of County Road "LS"; and

WHEREAS, Sheboygan County seeks to assume jurisdiction over and add to its county trunk highway system portions of the town road known as Dairyland Drive;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Town of Mosel that the following roadway changes are approved:

1. The deletion from the county trunk highway system of Sheboygan County of that portion of County Road "LS" from Playbird Road to the Sheboygan County/Manitowoc County line, which shall hereafter be a town road (minus that portion that is being obliterated, and plus the new through road being constructed, pursuant to the County Road "LS" Relocation Intergovernmental Cooperative Agreement referenced *below); and*

2. The addition to the county trunk highway system of Sheboygan County of that portion of Dairyland Drive from Playbird Road to the Sheboygan County/Manitowoc County line, which shall hereafter cease to be a town road.

BE IT FURTHER RESOLVED, that these highway changes shall be undertaken as part of a County Road "LS" Relocation Intergovernmental Cooperative Agreement, a copy of which is on file in the office of the Town Clerk/Treasurer, and which the Town Chair and Clerk/Treasurer are authorized to sign.

BE IT FURTHER RESOLVED that these highway changes take effect upon enactment and after approval by the Wisconsin Department of Transportation, and the adoption of the corresponding jurisdictional transfer resolutions from all impacted communities who have signed a County Road "LS" Relocation Intergovernmental Cooperative Agreement.

Adopted this 11th day of March 2014, by the Town Board of Mosel Supervisors, Sheboygan County, Wisconsin.

Dirk J. Zylman

Dirk J. Zylman, Town Chair

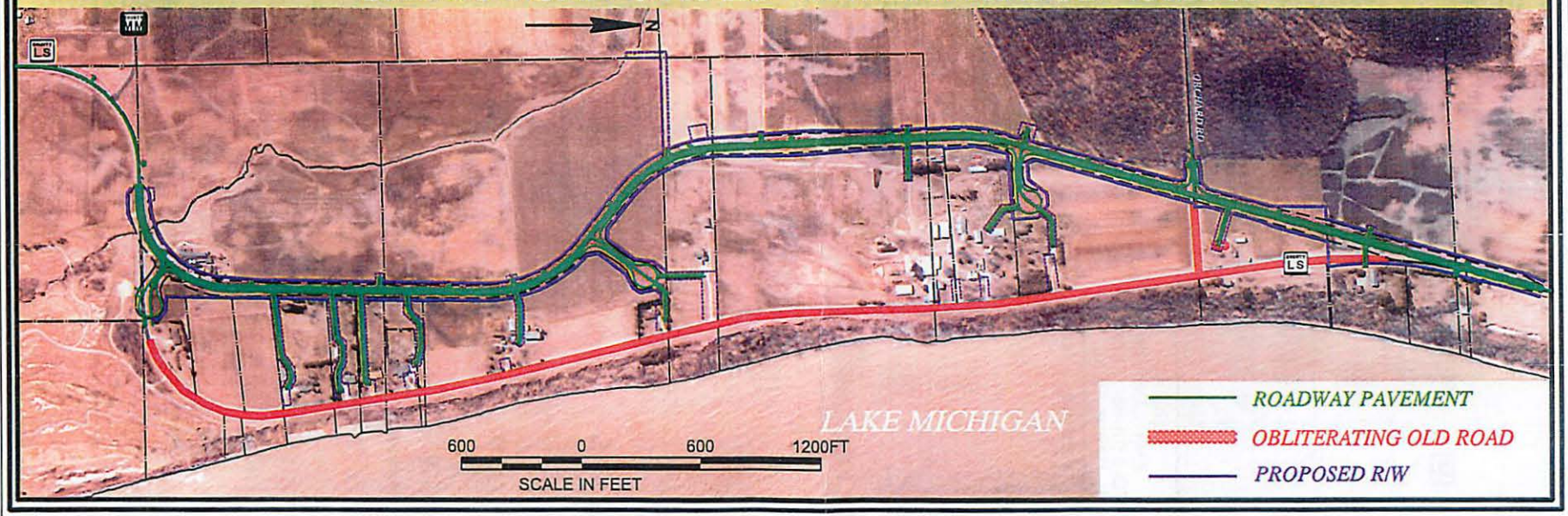
I hereby certify that the foregoing resolution was duly adopted by the Board of Supervisors of the Town of Mosel on the date indicated above.

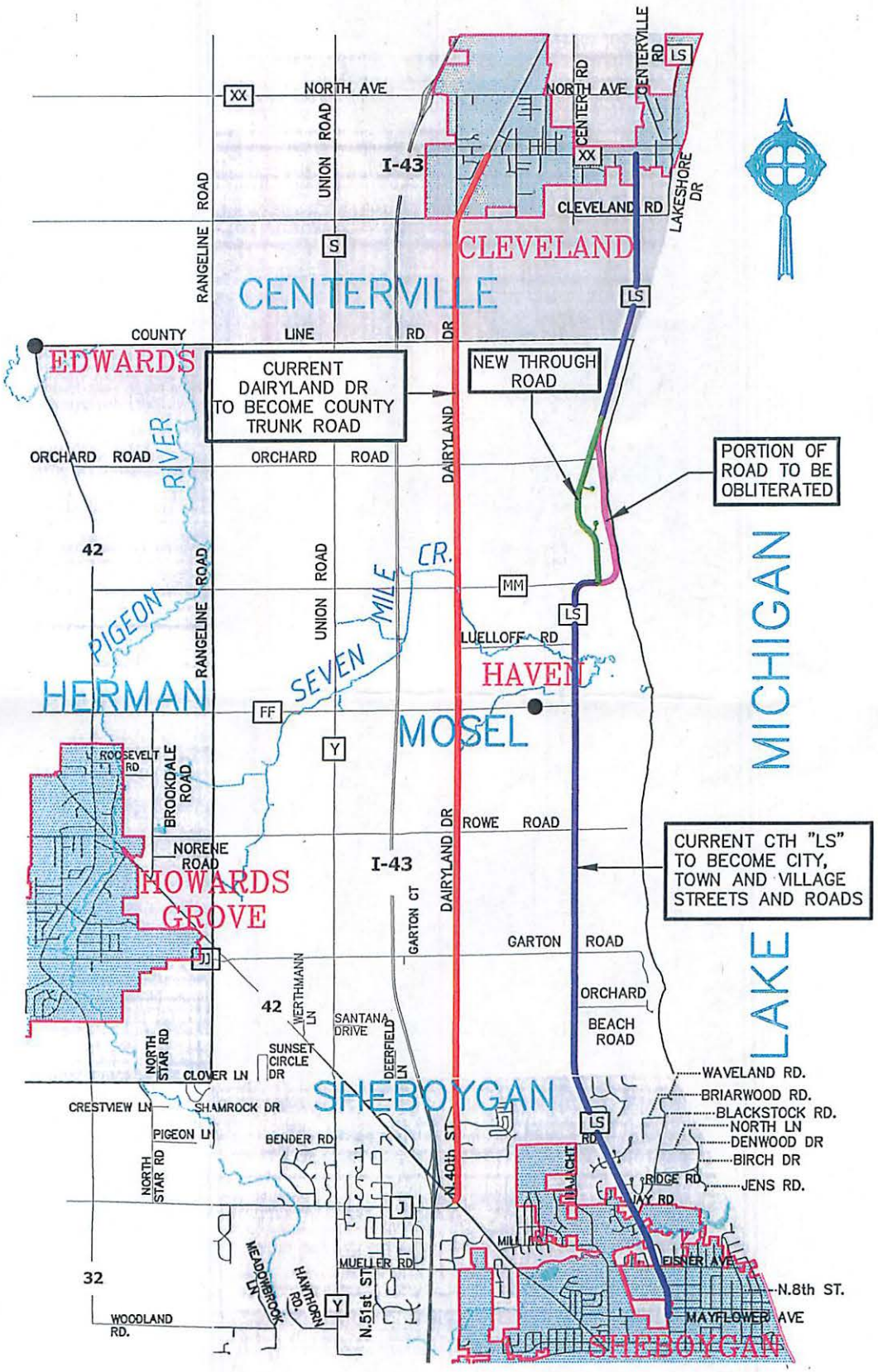
Rachel Rehbein

Rachel Rehbein, Town Clerk/Treasurer

Exhibit A

SHEBOYGAN CTH LS - ALTERNATE 3D 45MPH




NORTH AVE
XX
UNION ROAD
I-43
CENTER RD
CENTERVILLE RD
LS
LAKESHORE DR
CLEVELAND RD
CLEVELAND
RANGELINE ROAD
S
CENTERVILLE
COUNTY LINE RD
DR
EDWARDS
CURRENT DAIRYLAND DR TO BECOME COUNTY TRUNK ROAD
NEW THROUGH ROAD
DAIRYLAND
PORTION OF ROAD TO BE OBLITERATED
ORCHARD ROAD
ORCHARD ROAD
RIVER
42
PIGEON
SEVEN MILE CR.
MM
LUELLOFF RD
HAVEN
HERMAN
FF
MOSEL
Y
MICHIGAN
ROOSEVELT RD
BROOKDALE ROAD
ROWE ROAD
CURRENT CTH "LS" TO BECOME CITY, TOWN AND VILLAGE STREETS AND ROADS
NORENE ROAD
HOWARDS GROVE
I-43
DAIRYLAND DR
GARTON CT
GARTON ROAD
JJ
ORCHARD BEACH ROAD
LAKE
42
WERTHMANN LN
SANTANA DRIVE
DEERFIELD LN
NORTH STAR RD
SUNSET CIRCLE DR
CLOVER LN
WAVELAND RD.
BRIARWOOD RD.
BLACKSTOCK RD.
NORTH LN
DENWOOD DR
BIRCH DR
JENS RD.
CRESTVIEW LN
SHAMROCK DR
SHEBOYGAN
PIGEON LN
BENDER RD
N.40th ST
DAIRYLAND
RIDGE RD
J
MILL RD
MUELLER RD
EISNER AVE
N.8th ST.
32
MEADOWBROOK LN
HAWTHORN RD.
Y
N.51st ST
WOODLAND RD.
MAYFLOWER AVE
SHEBOYGAN

II

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

Submitting various license applications.

Susan Richards
City Clerk

TEMPORARY CLASS "B" BEER LICENSE

No.	Name	Address
3050	Sheboygan County Chamber	802 Blue Harbor Dr. - one-day event to be held 5/15/14 to include the 1st floor.
2808	Water Street Pub Softball	931 N. 12th St. - one-day event to be held 4/26/14 to include current premise and the parking lot south of the building.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

No.	Name	Address
2048	Brain T Kath Tree Trimming	1612 S. 8th St.
2067	Ebert & Son	N8802 Rangeline Rd., Town of Herman
2570	Lakeshore Property Services	3301 N. 33rd St.
1308	Salms Tree Service	920 Dillingham Ave.

II

R. O. No. ___ - 13 - 14. By CITY PLAN COMMISSION. April 14, 2014.

Your Commission to whom was referred Res. No. 163-13-14 by Alderperson Hammond authorizing the adoption of the Harbor Centre Master Plan including the 8th Street Design Standards; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 8, 2014, and after due consideration, recommends approval of the Resolution.

_____

Director of Planning and Development

III

4.3

Res. No. 163 - 13 - 14. By Alderperson Hammond. April 2, 2014.

A RESOLUTION adopting the Harbor Centre Master Plan including the 8th Street Design Standards.

WHEREAS, Vierbicher Associates worked with the Harbor Centre Business Improvement District and City staff to develop a master plan for the next stage of Sheboygan's ongoing commitment to revitalize the downtown and waterfront, recognizing that these assets set Sheboygan apart as a destination.

WHEREAS, the Harbor Centre Master Plan report developed three key strategies for the Harbor Centre:

- Leverage Sheboygan's Arts, Culture, and Food Heritage. This strategy capitalizes on an unparalleled strength of Harbor Centre, namely, the presence of world class art and culture offerings and a wide variety of distinctive culinary options.

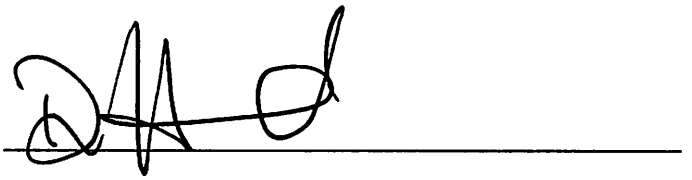
- Encourage Market supported Housing and Urban Development. Market demand projections point toward increased demand for uses that are well-suited for Harbor Centre environment, such as apartment, small-scale professional and retail spaces.

- Enhance Connections and Cross-Marketing within Harbor Centre. Harbor Centre needs to improve connections between geographic and activity centers within the district.

WHEREAS, the City of Sheboygan recognizes the need to preserve property values and improve the overall pedestrian experience on 8th Street. The standards are intended to encourage high quality design which complements the historic and pedestrian-oriented character of downtown Sheboygan.

City Plan & Architectural Review approve.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves and adopts the Harbor Centre Master Plan, as prepared by Vierbicher Associates and continues to build on the positive relationship between the City of Sheboygan and the Business Improvement District to position downtown Sheboygan to meet the goals/strategies outlined in the plan.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. ____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. April 14, 2014.

Your Committee to whom was referred R. O. No. 279-13-14 by the City Clerk submitting a communication from Alderperson Belanger on behalf of his constituent Michael Thomas regarding issues he is having with parking near his home near North High School; recommends that the City Engineer be asked to draft an ordinance to create impact parking on the west side of the street on N. 11th St. between North and School Ave.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

8.3

R. O. No. 279 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a communication from Alderperson Belanger on behalf of his constituent Michael Thomas regarding issues he is having with parking near his home near North High School.

Pub Prot & Safety

Susan Richards
City Clerk

ask the City Engineer to draft an ordinance to create impact parking on the west side of the street on N. 11th St between North & School Ave

Richards, Susan

From: Alderperson Darryl Carlson
Sent: Sunday, February 16, 2014 10:19 PM
To: Richards, Susan
Cc: Alderperson John Belanger
Subject: FW: Parking

Sue

Can we get this on the next agenda to be referred?

Thank you!

Darryl

From: Alderperson John Belanger
Sent: Thursday, February 13, 2014 10:20 AM
To: Alderperson Darryl Carlson
Subject: Parking

Darryl,

I have a constituent Michael Thomas (920) 400-0536 who lives on North 11th St near North High. He is a home owner and his driveway can only handle 1 car. He works 3rd shift and when he gets home after 8:00 am he has to park blocks away because of all of the school kids parking on 11th and 12th streets. He and his wife have one child under 2 years old that they must carry blocks to their car because of this.

In my kids 8 years at North rarely was the back parking lot full. North sells yearly parking permits to park in that lot for $35.00. Cheap people fill the surrounding blocks and shut out home owners from the ability to park in front of their homes.

I would like your committee to look into a permit situation where you can purchase a permit from the city for the right to park on the street. Home owners would be the only ones that would be able to purchase permits. Permit parking would be from 8:00am - 6:00pm Monday through Friday allowing after hours parking for North games and events. Let me know your thoughts.

Alderman John Belanger
1st District - Wards 1,2 & 3
City of Sheboygan, Wisconsin
john.belanger@ci.sheboygan.wi.us<mailto:john.belanger@ci.sheboygan.wi.us>
cell (920) 946-2738

VI

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

Your Committee to whom was referred R. O. No. 309-13-14 by the City Clerk submitting a communication from John Webster and Jeff Stroub regarding billing for real estate special assessments for tax parcel numbers 59281014431, 59281014356 and 59281014353 for the Eisner Avenue reconstruction project in light of abutting wetlands; recommends that the special assessment for Tax Parcel 59281014356 in the amount of $25,041.88 be partially deferred pursuit to Section 110-37(8) of the Sheboygan Municipal Code to reflect the wetland frontage of this property abutting Eisner Avenue as follows: that portion to be deferred - $22,213.78 (235.64 ft. of wetland frontage x $94.27/lineal foot); that portion not deferred -$2,828.10 (30 ft. nonwetland frontage x $94.27/lineal foot). Your Committee further recommends that no adjustment be made to the special assessments for Tax Parcel Numbers 59281014353 and 59281014431 as there is no frontage of these properties within a delineated wetland area.

_____ _____

_____ _____

_____ _____

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

4.9

R. O. No. 309- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a communication from John Webster and Jeff Stroub who are submitting a copy of a letter by the Wisconsin Department of Natural Resources dated November 14, 2013 indicating that a study has been performed and the properties assessment numbers 014431, 014356 and 014353 are deemed to be Wetlands by the Wisconsin Department of Natural Resources therefore payment of Special Assessment fees is not applicable.

Susan Richards
City Clerk

Finance
Acc File

Amend assessment
Parcel # 014356 from
$25,041.88 to # 2,828.10 2 parcels = # 22,213.78
to be deffered
no adjustment to Parcels #s 014353 + 014431

March 3, 2014

City Finance Department
828 Center Avenue
Sheboygan, WI. 53081

Re: Billing for Real Estate Special Assessment Charges
Assessment Numbers 014431, 014356 & 014353

Ladies / Gentlemen;

Enclosed please find a copy of a letter authored by the Wisconsin Department of Natural Resources dated November 14, 2013.

This letter indicates a study has been performed and the properties represented by the Assessment Numbers indicated above are deemed to be Wetland by the Wisconsin Department of Natural Resources.

Thus these properties no not benefit from the referenced improvements completed for the Eisner Avenue Project. Therefore payment of the Special Assessment fees is not applicable.

We trust this information may be of assistance in removal of the Assessment associated with the properties.

If we may be of further assistance, please contact us at your convenience.

Sincerely,

John Webster

Jeff Stroub

2014 Special Assessment Response.docx

March 3, 2014

City Finance Department
1515 Center Avenue
Sheboygan, WI 53081

Re: Billing for Real Estate Taxes
Assessment Numbers 0144321, 0144756 & 0144324

Ladies / Gentlemen:

Enclosed please find a copy of a letter from the Wisconsin Department of Natural Resources dated November 14, 2013.

The letter indicates a study has been performed and the property associated with the Assessment Numbers indicated above has been deemed to be Wetland by the Wisconsin Department of Natural Resources.

As a result, properties are not benefit from the increased improvements completed by the Center Avenue Project. Therefore, payment of the Special Assessments levied in the amount

We trust this information is of assistance to you. Please contact

if we may be of further assistance in the matter.

Sincerely,

John Webster

Enclosure

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Plymouth Service Center
1155 Pilgrim Road
Plymouth, WI 53073

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

11/14/2013

WIC-SE-2013-60-02487

Miller Engineers & Scientists
Whitney Ruppel
5308 S. 12th St.
Sheboygan, WI 53081

RE: Wetland Delineation Report for 1 acre located in the SW1/4 of the NE1/4 of Section 11, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County

Dear Ms. Ruppel:

We have received and reviewed the wetland delineation report prepared for the above mentioned site by Miller Engineers & Scientists. This letter will serve as confirmation that the revised wetland boundaries as shown on the October 24, 2013 wetland delineation map are acceptable. Any filling or grading within these areas will require DNR approvals. Our wetland confirmation is valid for five years unless altered site conditions warrant a new wetland delineation be conducted.

In order to comply with Chapter 23.321, State Statutes, please supply the department with an electronic file, in CAD or GIS format, of all wetland boundaries delineated within the project area. The electronic file should utilize a State Plane Projection, and be overlain onto recent aerial photography. If a different projection system is used, please indicate what system the data are projected to. Please send these data to Calvin Lawrence (608-266-0756, or calvin.lawrence@wisconsin.gov).

If you are planning development on the property, you are required to avoid take of endangered and threatened species, or obtain an incidental take authorization or permit, to comply with the state's Endangered Species Law. To insure compliance with the law, you should submit an endangered resources review form (Form 1700-047), available at http://dnr.wi.gov/topic/ERReview/Review.html. The Endangered Resources Program will provide a review response letter identifying any endangered and threatened species and any conditions that must be followed to address potential incidental take.

In addition to contacting WDNR, be sure to contact your local zoning office and U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project. If you have any questions, please contact me at (920)892-8551 or email Stacy.Hron@Wisconsin.gov.

Sincerely,

Stacy Hron
Wetland Identification Specialist

CITY FINANCE DEPARTMENT
828 CENTER AVE
SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 014431 BILLING DATE: 2/18/14

WEBSTER, JOHN R.
& CATHREEN L.
3425 N. 8TH ST.

SHEBOYGAN WI 53083

3425 N. 8TH ST.
SEC 11 T15N R23E
PRT NE 1/4 SW 1/4 LOT 1 CSM
REC IN VOL 7 P 199 AS DOC
#1121505 R.O.D.

The assessment covering the cost of PAVING on EISNER AVENUE from NORTH 21ST STREET to NORTH 8TH STREET in the amount of $8,604.02 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.

2. By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2014, without interest. If mailed, call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

   NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing APRIL 01, 2014.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 10 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 10 successive tax rolls.

   These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2015	8,604.02	860.40	198.09	1,058.49
2016	7,743.62	860.40	237.73	1,098.13
2017	6,883.22	860.40	211.31	1,071.71
2018	6,022.82	860.40	184.90	1,045.30
2019	5,162.42	860.40	158.49	1,018.89
2020	4,302.02	860.40	132.07	992.47
2021	3,441.62	860.40	105.66	966.06
2022	2,581.22	860.40	79.24	939.64
2023	1,720.82	860.40	52.83	913.23
2024	860.42	860.42	26.41	886.83
TOTALS		8,604.02	1,386.73	9,990.75

Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:
91.27 FT PAVING @ $ 94.27/FT = $8,604.02

NOTICE OF POSTPONEMENT: ASSESSMENT NO. 014431
AMOUNT $8,604.02

TO CITY CLERK'S OFFICE:

CITY FINANCE DEPARTMENT
828 CENTER AVE
SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 014356 BILLING DATE: 2/18/14

WEBSTER, JOHN & CATHREEN
& STROUB, JEFFREY B.
3425 N. 8TH ST.

SHEBOYGAN WI 53083

SEC 11 T15N R23E
PRT GOV LOT 3 NE1/4 SW1/4
LOT 2 CSM REC IN VOL 8 P 362
AS DOC #1186026 ROD

The assessment covering the cost of PAVING on EISNER AVENUE from NORTH 21ST STREET to NORTH 8TH STREET in the amount of $25,041.88 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.

2. By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2014, without interest. If mailed, call (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

   NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing APRIL 01, 2014.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 10 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 10 successive tax rolls.

   These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2015	25,041.88	2,504.18	576.63	3,080.81
2016	22,537.70	2,504.18	691.91	3,196.09
2017	20,033.52	2,504.18	615.03	3,119.21
2018	17,529.34	2,504.18	538.15	3,042.33
2019	15,025.16	2,504.18	461.27	2,965.45
2020	12,520.98	2,504.18	384.39	2,888.57
2021	10,016.80	2,504.18	307.52	2,811.70
2022	7,512.62	2,504.18	230.64	2,734.82
2023	5,008.44	2,504.18	153.76	2,657.94
2024	2,504.26	2,504.26	76.88	2,581.14
TOTALS		25,041.88	4,036.18	29,078.06

Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:
265.64 FT PAVING @ $ 94.27/FT = $25,041.88

NOTICE OF POSTPONEMENT: ASSESSMENT NO. 014356
AMOUNT $25,041.88

TO CITY CLERK'S OFFICE:

CITY FINANCE DEPARTMENT
828 CENTER AVE
SHEBOYGAN, WISCONSIN 53081

BILLING FOR REAL ESTATE SPECIAL ASSESSMENT CHARGES

ASSESSMENT NO. 014353 BILLING DATE: 2/18/14

STROUB, JEFFREY

707 EISNER AVE

SHEBOYGAN WI 53083

SEC 11 T15N R23E
THE N 10' OF LOT 2 OF CSM
REC IN VOL 8 PG 362, ALSO
PRT OF TRACT 1 & TRACT 3 OF

The assessment covering the cost of PAVING on EISNER AVENUE from NORTH 21ST STREET to NORTH 8TH STREET in the amount of $1,002.09 is payable at this office in one of the following three procedures:

1. Payable in full within thirty days, without interest, to the City Finance Department. Make checks payable to: City of Sheboygan.

(2) By filing the written notice below with the City Clerk's Office, within thirty days, that you elect to pay the assessment in full in one payment by November 1, 2014, without interest. If mailed, (call) (920) 459-3311 for confirmation of the City of Sheboygan receiving postponement notice.

NOTE: If notice is filed with the City Clerk's Office and full payment is not made by November 1, the entire amount of the assessment will then be placed on the next succeeding tax roll, with interest, at the rate of 3.07% per annum commencing APRIL 01, 2014.

3. If procedure 1 or 2 is not selected, the assessment will automatically be payable in 5 annual installments plus interest on the unpaid balance at 3.07% per annum entered annually on 5 successive tax rolls.

These are the amounts you would pay under this plan:

PAYMENT YEAR	UNPAID BALANCE	PRINCIPAL	INTEREST	TOTAL PAYMENT
2015	1,002.09	200.41	23.04	223.45
2016	801.68	200.41	24.61	225.02
2017	601.27	200.41	18.46	218.87
2018	400.86	200.41	12.31	212.72
2019	200.45	200.45	6.15	206.60
TOTALS		1,002.09	84.57	1,086.66

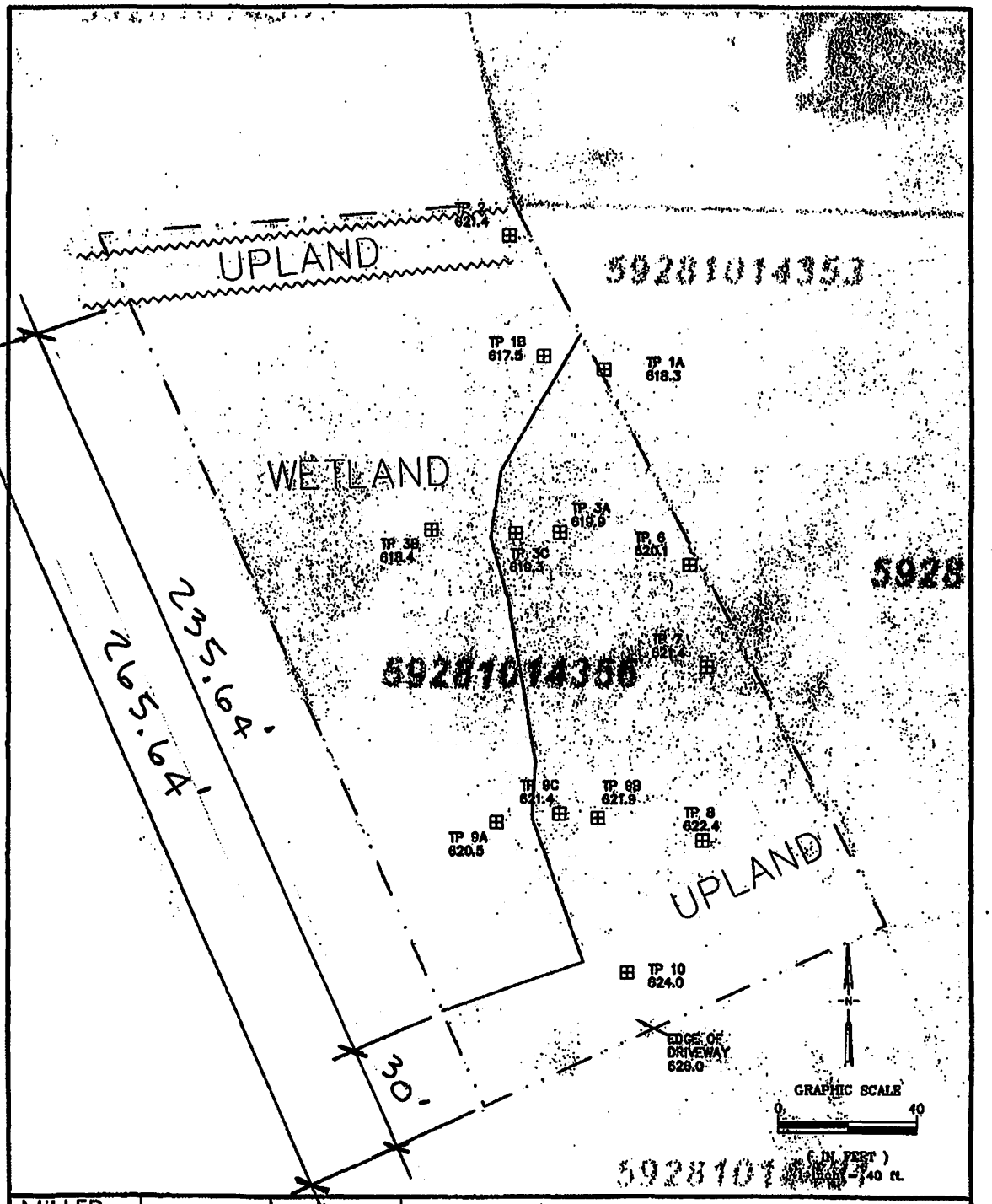
Please bring this notice with you when making payment or when filing notice.

Said Assessment was computed in the following manner:
10.63 FT PAVING @ $ 94.27/FT = $1,002.09

NOTICE OF POSTPONEMENT: ASSESSMENT NO. 014353
AMOUNT $1,002.09

TO CITY CLERK'S OFFICE:
I, the undersigned, being the present true owner of this property, do hereby agree to make payment in full for this special assessment on or before November 1st according to Section 66.54 (7)(e), Wisconsin Statutes.

Name _____ Date: _____



MILLER ENGINEERS SCIENTISTS 6308 E. 12th Street Sheboygan, WI 53081-6090 Phone 920-459-6184 Fax 920-458-0389 www.millerengineers.com	DATE 10/24/13	BY WF	STROUB / WEBSTER WETLAND DELINIATION 3425 N. 8th St. SHEBOYGAN, WISCONSIN
	JOB 13-19376-B	CK WR	

Celebrating 50 Years

WETLAND DELINIATION EXHIBIT

Res. No. 139-12-13
Date: January 29, 2014

Final Assessments
Eisner Avenue from N. 21st Street to N. 8th Street

Assess. Number	Current Owner	Address	Frontage L.F.	Corner Deduct where applicable - None	LF of Paving (Frontage minus corner deduct)	Assessed L.F. Frontage	Final Cost of Paving per LF frontage	Final Costs
14353	STROUB, JEFFREY		10.63	-	10.63	10.63	94.27	1,002.09
14356	WEBSTER, JOHN & CATHREEN		265.64	-	265.64	265.64	94.27	25,041.88
14429	ROBERTS, CURTIS A.		90.03	-	90.03	90.03	94.27	8,487.13
14431	WEBSTER, JOHN R.	3425 N. 8TH ST.	91.27	-	91.27	91.27	94.27	8,604.02
624897	KEELOR INVESTMENTS, LLC	3609 N. 21ST ST.	161.16	-	161.16	94.97	94.27	8,952.82
624901	SCHEUREN, ROGER J.	3608 N. 20TH PL.	131.87	-	131.87	131.87	94.27	12,431.38
629020	PLASTICS ENGINEERING CO	1815 EISNER AVE	1,544.00	-	1,544.00	1,544.00	94.27	145,552.88
629110	SADOFF & RUDOY IND	3313 N. 21ST ST.	318.15	-	318.15	290.30	94.27	27,366.58
655370	YANG, BLIA		63.00	-	63.00	63.00	94.27	5,939.01
655380	YANG, BLIA	1818 EISNER AVE	63.00	-	63.00	63.00	94.27	5,939.01
655420	JETZER, TODD J.	3605 HUBERT CIR	74.25	-	74.25	74.25	94.27	6,999.55
655425	HERBER, ROBERT G.	1720 EISNER AVE	75.00	-	75.00	75.00	94.27	7,070.25
655490	TURNER, SHIRLEY M.	1916 EISNER AVE	96.90	-	96.90	96.90	94.27	9,134.76
655500	ROBINSON, JASON P.	3604 N. 19TH ST.	96.90	-	96.90	96.90	94.27	9,134.76
708508	HURTIENNE, RALPH R.	3601 N. 13TH ST.	96.51	-	96.51	96.51	94.27	9,098.00
709280	LEE, XIA	3604 N. 12TH ST.	119.87	60.00	59.87	59.87	94.27	5,643.94
716480	JOHNSON, BRENTON R.	3420 N. 8TH ST.	77.07	-	77.07	77.07	94.27	7,265.39
716490	VREEKE, BRENT J	3412 N. 8TH ST.	85.05	-	85.05	85.05	94.27	8,017.66
716730	MAGS PROPERTIES LLP	1101/1105 EISNER AVE	60.01	-	60.01	60.01	94.27	5,657.14
716740	LUTHER MEMORIAL LUTHERAN	1117 EISNER AVE	314.00	-	314.00	314.00	94.27	29,600.78
716757	HOLMAN, TERRI L	3505 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716759	KAMINSKI, BEVERLY J	3507 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716761	BALNAITUS, KATHLEEN	3511 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716763	RABE, SHIRLEY A	3513 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716765	THIEME, MICHAEL J	3515 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716767	CHAMBERS, BARBARA M	3517 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716769	NJC INVESTMENTS LLC	3508 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716771	SIEVER, DIANE J	3506 WILLOW CIRCLE	16.60	-	16.60	16.60	94.27	1,564.88
716773	MULDER, DAYNA S	3520 HIGH CLIFF CIR	16.60	-	16.60	16.60	94.27	1,564.88
716775	LUEDTKE, RUTH M.	3522 HIGH CLIFF CIR	16.60	-	16.60	16.60	94.27	1,564.88
716777	ROTSCH, JEFFREY J.	3524 HIGH CLIFF CIR	16.60	-	16.60	16.60	94.27	1,564.88
716779	LEFFIN, JEFFREY A.	3526 HIGH CLIFF CIR	16.60	-	16.60	16.60	94.27	1,564.88
716783	MANNING, NANCY C.	3528 HIGH CLIFF CIR	16.60	-	16.60	16.60	94.27	1,564.88
716787	KNAUS, JOHN F.	3516 HIGH CLIFF CIR	16.60	-	16.60	16.60	94.27	1,564.88

Preliminary Assessment Hearing
Date of Hearing: _____

Review Open Date: _____
Review Closed Date: _____

III

Res. No. ___ - 13 - 14. By Alderpersons Hammond, Carlson, Lessard and Donohue. April 14, 2014.

A RESOLUTION granting a partial deferral of special assessment for Tax Parcel 59281014356 for the Eisner Avenue reconstruction project.

WHEREAS, subsequent to the levy of the special assessments for the Eisner Avenue reconstruction project the property owners of Tax Parcel 59281014356 submitted evidence that a portion of the frontage of this property had been delineated as wetland; and

WHEREAS, Sec. 110-37(8) of the Municipal Code provides in relevant part that the due date of any special assessment levied against property within a wetland area under the City's wetland ordinance abutting on the street shall be deferred while no use of the street is made in connection with the property; and

WHEREAS, the property owners of the referenced property have requested that the special assessment be deferred pursuant to the city ordinances; and

WHEREAS, the Common Council finds that 235.64 feet of the 265.64 lineal feet of frontage of the referenced property on Eisner Avenue has been delineated as wetland and is therefore eligible for a partial deferral of the special assessment under Sec. 110-37(8) of the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED: That the due date for $22,213.78 (235.64 ft. x $94.27/ft.) of the $25,041.88 special assessment levied against Tax Parcel No. 59281014356 for the Eisner Avenue reconstruction project be deferred while no use of Eisner Avenue is made in connection with the property.

BE IT FURTHER RESOLVED: That, pursuant to Sec. 110-37(8) of the Municipal Code, at such time as the property no longer qualifies for this partial deferral of special assessment, such expense may be paid in the manner and upon the terms provided in Sec. 110-37(4) of the Municipal Code.

_____

_____

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. ___ - 13 - 14. By CITY PLAN COMMISSION. April 14, 2014.

Your Commission to whom was referred Res. No. 163-13-14 by Alderperson Hammond authorizing the adoption of the Harbor Centre Master Plan including the 8th Street Design Standards; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 8, 2014, and after due consideration, recommends approval of the Resolution.

_____

Director of Planning and Development

III

4.3

Res. No. 163 - 13 - 14. By Alderperson Hammond. April 2, 2014.

A RESOLUTION adopting the Harbor Centre Master Plan including the 8th Street Design Standards.

WHEREAS, Vierbicher Associates worked with the Harbor Centre Business Improvement District and City staff to develop a master plan for the next stage of Sheboygan's ongoing commitment to revitalize the downtown and waterfront, recognizing that these assets set Sheboygan apart as a destination.

WHEREAS, the Harbor Centre Master Plan report developed three key strategies for the Harbor Centre:

- Leverage Sheboygan's Arts, Culture, and Food Heritage. This strategy capitalizes on an unparalleled strength of Harbor Centre, namely, the presence of world class art and culture offerings and a wide variety of distinctive culinary options.

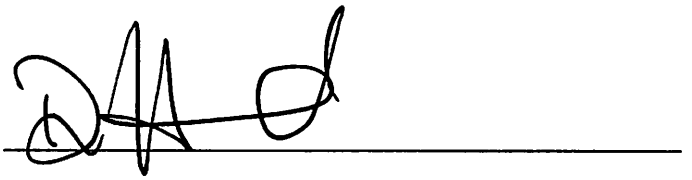
- Encourage Market supported Housing and Urban Development. Market demand projections point toward increased demand for uses that are well-suited for Harbor Centre environment, such as apartment, small-scale professional and retail spaces.

- Enhance Connections and Cross-Marketing within Harbor Centre. Harbor Centre needs to improve connections between geographic and activity centers within the district.

WHEREAS, the City of Sheboygan recognizes the need to preserve property values and improve the overall pedestrian experience on 8th Street. The standards are intended to encourage high quality design which complements the historic and pedestrian-oriented character of downtown Sheboygan.

City Plan & Architectural Review approve.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves and adopts the Harbor Centre Master Plan, as prepared by Vierbicher Associates and continues to build on the positive relationship between the City of Sheboygan and the Business Improvement District to position downtown Sheboygan to meet the goals/strategies outlined in the plan.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Harbor Centre Master Plan

CITY OF SHEBOYGAN, WISCONSIN

2014

HARBOR CENTRE
DOWNTOWN/RIVERFRONT/SOUTH PIER
SHEBOYGAN, WISCONSIN

City of Sheboygan
spirit on the lake.

PREPARED BY:

vierbicher
planners | engineers | advisors

P.U.M.A.
KEN SAIKI DESIGN INC
LANDSCAPE ARCHITECTS

Acknowledgements

Special thanks to the individuals and entities that contributed their time, knowledge and expertise to the success of this project. Many Sheboygan businesses, residents and stakeholders participated in public meetings, focus groups and surveys which influenced the vision for the Harbor Centre.

A special thanks to those who participated on the project Steering Committee, including:

Betsy Alles
Pamela Butler Channel
Ronald Erlien
Dave Gass
Dave Hoffman
Don Hammond
Rob Hurrie
Erik Jensen
Marion Kuether
Terry Martin
Chad Pelishek
David Sanderson
Larry Schaefer
Patti Sherman-Cisler
Eileen Simenz
Mayor Vandersteen
Jane Davis Wood

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1 Executive Summary

The Plan

The Harbor Centre Master Plan represents the next stage of Sheboygan's ongoing commitment to revitalize the downtown and waterfront, recognizing that these assets set Sheboygan apart as a destination. This master planning effort builds on previous initiatives and projects which have transformed portions of the lakeshore and riverfront, creating hospitality, entertainment and shopping destinations as well as quality residential neighborhoods complete with attractive public open space amenities. This plan unites and connects these diverse assets, while also providing strategies for creating additional activity centers along 8th Street and other key locations throughout Harbor Centre.

The Master Plan was created using a three phase approach:

1. Existing conditions assessment
2. Competitive Assessment and Strategic Recommendations
3. Implementation Planning

Each phase was combined with significant public outreach and engagement, including individual interviews with local stakeholders, focus groups, a public open house, and an online survey. The three phases provide a holistic approach to determining Sheboygan's competitive opportunities within the market while also assessing the role of the built environment in supporting market growth.

Land Use, Streetscape and Connections

The Harbor Centre boundary is represented by the Business Improvement District, which includes all or part of 27 blocks, as shown in Map 0.1 on page 3. Due to its large size and diverse history, the area includes multiple activity nodes and a wide variety of architectural styles. Some of these styles are the result of master planning activities which established design guidelines for the Riverfront and South Pier areas, while development along the 8th Street area represents decades of individual development efforts. Although this varied development pattern has precluded the City from establishing designated historic districts in the corridor, there are numerous examples of well-preserved historic structures and well-designed modern structures which create an appealing aesthetic.

An assessment of visitor counts, circulation patterns and parking data indicates several distinct activity centers in and adjacent to the BID. These centers, in order of magnitude by visitor traffic, include:

- Arts & Culture District Centered at North 8th Street & Niagara Avenue
- South Pier District
- Riverfront District
- Michigan Avenue Entertainment District
- Marina & Lakeshore

These districts are complemented by a number of individual destination businesses and attractions, including Fountain Park, City Hall, the Military Heritage Museum and numerous popular shops and restaurants. Most visitors travel between these areas by car, although bike lanes are present downtown.

Each of the major activity centers incorporates additional streetscape elements as part of the urban fabric. These elements include street trees and decorative light poles at regular intervals along 8th Street, Riverfront and South Pier Drive. Decorative planters are also present on 8th Street, along with decorative pavers along the sidewalk and curb bump outs along 8th Street. Additional streetscape enhancements are provided along the riverwalk and lakeshore paths, and the John Michael Kohler Art Center has installed a number of murals and pole mounted banners surrounding its block.

The topography, street grid and presence of the Sheboygan River create connectivity challenges for visitors to the district. These challenges include both real and perceived issues, including limited connections across the River, minimal wayfinding signage, limited bicycle facilities and the presence of vacant or under-utilized blocks along key pedestrian connections in addition to the length of the district, which spans more than one mile along 8th Street.

Market Analysis

Although no longer the primary commercial and retail center of Sheboygan, Harbor Centre still plays a significant role in the City's economy. The dominant industry cluster is tourism and hospitality, with Harbor Centre hotels accounting for 63 percent of Sheboygan's hotel rooms. On an average weekend in the summer, the number of hotel guests in downtown increases the downtown population by half. Based on information from leading retail and demographic provider ESRI, one-half of all outside retail spending in the City of Sheboygan occurs within the Harbor Centre area.

Harbor Centre also represents a year-round destination for the companies, workers and residents who call downtown home. There are nearly 5,000 individuals who travel downtown to work each day, and 2,700 residents which generate evening and weekend activity. Workers include a diverse array of retail, service, professional and technical employment in both the public and private sectors. Harbor Centre provides professional and retail space opportunities for many of the City's small businesses and accommodates a diverse mix of residential units.

Looking to the future, there is opportunity for market growth within the BID. There are more than 20 acres of undeveloped land, including municipally owned parcels in a variety of sizes and locations. Additional under-utilized parcels represent opportunities for infill and redevelopment within the City's core. If Harbor Centre continues to attract its share of anticipated growth within the City, the next ten years could witness the addition of more than 1,300 workers and nearly 400 residential units, with increased consumer demand of more than $11.5 million. Many of the fastest growing retail, business and residential segments are associated with common downtown property types, including professional space, restaurants, service businesses, and apartments. As Harbor Centre development gains momentum, these trends could expand development potential.

Key Strategies for Harbor Centre

Three key strategies were developed for Harbor Centre based on findings from the market analysis, land use assessment, and input from key stakeholders and the public. These three strategies, outlined below, will create a unique identity and focus efforts on initiatives which will generate additional activity and investment in the district:

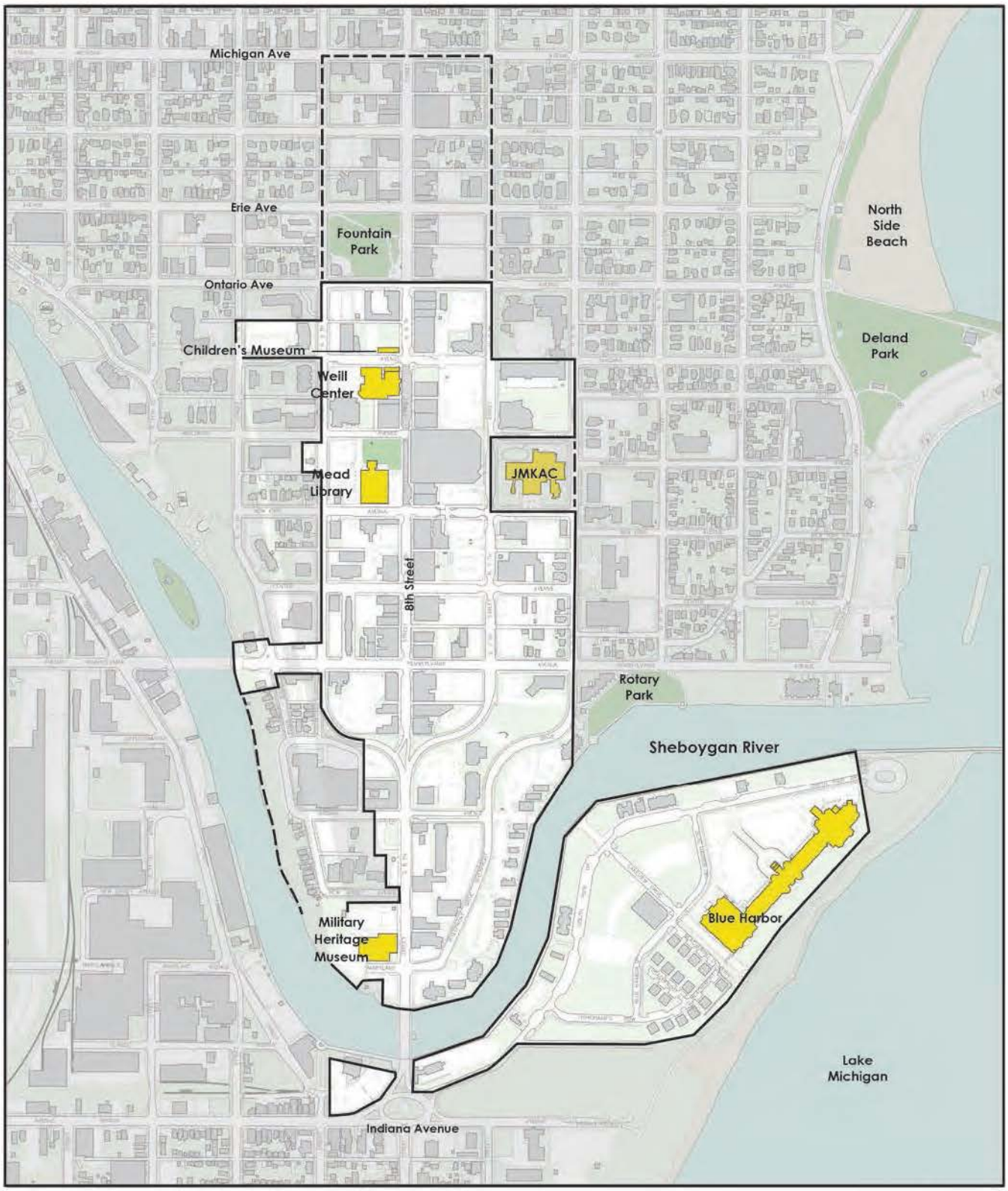
1. **Leverage Sheboygan's Arts, Culture and Food Heritage**. This strategy capitalizes on an unparalleled strength of Harbor Centre, namely, the presence of world class art and culture offerings and a wide variety of distinctive culinary options. Taken together, these elements are already generating a large percentage of individual trips to the Harbor Centre. When effectively coordinated, marketed, and supported with arts and culture programming, Harbor Centre can expand its customer base while also increasing the number and duration of visits from existing markets.

2. **Encourage Market Supported Housing and Urban Development**. In contrast to many communities, Sheboygan has a number of undeveloped parcels in and adjacent to Harbor Centre which provides cost-effective opportunities for infill development. Additionally, market projections point toward increased demand for uses that are well-suited for Harbor Centre environment, such as apartment, small-scale professional and retail spaces.

3. **Enhance Connections and Cross-Marketing within Harbor Centre**. In order maximize the Harbor Centre experience for visitors and leverage the presence of multiple complementary destinations, Harbor Centre needs to improve connections between geographic and activity centers within the district. By increasing awareness of complementary activities, and improving the ability to travel throughout the district, customers will be more inclined to spend more time (and money) in the district.

Successfully implementing these three key strategies will require the participation and cooperation of a number of public and private sector partners. By leveraging the strengths and resources of the Sheboygan community, Harbor Centre has the potential to make great strides in achieving its vision over the next five years and beyond.

Map 0.1 BID Boundary



2 Project History & Background

The Harbor Centre Business Improvement District (BID) was created in 1992. As the role of downtown Sheboygan has changed within the region, the BID has grown and evolved. At present, the BID includes 139 acres and three distinct districts: 8th Street, Riverfront and South Pier. Harbor Centre includes a number of locally cherished institutions and regional draws, including the John Michael Kohler Art Museum, Weill Center for the Performing Arts, Mead Library and Blue Harbor Resort. Newer additions to the mix include the Military Heritage Museum, SpacePort and Children's Museum. Complemented by more than 100 restaurant, retail, hospitality and service businesses, Harbor Centre is the central hub of Sheboygan entertainment and tourism activity.

The City of Sheboygan, Sheboygan Chamber of Commerce and BID have historically worked collaboratively on issues affecting Harbor Centre. The Redevelopment Authority (RDA) has also been instrumental in initiating redevelopment and renovation efforts in Harbor Centre. Most recently, the South Pier project restored a 42-acre former Brownfield site to productive use through a monumental $75 million, 10-year (and counting) effort that has included $24 million in public funding from the EPA, DNR and City. The Water Street residential area on the riverfront west of downtown is also the result of coordinated efforts that combined $6 million in City Tax Increment Financing (TIF), $2 million in HUD Section 8 and Section 42 funds, $1 million in CDBG funds, and $15 million in private sector dollars to create 225 residential units in a formerly industrial area.

Past planning efforts, including the first two Harbor Centre plans, South Pier development plan and Riverfront development plan, have focused on specific geographic areas, specific projects or specific market elements, but a comprehensive effort has never been developed to link existing plans, coordinate efforts and incorporate organizational and operational recommendations with design and land use planning considerations.

Following a change in leadership and a failed attempt to disband the organization, the BID board held a retreat in early 2013 to begin planning for the future. One of the key recommendations at this retreat was to develop a strategic plan for the BID. This document reflects that objective, providing an overall vision and series of recommendations for the Harbor Centre area while also establishing organizational structure and operational tools for BID coordination with strategic partners.

South Pier represents the culmination of the efforts of many groups, including the RDA, BID, Sheboygan Development Corporation, Friends of Sheboygan, City and Chamber of Commerce, to redevelop a former brownfield site as a destination resort, condominium homes, shops, restaurants, a mini golf course and lakeside recreational trail. Image credit: blueharborresort.com

Overview of Process and Stakeholder Input
This Plan was created through a four-month process which took place in the fall of 2013. The planning process included a variety of opportunities for public input during each of four major phases, as illustrated in the graphic below. The process was designed to provide a holistic look at Harbor Centre by incorporating analytical and anecdotal information to fully assess the district's performance in the market. Analytical information included a market analysis, competitive position assessment and physical streetscape and infrastructure assessment using primary and secondary data from a variety of sources. Similarly, input from residents, businesses, property owners and economic development and real estate professionals was used to evaluate and test findings and identify perceptions which have influenced business and market activities. Combined, these inputs were used to develop a set of recommended strategies and action items which will positively influence the future economic vitality of Harbor Centre. Below is an overview of the primary outreach activities which were conducted as part of the Master Planning process:

Master Planning Steering Committee: A 15-member steering committee comprised of BID board members, representative businesses from each area of Harbor Centre and City staff was responsible for overseeing the process. These individuals met monthly during the Planning process, and provided feedback on each of the steps in the process. The group also marketed the plan, engaging various stakeholder groups and soliciting feedback from individuals and entities within the community to increase public awareness and support of the Plan.

Large Scale Public Workshop: A public workshop was held at the John Michael Kohler Art Center (JMKAC) and attracted nearly 150 participants. The workshop featured a presentation on global trends impacting downtown Sheboygan, identified opportunities for Sheboygan to capitalize on demographic and consumer spending opportunities, and gave an opportunity for participants to provide feedback and ask questions at a variety of stations.

Steering Committee members helped identify the vision and objectives for the Plan.

Figure 2.0: Planning Process

Focus Groups: Individuals representing targeted audiences and implementation partners were invited to participate in hour-long focus groups covering the following topics: Retail and Service Businesses, Arts and Culture, BID Structure and Services, Property Owners, North 8th Street Businesses and Chamber Members/Large Employers. Each of these sessions included an overview of the BID's current market position and discussed expectations and opportunities to engage these diverse but influential groups in implementing the three key strategies for Harbor Centre.

Stakeholder Interviews: Throughout the process, stakeholder interviews were conducted with individuals representing organizations, businesses, property owners and potential implementation partners. These interviews were conducted by members of the consultant team and were focused on gaining additional insight on actual or perceived opportunities or constraints facing Harbor Centre revitalization efforts.

In addition to these specific strategies, a public survey was conducted, which received more than 650 responses regarding future ideas and desires for Harbor Centre. Collectively, this input substantially influenced the vision, strategies, and recommendations for the Harbor Centre Master Plan.

Mapping and goal setting exercises encouraged participants to think critically about Harbor Centre's current and future role in the community. The map above shows the most popular destinations for public meeting participants.

Library
Center
Harbor
Weather
Fountain
Boston
Pier
South
Store
Blue
Park
Bank
Market
House
Salon
Black
Ritrovo
Subway
Parlor
Ice
Cream
Legend
Duke
Mead
Brisco
JMKAC
Field
County
Highland
Community
Michael
Nature's shopping
parlor
Street
Fork
Kohler
8th
Devon
Arts
Ale
Office
Trust
Public
Coffee
Anglers
Pig
Cafe
Church
Farmers
Sheboygan
Larry's
Paradigm
Hall
Farmer's
Avenue
Post
Dining
library
Nest
market
John
Weill
Best
Haus
cream
Sase
Limo's
Chamber
Books
Café
TLC
pier
Duck
Trinity
Museum
Restaurants
Restaurant
Culinary
Angler's
Macky
Ale
City
Paradigm
Office
Trust
Avenue
Post
Duke
House
Market
Legend
library
Dining
Nest
Ice
Fork
Street
Weather
Fountain
Store
Harbor
Center
Pier
South
Boston
Mead
Library
Blue
Park
Bank
Cream
John
market
Parlor
Nature's shopping
parlor
Michael
Books
Café
Brisco
JMKAC
Field
Cafe
County
Highland
Community
Limo's
Chamber
Pig
St
Anglers
cream
Sase
Kohler
8th
Ritrovo
Subway
Devon
Arts
Ale
Office
Trust
Public
Coffee
Pier
Duck
Trinity
Museum
Restaurants
Restaurant
Culinary
Angler's
Macky
Hall
Farmer's
Avenue
Post
Duke
Angler's

3 Harbor Centre Overview

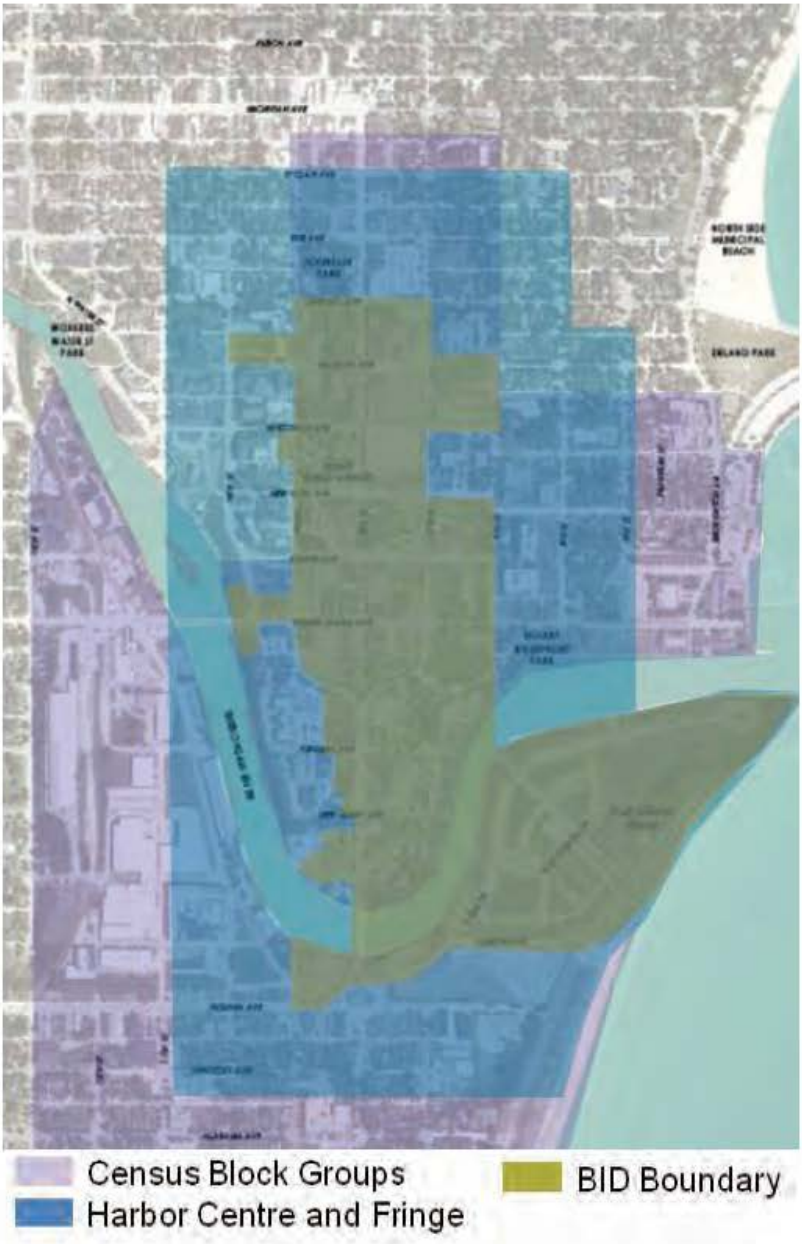
Location and Context

The Harbor Centre is located on the Lake Michigan Waterfront, on the eastern edge of the City of Sheboygan. Although the Business Improvement District is the primary subject of this analysis, several key destinations with significant economic impact to the community are located just outside its boundaries, as are several significant residential, retail and employment nodes. For these reasons, the market analysis also included the economic activity generated by uses within a roughly 2-block radius of the BID, hereafter referred to as Downtown Sheboygan. This area includes the emerging entertainment market on Michigan Avenue, multifamily residential developments along the riverfront, major employers such as the County, and significant local destinations including the John Michael Kohler Art Center, Marina, and Yacht Club. The above boundary also more closely corresponds to census tract block groups used to develop residential market estimates. These individual boundaries are illustrated on Map 3.0.

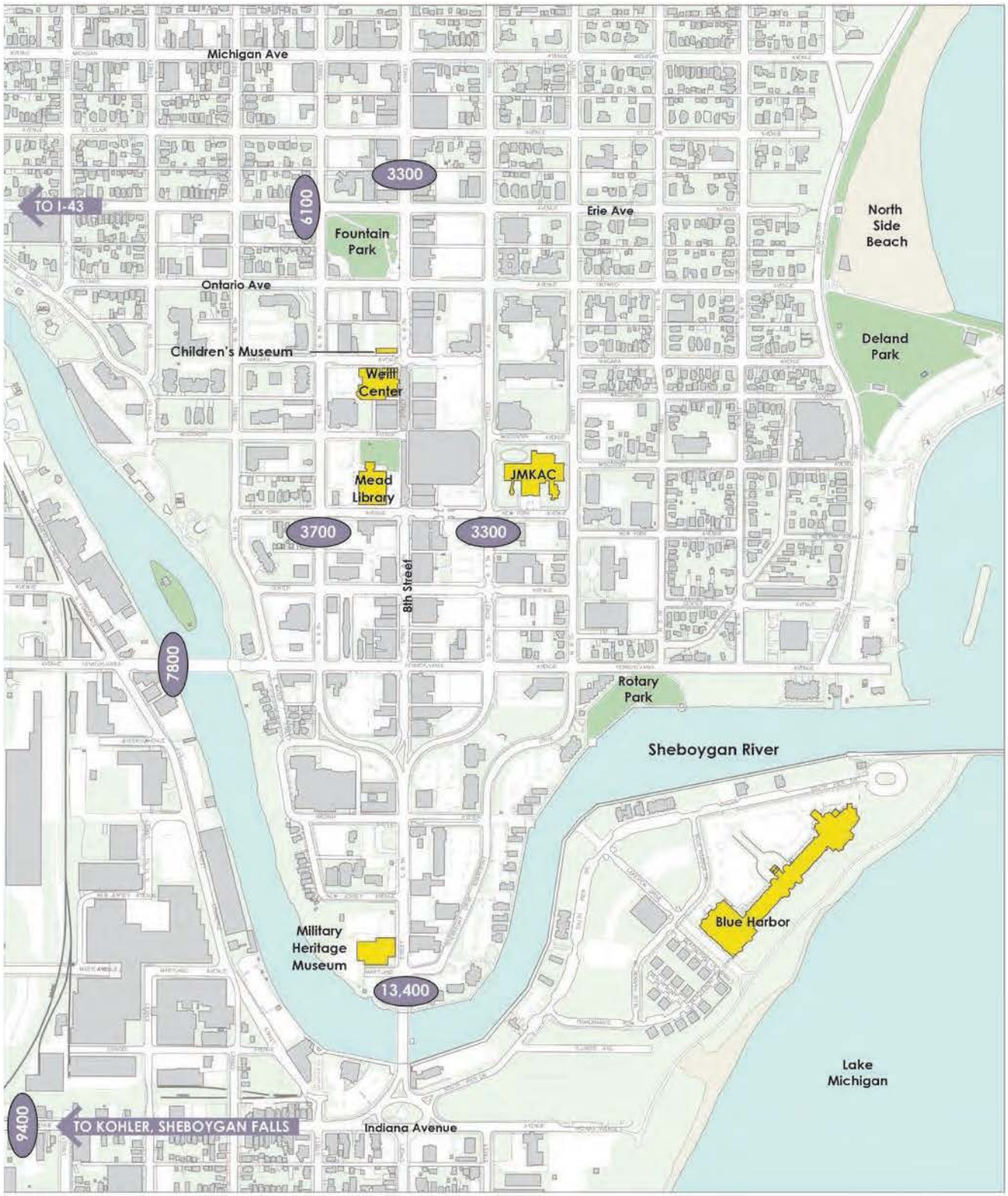
Traffic & Circulation

Traffic to Harbor Centre includes local and regional visitors. The district is accessible via regional bicycle routes, including the Union Pacific Trail. Pedestrian travel from adjacent neighborhoods, especially to the north and east, is also convenient, with designated bike routes on both 7th and 9th Street. However, the vast majority of visitors arrive by car, entering Harbor Centre at Indiana Avenue, Erie Avenue and Michigan Avenue (via North 8th Street). Regional travelers exit Interstate 43 from the south at Hwy 28/S Business Drive which becomes S 14th Street and intersects many east-west streets in downtown, or from the north/west at Hwy 23/ Kohler Memorial Drive which becomes Erie Avenue. Traffic counts are shown on Map 3.1.

Map 3.0 Analysis Area Boundaries



Map 3.1: Harbor Centre Traffic Counts



The presence of multiple gateways to downtown, coupled with the use of 7th and 9th Streets as primary travel and parking corridors, results in limited through traffic on 8th Street, increasing the pedestrian friendliness of the street from Virginia to Erie Avenues. Parallel or angled parking along both sides of the street further serves to buffer pedestrian traffic from car traffic, and car traffic is required to stop at each intersection, providing plenty of pedestrian crossing opportunities. Pedestrian amenities are discussed further in Chapter 5.

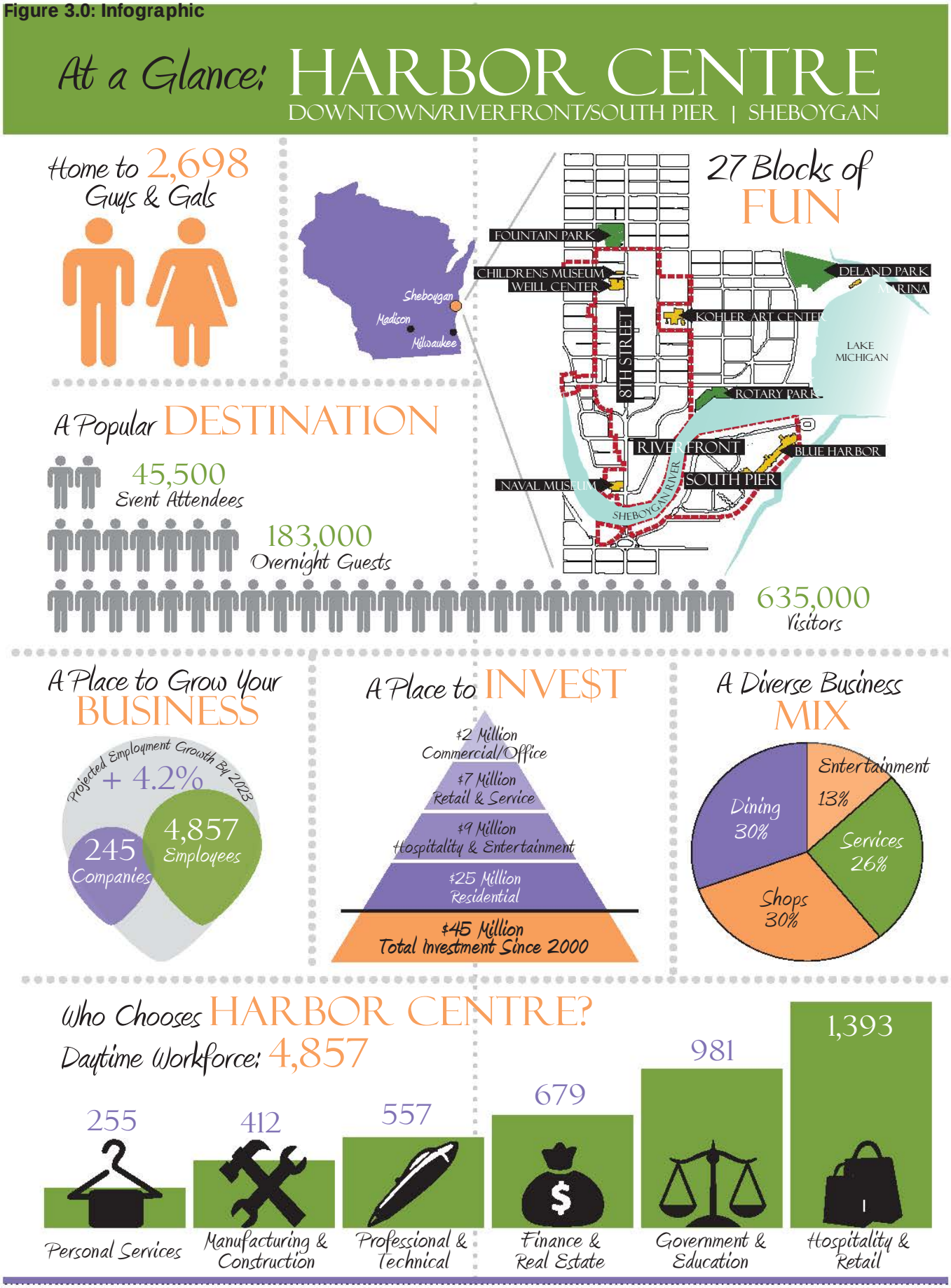
Population

Harbor Centre is home to 2,698 of the City's 50,000 residents, with remarkably low vacancy rates (meaning that downtown housing is in high demand). Jobs in a variety of professions, from Finance and Real Estate to Manufacturing, bring 4,857 workers to 245 companies in the area each weekday. The district's cultural and culinary offerings draw 635,000 visitors each year, and almost 30% of them decide to spend the night at one of the five hotels in the area.

Streetscaping, parking, and storefronts along 8th Street.

Examples of downtown housing (above) and lodging (below).

Figure 3.0: Infographic



4 Economic & Market Analysis

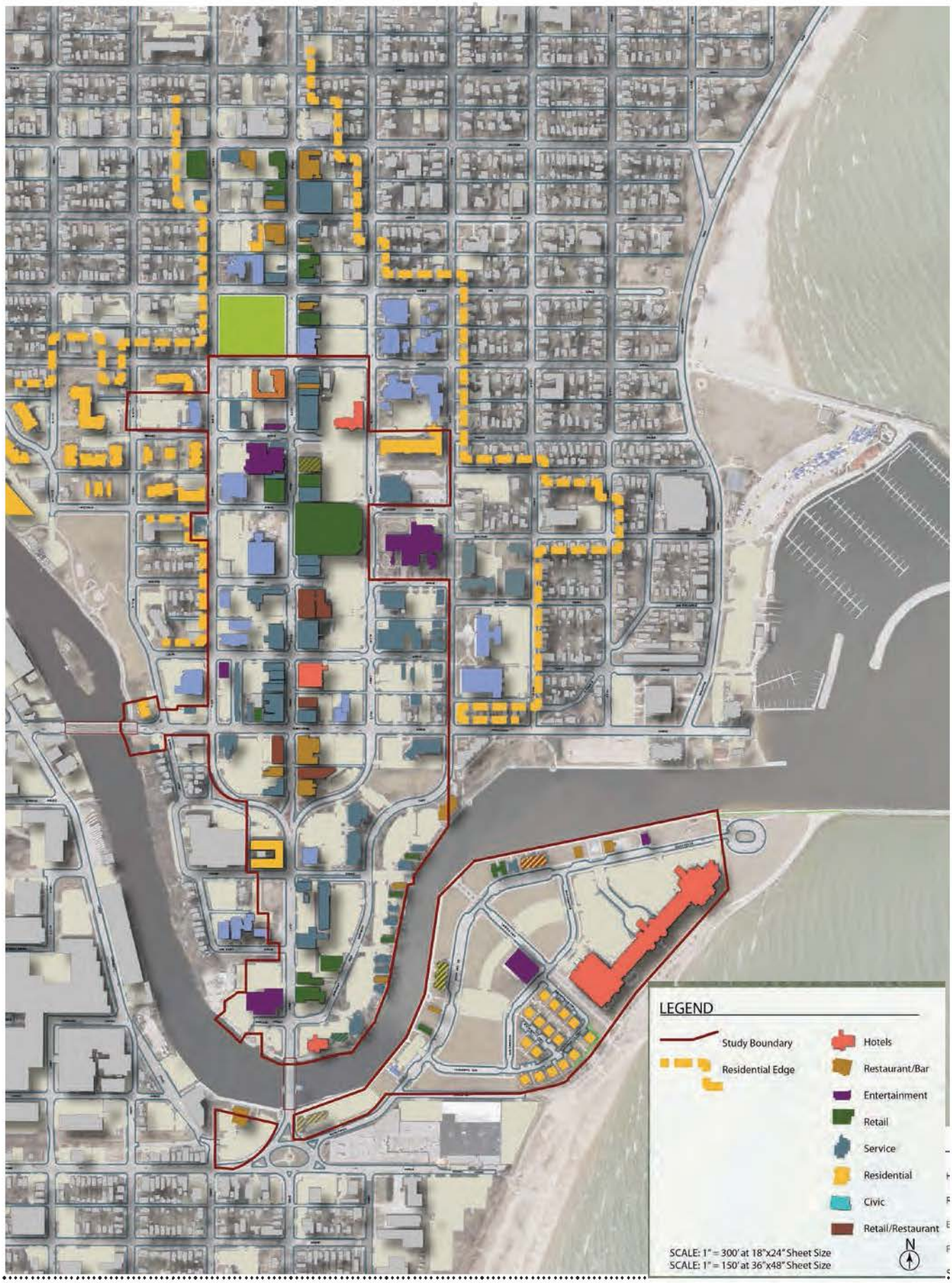
An understanding of the economic and market conditions which drive Sheboygan's growth and development is essential in identifying competitive opportunities for Harbor Centre's future. Harbor Centre will compete for investment activity with other commercial destinations within the City and region. By creating a vision which embraces demographic, business and economic factors shaping the region and capitalizing on unique market opportunities in Harbor Centre, local initiatives will be more successful and results more immediate. This chapter provides an overview of trends and activity in individual business sectors and identifies a set of market opportunities for Harbor Centre. The Harbor Centre economy is also summarized in the infographic on the facing page. The area included in the market analysis primarily focuses on the BID itself. Employment and business trends are also explored for the area within two blocks of the BID boundary (downtown) in order to capture the significant economic activity which occurs immediately adjacent to downtown.

Land Use and Property Values

Harbor Centre land uses are shown on Map 4.0. There are a number of mixed-use buildings downtown with first floor commercial and upper floor residential or office uses. In addition to its numerous commercial and hospitality amenities, Harbor Centre is home to numerous non-profits and municipal functions, including the John Michael Kohler Art Center, Mead Library, Weill Center for the Performing Arts and City Hall, among others. The City's parking utility also owns 1.2 acres of land in 9 individual lots to provide public parking for downtown businesses. The combined effect of this clustering of civic uses is a high ratio of non-taxable properties within the BID. In total, 30 percent of parcels in the BID have no taxable value, and an additional 3 percent have improvements on the property. There is significant potential to introduce additional taxable development on vacant or under-utilized properties included within this total. At present, seventeen acres of vacant land is under City ownership through the CDA or parking utility. An additional 3.5 acres of private undeveloped land is also included within the BID boundaries.

A wide variety of architectural styles and development types are represented in the Harbor Centre boundaries.

Map 4.0: Harbor Centre Land Uses



The ratio between improvement values and land values for properties is shown in Map 4.1 to illustrate the relative utilization of properties occupied by taxable uses. An improvement to land value ratio of 1.0 means that the value of the improvements is equal to the value of the underlying land. In healthy economic areas, the ratio of improvement to land should be at least 2.0, indicating that the value of improvement is twice the value of the land. Harbor Centre has a number of highly valued parcels, including the US Bank Building, the Grandstay, the Nemschoff Building and the historic block of 8th Street between New York and Center Avenues.

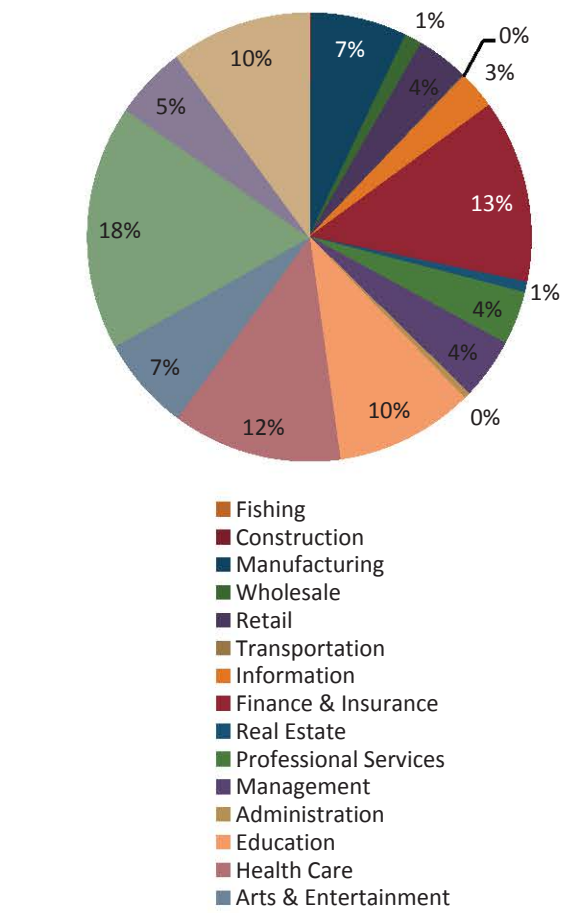
Employment and Business Mix

There are a surprisingly large number of employees working downtown at companies large and small in spite of the few traditional high rise office buildings. InfoUSA recorded 4,857 full and part time workers at businesses within the BID, and an additional 2,051 employees working within the overall downtown. Although the hospitality and restaurant industry is heavily represented within this employment base (18% of all employees), finance and insurance, health care, transportation and government each employ 10 percent or more of all workers. These downtown employees work at 245 total employers, with more than 70 percent of all businesses employing less than 10 employees. The makeup of companies by size is very closely correlated to the ratio for the City as a whole, with the exception of large companies (100 or more employees) where downtown presence is limited to Nemschoff, Community Bank and HSA Bank.

Retail and Tourism

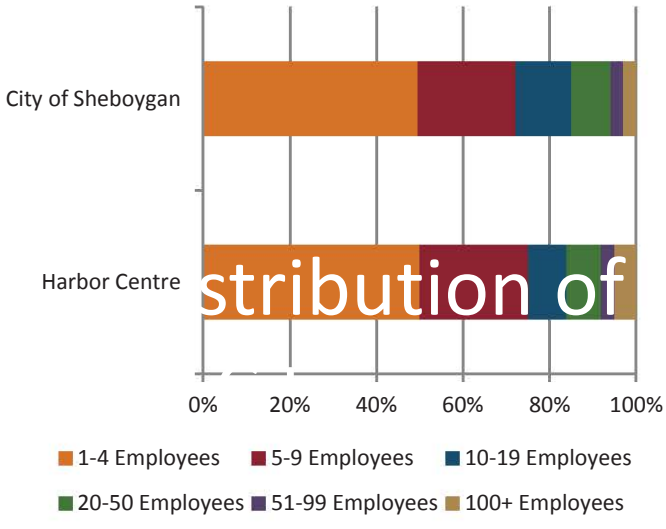
According to the Wisconsin Department of Tourism, Sheboygan County ranks 14th in the State for overall tourism spending, with $191 million in direct spending 2012. This activity is split between Sheboygan and other notable tourism destinations such as Kohler, Sheboygan Falls and Plymouth. The presence of numerous well-regarded destinations within a relatively small geographic area provides visitors with multiple attractions and attracts a broader range of individuals. Hotels within Harbor Centre comprise 63 percent of all hotel rooms within the City, while ESRI data indicates that 50 percent of all outside dollars to the community are spent in downtown. Coupled with the presence of noted attractions and world-class dining, it is likely that virtually all travelers to the City visit downtown during their stay.

Graph 4.0 Employment by Industry



SOURCE: InfoUSA

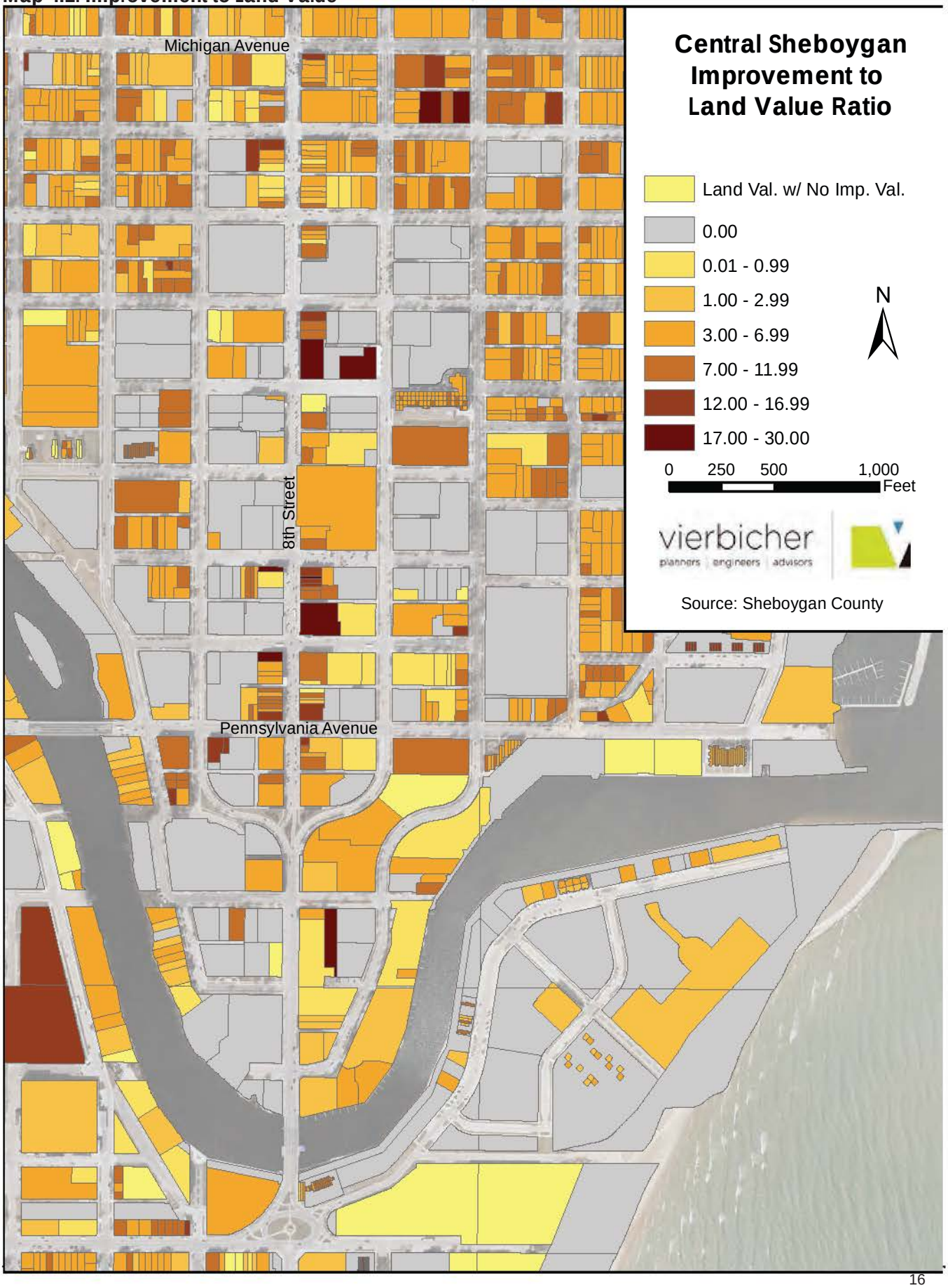
Graph 4.1: Employment by Company Size



SOURCE: INFOUSA

SOURCE: InfoUSA

Map 4.1: Improvement to Land Value



In addition to seasonal visitor activity, Harbor Centre is a shopping, dining and entertainment destination for local and regional residents. The numerous events held in and around downtown attract a significant number of local and day-trip visitors, while the City's 50,000 residents and nearly 5,000 downtown employees are also significant contributors to the retail sales.

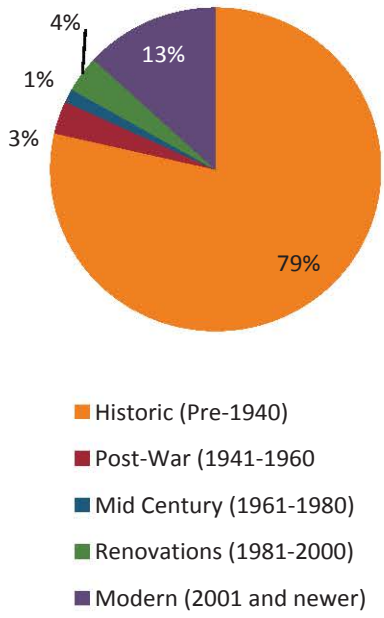
Demographics and Housing

Increasing apartment demand is an economic factor at a national level. An estimated 1.4 million apartment units were reportedly under construction as of the second quarter of 2013, according to the National Multi Housing Council. This wave of apartment development is driven in part by available financing for this product type and demand from households with limited financial means following the recession. It is also driven by low vacancy, diminished product delivery over the last two decades, and the growing presence of households in demographic segments more likely to rent than own, including younger and older households, immigrant households and relocating workers. Over the next decade, the aging population will create a 50 percent increase in households headed by individuals over aged 65 while an additional 5,400 new workers will be needed, creating strong future demand for this type of product. Downtown's current residential mix is roughly evenly split between owner occupied and rental housing, with a vast majority of units built prior to 1940. Although these units represent a unique and distinctive residential option for downtown, overall unit growth has not kept pace with changes in population over the past half-century.

Global Trends Impacting Downtowns

Although Sheboygan is classified as the center of a Micropolitan region by the US Census, its economy is impacted by larger trends at the regional, state and national level. A number of these trends, including demographic and lifestyle changes and the rise of global competition for customers and talent are likely to influence Sheboygan's local market over the coming decades. This Plan accommodates these larger trends and local market demands, creating opportunities for Harbor Centre to grow and evolve in ways that will maximize future growth potential. These global trends, compiled by Progressive Urban Management Associates and presented at the kickoff meeting for this plan, include:

Graph 4.2: Downtown Residential Units by Age



SOURCE: City of Sheboygan

- Empty nester demand for housing, healthcare and walkable neighborhoods.
- Generation X and Millennial value preference for 'lifestyle' elements and diverse communities.
- Increasing pressure to recruit, retain and educate skilled workers in the face of worker shortages.
- Dominance of women in professional occupation, and rise of single households, both of which create a demand for professional housing, including secured access properties.
- Impact of ecommerce and reduced overall spending by all consumer groups requires focus on quality, function, convenience and social opportunities.
- Rise in alternative transportation use as a percent of all trips, at the expense of automotive oriented transportation.
- Increased need for locally-based solutions and strategies with declines in federal and state funding.
- Explosive growth in technology impacting all facets of life.

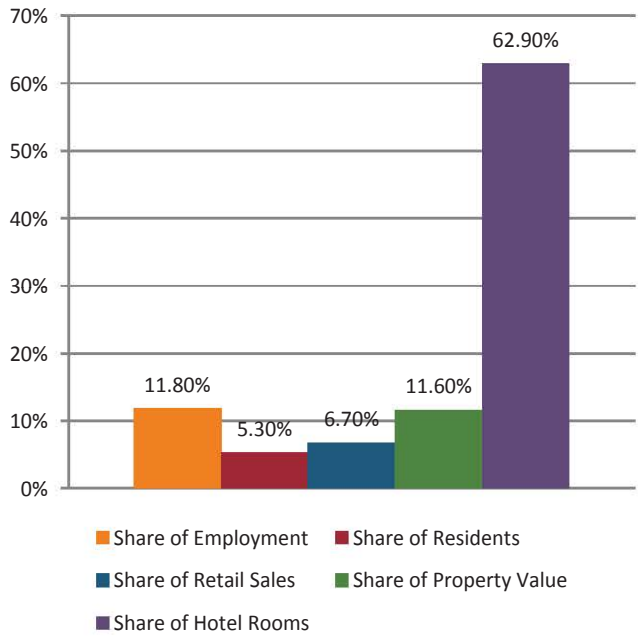
Harbor Centre Market Projections

Although Harbor Centre incorporates a number of vacant or under-utilized parcels and contains several stubborn storefront vacancies, the district has not been static. More than $45 million private dollars have been invested in the district since 2000, including commercial, retail, hospitality and residential developments. Combined, this investment has improved the downtown character, generated additional daytime and tourism activity, and filled several market gaps in the district. These developments have included notable projects such as the Nemschoff Building, the Grandstay Hotel, and senior apartments, as well as Blue Harbor Resort and associated South Pier retail and service businesses. Moving forward, there is significant opportunity to grow this level of activity through implementation of strategic recommendations in this plan.

A baseline market share was calculated for Harbor Centre to determine a market-supported level of future development. Graph 4.3 indicates Harbor Centre's share of the City's overall activity for a number of industry sectors. A number of forecasts were used. Although the market supported figures assume that Harbor Centre retains its market share in each of the categories, the recommendations are designed to foster a balanced economy with relatively equal market share of residents, employees and retail offerings. This will require an increase in residential units and professional space while also sustaining growth and activity in the retail and hospitality sectors. Benchmarks developed for the BID to track activity (provided in Chapter 7) provide a 10-year plan for increasing the market share of retail sales and residents to 12 percent of City totals, which will provide greater parity with downtown property value and employment markets.

A future market projection for 10 years of market supportable growth in residential units, professional and office space, and retail square footage was developed for the BID. Information for these projections was derived using employment and industry projections from EMSI, population growth projections, and demographic and consumer spending projections from Claritas. Information was further refined based on historic trends at the local level. These projections, discussed in more detail below, support an additional 178,000 square feet of office or professional space, 376 residential units, and 65,000 square feet of retail space over the next ten years. Although new apartment construction could begin immediately, existing vacant office and retail space will need to be absorbed before new construction activity is warranted.

Graph 4.3: Harbor Centre Market Share of City



SOURCE: US Census, ESRI, City, County, Tourism

<u>Residential Growth Projections</u>

Residential growth projections for Harbor Centre benefit not only from continued population growth in the City and County, but also to the larger demographic shift which increases the preference for rental and multifamily housing options over traditional single family development. The 376 units projected to be supported within Harbor Centre is based on the following factors: 80 units required to achieve equilibrium vacancy of 5 percent in current market, 200 percent increase in households headed by individuals under age 30 or over age 65, which have the strongest preference for rental housing (63 units), strong workforce growth projections for downtown, of which ten percent can be expected to live downtown (53 units), and Harbor Centre's continued ability to attract its market share of 12 percent of new residential households formed in the City over the next ten years (180 units).

<u>Retail Growth Projections</u>

Retail spending growth projections are based on several factors. These include: anticipated consumer household spending growth of 2.6 percent annually (projected by Claritas) and increased demand from residential and

employment growth projections (at current capture rates). The growth in consumer spending alone generates $1.1 million over ten years, while the growth in spending demand from an expanding City population (2,268 new residents in 10 years according to ESRI) generates $3.7 million. Growth in downtown residential and workforce populations, which tend to spend a greater percentage of their income in downtown, will generate $2.8 million in demand ($5,000 per household and $20 per week per worker, based on ICSC research). This combined $6.5 million in consumer demand would support 66,000 square feet at current average earnings. However, this projection anticipates that per square foot sales will increase to a national average of $180 per square foot, reducing the recommended new construction to 36,000 of new retail space in Harbor Centre. This average assumes a mix of higher grossing regional chain stores and independent local shops.

Office Growth Projections

Harbor Centre currently contains businesses employing roughly 12 percent of all Sheboygan workers. According to EMSI projections, over the next ten years, industries which are appropriate for a downtown environment are expected to grow by 4.2 percent in the City, while manufacturing, transportation and other non-urban professions are expected to remain stagnant in terms of hiring. Within the growth industries, approximately 8,179 workers are expected to be employed in the City in sectors which utilize office type environments. Although two thirds of these workers will be required to replace retiring employees, several local industry sectors are anticipated to see continued growth and expansion. This is a positive factor for downtown, as professional and service firms tend to prefer urban environments, in contrast to manufacturing uses. The Harbor Centre's market share of these employees is 892 workers. Given today's average space ratio of 150-200 square feet per employee, approximately 134,000-178,000 square feet of office space will be needed to support this growth. One caveat to this projection for Sheboygan is the tendency of growth to occur within a few large employers which have traditionally focused on campus-oriented growth. It may be necessary to recruit one or more larger employers to locate headquarters or select corporate divisions within Harbor Centre for the area to attract its share of professional employment growth.

5 Streetscape & Urban Design Assessment

As a central hub for local and visitor activity, Harbor Centre should be accessible and easy to navigate via a variety of transportation modes. The length of the district (approximately one mile from Indiana Avenue to Michigan Avenue) and limitations presented by the Sheboygan River makes navigation more challenging for those unfamiliar with the district, increasing the importance of wayfinding signage, streetscaping, and landmarks.

Urban Design

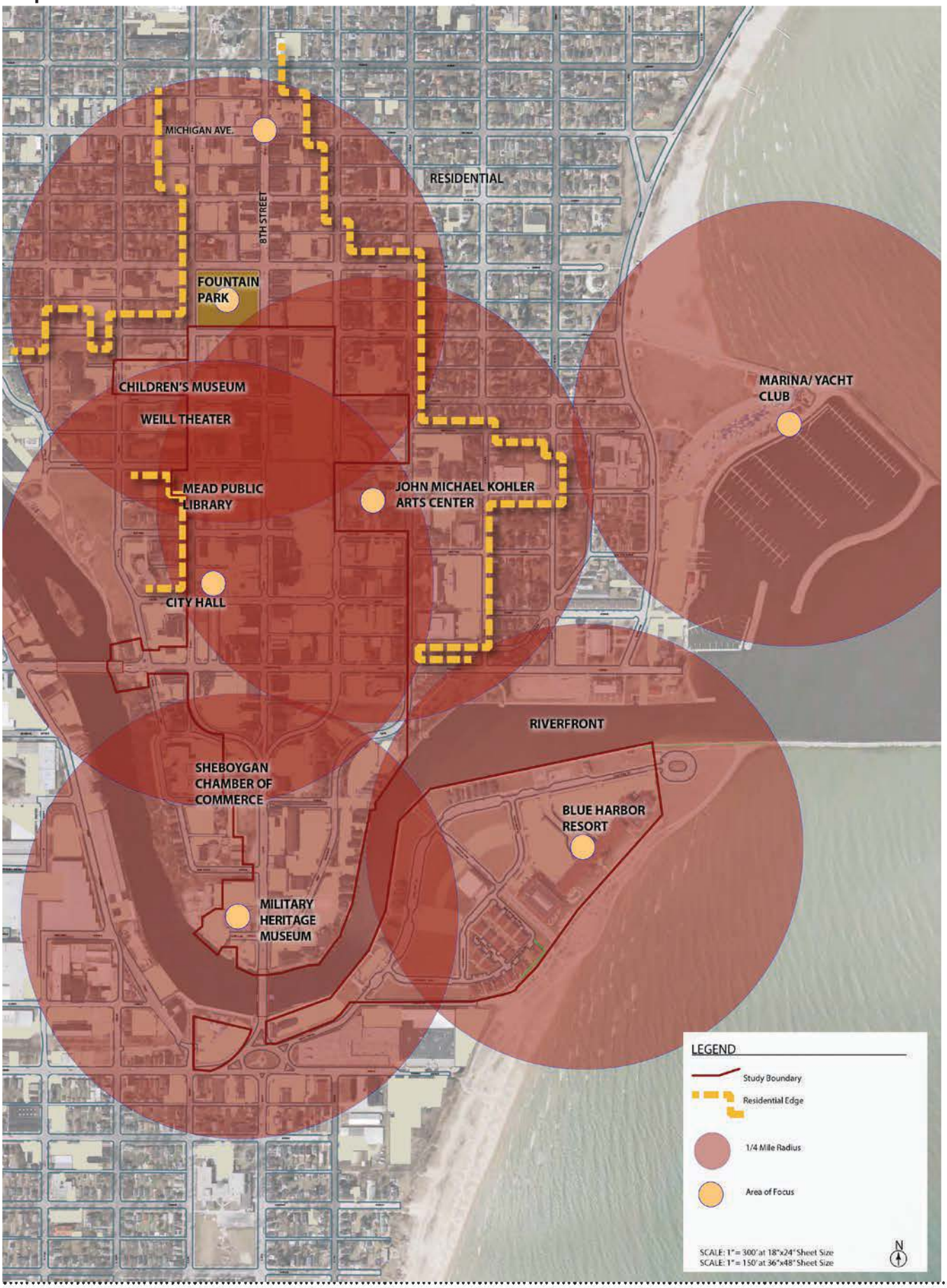
Several distinctive architectural styles are present in Harbor Centre, ranging from late 19th century and early 20th century historic structures along 8th Street to the nautical-inspired Riverfront and South Pier areas. Side streets in the district include more contemporary residential and commercial architecture. Although several historic neighborhood districts and a historic church district exist adjacent to downtown, there are no commercial historic districts in Sheboygan. The presence of newer infill development along the corridor limits the City's ability to create a contiguous historic district along 8th Street based on the percentage of non-contributing buildings. Newer 8th Street development includes mid-century developments such as the US Bank building and newer buildings which adhere more closely to traditional development styles.

There are several blocks or combinations of blocks within Harbor Centre which feature properties with limited aesthetic appeal, whether as a result of vacancy, deferred maintenance, incompatibility with adjacent historic structures, or storefront treatments which limit interaction between the street and the building. The presence of clusters of buildings that have not been maintained or were poorly designed with respect to the public realm can limit pedestrian activity, resulting in diminished economic activity in certain areas of downtown.

Previous planning initiatives have developed comprehensive design guidelines which regulate property improvements and new development styles within the Riverfront and South Pier areas. However, no similar design regulations exist for the 8th Street corridor, which has resulted in some property updates which detract from the

Architectural styles along 8th Street range from historic to contemporary, often on the same block.

Map 5.0: Distance between Harbor Centre Destinations



traditional downtown pedestrian experience. Newer developments that have failed to reach their full potential due to a lack of holistic consideration of issues such as density and parking also limit the potential for redevelopment and may discourage potential developers. Although the City has a robust design assistance and façade improvement program, utilization of the program has been limited, and additional tools are necessary to preserve and restore remaining historic structures while promoting quality design on available infill sites.

Vehicular Connections

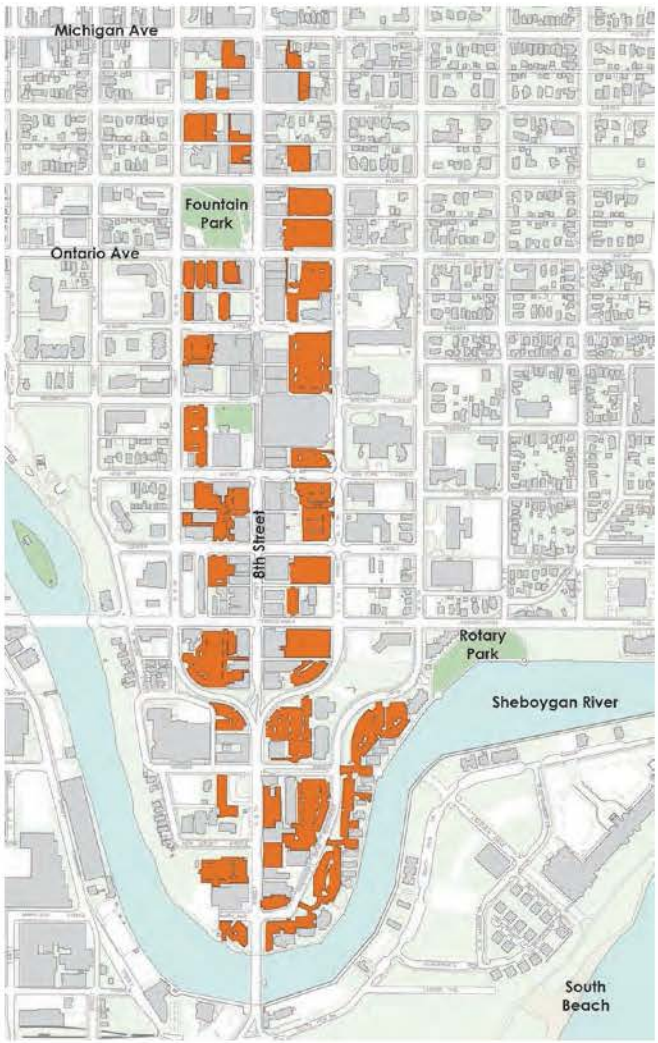
As presented in the location and context discussion in Chapter 2, Erie Avenue and Indiana Avenue represent the major points of entry into Harbor Centre, with an additional River crossing at Pennsylvania Avenue. Because of the riverfront and lakeshore, virtually all visitors who do not live in adjacent neighborhoods to the North will enter via one of these major entrance corridors. The City has invested in vehicular wayfinding signage which directs visitors to downtown, Harbor Centre and several destinations within Harbor Centre including South Pier, Riverfront, the Marina and other Lakeshore amenities. This signage extends into the Harbor Centre area, where additional signage directs visitors to public parking, City Hall and other public amenities. With the exception of several transition areas between one-way and two-way traffic and a non-traditional roundabout layout at the intersection of 8th Street and Indiana Avenue, vehicular access and connectivity is generally strong for visitors traveling to or through Harbor Centre.

Parking

Within Harbor Centre, all commercial corridors have affordable metered on-street parking, and additional parking is available in several public lots along 7th and 9th Streets. Many business owners alluded to a perceived parking issue, in which customers felt there was a lack of parking if they were unable to park in front of their intended destination. Parking lot utilization rates and revenues suggest that there are several under-utilized lots along the corridor, which present redevelopment opportunities in themselves or may be used to meet parking demand as nearby properties redevelop.

Existing wayfinding signage.

Map 5.1: Existing Surface Parking



Approximately 40% of the surface area along the 8th Street corridor is used as surface parking lots (highlighted in orange above).

Pedestrian and Bicycle Connections

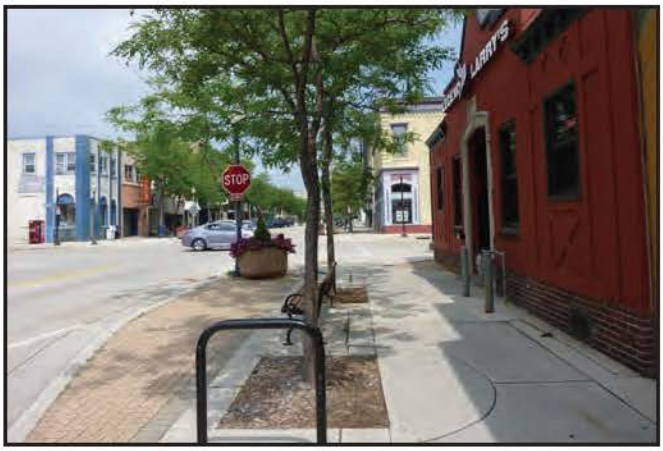
Although a number of attractions within Harbor Centre attract sizeable visitor traffic, few of these destinations are located in proximity to one another, as shown in Map 5.0. The one-quarter mile radius depicted on the map represents the distance generally considered to be comfortably walkable for most pedestrians. Destinations further than one-quarter mile are generally not visible and require greater commitment. Encouraging trips of greater distance can be accomplished through an emphasis on wayfinding, visual landmarks, an engaging streetscape, and cross marketing between destinations and businesses.

Streetscape

Sheboygan has made a number of positive investments in streetscape amenities. Street trees, decorative light poles, street furniture and decorative sidewalk treatments are present throughout a majority of downtown, and pedestrian amenities such as marked crosswalks, pedestrian signals and curb bump outs are also present in many areas, especially along 8th Street. However, there are some blocks or groups of blocks that lack this level of streetscaping. Several of these blocks represent key connections between individual activity centers in the district, such as:

- The stretch of 8th Street from the River to Virginia Avenue, which is a key gateway area from the south;
- Portions of Virginia Avenue, Pennsylvania Avenue and S Franklin Avenue connecting to Riverfront Drive;
- New York and Niagara Avenues connecting 8th Street to the Grandstay Hotel, John Michael Kohler Art Center and infill residential.

Introducing common streetscape elements into these blocks would reinforce the sense that these streets also contain or lead to popular destinations. The addition of bike lanes, bump outs, terrace paving/planters, and street furniture in these areas would help draw pedestrian traffic throughout the downtown. Diversity in streetscaping could also help generate a sense of place and assist in wayfinding throughout downtown. The length of the 8th Street corridor in particular lends itself to some specialization, which can help prevent mental fatigue and encourage pedestrians to explore more of the area than they may otherwise. Streetscape enhancements, district divisions and themes are discussed



Inconsistent levels of streetscaping throughout the district make some areas feel less inviting than others.

further in Chapter 7, Strategic Recommendations, and Chapter 8, Design Guidelines.

Bicycle Connections

Several regional bike networks connect through downtown Sheboygan. The designated bike routes are located on 7th and 9th Streets through the heart of downtown, crossing the river via a shared use lane on 8th Street. Pennsylvania Avenue is signed as the East-West connection, and a dedicated bicycle/ pedestrian bridge is currently under construction across the river near this location. Bicycles are also allowed on the Lake Michigan shoreline trails. The City has installed a number of single loop bike racks in and around downtown, but the small size and limited nature of these racks do not make them highly visible to cyclists. Visitors unfamiliar with the City would likely need to search out these racks as they near their destination.

Map 5.2: Bicycle Facilities

Existing & planned bicycle facilities

Improved facilities for bicycles will encourage more young people and families to explore downtown.

6 Harbor Centre Vision & Master Plan

This chapter elaborates on the elements of the Harbor Centre Vision and introduces the three major Master Plan elements which will achieve this vision. Together, these two items provide the framework for future implementation efforts.

Vision

In order to establish a set of strategic recommendations and program of work for the BID, it is critical that a common vision be established which will allow the BID and City to easily convey the future of Harbor Centre. This vision will be achieved by the successful implementation of the Plan. Drawing on market analysis to uncover unique strengths and public input to prioritize outcomes, the following vision statement was established for the Harbor Centre.

Harbor Centre will be:

- Economically Prosperous: Retaining and attracting businesses, jobs, investment and economic growth will create additional market opportunities in the district.
- Vibrant: New residential options create an active 24-hour community and support expanded retail, arts, culture, food and service offerings.
- Inviting: Well-preserved and restored historic buildings, complementary new development and attractive public spaces attract visitors.
- Connected: Residents and visitors find Harbor Centre easy to navigate and are aware of events, activities and businesses available within the district.

This vision will lead to a more cohesive, connected and vibrant district which attracts, retains, and rewards visitors with a wide variety of amenities and attractions. The success of the Plan will ultimately come through a coordinated effort which addresses opportunities and challenges facing both individual blocks and the district as a whole. Providing unique and interesting activities and destinations at locations throughout Harbor Centre will promote diversity, increase opportunities to reach new populations and provide for a greater variety of residential and business options.

Master Plan

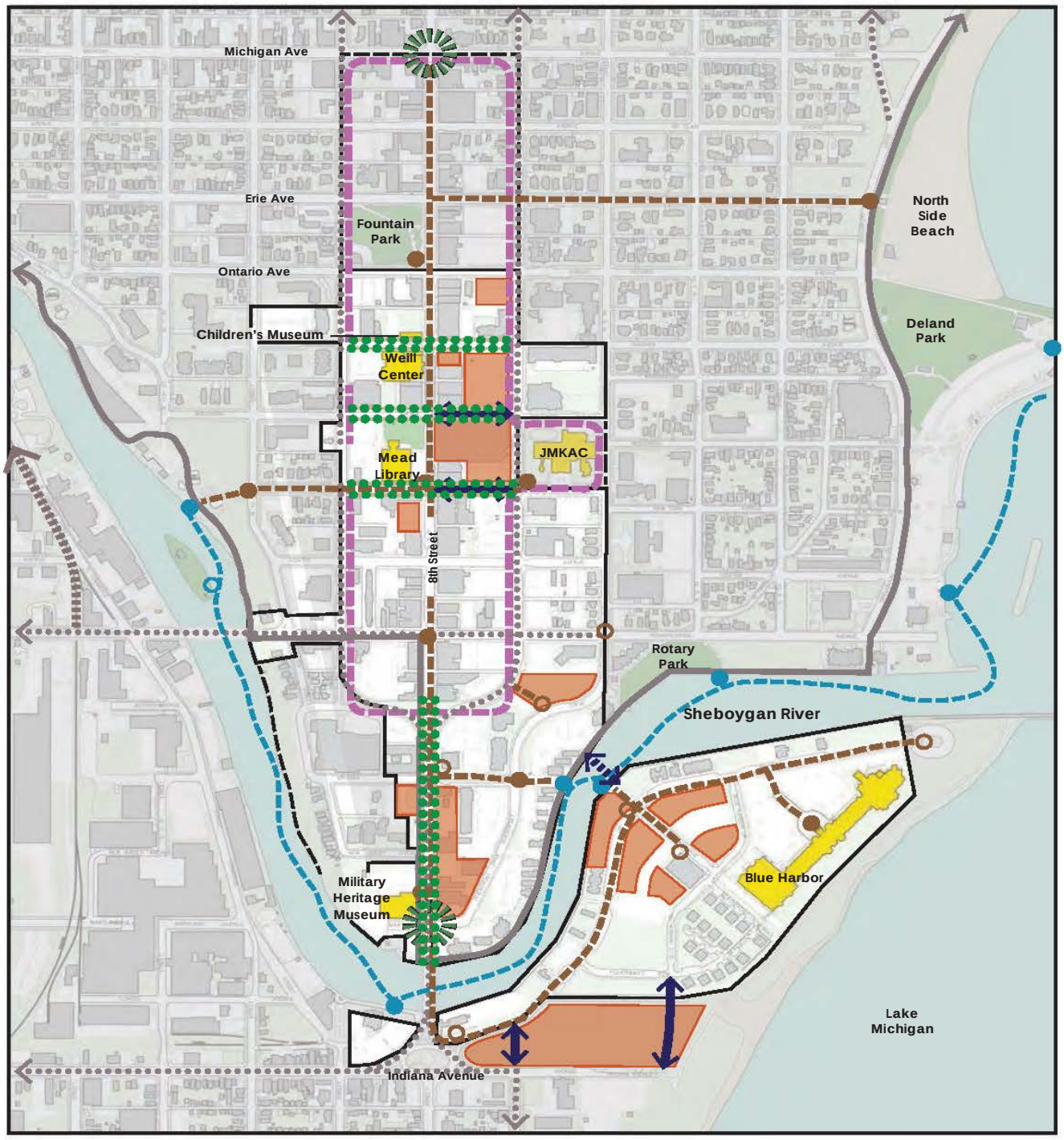
The Master Plan identifies specific transformational opportunities and strategic activities which, together, will have a measurable and visual impact on the look and feel of Harbor Centre, as well as on the economic opportunities available to its businesses and property owners. The Master Plan recommends various organizational changes, physical improvements, strategic partnerships and focused marketing and outreach efforts for the BID, City and other partners in order to achieve the Harbor Centre Vision.

Map 6.0 illustrates the geographic relationship between individual Master Plan elements. Although individual strategies may emphasize individual properties or nodes within Harbor Centre, the Plan as a whole maximizes the opportunities within individual districts to create a stronger overall downtown economy. Chapter 7 expands on complementary strategies and action items which are recommended for the Harbor Centre.

Elements illustrated on the map include the following categories:

- Major Destinations and traffic generators that represent current and future activity centers.
- Redevelopment sites which present opportunities for market-supported infill and private investment.
- Primary connections and circulation routes for vehicular and alternative transportation
- Future locations of gateway features, streetscape enhancements and roadway connections to connect and unify Harbor Centre elements.

Map 6.0: Harbor Centre Master Plan Elements



Legend

- CURRENT BID BOUNDARY
- POTENTIAL BID EXPANSION
- MAJOR DESTINATION/TRAFFIC GENERATOR
- POTENTIAL REDEVELOPMENT SITE
- PROPOSED ARTS/CULTURE/FOOD DISTRICT
- ENHANCE STREETSCAPE

Circulation

- PLANNED REC. TRAIL
- EX. INTERURBAN TRAIL
- EX. SHARROW/BIKE LANE
- PROPOSED LAND/WATER NODE-PRIMARY
  MAY INCLUDE BIKE RACKS, DRINKING WATER, DIRECTORY/WAYFINDING SIGNAGE, SEATING, LIGHTING
- PROPOSED LAND/WATER NODE-SECONDARY
  MAY INCLUDE DIRECTORY/WAYFINDING SIGNAGE, LIGHTING
- PROPOSED ROUTE- LAND
- PROPOSED ROUTE- WATER
- PROPOSED GATEWAY
  MAY INCLUDE UNIQUE PAVING, OVERHEAD SIGNAGE, PUBLIC ART, LIGHTING, WAYFINDING/ DIRECTORY SIGNAGE, SEATING
- PROPOSED STREET CONNECTION
- POTENTIAL BRIDGE CONNECTION

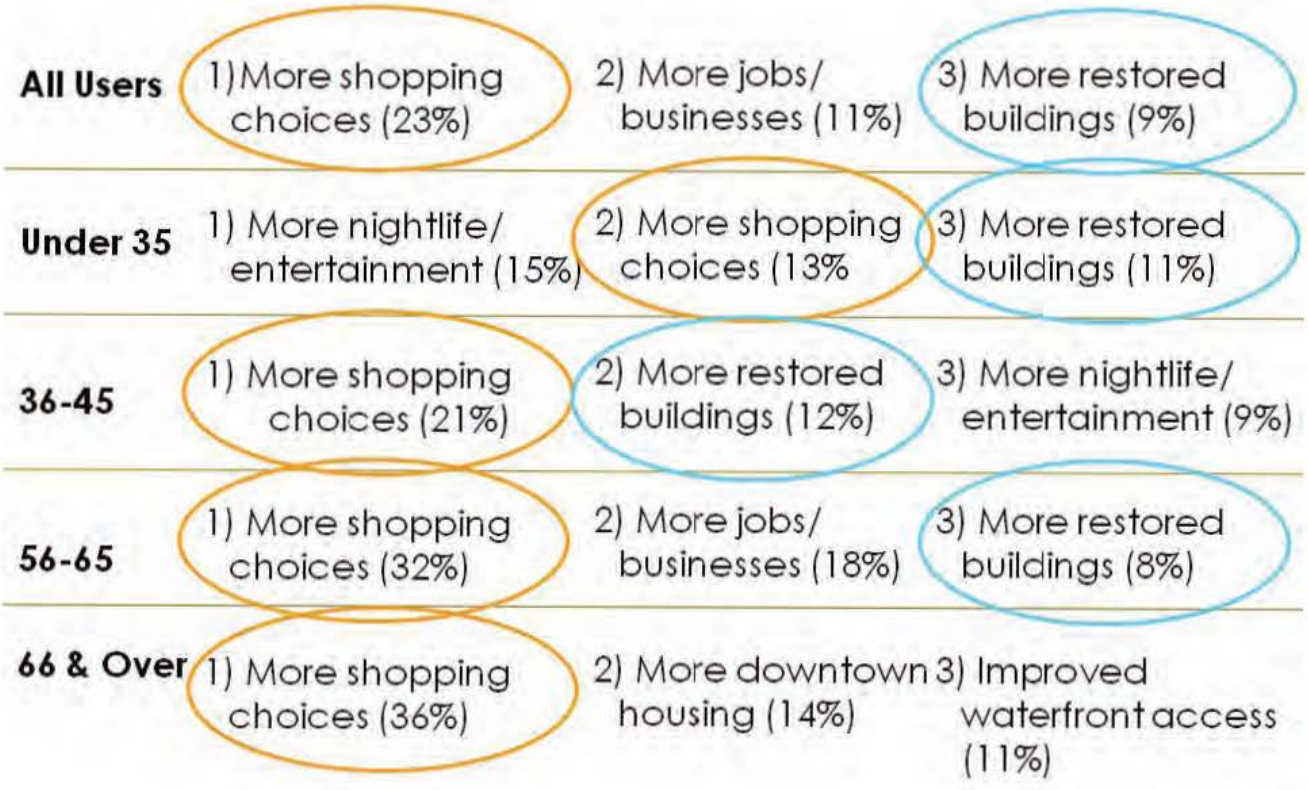
Public Support and Engagement

The Master Plan was developed with significant public input. Elements included in the Vision and Core Elements reflect the priorities of stakeholders and participants. Although the BID will serve as a lead entity for much of the Plan Implementation, together with the City, Chamber and other civic partners, it is important that individuals, businesses and other groups have a role in developing and supporting the Master Plan efforts.

Over the course of the Master Planning process, participants were asked to identify their top priorities for the future of Harbor Centre. Although responses were received from a wide variety of individuals, the top three priorities were identified by at least three of the major age groups, as illustrated on the graphic below. Increased downtown housing, the most popular improvement overall (favored by 68% of respondents) was only a top three priority for older adults.

These priorities, especially building restoration, business expansion and housing, feature prominently in the Master Plan. Although the plan does not recommend significant additional retail square footage, it does introduce a number of strategies to enhance and connect existing retailers, and to increase the number of storefronts featuring active and pedestrian-oriented businesses and facade treatments.

Figure 6.0: Harbor Centre Priorities: Survey Responses



7 Strategic Recommendations

Three core strategies have been developed as the framework for the Harbor Centre Master Plan. Together, these strategies maximize Sheboygan's competitive advantages while also addressing challenges which have diminished the ability of Harbor Centre businesses to fully capitalize on local opportunities. Each of these core strategies contain three primary objectives which will be achieved under this Plan. The core strategies and objectives are:

1. Leverage Arts, Culture and Food District: Arts, culture and food related events and businesses represent a defining feature of Harbor Centre's character and economy. Leveraging this unique asset by coordinated marketing, representative streetscape elements and complementary programming will reinforce this influence and expand the economic influence of art, culture and food amenities throughout Harbor Centre.
   - Expand BID boundaries north to Michigan Avenue
   - Establish formal Art, Culture and Food District along 8th Street
   - Implement complementary programming and streetscape improvements
2. Encourage Housing and Urban Development: There are significant opportunities for infill development within Harbor Centre and adjacent neighborhoods. Market demand supports additional residential, retail and professional office space which can be accommodated on infill and redevelopment sites throughout Harbor Centre.
   - Assemble and promote redevelopment of key sites as mixed-use developments
   - Enforce quality design standards on 8th Street
   - Improve the economic return from ownership of historic properties to encourage high quality restoration
3. Connect and Cross-Market: Improved physical and marketing connections will boost the ability of businesses to capitalize on the wide variety of amenities located in Harbor Centre. This strategy facilitates increased customer cross-over by introducing wayfinding elements for pedestrians, cyclists, and drivers. Establishing coordinated marketing activities is also a key part of this strategy.
   - Improve mobility in and around Harbor Centre through wayfinding and mobile-friendly technology
   - Implement and promote use of alternative modes of transportation including trolleys, water taxis and bicycling
   - Work with tourism, Convention and Visitor's Bureau, Sheboygan Performing Arts and businesses to coordinate messaging and promote Harbor Centre attractions
   - Each objective and specific action item is explored in further detail below. Case studies of some successful projects are provided as a further illustration of Plan objectives.

Recommendations build on successful projects and unique assets of Harbor Centre to create a marketable brand for the district.

Leverage Arts, Culture and Food Cluster
Currently, there is minimal crossover in audience between Sheboygan's arts, culture and food establishments. For example, respondents to the public survey conducted during the planning process identified more than 50 individual businesses as among their top three favorite destinations, yet few identified multiple businesses within this cluster. In fact, many comments specifically identified a need for businesses to complement an existing arts and culture destination, demonstrating that visitors are often unaware of the location and offerings of existing businesses, even those offering goods and services that are complementary to favorite downtown activities.

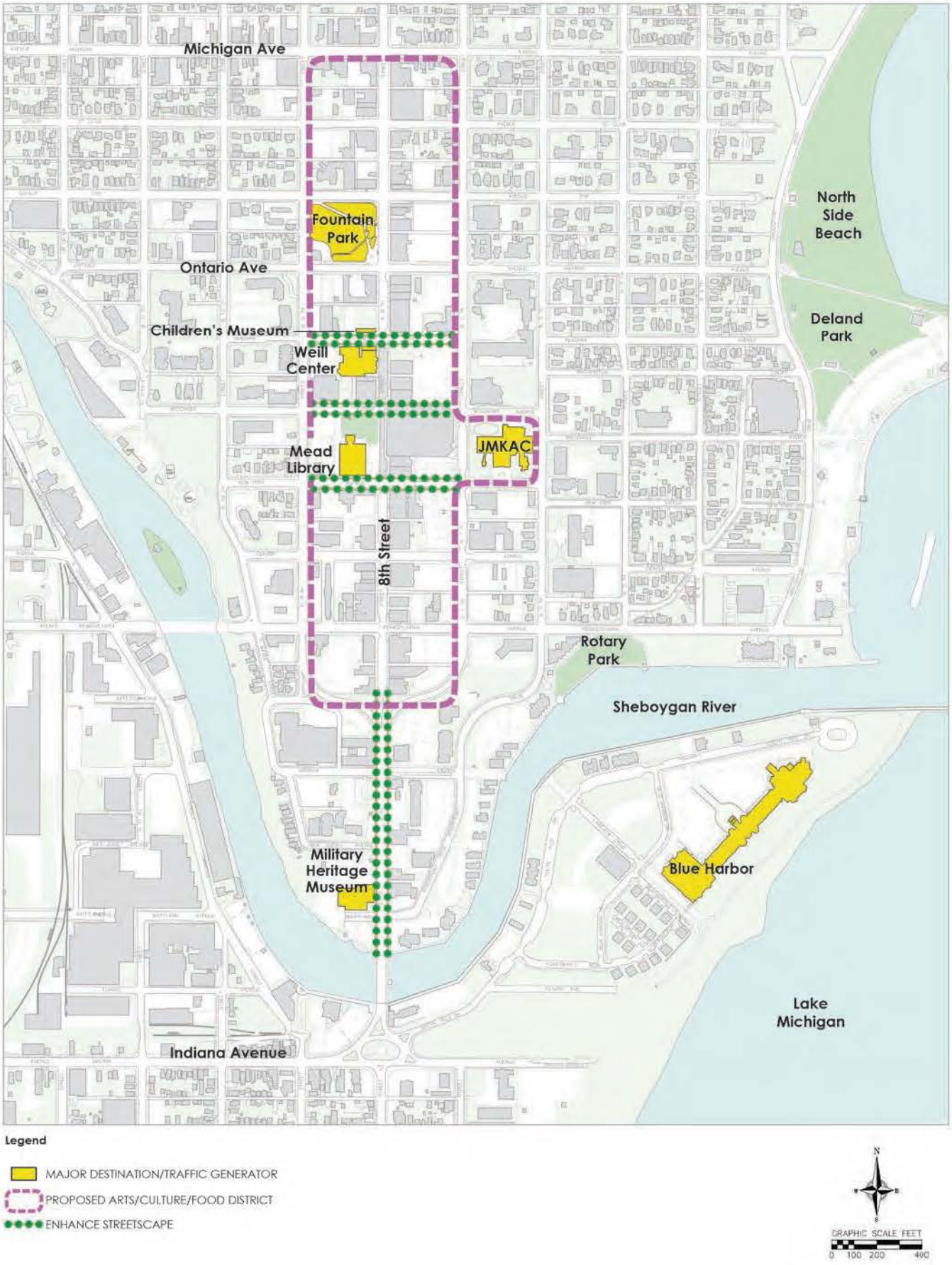
Creating an effective Arts, Culture and Food district will require establishing organizational, programmatic and physical elements to grow, reinforce, and promote the presence of arts, culture and food offerings. The arts, culture, and food district is centered on the intersection of 8th Street and Wisconsin Avenue. This core of the major cultural and artistic destinations, which includes the John Michael Kohler Arts Center, Mead Library, Weill Center and Children's Museum, attracts a combined half-million visitors per year. The district extends northward to incorporate the emerging nightlife of Michigan Avenue and to Jefferson Avenue (7th/8th/9th Street split) to encompass the Stefano group restaurants and other food related businesses on the southern side of 8th Street. The combination of these complementary elements within the district will create opportunities for 24-7 events and activity, expand the customer base, and increase the duration of customer visits. The expansion of the district north to Michigan will also increase the opportunity to capitalize on BID events hosted at Fountain Park, which can now be marketed as a central location for arts and culture themed events.

Establishing 8th Street's reputation as an Arts, Culture and Food district will be accomplished in several ways, including the following;

- Expanded events focused on arts, culture and food activities. The BID and other partners have already established a number of successful festivals around this theme, including the Chalk Art Fest, Taste of Sheboygan, and the Farmer's Market.
- Adding complementary informal activities and programming during peak visitor periods when there are no large events will support the increased presence of arts and culture for visitors to 8th Street. Recruiting performing artists to play, sing or paint at locations along 8th Street creates a sense of vitality and interest, and creates opportunities to partner with and support local arts groups.
- Reinforced presence of arts through visual art installations. Ideally, all public infrastructure in the future will have a public art component. Typical mediums for public art in downtowns include custom bike racks, wall murals, and custom banners and signage - nearly any fixture can include some artistic component. Public art elements should be most concentrated near the center of the district, but some elements such as bike racks and banners can be expanded to the entire district.

Arts, Culture and Food related programming, infrastructure and marketing will reinforce the district brand and support business growth in these sectors.

Map 7.0 Arts, Culture and Food District Elements



Arts District Success Stories

Cities across the country are using Arts Districts as a redevelopment tool. Arts Districts are complex entities that develop over long periods of time, usually decades, with multiple organizations and individuals contributing to it. The various initiatives in these districts are all as diverse and unique as their cities.
The shared resources of an Arts District foster community. Examples include:

The Sheboygan Project: During the summer of 2012, more than a dozen public art installations went up around the City of Sheboygan. A partnership between the Wooster Collective, the John Michael Kohler Art Center, the City of Sheboygan, Art Works, and numerous community partners, the goal of the Sheboygan Project was to connect artists from around the country with available space and resources to create unique site-specific works in Sheboygan and further develop Sheboygan's reputation as a destination for artists and encourage locals to embrace the arts culture of their city. Funding was provided by Connecting Communities, National Endowment for the Arts, and private contributions. Additional space is available for public art works. See thesheboyganproject.org and www.jmkac.org/index.php/connecting-communities/the-sheboygan-project

In **Canton, OH** the Chamber, Arts Council and BID created an Arts District. They started with one gallery and no artists. They now have 26 art galleries and studios. They created a Monthly First Friday Event by hiring a few street musicians, hanging some balloons and encouraging shops to stay open late on Fridays. It now has an average of 1000 people attending it each month. The district has collected 43 new pieces of public art and

has transformed 100,000 square feet of vacant space into new uses. Funding for the Arts District is provided by the Canton Development Partnership, Canton Regional Chamber of Commerce, Downtown Canton Special Improvement District, Downtown Canton Land Bank, Canton Tomorrow, Inc, and City of Canton.(see Cantondevelopmentpartnership.com; DWNTWNCanton.com; CantonArtsDistrict.com)

In Cleveland, the **Gordon Square Arts District** ran a single capital campaign that raised money for three separate theater projects at three separate non-profits. This idea seems almost implausible, as it's rare to see three non-profits share donors and connections. But, if they hadn't collaborated they wouldn't have been able to raise the necessary capital on their own. By collaborating, they were able to operate on a grander scale and make the project about revitalizing the District, as well as supporting the arts. The triad of arts and non-profit organizations is helping to infuse more than $500 million in economic development into the community and playing a role in attracting educated, creative young workers. See www.gordonsquare.org

In **Dubuque, IA**, the arts and cultural community plans an important role in the communities economy and social infrastructure. Through partnerships between the City and the Arts and Cultural Affairs Advisory Commission and contributions from citizens and arts and cultural organizations, Dubuque has established itself as one of the most vital, creative and attractive places to live and work in the area. Since 2004, the City of Dubuque has provided over $2.3 million in funding for the arts, and in return the arts industry generates $47.2 million in annual economic activity. See www.cityofdubuque.org

Whitewater Arts Alliance supports the City's Main Street program in a number of ways. The group coordinates the annual Art Walk, which places local art in downtown stores as part of its annual event, solicits artists and sponsors the Banner Project, which creates one of a kind decorative streetscape banners surrounding an annual theme, and curates an art collection which loans a rotating art installation to various civic and cultural organizations around town. The group has also raised funds for and commissioned a number of public art installations including a riverfront sculpture walk,

downtown mural program and other notable works throughout downtown.

Case Study –Portland, Maine

Formed in 1995, the Portland Arts District has come a long way from its time of vacant buildings, panhandlers, and boarded up windows. Now there are condos, outdoor events, vibrant cafes and restaurants, a robust Friday Art Walk and museums and galleries that are succeeding.

Establishing the Arts District identity was important to conveying a message of accessibility between the Arts District and the Old Port and other downtown destinations. Once the district's identity was established and connections between the districts were made, visitors stayed longer. The possibility of extending the length of stay provided incentives to downtown businesses to assist in the creation of the Arts District.

The Plan for Portland's Arts District was a partnership between the City of Portland, the UNUM Foundation, the Davis Family Foundation, the Maine Arts Commission, other private foundations, local businesses and civic groups. The City was committed to supporting the development of Portland's arts & culture industry and wanted to create a plan to encourage an emerging downtown arts district. The Arts District provides measurable results in Portland, including:

- Arts and Culture organizations spend 21 million dollars annually.
- Portland's cultural sector employs 340 employees and 1800 volunteers.
- Artists' expenditures amount to approximately $473,997 annually.
- 70% of the respondents agreed that "Portland is a much better place to live because of the variety of arts activities going on here."
- 83% agreed that "Better promotion of Portland's cultural life could improve tourism in the area."
- 50% of the Portland primary market residents reported that they had attended a live performing arts or entertainment event in the past 12 months. 49% had attended a museum or gallery during the same period.

Arts District Initiatives Include:

The District continues to move forward with new initiatives, including:

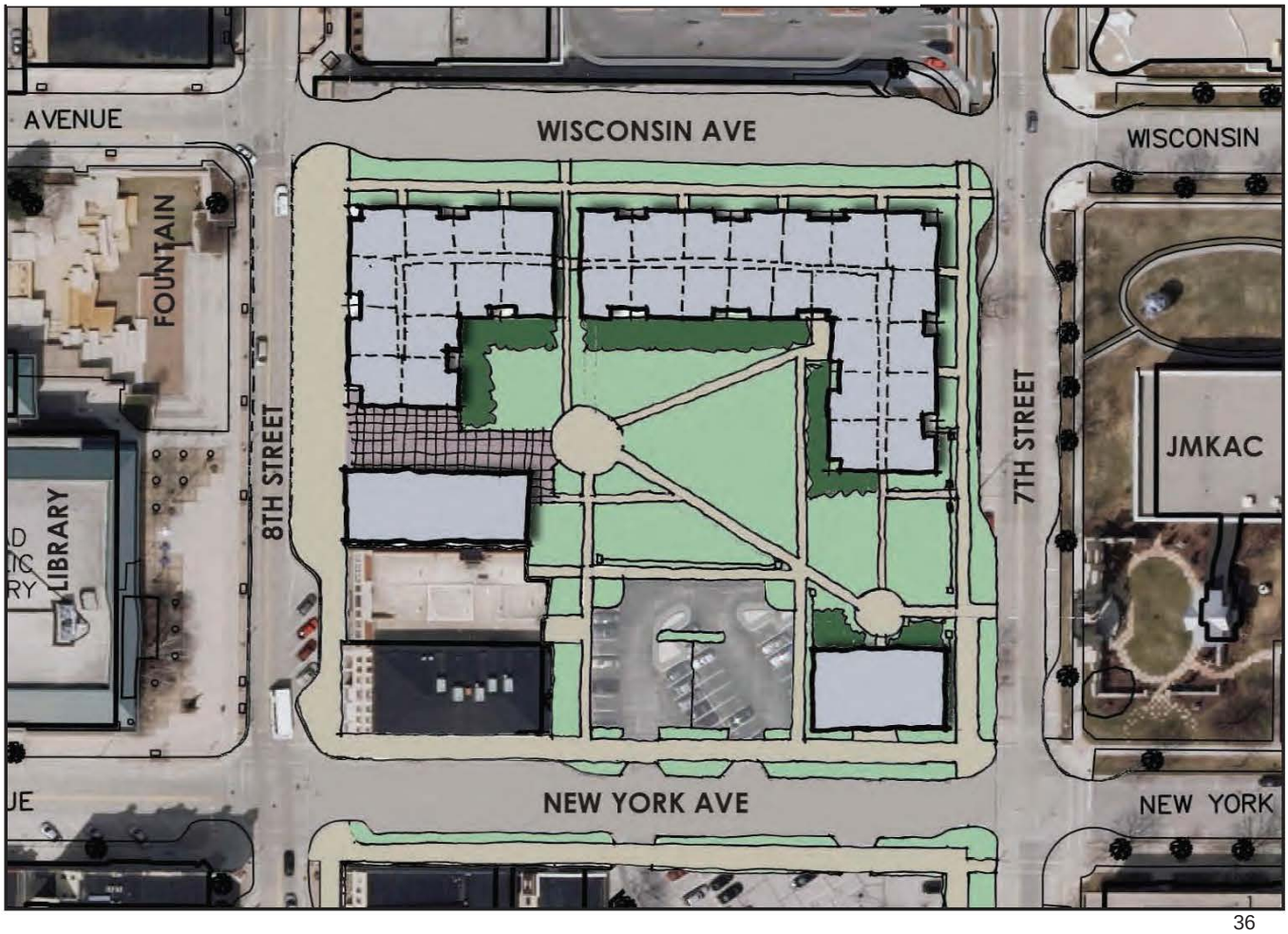
- Creation of a Cultural Liaison position within the Department of City Planning, and the devotion of additional planning staff time to arts district and downtown issues.
- Publication of "Arts Alive Calendar", the area's major consolidated arts calendar, uses city staff and resources.
- The City manages and operates City Hall Auditorium (which is a major theater with world-class entertainment).
- Creation of the Percent for Arts ordinance and program.
- Investment in physical improvements to Congress Square – the public space and center of Arts District.
- The City also created a loan fund to assist a number of property owners in renovating their buildings to encourage Arts and Culture oriented businesses. They were successful in renovating an old Department store where the Maine College of Art moved into and the relocation of the Children's Museum of Maine to the downtown Arts District.
- Friday Art Walk expansion. Currently, the weekly event attracts thousands of people to walk the district and attend gallery openings, dine in restaurants and cafes and peruse shops.

Restaurant activity is currently the strongest market segment of Harbor Centre and represents a significant growth area for customer spending. As is evident by the more than one-quarter of City restaurant spending which occurs downtown, Harbor Centre dining is embraced by both locals and visitors. Dining and nightlife are also a perfect complement to art and culture activities, and can easily be cross-marketed with events and destination attendance. Sheboygan has a strong, and growing, local foods movement. Capitalizing on established Buy Local, Dine Local movements to help coordinate marketing for local food restaurants and artisan goods can help reinforce the relationship between arts and food. Examples of successful programs aimed at supporting small and independent businesses are highlighted on page 37.

A long-term opportunity exists to expand the Arts, Culture and Food District by introducing additional connections and gathering spaces between 8th Street destinations and the John Michael Kohler Art Center. The recently announced closure of the Boston Store will create the opportunity to fully re-integrate the traditional street grid into the downtown while also eliminating the blighting effect of blank walls and un-landscaped surface parking which currently faces the John Michael Kohler Art Center. A mixed-use development on the site of the Boston Store could include residential units, arts-related commercial and retail space, and a direct pedestrian-only connection to 8th Street, potentially with a sculpture garden or other art elements. As the Halprin Fountain in the Library plaza continues to age, there will also be an opportunity to create a hardscape plaza and gathering area in this space which could complement Fountain Park as a home for events in the District.

The Arts, Culture and Food District Center conceptual development plan shown below illustrates the potential for a project which connects civic, cultural and arts attractions clustered around 8th Street and Niagara Avenue. This block represents the last remaining vestige of the mid-century Plaza 8 pedestrian mall which closed 8th Street to vehicular traffic for more than a decade. The disruption of the street grid on

Map 7.1: Conceptual Redevelopment Plan for former Boston Store site



Buy Local, Dine Local Movements

Many attractions draw people to "Main Street" and downtowns, whether it's great architecture, museums, or libraries but it is local, independent businesses that make people return again and again. Successful independent businesses contribute to the tax base, meet consumer demand and add vibrancy to a community. They maintain a community's distinct character as more and more towns are attracting the same chain businesses.

Studies by Civic Economics and the Institute for Local Self Reliance (ILSR) have shown dollars spent at local independent businesses return an average of $45 per $100 spent to the local economy, compared to just $14 or less for $100 spent at a chain. In 2013, ILSR surveyed independent businesses and those communities with a "buy local" campaign reported an 8.6% sales increase compared to just 3.4% for those without such a campaign. While this may seem small, it can mean the difference between success and failure for small businesses.

In Portland Maine, 79% of those businesses that participated in the Buy Local Initiative said the campaign benefited their businesses and 68% said they gained new customers as a result of it. In Portland, they distribute posters, shirts and other items to keep the message out there.

While some people shop at local, independent businesses out of a sense of community loyalty or because they are invested in sustainability, most will not.

Why buy local?

- To maintain community identity
- To keep dollars local
- To keep more jobs
- To help the environment
- Local businesses donate more than twice the money to community causes than chains.

For a "Shop Local" campaign to be effective, you need to show value that the competition lacks. And, a campaign needs to be more than a catchy slogan or decals in the shop windows. Message and tone varies from community to community. In Boulder, Co., ads were designed to highlight independent businesses for their university-oriented consumers as "hip places to shop, dine or visit". Their tagline is "You're not a clone - why shop at one?" However, a more upscale publication ad tagline was "Treat yourself to the best."

In Louisville, the local initiative is "Keep Louisville Weird". They produce a map and directory of local business, have created an APP and provide collaborative marketing opportunities to their members. This holiday season they have created a promotion called "Shift your Shopping". There is a contest that requires patrons to show receipts from 5 local businesses and they are entered to win $1000 in gift certificates from local businesses.

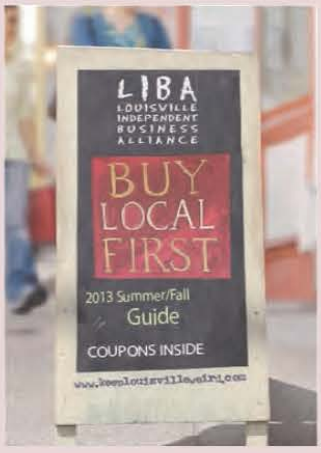
Annual Events

To get started, Sheboygan can participate in one or all of the below annual events.

Small Business Saturday This is a national initiative to help small merchants and aims at encouraging shoppers to shop at local merchants the Saturday following Thanksgiving. Tens of millions of Americans participated last year. www.shopsmall.com

Independents Week This is the first week in July and connects going local with independence and freedom. AMIBA facilitates the event and offers assistance. www.AMIBA.net/indieweek

Shift Your Shopping This is a joint effort throughout the holiday season led by New England Local Business Forum, Business Alliance for Local Living Economies and American Independent Business Alliance (AMIBA). The promotion aims to build upon strengthening local economies, job creation and sense of community. www.ShiftYourShopping.org



Wisconsin Avenue and New York Avenue limits automobile and pedestrian circulation between the Library, Weill Center and John Michael Kohler Art Center, a situation which is further compounded by the presence of large blank walls and surface parking lots on the eastern portion of these blocks.

The concept shown envisions a future mixed-use development which accommodates multi-story development and an additional pedestrian connection between the John Michael Kohler Art Center and 8th Street. The 50 residential units of and 28,000 square feet of commercial space shown in the concept introduces significant evening and weekend activity while creating mid-sized commercial spaces currently lacking in the downtown market.

Although the concept envisions redevelopment of the entire block, significant improvements could be made even if the structure itself remains. For instance, the reintroduction of vehicular and pedestrian traffic on New York Avenue, and the reintroduction of all or a portion of the on-street parking on 8th Street will help re-integrate the building into the historic block pattern. Streetscape amenities, decorative murals and additional windows could also help to improve the character of the building in the short term.

Encourage Housing and Urban Development

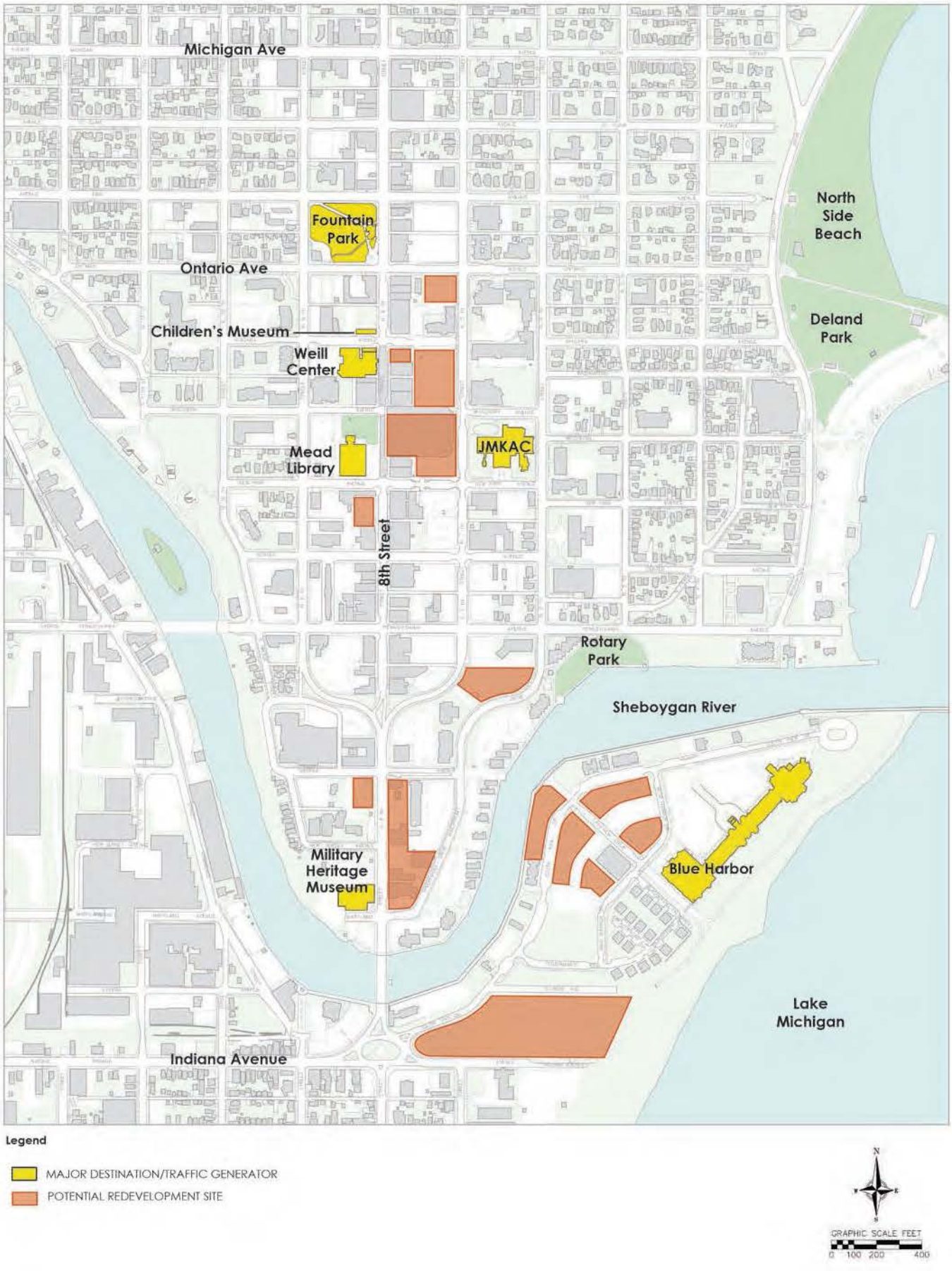
The market analysis determined that not only is downtown Sheboygan's residential market share far less than it should be to create a balanced market, but that downtown residential properties also experience consistently high occupancy. This high demand for downtown residential options, coupled with anticipated population and employment growth in traditionally rental-oriented market segments creates significant opportunities to introduce additional residential units into downtown. The growth of downtown's residential population has a disproportionately positive impact on local business growth than population growth which occurs elsewhere in the City. Not only are downtown residents twice as likely to frequent downtown businesses, they also improve safety by providing additional eyes on the street and enhance the perception of vitality for visitors by adding foot traffic and boosting customer demand during off-peak hours.

Residential growth offers the most immediate opportunity for new development, but professional space demand is also expected to increase over the next decade once excess supply is absorbed. Because Sheboygan has consistently attracted campus-oriented companies, there is potential for larger office developments on the Boston Store site between 7th and 8th Streets, the Pentair site on South Pier or vacant Riverfront lot adjacent to Prairie States. Sheboygan also has a significant number of small firms and work-from-home and satellite workers which could be attracted to renovated upper floor office spaces, including co-working or shared work spaces. As with downtown residents, increased downtown employees will drive year-round demand for restaurants and services and create an additional customer base for downtown restaurants and retail businesses.

New retail development is also likely to be delayed until existing vacancies have been filled. Current commercial lease rates downtown remain competitive with several first floor vacancies and under-utilized space which can accommodate near-term growth at lower cost than new construction. The exceptions to this include: owner-driven construction such as gas stations and pharmacies, which are more likely to occur on the periphery of downtown, mixed-use developments with first floor commercial, and additional South Pier development with land lease arrangements. As downtown's economy continues to improve, it is also likely that the ratio of service businesses to traditional retailers will increase, consistent with nationwide trends. However, this shift may actually increase overall demand for space since some space sizes and layouts that the service sector demands are currently not available downtown.

Potential expansion of senior apartment facilities following the relocation of the nursing home facility represents a near term opportunity to increase the downtown residential population.

Map 7.2: Housing and Urban Development Elements



The sustained level of new investment in Harbor Centre over the past ten years is testament to the efforts of the City to create a desirable development environment. However, many individuals outside the area are unfamiliar with the local market and unwilling to enter the market without a compelling reason to do so. Targeting developers with specific experience in downtown and mixed-use projects to participate in the planned Developer Summit in 2014 will create the opportunity to showcase the market and individual development opportunities to a select group. The recent decision by the RDA to make many properties available for sale (instead of just for lease) will also be helpful in attracting outside investors who prefer outright control of their site. Compiling and making available a master list of available property in downtown will make it easier for prospective businesses to assess space availability and costs. Working with property owners to ensure that spaces are marketed effectively on various online sites is also beneficial, especially for a community such as Sheboygan which attracts prospective businesses from its significant pool of long-time visitors.
In addition to increased marketing and exposure of Sheboygan as a development-friendly and growing market, the BID, City and RDA can take a number of proactive steps to promote investment by existing property owners. For instance, the City could alter existing programs to encourage the conversion of under-utilized upper floor space into residential units. Once several conversions have been completed, hosting a loft tour to introduce downtown residential options to the public and simultaneously inform property owners that conversion to upper-floor residential can effectively double downtown building incomes. Several of these programs are highlighted in the sidebar on the following page. The City can also play a role in facilitating development on key sites by securing options on individual buildings or working with local investors to identify priority sites and development objectives to reduce the risk associated with site acquisition.

Further engaging potential stakeholders by creating opportunities for them to invest directly in downtown can accelerate Plan implementation. It is common for BIDs to have separate charitable arms which can accept tax-exempt contributions to support special projects, such as streetscape improvements or programming. Similarly, with the rise of local investing and crowd funding, many communities have groups of investors which have formed in order to acquire and restore priority properties within their community. These groups typically focus on acquiring and restoring key sites or iconic properties, to productive use while also providing a return for investors.

As the City works to boost private sector investment in downtown, it simultaneously needs to take steps to ensure that investors see continued returns from their properties by promoting a quality downtown aesthetic. This includes continued investment in traditional services such as street maintenance and upkeep, but also regulatory practices such as establishing design standards and vacant building registries to prevent blighted properties from impacting adjacent property values. Design standards for 8th Street emphasize complementary signage, storefront and façade treatments, and preservation and restoration of historic structures to enhance downtown aesthetics. New developments will be required to create complementary structures which retain traditional downtown architectural features and improve the pedestrian experience along the entire span of 8th Street. The City should continue to promote its design assistance and matching fund program in the context of the new design standards

Map 7.3: Conceptual Redevelopment Plan for 8th Street Gateway

while also promoting available state and federal tax credits as a tool for promoting quality renovations.

As new development is implemented along 8th Street, current height limitations and parking requirements will need to be addressed to facilitate larger infill and redevelopment projects which can further transform the area. Oftentimes artificially high parking requirements make downtown redevelopment unfeasible. Attracting residents or professional tenants to higher quality space will require underground parking facilities. This additional cost will require additional units in the form of additional floors, and/or municipal assistance to create an economically viable project. Any assistance should be reflective of the actual need for the parking to make the project marketable to potential residents and businesses, and not simply to meet the parking requirement in the existing City code. Shared parking should be encouraged in the downtown to reduce costs and maximize parking use. Relying on public parking – with no minimum parking requirements - for small retail/ service developments can make otherwise infeasible infill projects desirable for developers. The potential to incorporate existing parking utility owned land and municipal support for projects could provide additional revenue for the parking utility and make for better redevelopment projects.

Upper Floor Housing Programs

A number of communities have utilized existing funding sources to create programs which encourage renovation of upper floors of historic properties. Provide residential units in these spaces meet the need for residential options in downtown while also improving the economic returns from ownership of historic properties.

The **City of Oshkosh** operates one example of a successful Project HOME upper floor residential program. Project HOME, which is funded through the US Department of Housing and Urban Development (HUD) is targeted at creating decent, safe and affordable housing, improve the appearance of older properties and stabilize older residential areas. Under these guidelines, units created through the program must comply with tenant income and rent restrictions set by HUD for a 5 or 10 year affordability period. While using federal funding sources requires strict compliance with building codes, and often more paperwork, the program can provide up to 50 percent of project costs, or $25,000 per unit created or repaired.

Downtown Beloit has created an Upper Floor Housing Grant using funds from its downtown TIF district. The program is administered by the Downtown Beloit Association, and provides 15 percent of project costs up to $15,000. Grant funds are directed to a local lender to be held in funding reserve for the project and paid as reimbursement from receipts on project expenses.

Covington, Kentucky operates a CDBG funded Upper Floor Residential Rehab program. The program assists with redevelopment of upper floor vacant space into quality rental housing. Funding will supply up to 50 percent of the total cost, or $20,000 per unit. Projects must meet financial thresholds including 1.2 debt coverage ratio and 90 percent loan to value. Funds are provided in the form of a 0 percent interest deferred loan, which is forgiven if the property remains in compliance for the full five years. Fifty one percent of tenants in these units must qualify for LMI status under CDBG guidelines.

The 8th Street Gateway site represents a key connection between South Pier and the 8th Street/Riverfront areas. The Maritime Heritage Museum and several for-sale parcels are located on the block. This block also represents one of the targeted areas for streetscape improvements, which could be accomplished in conjunction with new development in the area. The rendering illustrates Maritime Heritage Museum façade improvements and a brownstone-style apartment or condominium development on the east side of 8th Street. A residential development in this location would create significant waterfront views for residents, integrate low-cost rear garage entry for residents based on site topography, and create sufficient space for 78 units, all while preserving public parking on Riverfront Drive. The potential for acquisition of a larger site and presence of predominantly smaller one-story structures on most of the site also create significant potential to generate economic returns from by increasing density, making it possible to recruit private sector partners for development.

Conceptual Redevelopment Plan for 8th Street Gateway

Before

After

Connect and Cross-Market

Recommendations within the first two core strategies are primarily focused on enhancing individual sites, corridors, or districts within Harbor Centre. The third strategy; Connect and Cross Market, focuses on improved integration and connectivity within the district as a whole. The role of connecting and convening district elements is best served by the BID, and successes within the first two strategies will be less far reaching and impactful if the objectives associated with connecting and cross marketing are not met. The objectives associated with this core strategy fall into two distinct segments; physical connections and psychological connections. Harbor Centre has long struggled with physical connection and significant planning efforts have been conducted without success to determine the feasibility of bridges and trolley systems to better connect disparate areas in downtown. Regardless of the vehicle, it is recommended that physical connections be made to emphasize flexible routes and timing which will allow the operator to adjust to seasonal changes and incorporate emerging destinations.

High priority physical connections include both streetscape and roadway investments. Some of these improvements were discussed previously, such as enhancing the streetscape along key blocks of 8th Street, Niagara, New York and Pennsylvania Avenues and the re-connection of Wisconsin and New York Avenues. Additional longer term infrastructure improvements will include a new street connecting Illinois and Indiana Avenues to occur in conjunction with future development in the South Pier area. These improvements are indicated in Map 7.2.

The potential to introduce a pedestrian bridge across the Sheboygan River connecting Blue Harbor to Riverfront has frequently been discussed. If engineering and funding issues can be resolved, this may present a future opportunity to improve pedestrian mobility between these two key retail destinations.

Additionally, discussions are underway with the Transit Authority to expand the current event Trolley service on a more regular basis. This type of flexible vehicle can improve transportation around downtown, especially for families and older visitors, with the added benefit of having drivers serve as de facto concierges for Harbor Centre attractions. A more permanent trolley could have dedicated and signed stops which coincide with pedestrian wayfinding, making it easier and more intuitive to use.

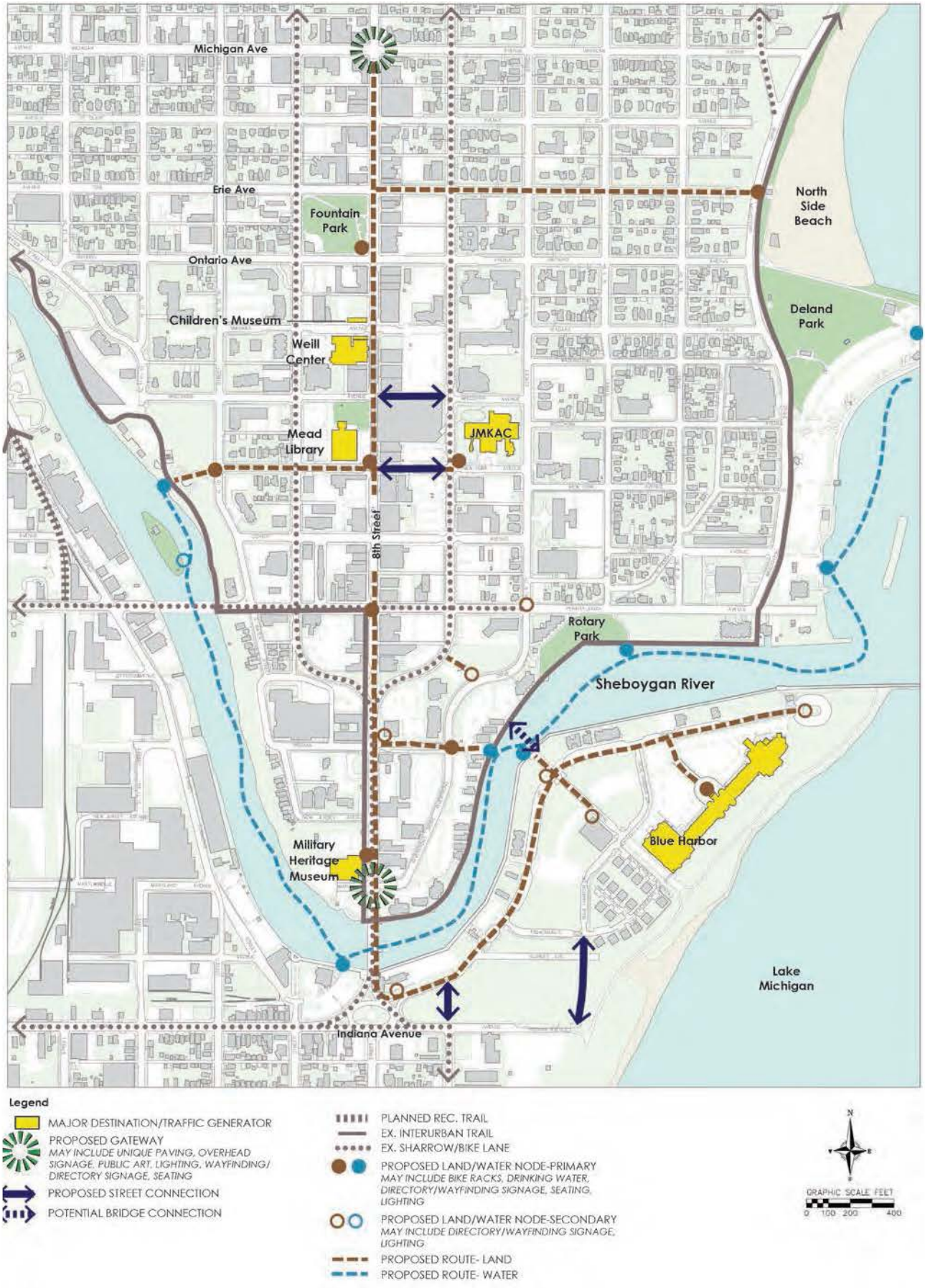
Longer term, partnerships with the Transit Authority or Chamber/Tourism may allow Harbor Centre to complement this service with a unique water based service which will enhance downtown's connection to the water and create an attraction in and of itself. More importantly, both services allow for the ability to easily add new stops to the route and scale services based on season and demand.

The Library Plaza redevelopment concept, illustrated on page 46, while not a new development, has significant potential to increase activity in the center of 8th Street. The concept transforms the aging sunken fountain into an interactive play and seating area. Creating an at-grade hardscape area at Library Plaza provides additional options for events that are not easily accommodated in Fountain Park alone.

Investment in non-automotive infrastructure is equally important, as the presence of pedestrian and cycling activity is a key component of a vibrant and active downtown. The most critical enhancement is the introduction of pedestrian-oriented wayfinding signage. Incorporating both map kiosks at major destinations and smaller intermediary directional signage at various intervals throughout downtown will make it easier to navigate around downtown, provide information on potential destinations and reassure visitors that they are headed in the right direction.

Physical and virtual wayfinding tools will help visitors navigate Harbor Centre and educate them about relevant retail, services and amenities in the district.

Map 7.4: Connect and Cross Market Elements



Alternative Transportation Programs

Bike Share Programs

Bike share programs have been gaining in popularity nationwide. Although many programs focus on high-tech high-profile projects in larger communities, there are multiple smaller examples of successful bike share programs which can be useful in Sheboygan. The City and County already have a strong local bike heritage with active cycling groups and events. Promoting additional bike transportation will facilitate connectivity between Harbor Centre and adjacent neighborhoods, and also provide options for visitors and locals to access various amenities without driving and parking.

Ad Hoc Bike Shares

This low-cost program provides non-managed access to a local pool of shared bikes. These systems are informal, and rely on the honesty and integrity of users for consistency. Bikes are typically distinctive (to make them identifiable and avoid theft), and have some 'recommended' guidelines for use in terms of geography. The program would need indoor winter storage, and a designated repair center to address mechanical issues. These programs are most frequently used by locals, as the bikes are less predictable and not available at individual locations in quantities to support tourist groups. Since Sheboygan already has established bike collection and restoration programs, this could be easily implemented in the City. Portland's Yellow Bike Project and Madison's Red Bike fleet are both examples of these ad hoc systems. Programs are maintained by volunteers, with Budget Bike in Madison assuming a coordination role.

Low-Overhead Bike Shares

In contrast to the credit-card and reservation-friendly nationwide bike share platforms, these bike shares rely on bike stations placed near specific destinations or activity centers. Bikes have a common locking system, with keys checked out and returned to these centers, which coordinate to manage the program. This allows for bikes to be located in fixed and predictable locations, and at relatively low cost. Several firms manufacture software which can be used to manage the system, which requires no other infrastructure beyond bikes and specialized locks. However, they are not available at all hours, and a number of partners will need to be identified to make the program a success. Washington DC's Capital Bikeshare provides bikes with 1 day, weekly and annual membership options. Reservations are made online via credit card, with keys picked up at any number of downtown member destinations.

Water Taxi Programs

Savannah, Georgia is home to the Savannah River ferry system, which includes three ferries which transports visitors across the river. The ferry receives a majority of its funding from the room tax and $100,000 annually from the state department of transportation via the local Transit Authority. The ferries cost approximately $100 per hour to operate, or $133,000 per year per ferry. The ferry is now free to ride, but used to earn approximately $60,000 in annual revenue from a $1 fee for crossing. Use has grown since 2001 when only 289,000 annual passengers used the system. The ferry service is coordinated by the International Trade and Convention Center and operated by the River Street Riverboat Company.

Sarasota, Florida recently explored a regional water taxi system serving several area tourism destinations. The Capital cost for a tourism-oriented route was determined to be $150,000 per vessel, with a minimum of two boats per route and a spare available for breakdowns. The pilot route was anticipated to cost $500,000 in year one operations, excluding capital expenses. This cost assumed a 7-day per week schedule operating year round. A Sheboygan service operating 3-4 days per week during May-September would cost significantly less than this amount. The Sarasota service assumed that a $2 fare would cover as much as 50 percent of operating costs.

The bulk of downtown shopping activity will always be conducted at least partially on foot, but the size of Sheboygan's downtown requires a secondary means of transportation, most easily achieved through cycling. Making cycling a more visible element of downtown through increased lane markings, additional signage and the introduction of signature bike racks will cause more people to consider cycling as an option. Implementing some form of bike sharing service may be desirable to better facilitate cycling as a viable option among visitors. The case study on page 45 profiles some of the services best suited for Sheboygan.

Physical improvements such as those discussed previously can have a significant impact on the traffic patterns of visitors already in downtown. However, a well-executed marketing and communications strategy will actually increase the number and frequency of visits to downtown businesses. Signature events and general marketing materials such as the website currently provide a tool for showcasing individual businesses and sponsors, but additional coordinated effort to focus and target messages to individual audiences will increase the potential for customer crossover between destinations.

This can be accomplished at a micro level by individual business partnerships (i.e. dinner and a show packages) but also by creating several packaged messages targeted at a specific demographic segment, allowing businesses to brand themselves within the district. One highly effective way of accomplishing this is to create a digital 'app' for Harbor Centre. This app could incorporate all of the information from the website such as a district map and list of businesses by category. However, it could also allow users to filter by their own criteria, for instance searching for businesses and attractions which are 'open evenings' or 'family friendly'.

Library Plaza Redevelopment Conceptual Rendering

Before

After

8 Implementation Plan

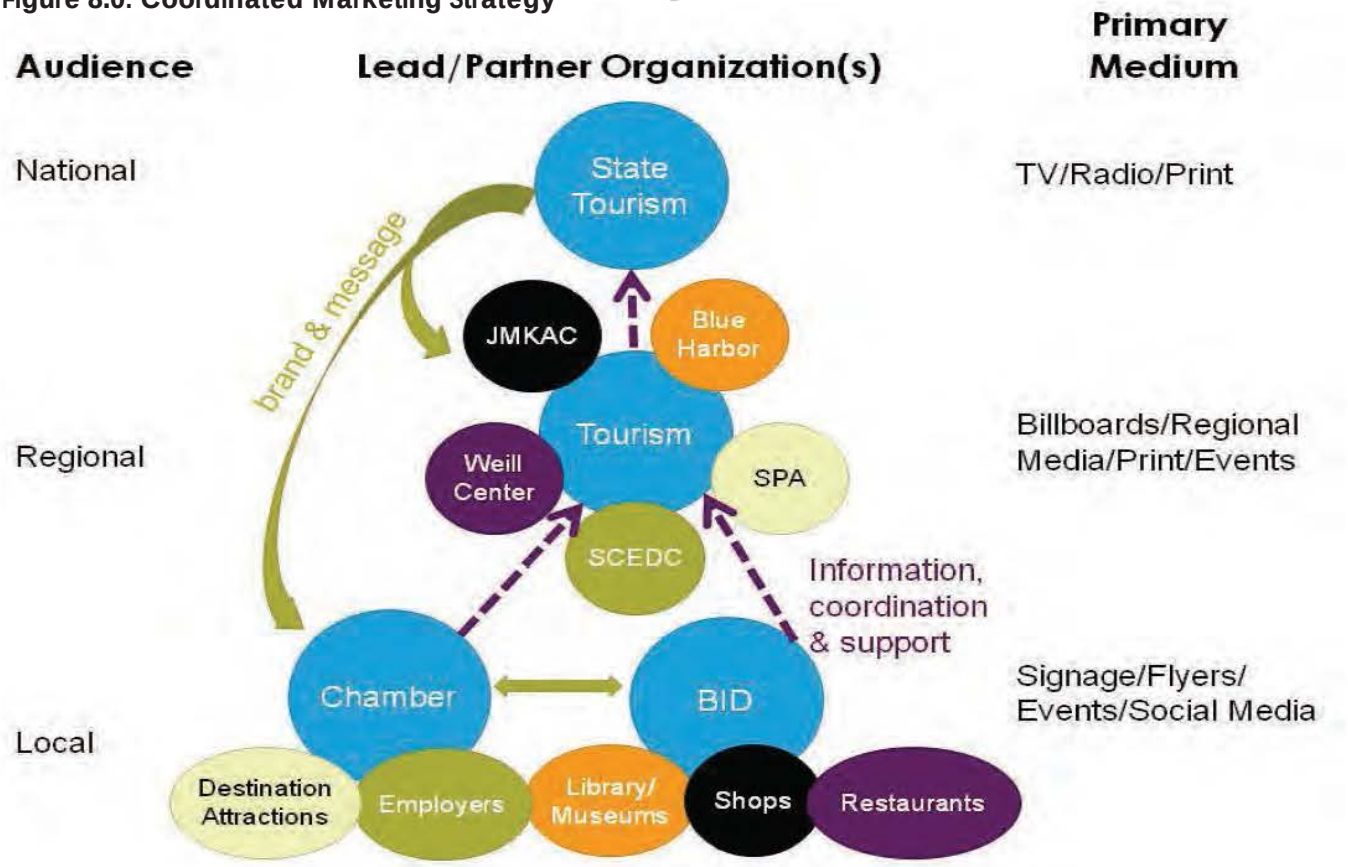
Chapter seven includes many recommendations within each of the three core elements introduced in the Plan. Some can be implemented easily and quickly with existing resources, while others will require cultivating additional partnerships and funding sources. This chapter provides a framework for identifying and approaching partners. The chapter is divided into a discussion of strategic partnerships, funding partners, and BID operations, and includes a detailed five-year work plan and a set of benchmarks to measure and demonstrate progress.

Strategic Partnerships

Sheboygan is fortunate to have a number of long-standing civic and cultural partners, many of which have dedicated pools of members, volunteers, staff and visitors which are Harbor Centre supporters. Many of these entities have had significant success in accomplishing their individual missions, but could benefit from increased coordination. Confusion between groups and among the general public about the roles and responsibilities of individual partners should be resolved through expanded communications and joint marketing initiatives. Improving communication among these organizations can help maximize efficiency both through economies of scale and better coordination of event calendars and messaging.

The regional Sheboygan Performing Arts group meets regularly to coordinate scheduling and performances, but other arts and cultural organizations are not engaged in these efforts. Creating an Arts, Culture and Attractions committee at the BID level is a first step toward coordination. A key topic for one of the initial meetings is the roles and responsibilities of various organizations for marketing and promotions. The initial discussion should focus on ways to coordinate messages, coordinate advertising purchases to achieved reduced rates, and identify underserved market segments. The graphic below provides an example of a coordinated approach to marketing activities.

Figure 8.0: Coordinated Marketing Strategy



Once all partners understand the strategy, focus and budgets for other organizations, the group can coordinate marketing, event calendars, and fundraising to maximize the success of all organizations. Planning further in advance for marketing and events will also create additional opportunities for co-promotions and discounted advertising rates, further maximizing organizational dollars.

Partners will be needed to assist with program design and implementation. For instance, the Transit Authority has a strong interest in transportation and circulation-related initiatives, while Lakeshore Technical College and UW Sheboygan can provide resources, skills and information useful to programs such as app development, visitor surveys and Arts, Culture and Food District programming.

Funding Partners

There are opportunities to seek funding from sources outside the BID and City for several initiatives. The most promising opportunities are listed below. In general, the ability to demonstrate to funding agencies that an individual project is incorporated within a larger vision and that the community has demonstrated success with related initiatives significantly increases the potential of receiving funding. The following section outlines several funding programs which may be a good fit for action items included in this Plan. Private sector funds will also be critical to this Plan's success, and will be attracted as a result of the increased economic activity, increased property values and predictable development climate created through implementation of Plan recommendations.

Public Funding Sources

Community Development Block Grant (CDBG) Housing Program

As an entitlement community, the City receives CDBG funding directly from the department of Housing and Urban Development (HUD). Although the City has a number of active programs which use these funds, additional monies are available. Working with HUD to realign the City's Charter to incorporate additional downtown-focused programs which are consistent with the goal of providing 'decent, safe and sanitary' housing for low-to-moderate (LMI) residents can create additional dollars for property rehabilitation.

Wisconsin Department of Tourism Joint Effort Marketing

Administered by the Wisconsin Department of Tourism, the Joint Effort Marketing Grant funds new events focused on tourism activity in Wisconsin. Startup events are eligible for a three-year declining funding stream which supports 75%, 50%, and 25% of promotional costs. Awards are based on the number of visitors anticipated to attend an event, and applications are reviewed in April and September. Similar programs are also available for expansion of existing events or one-time events.

Wisconsin Arts Board

The Wisconsin Arts Board serves as a clearinghouse for many different grant programs which may be suitable for future arts activities within Harbor Centre. For example, the creative communities grants, reviewed each February, provide up to 50% of funding for local arts and arts education programming. Applicant projects must be less than three years old or represent an expansion of an existing activity.

WEDC Community Development Investment Grant

Applications for this new WEDC program can be submitted in one of three tiers of projects. The program has a rolling deadline as long as funds are available, and is focused on funding catalytic projects in a community. Examples include: preservation of a landmark historic structure, redevelopment of a key site, and gap financing to make a large development project move forward. However, a City can only submit one application for a larger tier project per year ($100,000 and up), and the grant can only comprise 25% of project costs. Smaller planning or feasibility study projects of up to $50,000 can also be submitted.

Tax Increment Financing (TIF)

The City of Sheboygan has successfully used TIF in a variety of projects for several decades. TIF is useful in support of real estate and infrastructure projects which will directly result in an increase in taxable value for properties within a tax increment district (TID). Maps of the City's current TIDs are available on the SCEDC web page, and past policy documents state that a 5:1 increment to cost ratio is preferred. In the future, the City may be able to capitalize on a closing district to create a housing loan fund which could be used to assist with affordable housing construction or rehabilitation in downtown.

Museums for America

Funds are available through the Institute of Museum and Library Services to support government or non-profit organization museum planning, programming, equipment purchase, technology upgrades, and collections stewardship. Eligible projects can receive grants of up to 50% of program costs. Applications are due annually in December.

Other, smaller projects identified in the recommendations are intended to be self-sustaining or, potentially, profit-generating. Examples of this include art banner programs, co-working spaces and Buy Local programs. In addition to their ability to attract new partners and investors, these types of programs frequently incorporate public auctions, membership dues or other revenue streams which ultimately build dedicated pools of program supporters.

Private Funding Sources

A number of private foundations exist for funding projects having to do with arts, culture, and community development. There are over 700 foundations dedicated to funding these types of projects within Wisconsin alone, and of those over 25 are based in Sheboygan county. Foundations vary greatly in the types of projects they support, and even individual foundations may change their goals from year to year, so project-specific research is warranted to be sure that any foundations that are approached for funding are a good fit for that particular project. Because of the changing goals within and between foundations, the key to successful funding often lies in building a relationship with a representative of that foundation prior to applying for funding. See Figure 10.5 in the Appendix for a complete list of Wisconsin based private foundations.

Plan implementation will be a community-wide effort.

Strategic Work Plan

The following pages include a 5-year strategic work plan to guide implementation of the Harbor Centre Master Plan. The work plan is sorted by the three core recommendations, with multiple goals, objectives and action items associated with each. This work plan is intended to serve as a guide for both the BID and its partners, and to be feasible given existing budgets and staffing. A supplemental one year work plan is also included which further subdivides activities into specific tasks which can be assigned to individual committees or groups. While the plan attempts to provide a sufficient level of detail to focus and guide efforts, it also includes sufficient flexibility to allow the BID to adapt to the requirements of future funders or to attract partners who will be able to take ownership of individual initiatives.

Elements included in the work plan are sequenced, with longer term items building on the success of previous initiatives to sustain momentum, leverage outside funding streams and ensure a coordinated focus within each of the core areas. Within the work plan, each action item is associated with a specific timeframe, anticipated cost and potential implementation and funding partners. In order to further guide efforts, the Steering Committee classified individual action items as high, medium and low priority. Given the limited staffing and resources, this prioritization will allow the BID Board and staff to focus first on high priority items, addressing lower priority items as time allows or by recruiting local partners to take the lead in these areas.

The one-year work plan is an example of how pulling items out of the 5 year plan according to priority and available resources can create a yearly schedule and checklist to ensure actions are taken at appropriate times and build upon prior successes. Mapping out a yearly strategy also builds flexibility into the plan- if specific actions or items require additional time (or less time) than anticipated, the schedule can be adjusted accordingly. As seen on the example one year work plan on the following pages, the first few months of the year are the most active, including several new initiatives and contacts, and the workload eases up throughout the year to allow for maintenance of on-going actions and refinement or growth of initiatives as they gain momentum.

Table 8.1: 5 Year Strategic Work Plan

Item #	Objectives and Action Items	Core Strategy Achieved	Priority Level (High, Medium, Low)	Timing	Strategic Partners	Cost & Funding	Benefit
Goal: Extend Business Improvement District boundaries north to Michigan Avenue.							Incorporate emerging entertainment and nightlife cluster into the BID, improve ability to leverage arts and culture cluster as center point for district.
1	Implement Associate Member program to allow businesses on north 8th Street to participate in BID events and marketing.	Arts, Culture & Food	Medium	Year 1	BID	$0	Improved BID finances, increased ability to leverage range of downtown businesses, and inclusion of Fountain Park event space within the BID.
2	Formally look to expand BID Boundaries to include JMKAC and properties along 8th Street to Michigan Avenue.	Arts, Culture & Food	High	Year 2	BID, City	Legal Fees, if applicable	Raises additional revenue, expands BID to reflect public perception of 'downtown' and increased effectiveness of marketing.
Goal: Establish an Arts, Culture and Food District							Provide programming, streetscape amenities, marketing and events to reinforce existing strengths, enhance sense of place and promote relationship between art, culture, entertainment and dining establishments.
3	Formally designate Arts, Culture and Food District and incorporate arts district messaging into branding and marketing materials.	Arts, Culture & Food	High	Year 1	BID, Arts Partners	$1,500	Establish 8th Street brand as an arts, culture and food district and create associated marketing and branding materials.
4	Work with local marketing experts to update or refresh branding and introduce arts, culture and food taglines.	Arts, Culture & Food	High	Year 1	BID, Marketing Partners	$0	Presence of a coordinated brand and associated taglines and imagery to reinforce Arts, Culture and Food theme.
5	Increase activity at Library Plaza, continue concert series and Chalk Art Festival, introduce and expand family friendly events.	Arts, Culture & Food	High	Year 2	BID, Marketing Partners	$1,500	Increased activity on the street, increased patronage from local and regional family populations and expanded time spent downtown by family visitors.
6	Coordinate with JM Kohler Art Center to expand public art within cultural core (i.e. Children's Museum, Boston Store Walls).	Arts, Culture & Food	Medium	Year 2	JMKAC, Property owners, BID, Children's	$30,000	Improved downtown aesthetic, enhanced arts district presence and boundary definition.
7	Create a Buy Local, Dine Local Marketing Campaign.	Arts, Culture & Food	Medium	Year 2-5	BID, local businesses	$1,500-$5,000	Utilize national best practices and resources to promote shopping local to emphasize the amount of unique and locally-owned establishments. Small Business Saturday, 350.org and Restaurant Week campaigns are all potential programs which would be successful in Sheboygan.
8	Explore potential for arts coop or arts incubator space in downtown to grow local arts presence.	Arts, Culture & Food	Low	Year 2	Property Owners, BID, Local Artists or ArtSpace	$15,000 for ArtSpace team assessment	Explore potential for arts cooperative or arts incubator space in downtown.
9	Work with restaurants to promote LOCAL food options.	Arts, Culture & Food	Low	Year 1-5	BID, local businesses	$0	Meet market demand for locally-produced food in support of national trends and building on Sheboygan assets.
Goal: Install streetscape amenities to reinforce art, culture and food district and encourage pedestrian activity throughout downtown.							Increase investment from property owners and local and regional developers to provide market supported uses within Harbor Centre.
10	Install arts and culture oriented streetscape enhancements, focusing first on key connections, including 8th Street north of the River and Niagara.	Arts, Culture & Food Connect & Cross Market	High	Year 2-5	City, BID, JMKAC, Arts Groups	$15,000 per block (combined with other initiatives)	Improves pedestrian experiences and connections and reinforces major routes between destinations. Introduces opportunities to reinforce art, culture and food district messaging.
11	Renovate Halprin fountain to increase utilization of library plaza and create additional event and family friendly space in core of downtown.	Arts, Culture & Food	Low	Year 3-5	Civic Partners	$5,500 design fee for plaza, $40,000 for modified fountain, $100,000 for jumping jet water feature	Improve pedestrian aesthetics, create additional event space and address issues associated with maintenance and repair of existing water feature.

Item #	Objectives and Action Items	Core Strategy Achieved	Priority Level (High, Medium, Low)	Timing	Strategic Partners	Cost & Funding	Benefit
Goal: Increase awareness and understanding of Sheboygan market opportunities among property owners, investors and developers.							Increase investment from property owners and local and regional developers to provide market supported uses within Harbor Centre.
12	Host regional developer summit to provide overview of Sheboygan market, tour available sites and discuss infill and redevelopment options.	**Urban Housing & Development**	High	Year 1	Tourism, City, BID	$5,000, already budgeted	Build on 2013 realtor tour with a regional developer and broker summit to present Sheboygan opportunities and introduce real estate professionals to the Sheboygan market.
13	Promote opportunity to purchase RDA owned development sites in and adjacent to downtown.	**Urban Housing & Development**	Low	Year 1	RDA, Local Development Partners	$0	Diversify pool of developers and investors interested in downtown Sheboygan, promote flexibility in development opportunities.
14	Obtain options/pricing on or acquire parcels at key sites to create marketable larger redevelopment options for market supported uses and to improve aesthetics and pedestrian experience.	**Urban Housing & Development**	High	Year 1-5	RDA, Local Development Partners	Unknown	Develop strategy for property assembly and/or financial support available to redevelop key sites along 8th Street corridor.
15	Provide an additional 50 downtown residential units by 2015.	**Urban Housing & Development**	High	Year 1-2	RDA, Local Development Partners	$0	Coordinate with developers experienced in market supported residential development, including young professionals and empty nesters, art/design professionals and/or other segments identified in housing market study.
Goal: Improve economic returns and reduce vacancy for property owners in downtown.							Increase private sector investment in downtown real estate infrastructure and create opportunities for building restoration.
16	Develop and maintain a master list of available property (sale and lease) information for downtown properties, and encourage individual property owners to more effectively market properties.	**Urban Housing & Development**	High	Year 1	RDA, City	$0	Improved ability to address prospective business needs and increased awareness of business opportunities in downtown.
17	Promote upper floor unit creation/renovation through possible adjustment in CDBG program.	**Urban Housing & Development**	Medium	Year 3-5	RDA, City	$60,000 CDBG	Utilize national best practices and existing funding source to promote higher value economic uses on upper floors of downtown buildings. Enhance property values and downtown residential population.
18	Host downtown loft tour to highlight variety of residential options available downtown and educate property owners on costs and returns associated with property updates.	**Urban Housing & Development**	Low	Year 3-5	City	Funded through ticket sales	Increased awareness of downtown residential options among the general public and educate property owners on the cost/benefit of utilizing available programs to renovate downtown properties.
Goal: Preserve downtown property values by improving aesthetics.							Protect private investment by stabilizing and improving property values and aesthetics within the Arts, Culture, and Food District
19	Establish design standards to encourage quality design and support private investment in building improvements.	**Urban Housing & Development**	High	Year 1-2	City	$0	Improved downtown aesthetics and support for private investment through stable property values and design standards.
20	Continue to promote design assistance and matching fund programs for façade improvements.	**Urban Housing & Development**	High	Year 1-2	City	$0	Improved downtown aesthetics and support for private investment through stable property values and design standards.
21	Promote use of federal and state historic tax credits to support renovation of historic properties.	**Urban Housing & Development**	Low	Year 1-2	Historic Society, RDA, BID	$0	Facilitate preservation and enhancement of existing historic properties, which were identified as one of the most attractive and appreciated elements of downtown.

Item #	Objectives and Action Items	Core Strategy Achieved	Priority Level (High, Medium, Low)	Timing	Strategic Partners	Cost & Funding	Benefit
Goal: Preserve downtown property values by encouraging quality renovation and development activity.							Enable local investors and stakeholders to invest directly in downtown Sheboygan, and improve the ability to strategically assemble and renovate properties.
22	Revise/implement parking policy and design guidelines to encourage higher density development in key locations.	Urban Housing & Development	High	Year 1-2	City, Parking Utility	$0	Support transition to structured parking as new developments occur to reduce surface lots in downtown and provide additional parking options. Explore redevelopment of underperforming lots.
23	Explore the creation of a local investment group or trust which can purchase, restore and operate properties in Harbor Centre.	Urban Housing & Development	Medium	Year 2-3	City	$0	Improve ability to deal strategically with distressed properties or to assemble key parcels for development.
24	Partner with an existing foundation, or create a separate 501c3 charitable arm for the BID to accept private and foundation contributions to support plan implementation.	Urban Housing & Development	Medium	Year 2-3	City	$0	Provide a source of funding for capital investments and larger initiatives, create opportunities to engage additional stakeholders in Harbor Centre.
Goal: Improve mobility within the BID by promoting alternative modes of transportation.							Increased local customer base and frequency of visitation, improved connectivity between districts, reduces long-term parking demand.
25	Install decorative bike racks at key locations throughout downtown.	Arts, Culture & Food Connect & Cross Market	Medium	Year 1	Sheboygan County, City, BID, JMKAC	$15,000 for custom racks in entire district	Improves ease and awareness of bicycling within downtown, reinforces art district theme.
26	Enhance and connect family friendly amenities by incorporating bike programs and bike oriented events.	Arts, Culture & Food Connect & Cross Market	High	Year 2-4	BID, Bike Clubs, Civic Partners	$0	Encourage existing customer to try biking to downtown destinations. Explore participation in established biking activities such as Bike to Work Day or Bike-In Movies. Ensure that bike events cater to priority markets.
27	Consider locating shared bikes throughout downtown to encourage additional bike trips and facilitate longer connections by visitor groups.	Connect & Cross Market	Low	Year 2	City, CVB, BID	$0-$250,000	Introduce cost-effective ways to explore downtown without driving and parking. Program options range from free loaner bike program to pay-for-use stations.
28	Explore interim options for seasonal trolley service beyond event days.	Connect & Cross Market	High	Year 1-2	City, BID, Transit Authority, Marina, Waterfront businesses,	$40,000	Improves connections between downtown districts, destinations and waterfront. Also, adds a fun, family amenity
29	Research options or a seasonal and flexible water taxi service or "Duck Boat". Develop budget, funding options and identify minimum ridership needed.	Connect & Cross Market	Medium	Year 1-2	City, BID, Transit Authority, Marina, Waterfront businesses, CVB	$10,000 for formal study	Improves connections between downtown districts, destinations and waterfront. Also, adds a fun, family amenity
30	Once funded, begin the taxi/Duck service.	Connect & Cross Market	Medium	Year 3-4	City, Tourism, Private Sector	$100,000 per year operating, potential Blue Harbor Room Tax Funding	Improves connections between downtown districts, destinations and waterfront. Also, adds a fun, family amenity which can serve as an additional attraction in downtown.

Item #	Objectives and Action Items	Core Strategy Achieved	Priority Level (High, Medium, Low)	Timing	Strategic Partners	Cost & Funding	Benefit
Goal: Improve wayfinding and navigation within the BID to encourage visitors to explore additional businesses or amenities.							Increase customer crossover between businesses and destinations downtown and capture additional customer spending.
31	Install pedestrian wayfinding signage and maps throughout downtown.	Connect & Cross Market	High	Year 2	City	$15,000	Improves connections between downtown districts, destinations and waterfront to orient visitors and customers and identify major destinations and attractions.
32	Work with Lakeshore Technical College, UW Milwaukee or other local source to develop a wayfinding smartphone APP which promotes business, events and provides walking, biking and drive maps.	Arts, Culture & Food Connect & Cross Market	Medium	Year 1-2	BID, LTC	$5,000	Provides information on businesses and amenities, but also directions, maps, and distances to between attractions. Allow visitors to plan trips to downtown by providing recommendations for 'add on' destinations.
33	Establish additional street connection through Pentair site to provide additional access to South Pier and mitigate event traffic.	Connect & Cross Market	Medium	Year 2-5	City	$60,000 per street	Provide additional entrance/exit for South Pier residents and visitors and improve navigation to South Pier from Indiana Avenue.
34	Re-establish and enhance street connections at Wisconsin and New York.	Arts, Culture & Food Connect & Cross Market	Low	Year 2-5	City	$60,000 per street	Improves connections between major attractions, Library, Arts Center, Theater, Children's Museum
Goal: Support coordination among local and regional tourism, event and consumer marketing to leverage investment and establish common messages.							Grow and expand regional reputation of Sheboygan as a tourism destination and retain BID market share of regional visits.
35	Coordinate cross-marketing & promotions between businesses and destinations downtown.	Arts, Culture & Food Connect & Cross Market	High	Year 1	BID	$0	Increased awareness of downtown options, improved connections between entities and businesses with common customer demographics.
36	Clarify marketing roles and establish a system of cross-marketing and support among regional and local entities.	Arts, Culture & Food Connect & Cross Market	High	Year 1-5	BID, local businesses	$0	Coordinate and streamline messaging, and leverage group purchase opportunities for media and marketing materials.
37	Coordinate local and regional events to maximize attendance and strategically time events to benefit businesses.	Arts, Culture & Food Connect & Cross Market	High	Year 1-5	BID, local businesses	$0	Meet market demand for locally-produced food in support of national trends and building on Sheboygan assets.
38	Work with local businesses to accommodate locally-demanded consumer goods within existing businesses (i.e. family dining, ethnic food options, quick lunch menus).	Arts, Culture & Food Connect & Cross Market	Medium	Year 1-5	BID, local businesses	$0	Meet market demand for family-oriented dining options to support branding.
39	Encourage formation of a downtown residential organization to coordinate and communicate with downtown residents.	Connect & Cross Market Urban Housing & Development	Low	Year 3-5	Local Neighborhood groups, property	$0	Expand ability for City, BID and other entities to access and market to downtown residents. Facilitate identification of residential trends, concerns and opportunities.

Table 8.2: Example One Year Work Plan

Item	5 Yr Action Item(s)	Description	Month											
			1	2	3	4	5	6	7	8	9	10	11	12
1	1	Develop Associate Member Rate/Benefit Structure for businesses not in the BID.	●											
2	13	Create one page information sheet on RDA owned properties, including sale/lease options.	●											
3	13	Communicate property purchase opportunity to local financial institutions, real estate and development groups, highlighting high priority sites now available for sale.	●											
4	16	Improve and maintain master list of vacant storefronts, available properties and development sites in downtown by size and price. Work to increase availability of property data on free commercial listing sytems and City website.	●											
5	19	Formally adopt design guidelines for Arts/Culture/Food District	●											
6	32	Reach out to educational partners to secure partnership for smartphone wayfinding APP development.	●											
7	3, 4	Establish Arts, Culture and Food Committee with monthly meeting.	●											
8	35,36,37	Establish roles and responsibilities for marketing and promotions activity.	●											
9	4	Host marketing and branding discussion to refresh/enhance BID logo and develop associated taglines.	●											
10	1	Approach North 8th Businesses for Associate Membership.	●	●										
11	13	Send monthly email highlighting one available property to database of local/regional businesses, investors and economic development partners.	●	●	●	●	●	●	●	●	●	●	●	●
12	35	Identify common and affiliated marketing messages and themes to better retain and enhance Sheboygan's brand.		●										
13	37	Establish an online master calendar of events for Sheboygan area to maximize event attendance and facilitate event timing to benefit local businesses.		●										
14	22	Review existing zoning ordinance to require minimum of 2-story development, eliminate surface parking as an allowable use on 8th Street, and encourage structured parking as part of new developments.		●	●	●								
15	37,38	Compile existing data on events, businesses and destinations, including category, relative pricing, location, contact information and hours of operation.		●	●	●								
16	14	Determine purchase price or secure option on land at key sites downtown.		●	●	●	●	●	●	●	●	●	●	●

Item	5 Yr Action Item(s)	Description	Month											
			1	2	3	4	5	6	7	8	9	10	11	12
17	3	Formally approve Arts, Culture and Food District.			●									
18	4	Create arts & culture version of BID logo and tagline for promotional materials.			●									
19	12	Schedule date, venue and transportation for regional developer summit.			●									
20	20	Create brochure highlighting design guidelines, design assistance and façade grant, and promote success stores with before and after photos. Include 'common project' guide highlighting typical improvements such as awnings, signage and windows, along with typical cost range for each project.			●									
21	35	Encourage businesses to plan coordinated marketing and specials associated with individual events, and pursue joint purchase discounts for advertising.			●									
22	28	Work with Transit Authority and Civic Partners to expand Trolley operations beyond event days.			●									
23	12	Work with City to develop market data handouts, speakers, tour itinerary and marketing materials for developer summit.				●								
24	12	Assist City in identifying regional developers with significant urban experience and extend personal invitations to participate in summit.				●								
25	5	Develop an annual calendar of arts, culture and food events in Harbor Centre.				●								
26	20	Mail brochure to all property owners in downtown.				●								
27	21	Reach out to developers/architects with historic preservation tax credit experience to promote use of tax credit program to interested property owners.				●								
28	32	Solicit additional information from organizations, businesses and destinations to populate smartphone APP.				●								
29	28	Create trolley route map and online scheduling site to provide convenient access to trolley information.				●								
30	28	Install pole-mounted trolley stop signs to market service and indicate stop locations.				●								
31	15	Reach out to individual developers with multifamily experience in high end urban residential.				●	●							

Item	5 Yr Action Item(s)	Description	Month											
			1	2	3	4	5	6	7	8	9	10	11	12
32	32	Refine Smartphone App- Create 'lists' of coordinated destinations highlighting Sheboygan assets, i.e. 'family-friendly','arts & culture','nightlife' Also create searchable categories for commonly desired features such as 'indoor/outdoor', 'free', and 'close to me'.					●							
33	5	Explore opportunities to expand existing or new events to incorporate additional arts, culture and food elements.					●	●	●	●	●			
34	5	Identify sources of musicians, performing artists and street performers and solicit performances at key locations on event days or key evenings.					●	●	●	●	●			
35	12	Participate in Regional Developer Summit.						●						
36	32	Launch smartphone APP, and promote downloads with contests, scavenger hunts and associated marketing.						●						
37	29	Continue research into flexible water taxi system to address long-term circulation needs.						●						
38	12	Follow up with participating developers to identify interest in available sites/solicit input on Sheboygan market perceptions.							●					
39	15	Determine financing or market gap preventing development of higher-end housing.							●					
40	6	Work with Plan Commission to establish standards for public art program.							●	●	●			
41	25	Approach arts, cycling and other partners to develop custom distinctive bike rack design for ACF district.								●				
42	6	Work with Arts partners to establish public art theme, cost and funding for program.								●	●			
43	15	Work with RDA, local financial institutions and local employers to secure additional financing or pre-leasing commitments to create opportunity for high end project to move forward.								●	●			
44	10	Work with local arts partners to develop themed art installation program for downtown.									●			
45	25	Launch fundraising for installation of new bike racks, and prioritize installation adjacent to key destinations.									●			

Item	5 Yr Action Item(s)	Description	Month											
			1	2	3	4	5	6	7	8	9	10	11	12
46	6	Solicit property owners interested in participating in expanded public art program.										●		
47	38	Work with local businesses to accommodate locally-demanded consumer goods within existing businesses (i.e. family dining, ethnic food options, quick lunch menus).										●		
48	10	Purchase materials for first year art installation project and solicit artists or art groups to create themed pieces.										●	●	
49	5	Apply for a JEM Grant through Wisconsin Department of Tourism for Arts & Culture Programming (Aug, Nov, Feb, April).											●	
50	10	Host banner unveiling/installation.												●
51	10	Schedule date for banner silent auction and unveiling of following year campaign.												●

Business Improvement District Sustainability and Operations

The majority of this document focuses on recommendations for Harbor Centre as a whole, including strategies and action items which will involve a wide variety of public and private partners to implement. However, as the entity most responsible and accountable to Harbor Centre stakeholders, the BID will serve as the convener and coordinator for these disparate groups, and will be responsible for tracking Plan progress. In order to accomplish this task, the BID will need to realign its internal structure to focus on the elements identified in the Plan. The following section provides specific recommendations for organizational and fiscal changes that can be implemented within the BID to accomplish this goal and create a more sustainable and focused organization. These changes will, in turn, allow the BID to provide a measurable and well-defined set of services to Harbor Centre property owners and businesses.

Fiscal Recommendations

The BID is a special assessment district that assesses properties within its boundaries to provide programs and services beyond what is provided by the City. The BID includes both taxable and tax-exempt properties along 8th Street, the Riverfront and South Pier. Because they do not pay property taxes, government and non-profit properties also do not pay the BID special assessment. The BID has a 2013 operating budget $138,000, which is small relative to the large geographic area that it covers, and does not allow the BID to provide the type and quality of programming which will drive traffic to all areas of Harbor Centre. The following section provides a two-phased approach to expanding the BID's revenue base over time to allow for a consistent level of event activity and marketing which can have a measurable impact on downtown activity.

1. Phase 1
   - Create a PILOT Program. A payment in lieu of taxes (PILOT) contribution program should be created to encourage non-profits and government agencies to contribute and support the BID.
   - Expand the BID boundaries up to Michigan Avenue on 8th Street and 9th Streets. Business on 8th Street north of Ontario are interested in being included in the BID so that they can benefit from the services the BID provides, such as marketing, promotions and special events. Expanding the BID connects this area of downtown to the rest of downtown. An expansion will also provide additional uses and growth opportunities to central downtown. An expansion to this area at the current BID assessment formula will bring an additional $30,000 in revenue, a 22% increase, bringing the budget to $168,000.
   - Increase BID website ad revenue. BID website advertisement rates should be increased as the website gets more visitors.
2. Phase 2

   Create a Membership Program. For businesses outside of the district that want to participate in the BID's marketing and promotions programs, the BID should consider creating a membership contribution program. The BID fee minimum is $200. The membership fee for business outside of the district can start at $200 or more. The proposed rate structure is below:

Type	**Membership Fee**
Retail/Restaurant	
Less than 1,000 sq. ft.	$200
1,001-2,500 sq. ft.	$400
2,501-5,000 sq. ft.	$800
Over 5,000	$1,000
Commercial	
Less than 5000 sq. ft.	$500
5,001-15,000 sq. ft.	$1,000
15,001-25,000 sq. ft.	$1,500
Over 25,0001 sq. ft.	$2,000

Future BID revenues are projected in Table 8.3, factoring in the various changes recommended above.

Organizational Recommendations

The BID's current work plan includes a diverse group of activities ranging from business recruitment, marketing, promotion, tourism, event development, and coordination. Given that the BID has only one full time staff person, this work plan results in a scattered approach to service delivery, rather than a measurable impact in areas where the BID can have a significant impact. Furthermore, special events are very time- and resource-intensive and require a dedicated and focused approach in order to make an impact. Fortunately, the City and SCEDC have demonstrated a commitment to business outreach and recruitment, and are well-positioned to take the lead role in these efforts. Similarly, the BID can support its partners and members which are actively engaged in regional tourism marketing, while focusing its own programs on attracting local market visitors. These two user groups effectively complement one another by increasing peak season tourism and locally-driven shoulder, off-seasons and weeknight traffic. The following recommendations illustrate how this shift in focus will impact marketing, promotions and events planning.

1. Advocacy/Coordination. The BID should take an active role in advocating for the downtown and its businesses. BID staff can play the role of convener with City officials, community leaders and arts and non-profit agencies to implement many of the suggestions in the Harbor Centre Master Plan.
   - Liaise between the City and the downtown businesses and property owners.
   - Monitor and advocate for the implementation of wayfinding signs.
   - Monitor and advocate for the pedestrian and bicycle streetscape improvements that are recommended in the Master Plan.
   - Support and encourage the City to create an Arts, Culture and Food District for downtown.
   - Convene and coordinate the Kohler Arts Center, the Children's Museum, the Theater and the Library in marketing and promoting an Arts, Culture and Food District.
2. Marketing & Promotions. The BID should create marketing campaigns and promotions that are targeted at local residents and employees. Promotions should encourage people to go into shops and restaurants, like Ladies Night. The BID should highlight the entities that are already driving pedestrian traffic, such as the Library, Kohler Arts Center, the Theatre, and the Children's Museum. Collaborating with these existing traffic generators will bring additional customers to downtown businesses.
   - Create a Map and Directory listing of all members of the BID.
   - Create a Mobile App, including a Map & Directory, either in partnership with the existing App Brewery at the University of Wisconsin at Milwaukee or by working with Lakeshore Technical College or UW Sheboygan to establish a similar partnership.
   - Convene the District's Promotions and Event Committee to develop coordinated marketing efforts that include arts and culture organizations, shops, and restaurants.

Table 8.3: Future BID Revenues

	Current BID Revenue	Proposed BID Revenue
Assessment	$124,000	$154,000 (includes expansion -$30,000)
PILOT (County, City, Kohler)	0	$15,000 (assumes 2 @ $7500 each)
Membership	0	$200-$2000 (assumes 1-10 new members at $200)
Interest	$600	$600
Website Income	$570	$570-$1000
Ladies Night Income	$2500	$2500
Market Days Sponsorship	$10,000	$10,000
Harvest Fest Sponsorship	$1000	$1000
TOTAL REVENUE	**$138,670**	**$183,870-$186,100**

- Encourage and promote all hours, all-ages entertainment, cultural and dining opportunities.
- Work with downtown restaurants to promote family friendly options.
- Create and promote a Buy Local/Shop Local/Dine Local campaign.
- Continue installing Holiday Décor.

3. Targeted events to the local population and families. Events are time- and resource-intensive and need to be targeted to make an impact. The purpose of downtown events should be two-fold; to create a positive image of downtown, and to encourage foot traffic into businesses. If the event does not do these two things, especially the second, then the BID should not be directly involved in the event. The event should also generate some revenue for the BID if it is to be sustainable. The target audience for events should be local residents. A successful local event can also attract tourists who are in town, especially if held during off-peak periods, but this audience should not be the focus of marketing efforts. Events should also be spread throughout the downtown so that they benefit each area and they should be targeted to different audiences (i.e. families, 20 and 30 year olds, downtown workers, men, women, etc.)
   - Refine and refocus current BID events to attract the local market. The BID should not administer events that don't fit this recommendation. Current events include: Market Days Music and Trolley, Riverfront Music, South Pier Music, 4th of July, Ladies Night, Harvest Fest, and Holidays & Ice Rink. A first step in refining these events will be to survey attendees of existing events to determine what demographics are attracted to each type of event. Events can then be marketed more effectively and refined to focus on individual market segments for each event.
   - Create an event that encourages sales and creates foot traffic (i.e. Ladies Night or a wine/beer/food tasting in each store).
   - Create an event that ties into the Buy Local/Shop Local campaign.
   - Create events that promote and complement the Arts, Culture, Food District once it is established.

It is recommended that the BID retain its current committee structure and add an additional Arts, Culture and Attractions Committee. The revised committee structure is outlined below:

- Executive Committee: The Executive Committee is made up of the BID President, Vice President, Secretary, and Treasurer. The committee oversees the basic structure of the organization. This committee should also be charged with implementing Harbor Centre Master Plan.
- Budget and Finance Committee: The Budget and Finance Committee oversees the annual budget preparation and periodic review of budget expenditures.
- Promotions and Events Committee: This committee is made up of board members and other community stakeholders. It will oversee branding the district, creating marketing and promotions, and working on district events.
- Economic Development Committee: This committee should work on creating supportive policies and programs to encourage residential development. It should also work with the City and Redevelopment Authority to encourage urban development. Business recruitment and retention should be left to the Sheboygan County Economic Development Corporation and the City.
- Arts, Culture, Attractions: This committee should include the Library, JMKAC, Weill Center and performing arts groups, the Children's Museum, County Tourism and any other related entities. The purpose of this group is to encourage and implement the Arts, Culture and Food District initiatives to foster collaboration around events, marketing and promotions to further brand the district.

The new work program suggested above is tailored to enhance and implement the core strategies that are recommended in Harbor Centre Master Plan. The above recommendations are designed to streamline the BID's efforts so that it can make the most impact within the anticipated revenue structure.

It will be important that the City of Sheboygan strengthen its downtown economic development and business recruitment efforts. It will be the City's responsibility to implement the capital improvements, public space improvements, and public space management that are recommended in this Master Plan. One of the most important things that the BID can do for the downtown business and residential community is to advocate on their behalf. The role of convener, coordinator, and advocate will be invaluable when it comes to encouraging the City to implement many of the items in this Master Plan. A sample benchmark measurement plan is provided on the following page so the BID can successfully track and measure its progress and demonstrate its value to downtown businesses and property owners.

Figure 8.4: Benchmarks

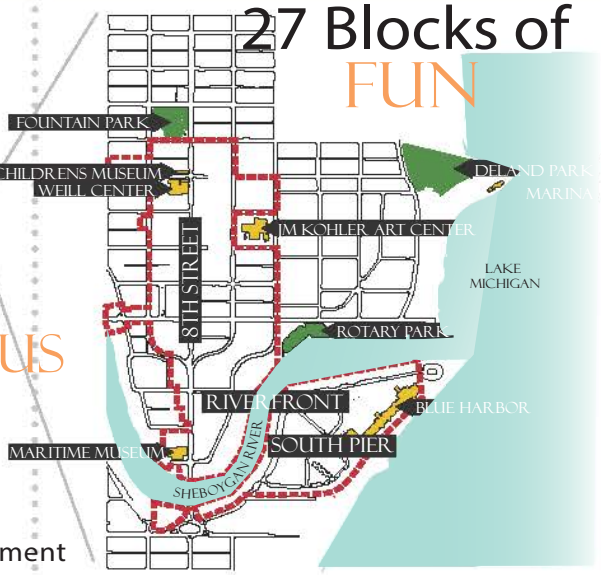
How are we doing?

HARBOR CENTRE
DOWNTOWN/RIVERFRONT/SOUTH PIER | SHEBOYGAN

MISSION

To preserve and enhance the Harbor Centre district as a vital social and economic hub of Sheboygan.

27 Blocks of FUN



CORE AREAS OF FOCUS

- Sustainable BID Operations
- Leverage Arts, Culture and Food Cluster
- Encourage Housing and Urban Development
- Connect and Cross Market

BY THE NUMBERS

By focusing on our mission and core areas of focus, we will achieve the following objectives:

Goal:	Current Measure:	10-yr Target
Achieve market share of housing units	28 new units planned	400 new units
Retain share of professional employment	12% of City Professional Jobs	150,000 SF new professional space
Reduce vacant storefronts	18 long-term vacancies	Maximum 5 long-term vacancies
Improve storefront appearance	Design standards underway	25 storefronts improved
Increase local spending capture	$3,200 per household spent downtown	$5,100 per HH spent DT
Increase cross marketing	Limited	Regular Marketing Coordination
Increase attendance at signature events	Unknown	20% Increase
Increase net private investment	No current development proposed	$40 million in net private investment
Increase BID approval rating	Unknown	90% approval

1 yr | 5 yr | 10 yr

Target | Current Measure

Contact the Harbor Centre Business Improvement District
920.452.6921 | bidmanager@harborcentre.com
621 S 8th Street, Sheboygan WI 53081

9 8th Street Design Standards

In order to preserve property values and improve the overall pedestrian experience on 8th Street, a set of design standards has been developed. The standards are intended to encourage high quality design which complements the historic and pedestrian-oriented character of downtown Sheboygan. These standards apply to properties with frontage on North 8th Street between Indiana and Michigan Avenues.

The presence of quality design standards also protects individual property owners and businesses by preventing adjacent properties from becoming blighted or creating blank spaces in downtown which discourage pedestrians from exploring businesses elsewhere in downtown. In fact, many property owners benefit from improvements to adjacent properties through increased foot traffic and higher rental rates and resale values.

This impact is evident in multiple national studies which found an average of 34 percent higher property value increases in commercial districts with design standards versus other comparable districts in the same city (City of Tucson, 2002). In Sheboygan, several local property owners have experienced similar increases. For instance, four of the best preserved historic properties in the 500 and 600 block of North 8th Avenue rank in the top ten highest valued properties in all of Harbor Centre (based on improvement to land value). The Johnston's Bakery building is another recent local example of a property renovation which has resulted in measurable increases in customer traffic as a result of improved aesthetics.

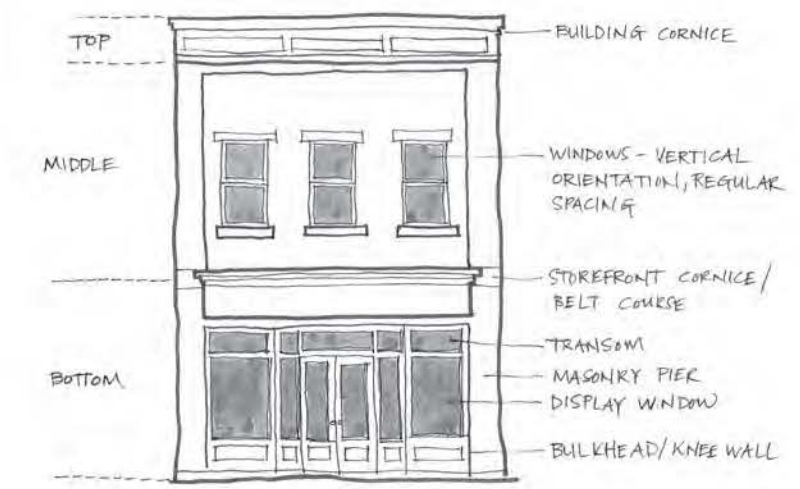
Well-preserved and restored buildings enjoy measurable increases in lease rates and resale value.

The 8th Street design standards provide guidance for individuals modifying, renovating or constructing buildings along North 8th Streets, and have been divided into two sections. The first section provides guidance for modifications to existing properties, while the second section provides additional information relevant to new construction.

Eighth Street features a number of historically significant properties and wide variety of architectural styles which create a unique downtown experience.

8th Street Design Standards: Existing Buildings

Traditional Facade Components



+: *Center building has maintained historic facade, with traditional ground-level storefront windows and vertical orientation of windows on second floor.*

-: *Building at left has drawn blinds obscuring ground-level restaurant, a cabinet sign that is oversized for the facade, horizontally-oriented second floor windows, and lacks architectural elements such as a decorative cornice. Building at right has obscured the historic facade with vinyl siding, has diagonal wood paneling at the ground floor, and does not match the historic window patterns of its neighbor.*

Existing Buildings:

GENERAL DESIGN REGULATIONS

Building Scale and Massing

- Buildings shall maintain a distinction between the street-level façade and upper floor facades, with the first floor being more transparent and the upper floors being more opaque.
- The historic distinction in floor heights between the ground floor and upper levels should be expressed through details, materials, and fenestration. The presence of a belt course is an important feature in this relationship.
- A pattern of similar façade shapes, window/door openings, and details shall reflect historic structures in the area and be present for buildings on the same block.
- The alignment pattern of horizontal features (window moldings, tops of display windows, cornices, copings, parapets, etc.) on building fronts should be maintained across historic and new structures along 8th Street.
- Elements of corporate/franchise architecture may be permitted, but shall respect and fit in with surrounding properties.

Building Ground Floor Treatment & Interface with the Public Realm

- Ground floors of buildings along 8th Street shall contain commercial uses.
- The ground floor of all commercial/ mixed-use projects shall be developed to encourage pedestrian activity and provide for pedestrian interest along the street. Ground floor facades shall maintain the historic scale of building facades and key elements such as storefront windows and transoms. At least 60% of the first floor façade facing 8th Street shall be clear, non-tinted windows or entrances.

- Spandrel glass, highly reflective surfaces, and tinted glass are prohibited along the ground floor of 8th Street. Such surfaces may be used above ground level for decorative purposes only.
- Windows along 8th Street shall not be obscured by paper, vinyl coverings, unapproved signage, or interior walls.
- A "bulkhead" or "kneewall" of 24 inches to 30 inches is required between first floor windows and the ground.
- Windows shall allow views into the shop working area, and/or lobby. Display cases may be incorporated into interior spaces where open glass storefronts are not feasible.
- Shades/curtains and window treatments at ground level are discouraged. Window treatments for any windows shall be manufactured for such use.

Building Materials

- Materials for buildings fronting 8th Street shall be authentic and shall not mimic other materials (e.g., materials with faux wood grain are prohibited). High-quality, long-lasting materials such as fiber cement siding may be used for facades of buildings that do not front along 8th Street.
- Every effort shall be made to preserve, and not remove, historic storefront materials (original plate glass, stone columns and piers, original doors, original brick, original trim, etc.).
- Concrete block (smooth or decorative split-face), stucco/EIFS (smooth, natural, or textured synthetic), metal, plywood, pressboard, unfinished precast concrete, diagonal siding, board-and-batten surfaces, and poured-in-place concrete shall not be used on building facades or walls that are visible from streets, driveways, sidewalks, alleys, or parking areas.
- Ground face, glazed block, synthetic stone, smooth/textured synthetic stucco or plaster, wood trim, and decorative metal shall be used only for decorative accent purposes and limited in use on building facades.
- Whenever possible, reconstruction of existing buildings/storefronts should be based on physical evidence or historic photographs of the building.
- Façade materials shall be horizontally oriented.
- Vinyl and aluminum siding is prohibited.

Typical Storefront Materials

+: *Building at left has maintained the historic windows and brick on the second floor.*

-: *Building at left has replaced ground floor facade with vertical wood panels and painted brick. Building at right does not maintain the window opening pattern established by its neighbors, has shutters, has a sloped mid-facade roof instead of an area for signage, and has replaced traditional large storefront windows with a blank wall and small high window openings.*

+: *Center and left buildings have maintained all aspects of their historic architecture, including authentic materials (brick, painted wood, glass), large storefront windows, full second floor windows, traditional signage placement, a beltcourse, decorative cornice, and a kneewall.*

Façade Color

- The color scheme shall be sensitive to the time period of building construction, architectural style, materials, relationship to surrounding buildings, and location/district of building.
- Facades shall make use of a primary façade color and various accent colors – see Specific Design Regulations by District for more details.
- Painting of brick and masonry is prohibited. The restoration of painted brick and masonry surfaces is encouraged.
- Colors for building walls and storefronts shall be compatible for shops that occupy multiple-storefront buildings.

Lighting

- Lights shall not move, flash, or make noise, except in the case of historically accurate theater marquees.
- Site lighting shall provide a sense of safety without having a negative effect on neighboring properties. Lighting shall be located, aimed, or shielded to minimize glare, sky glow, and stray light trespass across property lines.
- Lighting along 8th Street shall be designed for pedestrians.
- Projecting light fixtures, such as shaded gooseneck fixtures used for externally illuminated signs, shall be simple and unobtrusive in appearance.

-: *Buildings without a common color scheme make this block seem a bit haphazard.*

+: *Repeated use of tans, reds, and blues makes this block seem cohesive and inviting, even across variations in architecture.*

Signage and Awnings

- Outdoor neon/LED signs and interior neon/LED signs visible from 8th Street are limited to two per storefront, with the exception of historic or vintage fixtures
- Internally lit 'cabinet' type signs are prohibited on facades and in windows. Internally lit letters are permitted.
- Sandwich signs:
  a. Shall not be placed in a manner that impedes pedestrian traffic;
  b. Shall not be wider than three feet or taller than four feet;
  c. Shall be professionally designed and well-maintained; and
  d. Shall use high-quality materials that withstand the elements.
- When awnings are present, awning color shall be selected to ensure compatibility with the building and adjacent buildings.
- Awnings shall be attached below the storefront cornice or sign panel and shall not cover the piers on either side of the storefront.
- Plastic and vinyl awnings are prohibited.
- Awnings shall not project more than seven feet from the wall of the building it is attached to, and shall not be closer than one foot to the back of the curb.
- Arcades and structural overhangs of the public sidewalk are prohibited, except in the case of historically accurate theater marquees.
- New signage shall be traditional in character to complement existing historic structures along 8th Street.
- Signage is limited to one primary sign per storefront. The primary sign, if present, shall be located above the storefront display windows but below the sills of the second floor windows.
- Secondary signs, when present, shall be oriented to pedestrians. Secondary signs may consist of plaques (maximum of two square feet), projecting signs (maximum of 12 square feet), or window signs (shall not cover more than twenty percent of the total glazed area of the storefront and shall not obscure the display area).
- Projecting signs larger than 12 square feet are prohibited. Projecting signs shall not project more than 4.5 feet from the face of a building, shall not obscure signage from adjacent buildings, and shall be adequately braced with decorative metalwork (swinging signs are prohibited).

Backlit cabinet signs do not fit the desired character of the 8th Street corridor and will not be allowed on new buildings or as replacements for existing signs.

Backlit individual letter signs are allowed.

Primary signage should be located above awnings rather than on them. Mounting these awnings lower on the building would accommodate proper sign placement.

Secondary signage should be oriented toward pedestrians.

- There shall be at least seven feet of vertical clearance between awnings and the sidewalk and at least eight feet of vertical clearance between projecting signs and the sidewalk.

SPECIFIC DESIGN REGULATIONS BY DISTRICT

Design Districts
In order to build variety and flexibility into the design regulations, the 8th Street corridor has been divided into four districts to capitalize on current trends in business mix and further strengthen the Library/JMKAC/Weill Center/ Children's Museum as the heart of the corridor. The districts are:

1. ***Waterfront/Transitional District***: Indiana to Jefferson Ave/7th-8th-9th Split (3.5 blocks)
This district serves as a transition from the Riverfront/South Pier Districts which have a distinct nautical design theme to the core downtown commercial area, with its historic buildings, urban grid street network, and mix of commercial uses and public spaces. This district is home to the Military Heritage Museum, the Chamber of Commerce, and a large redevelopment area.

Façade Color
•Neutral and natural colors (earth tones) shall be used wherever possible, with contrasting colors acceptable for secondary or accent colors. Primary/bright colors are discouraged unless used sparingly for subtle trim accents or encouraged by district guidelines. Total color palette per building: 3 colors.

2. ***Downtown South District***: Jefferson Ave to New York Ave (3 blocks)
This area is home to several restaurants and service businesses and currently caters primarily to singles/families without children due to the nature of the dining and service options (upscale local food/import market; trattoria; chocolate shop; personal services).

Façade Color
•Natural colors (earth tones) shall be used wherever possible, with contrasting colors acceptable for secondary or accent colors. Primary/bright colors are discouraged unless used sparingly for subtle trim accents. Total color palette per building: 3-5 colors.

3. ***Arts/Culture District***: New York Ave to Niagara Ave (2 blocks)
This two block stretch contains many of the regional destinations in downtown: the Weill Center for Performing Arts, the Mead Public Library, Above and Beyond Children's Museum, and is adjacent to the JM Kohler Art Center.

Façade Color
•The majority of the building shall be a natural or muted color, with contrasting colors recommended for secondary or accent colors. Bold/bright colors are encouraged, although they should coordinate with other building colors. Highly contrasting (clashing) or neon colors within a storefront or between adjacent storefronts is prohibited. Total color palette per building: 4-5 colors

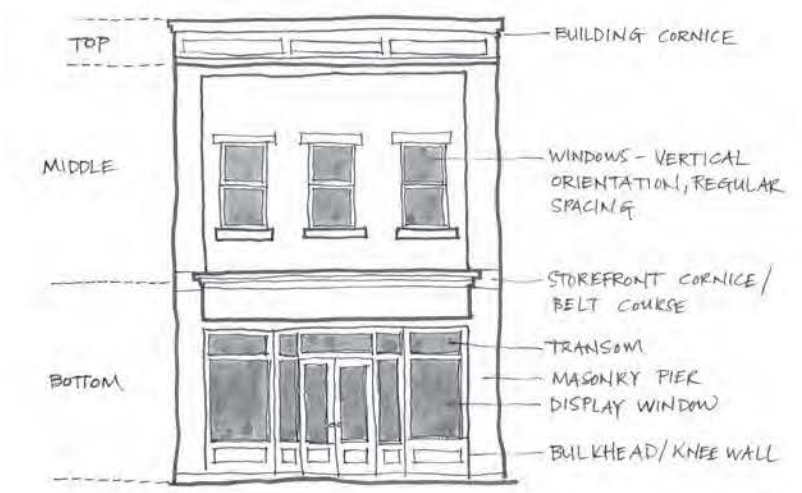
4. ***Downtown North District***: Niagara to Michigan Ave (4 blocks)
This area contains a mix of shops and restaurants that currently cater primarily to young singles or families with children (coffee shop, grocery co-op, farmers market, two bars, a diner and Fountain Park).

Façade Color
•The majority of the building shall be a natural or muted color, with contrasting colors recommended for secondary or accent colors. Bold/bright colors are encouraged, although they should coordinate with other building colors. Highly contrasting (clashing) or neon colors within a storefront or between adjacent storefronts is prohibited. Total color palette per building: 3-5 colors.

Map 8.0: Design Standard Districts & Example Color Palettes

8th Street Design Standards: New Buildings

Traditional Facade Components



The ground floor and second floor of buildings shall maintain at least 70% of the facade at or within 3' of the sidewalk edge (rather than having more than 30% of the building set back).

GENERAL DESIGN REGULATIONS

Building Scale and Massing

- Buildings shall have flat roofs.
- New buildings shall use contemporary interpretations of traditional building styles. Contemporary designs draw upon the fundamental similarities among historic buildings without copying them. New buildings shall be compatible with surrounding historic structures while being products of their own time.
- Literal imitation of older historic styles is prohibited. "Theme" restorations and attempts to create false history for new buildings are prohibited.
- Buildings shall maintain a distinction between the street-level façade and upper floor facades, with the first floor being more transparent and the upper floors being more opaque.
- Facades shall be articulated to express vertical rhythm related to structural columns and bays.
- The historical distinction in floor heights between the ground floor and upper levels should be expressed through details, materials, and fenestration. The presence of a belt course is an important feature in this relationship.
- A pattern of similar façade shapes, window/door openings, and details shall reflect historical structures in the area and be present for buildings on the same block.
- The alignment pattern of horizontal features (window moldings, tops of display windows, cornices, copings, parapets, etc.) on building fronts should be maintained across historical and new structures along 8th Street.
- Elements of corporate/franchise architecture may be permitted, but shall respect and fit in with surrounding properties.
- The ground floor and second floor of buildings shall maintain at least 70 percent of the facade at or within three feet of the sidewalk edge.

Building Height

- New buildings shall be a minimum of two stories and 30 feet in height and a maximum of four stories or 60 feet (whichever is less), unless conditional approval is granted by the Plan Commission for unique circumstances.

Building Ground Floor Treatment & Interface with the Public Realm

- Front facades along 8th Street shall be located along the front lot line to create a regular pattern of facades along the sidewalk and establish the feeling of an "outdoor room" along the street.
- Buildings with long front facades should split the facades in to "modules" that are similar in width to adjacent buildings along 8th Street. Modules may use changes in façade materials, window design, façade height, or other elements to differentiate modules. Such modules shall be architecturally harmonious with adjacent modules and/or buildings. Slight variation in alignment between façade elements on such buildings is encouraged.
- Ground floors of buildings along 8th Street shall contain commercial uses.
- The ground floor of all commercial/mixed-use projects shall be developed to encourage pedestrian activity and provide for pedestrian interest along the street. Ground floor facades shall maintain the historic scale of building facades and key elements such as storefront windows and transoms. At least 60% of the first floor façade facing 8th Street shall be clear, non-tinted windows or entrances.
- Spandrel glass, highly reflective surfaces, and tinted glass are prohibited along the ground floor of 8th Street. Such surfaces may be used above ground level for decorative purposes only.
- Windows along 8th Street shall not be obscured by paper, vinyl coverings, unapproved signage, or interior walls.
- A "bulkhead" or "kneewall" of 24 inches to 30 inches is required between first floor windows and the ground.
- Windows shall allow views into the shop working area, and/or lobby. Display cases may be incorporated into interior spaces where open glass storefronts are not feasible.
- Shades/curtains and window treatments at ground level are discouraged. Window treatments for any windows shall be manufactured for such use.

+: *A regular pattern of windows is established, facade is articulated with structural columns, main entrance lobby is called out with architectural features, quality materials.*

-: *Only one entrance for a very large building, signage above the second floor, ground floor windows go straight to the ground with no bulkhead, little variation in materials to break up the mass of the building, second floor windows lack vertical orientation.*

+: *Building at left has a recessed entrance, well placed signage (though ideally it would be centered), large ground floor windows, and has maintained the historic windows and brick on the second floor.*

-: *Building at left has replaced ground floor facade with vertical wood panels and painted brick. Building at right does not maintain the height, materials, or window opening pattern established by its neighbors, has shutters, has a sloped mid-facade roof instead of an area for signage, and has replaced traditional large storefront windows with a blank wall and small high window openings.*

+: *Center building has maintained historic facade, with traditional ground-level storefront windows and vertical orientation of windows on second floor.*

-: *Building at left has drawn blinds obscuring ground-level restaurant, a cabinet sign that is oversized for the facade, horizontally-oriented second floor windows, and lacks architectural elements such as a decorative cornice. Building at right has obscured the historic facade with vinyl siding, has diagonal wood paneling at the ground floor, and does not match the historic window patterns of its neighbor.*

- Corner buildings shall be designed to present a visually interesting façade to pedestrians on both frontages; corner entrances are encouraged for corner buildings.
- Outdoor cafes/seating areas for restaurants are encouraged where space permits to enhance the overall pedestrian character of the downtown.
- Vertical joints between façade materials should occur only at inside corners or changes in façade depth.
- Facades facing alleys and parking lots shall have high-quality materials, though the level of detailing may be less than facades facing public streets .

Doorways, Porches, and Upper Floor Windows

- Primary entrances of buildings with lot lines along 8th Street shall be oriented towards 8th Street, be clearly defined, and be at street level. Primary entrances to individual ground-level businesses shall be from the sidewalk, and not from inside lobbies or hallways.
- Entrances shall be recessed at least three feet from the front lot line.
- Entrances along 8th Street shall be open to the public during all regular business hours.
- Lobbies for upper floor residential or commercial uses shall be distinguished from ground-level business entrances.
- Access to upper floors shall be provided via staircases integrated with the main bulk of the building, not via enclosed staircases tacked on to the building façade. Access to upper floors may be provided via unenclosed exterior staircases if conditional approval is granted by the Architectural Review Committee for unique circumstances.
- Upper story windows shall have a vertical emphasis. Detailing such as muntins or mullions are encouraged where integrated into the building design; muntins and mullions shall be exposed to the exterior and not be sandwiched between panes of glass or located on the interior of the window.
- Original window openings shall be maintained. Blocking portions of window openings to accommodate standard sized prefabricated windows is prohibited.
- Shutters and bow windows are prohibited.
- Bay windows, if proposed, must be appropriate to the overall architectural style of the building.

+: *Sidewalk cafe maintains adequate pedestrian clearance from building and encloses the cafe area with a barrier; buildings establish a consistent pattern of storefront windows and awnings.*

-: *Vertical joints between facade materials should occur only at inside corners or changes in facade depth, rather than abruptly as seen above. Facades facing alleys and parking lots should have high quality materials or other aesthetic enhancements.*

+: *Center and left buildings have maintained all aspects of their historic architecture, including authentic materials (brick, painted wood, glass), large storefront windows, full second floor windows, traditional signage placement, a beltcourse, decorative cornice, a kneewall, and recessed entrances.*

-: *Building at right does not maintain the pattern established by the surrounding structures.*

Building Materials

- Materials for buildings fronting 8th Street shall be authentic and shall not mimic other materials (e.g., materials with faux wood grain are prohibited). High-quality, long-lasting materials such as fiber cement siding may be used for facades of buildings that do not front along 8th Street.
- Every effort shall be made to preserve, and not remove, historic storefront materials (original plate glass, stone columns and piers, original doors, original brick, original trim, etc.).
- Concrete block (smooth or decorative split-face), stucco/EIFS (smooth, natural, or textured synthetic), metal, plywood, pressboard, unfinished precast concrete, diagonal siding, board-and-batten surfaces, and poured-in-place concrete shall not be used on building facades or walls that are visible from streets, driveways, sidewalks, alleys, or parking areas.
- Ground face, glazed block, synthetic stone, smooth/textured synthetic stucco or plaster, wood trim, and decorative metal shall be used only for decorative accent purposes and limited in use on building facades.
- Whenever possible, reconstruction of existing buildings/storefronts should be based on physical evidence or historic photographs of the building.
- Façade materials shall be horizontally oriented.
- Infill buildings shall be composed of complementary materials similar to original adjacent facades so new projects do not stand out against adjacent historical structures.
- Vinyl and aluminum siding is prohibited.

+: *Large storefront windows, recessed entrances, preservation of second floor brick facade.*

-: *Little differentiation of storefronts along a long facade, obscured ground floor windows, large amount of ground floor window signage, historic facade obscured along ground floor, modern second floor windows that are out of character.*

+: *Building at left has maintained all aspects of its historic architecture (large storefront windows, traditional signage placement, decorative cornice, etc), center building has large storefront windows and recessed entrances.*

-: *Center building has little facade detailing, window size/style/spacing is out of character with historic patterns. Building at right is far out of scale with its surroundings and does not maintain the historic facade pattern.*

+: *Large storefront windows, traditional signage placement, historic facades along street have been maintained.*

-: *Second floor staircase tacked on to the sides of buildings, second floor windows on building at right replaced with small, out of character windows, no kneewall on building at right.*

+: *Ground floor windows provide transparency, doors are recessed from the street.*

-: *Caged second floor windows, corrugated second floor facade, poor quality of materials and lack of maintenance, no architectural rhythm to match historical structure.*

Façade Color

- The color scheme shall be sensitive to the time period of building construction, architectural style, materials, relationship to surrounding buildings, and location/district of building.
- Facades shall make use of a primary façade color and various accent colors – see Specific Design Regulations by District for more details.
- Painting of brick and masonry is prohibited. The restoration of painted brick and masonry surfaces is encouraged.
- Colors for building walls and storefronts shall be compatible for shops that occupy multiple-storefront buildings.

Parking and Driveways

- New mid-block curb cuts/driveway access off of 8th Street is prohibited.
- New parking lots fronting 8th Street are prohibited. Existing parking along 8th Street should be well screened from pedestrians in the short term with landscaping and decorative fencing and replaced with infill development in the long term. Hedges, if present, shall be maintained between 30 and 36 inches in height.
- Dedicated surface parking for single businesses is discouraged; shared parking should be considered to minimize the negative impacts of parking on downtown vitality and pedestrian activity.

-: *Buildings without a common color scheme make this block seem a bit haphazard.*

+: *Repeated use of tans, reds, and blues makes this block seem cohesive and inviting, even across variations in architecture.*

- Bicycle parking equal to at least 10 percent of the number of car stalls shall be provided as part of any public or private parking lot and shall be located as close as feasible to public building entrances or pedestrian routes connecting to 8th Street.
- Loading, trash, and utility areas shall be located at the rear of buildings and screened from all street and sidewalk views. Screening materials shall complement the building. Shared service areas between businesses are encouraged.

Lighting

- Lights shall not move, flash, or make noise, except in the case of historically accurate theater marquees.
- Site lighting shall provide a sense of safety without having a negative effect on neighboring properties. Lighting shall be located, aimed, or shielded to minimize glare, sky glow, and stray light trespass across property lines.
- Lighting along 8th Street shall be designed for pedestrians.
- Projecting light fixtures, such as shaded gooseneck fixtures used for externally illuminated signs, shall be simple and unobtrusive in appearance.

Signage and Awnings

- Outdoor neon/LED signs and interior neon/LED signs visible from 8th Street are limited to two per storefront, with the exception of historic or vintage fixtures
- Internally lit 'cabinet' type signs are signs are prohibited on facades and in windows. Internally lit letters are permitted.
- Sandwich signs:
  a. Shall not be placed in a manner that impedes pedestrian traffic;
  b. Shall not be wider than three feet or taller than four feet;
  c. Shall be professionally designed and well-maintained; and
  d. Shall use high-quality materials that withstand the elements.
- When awnings are present, awning color shall be selected to ensure compatibility with the building and adjacent buildings.
- Awnings shall be attached below the storefront cornice or sign panel and shall not cover the piers on either side of the storefront.
- Plastic and vinyl awnings are prohibited.

Backlit cabinet signs do not fit the desired character of the 8th Street corridor and will not be allowed on new buildings or as replacements for existing signs.

Backlit individual letter signs are allowed.

Primary signage should be located above awnings rather than on them. Mounting these awnings lower on the building would accommodate proper sign placement.

Secondary signage should be oriented toward pedestrians.

- Awnings shall not project more than seven feet from the wall of the building it is attached to, and shall not be closer than one foot to the back of the curb.
- Arcades and structural overhangs of the public sidewalk are prohibited, except in the case of historically accurate theater marquees.
- New signage shall be traditional in character to complement existing historic structures along 8th Street.
- Signage is limited to one primary sign per storefront. The primary sign, if present, shall be located above the storefront display windows but below the sills of the second floor windows.
- Secondary signs, when present, shall be oriented to pedestrians. Secondary signs may consist of plaques (maximum of two square feet), small projecting signs (maximum of 12 square feet), or window signs (shall not cover more than twenty percent of the total glazed area of the storefront and shall not obscure the display area).
- Projecting signs larger than 12 square feet are prohibited. Projecting signs shall not project more than 4.5 feet from the face of a building, shall not obscure signage from adjacent buildings, and shall be adequately braced with decorative metalwork (swinging signs are prohibited).
- There shall be at least seven feet of vertical clearance between awnings and the sidewalk and at least eight feet of vertical clearance between projecting signs and the sidewalk

+: *Buildings establish a consistent pattern of storefront windows/awnings/ signage. historic and architecturally appropriate materials maintained for storefronts.*

-: *Chain bracing on projecting sign.*

SPECIFIC DESIGN REGULATIONS BY DISTRICT

Design Districts

In order to build variety and flexibility into the design regulations, the 8th Street corridor has been divided into four districts to capitalize on current trends in business mix and further strengthen the Library/JMKAC/Weill Center/ Children's Museum as the heart of the corridor. The districts are:

1. **Waterfront/Transitional District**: Indiana to Jefferson Ave/7th-8th-9th Split (3.5 blocks)
This district serves as a transition from the Riverfront/South Pier Districts which have a distinct nautical design theme to the core downtown commercial area, with its historic buildings, urban grid street network, and mix of commercial uses and public spaces. This district is home to the Military Heritage Museum, the Chamber of Commerce, and a large redevelopment area.

2. **Downtown South District**: Jefferson Ave to New York Ave (3 blocks)
This area is home to several restaurants and service businesses and currently caters primarily to singles/families without children due to the nature of the dining and service options (upscale local food/import market; trattoria; chocolate shop; personal services).

3. **Arts/Culture District**: New York Ave to Niagara Ave (2 blocks)
This two block stretch contains many of the regional destinations in downtown: the Weill Center for Performing Arts, the Mead Public Library, Above and Beyond Children's Museum, and is adjacent to the JM Kohler Art Center.

4. **Downtown North District**: Niagara to Michigan Ave (4 blocks)
This area contains a mix of shops and restaurants that currently caters primarily to young singles or families with children (coffee shop, grocery co-op, farmers market, two bars, a diner and Fountain Park).

In order to create continuity along the corridor, the following regulations are general to all development. Regulations specific to a district are included at the end of this document.

Waterfront Transitional

Façade Color

- Neutral and natural colors (earth tones) shall be used wherever possible, with contrasting colors acceptable for secondary or accent colors. Primary/bright colors are discouraged unless used sparingly for subtle trim accents or encouraged by district guidelines. Total color palette per building: 3 colors.

Downtown South

Building Height

- New structures should fit in with surrounding building heights and not be significantly taller or shorter than adjacent structures unless the proposed structure can provide a transition from the height of adjacent structures to its higher portions. Maximum height difference between adjacent buildings on the same block is the lesser of one story or 12 feet.

Façade Color

- Natural colors (earth tones) shall be used wherever possible, with contrasting colors acceptable for secondary or accent colors. Primary/bright colors are discouraged unless used sparingly for subtle trim accents. Total color palette per building: 3-5 colors.

Arts/Culture

Building Height

- New structures should fit in with surrounding building heights and not be significantly taller or shorter than adjacent structures unless the proposed structure can provide a transition from the height of adjacent structures to its higher portions. Maximum height difference between adjacent buildings is the lesser of two stories or 24 feet.

Façade Color

- The majority of the building shall be a natural or muted color, with contrasting colors recommended for secondary or accent colors. Bold/bright colors are encouraged, although they should coordinate with other building colors. Highly contrasting (clashing) or neon colors within a storefront or between adjacent storefronts is prohibited. Total color palette per building: 4-5 colors

Downtown North

Building Height

- New structures should fit in with surrounding building heights and not be significantly taller or shorter than adjacent structures unless the proposed structure can provide a transition from the height of adjacent structures to its higher portions. Maximum height difference between adjacent buildings is the lesser of one story or 12 feet.

Façade Color

- The majority of the building shall be a natural or muted color, with contrasting colors recommended for secondary or accent colors. Bold/bright colors are encouraged, although they should coordinate with other building colors. Highly contrasting (clashing) or neon colors within a storefront or between adjacent storefronts is prohibited. Total color palette per building: 3-5 colors.

Map 8.0: Design Standard Districts & Example Color Palettes

10 Appendix

Entrance Activity Results: Most visited destinations in Harbor Centre

Results from Public Open House

The initial public open house event was held on September 17th at the John Michael Kohler Art Center. The event featured a keynote presentation on global trends impacting downtown, followed by an interactive open house format for participants to provide input on specific topics.

More than 150 individuals attended the event, and provided feedback on a range of issues including streetscape and urban design, Sheboygan and downtown economic trends, opportunities and threats facing Harbor Centre, and business improvement district opportunities and issues.

Station 1: Land Use & Urban Design

The land use and urban design table encouraged participants to share insights on the form and function of downtown. Most participants felt that downtown includes the area between Indiana and Michigan along 8th, extending westward to the River. This reinforces the importance of wayfinding signage at these key intersections to ensure that people can navigate to their destinations upon entering downtown. Participants also demonstrated a preference for traditional architecture and design while acknowledging the importance of the river and lakefront through their selection of Nautical themed stylings as a secondary preference.

Station 2: Business Improvement District Services

Station two introduced participants to business improvement district opportunities, including an overview of the type of services commonly provided by these districts. Participants were encouraged to provide feedback on the current BID model and the type of services which they see as valuable in the future. A majority of participants indicated support for the expansion of the BID north to Michigan, including existing BID members and businesses and property owners within the proposed expansion area. A desire for an all-ages district and increased waterfront access was reiterated in comments at this station, as well as a desire to support entrepreneurs and co-working arrangements.

Station 3: Economy & Business Mix

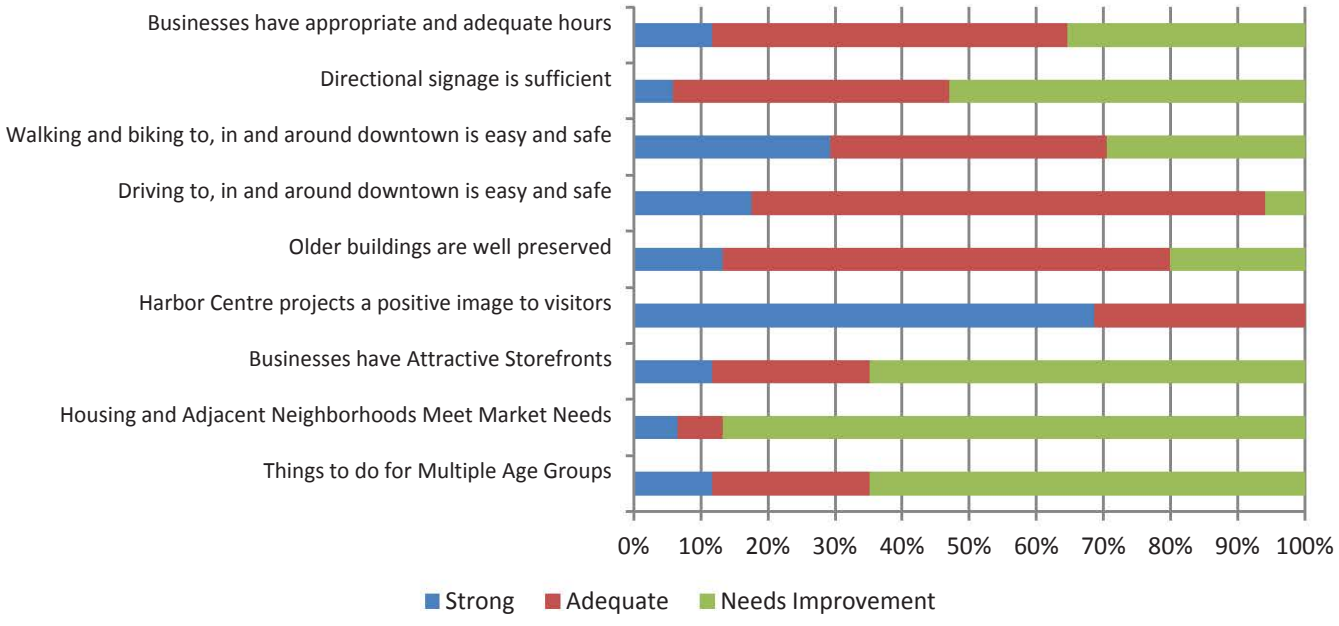
Participants were asked to rank downtown's performance according to a number of factors which are symbolic of economically successful districts. The Harbor Centre district performed the best on the positive image projected to visitors, while also receiving passing marks on the presence of well-preserved historic structures, and ease of vehicular and pedestrian circulation.

Responses were mixed on the topics of wayfinding signage and business hours, with roughly half of respondents indicating that improvements are needed, and half expressing satisfaction with existing conditions. The categories identified as most in need of improvement, illustrated in the chart below, were increased activities for all age groups and increased housing supply, with storefront enhancements ranking third.

The second activity allowed participants to identify businesses or elements which do not exist downtown but are desired in the future. The following responses were provided:

- Grocery Store/Urban farming/food (8 votes)
- Arts Coop/Center (4 votes)
- Clothing/General Retail (3 votes)
- Office/Professional Space (2 votes)
- Housing (2 votes)
- Water Taxi/Boat Rides/Water Access (2 votes)
- Information Center, Brat Museum, Less Parking, Staffed Parking Lots

Figure 10.0: Harbor Centre Strengths & Weaknesses Assessment



Public Survey Results

A public survey was made available during September of 2013. The survey was available online and also at the Mead Public Library. In total, 659 individuals took the survey. A majority of respondents were regular visitors to Harbor Centre, with 84% visiting multiple times per month. This group included a diverse range of demographics and user group, as indicated by the response to the first two questions, highlighted below:

Which of these best describes your relationship to the Harbor Centre?

- Property Owner (2.9%)
- Business Owner/Manager (5.6%)
- Work in/adjacent to Harbor Centre (20.4%)
- Live in/adjacent to Harbor Centre (10.3%)
- Live elsewhere in Sheboygan, visit Harbor Centre for shopping/dining/entertainment (53.7%)
- Visitor to Sheboygan (7.2%)

Which of the following includes your age?

- Under 25 (4.7%)
- 26-35 (15.2%)
- 36-45 (21.9%)
- 46-55 (21.1%)
- 56-65 (25.0%)
- 66 and over (7.1%)

How often do you visit destinations in the Harbor Centre, Riverfront and South Pier?

- Once a week or more (53.0%)
- A few times per month (31.0%)
- About 4 times per year (10.9%)
- About once per year (2.7%)
- Rarely/Never (2.4%)

What do you do when you visit?

Percent Visiting for:

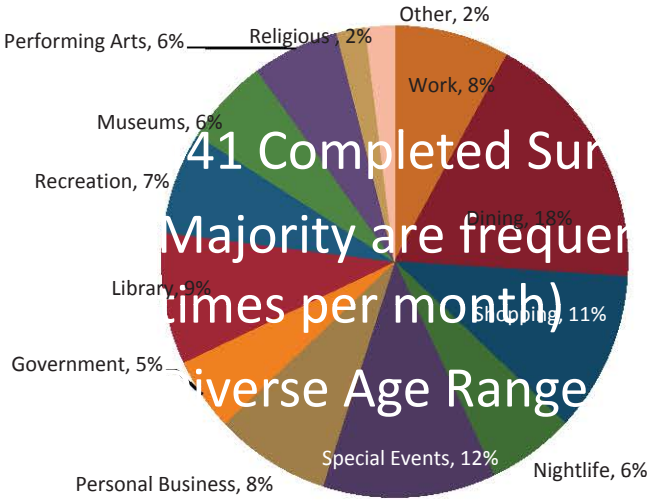


Figure 10.1: Reasons for Visiting Harbor Centre

As a result of the diverse background of respondents, more than 50 individual businesses and amenities were named as top Harbor Centre Destinations. The most frequently mentioned destinations were:

- Mead Library
- Weill Center
- Blue Harbor/South Pier
- Weather Center Cafe
- Boston Store
- Fountain Park
- Bank (generic)
- JMKAC
- Briscos/Il Ritrovo/Black Pig

If I don't come downtown, it's because (name the most influential factor)

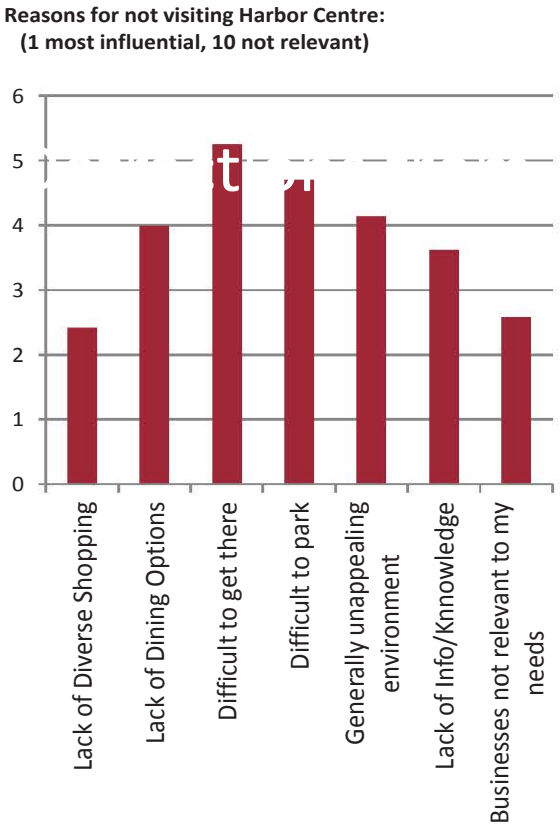


Figure 10.3: Reasons for NOT Visiting Harbor Centre

What businesses or amenities are missing from Harbor Centre? (write in responses)

- Grocery (21%)
- Clothing (16%)
- Family Friendly (12% - various amenities)
- Bookstore (5%)
- Gift/Specialty Stores (5%)
- Ethnic Food (5%)
- Convenience/Drug Store (4%)

Although input from the public meeting and stakeholder interviews indicated that the Harbor Centre performs well in many ways, survey respondents welcomed improvements in nearly every facet of downtown. The top priority improvements were more clearly defined, but still demonstrated variability among various demographic groups.

Which improvements are important to enhancing the Harbor Centre District in the next five years?

- More downtown housing (68%)
- More convenient & affordable parking (63%)
- More parks & active green spaces (60%)
- More arts & culture (56%)
- More pedestrian & bicycle friendly (55%)
- More restaurants (54%)
- More nightlife & entertainment options (54%)
- More festivals & events (53%)
- More activities/amenities for families & children (51%)
- Improved access to and use of Lake/River (51%)
- More information about Harbor Centre businesses & events (51%)
- More jobs and businesses downtown (46%)
- More restored and renovated buildings (45%)
- Cleaner & more beautiful downtown (44%)
- More shopping choices (41%)

Which of these items is the most important?

1. More shopping choices (22.6%)
2. More jobs & businesses downtown (10.7%)
3. More restored & renovated buildings (9.3%)
4. Cleaner & more beautiful downtown environment (7.7%)
5. More nightlife & entertainment (7.0%)
6. More activities/amenities for families and children (7.0%)
7. More festivals & events (6.1%)
8. More downtown housing (5.1%)
9. Improved access to/use of Lake/River (4.4%)
10. More pedestrian & bicycle friendly (3.3%)

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Foundation Visualizer

Search Criteria:

STATE	is	Wisconsin
GEOGRAPHI	contains	Wisconsin
INCOME	is	Any Income Range
GRANT		
CATEGORY	contains	Arts & Culture, Community Development
ASSETS	is	Any Asset Range

EIN	Foundation	Address	City	State	ZipCode	Year	Total Giving	Income	Assets	Contact	Telephone
391540288	ABBOTSFORD STORY INC	401 E SPRUCE ST	ABBOTSFORD	WI	54405-9661	2012	$179,000	$52,627	$598,693	Patrick D. McCrackin	
391475094	STANLEY M THOMSON-SCHIFERL FAMILY CHARITABLE FOUNDATION INC	PO BOX 423	ABBOTSFORD	WI	54405-0423	2012	$5,000	$15,704	$330,205	Ronald D. Stephens, Secretary-Treasurer	(715) 223-3083
391942244	CASTLEROCK FOUNDATION INC	W1586 COUNTY RD KK	ALMA	WI	54610-8404	2012	$18,000	$55,911	$753,983		
391548450	COMMUNITY FOUNDATION FOR THE FOX VALLEY REGION INC	4455 W. LAWRENCE STREET	APPLETON	WI	54914	2012	$8,713,000	$86,862,302	$176,627,145	Community Foundation	(920) 830-1290
431954871	MERCY WORKS FOUNDATION INC	5733 GRANDE MARKET DRIVE	APPLETON	WI	54913	2012	$2,325,000	$2,227,720	$31,401,820	Jody Lueck, Executive Director	(920) 954-9861
391256677	ST ELIZABETH HOSPITAL FOUNDATION INC	1506 SOUTH ONEIDA STREET	APPLETON	WI	54915-1397	2012	$108,000	$7,789,255	$11,187,843	Lisa Jones, Foundation Assistant	(920) 831-1475
396074258	MIELKE FAMILY FOUNDATION INC	4455 W LAWRENCE ST	APPLETON	WI	54914-4065	2013	$280,000	$7,020,333	$9,703,514	RICHARD D. CALDER	(920) 830-1290
391792450	FOX CITIES AMATEUR SPORTS AUTHORITY CORP.	33 CRESTVIEW CT	APPLETON	WI	54915-2836	2012	$273,000	$1,276,844	$9,151,904		(920) 735-2864
391558684	THOMAS A PLEIN FOUNDATION LTD	3415 COMMERCE CT	APPLETON	WI	54911-8439	2012	$347,000	$1,467,545	$5,756,146	Thomas A. Plein, Director	(920) 731-3190
391649245	MYRA M AND ROBERT L VANDEHEY FOUNDATION LTD	PO BOX 563	APPLETON	WI	54912-0563	2012	$219,000	$2,659,568	$4,124,479	Bruce Chudacoff, Secretary	(920) 739-6307
261404215	PATRICK J AND JANET L THOMPSON FAMILY FOUNDATION INC	9 N KURT AVE	APPLETON	WI	54913-9715	2012	$157,000	$1,690,645	$3,460,063		
391977500	HARTWIG FAMILY FOUNDATION INC	PO BOX 733	APPLETON	WI	54912-0733	2012	$94,000	$239,146	$3,082,492		(920) 731-6631
261385752	GEOFFREY T CROWLEY FAMILY FOUNDATION INC	6610 N PURDY PKWY	APPLETON	WI	54913-7843	2012	$425,000	$434,730	$1,689,722		
391702534	GEORGE F PEABODY FOUNDATION INC	PO BOX 2553	APPLETON	WI	54912-2553	2012	$51,000	$229,373	$1,518,329	JOSEPH BIELINSKI, PRES.	
391823933	VAN HOOF FAMILY FOUNDATIOB INC	PO BOX 7110	APPLETON	WI	54912-7067	2012	$10,000	$612,232	$1,227,045		
416038616	BEMIS COMPANY FOUNDATION	ONE NEENAH CENTER PO BOX 669	APPLETON	WI	54957	2012	$2,608,000	$3,410,115	$62,971	KIM WETZEL	(920) 734-2707
391537336	SUMNICHT FAMILY FOUNDATION	2909 FOX RUN	APPLETON	WI	54914-8741	2012	$19,000	$12,127	$14,939		(920) 731-7266
391948289	WANEK-VOGEL FOUNDATION LTD	1 ASHLEY WAY	ARCADIA	WI	54612-1218	2012	$2,579,000	$24,436,634	$33,917,169	Paulette Rippley	(608) 323-6249
391948292	RONALD & JOYCE WANEK FOUNDATION LTD	1 ASHLEY WAY	ARCADIA	WI	54612-1218	2012	$109,000	$26,882,135	$33,694,671	Paulette Rippley	(608) 323-6249
396681490	JAMES & JOYCE KALSCHEUR FOUNDATION	101 3RD AVE	BARABOO	WI	53913-2581	2012	$334,000	$3,416,792	$6,776,096		
392001356	MARY ELLA JEROME FAMILY FOUNDATION INC	759 S OAK ST	BARRON	WI	54812-1804	2012	$74,000	$253,100	$799,117		(715) 537-5306
391040067	WALLACE H JEROME FOUNDATION INC	PO BOX 255	BARRON	WI	54812-0255	2013	$5,000	$27,148	$507,598		
396042926	ETTINGER FAMILY FOUNDATION INC	905 W FAIRY CHASM RD UNIT 209	BAYSIDE	WI	53217-1666	2012	$139,000	$544,064	$1,302,834	SUZY B. ETTINGER, MGR.	(262) 238-8612
391833671	THE PETER J SEIPPEL FOUNDATION INC	PO BOX 297	BEAVER DAM	WI	53916-0297	2011	$63,000	$391,528	$1,589,217		(920) 887-7444
391633928	SEIPPEL FAMILY FOUNDATION INC	PO BOX 297	BEAVER DAM	WI	53916-0297	2011	$6,000	$36,667	$111,821		
391974526	CBM CREDIT EDUCATION FOUNDATION INC	PO BOX 105	BELLEVILLE	WI	53508	2011	$167,000	$1,231,283	$3,876,556		(608) 424-0205
391585271	STATELINE COMMUNITY FOUNDATION	121 W GRAND AVENUE	BELOIT	WI	53511	2012	$127,000	$2,701,157	$9,741,658	Tara Jean Tinder, Executive Director	(608) 362-4228
200874851	ABC SUPPLY FOUNDATION	2870 RIVERSIDE DR	BELOIT	WI	53511-1506	2012	$545,000	$3,956,288	$8,589,742	GARY G. GRABOWSKI, TREAS.AND EXEC. DIR.	(608) 368-1200
396068763	BELOIT FOUNDATION INC	2870 RIVERSIDE DR	BELOIT	WI	53511-1506	2012	$602,000	$2,495,877	$8,222,902	GARY G. GRABOWSKI, EXEC. DIR.	(608) 368-1300
363473918	NEESE FAMILY FOUNDATION INC	2870 RIVERSIDE DR	BELOIT	WI	53511-1506	2012	$138,000	$843,977	$2,396,913	GARY G. GRABOWSKI, EXEC. DIR.	(608) 368-1200
391814812	REGAL-BELOIT CHARITABLE FOUNDATION	200 STATE ST	BELOIT	WI	53511-6254	2012	$331,000	$387,705	$2,354,403		(608) 361-7523
396092711	COLONEL ROBERT H MORSE FOUNDATION	PO BOX 238	BELOIT	WI	53512-0238	2012	$52,000	$65,329	$1,121,954	Bonnie D. Wetter, President	(608) 364-3829
396648986	ELINORE L. LOVELAND TESTAMENTARY TRUST	345 E GRAND AVE	BELOIT	WI	53511-6226	2012	$6,000	$49,941	$534,233		(608) 348-7777
363487447	NEESE-MALIK FOUNDATION	2870 RIVERSIDE DR	BELOIT	WI	53511-1506	2012	$20,000	$6,622	$128,019	Gary G. Grabowski, Trustee	
391563654	BLACK RIVER FALLS AREA FOUNDATION	PO BOX 99	BLACK RIVER FALLS	WI	54615	2012	$44,000	$660,625	$4,017,730	General Grant: Gil Homastad, Chairman or Educational Enrichment Fund: Ann Pederseon, Chairman, Educational Enrichment Fund Committee	(715) 284-3113
396102058	ARIENS FOUNDATION LTD	655 W RYAN ST	BRILLION	WI	54110-1072	2012	$110,000	$166,033	$442,150	MARY M. ARIENS, PRES.	
391652655	BRODHEAD AREA FOUNDATION INC	PO BOX 7	BRODHEAD	WI	53520-0007	2012	$260,000	$14,132	$465,433	WILLIAM PROCHNOW, PRES.	
396050046	SIEBERT LUTHERAN FOUNDATION INC	300 N CORPORATE DRIVE	BROOKFIELD	WI	53045-5870	2012	$3,197,000	$28,415,778	$75,452,641	Ronald D. Jones, President	(262) 754-9160
391827808	VINE AND BRANCHES FOUNDATION INC	300 N CORPORATE DRIVE SUITE 205	BROOKFIELD	WI	53045	2012	$1,893,000	$6,886,942	$19,042,880	The Legacy Group	(262) 754-2799
396063602	HERMAN W LADISH FAMILY FOUNDATION INC	13255 W BLUEMOUND RD STE 201A	BROOKFIELD	WI	53005-6245	2012	$512,000	$3,199,129	$10,103,613	WILLIAM J. LADISH, PRES.	(262) 780-9640
391410324	EMORY T. CLARK FAMILY FOUNDATION	125 N EXECUTIVE DR STE 363	BROOKFIELD	WI	53005	2013	$578,000	$1,452,399	$7,833,878	LINDA J. HANSEN	(414) 765-5118
391831612	FUNERAL SERVICE FOUNDATION	13625 BISHOPS DR	BROOKFIELD	WI	53005-6607	2012	$219,000	$996,159	$6,386,148	KATHY BUENGER, EXEC. DIR.	(877) 402-5900

Figure 10.4: Private Funding Sources: Arts, Culture, and Community Development Projects

EIN	Foundation	Address	City	State	ZipCode	Year	Total Giving	Income	Assets	Contact	Telephone
366190007	FOTSCH FOUNDATION	20985 CARRINGTON DR	BROOKFIELD	WI	53045-1823	2012	$1,514,000	$1,265,016	$6,012,786		
363413327	THE SIMMS FAMILY FOUNDATION	3415 GATEWAY ROAD	BROOKFIELD	WI	53045-5166	2012	$258,000	$1,305,979	$5,618,557		(847) 296-8800
261148157	ARZBAECHER FAMILY FOUNDATION	17425 MORNINGVIEW CT	BROOKFIELD	WI	53045-4359	2011	$202,000	$915,755	$4,229,281		
396711913	THE R A STEVENS FAMILY FOUNDATION	445 S MOORLAND RD STE 400	BROOKFIELD	WI	53005-4254	2012	$164,000	$2,576,991	$4,202,525		(414) 303-7285
300212798	THE ARMSTRONG FAMILY FOUNDATION	1660 ALVIN LN	BROOKFIELD	WI	53045-7807	2012	$97,000	$140,193	$2,776,628		
391656189	FMI SOCCER CLUB INC	19160 STILL POINT TRL	BROOKFIELD	WI	53045-4809	2012	$288,000	$167,527	$2,611,490		
200331358	COMMUNITY FOUNDATION INC	3190 GATEWAY ROAD	BROOKFIELD	WI	53045-5167	2012	$32,000	$28,407	$1,922,809	RAYMOND J. PERRY, TR.	
450529788	HERBERT AND KATHERINE KURTH RELIGIOUS FOUNDATION INC	3780 N 169TH ST	BROOKFIELD	WI	53005-2198	2012	$71,000	$154,262	$1,540,456		
205640721	MILWAUKEE INSURANCE FOUNDATION INC	250 N SUNNY SLOPE RD	BROOKFIELD	WI	53005-4809	2012	$39,000	$246,792	$1,436,849		
391832464	FLECK FOUNDATION	16655 WEST BLUEMOUND RD STE 180	BROOKFIELD	WI	53005	2012	$1,390,000	$1,552,874	$807,645	ANDREW J FLECKENSTEIN TRUSTEE	(262) 860-1680
392011976	GERALD W AND SHARON K WADINA FAMILY FOUNDATION INC	350 BISHOPS WAY STE 104	BROOKFIELD	WI	53005-6221	2012	$40,000	$110,022	$587,616		
391363036	ROSE A. MONAGHAN CHARITABLE TRUST	17100 W NORTH AVE	BROOKFIELD	WI	53005-4436	2012	$110,000	$64,106	$70,525	Walter F. Schmidt	(262) 814-0080
391427005	MARGARET BANTA HUMLEKER CHARITABLE FOUNDATION INC	3415 GATEWAY ROAD	BROOKFIELD	WI	53045-5111	2012	$70,000	$56,004	$45,425		
134211343	L&S FOUNDATION LTD	12557 W BURLEIGH RD STE 5	BROOKFIELD	WI	53005-3104	2012	$23,000	$35,006	$25,384		
391714988	THOMPSON FOUNDATION INC	15255 WATERTOWN PLANK RD	BROOKFIELD	WI	53122-2338	2012	$31,000	$100,245	$738	Richard J. Glaser, Director	(262) 781-3790
391949453	DALE R & RUTH L MICHELS FAMILY FOUNDATION	PO BOX 414	BROWNSVILLE	WI	53006-0414	2011	$3,812,000	$7,080,402	$4,288,353		(920) 583-3132
261405199	WAGNER-ESSMAN CARE FOUNDATION INC	W1285 SPRING PRAIRIE RD	BURLINGTON	WI	53105-2743	2013	$96,000	$611,964	$2,094,433		
260456310	ONEILL FOUNDATION INC	1260 NORTH RD	BURLINGTON	WI	53105-9056	2013	$97,000	$713,137	$1,906,012		
202052136	JAMES J AND ROSANNE C KELLER FAMILY FOUNDATION INC	PO BOX 48	BUTTE DES MORTS	WI	54927-0048	2012	$5,000	$110,615	$121,340		
363990754	CARL & IRMA SWENSON FOUNDATION LTD	6783 SAUK TRAIL RD	CEDAR GROVE	WI	53013-1562	2012	$163,000	$43,251	$351,334	Todd C. Johnson, President	(262) 376-9749
237026533	LEVY FOUNDATION LTD	PO BOX 127	CEDARBURG	WI	53012-0127	2012	$20,000	$40,000	$53,754	DONALD A. LEVY, DIR.	(262) 377-5555
390806178	EDWARD AND HANNAH M RUTLEDGE CHARITIES INC.	404 N BRIDGE ST	CHIPPEWA FALLS	WI	54729	2012	$651,000	$6,322,068	$16,013,518	Kimberly King	(715) 723-6618
396484669	WILLIAM J AND GERTRUDE R CASPER FOUNDATION	PO BOX 758	CHIPPEWA FALLS	WI	54729	2013	$551,000	$4,381,338	$15,625,957	B. Manning	(715) 723-6618
392024542	COMMUNITY FOUNDATION OF CHIPPEWA	404 1/2 NORTH BRIDGE ST	CHIPPEWA FALLS	WI	54729-0000	2012	$12,000	$5,744,541	$8,588,904		
396075816	B A MASON TRUST	1251 FIRST AVE	CHIPPEWA FALLS	WI	54729-1691	2012	$234,000	$1,551,621	$3,225,732	WILLIAM SCOBIE, TR.	(715) 723-1871
396048425	FOREST H SCHAFER FOUNDATION INC	199 7TH ST	CLINTONVILLE	WI	54929-1737	2012	$17,000	$3,650	$221,421	John P. Schafer, President	
391540933	US VENTURE SCHMIDT FAMILY FOUNDATION INC	425 S WASHINGTON ST PO BOX 25	COMBINED LOCKS	WI	54113	2012	$747,000	$3,697,141	$4,483,247	Cathy Mutschler	(920) 243-5798
391944186	KUEHN FAMILY FOUNDATION INC	1017 PARK ST	CROSS PLAINS	WI	53528-9630	2012	$120,000	$211,353	$2,426,056	Thomas Kuehn	(608) 826-2280
396614493	DONALD M ANDERSON FOUNDATION	7940 DEER RUN RD	CROSS PLAINS	WI	53528-9301	2012	$36,000	$215,113	$725,639	PHILIP HAMILTON, TR.	(608) 798-2319
391948113	HAUPERT FAMILY FOUNDATION	3045 ROCK LN	CUBA CITY	WI	53807	2012	$4,000	$37,697	$230,919		
390678640	VILTER FOUNDATION INC	5555 S PACKARD AVE	CUDAHY	WI	53110-2623	2012	$35,000	$2,459,602	$2,785,250	Kris E. Wegner, Secretary-Treasurer	
391874405	CLAIRE AND MARJORIE JOHNSON INC	1000 8TH AVE	CUMBERLAND	WI	54829	2012	$176,000	$572,702	$5,121,944	Cumberland High School Principal	
411979864	BROWN FAMILY FOUNDATION INC	2588 12TH ST	CUMBERLAND	WI	54829-9724	2012	$16,000	$322,678	$1,400,112		
391432568	JOHN AND ENGRID MENG INC	301 N BROADWAY STE 202	DE PERE	WI	54115-2557	2012	$477,000	$2,832,206	$9,632,617		(920) 347-4654
391432753	CLOUD FAMILY FOUNDATION	PO BOX 5876	DE PERE	WI	54115-5876	2012	$349,000	$1,825,912	$5,225,007		(920) 431-2136
263539749	WOCHINSKE FAMILY FOUNDATION INC	1526 MERRILL ST	DE PERE	WI	54115-3333	2012	$24,000	$438,342	$1,811,807		
391742945	PRIMUN BONUM INC	5374 MOONLITE DR	DE PERE	WI	54115-8794	2012	$7,000	$349,986	$1,343,636	PAUL KOCH, PRES.	(920) 432-6049
391775577	SCHOENAUER FAMILY FOUNDATION INC	1217A MILWAUKEE ST	DELAFIELD	WI	53018-1630	2012	$20,000	$113,236	$472,746		
391915905	PAUL JOSEPH FOUNDATION INC	W8034 CITY RD A	DELAVAN	WI	53115	2012	$5,000	$3,210	$116,058	PAUL JOSEPH, PRES.	(262) 742-4136
300097739	DORCHESTER COMMUNITY FOUNDATION INC	PO BOX 273	DORCHESTER	WI	54425-0273	2012	$16,000	$19,960	$529,286		
396044637	WISCONSIN MASONIC FOUNDATION	36275 SUNSET DR	DOUSMAN	WI	53118-9349	2013	$750,000	$6,245,148	$23,578,908		
367334211	AMERICAN NATURAL HERITAGE FOUNDATION	PO BOX 1944	EAGLE RIVER	WI	54521-1944	2012	$6,000	$421	$135,181	H. Kirk Mueller, Trustee	
396046126	L E PHILLIPS FAMILY FOUNDATION INC	3925 N HASTINGS WAY	EAU CLAIRE	WI	54703	2013	$5,314,000	$3,453,029	$49,574,213	Maryjo Cohen	(715) 839-2139
396045769	PRESTO FOUNDATION	3925 N HASTINGS WAY	EAU CLAIRE	WI	54703	2013	$729,000	$1,051,433	$10,210,801	Norma Jaenke	(715) 839-2119
391891064	EAU CLAIRE AREA FOUNDATION	306 SOUTH BARSTOW, STE 104	EAU CLAIRE	WI	54701	2012	$246,000	$1,195,874	$7,932,962		(715) 552-3801
391615711	T & O FOUNDATION INC	6101 NORTHSHORE DR	EAU CLAIRE	WI	54703-0000	2012	$274,000	$1,136,935	$3,448,091		
391966526	ARNOLD AND LOIS DOMER FOUNDATION	10466 26TH AVE	EAU CLAIRE	WI	54703-0298	2012	$87,000	$305,513	$1,992,907	MICKEY CROTHERS	(715) 720-9107
391633407	MIDELFORT FOUNDATION INC	PO BOX 1510	EAU CLAIRE	WI	54702-1510	2011	$161,000	$509,411	$1,076,909	DAVID VAN DE LOO M.D., SECY.-TREAS.	(715) 838-6717
206001882	MICHAEL CARLISLE CHARITABLE TRUST 2	PO BOX 509	EAU CLAIRE	WI	54702-0509	2012	$284,000	$481,112	$1,071,264		
237455794	ACOMB FOUNDATION	3628 GOLDRIDGE RD	EAU CLAIRE	WI	54701-5636	2012	$20,000	$87,480	$627,484		
396086011	LOUIS L PHILLIPS CHARITIES INC	PO BOX 202	EAU CLAIRE	WI	54702-0202	2013	$32,000	$75,276	$154,594	MARK F. PHILLIPS, PRES.	(715) 839-7400
391858063	ROBERT A AND LYNN I DONEFF FOUNDATION INC	7833 DOCK RD	EGG HARBOR	WI	54209	2012	$5,000	$228,323	$208,251	Robert A. Doneff	(920) 684-6940

EIN	Foundation	Address	City	State	ZipCode	Year	Total Giving	Income	Assets	Contact	Telephone
391911092	KOHL FAMILY FOUNDATION	PO BOX 354	ELKHART LAKE	WI	53020-0354	2012	$77,000	$1,440,504	$1,394,385		
392038445	PERRY FUND INC	W 6530 SHORELAND RD	ELKHART LAKE	WI	53044-1312	2012	$6,000	$80,531	$310,789		
391844265	KIRT FIEGEL FAMILY FOUNDATION INC	W5331 HAZEL RIDGE RD	ELKHORN	WI	53121-3918	2012	$35,000	$459,615	$1,052,790	V. Kirt Fiegel	(262) 723-5152
363734049	LEFKOVITZ FOUNDATION	16 ELM ST	ELKHORN	WI	53121-1614	2012	$28,000	$53,536	$786,084		
364522803	CHARLES E BENIDT FOUNDATION INC	PO BOX 86	ELM GROVE	WI	53122-0086	2011	$2,107,000	$31,308,408	$58,118,723		
396238856	EVAN AND MARION HELFAER FOUNDATION	PO BOX 147	ELM GROVE	WI	53122-0147	2012	$676,000	$2,111,355	$14,401,637	Thomas L. Smallwood	(262) 784-9778
396040489	LADISH COMPANY FOUNDATION	13500 WATERTOWN PLANK ROAD, STE 108	ELM GROVE	WI	53122-2200	2012	$1,434,000	$2,138,121	$12,453,013		(262) 786-8674
391548588	WAUWATOSE SAVINGS & LOAN FOUNDATION	1360 GREENWAY TER	ELM GROVE	WI	53122-1607	2012	$73,000	$100,016	$2,000,000	Raymond J. Perry, Trustee	
391714992	HOLT FAMILY FOUNDATION LTD	PO BOX 88	ELM GROVE	WI	53122-0088	2012	$22,000	$315,179	$1,312,740	WAYNE G. HOLT, PRES.	
391509757	MANAGED HEALTH SERVICES INC	805 PARK LANE	ELM GROVE	WI	53122	2012	$2,042,000	$2,736	$1,255,325	RICHARD WIEDERHOLD, PRES.	(262) 784-5588
391745090	TEERLINK FAMILY FOUNDATION LTD	1765 WEDGEWOOD DR W	ELM GROVE	WI	53122-1056	2012	$96,000	$447,493	$561,516		
363568775	WILBERT AND GENEVIEVE SCHAUER FOUNDATION INC	575 PARK CIR	ELM GROVE	WI	53122-2553	2012	$8,000	$191,389	$483,472		
391975173	CAROL AND RICHARD BAYERLEIN FOUNDATION LTD	1810 WEDGEWOOD DR E	ELM GROVE	WI	53122-1053	2012	$111,000	$172,734	$372,373		(262) 548-6239
396083875	ROBERT W. & JOSEPHINE PIEPER FOUNDATION	14425 WESTOVER RD	ELM GROVE	WI	53122-1634	2012	$100,000	$78,428	$45,332		
391987991	GOLDAMMER FAMILY FOUNDATION INC	9091 GIBRALTAR BLUFF RDPO BOX 10	FISH CREEK	WI	53202-3074	2012	$53,000	$430,636	$574,774		
510181570	FOND DU LAC AREA FOUNDATION	384 N MAIN ST STE 4	FOND DU LAC	WI	54935-2310	2012	$694,000	$4,568,773	$24,585,442		(920) 921-2215
391597843	STONE FOUNDATION INC	130 S MAIN ST	FOND DU LAC	WI	54935-4210	2012	$1,231,000	$9,550,818	$20,985,729		(920) 922-7000
396051142	DR. R. G. & SARAH RAYMOND FOUNDATION	10 FOREST AVE	FOND DU LAC	WI	54935	2012	$39,000	$507,209	$1,242,732	Robert V. Edgarton	(920) 922-0470
391972533	C D SMITH FOUNDATION	889 E JOHNSON ST	FOND DU LAC	WI	54935-2933	2012	$260,000	$6,087	$860,843		
396713550	SADOFF FAM FOUNDATION	850 MORRIS ST	FOND DU LAC	WI	54935-5612	2012	$1,228,000	$259,061	$842,528		
391805982	LESLIE C ROBINS FAMILY FOUNDATION	39618 WINNEBAGO PARK ROAD	FOND DU LAC	WI	54937-0000	2012	$6,000	$256,359	$681,471	RICHARD WEHNER, TR.	
392014920	MID-STATES ALUMINUM FOUNDATION INC	132 TROWBRIDGE DR	FOND DU LAC	WI	54937-9177	2012	$55,000	$348,360	$457,975		
396501525	JONES FAMILY FOUNDATION	481 E DIVISION ST STE 800PO BOX 1167	FOND DU LAC	WI	54936-1167	2012	$65,000	$35	$13,795		
391857836	MAIHAUGEN FOUNDATION INC	8221 N LINKS WAY	FOX POINT	WI	53217	2012	$107,000	$1,052,448	$2,781,398	Carolyn Burton	
391717099	ANTONIA FOUNDATION INC	7402 N SENECA RD	FOX POINT	WI	53217-3440	2013	$152,000	$1,019,362	$1,995,790	F. MICHAEL ARNOW, TREAS.	(414) 964-4000
391796530	SCOTT & PEGGY SAMPSON CHARITABLE FUND INC	6938A N SANTA MONICA BLVD	FOX POINT	WI	53217-3942	2012	$119,000	$259,668	$1,646,368		
391868672	SCHREGARDUS FAMILY FOUNDATION INC	1800 E FOX LN	FOX POINT	WI	53217-2858	2012	$5,000	$131,362	$461,201		
391796554	LINDA GALE SAMPSON CHARITABLE FUND INC	6938A N SANTA MONICA BLVD	FOX POINT	WI	53217-3942	2012	$169,000	$9,171	$369,863	J. Bernstein, Godfrey & Kahn	(414) 273-3500
392012636	RUSINOW FAMILY CHARITABLE FOUNDATION INC	1401 E GOODRICH CT	FOX POINT	WI	53217	2012	$45,000	$293,768	$246,231		
200350673	KAROL FUND	7038 N BEACH DR	FOX POINT	WI	53217-3657	2012	$391,000	$300,006	$30,311	EDWARD P. MOONEY, JR.	
396220899	FORT ATKINSON COMMUNITY FOUNDATION	244 N MAIN ST	FT. ATKINSON	WI	53538	2012	$783,000	$1,792,315	$20,004,392		(920) 563-3210
391691950	KLOPCIC FAMILY FOUNDATION TRUST	1131 JANESVILLE AVE	FT. ATKINSON	WI	53538-2406	2012	$68,000	$682,314	$535,108		
306057248	FIGURE FOUNDATION	PO BOX 91	GAYS MILLS	WI	54631-0091	2012	$92,000	$408,172	$1,881,020		
352317921	THE F DOHMEN CO FOUNDATION INC	W175N11120 STONEWOOD DR STE 101	GERMANTOWN	WI	53022-6511	2012	$1,560,000	$1,000,000	$4,241,354		
263832018	STERNER FAMILY FOUNDATION	500 W SILVER SPRING DR STE K200	GLENDALE	WI	53217-5052	2011	$77,000	$167,569	$828,951		
396052810	MANPOWER FOUNDATION INC	PO BOX 2053	GLENDALE	WI	53217-4982	2012	$750,000	$725,886	$551,814	Diversity Scholarship Coordinator	(414) 961-1000
391516196	BROOKBANK FOUNDATION INC	PO BOX 1016	GRAFTON	WI	53024-8416	2012	$3,238,000	$1,143,749	$7,580,202		(262) 377-2210
396097805	ZAUN MEMORIAL FOUNDATION LTD	1009 WASHINGTON ST	GRAFTON	WI	53024-1913	2012	$35,000	$1,005,670	$1,475,422	RALPH ZAUN, PRES.	
396585967	WALTER AND MARION JENSEN FOUNDATION	PO BOX 483	GRANTSBURG	WI	54840-0483	2012	$5,000	$54,806	$246,503		(715) 463-5483
391699966	GREATER GREEN BAY COMMUNITY FOUNDATION INC	310 N WALNUT ST STE 350	GREEN BAY	WI	54303	2012	$3,341,000	$34,029,362	$64,664,307	Martha Ahrendt, Ph.D., VP for Programs and Development	(920) 432-0800
362761910	CORNERSTONE FOUNDATION OF NORTHEASTERN WISCONSIN INC	111 N WASHINGTON STREET STE 450	GREEN BAY	WI	54301	2012	$568,000	$14,964,163	$22,890,711	SHERI PROSSER	(920) 490-8290
396075016	WISCONSIN PUBLIC SERVICE FOUNDATION INC	PO BOX 19001	GREEN BAY	WI	54307-9001	2012	$707,000	$1,474,100	$21,638,329		
396050768	GEORGE KRESS FOUNDATION	PO BOX 12800	GREEN BAY	WI	54307-2800	2012	$1,732,000	$7,290,766	$12,875,703	Associated Trust Company	(920) 327-5670
391577137	GREEN BAY PACKERS FOUNDATION	1265 LOMBARDI AVENUE	GREEN BAY	WI	54304	2013	$293,000	$7,318,738	$12,446,441	MARGARET J. MEYERS, SECRETARY	(920) 569-7315
396346563	BYRON L. WALTER FAMILY TRUST	200 S ADAMS	GREEN BAY	WI	54301	2012	$339,000	$3,284,573	$11,789,938	Bank One Trust, N.A.	(920) 436-2554
391688221	K C STOCK FOUNDATION INC	111 N WASHINGTON ST STE 450	GREEN BAY	WI	54301-4208	2011	$550,000	$7,268,172	$11,445,414	Steven Stock, Secretary-Treasurer	
391653788	RICHARD J RESCH FOUNDATION LTD	PO BOX 8100	GREEN BAY	WI	54308-8100	2012	$10,000	$5,043,606	$6,031,367	Richard J. Resch, President	(920) 468-2572
391657029	LUTSEY FAMILY FOUNDATION INC	PO BOX 22074	GREEN BAY	WI	54305-2074	2012	$165,000	$2,266,735	$4,041,302		(920) 339-9823
391901443	WEYERS FAMILY FOUNDATION INC	PO BOX 12057	GREEN BAY	WI	54307-2057	2012	$304,000	$521,065	$3,700,346		
391543060	UMHOEFER FOUNDATION INC	PO BOX 12800	GREEN BAY	WI	54307-2800	2012	$127,000	$873,086	$2,391,186		(920) 727-5384
391633247	COPS FOUNDATION INC	PO BOX 12800	GREEN BAY	WI	54307-2800	2012	$484,000	$1,256,135	$1,912,683		(920) 327-5610
391748548	LENFESTEY FAMILY FOUNDATION INC	PO BOX 23200	GREEN BAY	WI	54305-3200	2012	$30,000	$1,756,661	$1,870,362		(920) 437-0476
391392405	JOHN AND JANET VAN DEN WYMELENBERG FOUNDATION INC	1570 MESA DR	GREEN BAY	WI	54313-9366	2012	$172,000	$155,700	$1,770,303		

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205091063	COMMANDER WALLACE P BUERSCHINGER USN CHARITABLE FOUNDATION	2801 WAUBENOOR CT	GREEN BAY	WI	54301-2857	2012	$19,000	$293,819	$1,667,522		
391395624	ELIZABETH B AND PHILIP J HENDRICKSON FOUNDATION LTD	2538 BITTERSWEET AVE	GREEN BAY	WI	54301-1843	2012	$35,000	$310,834	$1,587,090	Elizabeth B. Hendrickson, President	(920) 435-0921
391670356	CATHERINE E APPLE AND MYRL S APPLE FAMILY FOUNDATION INC	PO BOX 23819	GREEN BAY	WI	54305-3819	2012	$63,000	$202,637	$1,380,716		
396413619	ROBERT AND BETTY MEYER FAMILY FOUNDATION	PO BOX 19006	GREEN BAY	WI	54307-9006	2012	$62,000	$327,798	$1,354,953	MARK MCMULLEN, TR.	
200917227	SHOPKO FOUNDATION INC	PO BOX 19060	GREEN BAY	WI	54307-9060	2011	$1,290,000	$890,072	$1,148,476		
391570620	EGAN FOUNDATION INC	2273 LARSEN RDPO BOX 19031	GREEN BAY	WI	54307-9031	2012	$82,000	$1,216,765	$1,082,835		
391991258	FIRST CHURCH OF CHRIST SCIENTIST EDIFICE INC	PO BOX 12800	GREEN BAY	WI	54307-2800	2012	$11,000	$344,314	$1,022,857		
396529176	EDWARD FITZGERALD FOUNDATION	PO BOX 12800	GREEN BAY	WI	54307-2800	2012	$42,000	$156,346	$1,008,528		
806011165	NORMAN L JENSEN TRUST	2301 RIVERSIDE DR, STE 1	GREEN BAY	WI	54301	2012	$30,000	$201,872	$917,436	Robert H. Geimer	(920) 432-4433
396098847	NORMAN MILLER FAMILY FOUNDATION INC	421 S MILITARY AVE	GREEN BAY	WI	54303	2012	$10,000	$562,083	$869,130	Norman Miller	(920) 494-2327
396051029	MORLEY-MURPHY FOUNDATION	PO BOX 19006	GREEN BAY	WI	54307-9006	2012	$47,000	$212,559	$813,980	Associated Trust Company	
391775171	BERNARD E AND ALYCE G DAHLIN FOUNDATION INC	2670 GOOD SHEPHERD LN	GREEN BAY	WI	54313-4700	2012	$25,000	$168,929	$452,040		
391615503	LONG FAMILY FOUNDATION TRUST	1901 S WEBSTER AVE	GREEN BAY	WI	54301-2281	2012	$83,000	$152,574	$250,941		
391870066	SCHANOCK FAMILY FOUNDATION INC	610 BREVOORT LN	GREEN BAY	WI	54301-2628	2012	$5,000	$26,020	$235,810		
391574340	CATALYST FOUNDATION	PO BOX 12800	GREEN BAY	WI	54307-2800	2012	$120,000	$77,813	$210,746		
396768876	SCHULTZ FAM FOUNDATION CHARITABLE TRUST	2561 PARKWOOD DR	GREEN BAY	WI	54304-1941	2012	$99,000	$30,323	$138,985		
391457870	SCHNEIDER NATIONAL FOUNDATION INC	PO BOX 2545	GREEN BAY	WI	54306-2545	2012	$463,000	$628,668	$53,906	DONALD J SCHNEIDER PRESIDENT	
203102236	RONALD L OLSON CHARITABLE FOUNDATION INC	716 PINE ST	GREEN BAY	WI	54301-4929	2012	$268,000	$150,582	$28,452		
391277461	ASSOCIATED BANC-CORP FOUNDATION CHARITABLE TRUST	112 N ADAMS ST, PO BOX 13307	GREEN BAY	WI	54307-3307	2012	$90,000	$397,934	$22,555	Jonathon Drayna, c/o Associated Bank	
306000348	MICHAEL T RIORDAN FAMILY FOUNDATION	W3563 MEREDITH LN	GREEN LAKE	WI	54941-9650	2012	$435,000	$2,566,032	$8,541,247	MICHAEL T. RIORDAN, TRUSTEE	(920) 295-3365
391948463	ROS FOUNDATION	4811 S 76TH ST STE 211	GREENFIELD	WI	53220	2012	$267,000	$3,985,227	$7,966,082		
202040648	ADLER--CLARK ELECTRIC COMMUNITY COMMITMENT FOUNDATION TRUST	124 N MAIN ST	GREENWOOD	WI	54437-0190	2012	$4,000	$37,156	$701,001	TIMOTHY E. STEWART, SECY.-TREAS.	(715) 267-6188
204002202	TERRI & VERNE HOLOUBEK FAMILY FOUNDATION INC	6545 DONEGAL RD	HARTFORD	WI	53027-8829	2012	$241,000	$2,288,523	$5,016,577		
263919877	LUTZ FAMILY FOUNDATION	2467 HALL RD	HARTFORD	WI	53027-9016	2012	$78,000	$87,107	$878,336		
391688812	THEODORE W BATTERMAN FAMILY FOUNDATION INC	625 WALNUT RIDGE DR	HARTLAND	WI	53029-8894	2012	$3,046,000	$45,476,392	$49,197,548		(262) 369-9978
396097597	STACKNER FAMILY FOUNDATION INC	PO BOX 597	HARTLAND	WI	53029	2012	$637,000	$4,809,132	$12,601,473	John Treiber	(262) 646-7040
390837518	FRIENDSHIP HOUSE OF MILWAUKEE INC	N61W29799 STONEY HILL CT	HARTLAND	WI	53029-8609	2012	$170,000	$2,170,586	$9,301,131		(414) 276-2633
391938697	SEEDS OF FAITH INC	PO BOX 197	HARTLAND	WI	53029-0197	2012	$263,000	$2,353,180	$4,092,578	William Rose, President	(262) 367-1990
391924028	JOHN N & KATHLEEN S MACDONOUGH FOUNDATION INC	6208 BRUMDER RD	HARTLAND	WI	53029-9709	2012	$102,000	$129,146	$1,513,631		
367317868	MILNE FAMILY FOUNDATION	N63 W29880 WOODFIELD CT	HARTLAND	WI	53029	2012	$45,000	$77,526	$898,914		
391892636	LAI FAMILY FOUNDATION INC	W302 N6117 SPENCE RD	HARTLAND	WI	53029	2012	$15,000	$130,472	$638,012	HELEN L. LAI, DIR.	(414) 698-3371
396039228	DAVIDSON & HARLEY FUND	W306 N6620 DEER TRAIL RD	HARTLAND	WI	53029-9232	2012	$5,000	$183,279	$504,411	JOHN A. DAVIDSON, PRES.	(262) 966-7140
396658948	DALUM FAMILY FOUNDATION	31917 APPLE LN	HARTLAND	WI	53029-9307	2013	$142,000	$295,953	$334,554		(414) 547-8500
396045247	JAMES A TAYLOR FAMILY FOUNDATION INC	PO BOX 12	HARTLAND	WI	53029-0012	2012	$16,000	$24,185	$264,642	James A. Taylor, President	(262) 240-0366
421508114	RCP CHRISTIAN FOUNDATION	12489 N LARSON LN	HAYWARD	WI	54843-5162	2013	$266,000	$58,111	$395,001		
391446171	ROBERT S AND BETSY Q HAGGE FOUNDATION	PO BOX 218	HAZELHURST	WI	54531-0218	2012	$9,000	$4,155	$4,826		
391839441	PAUL O AND CAROL H GEHL FAMILY FOUNDATION INC	203 S 10TH STPO BOX 303	HILBERT	WI	54129-0303	2012	$46,000	$1,104,038	$3,241,194		
411817315	ST CROIX VALLEY COMMUNITY FOUNDATION	516 SECOND STREET NO 214	HUDSON	WI	54016-1551	2013	$543,000	$3,868,849	$31,623,123	David H. Griffith, President	(715) 386-9490
396043312	WILLIAM H PHIPPS FOUNDATION	PO BOX 653	HUDSON	WI	54016-0653	2012	$282,000	$5,790,875	$6,820,277		
391571437	KRAUSE FOUNDATION INC	175 PINE ST	IOLA	WI	54945	2011	$60,000	$50,113	$1,796,948	Pat Klug	(715) 445-2338
391711388	COMMUNITY FOUNDATION OF SOUTHERN WISCONSIN INC	26 S JACKSON ST	JANESVILLE	WI	53548-3838	2013	$714,000	$20,502,800	$35,220,164		(608) 758-0883
391657654	RATH FOUNDATION INC	PO BOX 1990	JANESVILLE	WI	53547	2012	$4,154,000	$4,613,076	$23,558,168	James Dodson	(608) 754-9090
391281879	JEFFRIS FAMILY FOUNDATION LTD	PO BOX 1160	JANESVILLE	WI	53547-1160	2012	$1,154,000	$3,505,085	$13,142,050		(608) 757-1039
396034645	JANESVILLE FOUNDATION INC	PO BOX 8123	JANESVILLE	WI	53547-8123	2012	$189,000	$4,970,631	$7,783,459	BONNIE LYNNE ROBINSON, PRES. AND EXEC. DIR.	(608) 752-1032
391703739	J.P.C. FOUNDATION	330 EAST DELAVAN DR, PO BOX 1957	JANESVILLE	WI	53547-1957	2013	$104,000	$859,073	$2,387,165		(608) 754-6601
930782568	WILLIAM J CRONIN FOUNDATION	PO BOX 882	JANESVILLE	WI	53547-0882	2012	$124,000	$586,730	$2,209,161	James P. McGuire	(608) 752-7615
396074582	PARKER FOUNDATION	PO BOX 5000	JANESVILLE	WI	53547-5000	2012	$41,000	$584,202	$2,140,280		(608) 754-4700
390800033	GEORGE K TALLMAN TRUST	100 W MILWAUKEE	JANESVILLE	WI	53545	2012	$91,000	$730,343	$1,946,493		(608) 283-6470

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391792307	FREEDOM PLASTICS FOUNDATION INC	1017 N MARION AVE	JANESVILLE	WI	53548-2334	2012	$42,000	$211,071	$1,067,903		
396508464	GILBERT W SIRON CHARITABLE FOUNDATION	C/O JAMES HARTWIG 1 E MILWAUKEE ST	JANESVILLE	WI	53545-0000	2013	$40,000	$1,095,297	$883,497		
391574139	HUFCOR FOUNDATION INC	PO BOX 5000	JANESVILLE	WI	53547-5000	2012	$37,000	$186,142	$673,800	Marshall & Ilsley Trust Company	(608) 755-4246
391800747	BAER FOUNDATION INC	1 E MILWAUKEE ST	JANESVILLE	WI	53545-3029	2012	$20,000	$14,235	$475,721		
391865458	WILLIAMS FAMILY FOUNDATION INC	PO BOX 8100	JANESVILLE	WI	53547-8100	2012	$11,000	$278,791	$211,602	Steven D. Williams, President	
391503227	CARRIE FOUNDATION	PO BOX 348	JANESVILLE	WI	53547-0348	2012	$11,000	$1	$47,938	GEORGE K. STEIL, SR., MGR.	
207105543	ELIZABETH J RILEY CHARITABLE TRUST	4404 CUNNINGHAM RD	KANSASVILLE	WI	53139-9534	2012	$43,000	$360,607	$744,598		
363700897	PALMER FOUNDATION	1025 56TH ST	KENOSHA	WI	20036-2656	2012	$515,000	$7,858,133	$12,660,304	DIANE PAVELA ADMIN ASST	(262) 842-0079
392012432	BROOKWOOD FOUNDATION	5611 6TH PL	KENOSHA	WI	53144-7232	2012	$156,000	$907,200	$2,799,872		(262) 552-8663
276190748	RITA NEERGAARD HANSEN CHARITABLE TRUST	7500 GREEN BAY RD	KENOSHA	WI	53142-4059	2012	$48,000	$323,930	$1,169,155		
396123893	SBC FOUNDATION INC	PO BOX 127	KIEL	WI	53042-0127	2012	$12,000	$1,941	$221,035		(920) 894-2293
396571237	MMG FOUNDATION INC	702 EISENHOWER DR STE B	KIMBERLY	WI	54136-2152	2012	$838,000	$2,776,927	$3,613,527		(920) 830-1234
390810536	KOHLER FOUNDATION INC	725 X WOODLAKE RD	KOHLER	WI	53044	2011	$441,000	$9,102,193	$28,798,290	Terri Yoho, Executive Director	(920) 458-1972
391274547	KOHLER TRUST FOR THE ARTS AND EDUCATION	725X WOODLAKE RD	KOHLER	WI	53044-1521	2013	$3,414,000	$3,876,889	$8,068,770		
391579803	KOHLER TRUST FOR PRESERVATION	725X WOODLAKE RD	KOHLER	WI	53044-1521	2013	$1,080,000	$2,594,878	$6,664,326		
391768404	GROVER FAMILY FOUNDATION INC	221 PHILLIP CT	KOHLER	WI	53044-1358	2012	$45,000	$312,829	$909,443		
391864367	BRAUN-REISS FAMILY FOUNDATION INC	1077-1A CREEKS CROSS RD	KOHLER	WI	53044-1317	2012	$105,000	$523	$101,188		
396037996	LA CROSSE COMMUNITY FOUNDATION	300 2ND STREET NORTH, STE 320	LA CROSSE	WI	54601	2012	$1,177,000	$9,943,243	$31,497,364	Heather Quackenboss, Program Director	(608) 782-3223 ext. 23
391564353	D B REINHART FAMILY FOUNDATION	PO BOX 2228	LA CROSSE	WI	54602-2228	2012	$1,200,000	$14,324,932	$15,266,269		(608) 782-4999
391426785	CLEARY-KUMM FOUNDATION INC	301 SKY HARBOUR DR	LA CROSSE	WI	54603-1385	2012	$482,000	$1,324,171	$9,474,975	GAIL K. CLEARY, PRES.	(608) 783-7500
363779525	ANTIOCH FOUNDATION	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$941,000	$3,770,541	$9,123,989	DARWIN ISAACSON, TRUST OFF., NORTH CENTRAL TRUST CO.	
316672080	GERTRUDE S. GORDON FOUNDATION	C/O TRUST POINT INC	LA CROSSE	WI	54601-0000	2012	$387,000	$1,592,816	$7,541,245	North Central Trust Company	(608) 782-1148
200506791	DAHL FAMILY FOUNDATION INC	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$192,000	$3,024,536	$4,626,315		
391744162	RUSSELL L SMITH AND VERA M SMITH EDUCATIONAL MEDICAL AND CHARITABLE	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$190,000	$2,954,986	$4,431,542	Darwin Isaacson, North Central Trust	(608) 782-1148
421594267	TEAM BROWN FOUNDATION INC	1484 HAGEN RD	LA CROSSE	WI	54601-3219	2012	$12,000	$5,078,311	$3,986,351		
316672086	DONALD A. GORDON FOUNDATION	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$214,000	$622,754	$3,817,489	North Central Trust Company	(608) 782-1148
391598681	PAUL E STRY FOUNDATION INC	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$153,000	$1,242,799	$3,142,940		(608) 782-1148
396044165	ELMWOOD FOUNDATION INC	2004 KRAMER ST	LA CROSSE	WI	54603	2012	$152,000	$236,332	$2,037,581	Daniel Gelatt	(608) 781-0850
396438509	CLARENCE TALEN CHARITABLE TRUST FIRST BANK AND TRUST TTEE	230 FRONT ST N	LA CROSSE	WI	54602	2012	$10,000	$215,449	$1,131,238	Brenda Stuhr	(608) 782-1148
391624154	G SQUARED FOUNDATION INC	PO BOX 1626	LA CROSSE	WI	54602-1626	2012	$40,000	$30,227	$668,633	Sarah Jane Gephart, President	
391737656	ROBERT E RINGDAHL FOUNDATION INC	PO BOX 1626	LA CROSSE	WI	54602-1626	2012	$4,000	$291,228	$432,033	ROBERT E. RINGDAHL, PRES.	
396048524	TRANE FAMILY FOUNDATION INC	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$7,000	$64,820	$315,288	R. Nicholas Trane, II, President	
261626521	NCTC FOUNDATION INC	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$5,000	$172,306	$276,294		
391794887	LA CROSSE CITY VISION FOUNDATION	506 MAIN ST	LA CROSSE	WI	54601-4033	2012	$62,000	$12,513	$112,995		
410033167	GASTERLAND CHARITABLE TRUST	230 FRONT ST N	LA CROSSE	WI	54601-3219	2012	$5,000	$19,247	$83,439		(414) 287-7149
411884780	MADELINE APPLAUDS GREAT GOALS IN EDUCATION INC	PO BOX 292	LA POINTE	WI	54850	2011	$20,000	$2,412,289	$2,309,321		(952) 473-6422
391919852	OTZEN FAMILY FOUNDATION INC	PO BOX 190	LAKE GENEVA	WI	53147-0190	2012	$22,000	$97,852	$1,001,701		
204770988	KEEFE FOUNDATION	PO BOX 460	LAKE GENEVA	WI	53147-0460	2012	$30,000	$2,920	$1,172		
366850433	JEAN B & E T JUDAY GIFT FUND	6850 ANDERSON LAKE RD	LAND O'LAKES	WI	54540-0597	2012	$80,000	$751,259	$1,677,251	PATRICIA JUDAY, TR.	(715) 547-6644
391601302	RICHARD M CONNOR SR & FLORENCE B CONNOR MEMORIAL FOUNDATION INC	PO BOX 95	LAONA	WI	54541-0095	2012	$4,000	$38,270	$106,866		
391976199	GORDON P AND SIGRID L CONNOR FAMILY FOUNDATION INC	100 MILL STREET	LAONA	WI	54541-0000	2011	$11,000	$89	$28,454	GORDON P. CONNOR, PRES.	
391764046	CRYSTAL PRINT FOUNDATION INC	500 HART CT	LITTLE CHUTE	WI	54140-1938	2012	$31,000	$371,209	$1,448,970		
391502330	ELMER G. BIDDICK CHARITABLE FOUNDATION	11623 STATE ROAD 80	LIVINGSTON	WI	53554-9725	2012	$197,000	$3,511	$10,308	Brad Biddick	(608) 943-6363
391311452	THE WAGNER FOUNDATION LTD	PO BOX 307	LYONS	WI	53148-0307	2013	$1,858,000	$3,810,404	$13,111,000		
396038248	MADISON COMMUNITY FOUNDATION	2 SCIENCE COURT	MADISON	WI	53705-0010	2012	$7,691,000	$75,926,049	$135,458,384	Tom Linfield, Vice President of Grantmaking and Community Initiatives	(608) 232-1763
396056619	GOODMAN'S	PO BOX 7900	MADISON	WI	53707-7900	2012	$1,981,000	$11,801,120	$44,535,746	Irwin A. Goodman	(608) 233-8753
396039252	OSCAR RENNEBOHM FOUNDATION	PO BOX 5187	MADISON	WI	53719	2012	$2,225,000	$16,498,275	$42,954,776	Steven F. Skolaski	(608) 274-5991
396098118	MADISON GAS & ELECTRIC FOUNDATION INC	PO BOX 1231	MADISON	WI	53701-1231	2012	$611,000	$2,286,328	$15,767,359	Bernie Jwul	(808) 252-7279
364035204	OSCAR G & ELSA S MAYER FAMILY FOUNDATION	ONE SOUTH PINCKNEY ST #920	MADISON	WI	53703	2011	$654,000	$2,747,595	$14,483,546	Barbara J. Pope, P.C.	(312) 853-6630
391444065	ALLIANT ENERGY FOUNDATION INC	4902 NORTH BILTMORE LANE SUITE 1000	MADISON	WI	53718-2148	2012	$2,520,000	$4,912,052	$12,260,079	Executive Director	(608) 458-4483

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396045649	WISCONSIN MEDICAL SOCIETY FOUNDATION INC	330 E LAKESIDE ST	MADISON	WI	53715	2012	$20,000	$6,162,909	$11,683,243	Elizabeth Ringle, Program Coordinator	(608) 442-3789
522107093	THE ERIC D. & STEVEN D. HOVDE FOUNDATION	122 W WASHINGTON AVE STE 101	MADISON	WI	53703-2715	2012	$888,000	$4,878,114	$11,479,492	Hovde Financial	(202) 775-8109
391841051	HERMAN AND GWEN SHAPIRO FOUNDATION	PO BOX 1497	MADISON	WI	53701-1497	2012	$652,000	$2,707,307	$8,810,335	Foley & Lardner LLP	(608) 258-4224
930757050	MADISON ROTARY FOUNDATION	22 N CARROLL ST STE 202	MADISON	WI	53703-2797	2012	$55,000	$2,037,104	$8,351,921	JEFFREY B. BARTELL, PRES.	
391988285	LESTER & FRANCES JOHNSON FOUNDATION INC	6209 MINERAL POINT STE 805	MADISON	WI	53705-4553	2012	$640,000	$10,352,583	$8,184,160	Frances Johnson	(608) 231-1556
396045321	IRVING & DOROTHY LEVY FOUNDATION	PO BOX 7725	MADISON	WI	53707-7725	2012	$192,000	$5,098,066	$7,455,880		(608) 222-9177
391818653	JENNIE H OLSON CHARITABLE FOUNDATION INC	PO BOX 1767	MADISON	WI	53701-1767	2012	$357,000	$183,019	$6,892,543		
416487728	CARITAS FOUNDATION	PO BOX 1150	MADISON	WI	53701	2012	$300,000	$2,532,224	$6,084,657		(608) 257-3501
396510710	JACK DELOSS CHARITABLE TRUST	701 DEMING WAY STE 100	MADISON	WI	53717-2916	2012	$435,000	$1,231,927	$5,984,713	Christopher Bugg, Trustee	
392041875	LAURITS R & DIANNE CUMMINGS CHRISTENSEN FOUNDATION INC	1711 KENDALL AVE	MADISON	WI	53703	2012	$197,000	$1,978,702	$5,570,857		(608) 827-6400
208837127	LAURITS R CHRISTENSEN CHARITABLEFOUNDATION INC	125 N HAMILTON ST UNIT 1201	MADISON	WI	53703-4162	2012	$233,000	$836,606	$5,486,506		
201878599	SMS FOUNDATION INC	PO BOX 5324	MADISON	WI	53705-0324	2012	$222,000	$1,365,587	$5,482,289		
391822927	GREGORY C VAN WIE CHARITABLE FOUNDATION INC	2 EAST MIFFLIN STREET	MADISON	WI	53703-2889	2012	$214,000	$296,761	$4,470,727		(608) 257-5661
203941123	HIGHLANDS FOUNDATION INC	6001 N HIGHLANDS AVE	MADISON	WI	53705-1102	2012	$150,000	$2,047,760	$4,388,046		
391960035	BRADSHAW-KNIGHT FOUNDATION INC	712 HARRISON ST	MADISON	WI	53711-2017	2012	$488,000	$1,287,979	$4,143,987	JAMES A. KNIGHT, PRES.	(608) 260-9501
391561017	JOHN J FRAUTSCHI FAMILY FOUNDATION INC	303 LAKEWOOD BLVD	MADISON	WI	53704-5917	2011	$410,000	$1,869,012	$3,696,429		(608) 249-7028
396086822	CREMER FOUNDATION INC	PO BOX 1	MADISON	WI	53701	2012	$291,000	$1,107,372	$3,611,957	James Berkenstadt, Director	(608) 837-5166
391935038	COURTIER FOUNDATION INC	PO BOX 1497	MADISON	WI	53701-1497	2012	$168,000	$1,040,087	$3,343,318	DAVID W. REINECKE, SECY.-TREAS.	(608) 258-4224
396515741	786 FOUNDATION	PO BOX 8988	MADISON	WI	53708	2012	$218,000	$673,734	$3,119,059	Sharon Blank	(608) 232-2056
392012234	DANIEL W ERDMAN FOUNDATION INC	PO BOX 7900	MADISON	WI	53707-7900	2012	$212,000	$695,520	$1,941,648		
391836400	MARKOS FOUNDATION	PO BOX 5507	MADISON	WI	53705-0507	2012	$194,000	$1,391,824	$1,888,615		
391975376	PURPLE MOON FOUNDATION INC	2201 LAKELAND AVE	MADISON	WI	53704-5636	2012	$240,000	$588,947	$1,824,315		
450511132	BLOOMING PRAIRIE FOUNDATION INC	1882 EAST MAIN STREET, 2ND FLOOR	MADISON	WI	53704	2012	$378,000	$1,666,863	$1,817,434	Lynn Olson	(608) 556-3055
391969232	WISCONSIN YOUTH SYMPHONY ORCHESTRAS FOUNDATION INC	455 N PARK ST	MADISON	WI	53706-1405	2012	$76,000	$193,960	$1,761,491		
391839327	ENDRES MANUFACTURING FOUNDATION INC	350 S. HAMILTON STREET, SUITE 701	MADISON	WI	53603	2012	$38,000	$283,309	$1,498,912	c/o Diane Endres Ballweg, President	(608) 849-4143
396609049	POWERS-WOLFE CHARITABLE TRUST	6102 S HIGHLANDS AVE	MADISON	WI	53705-1113	2011	$85,000	$389,571	$1,414,887		
391914595	DAVID G AND NANCY B WALSH FAMILY FOUNDATION	PO BOX 1497	MADISON	WI	53701-1497	2012	$70,000	$701,962	$1,378,348		
396673858	GIALAMAS FAMILY FOUNDATION	1200 JOHN Q HAMMONS DR STE 500	MADISON	WI	53717-2199	2013	$6,000	$539,723	$1,365,886		
396070368	HOOPER FOUNDATION	PO BOX 7455	MADISON	WI	53707-7455	2012	$39,000	$199,108	$1,347,907	Robert Schaller, Controller	
392043572	BRAND FAMILY FOUNDATION	2 E MIFFLIN ST STE 901	MADISON	WI	53703-2862	2012	$64,000	$211,196	$1,290,689		
391568111	RAY KOENIG CHARITABLE FOUNDATION OF WPS INC	1717 W BROADWAY	MADISON	WI	53713-1834	2012	$10,000	$51,811	$1,206,980	WILLIAM C. BEISENSTEIN, SECY.-TREAS.	
391599548	KUEHL FAMILY CHARITABLE FUND	PO BOX 7900	MADISON	WI	53201-9668	2012	$42,000	$235,188	$1,183,601		
391947995	OUTRIDER FOUNDATION INC	100 WISCONSIN AVE STE 600	MADISON	WI	53703	2012	$5,000	$308,941	$1,151,713	FRANK E. BURGESS, PRES.	
391867322	PYLE FOUNDATION	3500 CORBEN CT	MADISON	WI	53704-2571	2012	$100,000	$184,041	$1,102,418	THOMAS F. PYLE, JR., TR.	(608) 245-3700
391172378	COMMUNITY SHARES OF WISCONSIN INC	612 W MAIN ST STE 200	MADISON	WI	53703-4714	2012	$537,000	$1,206,915	$1,076,772	CRYSTEL ANDERS, EXEC. DIR.	(608) 256-1066
391600091	STEINHAUER CHARITABLE FOUNDATION	440 SCIENCE DRIVE	MADISON	WI	53711-1064	2012	$80,000	$240,003	$941,123		
396635271	MAURICE AND ARLENE REESE FOUNDATION	713 LAKEWOOD BLVD	MADISON	WI	53704	2012	$40,000	$181,500	$912,777	Maurice Reese, Chair.	(608) 244-5765
201026113	OSCAR AND ANNA BENTLEY CHARITABLE FOUNDATION INC	4930 LAKE MENDOTA DR	MADISON	WI	53705-5304	2012	$25,000	$461,513	$786,969		
391888573	MARY ELLEN AND GOFF BEACH FAMILY FOUNDATION	722 WILDER DR	MADISON	WI	53704-6079	2013	$41,000	$272,502	$770,229	Thomas G. Beach	(608) 244-5186
396501184	MARCELLA S. PENDALL CHARITABLE REMAINDER ANNUITY TRUST	3306 QUINCY AVE	MADISON	WI	53704-4321	2012	$36,000	$168,513	$696,671	JOHN BUTTERS	
396038673	JOHN M OLIN TRUST	PO BOX 7900	MADISON	WI	53707-7900	2012	$25,000	$63,116	$483,796		
391639595	VOGEL FOUNDATION INC	PO BOX 7696	MADISON	WI	53707-7696	2012	$15,000	$88,791	$434,032	David L. Vogel, President	(608) 241-5454
391961593	E. J. PLESKO FOUNDATION	6515 GRAND TETON PLZ STE 300	MADISON	WI	53719-1048	2012	$5,000	$76,655	$414,965		
391984065	THERESE FOUNDATION	1328 VILAS AVE	MADISON	WI	53715-1552	2012	$8,000	$250,859	$413,745		
396764154	SHOCKLEY FOUNDATION	137 E WILSON ST UNIT 811	MADISON	WI	53703-3422	2012	$70,000	$310,847	$392,989		(608) 770-9440
396131048	BERTHA M JONES CHARITABLE TRUST	PO BOX 7900	MADISON	WI	53707-7900	2013	$22,000	$213,775	$340,638		
363754638	SANGER FOUNDATION INC	29 CAMBRIDGE CT	MADISON	WI	53704-5906	2012	$20,000	$9,086	$305,491	James R. Sanger, Director	
391250290	WISCONSIN HUMANITIES COUNCIL	222 S BEDFORD ST STE F	MADISON	WI	53703-4028	2012	$100,000	$938,098	$259,379	Dena Wortzel, Director, Program	(608) 262-0706
237401477	WALLACH FOUNDATION INC	9258 BEAR CLAW WAY	MADISON	WI	53717	2013	$28,000	$54,437	$223,413	Peter B. Wallach, President	(608) 831-1066
237034141	MADISON EAST ROTARY FOUNDATION INC	5617 COMANCHE WAY	MADISON	WI	53704	2012	$14,000	$12,073	$175,777	RICHARD FROHMADER, V.P.	
392030686	KELLY FAMILY FOUNDATION INC	401 CHARMANY DR STE 320	MADISON	WI	53719-1270	2012	$145,000	$467,257	$162,468		

EIN	Foundation	Address	City	State	ZipCode	Year	Total Giving	Income	Assets	Contact	Telephone
391918462	SUB-ZERO FOUNDATION INC	4717 HAMMERSLEY RD	MADISON	WI	53711-2708	2013	$279,000	$200,130	$158,134	Laurie Sullivan	(608) 270-3202
760762216	THOMAS AND JANET PLUMB FAMILY FOUNDATION INC	1221 JOHN Q HAMMONS DR	MADISON	WI	53717-2912	2012	$28,000	$11,446	$136,791		
391989358	HABUSH HABUSH & ROTTIER CHARITABLE FOUNDATION INC	150 EAST GILMAN STREET	MADISON	WI	53703		$108,000	$233,433	$119,530		
460515342	GORDON FLESCH CHARITABLE FOUNDATION INC	2675 RESEARCH PARK DR	MADISON	WI	53711-4906	2012	$90,000	$103,832	$47,131		
396105418	CUNA MUTUAL GROUP FOUNDATION INC	5910 MINERAL POINT RD	MADISON	WI	53705-4456	2011	$621,000	$654,120	$28,689	STEVEN A. GOLDBERG, EXEC. DIR.	(608) 231-7755
421614475	FIRST BUSINESS CHARITABLE FOUNDATION	401 CHARMANY DR	MADISON	WI	53719-1272	2012	$15,000	$40,051	$8,051	JAMES F. ROGELLA, C.F.O.	(608) 238-8008
396045309	WEBCRAFTERS-FRAUTSCHI FOUNDATION INC	PO BOX 7608	MADISON	WI	53707	2013	$133,000	$180,001	$3,434	John C. Weston	(608) 244-3561
200803937	VERIDIAN FOUNDATION INC	6801 S TOWNE DR	MADISON	WI	53713-1500	2011	$13,000	$200	$2,700		
391524830	C J WILLIAMS CENTRAL STORAGE FOUNDATION INC	PO BOX 7034	MADISON	WI	53707-7034	2012	$30,000	$30,001	$1,022	Kenneth R. Williams, President	(608) 221-7600
396651358	REED COLEMAN FAMILY FOUNDATION	201 WAUBESA STPO BOX 3037	MADISON	WI	53704	2012	$24,000	$1	$745		
396084283	A STURM AND SONS FOUNDATION INC	PO BOX 954	MANAWA	WI	54949-0954	2013	$121,000	$374,865	$2,700,940	Paul J. Sturm, Secretary-Treasurer	(920) 596-2511
396056375	RUTH ST JOHN & JOHN DUNHAM WEST FOUNDATION INC	915 MEMORIAL DR	MANITOWOC	WI	54220-2240	2012	$2,049,000	$33,489,152	$50,697,233	Thomas J. Bare, President	(920) 684-6110
396120403	JANE & ARTHUR STANGEL FUND INC	PO BOX 2303	MANITOWOC	WI	54221-2303	2012	$72,000	$210,216	$1,106,863	Richard R. Jodarski, President	(920) 652-3283
396548517	HAROLD C KALLIES CHARITABLE TRUST	402 N 8TH ST	MANITOWOC	WI	54220	2012	$163,000	$511,038	$981,736	First National Bank in Manitowoc. Attn: Paul Callan	(920) 652-3100
116621398	ROY AND DARLENE GEIGEL FOUNDATION A CHARITABLE TRUST	2916 COUNTY HWY B	MANITOWOC	WI	54220-0000	2012	$29,000	$46,855	$535		
391877824	RAYMOND AND MARIE GOLDBACH FOUNDATION INC	304 EAST ST	MARATHON	WI	54448-9643	2012	$1,439,000	$4,708,946	$20,344,214	JOHN L. SKOUG, PRES.	(715) 443-2211
391941148	FRANCIS R. & RUTH E. OBERREICH FOUNDATION CORPORATION	33 N BRIDGE ST PO BOX 400	MARKESAN	WI	53946-0400	2012	$65,000	$560,838	$2,451,334	RICHARD SLATE	(920) 398-2371
396077001	HAMILTON RODDIS FOUNDATION INC	1108 E 4TH ST	MARSHFIELD	WI	54449-4539	2012	$277,000	$2,877,637	$5,072,959	Augusta D. Roddis	(715) 384-9302
396578767	MARSHFIELD AREA COMMUNITY FOUNDATION	PO BOX 456	MARSHFIELD	WI	54449-0456	2012	$53,000	$2,032,619	$4,883,360	DEAN MARKWARDT, EXEC. DIR.	(715) 384-9029
391415821	TED AND GRACE BACHHUBER FOUNDATION INC	PO BOX 228	MAYVILLE	WI	53050-0228	2012	$1,670,000	$4,698,048	$25,634,820		(920) 387-5554
392011980	DUGAL CHARITABLE FOUNDATION INC	N8315 NORTH SHORE RD	MENASHA	WI	54952-9718	2012	$15,000	$8,447	$61,257		
222911380	ISADORE FOUNDATION INC	800 WOODLAND PRIME STE 100	MENOMONEE FLS	WI	53202-4206	2012	$8,000	$9,747	$78,650	WILLIAM J. HEILBRONNER	(414) 273-0500
391856240	MRA CHARITIES INC	N72W12922 GOOD HOPE RD	MENOMONEE FLS	WI	53051-4441	2012	$5,000	$31,500	$63,356	Willie Davis, c/o MRA Charities	(414) 771-1021
391819945	GREATER MENOMONIE AREA COMMUNITY FOUNDATION INC	PO BOX 498	MENOMONIE	WI	54751	2012	$61,000	$1,141,936	$3,856,459	MICHAEL GLAPA, EXEC. DIR.	(715) 232-8019
396589261	NICHOLAS FAMILY FOUNDATION	10309 N RIVER RD	MEQUON	WI	53092-4561	2012	$1,530,000	$3,584,074	$37,960,064	Lynn Nicholas	(262) 242-3040
391494625	KELBEN FOUNDATION INC	5112 W HIGHLAND	MEQUON	WI	53092	2011	$966,000	$3,390,918	$20,721,912	Mary Kellner	(626) 242-4794
251781266	RYAN MEMORIAL FOUNDATION	10936 N PT WSNTN RD	MEQUON	WI	53092-5031	2012	$1,079,000	$2,008,049	$6,140,207		(412) 392-2509
396695585	KAREN J. GLANERT CHARITABLE TRUST	2933 W RANGE LINE CT	MEQUON	WI	53092-5328	2012	$174,000	$1,197,008	$3,495,881	US Bank, N.A.	
391892757	WILLIAM G & BETTY SCHUETT FAMILY FOUNDATION INC	2900 HIDDEN LAKE RD	MEQUON	WI	53092	2012	$115,000	$874,859	$2,096,122	William G. Schuett, Jr.	(262) 240-0222
391715108	SUZANNE AND RICHARD PIEPER FAMILY FOUNDATION LTD	11602 N SHORECLIFF LN	MEQUON	WI	53092-3528	2012	$13,000	$2,832,187	$1,938,980	Suzanne Pieper	(262) 241-0527
263770441	CHARLES AND MARCIA LARSEN & ANTHONY AND PRISCILLA BEADELL FOUNDATION	10148 N SHERIDAN DR	MEQUON	WI	53092-6120	2012	$72,000	$514,896	$1,800,111		
391744652	JAMES WHEELER CAMPBELL MEMORIAL FOUNDATION INC	9728 N COURTLAND DR	MEQUON	WI	53092-6009	2012	$34,000	$2,973,939	$1,059,805		(414) 351-2970
391574612	STREICH FAMILY FOUNDATION INC	1423 W WESTPORT CIR	MEQUON	WI	53092-5753	2011	$27,000	$196,921	$1,044,388		
396732576	JOSEPH P AND ANN WENZLER FAMILY FOUNDATION	10056 N RANGE LINE RD	MEQUON	WI	53092-5433	2012	$31,000	$217,085	$735,535		(262) 242-5507
396608889	THOMAS A FOX CHARITABLE TRUST	200 E RAVINE DR	MEQUON	WI	53092-5888	2012	$23,000	$105,959	$677,559	STANLEY F. HACK, TR.	(262) 241-5663
391537158	SPLIT RAIL FOUNDATION INC	13337 N HAWTHORNE CT	MEQUON	WI	53097-1902	2012	$5,000	$56,950	$183,378	Patricia A Van Housen	
391928659	PAUL F AND LOIS K HEISS FAMILY FOUNDATION INC	3412 W RIVIERA CT	MEQUON	WI	53092-5209	2012	$76,000	$98,166	$90,442	PAUL F. HEISS, PRES.	
391806000	TIKKUN OLAM FOUNDATION INC	10033 N PORT WASHINGTON RD STE 175	MEQUON	WI	53092	2012	$36,000	$2,253	$90,010	ALEXANDRA DETORO, DIR.	(414) 964-7400
208179222	DOHMEN FAMILY FOUNDATION INC	3903 W MEQUON RD 112 N	MEQUON	WI	53092-0000	2012	$320,000	$350,093	$8,769		
396055102	ROSWELL N AND LEONA B STEARNS FOUNDATION INC	5225 NORTH IRONWOOD ROAD	MEQUON	WI	53217-4909	2012	$4,000	$1	$3,705	L.B. Stearns, President	
710985492	JAMES E DUTTON FOUNDATION INC	6655 RAINBOW DR	MERRILL	WI	54452-9134	2012	$108,000	$2,009,480	$3,356,608		
396702648	BART AND CHAR OLSON FOUNDATION	PO BOX 40	MERRIMAC	WI	53561-0040	2012	$25,000	$2,229	$258,958		
391824445	UNIVERSITY OF WISCONSIN MEDICAL FOUNDATION INC	7974 UW HEALTH CT	MIDDLETON	WI	53562-5531	2012	$49,102,000	$655,476,847	$406,450,936		

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391868295	PLEASANT T ROWLAND FOUNDATION	6120 UNIVERSITY AVENUE	MIDDLETON	WI	53562	2011	$10,739,000	$13,161,349	$48,897,875	Grants Manager	(608)-729-2811
391855130	OVERTURE FOUNDATION INC	6120 UNIVERSITY AVE	MIDDLETON	WI	53562-3461	2012	$473,000	$2,480,594	$19,588,953	Sandy Derer, c/o US Bank Plaza	(608) 294-9000
200514798	ROWLAND READING FOUNDATION INC	6120 UNIVERSITY AVENUE	MIDDLETON	WI	53562-3461	2012	$12,000	$8,488,315	$16,570,981		
330998350	MARVIN P VERHULST FOUNDATION INC	3821 SIGNATURE DR	MIDDLETON	WI	53562-2387	2011	$176,000	$959,704	$3,990,640		
205892278	BERBEEWAISH FOUNDATION INC	PO BOX 620676	MIDDLETON	WI	53562-0676	2012	$318,000	$1,446,910	$3,441,148		
656254236	DONALD W & MARGARET M ANDERSON FOUNDATION	3901 SIGNATURE DR	MIDDLETON	WI	53562-2388	2012	$227,000	$2,125,837	$2,897,488	Martha A. Van De Ven	(612) 475-0787
410809732	COOPERATIVE FOUNDATION	8215 GREENWAY BLVD	MIDDLETON	WI	53562-3685	2012	$25,000	$155,236	$1,362,941	Leslie S. Mead, President	(703) 578-1820
396076175	LANGENFELD PAULY FOUNDATION	3451 NAPPE DR	MIDDLETON	WI	53562-2373	2012	$6,000	$8,214	$48,367	GREGORY E. PAULY, PRES.	(920) 898-4842
262540887	WISCONSIN FOUNDATION INC	8215 GREENWAY BLVD	MIDDLETON	WI	53562-3685	2011	$44,000	$6,100	$7,102		
396037928	LYNDE AND HARRY BRADLEY FOUNDATION INC	1241 NORTH FRANKLIN PLACE	MILWAUKEE	WI	53202-2901	2011	$34,828,000	$261,414,152	$611,017,139		(414) 291-9915
396036407	GREATER MILWAUKEE FOUNDATION INC	101 W PLEASANT STREET SUITE 210	MILWAUKEE	WI	53212	2011	$23,062,000	$136,237,320	$479,699,027		(414) 272-5805
391570264	REIMAN FOUNDATION INC	115 SOUTH 84TH STREET SUITE 221	MILWAUKEE	WI	53214	2012	$4,373,000	$23,829,756	$121,589,825	MICHAEL J. HIPP, SECY.	(414) 456-0600
391828760	THE BURKE FOUNDATION INC	633 W WISCONSIN AVENUE, NO 900	MILWAUKEE	WI	53203	2012	$3,674,000	$115,519,105	$116,776,634		(414) 271-3966
391728908	NORTHWESTERN MUTUAL LIFE FOUNDATION	720 E WISCONSIN AVE RM 414	MILWAUKEE	WI	53202-4703	2012	$12,143,000	$16,318,941	$97,688,105	Gilbert R. Llanas	(414) 665-2904
391971548	WEST BEND COMMUNITY FOUNDATION INC	101 W PLEASANT ST STE 210	MILWAUKEE	WI	53212-3963	2011	$1,230,000	$6,512,984	$30,299,362		
391433726	WISCONSIN ENERGY CORPORATION FOUNDATION INC	231 W MICHIGAN ST	MILWAUKEE	WI	53203-2918	2012	$6,907,000	$15,918,699	$28,105,584		(414) 221-2107
396077241	JOSEPH J. AND VERA ZILBER FAMILY FOUNDATION	710 N PLANKINTON AVE STE 1200	MILWAUKEE	WI	53203-2404	2012	$5,282,000	$200,195	$26,748,406		(414) 274-2400
396061326	THE AMERICAN ACADEMY OF ALLERGY, ASTHMA, AND IMMUNOLOGY	555 E WELLS ST STE 1100	MILWAUKEE	WI	53202-3835	2012	$1,078,000	$11,972,693	$25,147,716	MICHAEL SCHATZ, PRES.	(414) 272-6071
391775567	THE KELLOGG FAMILY FOUNDATION INC	780 N WATER ST	MILWAUKEE	WI	53202-3512	2012	$4,970,000	$9,157,868	$22,977,056		
396043185	MARSHALL & ILSLEY FOUNDATION	770 N WATER STREET	MILWAUKEE	WI	53202	2012	$3,410,000	$7,482,741	$20,943,664	BETH KAATZ	(414) 765-7805
203510307	JOHNSON CONTROLS FOUNDATION INC	PO BOX 2043	MILWAUKEE	WI	53201-2043	2012	$6,537,000	$12,316,496	$20,393,290		
396435763	LUCILLE MEUSEL TRUST 512528950	PO BOX 3038	MILWAUKEE	WI	53201-3038	2011	$515,000	$7,755,681	$14,630,564		
391524311	RDK FOUNDATION	PO BOX 2043 LC 4NE	MILWAUKEE	WI	53201-9668	2013	$557,000	$5,806,687	$13,610,540	ROBERT ARCHER, V.P., U.S. BANK, N.A.	(414) 765-5135
46752868	ARGOSY FOUNDATION	555 E WELLS ST STE 1650	MILWAUKEE	WI	53202	2012	$4,379,000	$8,144,179	$12,967,915	MR. JEFFREY T. SNELL	
391519687	PECK FOUNDATION MILWAUKEE LTD	PO BOX 441	MILWAUKEE	WI	53201-0441	2012	$521,000	$6,087,386	$12,820,394	Karen Katz	(414) 273-7325
396100399	UNITED PERFORMING ARTS FUND INC	929 N WATER ST	MILWAUKEE	WI	53202-3122	2012	$7,571,000	$10,143,754	$11,453,478		
367368506	JEROME J. AND DOROTHY H. HOLZ FAMILY FOUNDATION	10400 W INNVTN DR STE 110	MILWAUKEE	WI	53226-4840	2012	$475,000	$26,777,000	$10,874,641	Donald H. Tushaus, Administrator	(414) 774-1031
396720806	CUDAHY FOUNDATION	925 E. WELLS ST SUITE 420	MILWAUKEE	WI	53202-3954	2012	$345,000	$6,117,974	$9,939,803	Kevin L. Lindsey	(414) 355-3000
391710914	HELEN BADER FOUNDATION INC	233 NORTH WATER STREET, 4TH FLOOR	MILWAUKEE	WI	53202	2012	$10,104,000	$15,643,304	$9,003,312		(414) 224-6464
391284018	DAVID UIHLEIN RACING MUSEUM FOUNDATION	322 E MICHIGAN ST STE 302	MILWAUKEE	WI	53202-5005	2012	$410,000	$1,462,972	$8,642,958		
391659070	JOY GLOBAL FOUNDATION INC	100 EAST WISCONSIN STREET, STE 2780	MILWAUKEE	WI	53202	2012	$395,000	$6,439,295	$8,140,442	Sandy McKenzie	(414) 671-7430
396541246	BERT L AND PATRICIA S STEIGLEDER CHARITABLE TRUST	411 EAST WISCONSIN AVENUE SUITE 2400	MILWAUKEE	WI	53202-4497	2013	$433,000	$2,155,982	$7,861,890	Henry J. Loos	
367278445	LESLIE & LORETTA COPELAND FOUNDATION TRUST 2600051400	PO BOX 3038	MILWAUKEE	WI	53201-3038	2012	$387,000	$4,260,479	$7,852,920		
396044488	SENSIENT TECHNOLOGIES FOUNDATION INC	777 E WISCONSIN AVE	MILWAUKEE	WI	53202-5304	2012	$545,000	$255,026	$7,155,962		(414) 271-6755
396790033	JOHN J & RUTH F KLOSS CHARITABLE TRUST 050010251200	PO BOX 2043	MILWAUKEE	WI	53201-2043	2013	$393,000	$5,668,608	$7,112,532		
391049364	SCHOENLEBER FOUNDATION INC	111 EAST WISCONSIN AVE	MILWAUKEE	WI	53202-4815	2012	$377,000	$2,677,751	$6,694,187	Peter C. Haensel, President	(414) 276-3400
391618778	LUX FOUNDATION INC	11414 W PARK PL STE 107	MILWAUKEE	WI	53224-3500	2012	$378,000	$1,733,173	$6,670,192	Stephen M Fisher & Associates LLP	(414) 359-9066
391486363	CHARTER MANUFACTURING COMPANY FOUNDATION INC	411 E WISCONSIN AVE STE 2040	MILWAUKEE	WI	53202-4497	2012	$1,020,000	$3,961,543	$6,606,478		(414) 277-5000
481307009	ROCKWELL AUTOMATION CHARITABLE CORP.	PO BOX 2980	MILWAUKEE	WI	53201-2980	2012	$4,971,000	$4,762,606	$6,353,434		
311576907	MAE E DEMMER CHARITABLE TRUST	111 E. WISCONSIN AVE	MILWAUKEE	WI	53202	2012	$359,000	$6,744,039	$6,130,298	JPMorgan Chase Bank, N.A.	(414) 977-2027
391586544	OSCAR C & AUGUSTA SCHLEGEL FOUNDATION	PO BOX 2980	MILWAUKEE	WI	53201-2980	2013	$325,000	$1,203,431	$5,409,991		(920) 436-1923
396713764	ANN E & JOSEPH F HEIL JR CHARITABLE TRUST	PO BOX 2980	MILWAUKEE	WI	53201-2980	2012	$483,000	$2,900,264	$4,734,278		
391713840	ARCHIE AND VIOLA MEINERZ FAMILY FOUNDATION INC	622 N WATER ST STE 500	MILWAUKEE	WI	53202-4910	2012	$226,000	$1,185,693	$4,622,658		(414) 273-3939
396076924	A O SMITH FOUNDATION INC	PO BOX 245008	MILWAUKEE	WI	53224-9508	2012	$1,100,000	$1,235,044	$3,897,093	ROGER S SMITH	
396551865	FOLEY FAMILY FOUNDATION	11414 W PARK PL STE 107	MILWAUKEE	WI	53224-3500	2012	$397,000	$1,012,469	$3,458,679	Stephen M. Fisher & Associates	(414) 359-9066
391559892	CHARLES D JACOBUS FAMILY FOUNDATION INC	11815 BRADLEY ROAD	MILWAUKEE	WI	53224	2011	$407,000	$1,193,801	$3,309,596	Missy MacLeod, President	(414) 577-0252
396044820	KRAUSE FAMILY FOUNDATION INC	5225 N IRONWOOD RD STE 109	MILWAUKEE	WI	53217-4909	2012	$457,000	$936,010	$3,063,182		(414) 273-2733
396046268	MARCUS CORPORATION FOUNDATION INC	100 E WISCONSIN AVE STE 1900	MILWAUKEE	WI	53202-4125	2012	$561,000	$1,725,291	$2,667,832	S. Marcus	
396074450	FAYE MCBEATH FOUNDATION	1020 N BROADWAY STE 112	MILWAUKEE	WI	53202-3157	2012	$984,000	$1,487,910	$2,453,272		(414) 272-2626
391300476	HERBERT H KOHL CHARITIES INC	825 N JEFFERSON ST STE 350	MILWAUKEE	WI	53202-3731	2012	$428,000	$968,681	$1,934,715		(414) 271-6600

EIN	Foundation	Address	City	State	ZipCode	Year	Total Giving	Income	Assets	Contact	Telephone
396055461	PUELICHER FOUNDATION INC	770 N WATER ST	MILWAUKEE	WI	53202-6648	2012	$333,000	$638,737	$1,839,020	JAMES B. WIGDALE, PRES.	(414) 287-7131
396643717	EINHORN FAMILY FOUNDATION	8205 N RIVER RD	MILWAUKEE	WI	53217-2546	2012	$399,000	$800,010	$1,638,500		
396759291	MOUAT CHARITABLE TRUST	1000 N WATER ST	MILWAUKEE	WI	53202	2012	$500,000	$1,522,386	$1,594,334		
391287508	FROMSTEIN FOUNDATION LTD	5205 N IRONWOOD RD STE 100	MILWAUKEE	WI	53217-4907	2013	$354,000	$1,234,364	$1,556,102		(414) 961-1000
200299349	ROUNDY'S FOUNDATION	875 Wast Wisconsin Avenue P O Box 473	MILWAUKEE	WI	53201-0473	2011	$391,000	$1,220,528	$1,342,093		(414) 231-6159
396059569	CHAPMAN FOUNDATION	312 E WISCONSIN AVE STE 402	MILWAUKEE	WI	53202-4305	2012	$420,000	$228,512	$806,014		(414) 291-8260
391892801	MERRILL FOUNDATION INC	400 E WISCONSIN AVE STE 300	MILWAUKEE	WI	53202-4407	2012	$359,000	$267,814	$696,501		(414) 291-8260
391805213	JACK AND JOAN STEIN FOUNDATION INC	5400 S 27TH ST	MILWAUKEE	WI	53221-3726	2012	$359,000	$908	$440,895		
396124770	PPC FOUNDATION INC	5070 N 35TH ST	MILWAUKEE	WI	53209-5302	2012	$420,000	$115,950	$348,857		(414) 462-7700
396078550	POLLYBILL FOUNDATION INC	111 E KILBOURN AVE 19TH FL	MILWAUKEE	WI	53202-6633	2011	$3,775,000	$5,568,507	$294,883		(414) 273-1300
200497413	JOHN M KOHLER FOUNDATION INC	PO BOX 2043	MILWAUKEE	WI	53201-2043	2012	$477,000	$332,299	$66,280		
237230686	RICHARD AND ETHEL HERZFELD FOUNDATION INC	219 N MILWAUKEE ST 7TH FL	MILWAUKEE	WI	53202	2012	$2,999,000	$16,820,883	$73,739,206	Laura Gembolis, Program Director	(414) 727-1136
396096593	CHIPSTONE FOUNDATION	777 E WISCONSIN AVE STE 3600	MILWAUKEE	WI	53202-5306	2011	$149,000	$16,168,877	$53,731,331	Allen M. Taylor, Chair	(414) 220-4321
367070455	1923 FUND	PO BOX 2043	MILWAUKEE	WI	53201-9668	2012	$2,478,000	$10,563,783	$35,335,814	US Bank, N.A.	(630) 637-2782
391098690	LUBAR FAMILY FOUNDATION INC	700 N WATER ST	MILWAUKEE	WI	53202-4206	2012	$2,695,000	$5,403,674	$32,589,853		(414) 291-9000
396107937	ROBERT W. BAIRD AND COMPANY FOUNDATION	777 EAST WISCONSIN AVENUE	MILWAUKEE	WI	53202	2012	$1,488,000	$23,830,403	$28,940,737		(414) 765-3500
396105450	BRADLEY FAMILY FOUNDATION INC	660 E MASON ST	MILWAUKEE	WI	53202	2012	$75,000	$1,409,426	$24,493,988	Cooke & Franke S.C.	(414) 271-5900
391826516	CAXAMBAS FOUNDATION INC	780 N WATER ST	MILWAUKEE	WI	53202-3590	2012	$150,000	$5,376,989	$24,048,141		
391769946	HARLEY DAVIDSON FOUNDATION INC	PO BOX 653	MILWAUKEE	WI	53208	2011	$2,309,000	$19,546,781	$22,571,903		(414) 343-4001
205768077	CERES TRUST	1000 N WATER STREET STE 2100	MILWAUKEE	WI	53202-6648	2011	$2,797,000	$3,832,357	$21,463,338		
237243490	MELITTA S PICK CHARITABLE TRUST	777 E WISCONSIN AVE STE 3800	MILWAUKEE	WI	53202-5306	2013	$1,697,000	$16,189,716	$18,596,160	Harrold J. McComas	(414) 297-5748
396040256	RALPH EVINRUDE FOUNDATION INC	411 E. WISCONSIN #2040	MILWAUKEE	WI	53202-4497	2012	$625,000	$2,910,150	$14,142,390		(414) 277-5000
391771579	ANON CHARITABLE TRUST	PO BOX 3194	MILWAUKEE	WI	53201-3194	2012	$633,000	$14,241,883	$13,176,169	Donald S Buzard	
396043962	TODD WEHR FOUNDATION INC	555 E WELLS ST STE 1900	MILWAUKEE	WI	53202-3819	2011	$270,000	$5,444,635	$11,719,407		(414) 273-2100
391870043	EUGENE J EDER CHARITABLE FOUNDATION INC	788 N JEFFERSON ST STE 200	MILWAUKEE	WI	53202-3710	2011	$605,000	$6,962,721	$10,147,072		
391776108	THE HERMA FAMILY FOUNDATION INC	780 N WATER ST	MILWAUKEE	WI	53202-3512	2012	$2,605,000	$13,268,949	$7,652,412		(414) 273-3500
396050150	GENE AND RUTH POSNER FOUNDATION INC	100 E WISCONSIN AVE STE 3300	MILWAUKEE	WI	53202-4108	2012	$259,000	$5,447,900	$7,395,039	Michael Best & Friedrich LLP	(414) 225-4992
391776268	PAT AND JAY BAKER FOUNDATION INC	780 N WATER ST	MILWAUKEE	WI	53202-3512	2012	$5,965,000	$25,129,899	$6,647,241		
311401478	PHOEBE R AND JOHN D LEWIS FOUNDATION	5205 N IRONWOOD RD STE 211	MILWAUKEE	WI	53217-4907	2012	$298,000	$2,279,461	$6,626,550		(414) 352-2284
391772862	DAVID AND RUTH COLEMAN CHARITABLE FOUNDATION INC	1610 N PROSPECT AVE STE 701	MILWAUKEE	WI	85028-6112	2011	$286,000	$4,101,031	$5,835,541	MRS. RUTH COLEMAN, PRES.	(414) 226-2209
266014448	JOHN C BOCK FOUNDATION	411 E WISCONSIN AVE STE 1000	MILWAUKEE	WI	53202-4497	2012	$153,000	$3,346,316	$5,503,238		
396584789	MARTIN FAMILY FOUNDATION	2601 W CEDAR LN	MILWAUKEE	WI	53217-1138	2012	$243,000	$3,646,796	$5,282,259	VINCENT L. MARTIN, TR.	(414) 351-6506
431974269	JOHN & CAROLYN PETERSON CHARITABLE FOUNDATION	411 E WISCONSIN AVE STE 2040	MILWAUKEE	WI	53202-4426	2012	$225,000	$2,726,112	$5,195,547		
396097994	R D & LINDA PETERS FOUNDATION INC	PO BOX 3038	MILWAUKEE	WI	53201	2012	$257,000	$1,969,804	$4,991,776	Richard Hugo, c/o JPMorgan Chase Bank, N.A.	(414) 977-1204
137105970	THE CHARLES MITCHELL SCHOLARSHIP TRUST	PO BOX 3038	MILWAUKEE	WI	53201	2012	$216,000	$2,688,822	$4,697,785	JPMorgan Chase Bank	(414) 977-1210
208762273	MEIER FAMILY FOUNDATION	PO BOX 3038	MILWAUKEE	WI	53201-3038	2012	$247,000	$1,040,918	$4,674,277		
581875562	THE TURNER FOUNDATION	PO BOX 3038	MILWAUKEE	WI	53201	2012	$219,000	$2,040,990	$4,455,142	JPMorgan Chase Bank, N.A.	(414) 977-1210
203304824	BRADY CORPORATION FOUNDATION INC	6555 W GOOD HOPE RD	MILWAUKEE	WI	53223-4634	2012	$150,000	$1,692,476	$4,422,359		
391642918	FRIEDA & WILLIAM HUNT MEMORIAL TRUST	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5306	2012	$216,000	$911,436	$4,322,304	Foley & Lardner LLP	(414) 297-5786
391461670	FRANK L WEYENBERG CHARITABLE TRUST	411 E WISCONSIN AVE, STE 2040	MILWAUKEE	WI	53202-4497	2012	$163,000	$1,385,974	$4,227,681		(414) 277-5000
396719617	JOSEPH & SARAH VAN DRISSE CHARITABLE TRUST UAD 12-1-1999	PO BOX 3038	MILWAUKEE	WI	53201	2012	$205,000	$1,819,084	$3,946,672	JPMorgan Chase Bank	(414) 977-1210
396042029	REXNORD FOUNDATION INC	4701 W GREENFIELD AVE	MILWAUKEE	WI	53214	2012	$278,000	$4,921,808	$3,903,707	Rexnord Industries	(414) 643-3000
391530775	MOREY W AND LILLIAN L KASCH FOUNDATION INC	2533 N WAHL AVE	MILWAUKEE	WI	53211-3825	2012	$36,000	$672,318	$3,853,532		(262) 241-8884
391656190	ASTOR STREET FOUNDATION INC	1122 N ASTOR ST	MILWAUKEE	WI	53202-3327	2012	$201,000	$1,034,500	$3,693,209		(414) 272-2747
396126798	ALVIN & MARION BIRNSCHEIN FOUNDATION	111 E WISCONSIN AVE STE 1800	MILWAUKEE	WI	53202-4809	2012	$181,000	$1,415,957	$3,452,767	PETER C. HAENSEL, PRES.	(414) 276-3400
391694304	DODSON FOUNDATION INC	100 E WISCONSIN AVE STE 3300	MILWAUKEE	WI	53202-4108	2012	$259,000	$1,083,947	$3,421,353	Timothy G. Schally	(414) 271-6560
396037585	MARJORIE L. CHRISTIANSEN FOUNDATION	111 E WISCONSIN AVE, 12TH FLR	MILWAUKEE	WI	53201	2012	$117,000	$1,907,539	$3,013,467	Bank One Trust Co.	(414) 977-2027
311723311	FITZSIMONDS CHARITABLE TRUST	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5306	2012	$89,000	$1,637,217	$2,993,152	Keith A. Christiansen	
396040377	BRIGGS & STRATTON CORPORATION FOUNDATION INC	PO BOX 702	MILWAUKEE	WI	53201	2012	$636,000	$776,343	$2,963,263	ROBERT F. HEATH	(414) 259-5333
205706620	SPIDER SHORES FOUNDATION INC	PO BOX 3194	MILWAUKEE	WI	53259-0001	2012	$120,000	$1,146,904	$2,914,385	PETER WOLTERS, C/O US BANK	414-765-5009
396756635	MARY, MARTHA & EMMETT J. DOERR CHARITABLE TRUST	11270 W PARK PLACE, STE 400	MILWAUKEE	WI	53224	2012	$147,000	$709,157	$2,833,016	M&I Trust Co, N.A.	(414) 223-1493
391777930	ELIZABETH J TELLIER FOUNDATION INC	1000 NORTH WATER STREET	MILWAUKEE	WI	53202-6648	2013	$168,000	$1,433,194	$2,818,490	Robert W. Chernow, Treasurer	(414) 347-7089
930756960	ROTARY CLUB OF MILWAUKEE FOUNDATION	PO BOX 2043	MILWAUKEE	WI	53201-9116	2012	$190,000	$840,453	$2,737,518		

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391980599	HAMILTON FAMILY FOUNDATION INC	411 E WISCONSIN AVE STE 1000	MILWAUKEE	WI	53202-4409	2012	$183,000	$258,635	$2,709,333		
396786974	WILLIAM STARK JONES FOUNDATION	250 W COVENTRY CT STE 207	MILWAUKEE	WI	53217-3966	2012	$130,000	$1,427,716	$2,705,378		
391666544	ELMORE & ALYCE KRAEMER CHARITABLE TRUST	PO BOX 2980	MILWAUKEE	WI	60603-0000	2013	$162,000	$872,088	$2,684,917		
396051879	STEVE J MILLER FOUNDATION	111 E KILBOURN AVE 4TH FL STE 200	MILWAUKEE	WI	08534-0671	2012	$128,000	$1,594,508	$2,648,122	MICHAEL J. SHELDON, SECY.-TREAS.	(414) 287-7184
776226019	ANDY L AND LEONE SHELDON CHARITABLE TRUST	PO BOX 2043	MILWAUKEE	WI	53201-2043	2012	$138,000	$483,157	$2,634,077		
391707934	MARJORIE SIEBERT AYLEN FOUNDATION INC	111 E WISCONSIN AVE STE 1940	MILWAUKEE	WI	53202-4815	2012	$127,000	$1,062,110	$2,547,413	Lichtsinn & Haensel	(414) 276-3400
391891090	MARCUS FAMILY CHARITABLE TRUST	100 E WISCONSIN AVE STE 1900	MILWAUKEE	WI	53202-4132	2012	$220,000	$540,256	$2,534,601	STEPHEN MARCUS, TR.	(414) 905-1530
396630656	STELLA H. JONES FOUNDATION	100 E WISCONSIN AVE STE 3300	MILWAUKEE	WI	53202-4108	2012	$102,000	$1,281,580	$2,475,659		(414) 271-6560
396045338	HELLER FOUNDATION INC	780 N WATER ST 15TH FLOOR	MILWAUKEE	WI	53202-3512	2012	$136,000	$288,800	$2,331,967		(414) 425-9650
396077488	HENRY H. UIHLEIN, SR. AND MARION 'POLLY' S. UIHLEIN FOUNDATION	PO BOX 245040	MILWAUKEE	WI	53224-9540	2012	$115,000	$759,506	$2,331,618		
396084238	DOROTHY INBUSCH FOUNDATION INC	660 E MASON ST	MILWAUKEE	WI	53202-3877	2012	$99,000	$209,510	$2,309,393	Thomas J. Drought, Cook & Franke SC	(414) 227-1213
396064898	EDWARD U. DEMMER FOUNDATION	777 E WISCONSIN AVE	MILWAUKEE	WI	53202-5300	2012	$209,000	$4,444,006	$2,204,380	Timothy R. Aik, VICE-PRESIDENT, Bank One Trust Co., N.A.	(414) 765-2800
391602180	ELIZABETH ELSER DOOLITTLE CHARITABLE TRUST NO. 1	777 E WISCONSIN AVE, STE 3600	MILWAUKEE	WI	53202	2012	$101,000	$1,250,182	$2,160,017	RICHARD S. GALLAGHER, TR.	
396687485	WEISS FAMILY FOUNDATION	413 N 2ND ST UNIT 125	MILWAUKEE	WI	53203-3123	2011	$71,000	$703,293	$2,142,830		
391768859	JOAN & FRED BRENGEL FAMILY FOUNDATION INC	C/O STEPHEN M FISHER ASSOCIATES	MILWAUKEE	WI	53224-0000	2012	$112,000	$1,280,849	$2,114,945	C/O Stephen M. Fischer & Associates LLP	(414) 359-9066
391480641	EVERETT SMITH GROUP FOUNDATION LTD	800 N MARSHALL ST	MILWAUKEE	WI	53202-3911	2012	$186,000	$2,217,500	$2,000,994	Elizabeth H. Perry, President	(414) 273-3421
930757026	PHILIP RUBENSTEIN FOUNDATION INC	400 W BODEN STREET	MILWAUKEE	WI	53207	2013	$117,000	$1,195,247	$1,958,650	Herbert Rubenstein, President	(414) 271-3966
396033236	ROBERT A UIHLEIN FOUNDATION	322 E MICHIGAN ST STE 302	MILWAUKEE	WI	53202-5005	2012	$170,000	$920,675	$1,864,111		
396755670	SAMUEL D & VIRGINIA B SAFFRO CHARITABLE TRUST	DOUGLAS LEVY 501 W NORTH SHORE	MILWAUKEE	WI	53217-0000	2012	$70,000	$74,781	$1,787,266	Douglas S. Levy, Trustee	(414) 362-4720
391970152	BREWERS CHARITIES INC	ONE BREWERS WAY MILLER PARK	MILWAUKEE	WI	53214-0000	2012	$1,580,000	$3,309,469	$1,757,953	LYNN SPRANGERS, PRES.	(414) 902-4611
396511776	PHYLLIS & WALTER MALZAHN CHARITABLE TRUST	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5367	2012	$43,000	$1,867,899	$1,699,810	George Dionisopoulos, Foley & Lardner	(414) 297-5750
391892888	GEIGER FAMILY FOUNDATION INC	111 E WISCONSIN AVE STE 1800	MILWAUKEE	WI	53202-4809	2012	$97,000	$477,212	$1,682,058		(414) 276-3400
206875950	MELVIN & MARY PALMER CHARITABLE TRUST	PO BOX 297	MILWAUKEE	WI	53201-0297	2013	$88,000	$43,076	$1,666,324		
391509343	CAMILLE A. LONSTORF TRUST	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5313	2012	$81,000	$665,076	$1,608,609	Wayne R. Lueders	(414) 297-5750
396076956	GARDNER FOUNDATION	6970 N BARNETT LANE	MILWAUKEE	WI	53217	2012	$69,000	$138,784	$1,561,892	THEODORE FRIEDLANDER, JR., PRES.	
391366836	TRAINER FAMILY FOUNDATION INC	322 E MICHIGAN ST STE 302	MILWAUKEE	WI	53202-5005	2012	$33,000	$349,332	$1,514,338	Glenora Co.	
396043635	BADGER METER FOUNDATION INC	4545 WEST BROWN DEER ROAD	MILWAUKEE	WI	53223	2012	$81,000	$283,363	$1,505,403	BETH MCCALLISTER, SECY.	(414) 371-5704
237098671	ALBERT J AND FLORA H ELLINGER FOUNDATION INC	735 N WATER ST	MILWAUKEE	WI	53202	2012	$20,000	$202,524	$1,458,349	CLAYTON R. HAHN, C/O Borgelt & Powell, Peterson & Fraun	
390945311	YOUTH FOUNDATION INC	12300 W CENTER ST	MILWAUKEE	WI	53222-4072	2012	$4,000	$221,400	$1,401,075	Scott Bush	(414) 778-4929
391570459	TELLY FOUNDATION LTD	770 N WATER ST	MILWAUKEE	WI	53202-0002	2012	$84,000	$326,622	$1,375,451		
396042920	HERBERT AND FERN ELLIOTT FAMILY FOUNDATION INC	PO BOX 240500	MILWAUKEE	WI	53224-9017	2012	$65,000	$217,278	$1,303,913	WILLIAM ELLIOTT, DIR.	(414) 540-4000
396654547	DOUGLASS ARCHIBALD JR CHAR TRUST UW DTD 040897 31-G057-01-6	PO BOX 2980	MILWAUKEE	WI	53201-2980	2013	$58,000	$112,271	$1,262,720		(414) 287-7182
391708686	ELLAMAE SIEBERT FOUNDATION INC	111 EAST WISCONSIN AVE	MILWAUKEE	WI	53202-4815	2012	$64,000	$600,445	$1,228,531	Frank W. Bastian, President	(414) 276-3400
391480248	ARTHUR J DONALD FAMILY FOUNDATION INC	C/O STEPHEN M FISHER ASSOCIATES	MILWAUKEE	WI	53202-5367	2012	$22,000	$353,050	$1,224,523		
391574609	GEBHARDT FOUNDATION INC	7123 W CALUMET RD	MILWAUKEE	WI	53223-4007	2012	$54,000	$280,469	$1,206,461		
392012512	ARDEN FOUNDATION INC	1200 N MAYFAIR RD STE 430	MILWAUKEE	WI	53226-3283	2012	$54,000	$85,150	$1,160,856	Margaret T. Lund	(414) 271-5900
391644738	TORAH FOUNDATION OF MILWAUKEE INC	4900 W BURLEIGH ST	MILWAUKEE	WI	53210-1644	2011	$228,000	$15,208	$1,151,641		
391971724	GUSTAV AND GLADYS KINDT FOUNDATION	555 E WELLS ST STE 1900	MILWAUKEE	WI	53202-3819	2012	$30,000	$287,860	$1,132,307	JOHN B. HAYDON, TR.	(414) 273-2100
271525501	WILLIAM AND SANDRA HAACK FAMILY FOUNDATION INC	10700 W RESEARCH DR STE 140	MILWAUKEE	WI	53226-3458	2012	$100,000	$449,202	$1,102,164		
391098935	KOSS FOUNDATION INC	4129 PORT WASHINGTON RDF	MILWAUKEE	WI	53212-0000	2012	$159,000	$226,985	$1,075,235	Michael J. Koss	(414) 964-5000
391426224	ANNE AND FRED LUBER FOUNDATION	777 N PROSPECT AVE	MILWAUKEE	WI	53202-4000	2012	$209,000	$169,768	$1,053,332	FRED G. LUBER, PRES.	
396042097	ANTOINETTE A. KEENAN TRUST	PO BOX 2980	MILWAUKEE	WI	53201-2980	2013	$70,000	$410,093	$1,024,642	JAY LAKRITZ, TRUST OFF.	
396685541	THE THOMAS J REINHART FOUNDATION	555 E WELLS ST STE 1900	MILWAUKEE	WI	53202-3804	2012	$32,000	$82,562	$1,006,778		
391336290	MOSES AND CAROLINE SHALLOW SCHOLARSHIP FOUNDATION INC	PO BOX 2980	MILWAUKEE	WI	53201-2980	2012	$4,000	$780,846	$1,005,387	Father Joseph Dorner	(715) 856-5276
396681155	PLUNKETT FAMILY FOUNDATION	8500 N RIVER RD	MILWAUKEE	WI	53217-2013	2012	$21,000	$19,437	$991,491	KATHERINE PLUNKETT, TR.	
391232384	CHARLES D ORTGIESEN FOUNDATION INC	C/O GEORGE A DIONISOPOULOS	MILWAUKEE	WI	53202-0000	2013	$6,000	$338,318	$941,908	MARGARET G. REITER, TREAS.	
742405298	BUCK FOUNDATION	3559 N SUMMIT AVENUE	MILWAUKEE	WI	53211	2012	$71,000	$993,410	$929,841	P. J. D'Amico, Program Officer	(303) 565-7344
391710863	BARBARA MEYER ELSNER FOUNDATION INC	2420 N TERRACE AVE	MILWAUKEE	WI	53211-4511	2012	$10,000	$94,882	$903,415		

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582464615	JENNIFER FRIEDMAN HILLIS FAMILY FOUNDATION INC	951 E WYE LN	MILWAUKEE	WI	53217-3649	2012	$30,000	$109,392	$875,788		(954) 351-9000
396054122	RENE VON SCHLEINITZ FOUNDATION LTD	5555 NORTH PORT WASHINGTON ROAD NO	MILWAUKEE	WI	53217-4929	2012	$30,000	$2,581,222	$828,205		
396787501	MEELEUS CHARITABLE TRUST	PO BOX 2043	MILWAUKEE	WI	53201-2043	2013	$32,000	$96,105	$823,216		
397356130	CLARE M PETERS CHARITABLE TRUST	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5306	2012	$23,000	$277,872	$819,250	HARROLD J. MCCOMAS, TR.	
311656951	ANTHONY PETULLO FOUNDATION INC	219 NORTH MILWAUKEE STREET, 3RD FLOOR	MILWAUKEE	WI	53202	2012	$155,000	$308,741	$805,360	Anthony Petullo	(414) 332-1566
396700437	THE GILLETTE FAMILY FOUNDATION	2323 MAYFAIR RD STE 240	MILWAUKEE	WI	53226-1506	2012	$44,000	$46,599	$802,354		(414) 475-6565
391549381	EXTENDICARE FOUNDATION INC	111 W MICHIGAN ST	MILWAUKEE	WI	53203-2903	2012	$263,000	$191,784	$787,450		(800) 395-5000
396045395	CHARLES D. AND ELENORE P. ASHLEY FOUNDATION	PO BOX 2043	MILWAUKEE	WI	53201-9668	2012	$11,000	$344,159	$769,200		(414) 765-6038
396700438	VINGER FAM FOUNDATION	2323 N MAYFAIR RD STE 240	MILWAUKEE	WI	53226-1506	2012	$21,000	$46,326	$768,584		(414) 475-6565
396050126	OILGEAR FERRIS FOUNDATION	PO BOX 2980	MILWAUKEE	WI	53201-2980	2012	$26,000	$94,791	$763,061	THOMAS PRICE, TREAS.	
356807201	DONALD E & EUNICE V DOW CHARITABLE TRUST	PO BOX 2043	MILWAUKEE	WI	53201-2043	2013	$36,000	$533,296	$745,283		
391416063	CREAM CITY ASSOCIATION FOUNDATION INC	759 N MILWAUKEE ST	MILWAUKEE	WI	53202-3795	2011	$32,000	$308,493	$744,096	MARIA CADENAS, EXEC. DIR.	(414) 225-0244
912165866	CHARLES ADAMS NATURE RESEARCH FOUNDATION 2600230600	C/O JPMORGAN CHASE BANKNAPOBOX 3038	MILWAUKEE	WI	53201-0000	2012	$30,000	$417,464	$728,046		
396107521	LASKIN FAMILY FOUNDATION INC	PO BOX 510260	MILWAUKEE	WI	53203-0054	2012	$85,000	$479,842	$706,372		(414) 287-9379
207051623	RALPH F & CORA E OBERNDORFER FAMILY TRUST	PO BOX 2977	MILWAUKEE	WI	53201-2977	2012	$39,000	$44,844	$699,534		
206376990	KAREN AND ERIC DERMOND FOUNDATION	825 N PROSPECT AVE UNIT 3002	MILWAUKEE	WI	53202-3968	2012	$43,000	$172,530	$687,068		
391388865	KENNETH G MARSDEN FOUNDATION	PO BOX 2980	MILWAUKEE	WI	53201-2980	2012	$68,000	$83,263	$642,052	M&I Trust Co.	(920) 436-1923
391963274	JAMES E. AND JOHN A. KEYES FAMILIES FOUNDATION	788 N JEFFERSON STREET	MILWAUKEE	WI	53202-3718	2012	$5,000	$236,507	$601,093		(262) 549-1700
396696729	ELIZABETH JONES CHISHOLM CHARITABLE TRUST	777 E WISCONSIN AVE	MILWAUKEE	WI	53202-5306	2012	$16,000	$219,787	$586,423	Foley & Lardner	(414) 297-2400
206299515	MAXSAN FOUNDATION	825 N PROSPECT AVE UNIT 2402	MILWAUKEE	WI	53202-3966	2012	$22,000	$200,923	$579,539		
391938591	LEAF LTD	125 S 84TH ST STE 100	MILWAUKEE	WI	53214-1498	2011	$47,000	$406,259	$577,207	Kerber, Eck & Braeckel LLP	(414) 456-1099
391966766	KATHLEEN & FRANK THOMETZ CHARITABLE FOUNDATION INC	8135 N RANGE LINE RD	MILWAUKEE	WI	53217-2043	2012	$41,000	$530,075	$574,991	Frank Thometz, President; or Kathleen Thometz, VICE-PRESIDENT	
207158138	NITA SOREF 2006 CHARITABLE TRUST	777 EAST WISCONSIN AVE	MILWAUKEE	WI	53202-5300	2012	$45,000	$224,048	$565,761		
391686098	JAY M. & JOAN K. LIEBERMAN CHARITABLE FUND	9300 N LAKE DR	MILWAUKEE	WI	53217-1446	2012	$44,000	$368,018	$544,507		(414) 352-3390
392013649	NIA FUND INC	1158 E KANE PL	MILWAUKEE	WI	53202-1629	2012	$77,000	$11,770	$527,791	JULILLY W. KOHLER, DIR.	(414) 271-9979
391570608	DONALD & RUTH P TAYLOR FAMILY FOUNDATION	C/O STEPHEN M FISHER ASSOCIATES	MILWAUKEE	WI	53224-0000	2012	$37,000	$240,857	$511,529		
391744801	MARY PAULY LACY FOUNDATION INC	777 E WISCONSIN AVE STE 3600	MILWAUKEE	WI	53202-5300	2012	$30,000	$432,483	$497,782		
396728303	TINSLEY HELTON CHARITABLE TRUST	350 W GREEN TREE RD	MILWAUKEE	WI	53217-3815	2012	$72,000	$20,404	$490,414		
396042218	STRATTON FOUNDATION INC	411 E WISCONSIN AVE, STE 2040	MILWAUKEE	WI	53202-4497	2012	$46,000	$36,818	$465,002		(414) 277-5000
396713131	THE MELVIN AND FRANCES KIRBY FOUNDATION	111 W MONROE ST	MILWAUKEE	WI	60603-4096	2012	$54,000	$32,081	$464,864		
396735003	HISLOP FAMILY FOUNDATION	PO BOX 2043	MILWAUKEE	WI	53201-9668	2013	$12,000	$119,328	$404,723		(414) 765-5118
391365837	PARK BANK FOUNDATION	330 E KILBOURN AVE	MILWAUKEE	WI	53202-3170	2012	$81,000	$2,257	$403,847	CAROLYN TORCIVIA SECRETARY	(414) 270-3209
396036556	PFISTER & VOGEL TANNING COMPANY, INC. FOUNDATION	PO BOX 2043	MILWAUKEE	WI	53201-9668	2013	$12,000	$289,557	$392,453		(414) 765-6038
391364810	THOMAS J BLIFFERT FOUNDATION INC	111 E WISCONSIN AVE STE 1800	MILWAUKEE	WI	53202-4809	2012	$10,000	$208,058	$387,799		
391487991	SEAMAN-GOES FAMILY FOUNDATION INC	2505 E BRADFORD AVE APT 4205	MILWAUKEE	WI	53211-4265	2013	$9,000	$128,465	$365,621		(262) 367-2729
366317013	BORISCH FOUNDATION INC	C/O G DIONISOPOULOS FOLEY LARDN	MILWAUKEE	WI	53202-0000	2012	$24,000	$133,456	$360,720		
306039662	ROBERT AND VIRGINIA CORNOG FAMILY FOUNDATION	777 E WISCONSIN AVE	MILWAUKEE	WI	53202-5300	2012	$30,000	$6,470	$354,897	ROBERT A. CORNOG	(239) 435-1047
366075580	JAMES A DOOLEY FOUNDATION	622 N WATER ST NO 500	MILWAUKEE	WI	53202-0000	2013	$46,000	$100,739	$349,385		(414) 273-3939
391563071	GERALD J AND ROSALIE E KAHN FAMILY FOUNDATION INC	780 N WATER ST	MILWAUKEE	WI	53202-3590	2012	$24,000	$78	$345,285		
396044673	WILL ROSS MEMORIAL FOUNDATION INC	PO BOX 170814	MILWAUKEE	WI	53217	2012	$136,000	$361,137	$316,349	MARY ANN W. LABAHN, V.P. AND TREAS.	
391999556	MATRIX FOUNDATION	8025 N RANGE LINE RD	MILWAUKEE	WI	53092-5571	2012	$80,000	$250,629	$309,592		
391562476	HAZELYN AND HAROLD MCCOMAS CHARITABLE TRUST	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5306	2012	$6,000	$97,344	$308,068	HARROLD J. MCCOMAS, TR.	
391037948	APPLE FAMILY FOUNDATION INC	4684 N WILSHIRE RD	MILWAUKEE	WI	53211	2012	$25,000	$82,227	$288,595	JONATHAN P. APPLE, PRES.	
396044395	MATHILDE U AND ALBERT ELSER FOUNDATION INC	777 E WISCONSIN AVE STE 3600	MILWAUKEE	WI	53202-5367	2012	$19,000	$61,406	$268,599	RICHARD S. GALLAGHER, SECY.	(414) 297-5734
391805123	SOMMERHAUSER FOUNDATION INC	780 N WATER ST	MILWAUKEE	WI	53202-3512	2012	$24,000	$262,483	$255,927		
391977961	R & R HERITAGE FOUNDATION INC	111 E WISCONSIN AVE STE 1800	MILWAUKEE	WI	53202-4809	2012	$9,000	$56,485	$218,789		

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396671553	JOHN A SLAYTON CHARITABLE TRUST	C/O BMO GLOBAL ASSET MANAGEMENT PO	MILWAUKEE	WI	53201-0000	2012	$28,000	$32,934	$179,228		
396645370	WEYCO GROUP CHARITABLE TRUST	PO BOX 1188	MILWAUKEE	WI	53201-1188	2012	$111,000	$151,270	$172,167	John F. Wittkowske, Trustee	(414) 908-1880
396447538	ERDMAN FOUNDATION	PO BOX 2980	MILWAUKEE	WI	53201	2012	$123,000	$17,171	$167,976	Allen G. Hembel	(608) 238-0211
391834399	ELAINE B EISNER CHARITABLE FOUNDATION	PO BOX 28800	MILWAUKEE	WI	53220	2012	$4,000	$12,770	$126,915		
396698787	TRINITY CHARITABLE TRUST	1230 E COURTLAND PL	MILWAUKEE	WI	53211-1163	2012	$85,000	$76,832	$120,850		
396027058	SERVICE CLUB OF MILWAUKEE INC	425 E APPLE TREE RD	MILWAUKEE	WI	53217-4237	2012	$48,000	$141,263	$110,026		
391980153	DONALD W LAYDEN JR & MARY JO LAYDEN FAMILY FOUNDATION INC	923 E KILBOURN AVE STE 2900	MILWAUKEE	WI	53202-3493	2012	$34,000	$195,889	$105,403		
391853515	BUSINESS COUNCIL	756 NORTH MILWAUKEE STREET	MILWAUKEE	WI	53202-3719	2012	$85,000	$103,504	$104,754		
391287503	GILBERT & J DOROTHY PALAY FAMILY FOUNDATION LTD	7123 N BARNETT LN	MILWAUKEE	WI	53217-3608	2013	$95,000	$22,015	$82,052		
396126790	BOSTROM FOUNDATION INC	1800 N PROSPECT AVE APT 2C	MILWAUKEE	WI	53202-1966	2012	$35,000	$701	$60,261	HAROLD W. BOSTROM, PRES.	(262) 646-2435
527253360	LFF FOUNDATION	322 E MICHIGAN ST STE 250	MILWAUKEE	WI	53202-5010	2012	$5,000	$3,363	$50,738	THEODORE FRIEDLANDER III, V.P.	
391522057	RITE-HITE CORPORATION FOUNDATION INC	8900 N ARBON DR	MILWAUKEE	WI	53223-2451	2012	$77,000	$100,000	$45,169	Mark Kirkish	(414) 355-2600
391575325	JOHN J BURKE FAMILY FOUNDATION INC	622 N WATER ST STE 200	MILWAUKEE	WI	53202-4997	2012	$580,000	$6,452	$31,068		
391868601	SUSAN & LEANDER JENNINGS FOUNDATION INC	230 E MACARTHUR RD	MILWAUKEE	WI	53217-3237	2012	$14,000	$2	$26,078	SUSAN JENNINGS, V.P.	(414) 352-1791
396548548	HOCKERMAN CHARITABLE TRUST	411 E WISCONSIN AVE STE 700	MILWAUKEE	WI	53202-4427	2012	$14,000	$12	$20,883		
261591945	SANDSTONE FOUNDATION INC	223 N WATER ST STE 500	MILWAUKEE	WI	53202-5773	2012	$36,000	$1	$20,081		
391627844	MCDONOUGH FOUNDATION INC	C/O CHRIS NOYES 780 N WATER ST	MILWAUKEE	WI	53202-3590	2013	$314,000	$195,001	$16,364	RICHARD BLISS	
391822364	DAVID AND JULIA UIHLEIN CHARITABLE FOUNDATION INC	322 E MICHIGAN ST STE 302	MILWAUKEE	WI	53202-5005	2012	$2,755,000	$2,877,500	$16,211		
396586346	DANIEL AND LINDA BADER FOUNDATION	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5306	2012	$242,000	$83,477	$7,602	Wayne R. Lueders, Trustee	(414) 297-5786
396067854	MILWAUKEE WESTERN BANK FOUNDATION INC	6001 W CAPITOL DR	MILWAUKEE	WI	53216-2196	2012	$4,000	$12	$6,886		
391783126	THE OTHER STRATTON FOUNDATION INC	777 E WISCONSIN AVE STE 1400	MILWAUKEE	WI	53202	2013	$240,000	$164,949	$3,659		(414) 347-1590
391286422	JAY KAY FOUNDATION	101 W PLEASANT ST STE 210	MILWAUKEE	WI	53212-3963	2011	$26,000		$2,367		
311735982	ALLAN H AND SUZANNE L SELIG FAMILY FOUNDATION INC	777 E WISCONSIN AVE STE 3500	MILWAUKEE	WI	53202-5313	2012	$27,000	$25,469	$2,338		
201284533	RAO FAMILY FOUNDATION INC	2655 N MAYFAIR RD	MILWAUKEE	WI	53226-1302	2012	$15,000	$400	$580		
391743438	GREENHILL FOUNDATION CHARITABLE TRUST	411 E WISCONSIN AVE STE 1000	MILWAUKEE	WI	53202-4409	2012	$28,000	$6,750	$1		(414) 765-5129
386048265	AMERICAN APPRAISAL TRUST	411 E WISCONSIN AVE STE 1900	MILWAUKEE	WI	53202-4466	2012	$30,000	$28,200	$1		(414) 271-7240
367293190	THE JKO FOUNDATION CHARITABLE TRUST	1580 THOROFARE RD PO BOX 169	MINOCQUA	WI	54548-1147	2012	$25,000	$11	$108,737		
391953334	WAVERLY WOODS CHARITABLE FOUNDATION INC	1781 E FENCE LAKE RD	MINOCQUA	WI	54548-9618	2012	$5,000	$331	$16,437		
396089450	SAND COUNTY FOUNDATION INC	5999 MONONA DRIVE, PO BOX	MONONA	WI	53716	2012	$279,000	$3,635,094	$8,093,988		(608) 663-4605
201346843	KUBLY FAMILY FOUNDATION INC	1112 7TH AVE	MONROE	WI	53566-1364	2012	$16,000	$65,471	$258,761		
396080502	WAUSAU-MOSINEE PAPER FOUNDATION INC	100 PAPER PLACE	MOSINEE	WI	54455-9099	2012	$331,000	$275,432	$118,756	Stuart R. Carlson, Executive Vice President	(715) 693-4470
61496358	DEATLEY FAMILY FOUNDATION INC	1440 COUNTY ROAD JG	MT. HOREB	WI	53572-2992	2012	$760,000	$1,363,769	$10,072,116		
396758434	DANIEL M SOREF RVOC TRUST	PO BOX 170504	MULWAUKEE	WI	53217-8041	2012	$2,776,000	$13,438,174	$59,892,119		
396043350	THOMAS J ROLFS FOUNDATION INC	PO BOX 70	NASHOTAH	WI	53058-0070	2011	$1,090,000	$8,539,937	$17,063,820	Theodore R. Rolfs	(262) 369-5095
391683437	KELLER FOUNDATION INC	3003 BREEZEWOOD LN	NEENAH	WI	54956-9611	2012	$3,461,000	$19,826,750	$66,018,927		(920) 720-7872
396042143	AYLWARD FAMILY FOUNDATION INC	PO BOX 409	NEENAH	WI	54957-0409	2012	$130,000	$1,249,244	$3,661,058		(920) 722-0901
260743538	ROBERT W AND SUSAN T BROWN FAMILY FOUNDATION	PO BOX 201	NEENAH	WI	54957-0201	2012	$130,000	$294,755	$1,904,552		
396047384	MENASHA CORPORATION FOUNDATION	PO BOX 367	NEENAH	WI	54957-0367	2012	$553,000	$1,004,699	$1,456,208		(920) 751-1498
562547434	JANE AND TAD SHEPARD FAMILY FOUNDATION INC	579 E WISCONSIN AVE	NEENAH	WI	54956-2966	2012	$69,000	$235,962	$947,162		
396691614	JUD AND MARY BETH FOWLER FOUNDATION	1440 E FOREST AVE	NEENAH	WI	54956-2912	2012	$15,000	$4,946	$160,334	JUDSON E. FOWLER, TR.	
396703209	MILTON A. KROM SCHOLARSHIP TRUST	PO BOX 408	NEENAH	WI	54957-0408	2012	$6,000	$17,088	$139,433		
470870989	LOREN AND HELEN WALKER FOUNDATION	PO BOX 155	NEW LISBON	WI	53950-0155	2012	$45,000	$306,519	$1,328,863		
391392267	THE NEW RICHMOND COMMUNITY FOUNDATION	PO BOX 96	NEW RICHMOND	WI	54017	2013	$14,000	$24,583	$210,419		(715) 246-3999
396048089	ROEHL FOUNDATION INC	PO BOX 168	OCONOMOWOC	WI	53066-0168	2013	$165,000	$2,380,880	$3,085,315		(262) 569-3000
391904743	DEBBINK FAMILY FOUNDATION INC	PO BOX 7	OCONOMOWOC	WI	53066-0007	2012	$110,000	$222,011	$2,480,780		
391540822	THE DERSE FOUNDATION INC	36058 N BEACH RD	OCONOMOWOC	WI	53066-4011	2012	$53,000	$608,121	$2,118,497	JUDITH DERSE LANGENBACH, PRES.	(262) 560-9670
391687505	EMIL EWALD FOUNDATION INC	PO BOX 147	OCONOMOWOC	WI	53066-0147	2012	$57,000	$358,581	$1,597,376	EMIL EWALD, PRES. AND TREAS.	
391980086	RAMIAH FAMILY FOUNDATION	2816 N INTERLAKEN DR	OCONOMOWOC	WI	53066-4909	2012	$38,000	$58,138	$323,088	S.P. RAMIAH, TR.	(262) 821-0231
391762087	LEON H AND CLYMENE M BOND FOUNDATION INC	PO BOX 299	OCONTO	WI	54153-0299	2013	$86,000	$1,904,812	$3,602,878	EARL J. DECLOUX, PRES.	(920) 834-5585
262410775	LYCHE FAMILY FOUNDATION INC	1820 IRONWOOD PL	ONALASKA	WI	54650	2012	$182,000	$6,979,054	$7,477,528		608-783-5630
391998578	JOHN E KUENZL FOUNDATION INC	PO BOX 2886	OSHKOSH	WI	54903-2886	2012	$1,098,000	$6,830,390	$25,999,558		

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161502229	HYDE FAMILY CHARITABLE FUND	491 S WASHBURN ST STE 100	OSHKOSH	WI	54903	2012	$310,000	$1,181,371	$4,218,465	JAMES J. MALCZEWSKI	(716) 848-1358
396062129	OSHKOSH TRUCK FOUNDATION INC	PO BOX 2566, 2307 OREGON ST	OSHKOSH	WI	54903-2566	2012	$382,000	$6,367	$2,048,460	ROBERT G. BOHN, PRES.	
396075744	MILES KIMBALL FOUNDATION INC	250 CITY CENTER	OSHKOSH	WI	54906	2012	$40,000	$408,816	$892,772		(920) 231-3800
264474515	GRAMIE JEAN FOUNDATION INC	5171 ISLAND VIEW DR	OSHKOSH	WI	54901-1355	2012	$112,000	$825,262	$875,522		
680541373	OSHKOSH PUBLIC MUSEUM AUXILIARY INC	1331 ALGOMA BLVD	OSHKOSH	WI	54901-2703	2012	$6,000	$2,419	$49,018		
391996965	MCGUIRE FAMILY FOUNDATION INC	6 LAKE ST	OSHKOSH	WI	54901-5441	2012	$17,000	$20,012	$24,206	KRISTI J. MCGUIRE, DIR.	(920) 233-2430
396041638	OSHKOSH AREA COMMUNITY FOUNDATION	230 OHIO ST STE 100	OSHKOSH	WI	54902-5894	2012	$3,610,000	$16,625,361		Cheryl Fowler, Program Director	(920) 426-3993
200158699	KING RANCH FOUNDATION INC	3349 2ND DR	OXFORD	WI	53952-9071	2012	$15,000	$215,388	$465,507	THOMAS J. KING	(608) 586-5946
391867243	FOUR-FOUR FOUNDATION INC	N16 W23217 STONE RIDGE DR STE 310	PEWAUKEE	WI	53188	2012	$1,365,000	$10,182,429	$22,298,640	Max Grefig, c/o Provident Trust Company	(262) 521-2332
391774373	KAZTEX FOUNDATION INC	N28 W23000 ROUNDY DRIVE STE 303	PEWAUKEE	WI	53072	2012	$296,000	$537,051	$7,272,125		(262) 522-9876
396545150	PLAN FOUNDATION	N27 W23957 PAUL RD STE 204	PEWAUKEE	WI	53072	2013	$88,000	$30,660	$1,721,246		(262) 523-7565
396779459	LOEHRKE FAMILY CHARITABLE FOUNDATION	N29 W27510 PENINSULA DR	PEWAUKEE	WI	53072-4328	2012	$390,000	$1,007,026	$1,385,080		
392009711	CHARITABLE TRUST AGREEMENT OF BRION S. COLLINS	861 KINGSTON CT	PEWAUKEE	WI	53072	2012	$54,000	$46,274	$108,834		
396545150	PLAN FOUNDATION	N27 W23957 PAUL RD STE 204	PEWAUKEE	WI	53072	2013	$88,000	$30,660	$1,721,246		(262) 523-7565
237301323	ANNMARIE FOUNDATION INC	1245 NORTH AIRPORT ROAD	PHILLIPS	WI	54555	2013	$21,000	$4,630,145	$5,953,158	Lori Feiten	(715) 381-3213
396606086	CLARE FAMILY FOUNDATION	PO BOX 267	PLATTEVILLE	WI	53818-0267	2013	$9,000	$1	$140,669		
391501333	EDWARD J OKRAY FOUNDATION INC	PO BOX 489	PLOVER	WI	54467-0489	2012	$240,000	$395,952	$5,274,968		
391654230	GENTINE FOUNDATION INC	1 PERSNICKETY PL	PLYMOUTH	WI	53073-3544	2012	$150,000	$4,181,740	$6,514,896	LOUIS P. GENTINE	(920) 893-8484
391933307	THE SARTORI FOUNDATION INC	PO BOX 258	PLYMOUTH	WI	53073-0258	2012	$235,000	$889,413	$1,182,510	Frederick M. Bowes, II, Secretary-Treasurer	(920) 893-6061
392033640	ROBERT E HOWLEY MEMORIAL ENDOWMENT TRUST	N6933 HWY C AND J	PLYMOUTH	WI	53073-3005	2012	$7,000	$509	$17,368		
391844576	RALPH J HUIRAS FAMILY FOUNDATION INC	2560 HWY 32 PO BOX 366	PORT WASHINGTON	WI	53074	2012	$262,000	$2,458,420	$4,818,776	RALPH J. HUIRAS, PRES.	
391949021	ALLEN-EDMONDS SHOE CORPORATION CHARITABLE FOUNDATION	201 E 7 HILLS RD	PORT WASHINGTON	WI	53074-0998	2012	$15,000	$1	$239		
391340893	BIDWELL FOUNDATION	PO BOX 873	PORTAGE	WI	53901-0873	2013	$14,000	$8,598	$627,284	DONALD WITT, TR.	(608) 429-3818
392042416	CRAIG AND LEOLA CULVER FOUNDATION INC	1240 WATER ST	PR DU SAC	WI	53578-1091	2012	$35,000	$220,036	$41,375		
391837959	GEORGE FAMILY CHARITABLE FOUNDATION INC	215 S BUCHANAN ST	PRAIRIE DU CHIEN	WI	53821-1805	2012	$5,000	$336,032	$364,303	ROY C. GEORGE, DIR.	
391868979	NELSON FAMILY FOUNDATION INC	PO BOX 365	PRESCOTT	WI	54021-0365	2011	$2,410,000	$31,023,390	$44,228,788		
611502743	WILLIAM A AND GRACE D BOETTCHER FOUNDATION INC	1329 W GRAND AVE	PRT WASHINGTN	WI	53074-2043	2012	$116,000	$1,281,951	$4,173,020		
383675289	JOHNSON FOUNDATION INC	33 EAST FOUR MILE ROAD	RACINE	WI	53402-2621	2012	$31,000	$10,233,790	$46,013,618		
510188377	RACINE COMMUNITY FOUNDATION INC	245 MAIN ST GARDEN LEVEL	RACINE	WI	53403	2012	$1,219,000	$3,943,626	$42,241,962	MARGARET L KOZINA EXECUTIVE DIRECTOR	(262) 632-8474
367092273	JOHNSON FAMILY FOUNDATION	555 MAIN ST STE 500	RACINE	WI	53403-4616	2012	$1,193,000	$3,310,643	$12,860,161		(262) 260-4041
396052089	SC JOHNSON FUND	1525 HOWE ST	RACINE	WI	53403-2237	2012	$6,796,000	$34,968,625	$7,441,019	COLLEEN CRIBARI PROGRAM ADMINISTRATION	(262) 260-4855
391410323	E C STYBERG FOUNDATION INC	1600 GOOLD ST PO BOX 788	RACINE	WI	53401	2012	$220,000	$2,984,413	$6,800,074	E.C. Styberg, Jr., President	(262) 637-9301
396096022	L. C. CHRISTENSEN CHARITABLE AND RELIGIOUS FOUNDATION	PO BOX 516	RACINE	WI	53401-0515	2012	$70,000	$897,001	$2,555,327	STEPHEN J. SMITH, SECY.	
200240588	JOHNSON COMMUNITY SUPPORT FOUNDATION	555 MAIN ST STE 500	RACINE	WI	53403-4616	2012	$5,000	$509,578	$2,404,526		
391953042	HAMPARIAN FAMILY FOUNDATION INC	3051 OLD MILL DR	RACINE	WI	53405-1325	2013	$125,000	$239,209	$2,370,294		
391733837	CLAREMONT S JACKMAN FOUNDATION	555 MAIN ST STE 260	RACINE	WI	53403	2012	$58,000	$905,004	$2,012,751		
391996496	CBR FOUNDATION FOR FINANCIAL EDUCATION	PO BOX 81314	RACINE	WI	53408-1314	2013	$35,000	$46,710	$700,258		(262) 637-9580
391818362	MODINE MANUFACTURING COMPANY FOUNDATION INC	1500 DEKOVEN AVE	RACINE	WI	53403	2013	$236,000	$260,000	$16,491	Bradley C. Richardson	
522222974	HARVEST TIME INC	2265 WOLF LAKE RD	RHINELANDER	WI	54501-9491	2012	$421,000	$188,226	$31,427		
396584791	KAILAS J AND BECKY L RAO FOUNDATION	W204N13781 GOLDENDALE RD	RICHFIELD	WI	53076-9567	2012	$67,000	$24,951	$86,760	KAILAS J. RAO, TR.	
391955914	JOAN WOODMAN ORTON MCCULLUM FOUNDATION INC	PO BOX 677	RICHLAND CENTER	WI	53581	2012	$134,000	$514,216	$2,263,183	Judy Davis, Richland County Bank	(608) 647-6306
396503917	VIOLA E. LUNDEBERG TRUST	N6059 CTY RD E	RIVER FALLS	WI	54022-0000	2012	$19,000	$119,832	$569,220	R.V. Alexander	
391933039	MUMA FAMILY FOUNDATION	7960 N RIVER RD	RIVER HILLS	WI	53217	2012	$170,000	$600,275	$2,011,671		
320166988	BEBE AND BOB OTOOLE FOUNDATION	2401 W CEDAR LN	RIVER HILLS	WI	53217-1108	2012	$41,000	$2,744,386	$1,493,622		
391563191	MAX FUND INC	1250 W DEAN RD	RIVER HILLS	WI	53217-2534	2012	$82,000	$272,931	$806,431	R. MAX SAMSON, PRES.	
391984194	THE DIANE AND ROBERT JENKINS FAMILY FOUNDATION INC	9310 N UPPER RIVER RD	RIVER HILLS	WI	53217-1031	2012	$25,000	$50,003	$76,056		
391893384	RICHARD AND ELLEN GLAISNER FOUNDATION LTD	2135 W DEAN RD	RIVER HILLS	WI	53217-2097	2012	$22,000	$11,813	$12,419		(414) 226-4535
436879780	THE KLUG FAMILY FOUNDATION	N2426 CHERRY RD	RUBICON	WI	53078-9617	2012	$41,000	$112,851	$662,478	WILLIAM KLUG	(262) 670-0757

EIN	Foundation	Address	City	State	ZipCode	Year	Total Giving	Income	Assets	Contact	Telephone
421600506	CLEVELAND FAMILY FOUNDATION INC	W3195 SOHOLT RD	SARONA	WI	54870-9350	2012	$5,000	$16,610	$207,402		
392039148	ROBERT AND REBECCA WEIRAUCH FOUNDATION INC	PO BOX 648	SCHOFIELD	WI	54476-0648	2012	$45,000	$1	$2,581		
391585269	BLESER FAMILY FOUNDATION INC	PO BOX 328	SHAWANO	WI	54166-0328	2012	$1,462,000	$20,441,636	$30,951,910		(414) 352-1729
396060552	FRANK G. AND FRIEDA K. BROTZ FAMILY FOUNDATION	3518 LAKESHORE RD	SHEBOYGAN	WI	53083-2903	2012	$1,621,000	$15,458,114	$21,177,280	Grants Committee	(920) 458-2121
200354193	ACUITY CHARITABLE FOUNDATION INC	PO BOX 58	SHEBOYGAN	WI	53082-0058	2012	$1,001,000	$1,256,305	$5,465,043	LYNN YUNGER	(920) 458-9131
391582624	MERKEL FOUNDATION INC	3712 BISMARCK CIR	SHEBOYGAN	WI	53083-2653	2012	$352,000	$471,154	$3,663,472		(920) 457-5051
310979401	THE BOWSHER BOOHER FOUNDATION	636 WISCONSIN AVE	SHEBOYGAN	WI	53081	2012	$65,000	$450,077	$1,620,181	Wells Fargo Bank., N.A.	
391915639	KONRAD & MARY JO TESTWUIDE FOUNDATION INC	PO BOX 28	SHEBOYGAN	WI	53082-0028	2012	$9,000	$122,589	$833,506		
930757054	STEFANIE H WEILL CHARITABLE FUND	PO BOX 171	SHEBOYGAN	WI	53082-0171	2012	$152,000	$481,075	$736,292	Jon C. Keckonen, Treasurer	
30397596	ZIEVE FOUNDATION	3217 N 6TH ST	SHEBOYGAN	WI	53083-4234	2013	$15,000	$108,927	$655,356		(920) 467-8450
396044222	HAYSSEN FAMILY FOUNDATION INC	PO BOX 1048	SHEBOYGAN	WI	53081	2012	$85,000	$108,791	$510,991	Daniel A. Merkel	(920) 457-5051
391807639	HUGH AND RUTH V ROSS CHARITABLE FUND INC	310 SAINT CLAIR AVE	SHEBOYGAN	WI	53082-0171	2012	$18,000	$52,743	$503,217	HUGH ANDREW ROSS, TREAS.	
396107459	GARTON FAMILY FOUNDATION INC	PO BOX 725	SHEBOYGAN	WI	53082-0725	2012	$24,000	$31,530	$448,180	TONY GARTON, PRES.	
396046987	WINDWAY FOUNDATION INC	PO BOX 897	SHEBOYGAN	WI	53082-0897	2012	$100,000	$180,000	$34,674	Terry J. Kohler, President	
396053425	WIGWAM MILLS FUND INC	PO BOX 818	SHEBOYGAN	WI	53082-0818	2012	$21,000	$40,000	$24,010		(920) 457-5551
391576391	RICHARD B WINDSOR FAMILY FOUNDATION INC	426 ERIE AVE	SHEBOYGAN	WI	53081-3508	2012	$5,000	$1	$8,702	Mary Ann Windsor	(920) 458-4048
396067930	F K BEMIS FAMILY FOUNDATION	300 MILL ST	SHEBOYGAN FALLS	WI	53085-0901	2012	$292,000	$553,864	$705,519		(920) 467-4621
391266696	JOSEPH AND EVELYN RICHARDSON FOUNDATION INC	PO BOX 69	SHEBOYGAN FALLS	WI	53085-0069	2012	$128,000	$27,393	$386,950	GERALD L. LOTH, SECY.- TREAS.	
392010296	SENKBEIL FAMILY FOUNDATION INC	866 SETTLERS CIR	SHEBOYGAN FLS	WI	53085-1889	2012	$40,000	$55,061	$100,428		
391913334	NASGOVITZ FAMILY FOUNDATION INC	4470 N LAKE DR	SHOREWOOD	WI	53211-1775	2012	$76,000	$89,390	$1,544,963	MARIAN R. NASGOVITZ, V.P.	
391621252	ROSEMANN FAMILY FOUNDATION INC	11473 BEACH RD	SISTER BAY	WI	54234-9658	2013	$176,000	$250,367	$3,309,901		
391568547	PHILIP M GELATT FOUNDATION INC	PO BOX 17	SPARTA	WI	54656-0017	2012	$95,000	$275,831	$1,693,019	RITA A. FORBES, V.P.	(608) 269-6911
276015327	JOSEPH A LANG CHARITABLE FOUNDATION TRUST	S3093 COUNTY HWY V	SPENCER	WI	54479-0000	2010	$156,000	$69	$60,602		
200529206	BAKER FAMILY FOUNDATION INC	N5279 COUNTY ROAD G	ST. CLOUD	WI	53079-1602	2012	$636,000	$29,081	$616,912		
390827885	COMMUNITY FOUNDATION OF PORTAGE COUNTY INC	PO BOX 968	STEVENS POINT	WI	54481-0968	2012	$127,000	$5,397,893	$12,921,089	JOHN JURY, EXEC. DIR.	(715) 342-4454
391037370	SENTRY FOUNDATION INC	1800 N POINT DR	STEVENS POINT	WI	54481-1253	2012	$2,158,000	$6,693,138	$10,649,245	Judy Splinter	(715) 346-7225
364518995	MAKE A MARK FOUNDATION INC	1145 CLARK ST	STEVENS POINT	WI	54481-2933	2012	$60,000	$153,591	$520,150		
396104415	LAIRD YOUTH LEADERSHIP FOUNDATION INC	2100 MAIN ST	STEVENS POINT	WI	54481	2012	$30,000	$220,235	$501,734		(715) 346-3812
391837771	NOEL COMPASS FOUNDATION INC	1145 CLARK ST	STEVENS POINT	WI	54481-2933	2012	$68,000	$204,223	$297,615	Jacqueline Rose	(715) 345-1041
203962467	PETERS FAMILY FOUNDATION INC	145 VIRGINIA CIR	STEVENS POINT	WI	54481-2535	2012	$46,000	$4,437	$10,039		
391746858	EDWIN E AND JANET L BRYANT FOUNDATION	3039 SHADYSIDE DRIVE	STOUGHTON	WI	53589-0600	2012	$1,291,000	$2,442,511	$53,559,615		(608) 873-4378
391948530	WAHLIN FOUNDATION INC	416 S ACADEMY ST, PO BOX 328	STOUGHTON	WI	53589-0328	2011	$73,000	$2,311,106	$2,822,749		(608) 873-2582
391947789	FLOWERS FAMILY FOUNDATION INC	1021 COTTONWOOD DR	STOUGHTON	WI	53589-4114	2012	$12,000	$884,257	$1,085,460	JUNE BUNTING, SECY.-TREAS.	
391683091	RAIBROOK FOUNDATION INC	30 N 18TH AVE STE 4	STURGEON BAY	WI	54235-3207	2012	$873,000	$17,578,380	$25,439,049		
202058965	DUANE H AND DOROTHY M BLUEMKE CHARITABLE FOUNDATION LTD	PO BOX 425	STURGEON BAY	WI	54235-0425	2012	$265,000	$1,311,378	$7,178,160		
396566719	ELLSWORTH AND CARLA PETERSON CHARITABLE FOUNDATION	3797 BAY SHORE DR	STURGEON BAY	WI	54235-2361	2012	$62,000	$69,202	$1,202,013	ELLSWORTH L. PETERSON, TR.; CARLA J. PETERSON, TR.	
760259279	ROBERT E HANSEN FAMILY FOUNDATION	253 N 1ST AVE STOP 1	STURGEON BAY	WI	54235-2500	2012	$92,000	$1,059,437	$1,184,236		(713) 499-4600
392008964	MIELCAREK FAMILY FOUNDATION INC	3139 VINBURN RD	SUN PRAIRIE	WI	53590-9362	2012	$190,000	$262,331	$1,210,631		
391482470	WINDHOVER FOUNDATION INC	N63 W23075 MAIN STREET	SUSSEX	WI	53089	2011	$3,154,000	$22,856,101	$71,527,926	JOHN FOWLER	(414) 566-2721
391837448	PELZ FAMILY FOUNDATION INC	318 W SEACROFT CT	THIENSVILLE	WI	53092-3561	2012	$59,000	$1,015,923	$880,196		(414) 967-1800
396484802	EDITH REITER TRUST	PO BOX 307	THREE LAKES	WI	54562-0307	2012	$71,000	$311,028	$1,890,275		
510172405	FRANK G. ANDRES CHARITABLE TRUST	1001 SUPERIOR AVE PO BOX 753	TOMAH	WI	54660-0753	2011	$65,000	$1,347,704	$2,605,790		
200299399	BURNSTAD FAMILY FOUNDATION INC	701 E CLIFTON ST	TOMAH	WI	54660-2633	2012	$5,000	$194,029	$453,915	RITA R. BURNSTAD, V.P.	
396721441	DONALD J AND BRENDA J DEBRUYN CHARITABLE FOUNDATION TRUST	2304 NESHOTAH RD	TWO RIVERS	WI	54241-3808	2012	$4,000	$183,555	$349,973	DONALD J. DEBRUYN, TR.	
710929809	ANCHOR FOUNDATION INC	1590 RED TAIL DR	VERONA	WI	53593-0000	2011	$20,000	$351,481	$2,507,617		
391909207	AGSOURCE DHI FOUNDATION INC	PO BOX 930230	VERONA	WI	53593-0230	2012	$12,000	$256,988	$445,961		(608) 845-1900
392006573	NEW AMERICAN POLICY INSTITUTE INC	6682 W GREENFIELD AVE STE 109	W ALLIS	WI	53214-4960	2011	$40,000	$178,311	$560,231		
205418432	JAMES AND KAREN HYDE FOUNDATION INC	PO BOX 388	WALES	WI	53183-0388	2012	$47,000	$417,739	$1,156,459		
391763633	KIKKOMAN FOODS FOUNDATION INC	PO BOX 69	WALWORTH	WI	53184-0069	2012	$384,000	$1,343,440	$9,128,086	ROBERT V. CONOVER, DIR.	(262) 275-6181
391602319	KARL JUNGINGER FOUNDATION INC	PO BOX 127	WATERLOO	WI	53594	2012	$169,000	$360,030	$1,369,605	Karl Junginger Foundation, Inc.	(920) 478-2101
396059626	EARL AND EUGENIA QUIRK FOUNDATION INC	314 W MAIN ST	WATERTOWN	WI	53094-7630	2013	$127,000	$643,599	$2,675,674		(920) 261-0223
391715481	JOSEPH AND SHARON DARCEY FOUNDATION INC	314 W MAIN ST STE 11	WATERTOWN	WI	53094-7630	2012	$74,000	$113,233	$1,817,993	Claude Held	(920) 261-0223

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391923558	KERN FAMILY FOUNDATION INC	W305 S4239 BROOKHILL RD	WAUKESHA	WI	53189	2011	$24,690,000	$221,570,564	$564,533,669	Grants Program	(262) 968-6838
205818635	BROOKHILL FOUNDATION	N14 W23755 STONE RIDGE DR STE	WAUKESHA	WI	53188-1147	2012	$1,111,000	$6,274,338	$24,543,592		
391969122	WAUKESHA COUNTY COMMUNITY FOUNDATION INC	2727 N GRANDVIEW BLVD STE 122	WAUKESHA	WI	53188-6100	2011	$2,453,000	$2,865,123	$23,448,038	Valerie J. Brown, Executive Director	(262) 513-1861
367236455	COTTRELL FOUNDATION	556 NORTHVIEW RD	WAUKESHA	WI	53188-6909	2012	$303,000	$824,262	$3,832,632	Joseph J. Cottrell, Jr.	
205677633	LATO FAMILY FOUNDATION INC	S27W29293 JENNIE CT	WAUKESHA	WI	53188-9518	2011	$205,000	$1,181,518	$1,988,581		
396626017	AGUSTIN A RAMIREZ JR FAMILY FOUNDATION	PO BOX 257	WAUKESHA	WI	53187-0257	2012	$285,000	$1,453,422	$1,138,809	Coordinator of the Scholarship Program	
391793545	DON L AND CAROL G TAYLOR FOUNDATION INC	PO BOX 648	WAUKESHA	WI	53187-0648	2012	$144,000	$132,787	$696,738		
391980426	MOMONEY FOUNDATION INC	5610 COBBLESTONE LN	WAUNAKEE	WI	53597-8709	2012	$52,000	$117,374	$557,707	John P. Richards	(608) 831-2044
260851891	VICTOR AND CHRISTINE ANTHONY FOUNDATION INC	134 SHADOW LAKE DRIVE	WAUPACA	WI	54981	2012	$858,000	$3,327,795	$18,492,160	Victor or Christine Anthony	715-258-2587
391982685	ALBERT & MARY RHOADES MUSEUM AND CHARITABLE FOUNDATION INC	PO BOX 111	WAUPACA	WI	54981-0111	2012	$302,000	$3,156,794	$5,175,772		
391582654	NELSON G AND VERA C HICKS CHARITABLE FOUNDATION	18 W JEFFERSON ST	WAUPUN	WI	53963-1939	2012	$180,000	$1,164,637	$3,108,894	John Karsten, VICE-PRESIDENT	
391937735	B A AND ESTHER GREENHECK FOUNDATION	500 N 1ST ST STE 2200	WAUSAU	WI	54403-4871	2011	$1,147,000	$36,261,626	$41,346,984		
237323721	JUDD S ALEXANDER FOUNDATION INC	500 1ST STREET, SUITE 10	WAUSAU	WI	54402-2137	2012	$605,000	$15,926,414	$41,022,233	Gary W. Freels	(715) 845-4556
391577472	COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN INC	500 FIRST STREET, SUITE 2600	WAUSAU	WI	54403	2012	$1,069,000	$13,169,507	$37,698,968	Jean C. Tehan, Executive Director	(715) 845-9555
391741441	JOHN & ALICE FORESTER CHARITABLE TRUST	PO BOX 65	WAUSAU	WI	54402-0065	2012	$676,000	$2,098,774	$11,936,873	SAN W. ORR, JR., TR.	(715) 845-9201
391256656	ASPIRUS HEALTH FOUNDATION INC	425 PINE RIDGE BLVD	WAUSAU	WI	54401-4123	2013	$387,000	$3,084,121	$9,880,329		
392003427	DUDLEY FOUNDATION INC	500 N 1ST ST STE 2	WAUSAU	WI	54403-4881	2013	$146,000	$477,564	$5,538,109	ANN DUDLEY SHANNON, PRES.	(715) 849-5729
391806609	SERAMUR FAMILY FOUNDATION INC	PO BOX 5097	WAUSAU	WI	54402-5097	2012	$210,000	$1,914,130	$3,583,650		
396044635	WALTER ALEXANDER FOUNDATION INC	500 3RD ST STE 320PO BOX 2137	WAUSAU	WI	54402-2137	2012	$64,000	$2,036,383	$2,542,029	JOHN F. MICHLER, TREAS.	
391292262	CLYDE F SCHLUETER FOUNDATION INC	605 SCOTT ST	WAUSAU	WI	54403-4849	2012	$39,000	$363,703	$1,169,995	William C. Hess	(715) 845-6227
391874006	GERING FAMILY FOUNDATION INC	117 S 3RD AVE	WAUSAU	WI	54401-4635	2012	$175,000	$16,968	$1,139,998		(715) 845-9231
396307373	HARVEY J NELSON CHARITABLE TRUST	PO BOX 209	WAUSAU	WI	54402	2012	$52,000	$296,923	$650,239	Colleen Gostisha, c/o Marshall & Ilsley Trust Co.	(715) 845-3121
392006747	MAY FAMILY FOUNDATION INC	PO BOX 8050	WAUSAU	WI	54402-8050	2012	$17,000	$369,256	$559,471	MARK J. BRADLEY, BOARD MEMBER	
396125496	DAN STOREY FOUNDATION INC	PO BOX 8050	WAUSAU	WI	54402-8050	2012	$5,000	$68,496	$557,112	John F. Michler, Secretary-Treasurer	(715) 845-4336
201600219	SNOEYENBOS FAMILY FOUNDATION	5975 STETTIN DR	WAUSAU	WI	54401-9001	2012	$10,000	$6,741	$549,287		
391873138	JUEDES FAMILY FOUNDATION	117 S 3RD AVE	WAUSAU	WI	54401-4635	2012	$76,000	$5,555	$399,330		(715) 845-9231
391619399	VICTOR AND HELEN GEISEL FOUNDATION INC	500 FIRST ST STE 8000	WAUSAU	WI	54403-0000	2012	$5,000	$84,083	$377,769	JOHN F. MICHLER, V.P.	(715) 845-4336
421507930	ROBERT AND MARY JO HARTWIG FAMILY FOUNDATION INC	PO BOX 149	WAUSAU	WI	54402-0149	2012	$7,000	$39,459	$192,306	ROBERT R. HARTWIG, DIR.	(715) 842-3857
237417555	SIEBECKER FOUNDATION INC	3738 RIVERVIEW DR	WAUSAU	WI	54403-2248	2012	$14,000	$32,095	$125,138		(715) 675-3057
391803453	MARATHON SAVINGS FOUNDATION INC	PO BOX 1666	WAUSAU	WI	54402-1666	2012	$10,000	$31,125	$90,787	TOM TERWILLIGER, PRES.	
391816448	CLIFFORD A SCHUETTE FAMILY FOUNDATION INC	PO BOX 1490	WAUSAU	WI	54402-1490	2012	$4,000		$2,211	Kathryn Schuette, VICE-PRESIDENT	(715) 355-5611
363741856	MCCOMB/BRUCHS PERFORMING ARTS CENTER	PO BOX 807	WAUTOMA	WI	54982-0807	2012	$4,000	$975	$43,944	Howard Dutcher	(920) 787-3396
391574123	JANE BRADLEY PETTIT FOUNDATION	1200 N MAYFAIR ROAD SUITE 430	WAUWATOSA	WI	53226-3282	2012	$2,995,000	$14,912,996	$21,146,081	Heidi Jones, Director of Administration	(414) 227-1266
391674150	CORPCARE DISTRIBUTIONS INC	3001 N 112TH ST	WAUWATOSA	WI	53222-4204	2012	$3,496,000	$5,899,157	$3,459,755	DENNIS J. BRAND, PRES.	(414) 607-6050
391555500	RICHARD G JACOBUS FAMILY FOUNDATION INC	2323 N MAYFAIR RD STE 240	WAUWATOSA	WI	53226-1506	2012	$35,000	$113,046	$1,849,318	BARBARA J. WELLS, V.P.	
391560018	JOHN T. AND SUZANNE S. JACOBUS FAMILY FOUNDATION	2323 N MAYFAIR RD STE 240	WAUWATOSA	WI	53226-1506	2012	$29,000	$61,338	$1,264,713	Barbara J. Wells	(414) 475-6565
396043219	GEORGE L N MEYER FAMILY FOUNDATION INC	8112 W BLUEMOUND RD STE 201	WAUWATOSA	WI	53213-3356	2012	$25,000	$83,322	$363,027	Elizabeth Meyer	(414) 476-3990
396125048	ABBOT MACHINE COMPANY CHARITABLE FOUNDATION INC	519 ELM SPRING AVE	WAUWATOSA	WI	53226-4659	2012	$5,000	$11,448	$123,890	STUART B. EICHE, DIR.	(414) 258-3339
396044168	H L EPSTEIN FAMILY FOUNDATION INC	8719 W ARTHUR PL	WEST ALLIS	WI	53227-2526	2012	$123,000	$171,300	$2,705,544		(414) 332-3323
392002931	KOEPPEN-GERLACH FOUNDATION INC	8741 W NATIONAL AVE	WEST ALLIS	WI	53227	2012	$90,000	$190,306	$1,123,615	David A. Affeldt	(414) 321-4560
366117571	MESSMER FOUNDATION INC	8741 W NATIONAL AVE	WEST ALLIS	WI	53227	2012	$95,000	$284,723	$664,625		(414) 321-4560
391445333	MEEHAN FAMILY FOUNDATION INC	PO BOX 270407	WEST ALLIS	WI	53227-7210	2012	$586,000	$717,272	$193,731	Duwayne N. Schumacher	(414) 327-2320
391543536	BROOKFIELD ROTARY FOUNDATION INC	10405 WEST MANOR PARK	WEST ALLIS	WI	53227	2013	$4,000	$6,036	$7,044	SANDRA M. SCHULTZ	(414) 545-5898
61667125	PRESCOTT FAMILY FOUNDATION INC	2412 W WASHINGTON ST STE 200	WEST BEND	WI	53095-2120	2011	$152,000	$2,217,608	$4,453,100		
396040395	COMMUNITY TRUST	321 N MAIN ST	WEST BEND	WI	53095	2012	$29,000	$528,275	$935,118	M&I TRUST CO., N.A.	(414) 335-3036
204617210	STEPHENS FAMILY FOUNDATION INC	4840 N LAKE DR	WHITEFISH BAY	WI	53217-6039	2012	$139,000	$162,907	$2,882,764		
363993265	EDWARD A. AND LOIS L. BRENNAN FAMILY FOUNDATION	6052 N LAKE DRIVE CT	WHITEFISH BAY	WI	53217-4648	2012	$550,000	$1,115,276	$2,823,705		

EIN	Foundation	Address	City	State	ZipCode	Year	Total Giving	Income	Assets	Contact	Telephone
203333369	PAPER CITY SAVINGS CHARITABLE FOUNDATION INC	PO BOX 339	WISC RAPIDS	WI	54495-0339	2012	$9,000	$22,126	$179,963		
396040071	MEAD WITTER FOUNDATION INC	PO BOX 39	WISCONSIN RAPIDS	WI	54495-0039	2012	$1,476,000	$1,669,060	$56,317,760	Cynthia Henke	(715) 424-3004
391772651	COMMUNITY FOUNDATION OF SOUTH WOOD COUNTY INC	478 E GRAND AVE	WISCONSIN RAPIDS	WI	54494	2012	$458,000	$6,117,787	$27,508,371	Mary Wirtz, Vice President Community Philanthropy	(715) 423-3863
396045140	ALEXANDER CHARITABLE FOUNDATION INC	1910 7TH ST S	WISCONSIN RAPIDS	WI	54494-6003	2012	$560,000	$13,384,421	$16,912,077	Wolosek & Wolosek Pas	
391509239	RIVERVIEW HEALTH CARE FOUNDATION INC	PO BOX 8080	WISCONSIN RAPIDS	WI	54495-8080	2012	$42,000	$237,595	$3,626,197	JENNIFER LEMKE, V.P. AND DIR., DEVEL.	(715) 421-7488
396572208	BELL FAMILY CHARITABLE FOUNDATION	181 2ND ST S	WISCONSIN RAPIDS	WI	54494-4100	2012	$126,000	$1,031,633	$3,205,005		
391778665	ROBERT W CLARK CHARITABLE FOUNDATION INC	PO BOX 1326	WISCONSIN RAPIDS	WI	54495-1326	2012	$14,000	$226,207	$822,606	FRANCIS J. PODVIN, V.P.	
391419612	GORDON R CONNOR CHARITABLE FOUNDATION INC	320 WEST GRAND AVENUE	WISCONSIN RAPIDS	WI	54495-2781	2013	$49,000	$93,780	$392,054		
391419756	MCP CHARITABLE FOUNDATION INC	320 WEST GRAND AVENUE	WISCONSIN RAPIDS	WI	54495-2781	2013	$6,000	$74,323	$218,705		
396126564	CONNOR FOUNDATION	320 WEST GRAND AVENUE	WISCONSIN RAPIDS	WI	54495-2782	2013	$10,000	$86,266	$201,078	Mary C. Pierce, Trustee	
391521169	HOWARD YOUNG HEALTH CARE FOUNDATION	240 MAPLE ST PO BOX 470	WOODRUFF	WI	54568-9190	2012	$1,374,000	$4,678,144	$14,219,272	RICHARD JOHNSON, EXEC. ASST.	(715) 356-8240

II

R. O. No. ____ - 13 - 14. By CITY PLAN COMMISSION. April 14, 2014.

Your Commission to whom was referred Gen. Ord. No. 62-13-14 by Ald. Hammond relative to annexing territory owned by the City located at the SW corner of Playbird Rd. and County Rd Y to the City of Sheboygan, Wisconsin; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 8, 2014, and after due consideration, recommends approval of the General Ordinance.

_____

Director of Planning and Development

X Other Matters 8.6

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 contiguous 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

City Plan approve

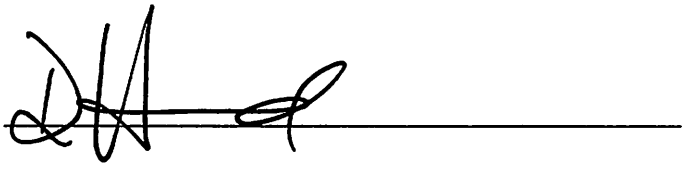
distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

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 _____ Ward, ____ Aldermanic District, _____ Supervisory District, _____ Assembly District and the _____ Senatorial District.



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. ____ - 13 - 14. By CITY CLERK. April 14, 2014.

Submitting a communication from Donna and Don Cvetan, Chairpersons of Miesfeld's Lakeshore Weekend requesting permission for the years 2014 and 2015 to host this event at South Pier on the last weekend in July - 25th, 26th and 27th, 2014 and making various requests of the City.

Susan Richards

City Clerk

Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

March 28, 2014
City of Sheboygan
Redevelopment Committee

Dear City of Sheboygan Redevelopment Committee:

In Sheboygan County, Children's Hospital of Wisconsin, Milwaukee, services over 4700 Sheboygan County Children annually. Lakeshore weekend, our local non-profit organization supporting Children's Hospital has raised over $458,500 since its inception in 2009. This event has become one of the largest Children's Hospital fundraisers in Wisconsin due to the cooperation of our local community.

The purpose of this letter is to again make a request to the City of Sheboygan Redevelopment Committee, permission to host the event, Lakeshore Weekend (a.k.a. Miesfeld's Lakeshore Weekend) the last weekend in July, the 25th, 26th and 27th, 2014, at South Pier, in the Harbor Centre District. Miesfeld's Lakeshore Weekend 2011, was our first year at this site, and we, as well as the surrounding businesses, found great success with this venue. We believe this site will continue to be highly beneficial to both our organization as well as all the business in this district. We are proud and honored that this event has promoted and increased business/tourism/support to our local economy in addition to raising monies for Children's Hospital of WI. If possible, we again would like to make a request to extend this request for permission for a two year period, thus 2014 - 2015.

Lakeshore Weekend is a fun filled, family oriented, activity-filled, 3 day event that in addition to the Main Entertainment/Food Tent that boasts Miesfeld's foods products and great local and regional entertainment, there is Plenco Play land (an awesome tent and stage area devoted entirely to kids games/activities); beverage concessions, including a Wine Garden/Silent Auction tent (last year Superior Chemical sponsored this area and Restoration Gardens staged it); great raffles; the "Shoot for the Stars" memorial ride honoring Brian Cvetan (this entire event was conceived due to his commitment to the kids at Children's Hospital...he used to read to them in his leisure time) held on Saturday; and of course, the famed Dragon Boat Races which is kicked off with a Polka Breakfast, always the Sunday of our 3-day event.

Don & Donna Cvetan - 2741 N. 40th Street - Sheboygan, WI 53083 - 920-946-9410 - dcvetan@yahoo.com
Tax ID 26-467-8893

Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

The Sheboygan River at South Pier has proven to be a perfect venue for the Dragon Boat Races, as evidenced by the crowds of spectators that were 4-5 persons deep along the entire boardwalk. The Dragon Boat Races are highly visible, unique and a fun event that promotes teamwork/team-building within our local businesses. There were 16 local business that participated in the Dragon Boat Races in 2013. This site offers viewing of the races from both sides of the river, allowing for increased promotion of our event and our local businesses in that area!

We have multiple committees of area businessperson established to effectively work on every component of this outstanding event. We recognize the need to communicate through the proper channels to not only receive permission for this event, but to effectively promote it. We work closely with Children's Hospital to ensure compliance with both our standard and theirs. Children's Hospital does provide certificates of insurance for the overall event. We also secure additional insurance through a local agent for the overall event and also the American Dragon Boat Association for the Dragon Boat races.

We are excited and proud to be associated with this event and look forward to your support.

Should you have any additional questions regarding this event, please feel free to call me at your earliest convenience at 920-946-9410.

Thank you in advance for your positive consideration to this worthwhile event.

Sincerely,

Donna Cvetan

Don and Donna Cvetan
Board Members/Chairperson
Lakeshore Weekend

Don & Donna Cvetan - 2741 N. 40th Street - Sheboygan, WI 53083 - 920-946-9410 - dcvetan@yahoo.com
Tax ID 26-467-8893

Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

March 29, 2014

City of Sheboygan

Police Department

Dear City of Sheboygan Police Department:

In Sheboygan County, Children's Hospital of Wisconsin, Milwaukee, services over 4700 Sheboygan County Children annually. Lakeshore weekend, our local non-profit organization supporting Children's Hospital has raised over $458,500 since its inception in 2009. This event has become one of the largest Children's Hospital fundraisers in Wisconsin due to the cooperation of our local community.

The purpose of this letter is to again request to the City of Sheboygan Police department, permission for closure of South Pier Drive just east of the old Triple play building. We request this closure from July 24th, 25th, 26th and 27th, 2014. Miesfeld's Lakeshore Weekend 2011, was our first year at this site, and we, as well as the surrounding businesses, found great success with this venue. We believe this site will continue to be highly beneficial to both our organization as well as all the business in this district. We are proud and honored that this event has promoted and increased business/tourism/support to our local economy in addition to raising monies for Children's Hospital of WI.

Lakeshore Weekend is a fun filled, family oriented, activity-filled, 3 day event that in addition to the Main Entertainment/Food Tent that boasts Miesfeld's foods products and great local and regional entertainment, there is Plenco Play land (an awesome tent and stage area devoted entirely to kids games/activities); beverage concessions, including a Wine Garden/Silent Auction tent (last year Superior Chemical sponsored this area and Restoration Gardens staged it); great raffles; the "Shoot for the Stars" memorial ride honoring Brian Cvetan (this entire event was conceived due to his commitment to the kids at Children's Hospital...he used to read to them in his leisure time) held on Saturday; and of course, the famed Dragon Boat Races which is kicked off with a Polka Breakfast, always the Sunday of our 3-day event.

We have multiple committees of area businessperson established to effectively work on every component of this outstanding event. We recognize the need to communicate through the proper channels to not only receive permission for this event, but to effectively promote it. We work closely with Children's Hospital to ensure compliance with both our standard and theirs. Children's Hospital does provide certificates of insurance for the overall event. We also secure additional insurance through a local agent for the overall event and also the American Dragon Boat Association for the Dragon Boat races.

Don & Donna Cvetan - 2741 N. 40th Street - Sheboygan, WI 53083 - 920-946-9410 - dcvetan@yahoo.com
Tax ID 26-467-8893

Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

We are excited and proud to be associated with this event and look forward to your support.

Should you have any additional questions regarding this event, please feel free to call me at your earliest convenience at 920-946-9410.

Thank you in advance for your positive consideration to this worthwhile event.

Sincerely,

Donna Cvetan

Don and Donna Cvetan

Board Members/Chairperson

Lakeshore Weekend

Don & Donna Cvetan - 2741 N. 40th Street - Sheboygan, WI 53083 - 920-946-9410 - dcvetan@yahoo.com
Tax ID 26-467-8893

Miesfeld's Lakeshore Weekend

A Division of the Brian Cvetan Memorial Foundation, Inc.

March 26, 2014

City of Sheboygan
Board of Marina, Parks, and Forestry

Dear City of Sheboygan Board of Marina, Parks, and Forestry:

In Sheboygan County, Children's Hospital of Wisconsin, Milwaukee, services over 4700 Sheboygan County Children annually. Lakeshore Weekend, our local non-profit organization supporting Children's Hospital has raised over $458,500 since its' inception in 2009. This event has become one of the largest Children's Hospital fundraisers in Wisconsin due to the cooperation of our local community.

The purpose of this letter is to again make a request to the City of Sheboygan, Board of Marina, Parks, and Forestry, permission to utilize the adjacent waterway, the Sheboygan River and associated docks, to South Pier in the Harbor Centre District for our annual event that boasts the Dragon Boat Races. This event, Lakeshore Weekend (a.k.a. Miesfeld's Lakeshore Weekend) will be held the last weekend of July, the 25th, 26th, and 27th, 2014, at South Pier, in the Harbor Centre District. We also work closely with the Redevelopment Committee.

The Dragon Boat Races, held on the third day of our 3-day event, are a great team-oriented, camaraderie-building human-powered boat race sponsored by area businesses/individuals. Dragon Boats accommodate a total of 21 persons (18 paddlers, a flagcatcher, a drummer, and a sternsman) that race a 300 yard course based on speed. The Dragon Boat races are kicked off by a Polka Pancake Breakfast.

Lakeshore Weekend is a fun-filled, family-oriented, activity-filled, 3-day event that in addition to Miesfeld's food products, features beverage concessions, including a Wine Garden/Silent Auction tent; live local and regional adult and kids entertainment including "Plenco Playland", great raffles, a "Shoot for the Stars" memorial motorcycle ride honoring Brian Cvetan (this entire event was conceived due to his commitment to the kids at Children's Hospital…he used to read to them in his leisure time) held on Saturday, and of course, the famed Dragon Boat Races which is kicked off with a Polka Pancake Breakfast, always held the Sunday of our 3-day event. The Sheboygan River at South Pier is a PERFECT venue for the Dragon Boat Races, as the Dragon Boats are highly visible, unique, and a fun event that promotes teamwork/teambuilding within our local businesses. This site will offer viewing of the races from both sides of the river, allowing for increased promotion of our event and our local businesses in that area!

Don & Donna Cvetan - 2741 N. 40th Street - Sheboygan, WI 53083 - 920-946-9410 - dcvetan@yahoo.com
Tax ID 26-467-8893

We have multiple committees of area businesspersons established to effectively work on every component of this outstanding event. We recognize the need to communicate through the proper channels to not only receive permission for this event, but to effectively promote it. We work closely with Children's Hospital to ensure compliance with both our standards and theirs. Children's Hospital does provide certificates of insurance for the overall event. In addition to their insurance, we also carry our own full policy. We also secure additional insurance through the American Dragon Boat Association for the Dragon Boat races.

We are excited and proud to be associated with this event and look forward to your support.

Should you have any additional questions regarding this event, please call me at 920-946-9410.

Thank you in advance for your consideration to this worthwhile event.

Sincerely,

Donna Cvetan

Don and Donna Cvetan
Chairpersons
Lakeshore Weekend

Put on Sue's desk

FORM CLK350B33 DATE OF RUN: 03/25/14

TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE APPLICATION **LICENSE NO. 2638**

See additional information on next sheet. Contact the Municipal Clerk if you have questions.

FEE $ 10.00 SHEBOYGAN Wis., / /

To the governing body of the
____ Town of
____ Village of
__X__ City of SHEBOYGAN County of SHEBOYGAN

The named organization applies for: (check appropriate box(es).)
__X__ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
__X__ A Temporary "Class B" license to sell wine containing not more than 6% alcohol by volume at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 07/25/2014 and ending 07/27/2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine coolers if the license is granted.

1. ORGANIZATION (Bona fide club, church, lodge or society, veteran's organization or fair association):
   (a) Name MIESFELDS LAKESHORE WEEKEND
   (b) Address 2741 N 40TH ST, SHEBOYGAN, WI 53083-0000
   (c) Date organized / /
   (d) If corporation, give date of incorporation
   (e) Names and addresses of all officers:
   President DONNA CVETAN, 2741 N 40TH ST, SHEBOYGAN, WI 53083-0000
   Vice President DON CVETAN, 2741 N 40TH ST, SHEBOYGAN, WI 53083-0000
   Secretary SUSAN LESSARD, 5016 MOENNING RD, SHEBOYGAN, WI 53081-0000
   Treasurer SCOTT LUEDKE, 2110 LAKESHORE DR, SHEBOYGAN, WI 53081-0000
   (f) Name and address of manager or person in charge of affair:
   DONNA CVETAN, , SHEBOYGAN, WI 53081-0000

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE COOLER BEVERAGES WILL BE SOLD:
   (a) Street number SOUTH PIER DISTRICT
   WEST & EAST OF TRIPLE PLAY BUILDING
   PUT ON S.LESSARD'S DESK
   (b) Lot Block
   (c) Do premises occupy all or part of building? PART
   (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:
   S.PIER GRASSY AREA WEST & EAST OF OLD TRIPLE PLAY

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Receipt Number 140385

MIESFELDS LAKESHORE WEEKEND
Name of organization

Approved by City Clerk

Officer Signature Susan J Lessard

Officer Signature Don Cvetan

Date Filed

Date Reported to Council

Put on Sue's Desk

FORM CLK350B29 DATE OF RUN: 02/07/97

Date 3-31-14. License Number 2638

Receipt Number 140384 Expiration Date 1 1

Individual ___ Partnership ___ Corporation ___ Limited Liability Company X

Trade Name _____

CARNIVAL LICENSE APPLICATION

Name of Individual/Partner/Corporation/LLC Mysfeld's Lakeshore Weekend

Business Address 2741 N. 40th St. Sheboygan, WI 53083

Phone Number (920) 946-2410

Carnival Company None

Premises Description South Pier District

Agent/Manager Donna Cretan / Susan Lysonard

Insurance Company _____ Insurance Exp. _____

I hereby state that I am familiar with the laws, ordinances and regulations applicable to the license being applied for and hereby agree, if granted such license, to comply with all said provisions.

Signature Susan J Lysonard

_____ Dated _____

City Attorney

Jeanne d'Arc

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The undersigned sponsor of an organized special event acknowledges that the City of Sheboygan has adopted a Resolution granting such sponsor permission to hold a special event utilizing the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan. It is understood that such permission is conditioned upon the sponsor agreeing to indemnify and hold the City harmless from any and all claims, suits, or actions for damage or injury associated with the organized special event.

It is understood and agreed that the undersigned sponsor of an organized special event shall save the City of Sheboygan harmless and indemnify the City for any loss, cost, or damage that may arise out of or in connection with the organized special event to be held on the streets, sidewalks and/or other properties or rights of way of the City of Sheboygan on the day of July 25th, 26th & 27th, 2014. Further, the undersigned sponsor hereby releases the City, its agents, and employees from any liability whatsoever associated with the organized special event and agrees that the City shall not be liable for any loss, damage, or injury to the person or property of anyone arising out of or resulting from the sponsor's use of the City streets and or sidewalks for its organized special event. Further, the undersigned also agrees to pay all reasonable expenses and attorney's fees incurred by the City if the undersigned shall default under the provisions of this agreement.

IN WITNESS WHEREOF, on behalf of

(Group Name) Mueofeld's Lakeshore Weekend of

(City) Sheboygan, have signed this agreement on

the day of March 29, 2014

SIGNATURE(S)

BY: Susan J Konrad **BY:** Don Cortez Jr

*If a corporation, signed by president and an officer of the corporation.

Return mail:

City Clerks Office
828 Center Ave #100
Sheboygan, Wi, 53081

II

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

Submitting a communication from Alderperson Bohren along with a booklet entitled "Priority Driven Budget Process."

Susan Richards
City Clerk

Richards, Susan

From:	Alderperson Jim Bohren
Sent:	Monday, April 07, 2014 10:50 AM
To:	Richards, Susan
Subject:	FW: Priority Driven Budget Process
Attachments:	gfoa-priority.pdf

Sheboygan City Clerk Sue Richards - Sue

Please submit this e-mail with attachment as a document for the first meeting of the New Council on April 15, 2014 an please refer it to the Strategic Fiscal Planning Committee of the New council. Thank you.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.452.1777
jim.bohren@ci.sheboygan.wi.us

2013 - 2014 Committee Assignments
Chairman, Committee of the Whole
Vice Chairman, Public Works Committee
Vice Chairman, Salaries & Grievances Committee

From: Fay Uraynar [fayb@intosolutions.com]
Sent: Monday, July 29, 2013 2:32 PM
To: Alderperson Jim Bohren
Subject: Priority Driven Budget Process

FYI - Priority Driven Budget Process.

The County used. They have the format material. I've checked in the past the County was willing to share it with the City.

Fay

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Anatomy of a

Priority-Driven Budget Process

The Government Finance Officers Association
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Credits

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Priority-Driven

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Anatomy of a Priority-Driven Budget Process

Introduction

The traditional approach to governmental budgeting is incremental: The current year's budget becomes the basis for the next year's spending plan, and the majority of the organization's analytical and political attention focuses on how to modify this year's spending plan based on revenues anticipated in the next year.[1] An incremental approach is workable, if suboptimal, in periods of reasonably stable expenditure and revenue growth because the current level of expenditures can be funded with relatively little controversy. However, the incremental approach to budgeting is not up to the financial challenges posed by the new normal of relatively flat or declining revenues, upward cost pressures from health care, pensions, and service demands, and persistent structural imbalances.[2]

Priority-driven budgeting[3] is a common sense, strategic alternative to incremental budgeting. Priority budgeting is both a philosophy of how to budget scarce resources and a structured, although flexible, step-by-step process for doing so. The philosophy of priority-driven budgeting is that resources should be allocated according to how effectively a program or service achieves the goals and objectives that are of greatest value to the community. In a priority-driven approach, a government identifies its most important strategic priorities, and then, through a collaborative, evidence-based process, ranks programs or services according to how well they align with the priorities. The government then allocates funding in accordance with the ranking.

The purpose of this paper is to describe factors that have led governments to adopt priority budgeting and to identify the essential concepts and steps in such a process, including the adaptations individual governments have made to customize priority-driven budgeting to local conditions. The paper is based on the experiences of the governments below, which were selected for variety in organization size, type of government, and approach to budgeting.[4] This paper builds on prior publications about priority-driven budgeting by taking a step back from specific approaches to budgeting and describing the major steps in the process and then outlining options for putting those steps into operation. It is GFOA's hope that this paper will give those who are new to priority-driven budgeting a solid base from which to get started, and to provide veterans of priority-driven budgeting with ideas for further adapting and sustaining priority-driven budgeting in their organizations.

Our Research Participants

City of Savannah, Georgia	(pop. 131,000)
City of Walnut Creek, California	(pop. 64,000)
Mesa County, Colorado	(pop. 146,093)
City of San Jose, California	(pop. 1,023,000)
Polk County, Florida	(pop. 580,000)
City of Lakeland, Florida	(pop. 94,000)
Snohomish County, Washington	(pop. 683,655)

Leading the Way to Priority-Driven Budgeting

Priority budgeting represents a fundamental change in the way resources are allocated. The governing body and the chief executive must understand and support the process and communicate that support throughout the organization. In addition, these officials must be willing to carry out their decision-making responsibilities in a way that is consistent with a priority-driven process. The change an organization desires to bring about by virtue of implementing priority-driven budgeting won't happen overnight, so those leading the move to priority budgeting must make it clear that this type of budgeting is not a one-time event – it is the "new normal." To see the change through for the long-term, leaders must have a passion for the philosophy underlying priority-driven budgeting, but at the same time, they must not be overly committed to any particular budgeting technique or process. They must remain adaptable and able to respond to the circumstances while remaining true to the philosophy. If the organization doesn't have this type of leadership, it might be better to delay priority-driven budgeting or look to another budgeting reform that has greater support. The "Philosophy of Priority-Driven Budgeting" sidebar describes the philosophy of priority-driven budgeting and its central principles. Use these principles to test the support among critical stakeholders and to build a common understanding of the tenets the budget process will be designed around.

Of course, not everyone in the organization can be expected to immediately accept priority-driven budgeting with the same enthusiasm. The leadership must articulate why a priority-driven budget

The Philosophy of Priority-Driven Budgeting

The underlying philosophy of priority-driven budgeting is about how a government entity should invest resources to meet its stated objectives. It helps us to better articulate why the services we offer exist, what price we pay for them, and, consequently, what value they offer citizens. The principles associated with this philosophy of budgeting are:

- **Prioritize Services.** Priority-driven budgeting evaluates the relative importance of individual programs and services rather than entire departments. It is distinguished by prioritizing the services a government provides, one versus another.
- **Do the Important Things Well. Cut Back on the Rest.** In a time of revenue decline, a traditional budget process often attempts to continue funding all the same programs it funded last year, albeit at a reduced level (e.g. across-the-board budget cuts). Priority-driven budgeting identifies the services that offer the highest value and continues to provide funding for them, while reducing service levels, divesting, or potentially eliminating lower value services.
- **Question Past Patterns of Spending.** An incremental budget process doesn't seriously question the spending decisions made in years past. Priority-driven budgeting puts all the money on the table to encourage more creative conversations about services.
- **Spend Within the Organization's Means.** Priority-driven budgeting starts with the revenue available to the government, rather than last year's expenditures, as the basis for decision making.
- **Know the True Cost of Doing Business.** Focusing on the full costs of programs ensures that funding decisions are based on the true cost of providing a service.
- **Provide Transparency of Community Priorities.** When budget decisions are based on a well-defined set of community priorities, the government's aims are not left open to interpretation.
- **Provide Transparency of Service Impact.** In traditional budgets, it is often not entirely clear how funded services make a real difference in the lives of citizens. Under priority-driven budgeting, the focus is on the results the service produces for achieving community priorities.
- **Demand Accountability for Results.** Traditional budgets focus on accountability for staying within spending limits. Beyond this, priority-driven budgeting demands accountability for results that were the basis for a service's budget allocation.

is something worth actively supporting and voting for, rather than just a "least-worst" outcome in a time of revenue scarcity.' The leadership must also create a sense of urgency behind priority-driven budgeting by showing the financial forecasts, analysis, and other information that supports the need for a new approach to budgeting. Ensuring that a priority-driven budgeting process is successfully adopted requires organization-wide acceptance and a shared understanding of the entity's financial condition. For example, the City of Savannah, Georgia, shared trends in major revenue sources, reserves, and long-term forecasts to show that the city's revenues were entering a period of protracted decline. Of course, the case need not hinge on financial decline. A case can also be made based improving the value the public receives from the tax dollars government spends.

Two groups in particular that must be recruited to support priority-driven budgeting – elected officials and senior staff. Elected officials need to show consensus and support for priority-driven budgeting to make it through the challenges in the budget process that will inevitably occur. Ideally, at least one or two elected officials will be attracted to the philosophy so they can champion the idea with other officials. Elected officials may be particularly drawn to the fact that priority-driven budgeting allows them to set the organization's key priorities and see how services align or don't align with their priorities. This puts elected officials in an influential policy-making role – perhaps more powerful than under a traditional budgeting system. Elected officials who have experienced priority-driven budgeting consistently say one of the main reasons they endorse it is because it allows them to achieve what inspired them to run for office in the first place – identifying the results and implementing the policies that are most important to their community.

Senior staff must support the process as well because priority-driven budgeting requires a significant time commitment from staff. If the board and CEO are behind priority-driven budgeting, it will go a long way toward getting senior staff engaged. Staff members who have experienced priority-driven budgeting say they support it because it gives them a greater degree of influence over their own destinies. Staff no longer passively awaits judgment from the budget office; instead, they create their own solutions because priority-driven budgeting invites them to articulate their relevance to the community.

To raise awareness about the move to priority-driven budgeting and to build support for it among all stakeholders, the governments that shared their experiences for this paper emphasize the importance of a communications and risk mitigation strategy. The strategy identifies major stakeholders, their potential concerns, and messages and actions that can assuage those concerns. For example, employees might want to know if their job tenure will be affected, and citizens might want to know the implications for service offerings. The need for transparency in the process cannot be emphasized enough – many organizations create a specific Web page to provide employees and citizens with regular and timely updates on the process as it unfolds. Involving key stakeholders – such as the Chamber of Commerce, labor union leaders, editorial staff from the media, and leaders of community groups and neighborhood groups – at appropriate stages in the process often provides the best form of "informal" communication to the rest of the public. In communities such as Boulder, Colorado, and Fairfield, California, a town hall format was used as a communication device. The first group was asked to invite others to subsequent meetings, and not only did they invite friends and family, but they brought them to the event.

Do You Have a Strategic Plan?

If you already have a strategic plan that identifies community priorities, you may be able to use it as launching pad for priority-driven budgeting. Elected officials will likely be interested in a budget system that promises to decisively connect resource use to their priorities. In fact, some officials might be frustrated with an incremental budget system that doesn't effectively align resources with evolving strategic priorities. This dissatisfaction with the status quo provides a natural segue to priority-driven budgeting.

Perhaps the primary risk to successful priority-driven budgeting that officials and other stakeholders might reject of the process because they see it as insufficiently legitimate – the process is thought to be flawed in some way that makes it a poor basis for allocating resources. Mitigate this risk by conferring "democratic" and substantive legitimacy onto priority-driven budgeting.[6] Democratic legitimacy means that the process is consistent with the will of the public. Engage the elected officials, the public, and employees in the process to achieve democratic legitimacy. When a budget process is seen to have democratic legitimacy, it gives elected officials permission to resist narrow bands of self-interest that seek to overturn resource allocation decisions that are based on the greater good.

Substantive legitimacy means that priority-driven budgeting is perceived to be based on sound technical principles. Use Government Finance Officers Association (GFOA) training and publications to demonstrate that this kind of budgeting is consistent with best practices, but, most of all, devote time to intensely study priority-driven budgeting. Some of the research participants for this article studied it for two years before moving forward. While two years of study will not be necessary for every government, becoming fluent in priority-driven budgeting allows the leadership to speak convincingly on the topic and lead an honest discussion about the feasibility of priority-driven budgeting for the organization. If the organization decides to move forward, the leadership's expertise will allow it to design a credible process, define the roles of staff in priority-driven budgeting, lead others through it, and adapt to the pitfalls and curveballs that will be encountered.

The next section describes the major steps in a priority-driven budgeting process and provides options for answering the six questions – listed below – for customizing priority-driven budgeting to your organization.

Be Adaptable

Snohomish County, Washington, met with some resistance from the County Court. To move the process forward, the county designed a separate but parallel version of priority-driven budgeting for the courts. With time and the delivery of a consistent, transparent message, it effectively became the "new normal" in making resource allocation decisions.

Designing a process that is fair, accessible, transparent, and adaptable is a challenge. However, it is also an opportunity to customize a priority-driven budgeting process that fits your organization best. This research has identified six key customization questions you should answer as you design a process:

1. **What is the scope of priority-driven budgeting? What are the fundamental objectives of your process? What funds and revenues are included? What is the desired role of non-profit and private-sector organizations in providing public services?**
2. **How and where will elected officials, the public, and staff be engaged in the process? Engagement is essential for democratic legitimacy. Giving stakeholders a clear understanding of their role in the process gives them greater confidence in the process and eases the transition.**
3. **What is the decision-unit to be evaluated for alignment with the organization's strategic priorities? Functional units, work groups, programs? Something else?**
4. **How will support services be handled? The research participants agreed that budgeting for support services like payroll and accounting was one of the foremost challenges of designing a process. Support services need to be perceived as full participants in priority-driven budgeting, but at the same time, accommodations must be made for the fact that they potentially exist to achieve different results than those services that have a direct impact on the public.**
5. **How will decision-units be scored, and who will score them? The scoring mechanism and process is key implementing priority-driven budgeting successfully.**
6. **What is the role of priority-driven budgeting in the final budget decision? What method will be used to allocate resources to services? Will the methodology lead to "formula-driven" allocations or allow for flexibility and discretion in formulated recommendations?**

Steps in Priority-Driven Budgeting

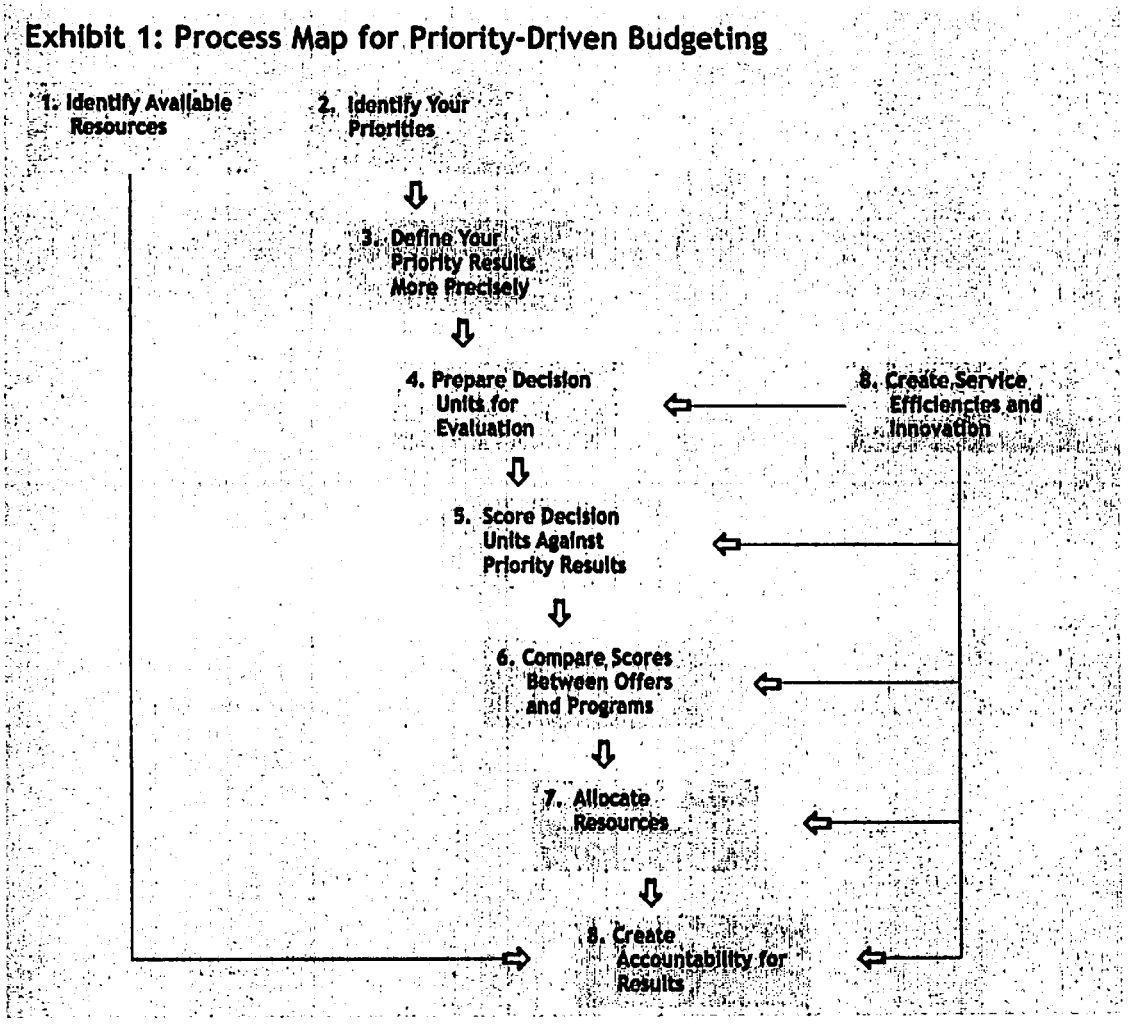
There are eight major steps in a priority-driven budget process. Exhibit 1 provides a map for how the eight steps fit together, and the steps are more fully described in the following pages.[7] As the exhibit shows, the eight steps are not completely linear. Steps 1 and 2 can begin at the same time, and Step 8 comes into play at many different points of the process.

1. Identify Available Resources

Before embarking on priority-driven resource allocation, the organization must undergo a fundamental shift in its approach to budgeting. This shift, while subtle, requires that instead of first having the organization identify the amount of resources "needed" for the next fiscal year, it should first clearly identify the amount of resources that are "available" to fund operations as well as one-time initiatives and capital expenditures.

As their first step in budget development, many organizations expend a great deal of effort in completing the analysis of estimated expenditures to identify how much each organizational unit will need to spend for operations and capital

Exhibit 1: Process Map for Priority-Driven Budgeting



in the upcoming fiscal year. Once that "need" is determined, then the organization looks to the finance department or budget office to figure out how these needs are to be funded. An integral part of the priority-driven budgeting philosophy is to spend within your means, so the first step in developing a budget should be focusing on gaining a clear understanding of the factors that drive revenues and doing the requisite analysis to develop a reasonably accurate and reliable revenue forecast in order to understand how much is available to spend for the upcoming fiscal year.

The Price of Government

The "price of government" is a concept originated by David Osborne and Peter Hutchinson.[8] Government takes economic resources from the community to provide services and, hence, the total revenue that government receives is really the "price of government," from the perspective of the citizen. This can be a useful concept in the first step of priority-driven budgeting because it asks decision-makers to think about the total tax and fee burden they are willing to place on the community to fund services - thus, putting revenues before expenditures.

Resources must also be clearly differentiated in terms of ongoing revenues versus one-time sources. The organization must be able to identify any mismatch between ongoing revenues and ongoing expenditures (operations) as well as between one-time sources and one-time uses (one-time initiatives, capital needs, fund balance reserves). This analysis will ensure that the entity can pinpoint the source of its structural imbalance and address it in developing its budget. This will also ensure that a government does not unknowingly use fund balance (a one-time source) to support ongoing expenditures.

Once the amount of available resources is identified, the forecasts should be used to educate and inform all stakeholders about what is truly available to spend for the next fiscal year. The organization must understand and believe that this is truly all there is as it begins developing the budget. Sharing the assumptions behind the revenue projections creates a level of transparency that dispels the belief that there are "secret funds" that will fix the problem and establishes the level of trust necessary to be successful.

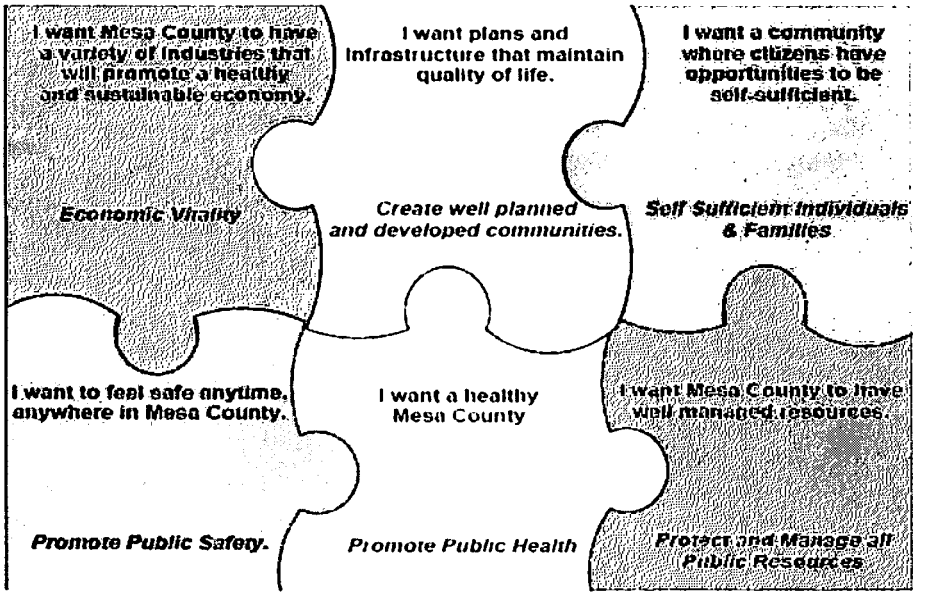
In the first year, an organization might choose to focus attention on only those areas that do not have true structural balance. For most organizations, this will often include the general fund, but the jurisdiction might decide to include other funds in the process. Both Polk County, Florida, and the City of Savannah took steps to limit the scope of implementation. For example, Polk County concentrated on the general fund, and Savannah excluded capital projects from the process.

Step 1 Intended Result: Adopt a "spend within your means" approach - meaning there is a common understanding of the amount of resources available and that there is a clearly established limit on how much can be budgeted for the upcoming fiscal year.

2. Identify Your Priorities

Priority-driven budgeting is built around a set of organizational strategic priorities. These priorities are similar to a well-designed mission statement in that they capture the fundamental purposes for which the organization exists and are broad enough to have staying power from year to year. A critical departure from a mission statement is that the priorities should be expressed in terms of the results or outcomes that are of value to the public. These results should be specific enough to be meaningful and measurable, but not so specific as to say how the result or outcome will be achieved or become outmoded after a short time. Below are the five priority results determined by Mesa County, Colorado. Notice how these results are expressed in the "voice of the citizen."

A strategic plan, vision, and/or mission statement can serve as the ideal starting point for identifying the priority results. If you have an existing strategic plan, it might be helpful to ground the priority results in these previous efforts to respect the investment stakeholders may have in them and to



give the priorities greater legitimacy. If you don't have an existing plan, developing one as a prelude to priority-driven budgeting can provide a stronger grounding for the priorities. It might also help increase the enthusiasm of elected officials and senior staff for priority-driven budgeting, as they seek a way to connect the new plan to decisions about annual resource allocations.

The governing board also needs to be closely involved in setting the priorities. The priorities are the foundation of priority-driven budgeting, so that the governing board must fully support them. The role of an elected official is to set the results the organization is expected to achieve. Developing the priorities might also be a good place to involve citizens. Some communities have used traditional means of doing this, such as citizen surveys, focus groups, and town hall meetings to engage citizens in helping establish the expected results for their community. Others are being innovative. The City of Chesapeake, Virginia, recently asked citizens viewing a result-setting exercise on their public access channel to

Are Support Services a Priority?

Our research subjects offered two alternatives for prioritizing support services. Most commonly, entities created a "good governance" priority that addressees high-quality support services. This gives support services a clear place in priority-driven budgeting and allows the relevance of these services to be tested against the organization's priorities. Here is how the City of Walnut Creek, California, defined its governance goals.

- **Enhance and facilitate accountability and innovation in all city business.**
- **Provide superior customer service that is responsive and demystifies city processes.**
- **Provide analysis and long-range thinking that supports responsible decision making.**
- **Proactively protect and maintain city resources.**
- **Ensure regulatory and policy compliance.**

Alternatively, other participants envisioned moving to a system that would fully distribute the cost of support services to operating programs so support services would be affected according to how the operating services they support are prioritized.

participate online and share their thoughts on "what does the city exist to provide." Cities such as Walnut Creek, California, and Blue Ash, Ohio, set up kiosks in city facilities and asked citizens to participate in a brief survey that helped validate the city council's established results and to "weight" the relative importance of those results to the community.

Step 2 Intended Result: A set of priorities expressed in terms of measurable results that are of value to citizens and widely agreed to be legitimate by elected officials, staff, and the public.

3. Define Your Priority Results More Precisely

The foundation of any prioritization effort is the results that define why an organization exists. Organizations must ask, "What is it that makes us relevant to the citizens?" Being relevant – providing those programs that achieve relevant results – is the key purpose and most profound outcome of a priority-driven budgeting process.

The challenge with results is that the terms can be broad, and precisely what they mean for each individual community can be unclear. For instance, take a result like "Providing a Safe Community," which is shared by most local governments. Organizations talk about public safety or providing a safe community as if it is an obvious and specific concept. But is it?

In the City of Walnut Creek, citizens and city leadership identified building standards for surviving earthquakes as an important influence on providing a safe community. In the City of Lakeland, Florida, however, not a single citizen or public official discussed earthquakes to define the very same result. In the City of Grand Island, Nebraska, the city highlighted community acceptance and cohesiveness as intrinsic to achieving a safe community (acknowledging their initiatives to help integrate a growing and important population of their community – immigrant farm workers). However community integration was not a relevant factor that would contribute to the safety of the community in Walnut Creek. Hence, the specific definitions of the community's results is where the identity of your community and the objective meaning of what is relevant is revealed.

Staff Teams in Priority-Driven Budgeting

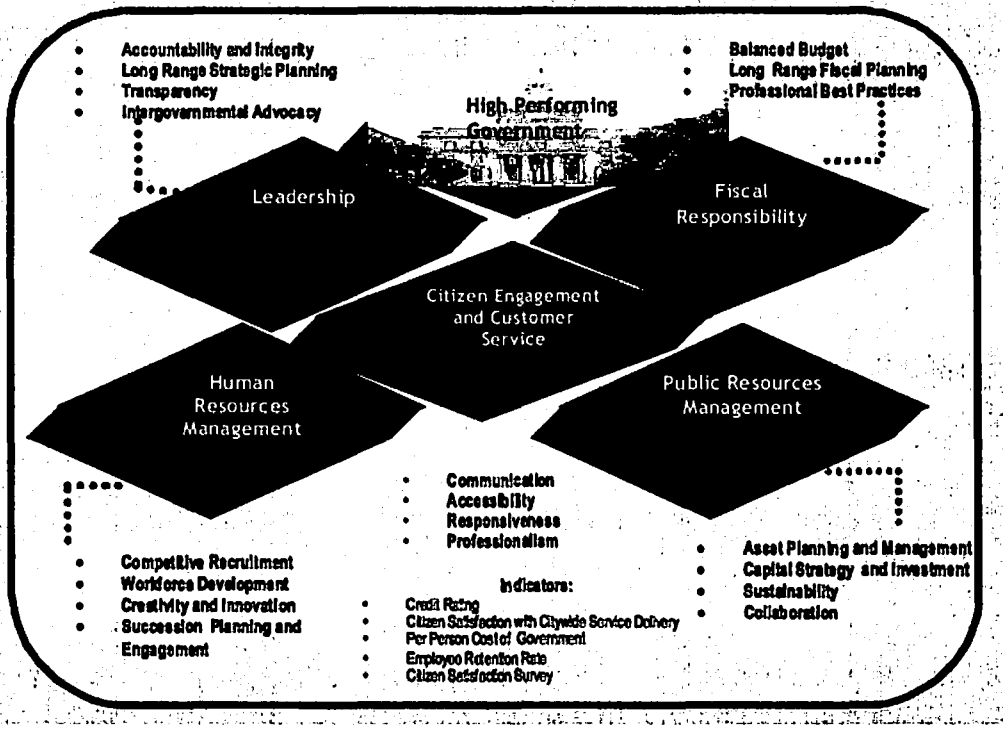
Creating strategy maps is the first significant role for cross-functional staff teams in the process. Such teams have repeated and important uses, so their members need to be highly skilled and sufficiently supported. A number of our research subjects engaged consultants to train and/or directly assist the teams. Many organizations use that as an opportunity to involve the "up and coming" leaders in the process to ensure its long-term sustainability.

A powerful method for defining results was established in *Strategy Maps* by Kaplan and Norton.[11] Strategy mapping is a simple way to take a complex and potentially ambiguous objective – like achieving a safe community – and creating a picture, or map, of how that objective can be achieved. Sometimes referred to as cause-and-effect diagrams or result maps, strategy maps provide an effective way for an organization to achieve clarity about what it aims to accomplish with its results. Strategy maps should be developed using cross-functional teams. Teams consist primarily of staff (both with subject matter expertise relating to the priority result and without), but they can also include elected officials and citizens.

Exhibit 2 (on the following page) provides an example of a strategy map from the City of Savannah for "high-performing government" (Savannah's equivalent of the "good governance" result described in the earlier sidebar). Savannah's map includes performance indicators to help gauge if the priority result is being achieved.

Exhibit 3 (on the following page) is a picture of a slightly different style of strategy map from the City of San Jose, California, for its "Green, Sustainable City" priority result. The center of the map is the result, and the concepts around

Exhibit 2: High Performing Government Strategy Map from the City of Savannah

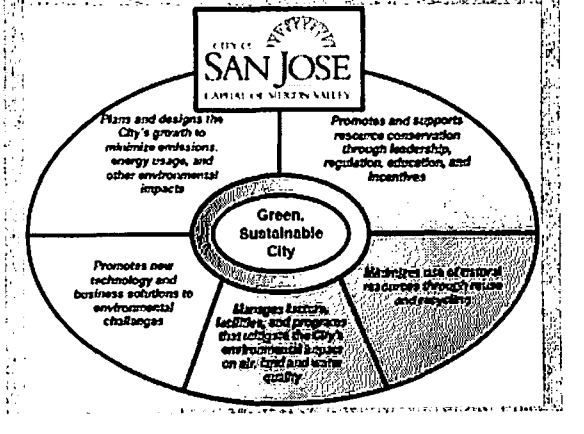


the result are the definitions – they help the city clearly articulate its priorities: "When the City of San Jose _____ (fill in the blank with any of the result definitions), then we achieve a Green, Sustainable City."

Consider San Jose's result map relative to your own community. Would your community define the relevance of your organization by its ability to achieve a green, sustainable community? Would your community define a result like a green, sustainable community in a similar or different way?

One of the challenges local governments face is trying to address what can seem like a growing (and seemingly limitless) expectation for programs and services. One of the benefits of developing strategy maps is that local governments can give citizens a more precise description of

Exhibit 3: Green City Strategy Map from the City of San Jose



the results that make local government relevant. This will establish a shared foundation, a common context for evaluating and prioritizing the programs and services the jurisdiction offers. A service's relative priority can be evaluated only through a common belief about the results local government is striving to achieve.

The City of Walnut Creek knew that citizens and community stakeholders needed to be involved in defining the priority results. The rationale was that the city's priority results would be legitimate only if community members were responsible for establishing the results and their definitions. The city reached out to the community on the radio, in the newspaper, and through the city's newsletters and Web site to invite any citizen to participate in one of several town hall meetings. At the meeting, citizens were asked to submit answers to the question: "When the City of Walnut Creek _____, then they achieve [the result the citizen was focused on]." The response from citizens was tremendous and generated a host of answers. City government staff members (who participated in the meetings) were then responsible for summarizing the citizen's responses by developing strategy maps.

Define Your Priorities: A Quick Win

If the organization has not already clearly defined its priorities, just getting through this step could be a major accomplishment. Knowing the priorities can help an organization make better resource allocation decisions, even in the absence of a true priority-driven budgeting system.

Lastly, when defining the priority results, consider whether some results might be more important than others. This could have an impact on how programs are valued and prioritized. Elected officials, staff, and/or citizens can participate in ranking exercises, where each participant is given a quantity of "votes" (or dollars, or points, etc.) and can allocate their votes among all the priority results to indicate the relative value of one result versus another. It is important to make clear to participants that this ranking process is not a budget allocation exercise (whereby the budget of a certain result is determined by the votes given to a result). Through such a ranking, participants can express that certain results (and therefore the programs that eventually influence these results) may have greater relevance to the community than others.

Step 3 Intended Result: Reveal the identity of your community and the objective meaning of what is relevant to it through the process of defining priority results.

4. Prepare Decision Units for Evaluation

The crux of priority-driven budgeting is evaluating the services against the government's priority results. Thus, the decision unit to be evaluated must be broad enough to capture the tasks that go into producing a valued result for citizens, but not so large as to encompass too much or be too vague. Conversely, if the decision unit is too small, it may only capture certain tasks in the chain that lead to a result and might overwhelm the budget process with details. Our research subjects took one of two approaches to this issue: "offers" or "programs."

Offers. Offers are customized service packages prepared by departments (or perhaps designed by cross-functional staff teams or even private firms or non-profits) to achieve one or more priority results. Offers are submitted to evaluation teams (typically comprising a cross functional group of staff, but possibly citizens as well) for consideration against the organization's priority results. Often, the evaluation team will first issue a formal "request for results" that is based on the strategy map and defines for departments, or others who are preparing offers, precisely what the evaluation team is looking for in an offer.

How Many Offers Are There?

Our research participants who used the "offer" approach averaged one offer for every $1.5 million in revenue that was available to fund offers.

Offers are purposely intended to be different from existing organizational subunits (like departments, divisions, programs) to make a direct connection between the decision-unit being evaluated and the priority results, to encourage outside-the-box thinking about what goes into an offer, and to make it easier for outside organizations to participate in the process. For example, multiple departments can cooperate to propose a new and innovative offer to achieve a result instead of relying on past ways of doing things. A private firm could submit an offer to compete with an offer made by government staff.

The drawback of offers is that they are a more radical departure from past practice and may be too great a conceptual leap for some. This could increase the risk to the process, but if the leadership's vision is for a big break from past practice, then the risk might be worth taking. For example, Mesa County's board is very interested in having private and non-profit organizations participate fully in its budget process at some point in the future, so the offer approach makes sense for Mesa County.

Programs. A program is a set of related activities intended to produce a desired result. Organizations that use the "program" method inventory the programs they offer and then compare those to the priority results. Programs are an established part of the public budgeting lexicon and some governments already use programs in their approach to financial management, so thinking in terms of programs is not much of a conceptual leap, or perhaps not a leap at all. This means less work and process risk. However, even when the concept of programs is familiar, be sure the "programs" (or offers) are sized in a way that allows for meaningful decision making. Programs that are too big are often too vague in their purpose to be accountable for results, and it can be difficult to fairly judge the impact of a program that is too small. Generally speaking, if a program equates to 10 percent or more of total expenditures of the funds in which it is accounted for, then the program should probably be broken down into smaller pieces. If a program equates to either 1 percent or less of total expenditures or $100,000 or less, it is probably too small and should be combined with others.

Also, be aware that using programs might provide less opportunity for outside organizations to participate in the budgeting process because the starting point is, by definition, the existing portfolio of services. For that same reason, radical innovation in service design or delivery method is less likely.

Step 4 Intended Result: Prepare discrete decision-units that produce a clear result. Think about evaluating these decision units against each other and not necessarily about evaluating departments gainst each other.

Program Inventory: A Quick Win

If the organization does not have a sense of the programs it provides, then simply developing a fully costed (direct plus indirect costs) program inventory should provide immediate benefits. A program inventory can be used to help decision-makers understand the full breadth of services provided and their costs, and might help the organization recognize immediate opportunities for efficiency. Appendix 1 provides additional information on how to build a program inventory.

5. Score Decision Units Against Priority Results

Once the organization has identified its priority results and more precisely defined what those results mean, it must develop a process to objectively evaluate how the program or offer achieves or influences the priority results. Scoring can be approached in several ways.

The first variation to consider is if a program or offer will be scored against all the organization's priority results or just the one it is most closely associated with. The cities of Lakeland, Walnut Creek, and San Jose scored against all of the priority results. The belief was that a program that influenced multiple results must be a higher prior-

ity – every tax dollar spent on a program that achieved multiple results was giving the taxpayer the "best bang for the buck." Alternatively, organizations like Mesa County, the City of Savannah, Polk County, and Snohomish County matched each program or offer with only one of the priority results and evaluated it against its degree of influence on that result. Under this scenario, guidelines should be established to help determine how to assign a program or offer to a priority area as well as provide some sort of accommodation for those programs or offers that demonstrate important effects across priority result areas. Both of these approaches have been used successfully, so the right choice depends on which approach resonates more with stakeholders.

In addition to scoring the offers or programs against the priority results, some organizations have included additional factors in the scoring process. Examples include mandates to provide the service, change in demand for the service, level of cost recovery for the service, and reliance on the local government to provide the service (as opposed to community groups or the private sector). The governments believed that a program should be evaluated more highly if there was a mandate from another level of government, if there was an anticipated increase in demand for the program or that program received fees or grant dollars to significantly cover the costs to provide it. Finally, if the citizen had to rely solely on the government to provide the program or service and there was no other outside option available, then a program was believed to be of a slightly higher priority.

The next variation is how to actually assign scores to programs or offers. One approach is to have owners of the programs or offers (e.g., department staff) assign scores based on a self-assessment process. This approach engages the owners in the process and taps into their unique understanding of how the programs influence the priority results. Critical to this approach is a quality control process that allows the owner's peers in the organization (other departments) and/or external stakeholders (citizens, elected officials, labor unions, business leaders, etc.) to review the scoring. The peer review group challenges the owner to provide evidence to support the scores assigned. A second approach to scoring establishes evaluation teams that are responsible for scoring the programs or offers against their ability to influence the priority results. Owners submit their programs or offers for the

What about Capital Projects?

For most organizations, outlays for capital projects and one-time initiatives are a significant part of their budgeting process. A priority-driven budgeting process can be used to prioritize these major one-time expenditures in the same way it is used to evaluate ongoing programs and services. The starting point is a capital improvement plan (CIP) that includes all the potential capital projects from across the organization. Ideally, it should include not only major capital construction, capital improvement, or capital equipment purchases, but also significant one-time expenditures items such as major studies, comprehensive plan updates, and software upgrades that are planned for the next five years. In addition to the strategic results, other evaluation factors for capital projects might include:

- **Is the project mandated by some other governmental agency?**
- **Is it a continuation of an existing project that has already been approved?**
- **Is it an integral component of the organizations Comprehensive Plan for future community growth?**
- **Is it being fully or partially funded by another agency or private interest?**
- **Is the project responding to an emergency situation or critical need of the organization?**

When evaluated in this way, projects that are of a higher priority have assurance of funding in the next five-to-ten year period over those that are of a lower priority, especially when there are limited one-time resources available to fund them. This method also avoids funding a current-year project that is of a low priority instead of setting aside funds to ensure the successful completion of the higher-priority capital need in a future year.

teams to review, and the teams score the programs against the results. The priority-driven budgeting process becomes more like a formal purchasing process, where the departments are analogous to vendors and the evaluation teams are like buyers. Evaluation teams could be made up entirely of staff, with representation both from staff members who have specific expertise related to the result being evaluated and others who are outside of that particular discipline. An alternative team composition would include both staff and citizens, to gain the unique perspectives of both external and internal stakeholders. This second approach brings more perspectives into the initial scoring and encourages cross-functional teamwork via the evaluation teams.

Scoring Support Services

As mentioned earlier, a number of our research subjects established a priority result for "good governance." Those programs that provided internal services were scored against these governance results in a parallel evaluation process. These governments believed that internal services were important, but were expected to achieve different results than those programs or offers intended for citizens.

Another consideration is the particular scoring method to be used. For example, will evaluators have to use a forced-ranking system where programs/offers are fit into a top-to-bottom ranking or will each program be scored on its own merits, with prioritization as a natural byproduct? Each system has its advantages, but the important thing is to make sure the scoring rules are clear to everyone and applied consistently.

The role of the elected governing board in this step is another point of potential variation in the scoring. In some organizations, the board is heavily integrated into the process and participates in the scoring and evaluation step. They have the opportunity to question the scores that have been assigned by the owner or the evaluation team, ask for the evidence that supports that score, and ultimately request that a score be changed based on the evidence presented and their belief in the relative influence that program or offer has on the priority results it has been evaluated against. In other organizations, the process can be implemented as a staff-only tool that is used to develop a recommendation to the governing body. Snohomish County uses this approach, as its culture and board-staff relation supports it.

Regardless of which variations are selected, there are three important points to establish. The first is that to maintain the objectivity and transparency of the process, programs or offers must be evaluated against the priority results, as they were defined collectively by stakeholders (see step 3). Secondly, scores must be based on the demonstrated and measurable influence the programs or offers have on the results. Finally, the results of the scoring process will be provided as recommendations to the elected officials, who hold the final authority to make resource allocation decisions.

Step 5 Intended Result: Each decision unit (offer or program) should have a score that indicates its relevance to the stated priorities.

6. Compare Scores Between Offers or Programs

It is a "moment of truth" in priority-driven budgeting, when the scoring for the offers or programs is compiled, revealing the top-to-bottom comparison of prioritized offers or programs. Knowing this, an organization must be sure that it has done everything possible up to this moment to ensure that the final scores aren't a surprise and that the final comparison of the offers or programs in priority order is logical and intuitive.

The City of San Jose engineered a peer review process through which the scores the departments gave to their programs were evaluated, discussed, questioned, and sometimes recommended for change. The city established a review team for each of its priority results. The team first reviewed the strategy map to ensure that each member of the team was grounded in the

city's specific definition of the result. Next, the review teams were given a report that detailed every program scored for the particular result under review. The teams met to discuss:

- whether they understood the programs they were reviewing;
- whether they agreed with the score given by the department (the departments scored their own programs);
- whether they required further testimony or evidence from the department to help them better understand the score given; and
- whether the score should stand, or if the team would recommend an increase or decrease.

All programs were evaluated in this manner until a final recommendation was made on program scores.

The city invited the local business community, citizens representing their local neighborhood commissions, and labor leaders to review the scores. Walter Rossman, from San Jose's City Manager's Office, described their effort this way: "The participants found the effort informative as to what the city does; they found it engaging with respect to hearing staff in the organization discuss how their programs influence the city's results; and, most interesting, they found it fun."

San Jose's story is important because it demonstrated how stakeholders from various perspectives and political persuasions can all productively participate in the priority-driven budgeting process. San Jose didn't ask these stakeholders to come together and rank programs. They didn't ask them to decide which programs should be cut or which ones should be preserved. They framed the discussion very simply: Evaluate how our programs help us achieve our results, and to what degree. The outcome of prioritization was therefore expected and self-evident, based on the common understanding of the programs and how the programs influence results.

Stakeholders could be concerned that their favored programs might lose support in the course of priority-driven budgeting. Even when a program director or a citizen who benefits from a particular program understands why that program ranked low, they are not going to be pleased about it. Invite stakeholders from all sides, from within the organization and even the community, to understand the process. Include stakeholders at various points in the process so they might influence the outcome. Constantly communicate progress, throughout the process. Program directors, stakeholders of a particular program, organizational leadership, and staff might not enjoy seeing their program prioritized below other programs, but if they understand it, if they've had a chance to influence the process, and, most importantly, if they are aware of actions they might take to improve the priority ranking of their program, the process will have a great chance for success.

San Jose framed the discussion very simply: Evaluate how our programs help us achieve our results, and to what degree.

Lastly, consider if the scoring of the programs or offers will be used only to decide where to make budget reductions. Organizations such as the cities of Lakeland and Walnut Creek have used prioritization not only to balance their budgets, but also to understand how services that might appear less relevant to the city government might

be relevant to other community groups. These groups might take responsibility for supporting or preserving a service. There could be great potential in engaging other community institutions – businesses, schools, churches, non-profits – about partnership opportunities.

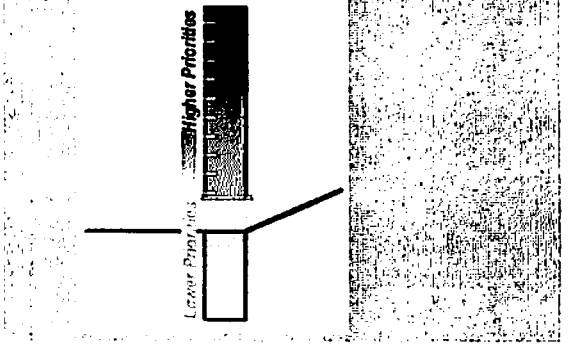
Peter Block has focused much attention on this issue in his book, *Community: The Structure of Belonging*.[12] Citing the way we sometimes unduly rely on government to meet the community's needs, he highlights citizens' experiences of taking accountability for the results they hope to see achieved. This occurs when cohesion is built between local government, businesses, schools, social service organizations, and churches. A complete and successful priority-driven budgeting process doesn't conclude when the budgets for low-priority services are reduced – rather, it brings together otherwise fragmented institutions in society to find ways of providing services that may still be relevant to the community, even if they are less important to the priority results a local government seeks to achieve.

Step 6 Intended Result: The prioritized ranking of programs is a logical and well-understood product of a transparent process - no surprises.

7. Allocate Resources

Once the scoring is in place, resources can be allocated to the offers or programs. This can be done in a number of ways. One method is to first allocate revenues to each priority result area based on historical patterns or by using the priority's relative weights, if weights were assigned. Allocating resources to a priority result area can be controversial because, as we will see, this allocation determines the number of offers or programs that will be funded under that priority area (e.g., how many public safety programs will be funded). There are no easy answers to this issue. As such, the designer of the process should look for ways to mitigate controversies associated with how much funding is allocated to one result versus another and to prevent these allocations from becoming new types of organizational silos. For instance, the designer should think about ways priority result areas can share information during the evaluation of programs or offers, and/or ways to jointly fund programs or offers.

Exhibit 4: Drawing the Line



Then, the offers or programs can be ordered according to their prioritization within a given priority result area and the budget staff draw a line where the cost of the most highly prioritized offers or programs is equal to the amount of revenue available (see Exhibit 4). The offers or programs above the line are funded, and the ones that fall below the line are not. The board and staff will have discussions about the programs on either side of the line and about moving those offers or programs up or down, redesigning them to make more space above the line (e.g., lowering service levels), or even shifting resources among priority results. Variations on the approach are possible – for example, there could be multiple lines representing multiple levels of funding certainty. In the City of Redmond, Washington, programs above a top line were categorized as "definitely fund," while programs in between the top line and a bottom line were open to additional scrutiny.

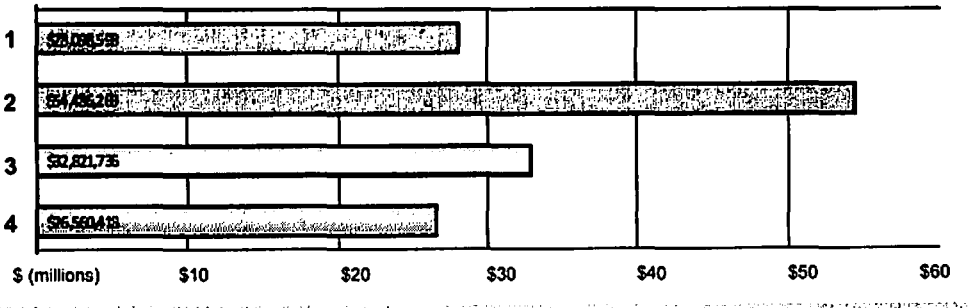
Another method is to organize the offers or programs into tiers of priority (e.g., quartiles) and then allocate reductions by tier. For example, programs in the first tier might not be reduced, while programs in the lowest tier would see the largest

reductions. The programs could be forced to make assigned reductions, or each department could be given an aggregate total reduction target, based on the programs under its purview (with the implication being that the department will weight its reductions toward the lower-priority programs, although it would have more flexibility to decide the precise reduction approach than if the cuts were not done within the department). This tier approach generates discussion among board and staff about how much money is spent on higher versus lower tier services in aggregate, as well as on resource allocation strategies for individual departments and programs. Exhibit 5 presents an example of the value this analysis can provide. It shows the total amount of money one city had historically spent on its highest priority programs (e.g., the top tier) versus the others. This city was spending significantly less on the top tier than it was spending on the second tier, and less than it was spending on the third tier, as well. This raises interesting questions about spending patterns in the organization and builds a compelling case for change.

Organizations also need to consider the funding of support services. Many of our research participants elected to fund support services based on historical costs, making some reduction that was consistent with the reduction the rest of the organization was making. The magnitude of the reduction applied to any particular support service was based on its priority relative to other support services. A couple of our participants envisioned moving to a system wherein the cost of support services would be fully distributed to operating programs so support services would be affected according to the prioritization of the operating services they support.

Another question is how to handle restricted monies (e.g., an enterprise fund). One option is to handle special purpose funds (where there are restrictions on how the money can be used) separately. For example, enterprise funds or court funds might be evaluated on a different track or budgeted in a different way altogether. Another option is to rank programs or offers without respect to funding source, but then allocate resources with respect to funding source. Knowing the relative priority of all the offers or programs might generate valuable discussion, even if there is no immediate impact on funding. For example, if a low-ranking offer or program is grant funded, is it still worth providing, especially if that grant expires in the foreseeable future? Ideally, participants will become less fixated on funding sources, realizing that the government has more flexibility than it might think. For example, if a low-priority service is funded by a special earmarked tax, is there a way to reduce or eliminate that service and its tax, and increase a

Exhibit 5: Spending by Priority Tier



general tax by an analogous amount? As the government becomes more proficient at expressing the value it is creating for the community, it should be better able to articulate these potential trade-offs to the community.

Of course, no matter what method is selected to allocate resources, remember that priority-driven budgeting, like any budgeting process, is still a political process. As such, it will not and should not lead to "scientific" or "apolitical" allocation of resources – rather, it should change the tone of budget discussions, from a focus on how money was spent last year to a focus on how the most value can be created for the public using the money that is available this year.

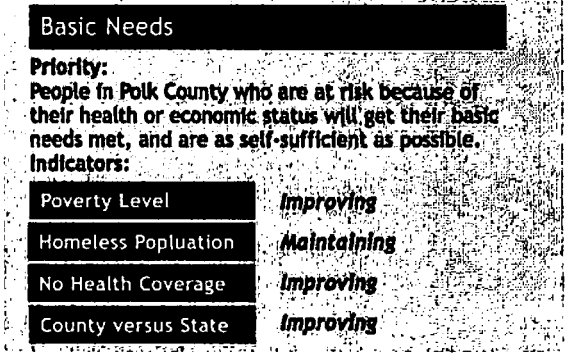
Step 7 Intended Result: Align resource allocation consistent with the results of priority-driven scoring.

8. Create Accountability for Results, Efficiency, and Innovation

The owners of the programs or offers being evaluated might over-promise or over-represent what they can do to accomplish the priority result. To address this potential moral hazard, create methods for making sure programs or offers deliver the results they were evaluated on. Many of our research participants anticipate using performance measures for this purpose. For example, a program or offer might have to propose a standard of evidence or a metric to be evaluated against, so the organization can see if the desired result is being provided. Exhibit 6 is Polk County's conceptual approach for connecting its priority result areas to key performance indicators. However, none of the research participants have reached what they would consider a completely satisfactory state in this area. For those just starting out, the lesson is to understand where evidence is needed in your process design, but also to be patient with respect to when this part of priority-driven budgeting will be fully realized.

Other issues to consider as part of the priority-driven budgeting design are the efficiency of programs or offers, and innovation in the design of programs or offers. Although priority-driven budgeting will identify which programs or offers are best for achieving priority results, it does not speak directly to the efficiency with which those programs or offers are delivered or to innovative approaches to program delivery (although it might indirectly encourage these things).

Exhibit 6: Polk County Concept for Key Performance Indicators



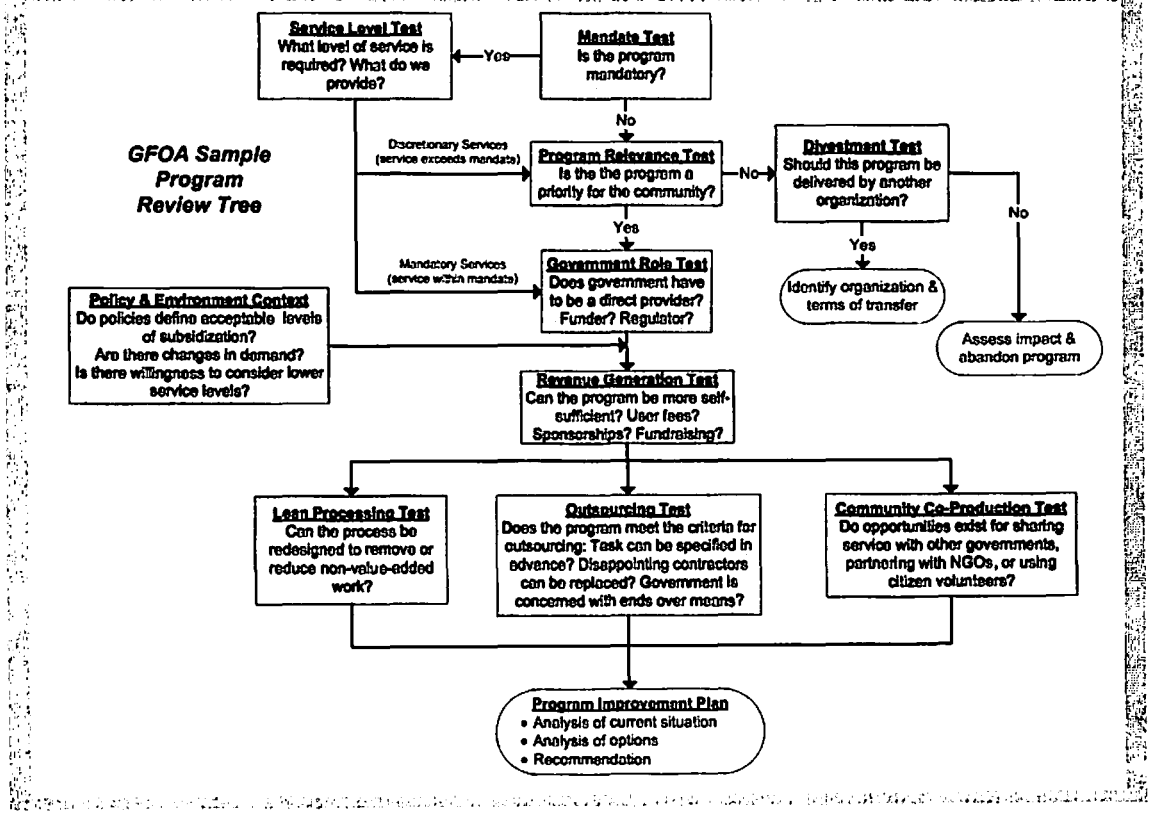
As such, the designers of the process might need to consider specific techniques for ensuring program efficiency. A proven model for improving efficiency helps avoid cost-cutting techniques that also cut productivity and degrade the results a program produces. For instance, a systematic method for reviewing and improving business processes could be implemented along with priority-driven budgeting. One such method that GFOA research has shown to be effective for local governments is "Lean" process review – a system for identifying and removing or reducing the non-value added work that can be found in virtually any business process. You can learn more about Lean at www.gfoaconsulting.org/lean.

Business process improvement can also be incorporated into a more comprehensive approach to reviewing program efficiency. Exhibit 7 (on the following page) provides a sample program review decision tree that is inspired by work from the City of Toronto, Ontario. As the exhibit

shows, a program is subjected to a series of tests to see if it is being provided efficiently. For example, can the service be shared with other governments? Can greater cost recovery be achieved through fees or fund raising? Can the private sector provide the service more efficiently? Can Lean process improvement techniques be applied? Exhibit 7 also shows how the review might be linked to priority-driven budgeting – discretionary services are subject to a relevance test that asks the above questions about each priority program, while non-priority programs go through a divestment test.

Finally, innovation tends to be the exception rather than the rule in the public sector, so the designers of the priority-driven budgeting process should consider how to encourage new ways of structuring programs or offers to best achieve the government's priority results. Some research argues that innovation is a "discipline, just like strategy, planning, or budgeting."[11] Public managers who want to encourage innovation will need to develop and institutionalize dedicated processes to generate ideas, select the best ones, implement them, and spread the benefits throughout the organization. Along the way, public managers will need to make use of a variety of implementation strategies, including those that rely on the organization's own resources and those that seek to harness resources from outside. Public managers will also have to create an organizational culture that is not just conducive to innovation, but actively encourages and even

Exhibit 7: Sample Program Review Decision Tree



demands it. *The Public Innovator's Playbook* describes one approach to encouraging innovation in this kind of systematic way.[12]

Step 8 Intended Result: Make sure that those who received allocations are held accountable for producing the results that were promised. Find ways to directly encourage efficiency and innovation.

Conclusion

Priority-driven budgeting represents a major shift from traditional budgeting methods. A clear understanding of the priority-driven budgeting philosophy should be in place before proceeding down this path, along with a strong level of support – especially from the CEO (whose role is normally to propose the budget) and, ideally, the governing board (whose role is to adopt the budget). Priority-driven budgeting is not a process that is brought in to fix a structural deficit; instead, it becomes the way an organization approaches the resource allocation process. It brings with it an important cultural shift – moving from a focus on spending to a focus on achieving results through the budget process. Priority-driven budgeting should be perceived by all stakeholders as a process that improves decision-making and changes the conversations around what the organization does (programs and services), how effective it is in accomplishing its priority results, and how focused it is on allocating resources to achieve its results.

The success of your process design rests on a clear understanding of the principles of priority-driven budgeting, outlined in the eight steps presented in this paper. A priority-driven budgeting process can be approached in several ways, so keep in mind the major levers and decision points to create a process that works best for your culture and environment, and that embraces the concepts of democratic and substantive legitimacy. The governments that participated in this research show that there are opportunities to introduce flexibility in the process – but keep in mind that with that flexibility comes risk, if changes are made that don't embrace the basic principles of priority-driven budgeting.

Research what other organizations have done and ask them about their long-term success in shifting to the "new normal" in local government budgeting. Understand that priority-driven budgeting is a process that will evolve and improve over time – don't expect perfection in the first year. Engage outside help where needed to design the process, develop successful communication plans, incorporate citizen involvement, and institute a process. Enjoy new conversations that were not possible before, and embrace the transparency in decision-making that accompanies the priority-driven budgeting process. As your organization adapts to the new normal, the process will guide decision-makers in making resource allocations that fund the programs that are most highly valued by the organization and, more importantly, by the citizens who depend on those programs and services for their well being, comfort, and expected quality of life.

Appendix 1: Building a Program Inventory

Introduction

Financial constraints have forced many governments to take a hard look at the services they offer. A fundamental step is to inventory all the service programs a government offers. A program inventory clarifies the breadth of services provided and, ideally, highlights key characteristics of each program (e.g., the full cost of providing the program and the level of revenues that program directly generates to support its operations). The inventory provides the basis for discussion about the services that should be provided.

Steps to Take

1. **Define your objectives and goals for the program inventory.** Identifying a program is as much art as it is science – an inescapable amount of subjectivity is involved. Therefore, to make judgments as effectively as possible, make sure you are clear on why you are developing a program inventory. Some of the potential purposes are:
   - Understanding the complete scope of services government provides.
   - Communicating the scope of services to the public in a format that is easy to understand and can be digested by the average citizen (i.e., not too detailed).
   - Drawing distinctions between the results (that matter to citizens) provided by different programs. To achieve this, programs cannot to be too large or vague.
   - Beginning to show the true cost of doing business by describing what government does on a meaningful level, and then identifying costs for those programs.
   - Laying the groundwork for priority-driven budgeting, where programs receive budget allocations based on their contributions to the government's priority objectives.
   - Laying the groundwork for program review, where programs are subjected to efficiency tests to determine if the service delivery method employed is optimal.

2. **Decide what information the program inventory should contain, in addition to the basic description of the program.** Options to consider include:
   - **Full cost.** The full cost of the program is its direct cost plus its indirect cost (overhead charges). Full-cost accounting makes the true cost of offering a service transparent, which allows better planning and decision making. It also helps show that the organization is achieving the expected level of

Program Costing Tips

Precise costs for each program might not be achievable without a great deal of work (or a new financial management system). For purposes of priority-driven budgeting, accessible and widely used cost allocation methodologies allow for relatively accurate costing of each program is possible. If you have a formal cost allocation plan, this would be the best place to start assigning program costs. Otherwise, start with direct costs. Remove any one-time costs (e.g., capital) to make sure you are capturing only ongoing expenditures related to a given program. However, you can assign the operating and maintenance costs of the assets employed by a program to the direct costs, if doing so is logical and consistent with the way these costs are being handled for other programs.

Cost allocation plans may be the most cost effective way to produce a reliable overhead allocation figure. In the inventory document, displaying the overhead costs separately from the direct costs can provide flexibility to those who use the information.

In making the transition from department or division budgets to program costs, use an allocation method that is intuitive and therefore would enjoy legitimacy among the users of the costing system (e.g., the number of FTEs or percentage of employee time devoted to a program). Whatever the allocation methodology, the finance or budget staff needs to be able to prepare a reconciliation.

cost recovery for a given service. Full costing is especially important if the government envisions eventually going to a priority-driven budget process.

- Alignment with strategic goals. Knowing how programs contribute to priority goals enables organizations to develop more strategic cutback strategies.
- Service level. Describe the level of services provided to the public. If service is being provided at a premium level, perhaps service levels can be lowered to reduce costs.
- Mandate review. List and clearly define any mandates a program is subject to. Then review the current service level against the mandate requirements. Perhaps the service level being provided is higher than what the mandate requires.
- Demand changes. Is demand for a service going up or down? If demand is going down, perhaps the program can be cut back and resources shifted elsewhere. If demand is going up, steps can be taken to manage demand. For example, perhaps means testing can be applied to a social services program.
- Support from program revenues. Describe the extent to which the program is supported by its own user fees, grants, or intergovernmental revenues. Is there an opportunity to achieve greater coverage of the full costs of the program?

3. **Develop forms and templates.** Create tools departments can use to describe their programs in a manner that is consistent and that captures the information needed to fulfill the purpose of the inventory. Consider testing the forms and templates with one or two departments and then distributing them to a wider group. Also consider providing training and an official point of contact for questions.

4. **Differentiate programs from functions.** Departments or divisions (i.e., public health, courts, public works, sheriff) are often described as functions or nouns. These are not programs, which are more often described with verbs – programs are action-oriented. For example, programs in a sheriff's office might include crime investigations, detentions, and court security. However, programs should not be described in terms of overly detailed tasks. For instance, "supplying a bailiff for court rooms" is a task within the court security program, not a program itself.

5. **Find the right level of detail.** A program is a set of related activities intended to produce a desired result. When constructing a program inventory, it can sometimes be challenging to find the right level of detail. If a program is too big or encompasses too much, it will not provide sufficient information – that is, it will be very difficult to describe the precise value the program creates for the public or to use program cost information in decision making. However, if program definitions are too small, decision makers can become overwhelmed with detail and be unable to see the big picture. In addition, tracking program costs for very small programs is generally not cost-effective.

   Generally speaking, if a program equates to 10 percent or more of the total expenditures of the fund in which it is accounted for, then the program should probably be broken down into smaller pieces. And if a program equates to 1 percent or less of total expenditures, or to $100,000 or less, it is probably too small and should be combined with others. This is just a guideline – there could be valid reasons for going outside of these parameters. For example, a small program could be much more important than its cost suggests. Here are some other points that have proven helpful in identifying programs:

   - A program is a group of people working together to deliver a discrete service to identifiable users.
   - A program groups all tasks that a customer of that program would receive and does not break one program or service into multiple items based on tasks.

- As far as possible, a program is individual – a program with its own name, customers, and staff team. Each program stands alone and is distinct from like programs in a similar service area.
- Programs that are handled by less than 1 FTE are combined with other existing programs.
- A program uses an existing name that is familiar to customers and staff, and/or it uses a name that could stand on its own and would be understandable to the average reader.

Examples of Program Inventories

Sample Health and Environment Programs
Environmental Planning
Air Quality Control
Water Quality
Ambulance Licensing
EIP FoodNet
Compliance & Community Safety
Vital Statistics
Immunization Grant
Emergency Preparedness Response
Non-grant Immunization
Sexually Transmitted Disease (STD)
Food Protection
Cities Readiness Initiative
Zoonosis
Cancer Control Initiative
Communicable Disease
Early Periodic Screening, Diagnosis and Treatment
Radon
Health Care Program for Children with Special Needs
Women, Infants, and Children
Special Needs Nutrition Services
Family Planning
Recreation
Maternal & Child Health Block Grant
Prenatal Plus
Housing & Institutions
Adult Substance Abuse Counseling
Fetal Alcohol Syndrome
Youth Substance Abuse Counseling
HIV Counseling & Testing
Nurse Home Visitor
Specialized Women's Services
Tobacco Cessation
Nutrition Services
Adult Health
Home Visit/Maternity
International Travel Clinic
Heart Wise Grant
Health Education
Healthy Wheat Ridge
Public Health Communications
Home Visit/Children

Sample Sherriff Programs
Traffic
Patrol Precincts
Emergency Management
Transportation
Court Security
Work Release
Inmate Food/Medical Service
Civil/Fugitive/Warrants
Records
Dispatch (Communications Center)
Academy
Executive
Directed Operations (DOU)
Critical Incident Response
Radio Maintenance
Grants Coordinator
West Metro Drug Task Force
Crimes Against Children
Crimes Against Persons
Victim Services
Training and Recruiting
Patrol Administration
Criminalistics
Detentions Administration
Crimes Against Property
Special Investigations
Support
Laundry/Custodial
Inmate Worker Program
School Resource Officers (SROs)
Operations/Booking
Animal Control
Inmate Welfare
Evidence
Accreditation
Crime Analysis
Investigations Administration
Professional Standards
Internal Affairs
Staff Inspection
Volunteer Programs
Community Relations

Notes

1 The concept of incremental budgeting was developed by Aaron Wildavlsky. See, for example: Aaron Wildavsky, *The Politics of the Budgetary Process* (Boston: Little, Brown, 1964).

2 Robert Behn discusses the shortcomings of incremental budgeting in a cutback environment in the following article: Robert D. Behn, "Cutback Budgeting," *Journal of Policy Analysis and Management*, Vol. 4, No. 2 (Winter, 1985).

3 Priority-driven budgeting is also known as "budgeting for results" and "budgeting for outcomes," although the latter is used to describe a specific method of priority-driven budgeting.

4 Personal interviews were conducted with the managers who led priority-driven budgeting at these entities.

5 Behn.

6 Mark Moore emphasizes that these two sources of legitimacy are essential to making any big public policy change. Mark Moore, *Creating Public Value* (Boston: Harvard University Press, 1997).

7 Diagram inspired by Eva Elmer and Christopher Morrill, "Budgeting for Outcomes in Savannah," *Government Finance Review*, April 2010.

8 Budgeting for outcomes was the subject of *The Price Of Government: Getting the Results We Need in an Age of Permanent Fiscal Crisis* by David Osborne and Peter Hutchinson (New York: Basic Books, 2004).

9 Robert S. Kaplan and David P. Norton, *Strategy Maps: Converting Intangible Assets into Tangible Outcomes* (Boston: Harvard Business Press, 2004).

10 Peter Block, *Community: The Structure of Belonging* (San Francisco: Berrett-Koehler Publishers, 2008).

11 William D. Eggers and Shalabh Kumar Singh, *The Public Innovator's Playbook: Nurturing Bold Ideas in Government* (New York: Deloitte, 2009).

12 Eggers and Singh.

II

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

Submitting a communication from Alderperson Bohren regarding questions on minutes from a Joint Meeting of the Police and Fire Commissioners and Salaries and Grievances from 12/12/11 with reference to "Deputy Chief" and "Assistant Chief".

Susan Richards

City Clerk

Richards, Susan

From:	Alderperson Jim Bohren
Sent:	Tuesday, March 25, 2014 7:49 AM
To:	Richards, Susan
Cc:	Rohrick, Sandy; Alderperson Mary Lynne Donohue; McLean, Steve; Romas, Mike
Subject:	FW: scanned documents
Attachments:	S&G P&FC minutes-12-12-11.PDF; CC minutes-12-19-11.PDF

Sheboygan City Clerk Sue Richards - Sue

Please submit this document with the attachments as a document for the March 17, 2014 Council meeting. Please refer it to the S&G committee. Thank you.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.452.1777
jim.bohren@ci.sheboygan.wi.us

2013 - 2014 Committee Assignments
Chairman, Committee of the Whole
Vice Chairman, Public Works Committee
Vice Chairman, Salaries & Grievances Committee

From: Alderperson Jim Bohren
Sent: Friday, March 07, 2014 10:27 AM
To: Rohrick, Sandy
Cc: Leonhardt, Vicki; Alderperson Mary Lynne Donohue; McLean, Steve; Amodeo, James; Romas, Mike
Subject: FW: scanned documents

Sandy -

Following my phone call yesterday I asked Attorney McLean to research his records regarding the joint meeting with the F&PC and S&G from 12/12/11. Please see the attached minutes from 12/12/11 item #4 under "Deputy Chief" and on what is required by 2016. Would this also pertain to the position of "Assistant Chief"? If not should it? Are we on track with present personal to get this done for any promotions by or in 2016? Perhaps we can discuss this at the next S&G meeting. Thank you.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.
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jim.bohren@ci.sheboygan.wi.us

2013 - 2014 Committee Assignments
Chairman, Committee of the Whole
Vice Chairman, Public Works Committee
Vice Chairman, Salaries & Grievances Committee

MINUTES

#10-11-12

JOINT MEETING

Salaries and Grievances Committee

Police and Fire Commission

A majority of the members of the City Common Council or any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in *State ex rel. Badke v. Greendale Village Board*, 173 Wis. 2d 553 (1993).

DATE: Monday, December 12, 2011
TIME: **4:30 pm**
PLACE: City Hall
THIRD Floor Conference Room

Salaries & Grievances Members:	Alderpersons, Chair Cory Roeseler; Vice Chairman Scott Versey; Jean Kittelson, Jeremy Dekker, Kevin Sampson
Ex-officio Member:	Sandy Rohrick, Manager of Human Resources, Tom Rice, Human Resources and Labor Relations Consultant
Police & Fire Commissioners: Excused:	James Pragatz, Henry Jung, William Gottsacker
Others in Attendance:	Mayor Ryan, Jim Amodeo, Chief Hermann, Chief Domagalski, Chad Pelishek, Ald. Jim Bohren, Vernon Koch, Steve McLean, Marge Mattern, Dolcye Johnson

OPEN:

1. Call meeting to order.

   Ald. Roeseler called the meeting to order at 4:30 pm.

2. Pledge of Allegiance.

   The Pledge was recited

   Ald. Roeseler Introduced Sandy Rohrick, Human Resources Manager.

3. Approval of the November 14, 2011 Minutes.

   Motion by Ald. Kittelson, Second by Ald. Versey to approve the minutes, Ayes: 5, Nays: 0.

4. Discussion and possible action on the job descriptions for the Fire Department.

   Discussion was held on the Fire Chief's job description.

   Motion by Ald. Dekker, Second by Ald. Versey to amend the job description to change the years of experience from 3 years to 5 years. "Also required is a minimum of five (5) years experience as a Fire Chief, or staff position of Lieutenant or higher in a paid municipal fire department with a minimum of fifteen (15) years of progressive work in the administration of fire/emergency medical services". Ayes: 5, Nays: 0. Motion passes.

   Discussion on the job description for the Deputy Fire Chief.

   Ald. Versey recommend changing from an Associates degree to a Bachelors degree. Ald. Dekker suggested to amend the years of experience in a staff position of Lieutenant or higher from 2 years to 3 years.

   Motion by Ald. Dekker and Seconded by Ald. Versey to amend the job description under Licensure and Certifications to add ".....a bachelors degree in one of the related fields by 2016 is preferred". Change the years of experience to state "Also required is a minimum of **three (3) years** experience in a staff position of Lieutenant or higher in a paid municipal fire department ..... Ayes: 5, Nays: 0.

5. Discussion and possible action on the Vacant Position Approval Forms for the Fire Department:

   - Lead Paramedic
   - Shift Commander
   - Fire Fighter/Paramedic
   - Lieutenant
   - Captain
   - Assistant Chief

   Chief Hermann explained the re-organization and stated he is proposing this as a trial period, 6 months to a year.

   Motion to approve the document by Ald. Kittelson, Second by Ald. Dekker, Ayes: 5, Nays: 0. Motion passes.

Motion by Ald. Kittelson, Second by Ald. Dekker, to approve the entire package and vacant position approval forms, Ayes: 3. Nays: Versey & Sampson-2. Motion passes.

Tom Rice confirmed that the hiring freeze ends in 2011.

6. Discussion and possible action on the Vacant Position Approval Forms for the Police Department:

    - Telecommunicator (2)
    - Transcriptionist/Data
    - Police Officer.

    The Chief explained the need to fill the positions.

    Motion to approve by Ald. Versey, Second by Ald. Dekker, the vacant position approval forms. Ayes 4: Nays: Sampson-1

7. Discussion and possible action on the re-organization of the Public Works Department.

    David Biebel explained the re-organization stating that this is the first step in moving forward. There are 20 retirees at the end of this year and would like to hire (from the outside) a Superintendent of Buildings/Grounds/Electrical & MVD

    Ald. Bohren stated that the Public Works Committee is in favor of this.

    Motion to approve by Ald. Dekker, Second by Ald. Kittelson, the re-organization and the vacant position approval form. Ayes: 5, Nays: 0.

8. Discussion and possible action on reducing the size of Common Council.

    Hand out by Ald. Roeseler "Proposal to Reduce the Size of the Sheboygan Common Council Down to Eight Alderpersons".

    Ald. Versey made a motion to send to Council with a positive recommendation from Salaries and Grievances.

    Discussion was held.

    Ald. Dekker stated that this is a big topic and should be discussed at the Committee of the Whole.

    A motion was made by Ald. Versey, second by Ald. Kittelson to send the document to Council and debate on the floor. Ayes: 4, Nays: Dekker-1. Motion passes

9. Discussion and possible action on the City of Sheboygan Health Reimbursement Arrangement with Diversified Benefit Services effective January 1, 2012.

   Motion to approve by Ald. Versey, Second by Ald. Roeseler, Ayes; 4. Abstention: Kittelson – 1. Motion passes

10. Discussion and possible action regarding extending the residency requirement for Scott Isaacs.

    Motion by Ald. Versey, Second by Ald. Kittelson to extend the residency requirement for Scott Isaacs for 6 months, Ayes; 5, Nays; 0.

MATTERS REFERRED

11. R.C. 262-11-12 — By Public Works With their recommendations.
    Council Doc. 17-35

    Discussion was held

    A motion was made by Ald. Kittelson, Second by Ald. Versey to amend the R. C. to state "...appointment of the Director of Public Works by the Common Council based on the recommendation of the Chief Administrative Officer and Mayor; at-will appointment; to be effective upon passage and publication. On and after July 1, 2012, any appointment by the Council based on the recommendation of the Chief Administrative Officer and Mayor from a list of qualified candidates provided by the Civil Service Commission. Ayes: 5, Nays; 0. Motion passes.

12. R.C. 52-11-12 — By Ordinance amending Section 29-75 of the 1975 Sheboygan
    Council Doc. 17-35 — Municipal Code so as to add a position to the Table of Organization in the Department of Public Works for the City of Sheboygan.

    Motion by Alderson by Kittelson, Second by Ald. Versey to amend the ordinance. Ayes: 5, Nays: 0. Motion passes.

13. G.O. 39-11-12 — An ordinance re-establishing the salary schedule for the office of
    Council Doc. 14-41 — the Mayor

14. G.O. 40-11-12 — An Ordinance re-establishing the salary schedule for the office
    Council Doc. 14-42 — of Mayor.

    Motion by Ald. Sampson, Second by Ald. Dekker to hold #13 and #14. Ayes: 5, Nays: 0.

15. Set date and time of next Committee meeting.

16. Adjourn.

Motion to adjourn by Ald. Versey, Second by Ald. Kittelson, Ayes: 5, Nays: 0.

Your Committee at the meeting of Monday, December 12, 2011, discussed Chairperson Roeseler's document entitled Proposal to Reduce the Size of the Sheboygan Common Council Down to Eight Alderpersons, a copy of which is attached hereto, recommends that the attached proposal to reduce the size of Common Council to Eight Alderpersons as set forth in the document be addressed by the full Common Council.

A motion by Alderperson Roeseler and second by Alderperson Kittelson was made to move forward and to draft the appropriate documents.

Before action was taken thereon, a motion by Alderperson Hammond and second by Alderperson Kittelson was made to refer to the Committee of the Whole. Motion was withdrawn.

A motion was made by Alderperson Hammond and second by Alderperson Dekker to call the question, passed all Alderpersons present voting "Aye".

A motion to move forward and draft a document lost on call of the roll:

Ayes: Hammen, Kittelson, Roeseler, Sampson, Versey – 5.

Nays: Boeldt, Bohren, Carlson, Dekker, Hammond, Heidemann, Kath, Matichek, Van Akkeren, VanderWeele – 10.

***R. C. No. 274 - 11 - 12. By PUBLIC WORKS. December 19, 2011.**

Your Committee to whom was referred the following:

1. R. O. No. 305-11-12 by the Purchasing Agent submitting bids for the purchase of industrial chemicals for the Wastewater Treatment Plant; and
2. Res. No. 116-11-12 by Alderperson Bohren authorizing entering into contract for the purchase of Wastewater Treatment Plant Chemicals Sodium Hypochlorite & Sodium Bi-Sulfite for calendar year 2012;

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

RESOLUTIONS ON SECOND READING

***Res. No. 114 - 11 - 12. By Alderperson Sampson. December 5, 2011.**

A RESOLUTION authorizing the appropriate City officials to execute the Reservation of Restrictions required by the DNR Stewardship Program upon the City-owned Gateway Neighborhood Park Parcel (NE corner of North 10th St. and Erie Ave.)

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Reservation of Restrictions, a copy of which is attached hereto and incorporated herein.

***Res. No. 115 - 11 - 12. By Alderpersons Hammond, Versey and Sampson. December 5, 2011.**

A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2012 and adopting the program for implementation.

WHEREAS, the Capital Improvements Commission is served with the responsibility of annually considering requests and establish priorities for municipal improvements, and

WHEREAS, the Commission considered many requests and proposals for the various departments in the City of Sheboygan.

RESOLVED: That the 2012 Capital Improvements Program for the City of Sheboygan is hereby approved and adopted for implementation.

***Res. No. 116 - 11 - 12. By Alderman Bohren. December 5, 2011.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Wastewater Treatment Plant Chemicals Sodium Hypochlorite & Sodium Bi-Sulfite for Calendar 2012.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with KA Steel Chemicals for the purchase of approximately 60,000 gallons of Sodium Hypochlorite in 2012, and with PVS Chemicals for the purchase of approximately 30,000 Gallons of Sodium Bi-sulfite in 2012 all in accordance with City of Sheboygan Bid No. 1687-11 A.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Wastewater System Fund Account
Number 60138300-530410 in payment of same.

ORDINANCES INTRODUCED

Gen. Ord. No. 54 – 11 – 12. By Alderpersons Roeseler, Versey, Kittelson, Dekker and Sampson. December 19, 2011.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to change the Job Descriptions for the positions of Fire Chief and Deputy Fire Chief in the Fire Department for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section C. 1. Fire Department as follows:

C. FIRE DEPARTMENT

1. Fire Department – Sworn Officers

	Job Code	Class Grade	NO. of Employees
DELETE:			
Fire Chief	A09000D	14D	1.0
Deputy Fire Chief	A09030D	12G	1.0
ADD:			
Fire Chief	A09000D	14D	1.0
Deputy Fire Chief	A09030D	12G	1.0

Section 2. The new job descriptions for the Fire Chief and Deputy Fire Chief in the Fire Department are attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Department and Human Resources Department.

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 and attached job descriptions shall be in effect from and after its passage and publication.

A motion by Alderperson Roeseler and second by Alderperson Versey to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Roeseler and second by Alderperson Versey, the foregoing Ordinance was passed on call of the roll:

Ayes: Boeldt, Carlson, Dekker, Hammen, Hammond, Heidemann, Kath, Kittelson, Matichek, Roeseler, Sampson, Van Akkeren, VanderWeele, Versey – 14.

Nays: Bohren – 1.

Gen. Ord. No. 55 – 11 – 12. By Alderpersons Roeseler, Kittelson, Versey, Dekker and Sampson. December 19, 2011.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete the current Streets & Sanitation Supervisor and create the Job Description of Streets & Sanitation Superintendent in the Public Works Department for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section B. 2. 3. 4. Department of Public Works as follows:

B. DEPARTMENT OF PUBLIC WORKS

	Job Code	Class Grade	NO. of Employees
DELETE:			
Manager – Buildings & Grounds	B08000D	09	1.0
Superintendent – Parks/Forestry/ Cemetery	C08000D	10	1.0
Streets & Sanitation Supervisor	I08000D	07	1.0
ADD:			
Buildings/Grounds & MVD Superintendent	B08000D	10	1.0
Superintendent – Parks & Forestry	C08000D	10	1.0
Streets & Sanitation Superintendent	I08000D	10	1.0

Section 2. The new job description for the Streets & Sanitation Superintendent in the Department of Public Works is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Department and Human Resources Department.

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 and attached job descriptions shall be in effect January 1, 2012.

A motion by Alderperson Roeseler and second by Alderperson Versey to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Roeseler and second by Alderperson Versey, the foregoing Ordinance was passed on call of the roll:

Ayes: Boeldt, Bohren, Carlson, Dekker, Hammen, Hammond, Heidemann, Kath, Kittelson, Matichek, Roeseler, Sampson, Van Akkeren, VanderWeele, Versey – 15.

Nays: None.

Gen. Ord. No. 56 – 11 - 12.By Alderpersons Roeseler, Dekker, Kittelson, Sampson and Versey. December 19, 2011.

II

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

Submitting a communication from Gabriel Gonzalez Ramirez requesting a waiver from the Sex Offender Residency Restrictions in order to live at 334A Huron Ave.

Susan Richards

City Clerk

MAR 31 '14 PM 3:46

Date 3/25/14

My name is Gabriel Gonzalez Ramirez.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 334A Huron Ave.

Sheboygan, WI 53083

Signature [signature]

Phone No (920) 946-5984 (or) (920) 207-7087

received 3/31/14

1st into Council April 14th

refer to PP+S of new Council.

[signature]

II

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

Submitting a communication from Scott L. Steinberg requesting a waiver from the Sex Offender Residency restrictions in order to live at 712 Broughton Dr., Apt. 18.

Susan Richards
City Clerk

APR 9'14 PM 4:59

Date 4-7-14

My name is Scott L Steinberg.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 712 Broughton Dr Apt. 1F.

Signature Scott Steinberg

Phone No 920-912-2072 Cell.

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. ____ - 13 - 14. By CITY CLERK. April 14, 2014.

Submitting a communication from Travis Mojeck requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP at 1123/1125 N. 14th St. or 930A Michigan Ave. depending on availability.

Susan Richards
City Clerk

TO: [redacted]

APR 9 '14 PM 5:08

Date 4/8/14

My name is Travis Mojeck.

I am requesting a waiver to the Sexual Residency Requirements so I may live at A TLP- 1123 N 14th St, 1125 N 14th St, 930-A Michigan Ave.

Signature [signature]

Phone No 920-459-3483

* Probation and Parole Agent, Doug Sundsmo, submitting on behalf of Travis Mojeck.

II

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

Submitting a communication from the Sheboygan County Chamber of Commerce making various requests for the Twilight Concerts and 4th of July Events.

Susan Richards

City Clerk

Sheboygan County Chamber Tourism
621 S. 8th Street, Sheboygan WI 53081 • (920) 457-9491 • www.visitsheboygan.com

Date: April 9, 2014

To: Sue Richards, City Clerk
City of Sheboygan

Fr: Amy Wilson, Planning and Tourism Director
Sheboygan County Chamber

Re: Request to Common Council for Twilight Concerts and 4th of July Events

Twilight Concert Series

Tourism requests use of the Band Shell at Fountain Park and DPW services to setup chairs and dance floor as needed to fulfill its obligation with the City in organizing and implementing the Twilight Concert Series.

4th of July

As the coordinator of Sheboygan's 4th of July festivities, including the parade, events at Deland Park, fireworks and logistics coordination for South Pier, Sheboygan Tourism is requesting use of services and equipment from the Department of Public Works and Police and Safety. Anticipated resources for the events will be very similar to those utilized in the past, following the schedule below:

Prior to Friday, July 4, assistance from DPW is requested to set up picnic tables and benches and staging at Deland Park and South Pier. Following events on Friday, July 4, assistance is requested for pick-up of same.

Thursday, July 3, the fireworks company will be pre-staging fireworks near South Pier. Tourism will coordinate location and security of items with the fireworks company, DPW and the Sheboygan Police Department.

Prior to Parade Commencement on Friday, July 4, it is requested that DPW block all parking in the circle at the end of South Pier as early as possible. Specific spaces will be decided during conversation with DPW, Sheboygan Police Department and Sheboygan Fire Department. However, the circle will be open for traffic to drive through as a turnaround to alleviate traffic jams on South Pier.

Prior to Friday, July 4, assistance is requested from the Sheboygan Police Department, blocking off parked traffic for the parade route, as well as assistance routing traffic from the parade on July 4, with assistance controlling traffic throughout the day's festivities. Below is the current schedule of events:

7:00 a.m. Parade Line-up (Route: 7th St., North to Michigan Ave., East to Broughton Dr.) Note: Parade Permit will be requested as soon as insurance certificate is received by the Chamber.

9:00 a.m. Parade Commences (Note: DPW is requested to set up risers with tables and chairs for six judges on N. 7th St. at the corner of the JMKAC.)

11:00 a.m.	Deland Park Festivities begin. (Entertainment tent with food and beverage sales. Vendor village with food and beverage, arts and crafts vendors, kids' area with inflatable amusements.) Vendor Village ends at 7 p.m. Entertainment breaks for fireworks and ends at 11:00 p.m.
12:00 p.m.	South Pier Festivities begin. (Entertainment tent with food and beverage sales.) The Harbor Centre BID and Blue Harbor Resort will be managing and coordinating these events with Tourism's assistance. They will be responsible for securing their own permits/licenses as necessary for any South Pier 4th of July activities. Tourism will add the South Pier activities to the 4th of July roster for promotional purposes as part of the citywide celebration schedule.
4:00 p.m.	Sheboygan Theatre Company performance "A Musical Review," coordinated by the Sheboygan Theatre Company.
9:30 p.m.	Fireworks display from South Pier.

C: Dave Hoffman, Harbor Centre Business Improvement District Manager
David Sanderson, Blue Harbor Resort General Manager
Chief Domagalski, Sheboygan Police Department
Chief Romas, Sheboygan Fire Department
Dave Biebel, Department of Public Works Director
Chad Pelishek, Planning and Development Director

II

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

Submitting a communication from Alderperson Lewandoske on behalf of Dan Senglaub of Filibuster Pub requesting angle parking on his side of the street in front of his business at 434 Pennsylvania Ave.

Susan Richards
City Clerk

Richards, Susan

From: Scott Lewandoske <sheboyganhistory@bytehead.com>
Sent: Friday, April 11, 2014 12:24 AM
To: Richards, Susan
Subject: To be referred

Sue,

Since I am still an alderman for a couple more days, could you send the following communication I received to the Public Works Committee of the new common council?

Hey Scott,

I know I'm not in your area but I would really like the city to put in angle parking on my side of the street. Penn Ave is wide enough for it.
Angle parking would greatly help my business and make more parking available for the river walk.

Thanks,
Dan Senglaub-Filibuster

Dan is requesting this for his business at 434 Pennsylvania Avenue.

Scott Lewandoske
5th District Alderman

III

Res. No. ____ - 13 - 14. By Alderpersons Hammond, Carlson, Belanger, and Heidemann. April 14, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase and demolition of 1022 Erie Ave.:

FROM	TO	AMOUNT
Home Rehab Grant Fund Unreserved Fund Balance 239-253000	Home Rehab Grant Fund Land acquisition 23961100-611100	$55,000
General Fund Unreserved Fund Balance 101-253000	General Fund Land acquisition 10161100-611100	$25,000

Establishing appropriation for Mead Public Library projects funded by the Foundation:

FROM	TO	AMOUNT
Mead Library Fund Contribution 25551100-467101	Mead Library Fund Program Services 25551100-521800-10094	$11,000
	Office Equipment 25551100-642100-10094	$7,000
	IT Equipment 25551100-642200-10094	$16,000
	Audio Visual Equipment 25551100-642400-10094	$9,450

Office Furniture/Furnishings
25551100-642500-10094 $18,800

Other Equipment
25551100-649100-10094 $15,000

_____

_____

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 13 - 14. By Alderperson Hammond. April 14, 2014.

A RESOLUTION approving the terms and conditions of the Contract for Lease of Land, and accompanying Ground Lease, between the Redevelopment Authority and Dan Welsch d/b/a Dumper Dan's Charters.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Contract for Lease of Land for Private Redevelopment, and accompanying Ground Lease, for a one-story building on South Pier, by and between the Redevelopment Authority and Dan Welsch d/b/a Dumper Dan's Charters, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

_____

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

CONTRACT FOR
LEASE OF LAND FOR PRIVATE REDEVELOPMENT
BY AND BETWEEN
REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN
AND
DAN WELSCH, D/B/A DUMPER DAN'S CHARTERS

AGREEMENT, made this _____ day of _____, 2014, by and between the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Agency"), established pursuant to the Blight Elimination and Slum Clearance Act of the State of Wisconsin, Section 66.1333, Wis. Stats. (hereinafter called "the Act"), and having its office at 828 Center Avenue, Suite 104, in the City of Sheboygan, Wisconsin (hereinafter called "City"), and Dan Welsch d/b/a Dumper Dan's Charters (hereinafter called "Redeveloper"), having an office for the transaction of business at 4022 North 51st Street, Sheboygan, WI 53083.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out the redevelopment of the former C. Reiss Coal Company property now referred to as the "South Pier District."

WHEREAS, the Redeveloper has proposed and the Agency has offered to lease a portion of the real property located in the South Pier District and more particularly described in Ex. "A" annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to redevelop the Property subject to various contingencies by constructing a one-story building containing approximately 2080 square feet at an estimated project cost, including construction, furniture, fixtures and equipment, of $200,000 (hereinafter "the Project") in accordance with this Agreement.

WHEREAS, the Agency believes that the redevelopment of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable federal, state and local laws and requirements under which the Project has been undertaken:

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. GROUND LEASE OF THE PROPERTY

SEC. 101. Ground Lease of the Property.

Subject to all the terms, covenants and conditions of this Agreement, the Agency will lease the Property to the Redeveloper, and the Redeveloper will lease the Property from the Agency according to the terms of the long-term Ground Lease attached hereto as Ex. "B."

ARTICLE II. CONVEYANCE OF PROPERTY

SEC. 201. Execution and Delivery of Ground Lease.

(a) **Time and Place for Delivery of Ground Lease.** Within fourteen (14) days after the satisfaction or waiver of the contingencies set forth in Section 201(c) hereof, or on such earlier date as the parties hereto may mutually agree in writing, the parties shall execute and deliver the Ground Lease in the form attached hereto. Execution and delivery shall be made at the principal office of the Agency.

(b) **Memorandum of Lease.** Following its execution and delivery, the Redeveloper may record the Ground Lease or a Memorandum of Lease in the office of the Register of Deeds for Sheboygan County, Wisconsin. The Redeveloper shall pay all costs of said recording.

(c) **Contingencies.** The execution and delivery of the Ground Lease by the parties shall be conditioned upon the satisfaction or waiver of the following conditions:

(i) the Redeveloper's submission and the Agency's approval of Construction Plans for the Property pursuant to Section 701 of this Agreement;

(ii) the Redeveloper's submission and the Agency's approval of evidence of the Redeveloper's financing pursuant to Section 703 of this Agreement; and

(iii) the Redeveloper's acceptance of the conditions investigated in Section 502(c).

SEC. 202. Delivery of Property. Upon execution and delivery of the ground lease, physical possession of the Property shall be delivered to the Redeveloper.

SEC. 402. Description of the Project. The Project shall consist of construction of a one-story building totaling approximately 2080 square feet for convenience shop use for charter fishing customers, together with two transient lodging units designed for the fishing groups who typically book Dumper Dan's Sportfishing charter boats, as more particularly described in Redeveloper's Application for Conditional Use Permit dated March 11, 2014, a copy of which is on file with the City Planning Department.

SEC. 403. Minimum Building Area.

(a) The Redeveloper shall construct a one-story building consisting of a minimum total of 2080 square feet of Gross Floor Area upon the Property.

(b) Gross Floor Area shall include all floor area within the building, including mezzanines and balconies. No deduction shall be made for columns, corridors, lobbies, stairs, or any interior construction or equipment.

SEC. 404. Architectural Guidelines. The Redeveloper shall follow the architectural design guidelines for the "Riverfront Zone-Shanty" as set forth in the South Pier Design Guidelines approved by the Agency, a copy of which is on file with the Agency, except as modified with the consent of the Agency.

SEC. 405. No Warranties. Subject to the environmental indemnifications set forth in Section 7.06 of the Ground Lease, the Property is leased "as is/where is," and no warranties of fitness for purpose are made, except that Agency and City represent that to their best knowledge no sewage, water or utility lines run under the Property or soil conditions exist such that they would be impacted by construction or make it expensive to access such utilities.

SEC. 406. Construction. All land disturbing construction activities and excavations on the Property or any part thereof shall be conducted in accordance with the Wisconsin DNR approved "Material Handling & Engineered Barrier Plan for the former C. Reiss Coal Company Property Harbor Centre South Pier Remediation & Redevelopment Project," dated May 19, 2003, a copy of which is attached to the Ground Lease as Ex. "C." When a building or buildings are constructed, soil generated during excavation work that cannot be reused on-site in the backfill process shall be disposed off-site at a licensed landfill facility.

ARTICLE V. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SEC. 501. The Agency shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of the Property between the

Improvements to be constructed on the Property by the Redeveloper and the water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and the Redeveloper shall secure any permits required for any such installation without cost or expense to the Agency.

SEC. 502. Redeveloper's Responsibilities. The Redeveloper shall, without expense to the Agency:

(a) **Evidence of Financial Capability.** Prior to the execution of this Agreement by the Agency, the Redeveloper shall submit to the Agency evidence satisfactory to the Agency that the Redeveloper has the financial capability to construct the Project in the manner and by the times set forth in this Agreement.

(b) **Assist Agency.** Cooperate with the Agency, other authorities, other agencies, and with the City of Sheboygan, its departments, officers and employees, and provide such assistance as may be reasonably requested by the Agency in connection with the fulfillment of the Agency's obligations under this Agreement.

(c) **Inspections Prior to Closing Ground Lease.** Redeveloper hereby acknowledges and agrees that it may have reasonable and unobstructed access to the Property at all reasonable times for the purpose of making such inspections and investigations which Redeveloper deems necessary or desirable for its intended use and development of the Property, that it has or will have conducted such inspections and investigations (including environmental and soil compaction inspections and investigations) as are reasonable for such intended use and purpose, and that it has or will have satisfied itself that it is fully informed and knowledgeable concerning the physical and environmental condition of the Property prior to execution of the Ground Lease.

(d) **No Reliance on the Agency.** Except to the extent expressly provided for in this Agreement, Redeveloper hereby acknowledges that it is relying solely on its own experience, skill and judgment, including the experience, skill, judgment and advice of its consultants and advisors; and that it has not relied upon any statement or representation made by the Agency or any of its representatives in connection with any inspection, investigation, evaluation, analysis, planning or remediation affecting the Property or any part thereof.

ARTICLE VI. RIGHTS OF ACCESS TO PROPERTY

SEC. 601. Right of Entry for Utility Service. The Agency reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing any public utilities located within the Property boundary lines.

SEC. 602. Redeveloper Not to Construct Over Utility Easements. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities, unless such construction is provided for in such easement or has been approved by the City, and unless Redeveloper indemnifies and agrees to hold harmless the Agency, the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

SEC. 603. Access to Property. Prior to the execution of the Ground Lease for the Property, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out this Agreement. After the execution of the Ground Lease for the Property, the Redeveloper shall permit the representatives of the Agency and the City access to the Property at all reasonable times which either of them deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

ARTICLE VII. CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 701. Plans for Construction of Improvements. Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of this Agreement and, in any event, no later than sixty (60) days after execution of this Agreement, the Redeveloper shall submit to the Agency, for approval by the Agency, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the Agency as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the improvements to be

constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of this Agreement. The Agency shall, if the Construction Plans originally submitted conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Redeveloper or approval by the Agency thereof shall be required except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the Agency, in whole or in part, setting forth in detail the reasons therefor, shall be made within sixty (60) days after the date of their receipt by the Agency. If the Agency so rejects the Construction Plans in whole or in part as not being in conformity with this Agreement, the Redeveloper shall submit new or corrected Construction Plans which are in conformity with this Agreement within thirty (30) days after written notification to the Redeveloper of the rejection. The provisions of this section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the Agency: Provided, that in any event the Redeveloper shall submit Constructions Plans which are in conformity with the requirements of this Agreement, as determined by the Agency, no later than one hundred twenty (120) days after the date the Redeveloper receives written notice from the Agency of the Agency's first rejection of the original Constructions Plans submitted to it by the Redeveloper. All work with respect to the improvements to be constructed or provided by the Redeveloper on the Property shall be in conformity with the Construction Plans as approved by the Agency.

Notwithstanding review and approval by the Agency as provided herein and in Section 102, Redeveloper shall comply with City ordinances requiring approval by the City's Architectural Review Board of the exterior architectural features and design of the building and structures prior to issuance of building permits.

SEC. 702. Changes in Construction Plans. If the Redeveloper desires to make any material change in the Construction Plans after their approval by the Agency, the Redeveloper shall submit the proposed change to the Agency for its approval. "Material" shall mean any change or changes in the exterior of the building or any other change or changes which in the aggregate would reduce the investment in the Property by more than $15,000.00. If the Construction Plans, as modified by the proposed change, conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the Agency shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Agency unless rejection thereof, in whole or in part, by written notice thereof by the Agency to the Redeveloper, setting forth in detail the reasons therefor,

shall be made within thirty (30) days after the date of the Agency's receipt of notice of such change.

SEC. 703. Evidence of Equity Capital and Mortgage Financing. As promptly as possible, but not later than sixty (60) days after approval by the Agency of the Construction Plans, the Redeveloper shall submit to the Agency evidence satisfactory to the Agency that the Redeveloper has the equity capital and/or commitments for mortgage financing necessary for the timely completion of construction of the Improvements on the Property.

SEC. 704. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the Agency as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 703 hereof, are conditions precedent to the obligation of the Agency to execute and deliver the Ground Lease for the Property, the obligation of the Agency to deliver the Property, and the obligation of the Redeveloper to proceed with the execution and delivery of the Ground Lease and the construction of Improvements hereunder with respect to the Property.

SEC. 705. Commencement and Completion of Construction of Improvements. The Redeveloper agrees for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, and the Ground Lease shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun as specified above, and be completed within the Required Completion Date. It is intended and agreed, and the Ground Lease shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 706. Progress Reports. Subsequent to delivery of the Property, or any part thereof, to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction.

SEC. 707. Certificate of Completion.

(a) Promptly after completion of the Improvements on the Property in accordance with those provisions of this Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), Minimum Investment or reasonable deviation therefrom, minimum building area and Architectural Guidelines which meet local building codes, the Agency will furnish the Redeveloper with an appropriate instrument so certifying (hereinafter called "Certificate of Completion"). Such Certificate of Completion by the Agency (and it shall be so provided in the Ground Lease and in the Certificate of Completion itself), shall serve as a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Ground Lease with respect to the obligations of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof with respect to the Property. Such Certificate of Completion and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

(b) The Certificate of Completion provided for in this Section 707 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Ground Lease. If the Agency shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section (and it shall act in the utmost good faith in so deciding), the Agency shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain such Certificate of Completion.

ARTICLE VIII. RESTRICTIONS UPON USE OF PROPERTY

SEC. 801. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Ground Lease shall contain covenants on the part of the Redeveloper for

itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

(a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement; and

(b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 802. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Ground Lease shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the South Pier Subdivision which is subject to the land use requirements and restrictions of the South Pier District, against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (a) of Section 801 hereof shall remain in effect for the term of the Ground Lease (at which time such agreement and covenant shall terminate), and that the agreements and covenants provided in subdivision (b) of Section 801 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding upon the Redeveloper itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof.

SEC. 803. Agency Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Ground

Lease shall so state) run in favor of the Agency for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE IX. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 901. Representations as to Redevelopment. The Redeveloper represents and agrees that its Ground Lease of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of:

(a) the importance of the redevelopment of the Property to the general welfare of the community;

(b) the public aids that have been made available by law and by the City for the purpose of making such redevelopment possible; and

(c) the fact that a transfer of the ownership in the Redeveloper or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such ownership is for practical purposes a transfer or disposition of the Property then leased by the Redeveloper;

the qualifications and identity of the Redeveloper are of particular concern to the community and the Agency. The Redeveloper further recognizes that it is because of such qualifications and identity that the Agency is entering into this Agreement with the Redeveloper and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

SEC. 902. Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, the Redeveloper represents and agrees for himself and any successor in interest that: Prior to completion of the Improvements as certified by the Agency, and without the prior written approval of the Agency, (a) there shall be no assignment or transfer of his ownership of the Redeveloper (which term shall be deemed for the purposes of this and related

provisions to include successors in interest), (b) nor shall there be or be suffered to be by the Redeveloper any other similarly significant change in the ownership of such business by any other method or means.

SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement. Also, for the foregoing reasons the Redeveloper represents and agrees for itself, and its successors and assigns, that:

(a) Except only

(1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under this Agreement, and (ii) any other purpose authorized by this Agreement; and

(2) as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or sublease as such Improvements are completed; and

(3) as to any assignment of Redeveloper's interest in this Agreement by the Redeveloper to any entity in which the Redeveloper has not less than fifty-one percent (51%) ownership interest,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or sublease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Redeveloper's leasehold interest in the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency: Provided, that prior to the issuance by the Agency of the Certificate of Completion provided for in Section 707 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, sublease or otherwise transfer, after the issuance of such Certificate, its leasehold interest in the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof, or the interest therein to be so transferred, prior to the issuance of such Certificate of Completion.

(b) The Agency shall be entitled to require, except as otherwise provided in this Agreement as condition to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper under this Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Agency) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the Agency of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, the leasehold interest in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Agency of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the Agency would have had, had there been no such transfer or change.

(3) There shall be submitted to the Agency for review all instruments and other legal documents involved in effecting transfer; and if approved by the Agency, its approval shall be indicated to the Redeveloper in writing.

(4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of this Agreement or transfer of the Redeveloper's leasehold interest in the Property for profit prior to the completion of the Improvements on and to provide that in the event any such assignment or transfer is made (and is not canceled), the excess of the amount of consideration payable for the assignment and transfer over the Minimum Investment in such interest assigned or transferred shall belong to and forthwith be paid to the Agency.

(5) The Redeveloper and its transferee shall comply with such other conditions as the Agency may find desirable in order to achieve and safeguard the purposes of the Blight Elimination and Slum Clearance Act, Section 66.1333, Wis. Stats.

Provided, that in the absence of specific written agreement by the Agency to the contrary, no such transfer or approval by the Agency thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

ARTICLE X. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 1001. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the Agency, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purpose of obtaining funds only to the extent necessary for making the Improvements. The Redeveloper (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly

notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the Agency, is not inconsistent with the purposes of the Urban Renewal Plan and the Agreement and is approved in writing by the Agency.

SEC. 1002. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Redeveloper's leasehold interest in the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Redeveloper's leasehold interest in the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Ground Lease be construed to so obligate such holder: Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

SEC. 1003. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the Agency.

SEC. 1004. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 1003 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, That if the breach or default is with respect to construction of the Improvements, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly

assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property shall be entitled, upon written request made to the Agency, to a Certificate of Completion by the Agency to such effect in the manner provided in Section 707 of this Agreement.

SEC. 1005. Agency's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under this Agreement, and the failure to cure, the holder of any mortgage on the Redeveloper's leasehold interest in the Property or part thereof:

(a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property, or part thereof covered by its mortgage, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or

(b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Agency so to do,

the Agency shall (and every mortgage instrument made prior to completion of the Improvements by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Redeveloper's leasehold interest in the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Redeveloper's leasehold interest in the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 1006. Agency's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement: Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

SEC. 1007. Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Redeveloper's leasehold interest in the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust.

ARTICLE XI. REMEDIES

SEC. 1101. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 1102. Termination by Redeveloper Prior to Conveyance. In the event that:

(a) the Agency does not tender the leasehold interest in the Property, or possession thereof, in the manner and condition provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or

(b) the Redeveloper shall, after preparation of Construction Plans satisfactory to the Agency, furnish evidence satisfactory to the Agency that he has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the Agency of the Construction Plans, to obtain mortgage financing for the construction of the Improvement on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Redeveloper shall, after having submitted such evidence, and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success,

then this Agreement shall, at the option of the Redeveloper, be terminated by written notice thereof to the Agency and, neither the Agency nor the Redeveloper shall have any further rights against or liability to the other under this Agreement.

SEC. 1103. Termination by Agency Prior to Conveyance. In the event that:

(a) prior to conveyance of the leasehold interest in the Property to the Redeveloper and in violation of this Agreement,

(i) the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or

(ii) there is any change in the ownership or distribution of the stock of the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or the degree thereof; or

(b) the Redeveloper does not submit Construction Plans, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the necessary equity capital and mortgage financing, in satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or

(c) the Redeveloper does not take the leasehold interest in the Property upon tender of conveyance by the Agency pursuant to this Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the Agency;

then this Agreement, and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the Agency or the Property shall, at the option of the Agency, be terminated by the Agency, and neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under this Agreement with respect to the Property.

SEC. 1104. Revesting Leasehold Interest in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the leasehold interest in the Property or any part thereof to the Redeveloper and prior to completion of the Improvements as certified by the Agency:

(a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Improvements) after written demand by the Agency so to do; or

(b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal or discharge, within ninety (90) days after written demand by the Agency so to do; or

(c) there is, in violation of this Agreement, any transfer of the Redeveloper's leasehold interest in the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper;

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Agency) the estate conveyed by the Ground Lease to the Redeveloper, it being the intent of this provision, together with

other provisions of this Agreement, that the leasehold conveyance of the Property to the Redeveloper shall be made upon, and that the Ground Lease shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Redeveloper specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Redeveloper to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Ground Lease to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Agency: Provided, that such condition subsequent and any revesting of title as a result thereof in the Agency

(1) shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, (i) the lien of any mortgage authorized by this Agreement, (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or in the case of parts or parcels leased, the leasehold interest), on which the Improvements to be constructed thereon have been completed in accordance with this Agreement and for which a Certificate of Completion is issued therefor as provided in Section 707 hereof.

SEC. 1105. Re-lease of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Agency of the Redeveloper's leasehold interest in the Property or any part thereof as provided in Section 1104, the Agency shall, pursuant to its responsibilities under State law, use its best efforts to re-lease the Redeveloper's leasehold interest in the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 1104 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Agency. Upon such re-lease, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management and re-lease of the Redeveloper's leasehold interest in

the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is/are exempt from taxation or assessment or such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Agency by the Redeveloper and its successor or transferee; and

(b) Second, to reimburse the Redeveloper, its successor or transferee, up to the amount equal to (1) the cash actually invested by it in making any of the Improvements on the Property, or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property. The Redeveloper shall not be liable in any event for any deficiency which may result from such re-lease.

SEC. 1106. Other Rights and Remedies of Agency; No Waiver by Delay. The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Ground Lease or Memorandum of Lease is recorded a written declaration of the termination of all the right, title and interest of the Redeveloper and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with this Agreement, and for which a Certificate of Completion as provided in Section 707 is to be delivered, and subject to such mortgage liens and leasehold interest as provided in Section 1001 hereof), its successors in interest and assigns in the Property, and the revesting of title thereto in the Agency: Provided, that any delay by the Agency in instituting or prosecuting any such actions or proceedings or

otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the Agency with respect to any specific default by the Redeveloper under this section be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by the Redeveloper under this section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the Agency: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 1108. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party

making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 1109. Party in Position of Surety With Respect to Obligations. The Redeveloper, for itself and, prior to completion of the Improvements, its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence or modification of terms of contract.

ARTICLE XII. MISCELLANEOUS

SEC. 1201. Conflict of Interests; Agency Representatives Not Individually Liable. No member, official or employee of the Agency shall in the member, officer or employee's private capacity, negotiate or bid for or enter into this Agreement if the officer or employee has a private pecuniary interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

SEC. 1202. Provisions Not Merged With Ground Lease. None of the provisions of this Agreement are intended to or shall be merged by reason of any Ground Lease from the Agency to the Redeveloper or any successor in interest, and any such Ground Lease shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 1203. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 1204. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by

registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at 4022 North 51st Street, Sheboygan, WI 53083; and

(ii) in the case of the Agency, is addressed to or delivered personally to the Agency at 828 Center Avenue, Suite 104;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

SEC. 1205. Consent Not To Be Unreasonably Withheld. Where any provision of this Agreement requires prior written consent by either party, such consent shall not be unreasonably withheld nor unduly delayed.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its name and behalf by its Chairman and its seal to be hereunto duly affixed and attested by its Executive Director, and the Redeveloper has caused this Agreement to be duly executed in his name on or as of the day first above written.

This document consists of twenty-five (25) typewritten pages, including the following attestation pages.

AGENCY:
REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Roberta Filicky-Peneski
Chairperson

ATTEST:

_____
Chad D. Pelishek
Executive Director

REDEVELOPER:
DAN WELSCH D/B/A DUMPER DAN'S CHARTERS

BY: _____
Dan Welsch

ACKNOWLEDGEMENT OF AGENCY

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this _____ day of _____, 2014, before me personally appeared Roberta Filicky-Peneski and Chad D. Pelishek, to me personally known, who being by me duly sworn, did each for himself say that they are, respectively, the Chairperson and Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, the public body corporate named in and which executed the foregoing Agreement and that the seal affixed to the Agreement is the corporate seal of said corporation, and that the Agreement was signed and sealed on behalf of said corporation by authority of its board of directors; and said Roberta Filicky-Peneski and Chad D. Pelishek acknowledged before me the Agreement to be the free act and deed of said corporation.

_____
Notary Public, Sheboygan County, WI
My Commission expires:_____

ACKNOWLEDGEMENT OF REDEVELOPER

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me, this _____ day of _____, 2014, Dan Welsch d/b/a Dumper Dan's Charters, and acknowledged that he executed the foregoing instrument.

_____
Notary Public, Sheboygan County, WI
My Commission is permanent

redauth/contractleasewelsch-033114

EXHIBIT "A"

Description of Property

THAT PART OF LOT 2 SOUTH PIER PLAT, LOCATED IN SECTION 26, TOWN 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF SAID SOUTH PIER PLAT, THENCE S. 22°48'04" W. ALONG THE WEST LINE OF SAID LOT 2 59.90 FEET TO THE POINT OF BEGINNING, THENCE S. 69°23'27" E. 99.05 FEET TO THE WEST RIGHT OF WAY LINE FOR SOUTH PIER DRIVE, THENCE SOUTHWESTERLY 56.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT FOR SAID WEST RIGHT OF WAY LINE HAVING A RADIUS OF 439.00 FEET AND A CHORD BEARING S. 22°51'19" W. 56.07 FEET, THENCE N. 60°41'43" W. 99.57 FEET TO THE WEST LINE OF SAID LOT 2, THENCE N. 22°48'04" E. ALONG THE WEST LINE OF SAID LOT 2 41.00 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED PARCEL CONTAINS 4,836 SQUARE FEET OR 0.111 ACRES.

EXHIBIT "B"

[COPY OF GROUND LEASE]

ARTICLE III. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

Construction of the building shall be commenced on or before 3 months after the date of execution of the ground lease and, except as otherwise provided in this Agreement, shall be completed within twelve (12) months after commencement of construction.

ARTICLE IV. SPECIAL PROVISIONS

SEC. 401. Minimum Investment. The Redeveloper shall construct or provide for private construction of improvements on the Property with a Minimum Investment of two hundred thousand and 00/100 ($200,000.00) dollars ("Minimum Investment").

Minimum Investment includes investment in the building, landscaping, utility, and other improvements on the Property and leasehold improvements unless excluded herein. Expenditures qualifying as Minimum Investment shall be considered investment in improvements ("Improvements"). Minimum Investment shall not include inventory, moveable equipment, personal property items, or any project-related soft costs which are temporal in nature, such as architectural costs and engineering fees, for example.

Minimum Investment includes all hard costs and expenditures made or incurred in connection with the Project, made or incurred within three (3) months after the Required Completion Date, or such later date as the parties may hereafter agree.

If the fair market value of the building and other Improvements on the Property, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than the Minimum Investment amount on the January 1 of the year following completion of the Improvements on the Property, or such later date as the parties may hereafter agree, then the Redeveloper shall be deemed to have satisfied its obligation with respect to the Minimum Investment.

In the event that the fair market value of the building and other Improvements, as determined by the City Assessor's office for real estate purposes, is less than the Minimum Investment amount as set forth above, on the January 1 of the year following completion of the Improvements, then Redeveloper shall provide the Agency a statement of its investment, computed in accordance with this section, no later than three (3) months after the completion of the Improvements. Such statement shall be certified by Redeveloper and supported with such evidence of expenditure as is acceptable to Agency, showing compliance with the Minimum Investment amount.

GROUND LEASE

This Lease is made, executed and delivered as of the ____ day of _____, 2014, by and between the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, with its principal place of business located at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081 ("Landlord"), and Dan Welsch d/b/a Dumper Dan's Charters, 4022 North 51st Street, Sheboygan, WI 53083 ("Tenant").

ARTICLE I
GRANT AND TERM

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

Section 1.02. Term. The term of this Lease shall be for eighty-five (85) years. The term shall commence on the date hereof ("Commencement Date") and shall expire at 12:00 midnight on the date which is eighty-five (85) lease years thereafter ("Expiration Date") unless otherwise terminated earlier hereunder.

Section 1.03. Lease Year. The lease year shall be from January 1 to December 31. However, the first lease year shall commence on the commencement date and end December 31 of that year. The last lease year shall begin January 1 and end the day preceding the 85th anniversary of the commencement date.

Section 1.04. Surrender of Premises. At the expiration or any termination of this Lease, Tenant shall surrender the Premises and all improvements located thereon to Landlord in a well maintained, decent, safe and sanitary condition, or in the alternative, at Landlord's election, surrender the Premises with all Tenant's improvements removed or demolished and cleared, including all rubble and property filled to facilitate redevelopment by Landlord, provided that, if Tenant has given Landlord prior written notice of the name and address of Tenant's mortgagee, Landlord shall have provided written notice of such election to the Tenant's mortgagee, and provided that Tenant's mortgagee or its successors and assigns shall have consented to such election by Landlord or its affiliates to have all Tenant's improvements removed or demolished and cleared. Such prior consent of Tenant's mortgagee shall not be unreasonably withheld.

The costs of demolition and removal shall be paid by Tenant. If it appears to the Landlord at any time that such provision is not adequately secured, Landlord may require Tenant to post

reasonable security to ensure performance of this provision. Failure to post such security shall be a default under the Lease.

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

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

ARTICLE II
RENT

Section 2.01. Rent. During the initial five-year period of this Lease, the rental for the land area shall be the sum of two thousand four hundred eighteen and 00/100 ($2,418.00) dollars per year payable in advance one-half (1/2) on January 31 and one-half (1/2) on June 30, with the first installment prorated from the commencement date, due upon execution of the Lease. On the anniversary date of each five-year period (i.e., first day of each five-year period), the Landlord may adjust this yearly rental to an amount which is equivalent to 1/20th of the then market value of said land area. (It is estimated that said land at the signing of this Lease has a market value of forty-eight thousand three hundred sixty and 00/100 ($48,360.00) dollars.) Tenant shall have the right to appeal the "market value" determination as though such appeal were an appeal as to the assessment of such property, which appeal shall be to the Board of Review of the City of Sheboygan, following their normal appeals procedure. In the event the Board of Review declines jurisdiction, Wisconsin Arbitration Law shall be utilized, or such other arbitration as may be agreeable to the parties.

Section 2.02. Past Due Rent. If Tenant fails to pay rent or any other charge due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at a rate of twelve percent (12%) per annum.

Section 2.03. Lien Rights. All rent due and to become due and all other obligations of Tenant to Landlord shall be a first lien on the Premises, and all those holding under Tenant shall be subordinate to Landlord's lien except as hereinafter stated. Landlord shall subordinate its first lien rights of the rent payment to the lien of a first mortgage of Tenant's interest executed for construction of improvements on the premises, provided that the mortgage shall be satisfied in full prior to expiration of the Lease and the mortgage does not otherwise unreasonably jeopardize Landlord's rights hereunder under Section

1.04, and that in the case of a construction mortgage, Tenant provides adequate proof that the proceeds will in fact be utilized for payment of construction expenses. The mortgage in final form shall be submitted for approval of Landlord before it shall become effective.

ARTICLE III
CONSTRUCTION, ALTERATIONS, FIXTURES, EQUIPMENT

Section 3.01. Plans and Specifications. Tenant shall, at its own expense, prepare plans and specifications for a new building and improvements to be constructed on the Premises, which shall provide for a one-story, shanty-type structure of approximately 2080 square feet, at a Minimum Investment of $200,000.00. Minimum Investment includes all buildings and other improvements on the Premises, but shall not include inventory, moveable equipment, personal property items or soft costs. The plans and specifications shall comply with the architectural design guidelines for the "Riverfront Zone-Shanty" as set forth in the South Pier Design Guidelines approved by the Landlord, a copy of which is on file with the Redevelopment Authority of the City of Sheboygan, except as modified with the consent of the Landlord, attached hereto as Exhibit "B." Within ninety (90) days of the date of this Lease, Tenant shall submit the plans and specifications to Landlord and to the City of Sheboygan Architectural Review Board for written approval or disapproval. Landlord shall in writing approve or disapprove the plans and specifications within sixty (60) days of receipt thereof. If Landlord disapproves of the plans and specifications, Landlord shall give Tenant an itemized statement of the reason therefor, and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Either party shall have the option to terminate this Lease if resubmitted plans and specifications for the new building and improvements to be constructed on the Premises are disapproved. Final approved Construction Plans for the improvements shall be attached to this Lease as Exhibit "D" at the time of approval.

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

Section 3.02. Construction, Alterations, Improvements and Changes. Tenant, at its own expense, shall construct or provide for private construction of a building and/or other improvements on the Premises for the use set forth in Section 6.01 hereof. After the completion of such initial construction, in compliance with Section 3.01 hereof, Tenant shall have the right, without Landlord's prior approval, to make minor alterations and changes to such building and/or other improvements as Tenant may deem necessary, provided that Tenant shall not remove or demolish such building or other improvements without Landlord's prior consent.

Prior to undertaking any subsequent structural alterations, improvements or changes after the initial construction, Tenant shall obtain Landlord's prior approval of plans and specifications. Any building and/or other improvements (including initial construction) shall be constructed in full compliance with any and all laws, ordinances, rules and regulations which may govern the same and shall be constructed in accordance with plans and specifications approved by Landlord. Tenant shall be solely liable for obtaining and paying the costs of all governmental permits, licenses and/or approvals necessary to construct the improvements and/or to operate Tenant's business therein. Tenant shall promptly pay all contractors and materialmen for work and supplies and shall not permit any lien to be attached to the Premises. Should any lien be made, Tenant shall bond against or discharge the same within thirty (30) days and hold Landlord harmless against the lien. Tenant shall additionally hold Landlord harmless against any loss or damage by reason of Tenant's construction of any building or improvements on the Premises. Tenant shall not suffer any unauthorized encumbrance to be placed upon the Premises. At Landlord's request, Tenant shall provide Landlord with satisfactory payment and/or performance bonds with regard to any construction hereunder.

All land disturbing construction activities and excavations on the Premises shall be conducted in accordance with the Wisconsin DNR Approved Material Handling & Engineered Barrier Plan for the former C. Reiss Coal Company Property, Harbor Centre South Pier Remediation and Redevelopment Project, dated May 19, 2003, a copy of which is attached hereto as Exhibit "C."

Subject to the provisions of Section 11.04, initial construction shall commence no later than three (3) months after the date of execution of this Lease, and shall be substantially completed no later than twelve (12) months after commencement of construction. In the event that such construction is not commenced or completed by Tenant within the aforesaid time periods, or the Minimum Investment requirement is not met within said time periods, Landlord shall have the option to terminate this Lease on thirty (30) days' written notice to Tenant. Said option shall be in addition to any other rights of Landlord hereunder.

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

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

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

ARTICLE IV
MAINTENANCE, REPAIR, LANDSCAPING AND DESTRUCTION

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

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

Tenant shall at all times during the term of this Lease, keep and maintain landscaping on the Premises in accordance with the approved PIP and in accordance with such further and/or additional

standards and criteria which may be reasonably established by Landlord.

Section 4.03. Damage or Destruction.

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

(b) If, at any time during the last five (5) years of the remaining term of this Lease, the leased Premises shall be substantially damaged or destroyed, in whole or in part (which shall mean damage or destruction in an amount equivalent to fifty (50%) percent or more of the then actual replacement value thereof, but without deducting physical depreciation, or to a lesser extent if such a portion thereof shall be damaged or destroyed so as to make it imprudent or unreasonable, in Tenant's reasonable opinion, to use the remaining portion for operations of the type and class immediately preceding such damage or destruction), by fire, collision by aircraft, act of God or other cause beyond the reasonable control of the Tenant, and whether or not insured, in whole or in part against any such cause, the Tenant may, at its option, terminate this Lease within sixty (60) days after the extent of such damage or destruction has been determined by serving upon the Landlord, at any time within said sixty (60) day period, a ten (10) day written notice of the Tenant's election to so terminate, without any liability of the Tenant to the Landlord, except for the payment of rent, if any, accrued to the date of such termination and full performance, at Tenant's sole cost and expense, of the work of demolition or removal of the remaining portions of the buildings, structures or other improvements so damaged or destroyed and removal of all debris from the leased Premises. In the event this Lease shall be terminated pursuant to the provisions of this paragraph, the insurance proceeds, if any, recovered on account of such damage or destruction under insurance policies shall be paid to the Landlord and retained by the Tenant, as the case may be, after paying or reimbursing Tenant for the demolition or removal of the remaining portion of the buildings, structures or other improvements so damaged or destroyed and the removal of all debris from the leased Premises as follows: the Tenant shall pay to the Landlord such proportion thereof as the number of full lease years immediately preceding the Lease year in which such damage or destruction shall occur bears to eighty-five (85) years, and the balance of any such remaining proceeds shall be retained by the Tenant.

ARTICLE V
UTILITIES AND TAXES

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

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

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

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

ARTICLE VI
CONDUCT OF BUSINESS

Section 6.01. Condition and Use. Tenant shall use the Premises for retail purposes and two transient lodging units on the first floor, and for no other use, except with Landlord's prior written approval. No use shall be permitted, or acts done, which will cause a cancellation of any insurance policy covering the Premises. Tenant shall not sell, permit to be kept, used or sold in or about the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant shall, at its own expense, comply with all requirements of any insurance company necessary for the maintenance of insurance required in this Lease.

Section 6.02. Waste and Nuisance. Tenant shall comply with all applicable laws, ordinances, regulations and/or deed and plat restrictions affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises.

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

Section 6.04. Notification of Position Openings. In accordance with sec. 66.1105(6c)(b), Wis. Stats., Tenant shall notify the Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC §2832, of any position to be filled by Tenant in Sheboygan County within one year after the commencement of this Lease. Tenant shall provide this notice at least two (2) weeks prior to advertising the position.

ARTICLE VII
INSURANCE AND INDEMNITIES

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

Section 7.02. Public Liability Insurance. Tenant shall at all times during the term of this Lease, at Tenant's sole expense,

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

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

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

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

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

about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Landlord, its agents or employees.

Section 7.06. Environmental Indemnifications. Landlord hereby indemnifies, defends and holds the Tenant harmless from and against any and all losses, liabilities, liens, obligations, settlement payments, penalties, claims, judgments, suits, damages and expenses of any kind or nature whatsoever (including consultants' and attorneys' fees) (collectively, "Costs"), suffered or incurred by, demanded or imposed upon, or asserted against Tenant in connection with any of the following: (a) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with the requirements of the Wisconsin Department of Natural Resources approved Remedial Action Plan for the Premises; (b) the failure of Landlord and/or its contractors, subcontractors, agents or employees to comply with any federal, state or local law, rule, regulation, statute or ordinance, or any order of any governmental, regulatory or administrative authority pertaining to health, industrial hygiene or the environmental condition on, under or about the Premises (collectively, "Environmental Laws") as such failure affects the environmental condition of the Premises; (c) any release by the Landlord and/or its contractors, subcontractors, agents or employees of any petroleum product or hazardous material or Hazardous Substance on, upon, or into the Premises, which products or materials or substances were not present at, on, under or within the Premises on the Commencement Date; (d) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Landlord and/or its contractors, subcontractors or agents to comply with any Environmental Law or any release of petroleum product or hazardous material or Hazardous Substance as described in clauses (a), (b) and (c) above; (e) the presence of any petroleum product or hazardous material or Hazardous Substance on, in, or within the soil, groundwater or surface water at, on, under or within the Premises, which products or materials or Substances were on, in, or within such soil, groundwater or surface water on the Commencement Date; and (f) any response, enforcement, or remedial action required by any governmental authority which is necessary to comply with any Environmental Law or any requirement of any regulatory or administrative authority with respect thereto arising out of, as a result of or related in any way to any petroleum product or hazardous material or Hazardous Substance on, under or within the Premises, which products or materials or Substances were on, under or within the Premises as of the Commencement Date. Notwithstanding the foregoing, Landlord shall not be liable for any Costs arising from any acts or omissions on the part of the Tenant or any of its members, or any of its contractors, subcontractors, agents, employees, licensees or invitees occurring on or after the Commencement Date.

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

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

The Landlord and/or the City of Sheboygan shall have the right, at its cost, to inspect the Premises not less than once each year in order to assure that the Premises are in compliance with the Wisconsin Department of Natural Resources Remedial Action

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

ARTICLE VIII
EFFECT OF CONDEMNATION

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

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

ARTICLE IX
DEFAULT

Section 9.01. Tenant's Default Prior to Completion of Improvements. Any default of Tenant which occurs under this Lease prior to the issuance of the final Certificate of Completion to be issued shall be deemed a default under this agreement and the Redevelopment Agreement, and the remedies available to the Landlord under the agreements shall be cumulative, and the exercise by it of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the Tenant.

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

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

(b) At the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder.

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

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

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

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

Section 9.04. Parties May Remedy Defaults. In the event of any breach hereunder by either party (and in lieu of Landlord's terminating this Lease as hereinbefore provided), Landlord or Tenant, respectively, may immediately or at any time thereafter, after having given the other party the requisite notice to cure the same and the time for such correction having elapsed, cure such breach for the account and at the expense of the other party. If Landlord or Tenant at any time, by reason of such breach, are compelled to pay, or elect to pay, any sum of money, or incur any expense, including reasonable attorneys' fees, in instituting or prosecuting an action or proceeding to enforce such party's rights hereunder or curing such breach, the sum or sums so paid or incurred by such party, if paid or incurred by Landlord shall be deemed to be rent hereunder and shall be due from Tenant to Landlord on the next rent payment date, and, if paid or incurred by Tenant shall be deductible, without interest, to the extent thereof from subsequent payments of rent. This option given to

the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided or deprive Landlord or Tenant of any legal rights which they may have by reason of the other party's default.

ARTICLE X
ASSIGNMENT AND SUBLETTING

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

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

(a) The term of the sublease shall not exceed the original term of this Lease; and

(b) The sublessee's use of the Premises shall be limited to use in conformance with Sections 6.01 and 6.02 hereof; and

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

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

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

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

with an executed copy of the agreement whereby the assignee or transferee agrees to be bound by the terms hereof.

ARTICLE XI
MISCELLANEOUS

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

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

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

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

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

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

Redevelopment Authority of the
City of Sheboygan, Wisconsin
828 Center Avenue, Suite 104
Sheboygan, WI 53081
Attention: Executive Director

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

Dan Welsch d/b/a Dumper Dan's Charters
4022 North 51st Street
Sheboygan, WI 53083

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

_____

_____

_____

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

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

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

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

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

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

Section 11.12. Binding Effect. The covenants and agreements contained in this Lease shall bind the respective successors, heirs and legal representatives of the parties hereto.

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

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

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

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

LANDLORD:
REDEVELOPMENT AUTHORITY
OF THE CITY OF SHEBOYGAN, WI

By: _____
Roberta Filicky-Peneski
Chairperson

Attest: _____
Chad D. Pelishek
Executive Director

TENANT:
DAN WELSCH D/B/A DUMPER
DAN'S CHARTERS

By: _____
Dan Welsch

ACKNOWLEDGMENT OF LANDLORD

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this _____ day of _____, 2014, before me personally appeared Roberta Filicky-Peneski and Chad D. Pelishek, to me personally known, who being by me duly sworn, did each for themselves say that they are respectively, the Chairperson and Executive Director of the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate named in and which executed the foregoing Ground Lease, and that the seal affixed to the Ground Lease is the corporate seal of said corporation, and that the Ground Lease was signed and sealed on behalf of said corporation by authority of its board of directors; and said Roberta Filicky-Peneski and Chad D. Pelishek acknowledged before me the Ground Lease to be the free act and deed of said corporation.

_____
Notary Public
Sheboygan County, Wisconsin
My commission expires:_____

ACKNOWLEDGMENT OF TENANT

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

On this _____ day of _____, 2014, before me personally appeared Dan Welsch d/b/a Dumper Dan's Charters who executed the foregoing Ground Lease and acknowledged before me that he executed the same as his free act and deed.

_____
Notary Public
Sheboygan County, Wisconsin
My commission is permanent

This instrument was drafted by
Attorney Stephen G. McLean
WI State Bar No. 01011662

lease/Welsch-DumperDans-groundlease033114

Exhibit "A"

THAT PART OF LOT 2 SOUTH PIER PLAT, LOCATED IN SECTION 26, TOWN 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF SAID SOUTH PIER PLAT, THENCE S. 22°48'04" W. ALONG THE WEST LINE OF SAID LOT 2 59.90 FEET TO THE POINT OF BEGINNING, THENCE S. 69°23'27" E. 99.05 FEET TO THE WEST RIGHT OF WAY LINE FOR SOUTH PIER DRIVE, THENCE SOUTHWESTERLY 56.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT FOR SAID WEST RIGHT OF WAY LINE HAVING A RADIUS OF 439.00 FEET AND A CHORD BEARING S. 22°51'19" W. 56.07 FEET, THENCE N. 60°41'43" W. 99.57 FEET TO THE WEST LINE OF SAID LOT 2, THENCE N. 22°48'04" E. ALONG THE WEST LINE OF SAID LOT 2 41.00 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED PARCEL CONTAINS 4,836 SQUARE FEET OR 0.111 ACRES.

Exhibit "B"

[SOUTH PIER DESIGN GUIDELINES]

Exhibit "C"

[WISCONSIN DNR APPROVED MATERIAL HANDLING & ENGINEERED BARRIER PLAN DATED MAY 19, 2003

Exhibit "D"

[FINAL APPROVED CONSTRUCTION PLANS]

VII

R. C. No. ___ - 13 - 14. By LAW AND LICENSING. April 14, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 313-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that Taxicab Driver's License #0306 be denied based upon her failure to accurately reveal all relevant convictions on the her application and her failure to cooperate with the committee.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

8.3

R. O. No. 294 - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Susan Richards
City Clerk

Law & Lic. 3/17/14 - grant all lic except hold Donath, Meins, Masterson; grant Garcia 4/2/14 - grant Donath, Meins hold Masterson 4/14/14 - deny Masterson

CHANGE OF PREMISE

No.	Name	Address
1833	Champs Sports Bar	1501 Indiana Ave. - one-day events to be held 3/29/14 and 4/5/14 to include current premise, Southside of building and the entire parking lot.
1890	Suscha's Super Bar	1054 Pennsylvania Ave. - one-day events to be held 4/26/14 and 5/3/14 to include current premise and the parking lot north and east of the building.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
3045	Hacienda Vieja I	1423 Union Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0303	Ditter, Duane K.	2521 Leon Ct.
0311	Donath, Daniel J.	2115 Milz Ave.
0308	Donohue, Roberta L.	520 Washington Ct.
5273	Garcia, Daniel	1507 Erie Ave.
0315	Greffly, Michael R.	2339 Skyline Dr.
0307	Hass, Erikka	919 Huron Ave.
4193	Lorenz, Brenda K.	1118 S. 13th St.
0302	Meins, Jonathan M.	1029 N. 8th St.
7385	Norum, Lori J.	W3489 Cty. Rd. RR, Cedar Grove

0313	Ritt, Sylvia L.	718 Armstrong Ave., Howards Grove
7215	Seeboth, Gwen L.	1107 Ashland Ave.
0304	Wierman, Sydney K.	4018 S. 12th Pl.
0314	Ziebell, Alina E.	1916 N. 12th St.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
0310	Glancey, Michael S.	13113 Pioneer Rd., Newton
0306	Masterson, Heather L.	3430 Eisner Ct., #A
0312	McKernan, Caleb P.	3431 N. 10th St.
8599	Stangel, Geraldine E.	3705 Sheridan Ave., #F1

VI

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. April 14, 2014.

Your Committee to whom was referred R. O. No. 333-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses be referred to the Law and Licensing Committee of the new Common Council (2nd meeting - called in):

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0339	Freeland, Jennifer M.	1328 Center Ave.
0338	Gutierrez, Jessica J.	2903 S. 11th St.
5584	Rider, Aaron M.	2329 N. 7th St.
8118	Sawall, Samuel	1925 N. 11th St.
0305	Thompson, Tamara C.	521 North St., Plymouth

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
0337	Velez, Lilibeth	1132 Lincoln Ave.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Other Matters

II

8.2

R. O. No. 333 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Law & Lic
4/14/14 - grant all licenses except refer to new L & L Comm. Freeland, Gutierrez, Rider, Sawall, Thompson, Velez, Williams
Grant Askalani, contingent

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
1040	Brennan's On Michigan	1101 Michigan Ave. - two-day event to be held 5/3/14 & 5/4/14 to include current premise and the parking lot on the West and South of the building.
1040	Brennan's On Michigan	1101 Michigan Ave. - one-day event to Be held 5/10/14 to include current premise and the parking lot on the West and South of the building.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event to be held 5/10/14 to include current premise and entire parking lot north and east of the building.
2726	JMKAC	608 New York Ave. - one-day events to be held on Thursday 6/19/14; 6/29/14; 7/3/14; 7/10/14; 7/17/14;7/24/14; 7/31/14; 8/7/14; 8/14/14 & 8/21/14 to include current premise and the northwest side of the building, Festival Green.

SIDEWALK CAFE LICENSE (April 14, 2015)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th St.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0330	Askalani, Hanaa H.	N6278W Cty Rd A, Glenbeulah
0339	Freeland, Jennifer M.	1328 Center Ave.
0335	Garcia, Javier J.(Club)	1525 Alabama Ave.
0338	Gutierrez, Jessica J.	2903 S. 11th St.
8270	Heitzmann, Adam J.	2206 Sunflower Ave.
5593	Jetzer, Jerome N.	3212 N. 21st St.
0329	Kohlmann, Steven M.	N3039 Dykstra Rd., Waldo
0333	Kraemer, Alexis M.	2526 Mandy Cir.
5584	Rider, Aaron M.	2329 N. 7th St.
0336	Rowe, Vicky L.	829 Huron Ave.
8118	Sawall, Samuel	1925 N. 11th St.
0334	Soerens, Leah R.	1030 Clara Ave.
0305	Thompson, Tamara C.	521 North St., Plymouth
0332	Warner, Cheryl L.	2126 N. 15TH St.
8222	Wenninger, Ingrid I.	2021 Camelot Blvd.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
0337	Velez, Lilibeth	1132 Lincoln Ave.
0331	Williams, Kendrick L.	3647 S. 12th St.
2744	Wills, Elaine K.	1506 N. 22nd St.

VI

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. April 14, 2014.

Your Committee to whom was referred R. O. No. 313-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; recommends that the following licenses referred to the Law and Licensing Committee of the new Common Council (2nd meeting - called in):

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0322	Paton, Jennifer L.	830 N. Water St., #210

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
8429	Escobar, Panfilo	3025B N. 9th St., #4
0328	Van Dixhorn, Peter J.	2802 S. 10th 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

II

Other Matters

8.3

R. O. No. 313 - 13 - 14. By CITY CLERK. March 17, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Susan Richards
City Clerk

Law & Lic 4/2/14 - grant all lic except approve 4/5/14 Cl of Premise for JMKAC & refer to other 9 events; Marc Cinemas approve Wine w/contingent; hold Paton, Sedlar, Escobar, Quasius, Van Dishon

4/14/14 - refer to 4/21 new C.C. - Paton, Escobar, Van Dishon / grant JMKAC 5/10 - 10/9 with modify premise to cover terrace area not whole block. / grant Quasius, Sedlar

CHANGE OF PREMISE

No.	Name	Address
2726	JMKAC	608 New York Ave. - one-day events to Be held 4/5/14; 5/10/14; 6/21/14; 6/28/14; 7/12/14; 8/9/14; 8/30/14; 8/31/14; 10/4/14; & 10/9/14 to include current premise and all lawn areas on the North, East, South and West sides of the building.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

No.	Name	Address
3051	Mid-Lake Softball Org.	2213 New Jersey Ave.

"CLASS C" WINE LICENSE (June 30, 2014)

No.	Name	Address
3034	Marc Cinemas	3226 Kohler Memorial Dr.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

No.	Name	Address
3048	Bella Vida	4027 S. Business Dr.
3049	G & G Massage	4027 S. Business Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0326	Bischoff, Colin J.	1167 W Madison Ave., #6, Cleveland
1176	Carmody, Julie A.	38 N. Hiawatha Circle
7860	Dassow, Michelle L.	2211 Wedemeyer
0325	Hanrahan, Jessica A.	3622 Superior Ave.
7662	Hartman, Lisa M.	3306 Mueller Rd.
0322	Paton, Jennifer L.	830 N. Water St., #210
9632	Phippen, Robert D.	1219 Georgia Ave.
3254	Randall, Shantell M.	2204 N. 9th St.
0323	Richter, Erin E.	705 Broadway
0324	Schneider, Nancy C.	2019 N. 40th St.
0319	Sedlar, Carrie K.	1209 N. 16th St.
0316	Stemper, Sarah M.	1615 New Jersey Ave.
0327	Stone, Malcolm X.	830 N. Water St., #123

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9790	Butts, Constance B.	729 Kentucky Ave.
8429	Escobar, Panfilo	3025B N. 9th St., #4
0321	James, Asher D R	1436 Erie Ave.
0317	Miller, David R.	1713 Alexander Ct.
0318	Mondloch, Richard L.	W5681 Cty Rd. A, Adell
0320	Norton, Gale R.	3719 Deer Valley Dr.
9090	Quasius, Jessica M.	1538 N. 10th St.
0328	Van Dixhorn, Peter J.	2802 S. 10th St.

VI

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

Your Committee to whom was referred the following:

- 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.

- 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

- 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

- 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

- 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

- 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

- 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)

- 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

- 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.

- 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.

_____ _____

_____ _____

_____ _____

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

jlw

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 Dantje

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

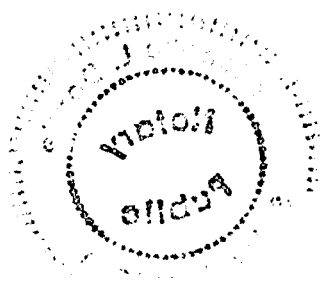
STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

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



9-5 2:51pm

II

3.4

R. O. No. 254- 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a claim from Michael Free, NHA, Meadow View Manor, for alleged damages to the property (basement) from sewage backup.

Susan Richards
City Clerk

Ingrid
refer to Bd of Water
3/3/14
new.

DATE RECEIVED 1-29-14 RECEIVED BY LS Schneider

CLAIM NO. 18-13

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: Michael Free, NHA. Meadow View Manor
2. Home address of Claimant: 3613 S. 13th St. Sheboygan WI 53081
3. Home phone number: 920. 458. 4040
4. Business address and phone number of Claimant: 3613 S. 13th St. Sheboygan, WI 53081 920-458-4040
5. When did damage or injury occur? (date, time of day) 01.11.2014 5:30 Am
6. Where did damage or injury occur? (give full description) Sewage back up, flooded 5,021 sq. ft. of basement. Located in basement is medical records, offices, laundry, bathrooms.
7. How did damage or injury occur? (give full description) From what the Fire Department had stated, it was due to a "pipe break" that the city was working to fix. This was not isolated to just Meadow View Manor
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").

No injuries. All 5,021 sq ft. of basement needed to be professional cleaned and sanitized for resident safety.

11. Name and address of any other person injured: No injuries.

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

Auto:	$ N/A
Property:	$ 21,827.83
Personal injury:	$ N/A
Other: (Specify below	$ N/A
TOTAL	$ 21,827.83

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 VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

Please see attached photos of damage. Only one quote could be obtained as it was an unexpected event on a Saturday that required immediate attention by the first availabe cleaning company.

SIGNATURE OF CLAIMANT [signature] NHA, CSN DATE 01-27-2014

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

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Michael Free, Meadow View Manor

Claimant's Address: 3613 S. 13th St. Sheboygan WI 53081

Claimant's Phone No. 920.458.4040

Auto	$ N/A
Property	$ 21,827.83
Personal Injury	$ N/A
Other (Specify below)	$ N/A
TOTAL	$ 21,827.83

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 $21,827.83.

SIGNED [signature] NHA, CSW DATE: 01-27-2014

ADDRESS: 3613 S. 13th Street
Sheboygan WI 53081

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

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

ServiceMASTER Restore

ServiceMaster
Recovery Services
2215 S. 162nd St New Berlin WI 53151
P: (262) 782-3335 / F: (262) 782-4230
(800) 559-9070 www.smrecover.com
Tax ID:39-1355743

COMMERCIAL CLEANING SERVICE INVOICE

BILL TO	SITE ADDRESS
Meadowview Manor 3613 S 13th Street Sheboygan, WI 53083	Meadowview Manor - Wes Souder 3613 S 13th Street Sheboygan, WI 53083

HOME	WORK	CELL	FAX	Concerning Email
	(920) 458-4040	(414) 980-1432		[Concerning Email]

TRUCK	START	FINISH	CREW	REP	JOB	INVOICE	PO Number	DATE	Units Allowed/Taken
	1/11/14		Northshore	mfc	18978	625717	cod	1/18/2014	

SERVICE	ROOM OR ITEM	AREA	CNH	801	SERVICE	PRICE
801 Carpet Cleaning						
802 Furniture Cleaning						
804 Odor Control						
811 Soil Proofing						
813 Carpet Sanitizing						
826 Wall & Ceiling Cleaning						
836 Floor Maintenance	Sub/Pressure washing of Basement level- Northshore environmental					$20,788.41
875 House Wide Cleaning						
825 Other Services (includes Biohazard Clean-up)						
891 Home Care Kits						

Accounting:					
CASH:	CHECK NUMBER:	VISA/MC:	EXP:	SUBTOTAL	$20,788.41
				LESS DISCOUNT(S)	-
Credit card on file may be charged if check is returned NSF.				NEW SUBTOTAL	$20,788.41
				TAX	$1,039.42
A Service Charge Of 1.5% Interest Per Month (18 Annual Rate)				FUEL SURCHARGE	-
Will Be Assessed On Balance Due Over 30 Days				TOTAL DUE	$21,827.83

Directions:	Special Notes / Conversations:

Customer Signature

Date

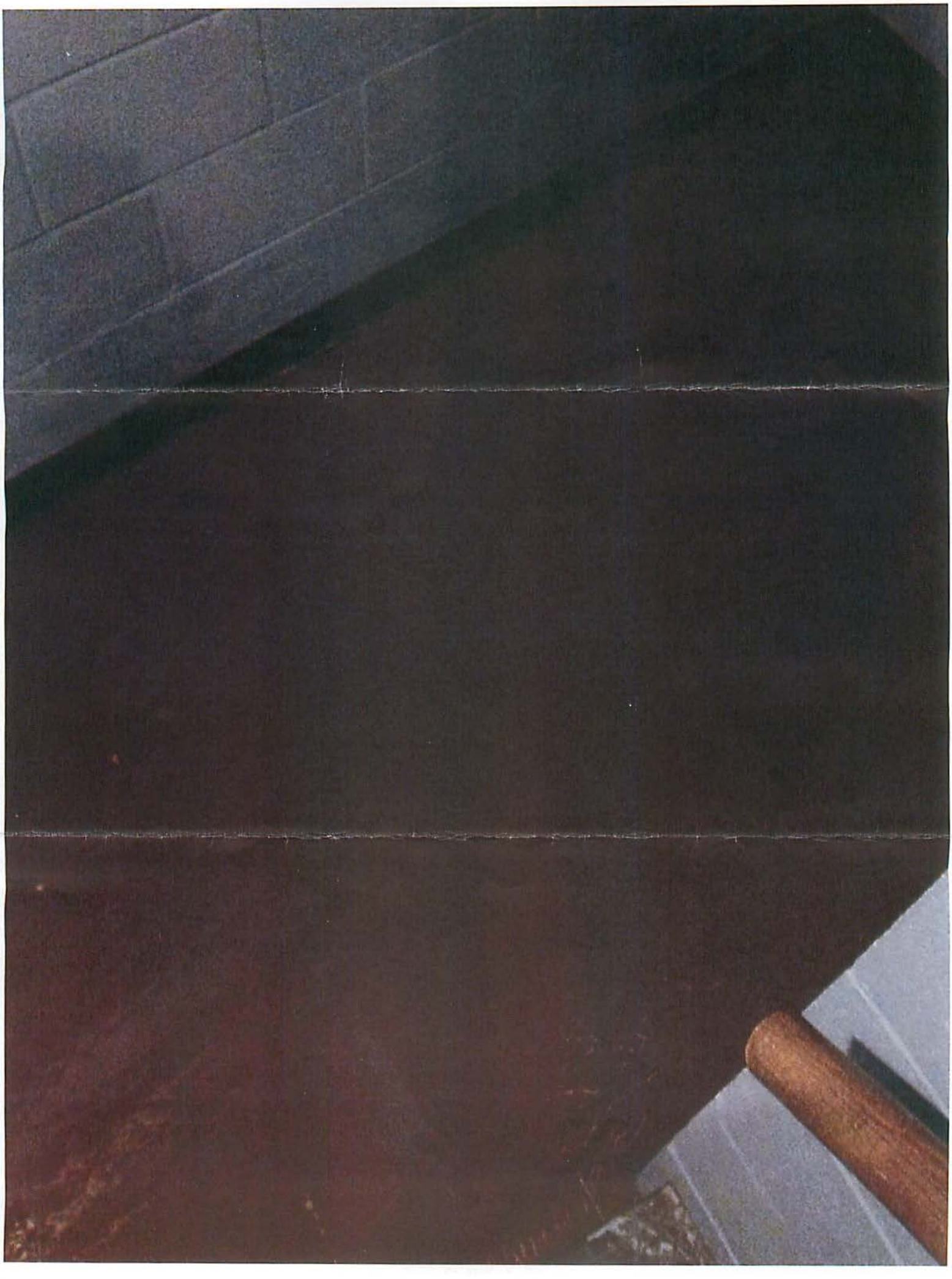
ServiceMaster Recovery Services **FED ID: 391355743**

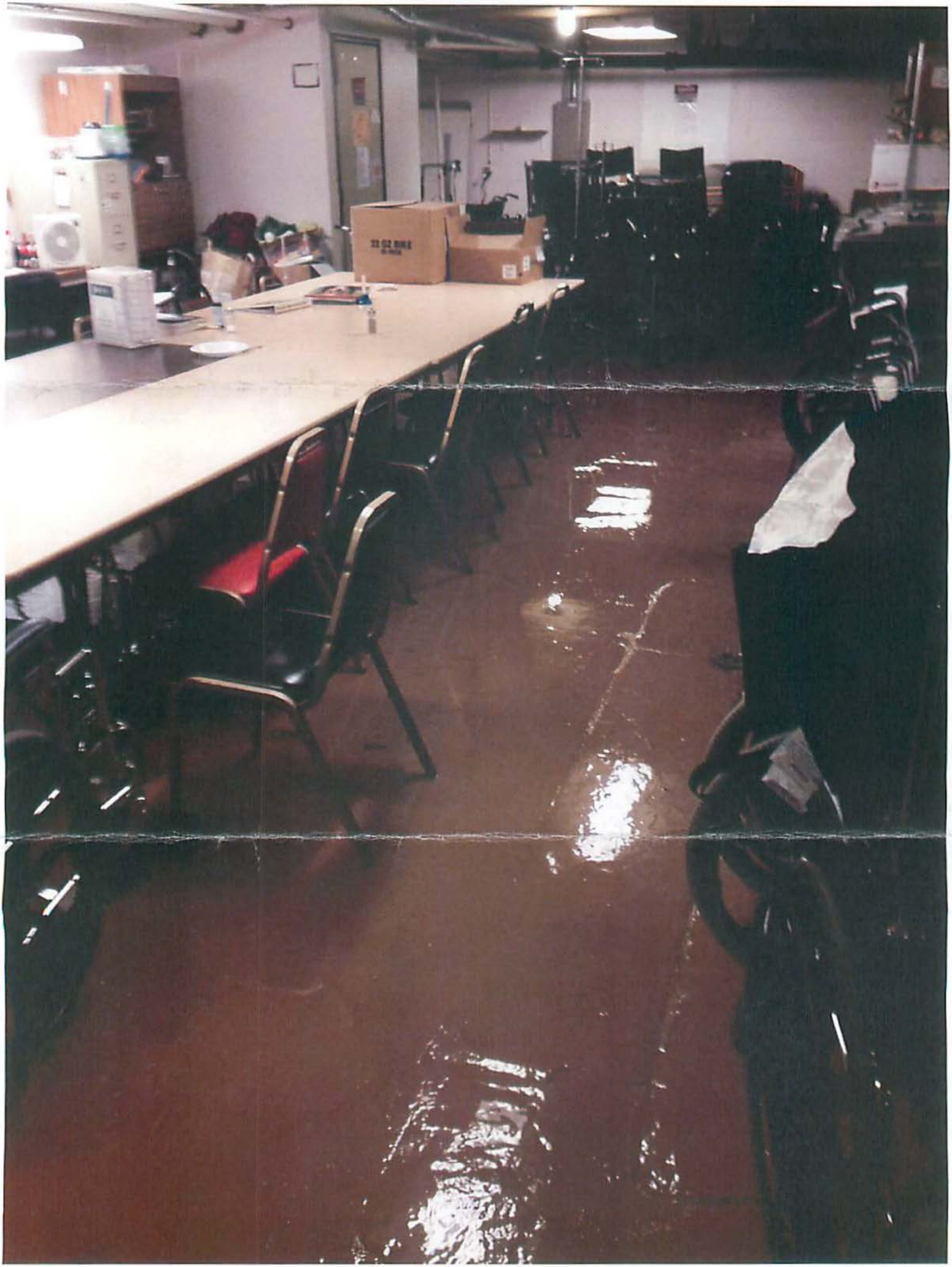
2215 S. 162nd St
New Berlin, WI 53151
800-559-9070

2014-01-16-1634

Equipment usage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - after business hours	6.00 EA	0.00	223.44	67.03	1,407.67
This is the call out and mobilize 8 people to respond after hours to a large loss cleaning job.					
Commercial Supervision / Project Management - per hour - after hours	4.00 HR	0.00	127.50	25.50	535.50
After hours Project Manager to run the project for customer satisfaction.					
Add for personal protective equipment - Heavy duty	14.00 EA	0.00	17.77	12.44	261.22
Apply plant-based anti-microbial agent - after hours	5,021.00 SF	0.00	0.28	70.29	1,476.17
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	5,021.00 SF	0.00	1.92	482.02	10,122.34
Clean the surface area with pressure steam	5,021.00 SF	0.00	0.95	238.50	5,008.45
Vac Truck	12.00 HR	0.00	186.00	111.60	2,343.60
Equipment decontamination charge - HVY, per piece of equip	8.00 EA	0.00	78.23	31.29	657.13
Contaminated water dump fee	300.00 EA	0.00	0.05	0.75	15.75
Totals: Equipment usage				1,039.42	21,827.83
Line Item Totals: 2014-01-16-1634				**1,039.42**	**21,827.83**





II

39

R. O. No. 255 - 13 - 14. By CITY CLERK. February 3, 2014.

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.

Susan Richards
City Clerk

Finance
&
refer to Bd of Water
3/3/14

new

1-20-14

Claim 15-13
LS Schneider

Providing Insurance and Financial Services
Home Office, Bloomington, IL

State Farm®

January 11, 2014

Department Of Public Works
3333 Lakeshore Dr
Sheboygan WI 53081-6961

State Farm Claims
PO Box 52268
Phoenix AZ 85072-2268

RE: Claim Number: 49-393M-091
Date of Loss: January 11, 2014
Our Insured: Murray and Penny Patz
Loss Location: Sheboygan, WI

To Whom It May Concern:

We are writing to you in reference to a loss sustained by our insured on January 11, 2014.

To date, the total amount of the loss has not been determined. However, our investigation indicates you may be legally liable for this loss and we will look to you for reimbursement once the final amount of damages is known.

If you have insurance, please refer this letter to your insurance company immediately. Please complete the attached form and advise us of your insurance company's name, address, telephone number, and your policy number. If you do not have insurance, please contact us to discuss this matter further.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provide for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Thank you for your cooperation in this matter.

Sincerely,

Matthew D. Strotman

Matthew D Strotman
Claim Representative
(866) 445-7015 Ext. 4023273955
Fax: (888) 429-5076

State Farm Fire and Casualty Company

Enclosure(s): Return Envelope

Name: _____

Address: _____

_____

Our Claim Number: 49-393M-091

Please complete this page and return it to us in the enclosed envelope.

Name of your insurance company: _____

Address of insurance company: _____

_____

Phone number of your insurance company: _____

Your policy number: _____

Your agent's name and phone number: _____

_____

Have you reported this loss to your insurance company? Y___ N___

If yes, what is the claim number your insurance company has assigned to this loss?

_____

Thank you for your cooperation.

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

Claim #16-13
LS Schraeder

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

II

4.4

R. O. No. 269 - 13 - 14. By CITY CLERK. February 19, 2014.

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 snow plow hit their building.

Finance

NEW

Susan Richards
City Clerk

DATE RECEIVED 2-3-14 RECEIVED BY LS Schaefer

CLAIM NO. 19-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 3'14 AM 11:57

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: Appraisal Compliance Review, Inc. / Lenders Audit, LLC
2. Home address of Claimant: 815 New York Avenue, Sheboygan, WI, 53081
3. Home phone number: (920) 783-6059
4. Business address and phone number of Claimant: 815 New York Avenue Sheboygan, WI, 53081 (920) 783-6059
5. When did damage or injury occur? (date, time of day) 1/17/14, afternoon
6. Where did damage or injury occur? (give full description) damage occurred in front of 815 New York Avenue
7. How did damage or injury occur? (give full description) Derek Muench of Shoreline metro was snow plowing the sidewalk in front of our building and ran into our building with his plow and caused damage
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: Derek Muench

   (b) Claimant's statement of the basis of such liability: Derek left his card for me and I spoke with him on the phone in the days following this incident
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").

Damage to corner of building; cracked wood, damage to address panel

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: $ pending (cannot be repaired until spring)

Personal injury: $_____

Other: (Specify below $_____

TOTAL pending

Damaged vehicle (if applicable)

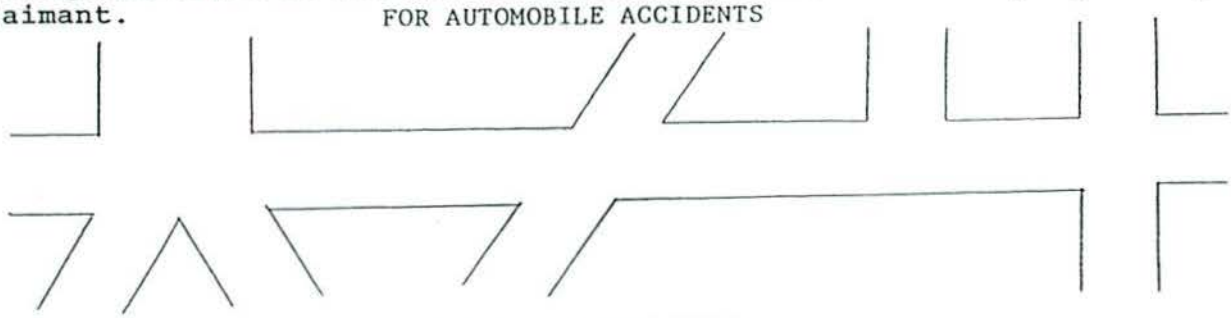
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

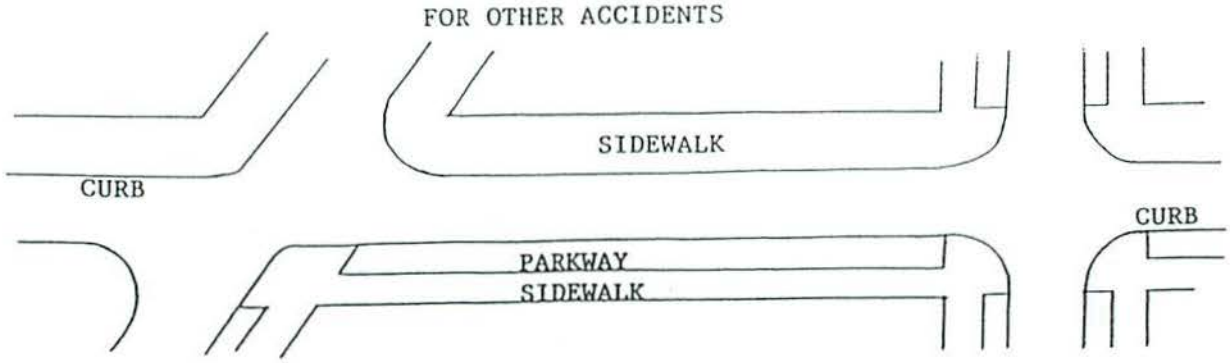
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Paula J. Wenger (Appraisal manager) Date: 1/30/14

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

FEB 3'14 AM 11:57

CLAIM

Claimant's Name: Appraisal Compliance Review, Inc.

Claimant's Address: 815 New York Avenue
Sheboygan, WI 53081

Claimant's Phone No. (920) 783-6059

Auto	$ _____
Property	$ pending
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 $ pending.

SIGNED: Paula J Wenzel (Appraisal manager) DATE: 1/30/14

ADDRESS: 815 New York Avenue
Sheboygan, WI 53081

815

815

SHORELINE
METRO
Derek Muench | Operations Supervisor
608 S. Commerce Street, Sheboygan, Wisconsin 53081
920.459.3285 Office 920.459.3140 Direct
920.459.3420 Metro Connection 800.947.3529 TDD Relay
dmuench@shorelinemetro.com
shorelinemetro.com

SHORELINE METRO

INCIDENT FORM
Non-Accident or Injury

TYPE OF INCIDENT:

☐Emergency ☐Non-emergency ☐Driver Situation ☐ Passenger Misconduct ☐Theft ☐Vandalism

☒ Other: PARKING UTILITY DAMAGE TO PRIVATE PROPERTY

Date of Incident: 01 / 17 / 14 Emergency personnel called and at the scene? ☐ Yes ☒ No

Did Shoreline Metro personnel assist with the situation in any way? ☒ Yes ☐ No

If yes, to what degree? EXCHANGED BUSINESS CARD W/ PROPERTY AFTER INCIDENT

INVOLVED PARTIES:

#1 Name: DEREK MUENCH Phone Number: 459-3140

Address: 608 S. COMMERCE ST. City: SHEBOYGAN

#2 Name: _____ Phone Number: _____

Address: 815 NEW YORK AVE City: SHEBOYGAN

#3 Name: _____ Phone Number: _____

Address: _____ City: _____

DETAILS: I WAS PLOWING SNOW ON SIDEWALK IN 600 BLOCK OF NEW YORK AVE. RIGHT BACK TIRE CAUGHT ON METER POST AND SENT PLOW BLADE INTO SIDE OF BUILDING. SOME DAMAGE TO BUILDING. NO DAMAGE TO EQUIPMENT.

I NOTIFIED BUSINESS ADJACENT TO DAMAGE AND LEFT BUSINESS CARD.

MAYOR'S INTERNATIONAL COMMITTEE

There will be a meeting of the Mayor's International Committee on **Tuesday, February 4, 2014 at 5:15 p.m.** in **the 3rd Floor Conference Room** at City Hall.

AMENDED AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of previous minutes
4. Correspondence
5. New Business
   - Other ideas for fund raisers – Jim Graf
   - Request from People to People to host welcome picnic for exchange students
6. Old Business
   - Trip to Esslingen
   - Foreign Exchange Student Party
   - UW Band Fundraiser
7. Schedule next meeting
8. Adjournment

Mission Statement

"A group of residents living within the boundaries of the Sheboygan Area School District, appointed by the Mayor of Sheboygan, empowered to represent and further the City's commitment to understanding and friendship between the Sister Cities and the City of Sheboygan and between the peoples of the world at the request of the Mayor or Common Council.

As official ambassadors of the City of Sheboygan, the International Committee members shall act as community representatives and City Government Liaisons at public events which honor visitors from our Sister Cities and other foreign visitors to our City at the request of the Mayor or Common Council.

The committee's primary function is to promote, facilitate and host or assist official visits to or from the City of Sheboygan and our Sister Cities and at the request of the Mayor or Common Council perform these same functions for diverse cultural, education and business groups, societies, and organizations from all countries."

Persons with disabilities who need accommodations to attend this meeting should contact the Mayor's Office at 828 Center Avenue, Sheboygan, WI, phone 459-3317.

WITNESSES:

#1 Name: N/A Phone: _____

Address: _____ City: _____

#2 Name: _____ Phone: _____

Address: _____ City: _____

#3 Name: _____ Phone: _____

Address: _____ City: _____

SUPERVISOR:

Notified: ☒ Yes ☐ No Date: 01 / 17 / 14 Time: 2 : 30 AM (PM)

On Site: ☒ Yes ☐ No Date: 01 / 17 / 14 Time: 2 : 30 AM (PM)

Copy to Director: ☒ Yes ☐ No Pictures Taken: ☒ Yes ☐ No

Resolved: ☐ Yes ☐ No Date Resolved: ____/____/____

Supervisor Comments: _____

Driver/Staff Signature: _____ Date: 01 / 17 / 14

Supervisor Signature: _____ Date: 01 / 17 / 14

AGENDA

Board of Marina, Park & Forestry Commissioners
Tuesday, February 4, 2014
Municipal Service Building
2026 New Jersey Ave.
4:15 pm

1. Call Meeting to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Public Input (3 minute limit per individual).

5. **R.O. 212-13-14** (Council Doc. 8.4)
   Request from the Director of Planning & Development requesting the Marina, Parks & Forestry Commission to make a recommendation to the Public Works Committee related to naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County Funding from Pennsylvania Ave. to Martin Ave.

6. Report from Supt. of Parks & Forestry:
   - Parks
     - 5-year Outdoor Recreation Plan
     - Park Inspection Comments
   - Forestry
     - EAB Management Plan
     - Planting Plan
   - Maywood
     - Flapjack Days
     - Program & Development
     - Management Plans
     - Bur Oak Property

7. Marina report.

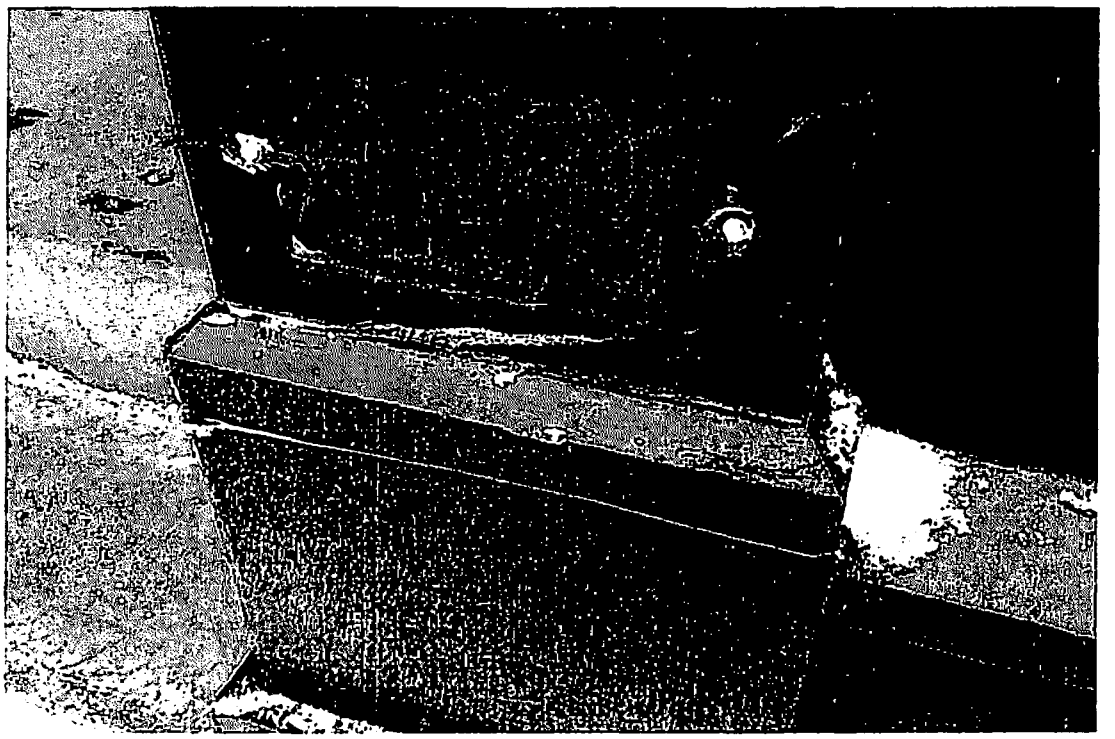
8. Wildwood Softball Management Update.

9. Comments from Board Members.

10. Announcements.

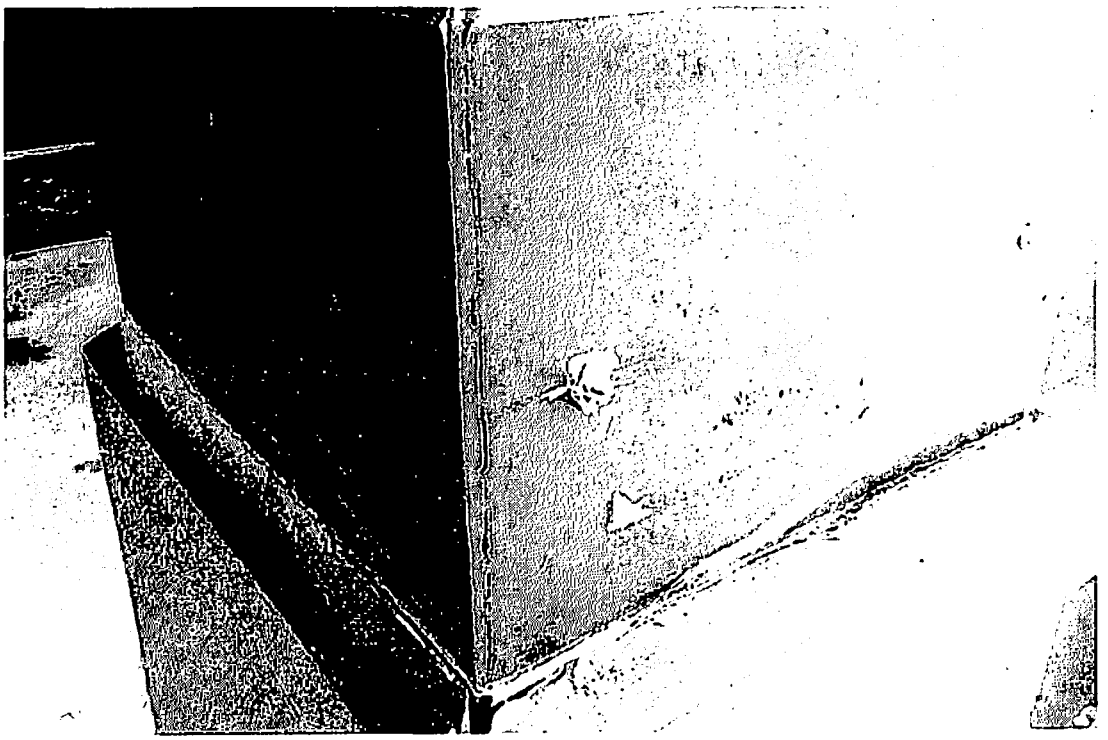
11. Set Next Meeting Date: Tuesday, March 4 at Maywood

12. Adjourn.

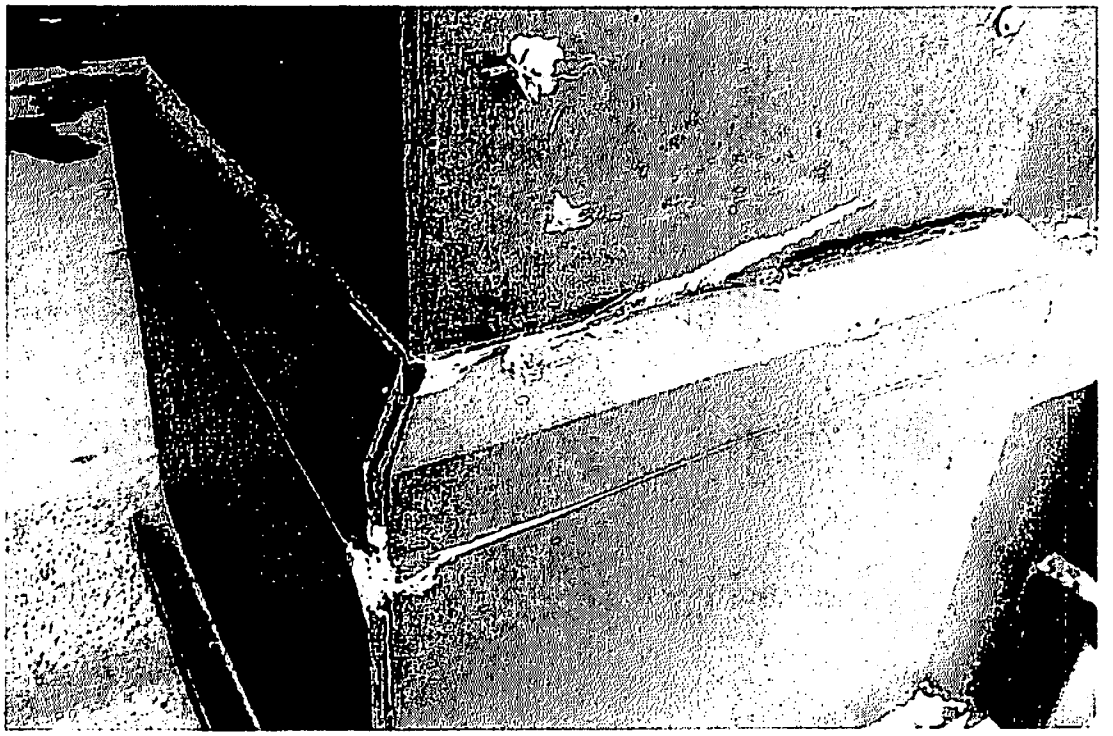


BUSINESS ALARM PERMIT LIST - 2008

Renewals sent 11/17/06 TRADE NAME		Alarm #	Receipt #	COMMENTS
AC Enterprises N3690 Horace Mann Rd Sheboygan Falls, Wi 53085 920-980-7043		2236	576106	
ADT Security 2500 N Lynndale Appleton, WI 54914		1671	565361	ADT Security Services, Inc Attn: Licensing Dept PO BX 3042 BOCA RATON, FL 33431-0835
Brinks Home Security 8880 Estes Blvd Irving TX 75063		2226	571654	
Cornerstone Security Group 7251 W North Ave Wauwatosa, WI 53213		2248	569420	
Guardian Protection Services 834 New York Ave Sheboygan 53081 458-5782		1679	568032	
Guske Electrical Security 2004 Waverly Ct Sheboygan WI 53083		2407	572103	
Integrated Security Solutions Inc 219 S Main St PO Box 124 Cottage Grove, WI 53527 608-839-3174		2151	572865	
JSM SECURE 5764 CTY TK TT SHEBOYGAN FALLS, WI 53085 (920) 467-7550		2308	564451	
Lappen Security Products PO Box 136 Little Chute, WI 54140-0136		2233	565108	



contained in this email message to or by anyone other than the intended recipient is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of the Company.



Rosemarie Trester

Rosemarie Trester, MEPD: Adult and Family Ministry
Hospice Chaplain, RET
2110 N 9th Street
Sheboygan, Wisconsin 53081
920-452-3166

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

jew

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.

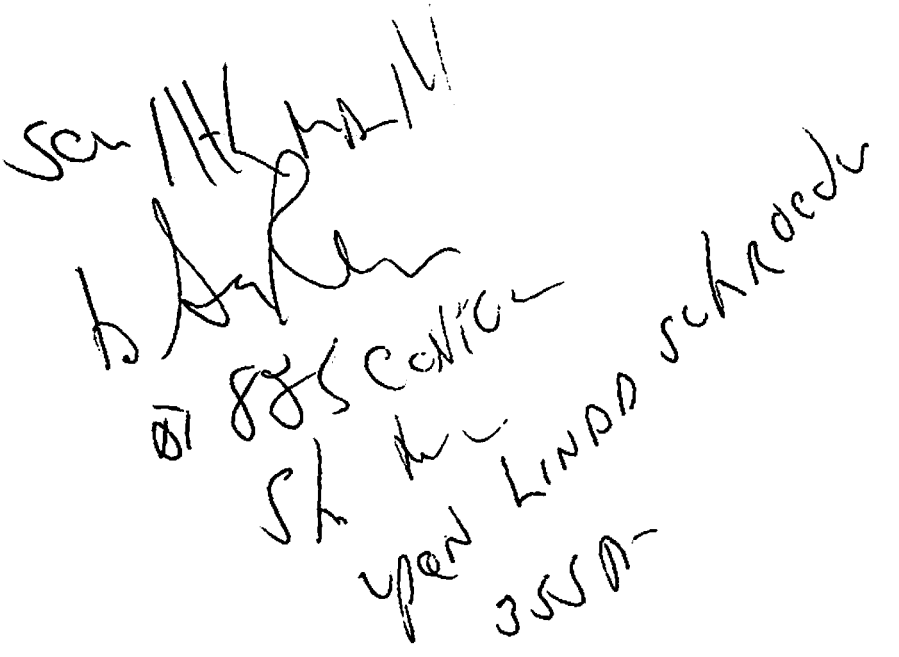
The claim for pain and suffering, bodily injury is for the amount of $50,000.00.

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



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

pw

LS Schneider
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

II

4.7

R. O. No. 307 - 13 - 14. By CITY CLERK. March 17, 2014.

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 claim for alleged damages to AT&T facilities at the N. 10th St. location.

Finance

Susan Richards
City Clerk

pew

Rec'd 3-7-14
By LS Schroeder
Claim # 25-13

The Claims Center LLC
7001 E Fish Lake Road ~ Suite 100 ~ Maple Grove, MN 55311
PO Box 47604 ~ Minneapolis, MN 55447
866-233-0353 ~ Fax: 866-233-9627

March 5, 2014

Sheboygan City
Attn: Linda
828 Center Ave., #100
Sheboygan, WI 53081

Dear Risk Management/Claims,

The Claims Center LLC is a third party claims administrator for AT&T which has assigned our firm to investigate and resolve claims for damages to AT&T facilities.

This letter should serve as official notice of tort claim filing with the Sheboygan City. If additional information is required to affect official notice of claim, please respond to include any necessary forms, or specific procedure mandated by statute

An invoice for the property damage will be provided to you at a later date.

These damages were discovered or repaired on or about January 15, 2014 at the location of N. 10th St.

Please include our reference number 337797 when responding to this letter.

If you need any additional information or have any questions please call me at 866-233-0353.

Thank you,

Claims Representative
The Claims Center
PO Box 47604
Plymouth, MN 55447
Fax: 763-744-1480

e-mailed to staff 3-7-14

II

3.11

R. O. No. 331 - 13 - 14. By CITY CLERK. April 2, 2014.

Submitting a claim from AT&T for alleged damages to an AT&T pole in the 1000 Block of N. 10th St.

Susan Richards
City Clerk

Finance
refer

3-25-14
claim 25-13

Date: 03/19/2014

(RO 397-14-15)

Claim for Damages

To:
SHEBOYGAN, CITY OF
828 CENTER AVE
SHEBOYGAN, WI 53081

Claim Number: AMER-25-201402-50-0034-ADJ

Charges for Damages to:
WISCONSIN BELL INC., DBA AT&T- WISCONSIN

Occured/Discovered On or About: 01/15/2014

Approximate Location:
1000 BLOCK OF N 10 TH ST, SHEBOYGAN CITY, WI

How Damage Occured:
EMERGENCY BROKEN POLE

Summary of Charges

The labor cost amount claimed includes direct costs and indirect costs, including but not limited to personnel, equipment, vehicles, administrative overheads, and an allocation of general corporate overhead.

LABOR COST	$2,517.37
MATERIALS/UNIT COST ITEMS	$160.49
CONTRACTOR	$1,914.54
TOTAL AMOUNT DUE:	**$4,592.40**

Breakdown of Charges on next page

Call before you dig
Call 811

For Inquiries Call: 800-894-0374 or 800-363-3234 (FAX)

This payment is due upon receipt. If payment is not received within 30 days further collection action will be taken. IF A PAYMENT FOR LESS THAN THE FULL AMOUNT IS RECEIVED, IT WILL BE APPLIED AS A PARTIAL PAYMENT. **Please do not pay with telephone bill.**

If you are covered by insurance, please forward this to your carrier for payment. Once your claim has been established with your insurance company, please contact us at 800-894-0374 with your claim information, and we will work with your insurance company to resolve. AT&T accepts checks, money orders or credit card payments. We do not accept cash. Please complete the information below and return in the enclosed envelope or you may call 800-894-0374 to pay by phone.

at&t

TOTAL AMOUNT DUE: $4,592.40

Amount enclosed: $_____

SHEBOYGAN, CITY OF

Claim Number: AMER-25-201402-50-0034-ADJ

Return this section with payment in enclosed envelope.

Please write claim number on check or money order to ensure proper credit.

For credit card payment:

Credit Card number: _____

Name on Card: _____

Amount to be charged to your card: _____

Three digit security number on back of card: _____

Expiration Date: _____

Remit Payment to:

AT&T
RM 39-N-13
909 CHESTNUT ST
SAINT LOUIS MO 63101-2017

6298.001.000009.02.02.0000000 NNNNNNNY 0035.0035

at&t

Breakdown of charges

LABOR COST

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
DR	01/15/2014	1.00	93.0244201					$93.00
AS	02/11/2014	1.00	88.1614850					$88.15
FF	02/27/2014	2.00	88.1614850					$176.31
FF	02/28/2014	3.50	88.1614850					$308.57
MR	03/03/2014	1.00	88.1614850					$88.15
FF	03/03/2014	8.00	88.1614850					$705.31
AS	03/04/2014	2.00	88.1614850					$176.31
MR	03/04/2014	0.50	88.1614850					$44.07
FF	03/04/2014	6.00	88.1614850					$528.97
AS	03/05/2014	1.00	88.1614850					$88.15
FF	03/05/2014	1.50	88.1614850					$132.23
AS	03/11/2014	1.00	88.1614850					$88.15

Labor Cost Sub-Total **$2,517.37**

MATERIALS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
POLE 30 FT CLASS 5	1	148.5500000	$148.55
CUSTOMER TROUBLE TICKET NCSC	1	6.4200000	$6.42
CUSTOMER TROUBLE TICKET NDC	1	5.5200000	$5.52

Material Sub-Total **$160.49**

CONTRACTOR COST

CONTRACTOR NAME	AMOUNT
HOLTGER BROTHERS	$1,914.54

continued on next page

at&t

Breakdown of charges

LABOR COST

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							Labor Cost Sub-Total	$2,517.37

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CUSTOMER TROUBLE TICKET NDC	1	5.5200000	$5.52
		Material Sub-Total	$160.49

CONTRACTOR COST

CONTRACTOR NAME	AMOUNT
HOLTGER BROTHERS	$1,914.54

continued on next page

at&t

Breakdown of charges (continued)

Contractor Cost Sub-Total	**$1,914.54**
Total Labor Cost, Materials, Contractor, Loss of Use, Other Items	**$4,592.40**

AT&T 909 Chestnut Street
Room 39-N-13
St. Louis, MO 63101-3099
RETURN SERVICE REQUESTED

6298.1.0.9 1 SP 0.000 KY

SHEBOYGAN, CITY OF
828 CENTER AVE
SHEBOYGAN WI 53081-4442

II

Other Matters

8.3

R. O. No. 332- 13 - 14. By CITY CLERK. April 2, 2014.

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.

Finance

Susan Richards
City Clerk

pw

DATE RECEIVED 3-31-14 RECEIVED BY LS Schroeder

CLAIM NO. 29-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 31'14 PM12:50

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: Nicole Reynolds
2. Home address of Claimant: 522 Niagara Ave. Sheboygan, WI
3. Home phone number: 920-946-0822
4. Business address and phone number of Claimant: 725 Blue Harbor Dr. Sheboygan 920-452-2900 x508
5. When did damage or injury occur? (date, time of day) 1/2/14 between 7:45-8:30am
6. Where did damage or injury occur? (give full description) Riverfront Drive, in front of Midwest Dental. vehicle was parked on street
7. How did damage or injury occur? (give full description) Long yellow dented scratch from front drivers side panel to passenger door
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: 2 big yellow front-end loaders were nearby, removing snow.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: _____

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

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

no injuries

11. Name and address of any other person injured: —

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

Auto: $ ~~$2000~~ 2367.55

Property: $

Personal injury: $

Other: (Specify below $

TOTAL 2,367.55

Damaged vehicle (if applicable)

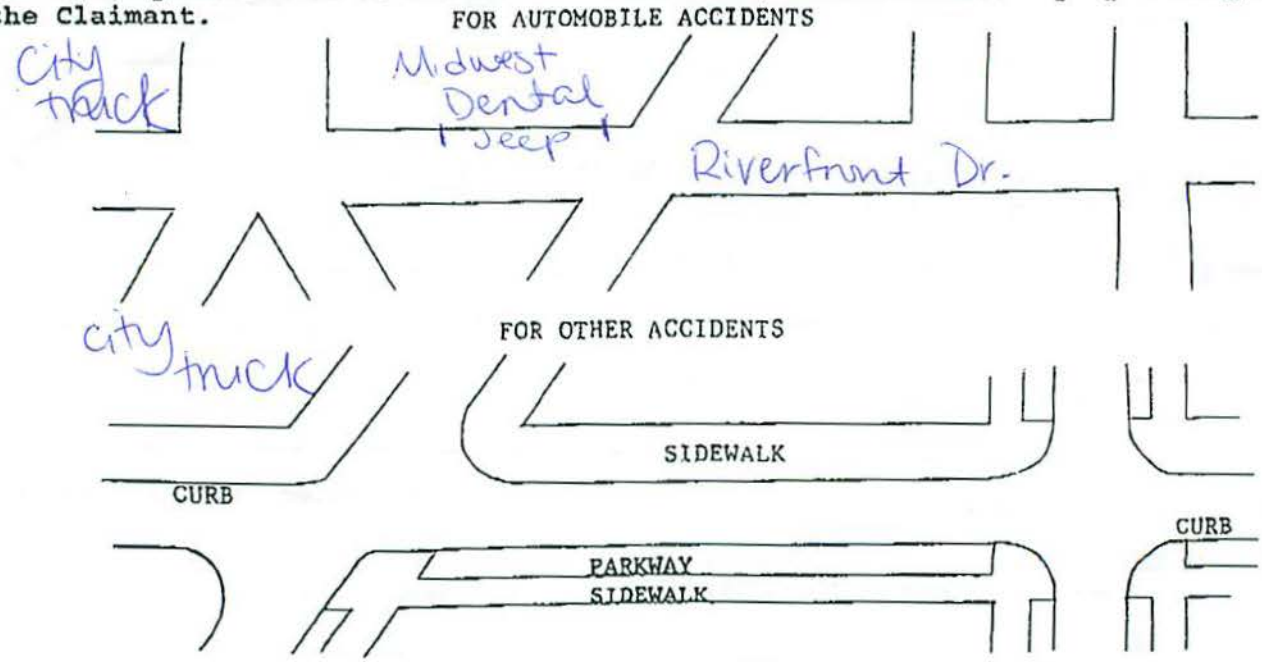
Make: Jeep Model: Compass Year: 2008 Mileage:

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: Mindy Reynolds Date: 3/31/14

DATE RECEIVED 3-31-14 RECEIVED BY LS Schroeder

CLAIM NO. 29-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAR 31 '14 PM12:50

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

DATE RECEIVED 3-31-14 RECEIVED BY LS Schneider

CLAIM NO. 29-13

MAR 31'14 PM12:50

CLAIM

Claimant's Name: Nicole Reynolds

Claimant's Address: 522 Niagara Ave. Sheboygan, WI

Claimant's Phone No. 920-946-0822

Auto	$ 2,367.55 ~~2,300~~
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	2,367.55 ~~2,300~~

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 $ ~~2,300~~ 2,367.55.

SIGNED: Nicole Reynolds DATE: 3/31/14

ADDRESS: 522 Niagara Ave.
Sheboygan, WI 53081

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

01/11/2014 05:34 AM

Owner

Owner:	NIKI REYNOLDS		
Address:	522 NIAGARA AVE	**Work/Day:**	(920)946-0822
City State Zip:	Sheboygan, WI 53081	**FAX:**	
Email:	niki.einer@gmail.com		

Inspection

Inspection Date:	01/09/2014 05:31 AM	**Inspection Type:**	Drive In
Inspection Location:	Dean's Auto Body	**Contact:**	Phil Black
Address:	1407 North 29th St.	**Work/Day:**	(920)457-5494x
City State Zip:	Sheboygan, WI 53081	**FAX:**	(920)457-6495x
Primary Impact:	Left Side	**Secondary Impact:**	
Driveable:	Yes	**Rental Assisted:**	
Appraiser Name:	PHIL BLACK	**Appraiser License # :**	

Repairer

Repairer:	Dean's Auto Body	**Contact:**	Phil Black
Address:	1407 North 29th St.	**Work/Day:**	(920)457-5494
City State Zip:	Sheboygan, WI 53081	**FAX:**	(920)457-6495
Target Complete Date/Time:		**Days To Repair:**	5

Remarks

*** Original Estimate ***

Vehicle

2008 Jeep Compass Sport 4 DR Wagon
4cyl Gasoline 2.4
5 Speed Manual

Lic.Plate:	370-HKV	**Lic State:**	WI
Lic Expire:		**VIN:**	1J8FF47W68D683863
Prod Date:	02/2008	**Mileage:**	61,296
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	J2203B
Ext. Color:	STEEL BLUE MET	**Int. Color:**	
Ext. Refinish:	Two-Stage	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	PBM	**Int. Trim Code:**	

Options

4-Wheel Drive	AM/FM CD Player	Aluminum/Alloy Wheels
Anti-Lock Brakes	Center Console	Dual Airbags
Electronic Transfer Case	Fog Lights	Head Airbags

Property Snapshot Blue Harbor Resort CalcDate:03/19/14 23:38

All Props All Progs All Categories

Inventory :	246	
OOO Tonight :	2	1%
Net To Sell :	244	99%
Occ Lst Nite:	42	17%
Current Occ :	73	30%
Departures :	0	0%
Arrivals :	0	0%
Occ Tonight :	73	30%
Temp Hold :	0	0%
PreBlock Arr:	0	0%
Soft Arrival:	0	0%
Group Pickup:	5	2%
Excess Block:	0	0%
SameDay Book:	4	2%
Walk-In :	4	9%
Early Arrive:	0	0%
Early Depart:	0	0%
Stay Over :	0	0%
Xncl/No Show:	1	0
Prior NoShow:	0	
Adult Tonite:	120	61%
Child Tonite:	77	39%
Other Tonite:	0	0%

Current Housekeeping Status

	Occup		Vacant		Total	
Clean/Vacant (Blank)	0	0%	125	51%	125	51%
On Change	73	30%	48	20%	121	49%
Housekeeping Totals	73	30%	173	70%	246	100%

Current Room Activity Summary

	Arrival		Departs		Last Nite		Day Use	
NEW	0	0%					0	0%
CNF	0	0%					0	0%
INH	43	100%	0	0%	30	71%	0	0%
OUT			12	100%	12	29%	0	0%
TOTAL	43	100%	12	100%	42	100%	0	100%
Adult	82	54%	17	81%	55	82%		
Child	69	46%	4	19%	12	18%		
Other	0	0%	0	0%	0	0%		
Total	151	100%	21	100%	67	100%		

Intermittent Wipers	Power Brakes	Power Steering
Rear Spoiler	Rear Window Defroster	Rear Window Wiper/Washer
Roof/Luggage Rack	Stability Cntrl Suspensn	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	425		Mldg,Front Door Side LT	R & I Assembly				0.5	SM
2	RI	383		Mldg,Rear Door Side LT	R & I Assembly				0.5	SM
Front Bumper										
3	RI	74		Front End Cover R & I	R & I Assembly				1.0*	SM
				>> >>DROP LF CORNER FOR PAINTING FENDER<<						
Front End Panel And Lamps										
4	RI	45		Lens,Side Marker LT	R & I Assembly				0.5	SM
Front Body And Windshield										
5	BR	103	13	Fender,Front LT	Blend Refinish				1.9	RF
					0.9 Blend					
					0.6 Two-stage setup					
					0.4 Two-stage					
Roof										
6	RI	429		Rail,Luggage Rack LT	R & I Assembly				0.5	SM
Front Doors										
7	I	209		Pnl,Front Door Outer LT	Repair				6.0*	SM
8	L	209		Pnl,Front Door Outer LT	Refinish				2.4	RF
					2.0 Surface					
					0.4 Two-stage					
9	RI	130		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
10	RI	229		Mirror,Outer R/C LT	R & I Assembly				0.3	SM
11	RI	227		Handle,Front Door Otr LT	R & I Assembly				0.5	SM
Rear Doors										
12	I	289		Pnl,Rear Door Outer LT	Repair				5.0*	SM
13	L	289		Pnl,Rear Door Outer LT	Refinish				2.3	RF
					1.9 Surface					
					0.4 Two-stage					
14	RI	325		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										
15	BR	163		Panel,Bodyside Otr Upr LT	Blend Refinish				0.8	RF
					0.5 Blend					
					0.3 Two-stage					
16	BR	411		Panel,Quarter LT	Blend Refinish				1.3	RF
					0.9 Blend					
					0.4 Two-stage					
17	SB	395		Glass,Quarter Vent T LT	Sublet Repair	$85.00*				SM
				>> >>R&I GLASS TO REFINISH QUARTER<<						
Rear Bumper										
18	N	556		Rear Bumper Cover R&I	Additional Labor				0.8	SM
Rear Body, Lamps And Floor Pan										

Property Snapshot Blue Harbor Resort CalcDate:03/19/14 23:38

All Props All Progs All Categories

Current Housekeeping Status Codes

Clean/Vacant	125	51%
H/K Hold	12	5%
Inspection Nee	0	0%
Inspection Nee	0	0%
New Check In	43	17%
Occupied Dirty	1	0%
Pickup	0	0%
Room Attendant	1	0%
Stayover/Occ-C	29	12%
Tour Rooms	5	2%
Vacant Dirty	28	11%
Out of Order	2	1%

NEW & CNF Arrival Guarantee Codes

Blank Code	0	0%
Advanced Depos	0	0%
Direct Bill	0	0%
Group Pays Roo	0	0%
Hold - Guarant	0	0%
Manager Guaran	0	0%
Non-Guaranteed	0	0%
One Hour Hold	0	0%
Group Pay All	0	0%

Current Out-Of-Order Room Status Codes

Carpet	0	0%
Deep Clean	0	0%
Electrical	0	0%
Group Block	0	0%
Out of Inv	0	0%
Lodge Imprv	1	0%
Mechanical	1	0%
Plumbing	0	0%
Room Rehab	0	0%
Sect. Close	0	0%
Tour Rms	0	0%
VIP Hold	0	0%
Water Damag	0	0%

19	RI	533	Lens,Taillamp LT	R & I Assembly		0.3	SM

Manual Entries

20	L	M14	Corrosion Protection	Refinish		0.2*	RF
21	EC		Cover car exterior	Replace Economy	$5.00*	0.2*	SM
22	N		De-Nib and polish	Additional Labor			SM*
23	N		Hazad, waste	Additional Labor	$5.00*		SM
24	N		CLEAN & RETAPE DOOR MLDG	Additional Labor	$5.00*	0.3*	SM*
25	N		CLEAN & RETAPE R/DR MLDG	Additional Labor	$5.00*	0.3*	SM*

25 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		$20.00	
Paint Materials		$320.40	
Parts & Material Total			$340.40
Tax on Parts & Material	@ 5.000%		$17.02

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$58.00	4.7	12.4	17.1	$991.80
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	8.9		8.9	$516.20
Paint Materials	$36.00				

Labor Total	26.0 Hours		$1,508.00
Tax on Labor	@ 5.000%	$75.40	
Sublet Repairs		$85.00	
Tax on Sublet	@ 5.000%	$4.25	
Gross Total			**$2,030.07**
Net Total			**$2,030.07**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53081 Default
SPPL Yes Zip Code: 53081 Default

Audatex Estimating 7.0.123 ES 01/11/2014 05:46 AM REL 7.0.123 DT 11/01/2013 DB 12/15/2013
Copyright (C) 2013 Audatex North America, Inc.

**2.5 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.**

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

RUBICON

Support email: mvsupport@RubiconGroup.com Telephone: +678.553.1950 (US) or +44.845.363.1147 (Europe)

By Date and LOS

Properties: Blue Harbor Resort, Grand Geneva, Great Wolf Lodge , Holiday Inn Express, Inn On Woodlake, Keylime Cove Water Resort, Tundra Lodge, Timber Ridge Lodge And Waterpark

Dates: Mar 19, 2014-May 11, 2014, any day of week
Products: Any Non-Qual,
Sources: GDS Rates

User/Profile [Request Id]: bluegl / BLUEGL

Details

Length of Stay: 1, 2
Guests: 1
Room Type: Any
Accommodations: Any

Options

Shop Data Age: 7
Currency: USD
Rates as of Date: Mar 19, 2014
Rate Changes (days prior): 2
Display Options: Rate Change

Exceptions

Exceptions

GDS Rates, Any Non-Qual

	Los	Blue Harbor Resort	Grand Geneva	Great Wolf Lodge	Holiday Inn Express	Inn On Woodlake	Keylime Cove Water Resort	Tundra Lodge	Timber Ridge Lodge And Waterpark	Last Shop Datetime
Wed Mar-19-2014	1	119.99	CLOSED	249.99	119.04	136.00	144.95	129.95	169.00	Mar 19, 2014 04:21:45
	2	119.99	CLOSED	249.99	119.04	136.00	144.95	149.95	169.00	Mar 18, 2014 21:22:18
Thu Mar-20-2014	1	119.99	159.00	249.99	[-4.80] 109.44	136.00	144.95	149.95	169.00	Mar 19, 2014 04:21:47
	2	[+20.00] 189.99	169.00	249.99	[-4.80] 109.44	136.00	219.95	CLOSED	199.00	Mar 18, 2014 21:22:18
Fri Mar-21-2014	1	[+20.00] 189.99	179.00	269.99	[-4.80] 99.84	136.00	219.95	CLOSED	CLOSED	Mar 19, 2014 04:21:43
	2	[+150.00] 399.99	[-30.00] 179.00	269.99	[-4.80] 99.84	136.00	219.95	CLOSED	249.00	Mar 18, 2014 21:22:19
Sat Mar-22-2014	1	[+110.00] 399.99	[-30.00] 179.00	349.99	[-4.80] 99.84	136.00	CLOSED	CLOSED	CLOSED	Mar 19, 2014 04:21:46
	2	[+150.00] 399.99	[-30.00] 179.00	349.99	[-4.80] 99.84	136.00	[-30.00] 189.95	CLOSED	279.00	Mar 18, 2014 21:22:20
Sun Mar-23-2014	1	[+20.00] 199.99	179.00	299.99	[-8.36] 104.64	136.00	189.95	149.95	CLOSED	Mar 19, 2014 04:21:47
	2	[-10.00] 199.99	179.00	299.99	[-8.36] 104.64	136.00	189.95	149.95	CLOSED	Mar 18, 2014 21:22:20
Mon Mar-24-2014	1	[-10.00] 199.99	179.00	329.99	[+6.04] 119.04	136.00	189.95	149.95	CLOSED	Mar 19, 2014 04:21:46
	2	[-10.00] 199.99	179.00	329.99	[+6.04] 119.04	136.00	189.95	149.95	CLOSED	Mar 18, 2014 21:22:21
Tue Mar-25-2014	1	[+10.00] 189.99	179.00	299.99	113.00	136.00	189.95	149.95	CLOSED	Mar 19, 2014 04:21:44
	2	[+10.00] 189.99	179.00	299.99	113.00	136.00	189.95	149.95	259.00	Mar 18, 2014 21:22:21
Wed Mar-26-2014	1	[+10.00] 189.99	179.00	289.99	113.00	136.00	189.95	149.95	CLOSED	Mar 19, 2014 04:17:13
	2	[+30.00] 209.99	179.00	289.99	113.00	136.00	189.95	149.95	259.00	Mar 18, 2014 21:22:22
Thu Mar-27-2014	1	[+30.00] 209.99	179.00	289.99	113.00	136.00	189.95	149.95	CLOSED	Mar 19, 2014 04:17:13
	2	[+20.00] 219.99	189.00	289.99	113.00	136.00	[+30.00] 219.95	199.95	CLOSED	Mar 18, 2014 21:22:23
Fri Mar-28-2014	1	[+20.00] 219.99	199.00	289.99	[-10.00] 103.00	136.00	[+40.00] 219.95	199.95	CLOSED	Mar 19, 2014 04:17:14
	2	[+20.00] 249.99	199.00	289.99	[-10.00] 103.00	136.00	[+40.00] 219.95	CLOSED	CLOSED	Mar 18, 2014 21:22:23
Sat Mar-29-2014	1	[+20.00] 249.99	199.00	349.99	113.00	136.00	CLOSED	CLOSED	CLOSED	Mar 19, 2014 04:17:14
	2	[+20.00] 249.99	199.00	349.99	113.00	136.00	179.95	CLOSED	249.00	Mar 18, 2014 21:22:24
Sun Mar-30-2014	1	[+10.00] 189.99	199.00	229.99	113.00	136.00	169.95	149.95	CLOSED	Mar 19, 2014 04:17:15
	2	[+10.00] 189.99	199.00	229.99	113.00	136.00	169.95	149.95	249.00	Mar 18, 2014 21:22:24
Mon Mar-31-2014	1	[+10.00] 189.99	199.00	229.99	113.00	136.00	169.95	149.95	CLOSED	Mar 19, 2014 04:17:16
	2	[+10.00] 189.99	199.00	229.99	113.00	136.00	169.95	149.95	239.00	Mar 18, 2014 21:22:25
Tue Apr-01-2014	1	[+10.00] 189.99	199.00	209.99	113.00	136.00	169.95	149.95	CLOSED	Mar 19, 2014 04:17:17
	2	[+10.00] 189.99	199.00	209.99	113.00	136.00	169.95	219.95	229.00	Mar 18, 2014 21:22:26
Wed Apr-02-2014	1	[+10.00] 189.99	199.00	199.99	113.00	136.00	169.95	219.95	CLOSED	Mar 18, 2014 18:32:55
	2	[+10.00] 189.99	199.00	199.99	113.00	136.00	169.95	[+20.00] 239.95	229.00	Mar 18, 2014 21:22:22
Thu Apr-03-2014	1	[+10.00] 189.99	199.00	199.99	113.00	136.00	169.95	[+20.00] 239.95	CLOSED	Mar 18, 2014 18:32:55
	2	[+10.00] 209.99	199.00	199.99	113.00	136.00	169.95	CLOSED	229.00	Mar 18, 2014 21:22:22
Fri Apr-04-2014	1	[+10.00] 209.99	199.00	249.99	113.00	136.00	154.95	CLOSED	CLOSED	Mar 18, 2014 18:32:56
	2	[+10.00] 209.99	219.00	249.99	113.00	136.00	154.95	CLOSED	229.00	Mar 18, 2014 21:22:23
Sat Apr-05-2014	1	199.99	239.00	249.99	113.00	136.00	CLOSED	219.95	CLOSED	Mar 18, 2014 18:32:56
	2	[+10.00] 209.99	219.00	249.99	113.00	136.00	154.95	219.95	209.00	Mar 18, 2014 21:22:23
Sun Apr-06-2014	1	119.99	199.00	129.99	113.00	136.00	139.95	109.95	189.00	Mar 18, 2014 18:32:58
	2	119.99	199.00	129.99	113.00	136.00	139.95	109.95	189.00	Mar 18, 2014 21:22:24
Mon Apr-07-2014	1	119.99	199.00	129.99	113.00	136.00	[+13.99] 139.95	109.95	189.00	Mar 18, 2014 18:33:01
	2	119.99	199.00	129.99	113.00	136.00	139.95	CLOSED	189.00	Mar 18, 2014 21:22:25
Tue Apr-08-2014	1	119.99	199.00	129.99	113.00	136.00	[+13.99] 139.95	CLOSED	189.00	Mar 18, 2014 18:33:03
	2	119.99	199.00	129.99	113.00	136.00	[+13.99] 139.95	CLOSED	189.00	Mar 18, 2014 21:22:25
Wed Apr-09-2014	1	119.99	199.00	129.99	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 18:33:05
	2	119.99	219.00	129.99	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 21:22:26
Thu Apr-10-2014	1	119.99	239.00	129.99	113.00	136.00	125.96	109.95	189.00	Mar 19, 2014 04:21:51
	2	169.99	249.00	129.99	113.00	136.00	134.96	219.95	209.00	Mar 18, 2014 21:22:26

(c) 2014 Rubicon

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

Audatex
a Solera company

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	Los	Blue Harbor Resort	Grand Geneva	Great Wolf Lodge	Holiday Inn Express	Inn On Woodlake	Keylime Cove Water Resort	Tundra Lodge	Timber Ridge Lodge And	Last Shop Datetime
Fri Apr-11-2014	1	169.99	[-10.00] 239.00	[+30.00] 229.99	113.00	136.00	134.96	219.95	229.00	Mar 18, 2014 18:33:10
	2	169.99	229.00	[+30.00] 229.99	113.00	136.00	134.96	CLOSED	229.00	Mar 18, 2014 21:22:27
Sat Apr-12-2014	1	169.99	199.00	[+40.00] 249.99	113.00	136.00	134.96	CLOSED	CLOSED	Mar 18, 2014 18:33:11
	2	169.99	199.00	[+40.00] 249.99	113.00	136.00	134.96	CLOSED	219.00	Mar 18, 2014 21:22:28
Sun Apr-13-2014	1	149.99	199.00	189.99	113.00	136.00	125.96	109.95	CLOSED	Mar 18, 2014 18:33:11
	2	149.99	199.00	189.99	113.00	136.00	125.96	109.95	209.00	Mar 18, 2014 21:22:28
Mon Apr-14-2014	1	149.99	199.00	189.99	113.00	136.00	125.96	109.95	CLOSED	Mar 18, 2014 18:33:12
	2	149.99	199.00	(E) 189.99	113.00	136.00	125.96	109.95	209.00	Mar 18, 2014 21:22:29
Tue Apr-15-2014	1	149.99	199.00	189.99	113.00	136.00	125.96	109.95	CLOSED	Mar 18, 2014 18:33:12
	2	149.99	199.00	189.99	113.00	136.00	125.96	(3E) 109.95	209.00	Mar 18, 2014 21:22:29
Wed Apr-16-2014	1	149.99	199.00	189.99	113.00	136.00	125.96	109.95	CLOSED	Mar 18, 2014 18:32:57
	2	149.99	199.00	189.99	113.00	136.00	125.96	139.95	209.00	Mar 18, 2014 21:22:32
Thu Apr-17-2014	1	149.99	199.00	199.99	113.00	136.00	125.96	139.95	CLOSED	Mar 18, 2014 18:32:57
	2	179.99	199.00	199.99	113.00	136.00	134.96	179.95	219.00	Mar 18, 2014 21:22:32
Fri Apr-18-2014	1	179.99	199.00	219.99	113.00	136.00	134.96	179.95	CLOSED	Mar 18, 2014 18:32:58
	2	179.99	219.00	219.99	113.00	136.00	134.96	179.95	229.00	Mar 18, 2014 21:22:33
Sat Apr-19-2014	1	179.99	239.00	219.99	113.00	136.00	134.96	179.95	CLOSED	Mar 18, 2014 18:32:59
	2	179.99	219.00	219.99	113.00	136.00	134.96	179.95	219.00	Mar 18, 2014 21:22:33
Sun Apr-20-2014	1	149.99	199.00	149.99	113.00	136.00	125.96	139.95	CLOSED	Mar 18, 2014 18:32:59
	2	149.99	199.00	149.99	113.00	136.00	125.96	139.95	209.00	Mar 18, 2014 21:22:34
Mon Apr-21-2014	1	149.99	199.00	149.99	113.00	136.00	125.96	109.95	CLOSED	Mar 18, 2014 18:32:59
	2	149.99	199.00	149.99	113.00	136.00	125.96	109.95	209.00	Mar 18, 2014 21:22:34
Tue Apr-22-2014	1	149.99	199.00	149.99	113.00	136.00	125.96	109.95	CLOSED	Mar 18, 2014 18:33:00
	2	149.99	199.00	149.99	113.00	136.00	125.96	139.95	209.00	Mar 18, 2014 21:22:35
Wed Apr-23-2014	1	149.99	199.00	149.99	113.00	136.00	125.96	139.95	CLOSED	Mar 18, 2014 18:33:00
	2	149.99	199.00	149.99	113.00	136.00	125.96	139.95	209.00	Mar 18, 2014 21:22:36
Thu Apr-24-2014	1	149.99	199.00	149.99	113.00	136.00	125.96	139.95	CLOSED	Mar 18, 2014 18:33:01
	2	179.99	199.00	149.99	113.00	157.00	134.96	CLOSED	219.00	Mar 18, 2014 21:22:36
Fri Apr-25-2014	1	179.99	199.00	[+50.00] 199.99	113.00	157.00	134.96	CLOSED	CLOSED	Mar 18, 2014 18:33:01
	2	179.99	219.00	[+50.00] 199.99	113.00	168.00	134.96	CLOSED	229.00	Mar 18, 2014 21:22:37
Sat Apr-26-2014	1	179.99	279.00	169.99	113.00	168.00	134.96	CLOSED	CLOSED	Mar 18, 2014 18:33:01
	2	179.99	219.00	169.99	113.00	168.00	134.96	CLOSED	209.00	Mar 18, 2014 21:22:37
Sun Apr-27-2014	1	119.99	199.00	129.99	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 18:33:04
	2	119.99	199.00	129.99	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 21:22:38
Mon Apr-28-2014	1	119.99	199.00	129.99	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 18:33:06
	2	119.99	199.00	CLOSED	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 21:22:39
Tue Apr-29-2014	1	119.99	199.00	CLOSED	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 18:33:09
	2	119.99	199.00	CLOSED	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 21:22:39
Wed Apr-30-2014	1	119.99	199.00	CLOSED	113.00	136.00	125.96	109.95	189.00	Mar 18, 2014 18:33:06
	2	119.99	199.00	CLOSED	113.00	182.00	125.96	109.95	189.00	Mar 18, 2014 21:22:33
Thu May-01-2014	1	119.99	199.00	129.99	113.00	182.00	125.96	109.95	189.00	Mar 18, 2014 18:33:09
	2	139.99	199.00	129.99	113.00	182.00	134.96	149.95	209.00	Mar 18, 2014 21:22:33
Fri May-02-2014	1	139.99	199.00	149.99	113.00	182.00	134.96	149.95	229.00	Mar 18, 2014 18:33:11
	2	139.99	219.00	149.99	113.00	182.00	134.96	149.95	229.00	Mar 18, 2014 21:22:34
Sat May-03-2014	1	139.99	239.00	169.99	113.00	182.00	134.96	149.95	229.00	Mar 18, 2014 18:33:14
	2	139.99	219.00	169.99	113.00	182.00	134.96	149.95	209.00	Mar 18, 2014 21:22:34
Sun May-04-2014	1	119.99	199.00	129.99	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 18:33:16
	2	119.99	199.00	129.99	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 21:22:35
Mon May-05-2014	1	119.99	199.00	129.99	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 18:33:18
	2	119.99	199.00	CLOSED	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 21:22:35
Tue May-06-2014	1	119.99	199.00	CLOSED	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 18:33:21
	2	119.99	199.00	CLOSED	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 21:22:36
Wed May-07-2014	1	119.99	199.00	CLOSED	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 18:33:24
	2	119.99	199.00	CLOSED	113.00	182.00	(E) 125.96	99.95	189.00	Mar 18, 2014 21:22:36
Thu May-08-2014	1	119.99	199.00	129.99	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 18:33:26
	2	139.99	199.00	129.99	113.00	192.00	134.96	149.95	209.00	Mar 18, 2014 21:22:37
Fri May-09-2014	1	139.99	199.00	149.99	113.00	192.00	134.96	149.95	229.00	Mar 18, 2014 18:33:29
	2	139.99	219.00	149.99	113.00	192.00	134.96	149.95	229.00	Mar 18, 2014 21:22:38
Sat May-10-2014	1	139.99	239.00	169.99	113.00	192.00	134.96	149.95	229.00	Mar 18, 2014 18:33:31
	2	139.99	219.00	169.99	113.00	192.00	134.96	149.95	209.00	Mar 18, 2014 21:22:38
Sun May-11-2014	1	119.99	199.00	129.99	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 18:33:34
	2	119.99	199.00	129.99	113.00	182.00	125.96	99.95	189.00	Mar 18, 2014 21:22:39

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

CD LOG NO 3463-1 DATE 03/24/14

SHOP:

INSP DATE: 03/24/14
CONTACT: JIM MILLER

OWNER: NICOLE, REYNOLDS
ADDRESS: 522 NIAGARA AVENUE
CITY STATE: SHEBOYGAN, WI
ZIP: 53081

HOME PHONE: (920)946-0822

POINT OF IMPACT: 6

LIC#: 370-HKV STATE: WI
BODY COLOR: BLUE-GRAY
CONDITION: EXCELLENT

VIN: 1J8FF47W68D683863
MILEAGE: 62,728
ACCTNG CTL#:

DRIVEABLE: YES
PROD.DATE:

VEH. INSP#:
PAINT CODE: PBM

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

2008 JEEP COMPASS SPORT 4DOOR WAGON 4CYL GASOLINE 2.4
CODE: J2203B/B OPTNS D/24AJQ

OPTIONS:
TWO-STAGE - EXTERIOR SURFACES
4-WHEEL DRIVE
TIRE PRESSURE WRNG INDICATOR
TWO-STAGE - INTERIOR SURFACES
AIR CONDITIONING

OP	GDE	MC	DESCRIPTION		MFG.PART NO.	PRICE	AJ%	B%	HOURS	R
RI	0074		FRONT END COVER R & I		R&I ASSEMBLY				1.3	1
			drop left side							
RI	0045		LENS,SIDE MARKER	LT	R&I ASSEMBLY				0.5	1
I	0103		FENDER,FRONT	LT	REPAIR				0.5*	1
L	0103	13	FENDER,FRONT	LT	REFINISH				3.2	4
					2.2 SURFACE					
					0.6 TWO STAGE SETUP					
					0.4 TWO STAGE					

2008 JEEP COMPASS SPORT 4DOOR WAGON
CD LOG NO 3463-1

I 0207	DOOR SHELL,FRONT	LT	REPAIR		5.0*1
L 0207	DOOR SHELL,FRONT	LT	REFINISH		2.4 4
			2.0 SURFACE		
			0.4 TWO STAGE		
RI0130	W/STRIP,BELT OUTER	LT	R&I ASSEMBLY		0.2 1
RI0231	PNL,INNER DOOR TRIM	LT	R&I ASSEMBLY		1.1 1
RI0425	MLDG,FRONT DOOR SID	LT	R&I ASSEMBLY		0.8*1
	INCLUDES R/I ADHESIVE				
RI0229	MIRROR,OUTER R/C	LT	R&I ASSEMBLY		0.3 1
RI0227	HANDLE,FRONT DOOR O	LT	R&I ASSEMBLY		0.3 1
I 0287	DOOR SHELL,REAR	LT	REPAIR		5.0*1
L 0287	DOOR SHELL,REAR	LT	REFINISH		2.3 4
			1.9 SURFACE		
			0.4 TWO STAGE		
RI0325	W/STRIP,BELT OUTER	LT	R&I ASSEMBLY		0.2 1
RI0309	MLDG,REAR DOOR SIDE	LT	R&I ASSEMBLY		0.7*1
	INCLUDES R/I ADHESIVE				
RI0307	PNL,INNER DOOR TRIM	LT	R&I ASSEMBLY		0.7 1
BR0411	PANEL,QUARTER	LT	BLEND REFINISH		1.3 4
			0.9 BLEND		
			0.4 TWO STAGE		
RI0395	QTR VENT GLASS R &	LT	R&I ASSEMBLY		1.8 1
RI0556	REAR BUMPER COVER R&I		R&I ASSEMBLY		0.4*1
	DROP LEFT SIDE				
ECM14	CORROSION PROTECTION		ECONOMY PART	25.00*	1.0*4
N M60	HAZARD. WSTE. REM.		ADDNL LABOR OPERA	5.00*	1
EC	BODY REPAIR MATERIALS		ECONOMY PART	73.50*	1*
N	COVER VAN OR TRUCK		ADDNL LABOR OPERA	15.00*	1.5*1*

23 ITEMS

MC MESSAGE(S)
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

OTHER PARTS				118.50
PAINT MATERIAL				397.80
PARTS & MATERIAL TOTAL				516.30
TAX ON PARTS & MATERIAL @			5.000%	25.82

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	57.00	8.3	12.0	1,157.10
2-MECH/ELEC	75.00			
3-FRAME	65.00			
4-REFINISH	57.00	10.2		581.40
5-PAINT MATERIAL	39.00			
LABOR TOTAL				1,738.50
TAX ON LABOR		@	5.000%	86.93
SUBLET REPAIRS				
TOWING				
STORAGE				

2008 JEEP COMPASS SPORT 4DOOR WAGON
CD LOG NO 3463-1

GROSS TOTAL 2,367.55

NET TOTAL 2,367.55

SHOPLINK UN380 ES CD LOG 3463-1 DATE 03/24/14 12:29:29AM R6.37 CD 03/14
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

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

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Georgia Avenue Body Shop, Inc.

1819 Georgia Avenue
Sheboygan, Wisconsin, 53081
Phone: 920-458-3272
Fax: 920-458-3284

"Where Friends Meet By Accident" SINCE 1963

GABS IS CELEBRATING 50 YEARS, SERVING SHEBOYGAN COUNTY AND SURROUNDING COMMUNITIES WITH THEIR AUTO BODY & MECHANICAL NEEDS.

AS A THANKYOU TO THE COMMUNITY, WE ARE OFFERING FANTASTIC SPECIALS, FREE SERVICE & GIFTS TO ANYONE THAT NEEDS TO SCHEDULE REPAIRS FROM NOW UNTIL THE END OF 2013.

1) EVERY CUSTOMER, GETS 10% OFF OUR LABOR, ON ALL REPAIRS BOTH AUTO BODY & MECHANICAL.
2) EVERY CUSTOMER, GETS 5% OFF ALL PARTS & MATERIALS
3) EVERY 5TH CUSTOMER GETS A FREE OIL CHANGE & CAR WASH
4) EVERY 10TH CUSTOMER GETS 15% OFF OUR LABOR & 10% OFF PARTS
5) EVERY 14th CUSTOMER GETS 1 YEAR FREE MEMBERSHIP TO THE MOOSE LODGE
6) EVERY 25TH CUSTOMER GETS 20% OFF BOTH PARTS & LABOR
7) EVERY 50TH CUSTOMER GETS THE JOB DONE FOR HALF PRICE – (Maximum of $500)
8) EVERY 100TH CUSTOMER GETS THE JOB DONE FOR FREE – (Maximum of $1000)
9) RECEIVE 10% OFF THE STICKER PRICE ON EVERY USED CAR FROM OUR LOT
   Check out our Vehicles at www.gabsinc.com

WITH TODAY'S ECONOMY, WE DECIDED TO SAY THANK YOU, BY HELPING YOUR POCKET BOOK. GET THE JOB DONE, THIS YEAR, FOR LESS.

AN ESTIMATE & 10% DOWN PAYMENT, WHEN THE JOB IS BOOKED; IS REQUIRED IN ORDER TO RECEIVE DISCOUNTS AND/OR BECOME ELIGIBLE FOR THE 5TH, 10TH, 14th, 25TH, 50TH OR 100TH CUSTOMER.

VII

R. C. No. ___ - 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:

- 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

- 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

- 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

- 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.

_____ _____

_____ _____

_____ _____

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. 74 - 12 - 13. By CITY CLERK. July 2, 2012.

Submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

Finance
new C.C.

Susan Richards
City Clerk

DATE RECEIVED 6/20/2012 RECEIVED BY ~~Deborah Tamaccq~~

CLAIM NO. ~~14-00828480~~ 7-12

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: UNITED AUTO PARTS LLC
2. Home address of Claimant: N/A
3. Home phone number: N/A
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 3/15/2012 10:37AM
6. Where did damage or injury occur? (give full description)
   Hit while parked Accident
7. How did damage or injury occur? (give full description)
   our Insured Vehicle was parked and was hit by Sheyboygan city worker
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: C12-05065 (Sheyboygan Police)
   (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

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, RYAN SAZAMA

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

11. Name and address of any other person injured: NO

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

Auto:	$	204.13
Property:	$	
Personal injury:	$	
Other: (Specify below	deductible $	500.00
TOTAL	$	704.13

Damaged vehicle (if applicable)

Make: CHEVY Model: SONIC Year: 2012 Mileage: N/A

Names and addresses of witnesses, doctors and hospitals:

NO

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.

City of Sheboygan
driver: Brian Sandberg
1609 Parknoll Ln
Port Washington
WI 53074

SIGNATURE OF CLAIMANT _____ DATE _____

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

DATE RECEIVED 6/20/2012 RECEIVED BY Rebeka Tavarez

CLAIM NO. 1400828480

CLAIM

Claimant's Name: United Auto Parts LLC

Claimant's Address: N/A

N/A

Claimant's Phone No. N/A

Auto	$ 204.13
Property	$
Personal Injury	$
Other (Specify below)	$ 500.00 deduct
TOTAL	$ 704.13

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 $ 704.13 .

SIGNED Rebeka S Tavarez DATE: 6/20/2012

ADDRESS: The Hanover Insurance Claims Only

P.O. BOX 15149 Worcester Ma 01615-0145

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

Hanover Insurance Group.

Unsaved Work | Help | About

Go to (Alt+/) Go

Desktop
Search
Address Book
Claim (14-00828480)
Vacation
● | Pol: AW1-3168958-03 | Ins: UNITED AUTO PARTS LLC | DoL: 03/15/2012 | St: Open | Adj: F
Unit Mgr: Mark Moretti)
Actions
Summary
Workplan
Loss Details
Exposures
Parties Involved
Policy
Financials
Notes
Documents
Plan of Action
Subrogation
Litigation
History
FNOL Snapshot
Calendar

proof of payments

Check Details(Up to Financials (Total Incurred: $204.13): Checks)
SummaryTransactionsChecksFinancial Audit

Void/Stop

Check		M:
Check Number	05490189	Re
Bank Code		M:
In Payment Of	Appraised damages, less $500 deductible	
		Pa
	Robert's Rusch Autobody	Ch
Pay To The Order Of	AND UNITED AUTO PARTS LLC 1129 Indiana Ave Sheboygan,WI 53081	Tr H(Re
Primary Payee Name	Robert's Rusch Autobody	Pr
Joint Payee Name	UNITED AUTO PARTS LLC	Pr
Primary Payee Type	Vendor	Wl
Joint Payee Type	Named Insured	Ch
Payee Tax ID	39-0829344	Cr
Address	1129 Indiana Ave	Po
City	Sheboygan	Vc
State	WI	Re
Zip	53081	De
Net Amount	$204.13	To

Deduction Details		Nc
Gross Amount	$204.13	
Deductions	Deduction TypeCommentsAmount Sum:	
Details		Ap
Claimant	UNITED AUTO PARTS LLC	Da
Invoice Number		
Date of Service		
Service Description		

Payments

Pmt TypeCheck AmountRequest DateScheduled Send DateExposurePMS F					
Final	$204.1304/16/2012	04/16/2012		1	01

1, 2, 4, 5, 7

The Hanover Insurance Group® | The Hanover Insurance Company
Citizens Insurance Company of America

Subrogation Unit
PO Box 15149
Worcester MA 01615-0149
Telephone: 800-628-0250 Ext: 5817
Fax Number: 508-926-5660

May 11, 2012

CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN WI 53081

Re: Our Insured: UNITED AUTO PARTS LLC
Claim Number: 14-00828480 001
Date of Loss: 03/15/2012
Your Insured: City of Sheboygan
Your File Number: self insured

Dear Sir or Madam:

Our investigation indicated the above incident was caused by the negligence of your insured.

Enclosed are subrogation papers documenting our request for reimbursement of the following outlined payments:

Our Payment:	204.13
Deductible:	500.00
Total Claim:	704.13

Please forward your payment in the amount of $704.13.

Thank you for your cooperation in this matter.

Sincerely,

Rebeka Tanacea

Rebeka Tanacea
Recovery Specialist
Allmerica Financial Benefit Insurance Company
5817

RSTANACEA@hanover.com

Enclosures: **Appraisal/Estimate**

RECEIVED MAY 24 2012

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, ~~DAVE BIEBEL~~ Ryan Sazama

Fraud Warning Statement for all States (except as individually listed below):
Any person who knowingly presents a false, incomplete, misleading or fraudulent claim, conceals any material fact to deceive an insurance company, knowingly presents false information in an application for insurance, or assists to commit a fraud, may be subject to criminal and civil penalties.

Fraud Warning Statement for the State of Arkansas only:
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning Statement for the State of Colorado only:
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Fraud Warning Statement for the District of Columbia only:
Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Fraud Warning Statement for the State of Florida only:
Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Fraud Warning Statement for the State of Indiana only:
A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Fraud Warning Statement for the State of Kentucky only:
Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Fraud Warning Statement for State of Maine only:
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Fraud Warning Statement for State of Maryland only:
Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning Statement for State of New Hampshire only:
Any person who with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Fraud Warning Statement for State of New Jersey only:
Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Fraud Warning Statement for State of North Carolina and Tennessee only:
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Warning Statement for the State of Ohio only:
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Fraud Warning Statement for State of Virginia only:
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

04/16/2012 AT 01:51 PM 14-00-828480-1-1
103229 27NH4190

THE HANOVER INSURANCE GROUP
CENTRAL CLAIM CENTER
808 HIGHLANDER WAY
HOWELL, MI 48843
(800)628-0250X3287

ESTIMATE OF RECORD

WRITTEN BY: JENNIFER ROBERTSON 04/16/2012 01:51 PM
ADJUSTER: HILARY COPELAND (800)628-0250X6731

INSURED: UNITED AUTO PARTS LLC, CLAIM #14-00-828480-1-1
OWNER: UNITED AUTO PARTS LLC, POLICY #AW13168958
ADDRESS: 36 THIRD STREET DATE OF LOSS: 03/15/2012 AT 10:37 AM
FOND DU LAC, WI 54935 TYPE OF LOSS: COLLISION
BUSINESS: (920)923-7111 POINT OF IMPACT: 7. LEFT REAR

INSPECT PR NON_DRIVE_IN
LOCATION:

REPAIR ROBERT RUSCH BUSINESS: (920)452-8681
FACILITY: 1129 INDIANA AVE DAYS TO REPAIR
SHEBOYGAN, WI 53081 LICENSE #

2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:
VIN: 1G1JA6SH8C4113935 LIC: UNK WI PROD DATE: ODOMETER: UNK

AIR CONDITIONING	REAR DEFOGGER	TILT WHEEL
TELESCOPIC WHEEL	INTERMITTENT WIPERS	KEYLESS ENTRY
REAR WINDOW WIPER	ALARM	MESSAGE CENTER
TINTED GLASS	DUAL MIRRORS	TRACTION CONTROL
STABILITY CONTROL	REAR SPOILER	CLEAR COAT PAINT
POWER STEERING	POWER BRAKES	POWER LOCKS
AM RADIO	FM RADIO	STEREO
SEARCH/SEEK	EQUALIZER	AUXILIARY AUDIO CONNECTIO
ANTI-LOCK BRAKES (4)	DRIVER AIR BAG	PASSENGER AIR BAG
HEAD/CURTAIN AIR BAGS	FRONT SIDE IMPACT AIR BAG	REAR SIDE IMPACT AIR BAGS
COMMUNICATIONS SYSTEM	CLOTH SEATS	BUCKET SEATS
AUTOMATIC TRANSMISSION	ALUMINUM/ALLOY WHEELS	

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#		NO SUPPLEMENTS WITHOUT PRIOR APPROVAL FROM JEN ROBERTSON	1			
2#						
3		PILLARS, ROCKER & FLOOR				
4*	BLND	LT UNISIDE ASSY (STL) (SAIL PANEL)	* *		S	0.8*
5		REAR DOOR				
6	BLND	LT OUTER PANEL (STL)				1.1
7	R&I	LT BELT W'STRIP W/O CHROME			0.2	
8	R&I	LT RUN W'STRIP			0.2	
9	R&I	LT HANDLE, OUTSIDE			0.4	
10		QUARTER PANEL				

04/16/2012 AT 01:51 PM 14-00-828480-1-1
103229 27NH4190

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
11	R&I	LT UPPER QTR TRIM			0.2	
12*	RPR	LT QUARTER PANEL			3.0*	2.6*
13		REAR LAMPS				
14	R&I	LT TAIL LAMP ASSY			0.4	
15		REAR BUMPER				
16*	R&I	R&I BUMPER COVER (DROP LEFT SIDE) * *			0.5*	
17#		CORROSION PROTECTION	1	10.00		
		SUBTOTALS ==>		10.00	4.9	4.5

ESTIMATE NOTES:
FOR PAYMENT INQUIRIES PLEASE CONTACT ADJUSTER HILARY COPELAND X 6731

PARTS			10.00
BODY LABOR	4.9 HRS	@$ 54.00/HR	264.60
PAINT LABOR	4.5 HRS	@$ 54.00/HR	243.00
PAINT SUPPLIES	4.5 HRS	@$ 34.00/HR	153.00
SUBTOTAL			$ 670.60
SALES TAX	$ 670.60	@ 5.0000%	33.53
TOTAL COST OF REPAIRS			$ 704.13
ADJUSTMENTS:			
DEDUCTIBLE			500.00
TOTAL ADJUSTMENTS			$ 500.00
NET COST OF REPAIRS			$ 204.13

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR1CJ12, CCC DATA DATE 04/02/2012, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. THE SYMBOL (<>) INDICATES THE REFINISH OPERATION WILL NOT BE PERFORMED AS A SEPARATE PROCEDURE FROM THE OTHER PANELS IN THE ESTIMATE. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORED PARTS ARE DESCRIBED AS RECOR. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2012 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PART NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP. THE FOLLOWING IS A LIST OF ADDITIONAL ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED. SYMBOLS FOLLOWING PART PRICE: M=MOTOR MECHANICAL COMPONENT. S=MOTOR STRUCTURAL COMPONENT. T=MISCELLANEOUS TAXED CHARGE CATEGORY. X=MISCELLANEOUS NON-TAXED CHARGE CATEGORY. SYMBOLS FOLLOWING LABOR: D=DIAGNOSTIC LABOR CATEGORY. E=ELECTRICAL LABOR CATEGORY. F=FRAME LABOR CATEGORY. G=GLASS LABOR CATEGORY. M=MECHANICAL LABOR CATEGORY. S=STRUCTURAL LABOR CATEGORY. (NUMBERS) 1 THROUGH 4=USER DEFINED LABOR CATEGORIES. OTHER SYMBOLS AND ABBREVIATIONS: ADJ.=ADJACENT. ALGN.=ALIGN. ALU=ALUMINUM. A/M=AFTERMARKET PART. BLND=BLEND. BOR=BORON STEEL. CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION. COMP REPL=COMPETITIVE REPLACEMENT (PART). D&R=DISCONNECT AND RECONNECT. HSS=HIGH STRENGTH STEEL. HYD=HYDROFORMED STEEL. INCL.=INCLUDED. LKQ=LIKE KIND AND QUALITY. LT=LEFT. MAG=MAGNESIUM. NON-ADJ.=NON ADJACENT. NSF=NSF INTERNATIONAL CERTIFIED PART. O/H=OVERHAUL. QTY=QUANTITY. QUAL RECY=QUALITY RECYCLED (PART). QUAL REPL=QUALITY REPLACEMENT(PART). REFN=REFINISH. REPL=REPLACE. R&I=REMOVE AND INSTALL. R&R=REMOVE AND REPLACE. RPR=REPAIR. RT=RIGHT. SAS=SANDWICHED STEEL. SECT=SECTION. SUBL=SUBLET. UHS=ULTRA HIGH STRENGTH STEEL. N=NOTE(S) ASSOCIATED WITH THE ESTIMATE LINE.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE USED IN CCC PATHWAYS THAT ARE NOT PART OF THE MOTOR CRASH ESTIMATING GUIDE: BAR=BUREAU OF AUTOMOTIVE REPAIR. EPA=ENVIRONMENTAL PROTECTION AGENCY. NHTSA=NATIONAL HIGHWAY TRANSPORTATION AND SAFETY ADMINISTRATION. PDR=PAINTLESS DENT REPAIR. VIN=VEHICLE IDENTIFICATION NUMBER.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 0

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 0

NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 0

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

II

Other Matters

9.7

R. O. No. 169 - 12 - 13. By CITY CLERK. October 15, 2012.

Submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr.

Image
new C.C.

Susan Richards
City Clerk

Claim # 14-12

OCT 12 '12 AM 9:47

L S Schneider

Kaster Law

735 W. Wisconsin Avenue
12th Floor
Milwaukee, WI 53233
P: 414-277-9696
F: 414-224-1411
lkaster@kaster-law.com

October 10, 2012

Via Certified Mail
City of Sheboygan
c/o City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

Re: Notice of Claim Under Wisconsin Statute §§ 893.80 and 893.82

Dear Clerk:

Enclosed please find a Notice of Claim being filed on behalf of my client, Sandra Behr. I thank you for your consideration.

Sincere Regards,

Lucas Kaster
Attorney at Law

Enclosures

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

NOTICE OF CLAIM UNDER 893.80 AND 893.82, WIS. STATS.

TO: Attorney General J.B. Van Hollen
114 East State Capitol
Madison, WI 53702-7857

Sheboygan Police Department
1315 N 23rd St., # 101
Sheboygan, WI 53081

City of Sheboygan
c/o City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

Hang Lor
Sheboygan Police Department
1315 N 23rd St., # 101
Sheboygan, WI 53081

PLEASE TAKE NOTICE that, pursuant to §§ 893.80 and 893.82, Wis. Stats., Sandra Behr, by her attorneys, KASTER LAW, 735 W. Wisconsin Ave., Twelfth Floor, Milwaukee, WI 53233, (414) 326-3270, hereby assert claims against the City of Sheboygan, Sheboygan Police Department, and Sheboygan Police Officer Hang Lor, in his individual and official capacity (hereinafter "City of Sheboygan et al.") for excessive use of force, negligence and batter in violation of Wisconsin law and the rights guaranteed by the Fourth Amendment of the U.S. Constitution and 42 U.S.C. §1983.

On or around June 14, 2012, Officer Hang Lor responded to a call near 1101 Erie Ave, Sheboygan, Wisconsin, 53081. The alleged incident occurred between Sandra Behr, her husband Ronald Behr, and the Behr's neighbors. At the time, Mrs. Behr was 68 years old and Mr. Behr was 63 years old. Mr. Behr was also confined to a wheelchair.

When Officer Lor arrived at the scene, he first spoke to the neighbors. At that time, Mr. and Mrs. Behr were on the sidewalk in their front yard. After finishing the

discussion with the Behr's neighbors, Officer Lor walked directly toward Mrs. Behr, who was causing no disruption but instead remained waiting for Officer Lor on the sidewalk in the front of her house and in full public view, knocked the cup of soda out of her hand, grabbed her arm, and threw her to the ground. Officer Lor's excessive force left Mrs. Behr with injuries to her face, mouth, arms and legs. There was no reason for Officer to believe Mrs. Behr posed any danger.

As a result of the circumstances set forth above, Mrs. Behr asserts and, unless adequately compensated by the City and Officer Lor, intends to litigate the following claims, among others:

1. By throwing Mrs. Behr to the ground without justification, Officer Lor, and thereby the Sheboygan Police department and the City, are liable for Battery, Excessive Use of Force in Arrest and negligence under Wisconsin law.

2. Officer Lor denied Mrs. Behr's right to be free from unreasonable searches and seizures in violation of the Fourteenth Amendment of the United States Constitution and 42 U.S.C. § 1983.

As a result of the substantial damages and injury caused by the wrongful conduct set forth above, Mr. and Mrs. Behr seek the following relief:

1. For Mrs. Behr's physical injuries, emotional distress, adverse psychological effects, and humiliation and embarrassment, not less than $50,000;

2. For loss of society and companionship suffered by Mr. Behr, not less than $25,000;

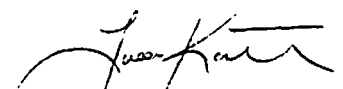
3. For the intentional and malicious violation of Mrs. Behr's constitutional rights by Officer Lor or conduct by him that was wantonly committed in reckless or callous disregard of those rights, punitive damages in an amount not less than $100,000;

4. Reasonable attorney fees, as provided by law, in an amount to be determined at the time of compensation.

The City is liable for the unlawful conduct and relief set forth above, directly, vicariously, and/or as indemnitor under Wis. Stat. § 895.46, to the extent that Officer Lor acted within the scope of his employment while carrying out his duties as a police officer or employee of the City.

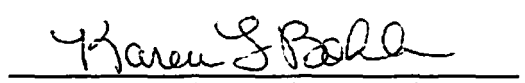
Dated at Milwauke, Wisconsin this 10th day of October 2012

KASTER LAW



Lucas Kaster
735 W. Wisconsin Ave.
Twelfth Floor
Milwaukee, WI 53233
414-326-3279

Subscribed and sworn to before me
this 10th day of October, 2012.



Notary Public/State of Wisconsin
My Commission Expires: 6/19/16

II

4.9

R. O. No. 224 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

Susan Richards
City Clerk

#23-12

LS Schneider

NOTICE OF INJURY

To: Sue Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081-4442

Stephen G. McLean, City Attorney
City of Sheboygan
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4442

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

Ryan Zinkel, Registered Agent
Sheboygan Jaycees
607 8th Street, 7th Floor
Sheboygan, WI 53081-4556

SERVED Dec 7 20 12
3:30 ___AM X PM
L JOHNS SERVICE
PER

TO THE ABOVE-NAMED PARTIES,

PLEASE TAKE NOTE:

1. Lorrie M. Kluck is an adult and resides at N1378 Highway 28, Adell, Wisconsin 53001.

2. Dennis Kluck is the husband of Lorrie M. Kluck and resides with her at the above address.

3. Lorrie M. Kluck and Dennis Kluck were injured due to the negligence of the above-named parties.

4. Drew Kluck and Devin Kluck are the minor children of Lori M. Kluck.

5. Drew Kluck and Devin Kluck were injured due to the negligence of the above-named parties.

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, DAVE KUCKUK, CHIEF HERMANN, LAURI SUHRKE

6. The circumstances of the injuries are as follows: On August 4, 2012, at approximately 4:00 p.m., at the Kiwanis Park located at 726 North 17th Street, Sheboygan, Wisconsin, Lorrie M. Kluck slipped on an artificial accumulation of water, causing her to fall backward, striking her head on a steel door.

7. The above-named parties were negligent in failing to maintain a safe place in violation of the Wisconsin Safe Place Statute; in failing to properly inspect, maintain and manage said premises; and in failing to warn of the dangerous condition of said premises.

8. As a direct and proximate result of the negligence of the above-named parties, Lorrie M. Kluck suffered a concussion and strain and sprain of the musculoligamentous structures about the entire body, mental anxiety and distress, and other personal injuries, including past and future pain and suffering and disability; incurred past and future medical expenses; and incurred wage loss and loss of earning capacity.

9. As a direct and proximate result of the negligence of the above-named parties, Dennis Kluck suffered the loss of the aid, society, comfort and companionship of his wife and will continue to do so as a result of the injuries.

10. As a direct and proximate result of the negligence of the above-named parties, Drew Kluck and Devin Kluck suffered the loss of the aid, society, comfort and companionship of their mother and will continue to do so as a result of the injuries.

11. At all times material, the above-named parties owned, controlled, inspected and maintained the aforesaid premises.

12. The above-named parties had actual notice of the aforesaid incident and injuries and thoroughly investigated same.

13. This document is a Notice of Injury served on the above-parties in compliance with Wisconsin law. This document is not a claim for damages. No claim for damages is made at this time.

Dated this 7th day of December, 2012.

THE PREVIANT LAW FIRM, S.C.
Attorneys for Plaintiff

By: DAVID J. McCormick
State Bar No.: 1008865
djm@previant.com

P.O. Address:
Post Office Box 12993
Milwaukee, WI 53212
(414) 271-4500

s:\docs\klucklor\85973\m0553101.docx

II

3.6

R. O. No. 245 - 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

From new C.C

Susan Richards
City Clerk

DATE RECEIVED 1-14-13 RECEIVED BY LS Schraedley

CLAIM NO. 26-12

P.3

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: Clifford D. Ehrenreich
2. Home address of Claimant: P.O. Box 731, Sheboygan, WI 53082
3. Home phone number: 920.452.2504
4. Business address and phone number of Claimant: (See Above)
5. When did damage or injury occur? (date, time of day) 9.15.12 / 9.16.12 (10P.M. TO 2A.M.)
6. Where did damage or injury occur? (give full description) At the Endzone, (Sidewalk Area) 904 Indiana Ave., Sheboygan, WI
7. How did damage or injury occur? (give full description) Due to excessive force resulting from misunderstanding with police/ endzone personnel. [Please see attached sheets P.1 & P.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: Sheboygan Police Officer(s) / others.
   (b) Claimant's statement of the basis of such liability: Due to photographic medical evidence / injuries. [Please see attached sheets]
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: The Endzone / sidewalk area.
   (b) Claimant's statement of basis for such liability: Please see attached sheets. [P.1, P.2, more]

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

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"). P.4

HEAD, ARMS, LEG (BACK, SHOULDER) INJURIES, CONTUSIONS, HEMOTOMA, BROKEN WRIST (SCAPHOID) AND STITCHES. [PLEASE SEE ATTACHED SHEETS, P.1, P.2, MORE.]

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: $_____ (AMOUNTS ACCRUING)

Personal injury: $_____ x - PENDING

Other: (Specify below $_____

Total x

Damaged vehicle (if applicable)

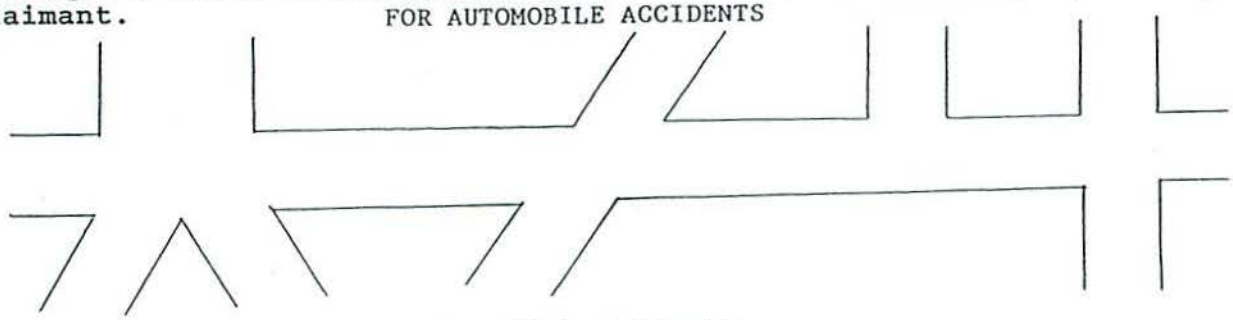
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

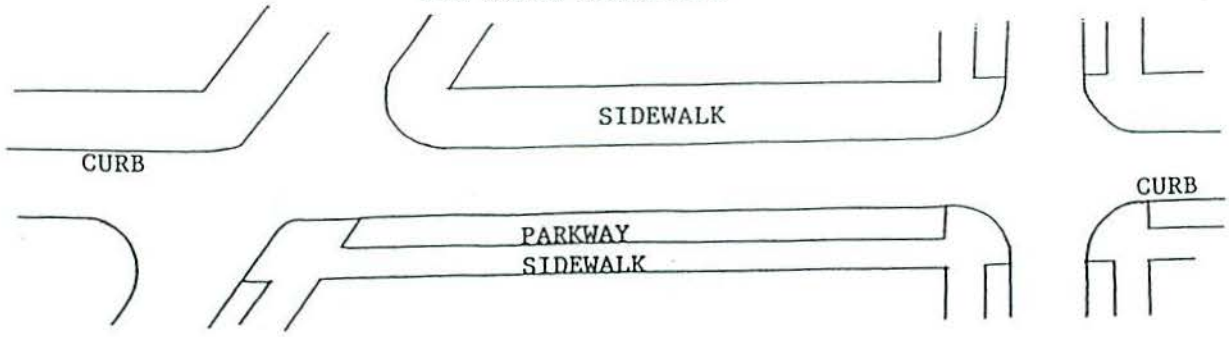
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Clifford Ellerman

Date: 1/10/13

DATE RECEIVED 1-14-13 RECEIVED BY LS Schroeder

CLAIM NO. 26-12 P.5

CLAIM

Claimant's Name: CLIFF D. EHRENREICH

Claimant's Address: P.O. BOX 731
SHEBOYGAN, WI 53082

Claimant's Phone No. 920·452·2504 <OR> 920·698·1381

Auto $

Property $

Personal Injury $ [PENDING]

Other (Specify below) $

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.

*=ALL DAMAGES ASSOCIATED WITH THE INJURIES WHICH ALSO INCLUDE THOSE ASSOCIATED WITH THE GATHERING OF EVIDENCE, COPIES, EXCULPATORY, MEDICAL, LEGAL, OTHER. CLAIM FOR RELIEF IS STILL ACCRUING, PENDING,

SIGNED: Cliff D Ehrenreich DATE: 1.10.13

ADDRESS: P.O. BOX 731, SHEBOYGAN, WI 53082

P. 1

Wisconsin Department of Justice
DJ-LS-25 (Rev. 2/11)

TO: CITY CLERK SHEBOYGAN (P.2)

STATE OF WISCONSIN
NOTICE OF INJURY AND CLAIM
Pursuant to Wis. Stat. Section 893.82

This notice must be served upon the Attorney General by certified mail within 120 days of the event giving rise to the claim for such injury, damage or death at 114 East, State Capitol, Madison, Wisconsin 53707-7857.

Claimant's Name	
CLIFF D. EHRENREICH	
Address: P.O. BOX 731, SHEBOYGAN, WI 53082	Phone: 920·452·2504
Time and Date of Occurrence: 9·15·12 / 9·16·12 [BETWEEN 10PM, TO 2AM.]	Location: IN FRONT OF ENDZONE [SIDEWALK AREA] 904 INDIANA AVE., SHEBOYGAN, WI

Statement of Circumstances Giving Rise to the Claim for Such Injury, Damage or Death and Names of Persons Involved, Including Name(s) of State Officer(s), Agent(s) or Employee(s).

ON THE ABOVE INDICATED TIME, DATE, AND PLACE, I WAS PUSHED & ASSAULTED SEVERAL TIMES. THIS OCCURED AS A RESULT OF A MISUNDERSTANDING AND RESULTING ACTION ON THE PART OF THE BAR OWNER OF THE ESTABLISHMENT AND THE SHEBOYGAN POLICE DEPARTMENT (PAT, OTHERS). THE OFFICERS, MENTIONED IN THE POLICE REPORT, PRESENT AT THE TIME OF INCIDENT WERE BRANDON KEHOE, M. STETTER, AND RYAN WALLOCH. AS A RESULT OF THIS, I HAD SUSTAINED A BROKEN WRIST (SCAPHOID), SEVERE HEAD LACERATIONS (AT LEAST 7 STITCHES, REQ'D. DOWN TO SKULL), HEMOTOMA (BRAIN CLOT, BLOOD), AND MULTIPLE CONTUSIONS OVER ARMS, LEGS, AND HEAD. THESE INJURIES RESULTED IN SURGERY. AT THE TIME OF THIS, THERE IS (BACK, SHOULDER, OTHERS ALSO)

(If additional space is needed, continue on backside of this notice form.) * [OVER - P.2] →

* NOTE: → [ALSO SEE ATTACHED SHEETS.]

I certify that the above-described injury, damage or death actually occurred, that I have read the above foregoing notice of injury and claim, and that the same is true to my own knowledge except as to those matters stated upon information and belief and as to those matters, I believe the same to be true.

Date: 1·10·13

Signature of Claimant

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public, State of Wisconsin

My Commission: _____

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDEN

AT THE TIME OF THIS WRITING I STILL HAVE NOT ATTAINED FULL USE OF THE HAND. I HAVE INCURRED HUGE EXPENSES AND TOTALLY LOST MY INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY. UNDER ACTION 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK
ROOM 100
828 CENTER AVE,
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

SINCERELY,

CLIFF D. EHRENREICH

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDE

AT THE TIME OF THIS WRITING I STILL HAVE NOT ATTAINED FULL USE OF THE HAND. I HAVE INCURRED HUGE EXPENSES AND TOTALLY LOST MY INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY. UNDER ACTION 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK
ROOM 100
828 CENTER AVE,
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

SINCERELY,

CLIFF D. EHRENREICH

6497

APS Cassette No. / Twin Check

Sign up at Walgreens.com/email for special photo deals and coupons!

1000

Ehrenreich, Carol 514285
(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 24 exp
1HR

09/17/12 02:26 PM Store #6570
ARDITH

PICKUP TIME: 09/17/12 03:44 PM

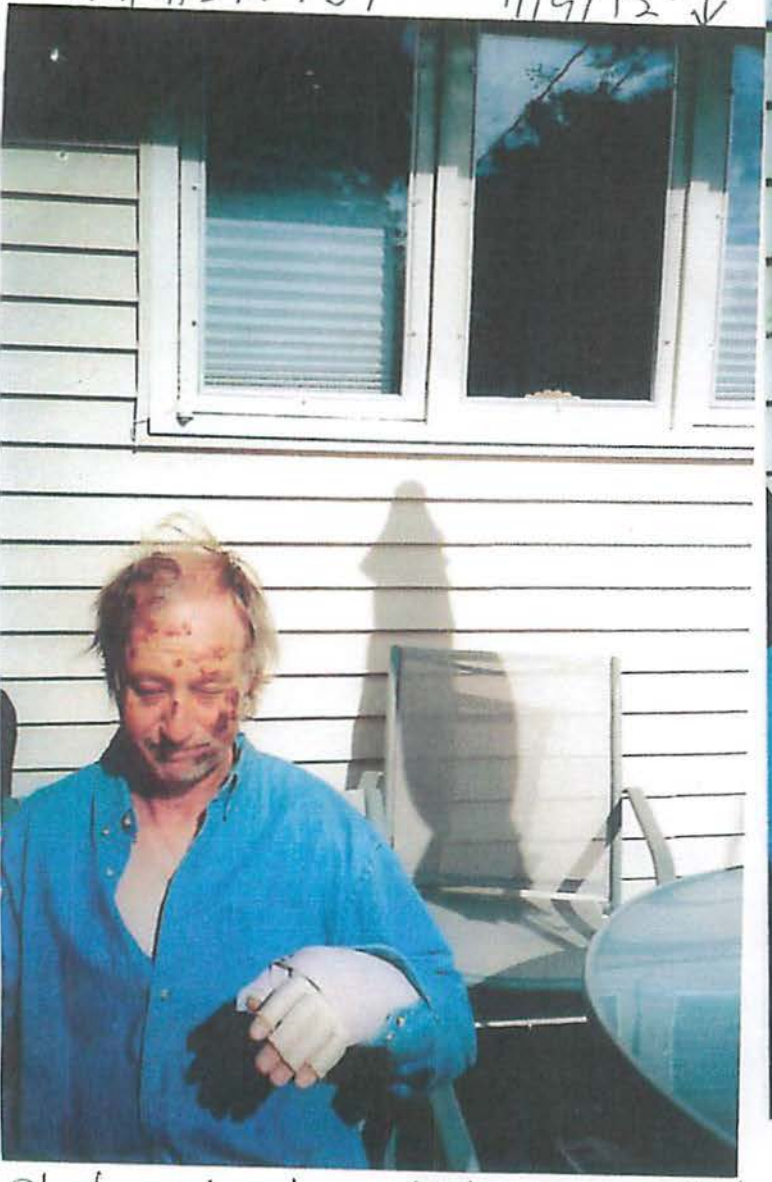
4 90015 14285 0

$13.98

ONE HOUR

Photo date: 9/17/12 Monday

Film #514739 9/19/12



Wednesday 9/19/12

Photo 9/19/12 After appointment with Dr. DeRoos, Orthopedic. New soft cast; blood matted hair.

Photo Date:
9/16/12 Sunday
8:30 am

Leg abrasions.

forehead- stitched laceration, abrasions, contusions, left scaphoid wrist fracture in soft cast, blood soaked shirt, bloodmatted hair, egg bump, etc left brain hematoma

pg #1

9/16/12 Sunday 8:30 am blood soaked shirt, blood matted hair, 7 stitches to forehead laceration, scaphoid left wrist fracture, etc.

cliff's blood exterior Sidewalk at The End Zone Sports Bar

Incident on 9/15/12 around 11 pm - 11:30pm assault by Sheboygan Police Office

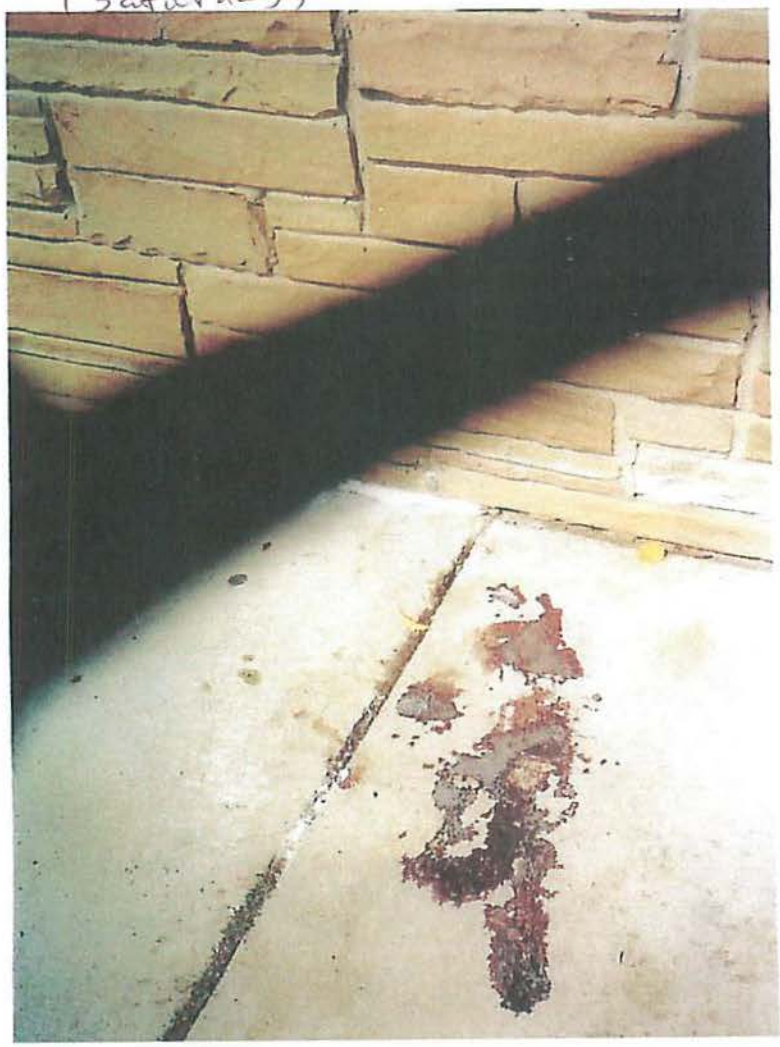
film #514244

9/16/12 9am Photo of Cliff's parallel parked car.

#2

Photo date 9/16/12 9am Sunday

Cliff's blood on sidewalk next to exterior wall of End Zone where incident occurred on 9/15/12 (Saturday) about midnight or 11:30pm approximately.



PJ #6

same day pickup Create assorted ... pick them up – all in the same day.*

* Collage Prints * Ph... Posters * Photo Cards

Sign up at Walgreens.com/email for special photo deals and coupons!

...orth a Print

...ous photo shoots –

Ehrenreich, Carol
(920)452-2504

1109
514739

1HR - 2 Sets of 35mm 4x6 Glossy 27 exp
1HR

09/29/12 06:53 PM Store #6570
AMANDA

PICKUP TIME: 09/29/12 02:24 PM

48

ONE HOUR

$13.99

Photo date: 9/16/12 9am Sunday

The End Zone Sports Bar Entrance
Site of Cliffs assault by officer 9/15/12.
(pg#3)

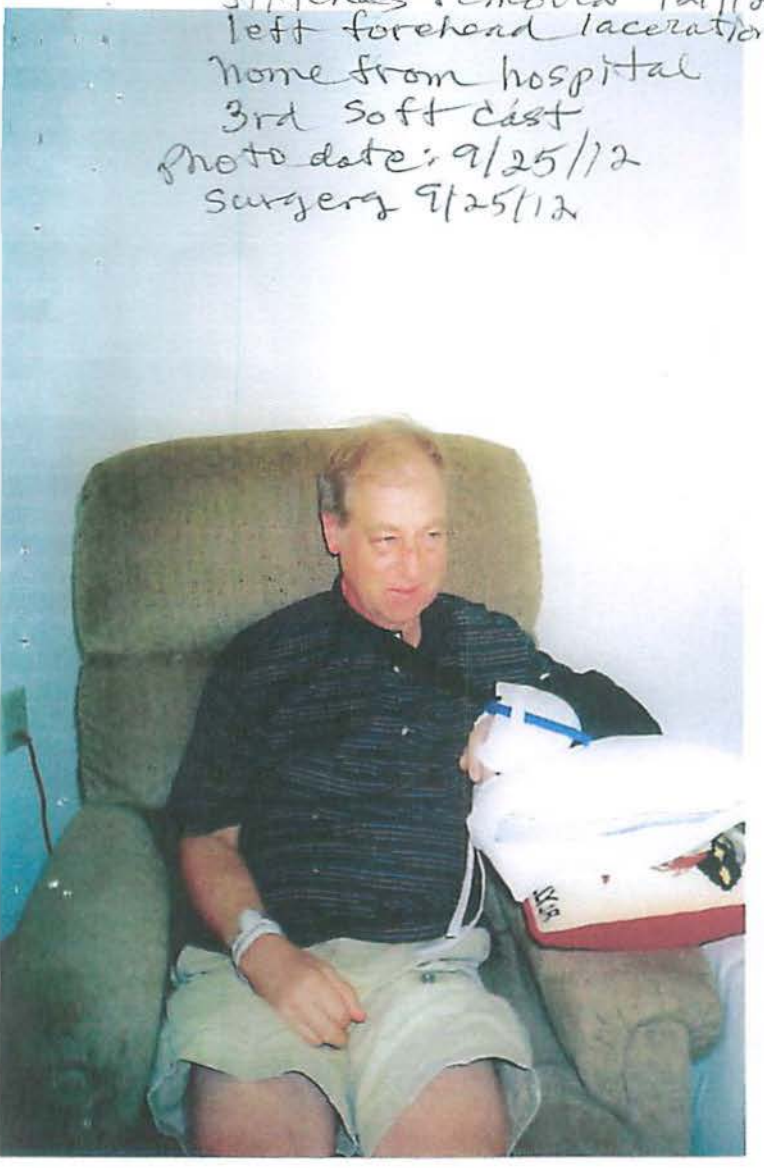
(Cliffs Blood)

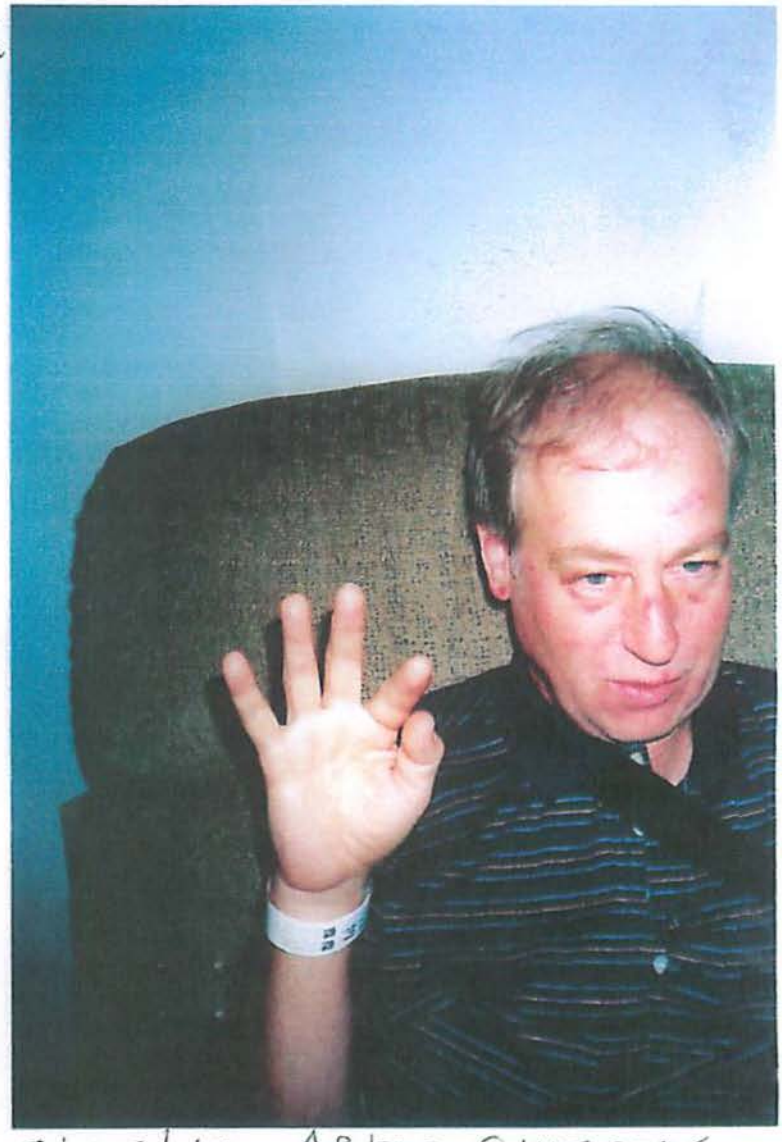
Photo date
9/16/12 Sunday

Entrance to
The End Zone
Sports Bar

904 Indiana Ave.

stitches removed 9/21/12
left forehead laceration
home from hospital
3rd soft cast
Photo date: 9/25/12
Surgery 9/25/12





9/25/12 After Surgery
at Plymouth Aurora Surgical Center
Pin Screw to hold broken bones

Leg abrasions

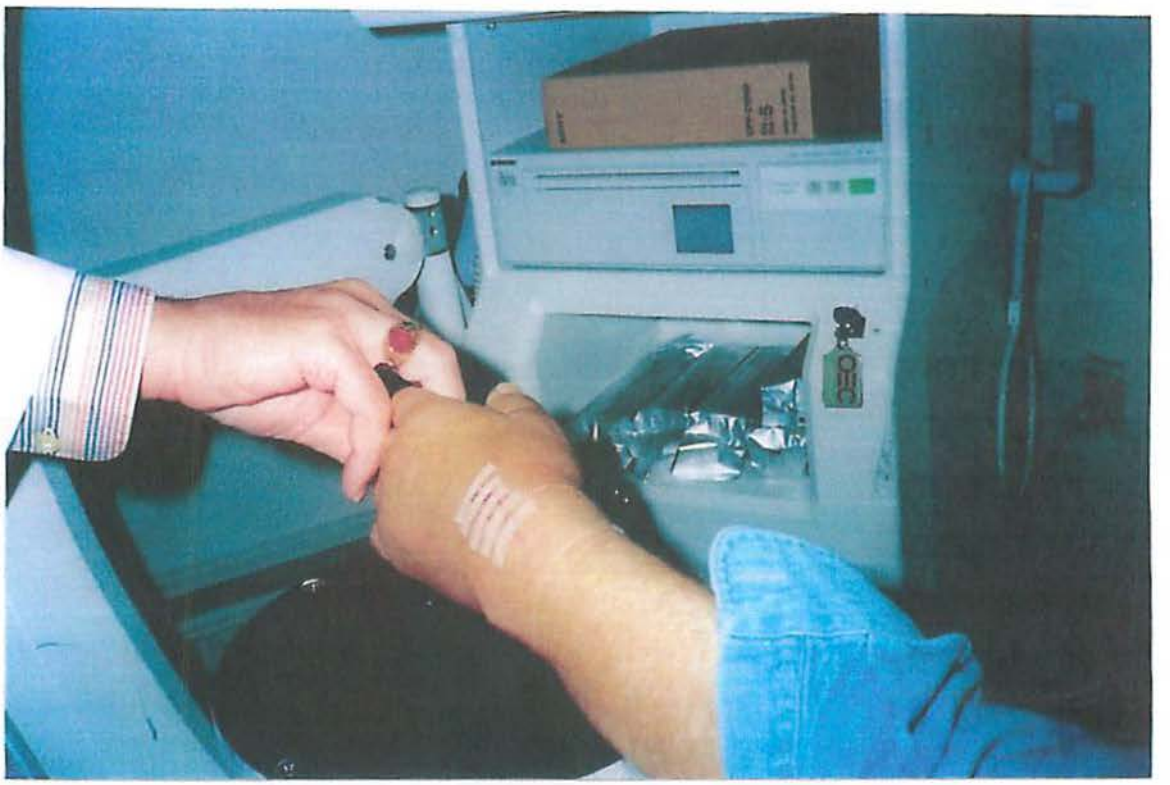
Film 5/6526 Photo date 10/23/12
Sports Medicine - occupational therapy
Aurora Sheboygan Memorial Hospital
on 10/15/12 wrist stitches removed at Dr. DeRoos appointment.

10/15/12 occupational therapy after stitches removed.

10/25/12 occupational therapy - 2 times a week.
continued through December -
end of year (pending Dr. appointment.

film 5/6-6
Photos follow up Nov. 5 with Dr. DeRoos
xrays, new glove, swollen hand

Dr DeRoos Xraying Cliffs hand; check pin and bones.



Film 5126526 New Glove
NOV. 2012

Left hand swollen.

Photo date Nov. 2012
New soft cast

NOV. 2012

Swollen left hand

Home Therapy

Photo date: 9/19/12 Wednesday film 514739

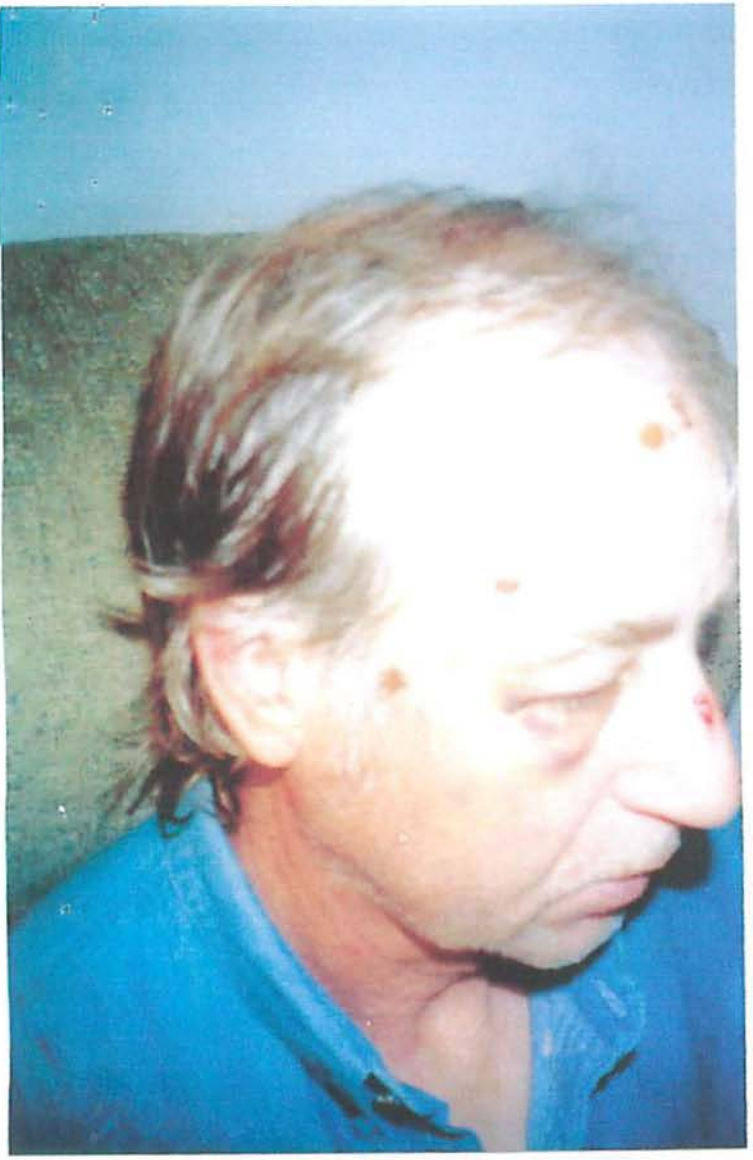


Photo date 11/5/12

VI

6.9

R. C. No. 447 - 12 - 13. By FINANCE. April 3, 2013.

Your Committee met and discussed the following:

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.

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.

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.

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.

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 Mtg CC

(4/14/14)

IV

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

R. C. No. ___ - 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.

_____ _____

_____ _____

_____ _____

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 Schiedl
828 Center Avenue, Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

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

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, wl., 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

STATE OF WISCONSIN CIRCUIT COURT branch ___ SHEBOYGAN COUNTY

DONALD W. KENISTON,

1429 S 11th St,

sheboygan, Wi. 53081

Plaintiff

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

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.

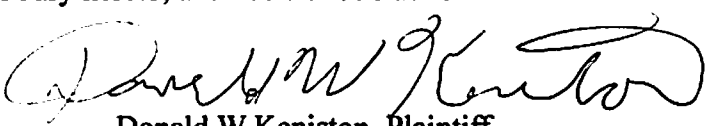
DAMAGES AND PRAYER FOR RELIEF

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 Jicksche
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 a "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

_____ (Seal) -Borrower

SSN:

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 Jensen

MARK JENSEN, ASSISTANT SECRETARY
NORWEST MORTGAGE, INC.

[redacted]

VOL 1654 PAGE 678

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.

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	☒ 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 G 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 Lot Number Nine (9) in Block Number (8) of Assessment Subdivision Number Eighteen (18) in the City of Sheboygan, according to the SEE ATTACHED ADDENDUM DESCRIPTION

such Mortgage having been given to secure payment of FORTY-ONE THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 ($41,625.00) (Amount of Original Principal Amount) which Mortgage is of record in Book/Volume No. 1654 at page 679/684 (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 said 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

Witness

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 Mortgage, Inc.

NOTARY PUBLIC STATE OF WISCONSIN

Comm. 4-1-2001

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:

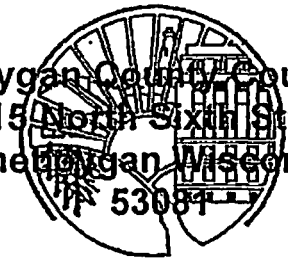
SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

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
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

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

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

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

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

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

Name of Homeowner(s):_____

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

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

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

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

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

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

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

   If yes, with whom have you met? _____

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

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

   _____

   _____

   _____

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

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

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

   _____

   _____

   _____

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

   What language? _____

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

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

_____ _____

Property Owner's Signature Date

VI

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

Your Committee to whom was referred R. O. No. 334-11-12 by the City Clerk (attached to R. C. No. 393-11-12 by Special Committee on Risk Management, then attached to R. C. No. 447-12-13 by Finance) submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Sec. 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works; recommends that the documents be referred the Finance 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

6.1

R. C. No. 393 - 11 - 12. By SPECIAL COMMITTEE ON RISK MANAGEMENT.
April 16, 2012.

Your Committee to whom was referred the following:

acted on 5/21/12

1. R. C. No. 444-10-11 by Special Committee on Risk Management submitting various claims;

action 12/2/13

2. R. O. No. 273-11-12 by the City Clerk submitting a claim from Elaine Arpke for alleged injuries when she fell at the Sheboygan Senior Activity Center;

acted on 3/3/14

3. R. O. No. 379-11-12 by the City Clerk submitting a communication from Atty. William S. Cole being a Notice of Claim in the matter of the Sheboygan River Dredging Project; and

4. R. O. No. 334-11-12 by the City Clerk submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Sect. 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works;

recommends that the documents be referred to the Special Committee on Risk Management of the new Common Council.

Risk mgmt cmte new

new (done 4/14/14)

Julie Kath

DH

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

19-10

R. O. No. 334 - 11 - 12. By CITY CLERK. January 3, 2012.

Submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Section 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works.

Susan Richards
City Clerk

Refer to new C.C.

Claim # 26-11

WRITTEN NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO SECTION 893.80(1)(a), WIS. STATS. (1995-96)

TO: Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue
Suite 304
Sheboygan, WI 53081

Process Server: Bruce Lemmer
Time: 12:40 pm Date 12/27/11
Address of serve 828 Center Avenue Suite 100 Sheboygan, WI 53081
Person Served Linda Lang Deputy Clerk

Mr. Gary Niemann
c/o City of Sheboygan Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

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

NOTICE OF CIRCUMSTANCES OF CLAIM as required by Sec. 893.80(1)(a), Wis. Stats. (1995-96), is hereby given to the City of Sheboygan that Jaime Olivas suffered personal injuries and wrongful death and has a claim therefore under the following circumstances:

1. That Jaime Olivas was an adult residing at 2216A Kroos Court, Sheboygan, Wisconsin 53081.

2. That on the 29th day of November, 2011, at approximately 8:50 a.m. Mr. Olivas was crossing North 6th Street in the City of Sheboygan, Wisconsin when he was struck and killed by a leaf collector truck operated by Gary Niemann.

3. That the City of Sheboygan was negligent for wrongful death of Jaime Olivas.

PLEASE TAKE NOTICE that this is a **Notice of Circumstances of Claim**, Sec. 893.80(1)(a), Wis. Stats. (1993-94). It is not a claim under Sec. 893.80(1)(b), Wis. Stats. (1995-96). Therefore, there is nothing for the City of Sheboygan to allow or disallow with respect to this document. There is no requirement that the Estate of Jaime Olivas file a claim, as opposed to a **Notice of Circumstances of Claim**, within 120 days of November 29, 2011. See Figgs v. City of Milwaukee, 121 Wis.2d 44, 357 N.W.2d 548 at 552 (1984).

Dated this 21 day of December, 2011.

MAILING ADDRESS:
The Law Offices of David J. Lisko, S.C.
14170 W. Greenfield Avenue
Brookfield, WI 53005
(262) 785-9400

LAW OFFICES OF DAVID J. LISKO S.C
Attorneys for Jaime Olivas (Deceased)
Estate of Jaime Olivas

David J. Lisko
State Bar No. 1005056

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, DAVID BIEBEL

VI

R. C. No. ___ - 13 - 14. By STRATEGIC FISCAL PLANNING. April 14, 2014.

Your Committee to whom was referred R. O. No. 298-13-14 by the City Clerk submitting a communication from Atty. Bohrofen on behalf of the Hayssen Family Foundation, Inc., demanding the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc., to the City of Sheboygan; recommends that the document be referred to the Strategic Fiscal Planning Committee of the new Council.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 298 - 13 - 14. By CITY CLERK. March 3, 2014.

Submitting a communication from Atty. Bohrofen on behalf of the Hayssen Family Foundation, Inc., demanding the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc., to the City of Sheboygan.

Strategic plan.

Susan Richards

City Clerk

RohdeDales LLP
Attorneys and Counselors

February 19, 2014

VIA HAND DELIVERY

William P. Te Winkle
David O. Gass
K. Allan Voss
Anthony J. Resimius
R. T. Melzer
Richard L. Binder
Eldon L. Bohrofen
Michael J. Vowinkel
Beth A. Froelich
Ryan J. Zinkel
Stephanie E. Malis

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

Re: Hayssen Family Foundation, Inc.

Dear Ms. Richards:

Our law firm has been retained by the Hayssen Family Foundation, Inc. to demand the reversion of real estate described in the attached legal description because of the breach of covenants contained on the deed dated August 20, 1987 from the Hayssen Family Foundation, Inc. to the City of Sheboygan (a copy of which is also attached). The restrictive covenants breached include a requirement of no more than 15 acres to be utilized for non-industrial use of the property conveyed. The foundation has secured an appraisal from a commercial appraisal firm that verified most of the property has been leased for agricultural purposes for a number of years. In addition, there was a requirement for appropriate signage along public roadways identifying the property as the William A. Hayssen Industrial Park. On platting the property as the William A. Hayssen Industrial Park, and thereafter, the City was to maintain appropriate sign(s) identifying the property as the William A. Hayssen Industrial Park. There is currently no such signage which is also a breach of the covenants. In addition, the City was required to provide reasonable acceptable landscaping for an industrial park, another breach of covenant.

Upon communication with Steve McLean, City Attorney, I have been informed there are no plans for an industrial park on the property conveyed. Thus, the Foundation is seeking, as soon as possible, the reversion of the property to Hayssen Family Foundation, Inc. Please advise when we can have the necessary conveyance of the property to the Hayssen Family Foundation, Inc.

Sincerely yours,

Eldon L. Bohrofen

ELB/gap
Enclosure
pc: Stephen G. McLean (via hand delivery)

607 N. 8th St.
7th Floor
Sheboygan, WI
53081-4556

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

DESCRIPTION EXHIBIT

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 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-eights of the West one-half of the Northeast Quarter (E 3/8 W 1/2 NE1/4) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Town of Sheboygan, Sheboygan County, Wisconsin, 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 the 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 00°56'25" W. a distance 889.40 feet to a one inch iron 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 NW¼ NE¼ said Section 6; thence North 00°30'12" W. along the E. line of the NW ¼ NE ¼ said Section 6, a distance of 889.20 feet to the point of beginning and containing 5.1900 acres of land including therein the North 33 feet lying in the right of way of Playbird Road.

EXCEPTING THEREFROM the lands conveyed to SHEBOYGAN COUNTY, a municipal corporation, by the following:

DEED BY CORPORATION recorded in Volume 1385 of Records on page 592 as Document Number 1424068 (CTH "Y" right of way in NE¼ & SE¼ of NE¼); and
DEED BY CORPORATION recorded in Volume 1385 of Records on pages 593-594 as Document Number 1424069 (Wetland area in SE¼ NE¼)

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 PM., and
Recorded in Vol. 1062
of Deeds on page 936/7
Darlene J. Mavis
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 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 (SE¼) of the Northeast Quarter (NE¼) of Section Six (6), Township Fifteen (15) North, Range Twenty-three (23) East, Sheboygan County, Wisconsin.

-ALSO-

55 W24 #2426 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 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 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)

NOTARY PUBLIC STATE OF WISCONSIN

QUIT CLAIM DEED — STATE BAR OF WISCONSIN FORM No. 3 — 1982 — Wisconsin Legal Blank Co., Inc. Milwaukee, Wis.

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 5.1900 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.

XI Other Matters 8.8

Res. No. 161 - 13 - 14. By Alderperson Hammond. April 2, 2014.

A RESOLUTION authorizing the City Clerk to move various City of Sheboygan wards to new polling places for all future elections.

WHEREAS, Section 5.25(3), Wis. Stats, requires the governing body to establish polling places at least 30 days before the election, and Section 5.25(5)(c) authorizes the electors of more than one ward to vote at a single polling place.

WHEREAS, the costs of running elections in the City of Sheboygan continues to rise, and

WHEREAS, the City Clerk has determined that, in order to save taxpayers money, the polling places can be reduced from 16 locations to 10 locations, combining the 26 wards into the 10 locations.

RESOLVED: That the Common Council of the City of Sheboygan hereby designates the following as the new polling locations starting with the August 12, 2014 Fall Primary and for all future elections:

Ward 1	Quarryview Center, Hwy 42 North
Ward 2	First Congregational Church, 310 Bluff Ave.
Ward 3	First Congregational Church, 310 Bluff Ave.
Ward 4	Quarryview Center, Hwy 42 North
Ward 5	Praise Fellowship, 2313 N. 31st St.
Ward 6	Praise Fellowship, 2313 N. 31st St.
Ward 7	Praise Fellowship, 2313 N. 31st St.
Ward 8	Praise Fellowship, 2313 N. 31st St.
Ward 9	Evangelical Free Church, 1710 N. 15th St.
Ward 10	Evangelical Free Church, 1710 N. 15th St.
Ward 11	First Congregational Church, 310 Bluff Ave.
Ward 12	First Congregational Church, 310 Bluff Ave.
Ward 13	Mead Library, 710 N. 8th St.
Ward 14	Mead Library, 710 N. 8th St.
Ward 15	St. Peter Claver Church, 1444 S. 11th St.
Ward 16	First United Lutheran Church, 2401 Kohler Memorial Dr.
Ward 17	First United Lutheran Church, 2401 Kohler Memorial Dr.
Ward 18	First United Lutheran Church, 2401 Kohler Memorial Dr.
Ward 19	Good Shepherd Lutheran Church, 1614 S. 23rd St.
Ward 20	St. Paul's United Church of Christ, 2114 Wedemeyer St.
Ward 21	St. Peter Claver Church, 1444 S. 11th St.
Ward 22	Good Shepherd Lutheran Church, 1614 S. 23rd St.
Ward 23	Good Shepherd Lutheran Church, 1614 S. 23rd St.
Ward 24	St. Paul's United Church of Christ, 2114 Wedemeyer St.
Ward 25	Bethany Reformed Church, 1315 Washington Ave.
Ward 26	Bethany Reformed Church, 1315 Washington Ave.

Lies over

BE IT FURTHER RESOLVED: That the City Clerk is directed to take any and all steps necessary to effectuate this resolution, including notification to all households that will be affected by this change.

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

XI

Other Matters

8.11

Res. No. 162 14 - 13. By Alderpersons Hammond, VanderWeele Heidemann and Carlson. April 14, 2014.

A RESOLUTION amending Res. No. 125-13-14 relating to the FY 2014 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, $823,027 in entitlement Community Development Block Grant (CDBG) funds is allocated in 2014 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities, and

WHEREAS, the Strategic Fiscal Planning Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds, and

WHEREAS, the Strategic Fiscal Planning Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2014 Community Development Block Grant submission, including the various certifications for the funds, and

WHEREAS, the Strategic Fiscal Planning Committee recommends the following revisions to the funds be distributed as follows:

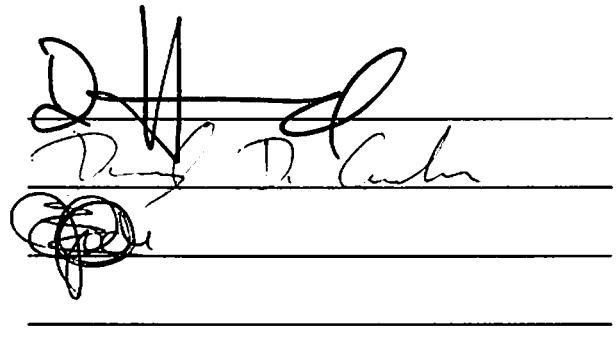
Street Improvements	$350,000
Neighborhood Imp/Historic Preservation	$145,000
NRSA No. 1 Officers	$ 30,000
Partners for Community Development	$ 17,500
Habitat for Humanity	$ 5,850
Salvation Army	$ 25,637
Sheboygan County Interfaith Organ.	$ 3,900
Family Service Association	$ 6,240
Safe Harbor	$ 6,000
Mental Health America	$ 1,950
Shoreline Metro	$ 42,493
Family Connections	$ 1,560
Tee Box, Inc.	$ 2,800
Lakeshore CAP	$ 15,592
Lakeshore Community Health Center	$ 3,900
Program Administration	$164,605

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2014 funds for the activities approved by the Strategic Fiscal Planning Committee.

Lies over.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Strategic Fiscal Planning Committee, assurances contained therein and to provide any other information requested by HUD.



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

XI

6.1

Gen. Ord. No. 60 - 13 - 14. By Alderpersons Donohue, Bohren, VanderWeele and Dassler. April 2, 2014.

AN ORDINANCE re-establishing the salary schedule for a certain designated elected officials.

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

Section 1. The following salary schedule is hereby established for the elected part-time Municipal Court Judge, effective the first payday in May each year:

2015 2.0% increase $40,800
2016 2.0% increase $41,616
2017 2.0% increase $42,448
2018 2.0% increase $43,297

Section 2. Part-Time elected officials can engage in outside business activities during normal City Hall office hours.

Section 3. This is a limited hour position; benefit eligibility is limited to WRS contributions only.

Section 4. The following salary schedule is hereby established for the elected full-time City Attorney and City Clerk, effective the first payday in May each year:

City Attorney	City Clerk
2015 2.0% increase $112,110	2015 2.0% increase $80,421
2016 2.0% increase $114,352	2016 2.0% increase $82,029
2017 2.0% increase $116,639	2017 2.0% increase $83,670
2018 2.0% increase $118,972	2018 2.0% increase $85,343

Section 5. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 6. Health insurance premium contribution will be consistent with the non-represented employees.

Lies over

Section 7. 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

XI

6.2

Gen. Ord. No. 61 - 13 - 14. By Alderpersons Donohue, Bohren, VanderWeele and Dassler. April 2, 2014.

AN ORDINANCE establishing the salary range for Temporary/Seasonal employees in the Department of Public Works.

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

Section 1. The following salary range is hereby established for Seasonal/Temporary Maintenance Workers in the Department of Public Works.

Minimum starting wage $7.50 per hour to a Maximum of $13.00 per hour.

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

Lies over

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