ATTACHMENTS

City of Sheboygan
spirit on the lake.

May 20, 2013

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Michael Helmke to be considered for appointment to the Sheboygan Transit Commission to fill the unexpired term of Lee Montemayor whose term expires 4/30/15.

Jose Araujo to be considered for appointment to the City Plan Commission to fill the unexpired term of Todd Wolf whose term expires 4/28/14.

Michael J. Vandersteen

MAYOR MIKE VANDERSTEEN

Lies over

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
SHEBOYGAN, WI
53081-4495

920/ 459-3317
FAX 920/ 459-0256

II

R. O. No. _____ - 13 - 14. By BOARD OF CONTRACTORS EXAMINERS. June 3, 2013.

Attached hereto we are submitting applications for Building Contractor Licenses already GRANTED:

2398	Jayme Lippe 6039 N Lydell Ave Whitefish Bay, WI 53217	General Contractor
2159	Don Stenz 757 Westview St. Cleveland, WI 53015	General Contractor
2420	Mike Miller 1018 Krebsch Ct Kiel, WI 53042	Carpenter Contractor
2421	Tomchek, James 715 Bond St Green Bay, WI 54303	Carpenter Contractor

_____

II

R. O. No. - 13 - 14. By BOARD OF WATER COMMISSIONERS. June 3, 2013.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2013.

The water pumpage was up 3.11% from the same period in 2012. 983,564,000 gallons were pumped in the first quarter, compared to 953,936,000 in 2012.

Year to date Operating Revenue at the end of the 1st quarter decreased by $127,508 compared to year to date 2012. The net income for the Utility, as of the end of March 31, 2013 is ($13,033). Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the first quarter of 2013:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	5.74
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	150.20
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	30.87
Number of feet of 16 inch water main installed	4.05
Number of feet of 20 inch water main installed	1110.24
Number of feet of 24 inch water main installed	26.23
Number of feet of water main abandoned or removed.....	0
Number of water main breaks repaired	12
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	10
Number of water main valves installed, repaired, removed, or replaced	7
Number of water service connections installed	1

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility completed a lighting upgrade in the office and garage, resulting in a reduction in total wattage by switching to t8 fluorescents. Focus on Energy provided rebate incentives.

The Utility received bids on replacement of the 1929 wash tank. The low qualified bid was from DN Tanks for $1.3M.

BOARD OF WATER COMMISSIONERS

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

Distribution System -- January, February, & March 2013

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	By	Type
S. Business Dr. ~70' N. of c.l. of Behrens Pkwy. (N)	3/25/2013	Feaker & Sons	B/F-E
S. Business Dr. ~60' N. of c.l. of Behrens Pkwy. (S)	3/25/2013	Feaker & Sons	B/F-E
Behrens Parkway at S. Business Dr. at private main in Thielman Dr.	3/25/2013	Feaker & Sons	G (r/w) DI
S. Business Dr. ~65' N. of c.l. of Behrens Pkwy. (W)	3/26/2013	Feaker & Sons	B/F-N
S. Business Dr. ~325' N. of c.l. of Moenning Rd. (N)	3/28/2013	Feaker & Sons	B/F-E
S. Business Dr. ~320' N. of c.l. of Moenning Rd. (W)	3/28/2013	Feaker & Sons	B/F-S
S. Business Dr. ~315' N. of c.l. of Moenning Rd. (S)	3/28/2013	Feaker & Sons	B/F-E

Total Valves Installed = 7

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type

Total Valves Removed = 0

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Installed	Maintained

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Valve	By
S. Business Dr. ~100' S. of c.l. of Behrens Pkwy. (W)	3/18/2013	n	Feaker & Sons
S. Business Dr. ~65' N. of c.l. of Behrens Pkwy. (W)	3/26/2013	n	Feaker & Sons
S. Business Dr. ~320' N. of c.l. of Moenning Rd. (W)	3/28/2013	n	Feaker & Sons
N. Taylor Dr. ~440' N. of c.l. Saemann Ave. (E)	3/28/2013	y	ute.

Total Hydrants Installed = 4

Hydrants Removed (including water main projects and others)

Location	Installed	Hyd Valve?
N. Taylor Dr. ~440' N. of c.l. Saemann Ave. (E)	4/21/1980	y

Total Hydrants Removed = 1

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. 40th St., near S. Frontage Rd., 1375' N. of Erie Ave., W. of 813 N. 40th St.	4/5/2007	1/8/2013
Tower Dr. 416' E. of cl of Gateway Dr. (S)		1/8/2013
Weeden Creek Rd. 425' E. of cl of Gateway Dr. (S)	1/15/1989	1/8/2013
Maryland Ave. at S. Commerce St. (NW)	6/23/2006	3/1/2013
Concord Dr. 370' E. of c.l. S. Taylor Dr. (S)	1/28/1994	3/1/2013

Total Hydrants Maintained/Moved = 5

Water Main Breaks

Location	Date	Main Size (")
Arizona Ave., 18' E. of mid-block M.H. between S. 21st St. and S. 22nd St.	1/21/2013	6"
2008 N. 25th St. ~252' S. of c.l. Cleveland Ave., 86' N. of MH	1/30/2013	6"
Niagara Ave., 36' W. of san M.H. in N. 9th St.	2/7/2013	12"
2717 N. 28th St. ~187' N. of san MH in North Ave.	2/8/2013	6"
Indiana Ave., 16' W. of san M.H. in S. 19th St.	2/16/2013	6"
N. 8th St., 128' S. of san M.H. at Center Ave.	2/23/2013	8"
Saemann Ave., 3' E. of san M.H. at N. 24th St.	2/23/2013	6"
1720 Grams Ct., 14' W. of first san MH W. of S. 17th St.	3/10/2013	6"
1732 Grams Ct., 51' E. of second san MH W. of S. 17th St.	3/11/2013	6"
1708 N. 26th St., 28' S. of second san MH S. of Saemann Ave.	3/28/2013	6"
709 N. 27th St., 27' S. of first san MH S. of Erie Ave.	3/28/2013	6"
S. 17th St., 24.5' N. of san MH at Humboldt Ave.	3/31/2013	6"

Total Water Main Breaks = 12

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	5.74	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	150.20	
Number of feet of 12 inch water main installed	30.87	
Number of feet of 16 inch water main installed	4.05	
Number of feet of 20 inch water main installed	1110.24	
Number of feet of 24 inch water main installed	26.23	
Number of feet of water main abandoned or removed	0	
Number of water main breaks repaired	12	
Number of hydrants installed	4	hydrants
Number of hydrants removed or abandoned	1	
Number of hydrants maintained or moved	5	
Number of street valves installed	7	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	0	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	1	

WATER MAIN AND APPURTENANCES INSTALLATION -- January, February, & March 2013

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 6" Water Main	Installed	WO	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	WO	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
Behrens Parkway going E. from ~75' W. to ~35' E. of c.l. S. Business Dr. (Rept #2)	3/21/2013	13002-1	0	0	0	0	0	0	8	109.2	0		0		Feaker & Sons Co. Inc.
Behrens Parkway going E. from ~35' E. to ~65' E. of c.l. S. Business Dr. (Rept #3)	3/25/2013	13002-1	1	0	0	0	0	0	8	41.00	0		0		Feaker & Sons Co. Inc.
Totals:			1	0	0	0	0	0		150.20	0		0	0	

Location: 10" Water Main	Installed	WO	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	WO	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
S. Business Dr. going E. from a pt. ~10' N. of c.l. Behrens Parkway (Rept #4)	3/26/2013	13002-1	0	0	0	0	0	0	12	30.87	0		0		Feaker & Sons Co. Inc.
Totals:			0	0	0	0	0	0		30.87	0	0	0	0	

Location: 16" Water Main	Installed	WO	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
S. Business Dr. continuing W. at a pt. ~65' N. of c.l. Behrens Parkway (Rept #4)	3/26/2013	13002-1	0	1	0	0	0	0	16	1.36	1.09		0		Feaker & Sons Co. Inc.
S. Business Dr. going W. from ~320' N. of c.l. Moenning Rd. (Rept #6)	3/28/2013	13002-1	0	1	0	0	0	0	16	1.33	3.23		0		Feaker & Sons Co. Inc.
S. Business Dr. ~100' S. of c.l. Behrens Parkway going N. (Rept #1)	3/18/2013	13002-1	0	1	0	0	0	0	16	1.36	1.42		0		Feaker & Sons Co. Inc.
Totals:			0	3	0	0	0	0		4.05	5.74		0	0	

Location: 20" Water Main	Installed	WO	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
S. Business Dr. ~100' S. of c.l. Behrens Parkway going N. (Rept #1)	3/18/2013	13002-1	0	0	0	0	0	0	20	20.34	0		0		Feaker & Sons Co. Inc.
S. Business Dr. going N. from ~80' S. to ~10' S. of c.l. Behrens Parkway (Rept #2)	3/21/2013	13002-1	0	0	0	0	0	0	20	78.83	0		0		Feaker & Sons Co. Inc.
S. Business Dr. going N. from ~10' S. to ~135' N. of c.l. Behrens Parkway (Rept #3)	3/25/2013	13002-1	2	0	0	0	0	0	20	144.15	0		0		Feaker & Sons Co. Inc.
S. Business Dr. continuing W. at a pt. ~65' N. of c.l. Behrens Parkway (Rept #4)	3/26/2013	13002-1	1	0	0	0	0	0	20	15.17	0		0		Feaker & Sons Co. Inc.
S. Business Dr. going N. from ~135' N. of c.l. Behrens Pkwy to ~130' S. of c.l. Moenning Rd(Rept #4)	3/26/2013	13002-1	0	0	0	0	0	0	20	314.00	0		0		Feaker & Sons Co. Inc.
S. Business Dr. going N. from ~130' S. to ~290' N. of c.l. Moenning Rd. (Rept #5)	3/27/2013	13002-1	0	0	0	0	0	0	20	420.00	0		0		Feaker & Sons Co. Inc.
S. Business Dr. going N. from ~290' to ~385' N. of c.l. Moenning Rd. (Rept #6)	3/28/2013	13002-1	2	0	0	0	0	0	20	91.82	0		0		Feaker & Sons Co. Inc.
S. Business Dr. going W. from a pt. ~65' N. of c.l. Behrens Parkway (Rept #3)	3/25/2013	13002-1	0	0	0	0	0	0	20	25.93	0		0		Feaker & Sons Co. Inc.
Totals:			5	0	0	0	0	0		1110.24	0		0	0	

Location: 24" Water Main	Installed	WO	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
S. Business Dr. at ~320' N. of c.l. Moenning Rd. (Rept #6)	3/28/2013	13002-1	0	0	0	0	0	0	24	4.58	0		0		Feaker & Sons Co. Inc.
S. Business Dr. going W. from ~320' N. of c.l. Moenning Rd. (Rept #6)	3/28/2013	13002-1	1	0	0	0	0	0	24	21.65	0		0		Feaker & Sons Co. Inc.
Totals:			1	0	0	0	0	0		26.23	0	0	0	0	

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	0	$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

III. THIRD QUARTER	Jul - Aug - Sep	GALLONS	COST $	$/MG
	2012	1,318,775,000	$222,144.90	$168.45
	2013	0	$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

IV. FOURTH QUARTER	Oct - Nov - Dec	GALLONS	COST $	$/MG
	2012	1,059,883,000	$190,691.01	$179.92
	2013	0	$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

YEAR TO DATE : 2013		GALLONS	COST $	$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2012	4,421,289,000	$782,664.79	$177.02
	2013	983,564,000	$198,931.89	$202.26
	Percent Difference	-77.75%	-74.58%	14.25%

YEAR TO DATE : 2013		GALLONS	COST $
SLUDGE DISPOSAL	2012	5,608,919	$59,850.50
	2013	523,060	$32,837.80
	Percent Difference	-90.67%	-45.13%
STORM WATER CHARGES	2013	NA	$0.00

HIGH LIFT SYSTEM DELIVERY :		
Maximum Pumpage Day	13,124,000	March 21, 2013
Minimum Pumpage Day	7,524,000	January 1, 2013

	MG	$	$/MG
2012	4,421,289,000	$782,664.79	$177.02
2013	983,564,000	$198,931.89	$202.26

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.

Sheboygan Water Utility
Financial Statement of March 31 2013
Balance Sheet Including Net Income

Account #		Debit Balance	Credit Balance
	Utility Plant in Service	47,346,465	
107	Construction Work in Progress	3,273,150	
111	Accumulated Provision for Depreciation of Utility Plant		14,717,278
125	Bond Redemption Fund	584,405	
125	Appropriated Funds Invested for Plant Expansion & Payables	0	
126	Depreciation Fund	0	
128	Other Special Funds Employee Pensions (ICMA & WI Def Comp)	1,378,044	
128	Other Special Funds Health Ins	0	
135	Working Funds	550	
136	Temporary Cash Investments	4,478,053	
142	Customer Accounts Recievable	693,816	
145	Receivables from Municipality	432,868	
154	Materials and Supplies	281,655	
163	Stores Expense	0	
165	Prepayments	49,447	
171	Interest and Dividends Receivable	0	
181	Misc Deferred Debits	0	
184	Transportation Expense	0	
200	Capital Paid in by Municipality		1,640,701
216	Unappropriated Earned Surplus		30,299,823
221	Long Term Debt Bonds		8,570,854
223	Advances from Municipality		253,714
232	Accounts Payable		0
235	Customer Deposits	2,221	
236	Taxes Accrued		733,681
237	Interest Payable on Bonds		154,822
242	Misc. Current & Accrued Liab		9,651
251	Bond Premium		2,608
253	Misc Deferred Credits		270,140
263	Other Special Funds Employee Pensions		1,378,044
265	Accrued Employee Benefits		502,394
425	Amoritization of Pre 2003 Depreciation		0
	Utility Net Income	13,033	
		58,533,708	58,533,708

II

R. O. No. _____ - 13 - 14. By CITY PLAN COMMISSION. June 3, 2013.

Your Commission to whom was referred Gen. Ord. No. 6-13-14 by Alderperson Thiel and Lewandoske and R. O. No. 25-13-14 by City Clerk relative to granting Nemschoff Chairs, Inc., the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Court for the purpose of improving and maintaining the property as a parking lot; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 28, 2013, and after due consideration, recommends approval of the General Ordinance and the Report of Officer.

_____

Director of Planning and Development

II

X

7.1

Gen. Ord. No. 6 - 13 - 14. By Alderpersons Thiel and Lewandoske.
May 20, 2013.

AN ORDINANCE granting Nemschoff Chairs, Inc., its successors and assigns, the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Ct. in the City of Sheboygan for the purpose of improving and maintaining the property as a parking lot.

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

Section 1. Subject to the terms and conditions contained herein, Nemschoff Chairs, Inc., its successors and assigns, is hereby granted the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Ct., being adjacent to Lot 1, Blk. 25 in Lyman's Addition, City of Sheboygan, Sheboygan County, Wisconsin, described as:

> That part of the road right-of-way for S. 22nd St., adjacent to Lot 1 in Blk. 25 in Lyman's Addition to the City of Sheboygan, Sheboygan County, Wisconsin described as:
> Commencing at the northeast corner of said Lot 1, also being the point of beginning, thence N.64°20'42" W. along the extension of the north line of said Lot 1 15.57 feet, thence S. 00°00'00"W. 264.58 feet, thence S.88°03'14"W 14.00 feet to the east line of said Lot 1, thence N.00°00'00"E. 258.29 feet along the east line of said Lot 1 to the point of beginning. Said described parcel contains 3,646 square feet or 0.08 acres

for the purpose of improving and maintaining the property as a parking lot, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Nemschoff Chairs, Inc., its successors and assigns:

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

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Nemschoff Chairs, Inc., its successors and assigns,: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Nemschoff Chairs, Inc., its successors and assigns, or by the State of

City Plan

A

Wisconsin or by the City of Sheboygan.

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

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

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

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

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

Scott Gerrmann

Betty Jo Nell

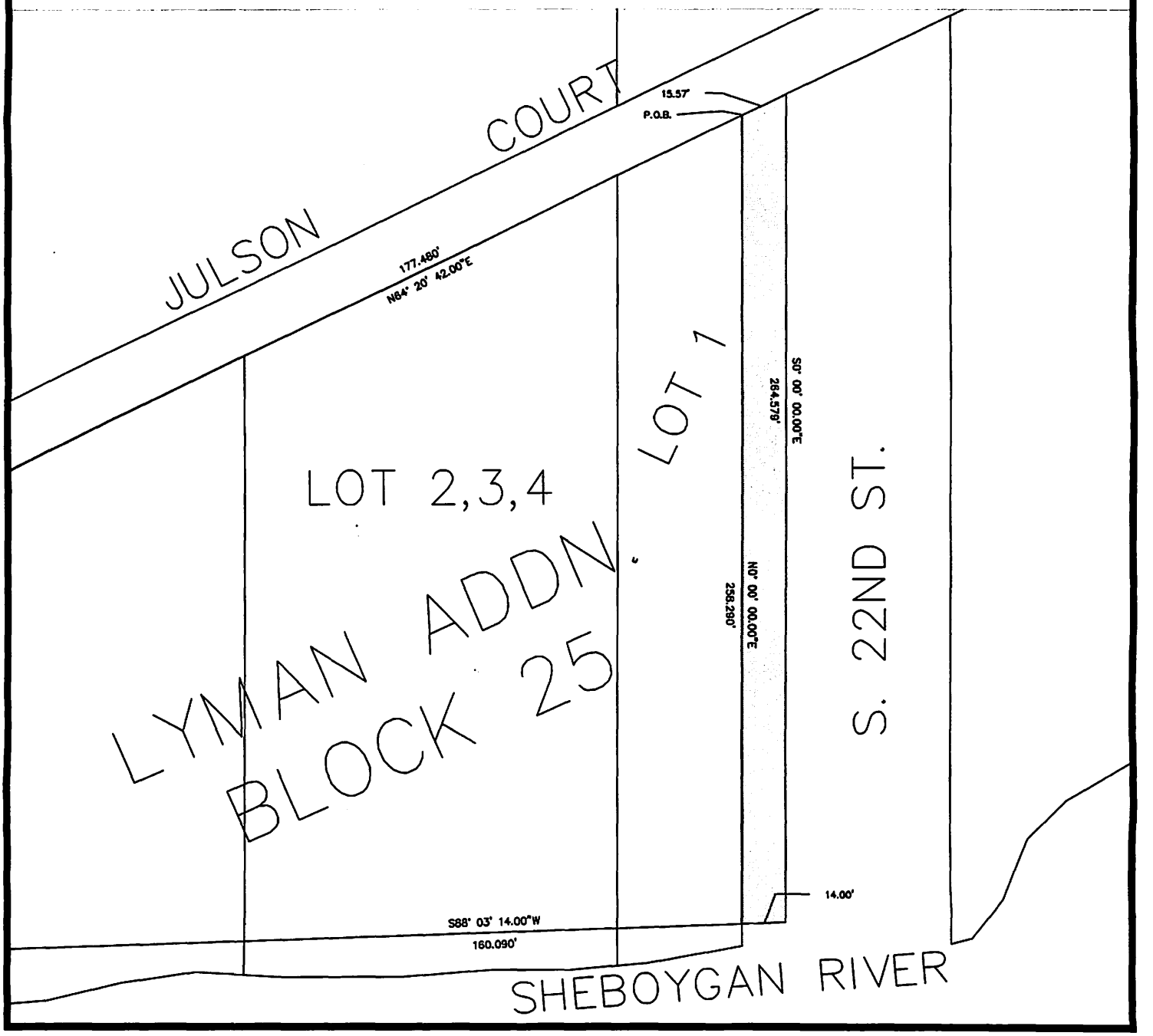
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ENCROACHMENT DESCRIPTION

THAT PART OF THE ROAD RIGHT OF WAY FOR SOUTH 22ND STREET ADJACENT TO LOT 1 IN BLOCK 25 IN LYMAN'S ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS;
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING THE POINT OF BEGINNING, THENCE N.64°20'42"W. ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 1 15.57 FEET, THENCE S. 00°00'00"W. 264.58 FEET, THENCE S.88°03'14"W 14.00 FEET TO THE EAST LINE OF SAID LOT 1, THENCE N.00°00'00"E. 258.29 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 3,646 SQUARE FEET OR 0.08 ACRES.



II

4.6

R. O. No. 25 - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting a communication from Nemschoff Chairs, Inc., requesting an encroachment on the dead end road right-of-way, of S. 22nd St. (facility is located at 2218 Julson Ct.).

City Plan

Susan Richards
City Clerk

APR 17 '13 PM 2:02

Nemschoff

April 16, 2013

City of Sheboygan Common Council

Council;

Nemschoff Chairs Inc. Manufacturing Facility, located at 2218 Julson Court, has in the past four years added several new employees as the result of consolidation of two smaller Health care furniture companies, the first from Auburn, WA, added 45 new employees. The second, from Sioux Center, IA, added another 55 new employees. Consolidation has Strengthened the company in Sheboygan, however, placing a strain on the parking areas for our employees.

Nemschoff Chairs Inc. is in the process of Requesting a lease agreement on a parcel of City owned land, amending a current lease agreement between the City of Sheboygan, and Nemschoff Chairs Inc to expand an employee parking lot.

To enable this plan to work, Nemschoff is requesting an Encroachment on the dead end road right of way, of South 22nd Street. If approved, Nemschoff intends to improve and maintain the property, as spelled out in both the Conditional use permit with the City of Sheboygan, and permit IP-SE-2012-60-03442, with Wisconsin department of Natural Resources. Nemschoff, has completed, as requested by the City of Sheboygan, Storm water plans, Wisconsin DNR approvals, and accepted plans with the City of Sheboygan water utility. We have attached a drawing and legal description of the proposed encroachment adjacent to lot 1 in block 25 in lyman's addition to the City of Sheboygan, Sheboygan County, Wisconsin.

Sincerely,

Brian Schroeder
Vice President Operations

909 North 8th,
P.O. Box 129
Sheboygan, WI 53082
800.203.8916 Fax 920.457.7537
www.nemschoff.com

Rick Neerhof

From: McLean, Steve <smclean@ci.sheboygan.wi.us>
Sent: Wednesday, April 10, 2013 1:54 PM
To: Rick Neerhof
Cc: Hoffman, Kathryn
Subject: FW: Expanded Parking Area-city owned land
Attachments: Nemschoff Chairs Lease Agreement-1-1-84.pdf; Nemschoff Chairs-draft 1st amdt to lease.pdf; nemench (1).pdf; nemlease (1).pdf

459-3361

Rick: Per your request. Steve

From: McLean, Steve
Sent: Tuesday, April 02, 2013 1:43 PM
To: 'Kent Gawart'
Cc: Biebel, David; Sazama, Ryan; Amodeo, James; Grosenick, Lee
Subject: Expanded Parking Area-city owned land

Kent: Attached please find a draft of the proposed amendment to the existing lease between Nemschoff and the City, and related documents. I've attached a copy of the original lease from 1984 that would be amended, as well as a separate legal description for the added lease area. Finally, I've attached a legal description for the proposed encroachment area which is part of S. 22nd St. Paragraph 2 of the 1984 lease sets forth the annual rent calculation which is "...a sum equivalent to the annual real estate taxes which would be levied upon similar property by the City. The bare land tax of Nemschoff's adjacent riverfront property shall be used on a square foot basis to determine the tax equivalent rent." I believe the City Assessor's Office calculates this figure each year. Assuming the amendment is entered into to expand the leased premises, the additional leased area would be factored in to the rent as well.

As to the portion of S. 22nd Street that would be encroached upon, Nemschoff would need to submit an encroachment request to the City Clerk, with a copy of the drawing of the encroachment area with legal description and an explanation that the encroachment area would be used for parking lot purposes. There is a one-time fee for encroachments, currently set at $1.50 per square foot, with a minimum of $100. The proposed encroachment area is 3,646 square feet, resulting in a fee of $5469.00.

Please let me know if the proposed lease amendment is acceptable as is, or if you wish any changes. Once we're in agreement as to form, we can send a resolution to the Common Council authorizing entering into the lease amendment. This resolution, together with the amendment document, would be referred to the Plan Commission for review and recommendation back to the Common Council. You could also submit the encroachment request at the same time.

Should you have any questions, please let me know.

Thanks.

Steve

Stephen G. McLean
City Attorney
City of Sheboygan
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
Ph. 920-459-3917 / Fax 920-459-3919
e-mail: smclean@ci.sheboygan.wi.us

II

R. O. No. _____ - 13 - 14. By SHEBOYGAN TRANSIT COMMISSION. June 3, 2013.

Your Commission to whom was referred R. O. No. 328-12-13 by the City Clerk submitting a communication from Doug Byerly requesting that the number of handicapped parking spots at the Library be increased as about 50% of the time, the existing handicapped parking spots are full; recommends that the request be denied and to forward a letter of explanation to Mr. Byerly.

_____
Director of Transit and Parking

II

4.2

R. O. No. 328 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting a communication from Doug Byerly requesting that the number of handicapped parking spots at the Library be increased as about 50% of the time, the existing handicapped parking spots are full.

Transit
deny request
& forward explanation letter
to Mr. Byerly

Susan Richards
City Clerk

Langhoff, Cinda

From: Doug Byerly [dougby123@yahoo.com]
Sent: Wednesday, March 27, 2013 12:01 PM
To: Langhoff, Cinda; Alderperson John Belanger
Subject: library handicapped parking

Cinda,
We recently talked about Handicapped Parking at the library, and that about 50% of the time that it is full. Could you please look into the possibility of increasing the spots.

Thank You,

Doug Byerly
1028 Grand Av
620-960-0846

III

Res. No. ____ - 13 - 14. By Alderperson Carlson. June 3, 2013.

A RESOLUTION in recognition of the service of Chad Stauber Soik to Mead Public Library.

WHEREAS, Chad Stauber Soik was appointed to the Library Board of Trustees for a term starting in May 2010, and

WHEREAS, Chad Stauber Soik has represented the Sheboygan Area School District as the Superintendent of Schools representative, and

WHEREAS, Chad Stauber Soik served on the Information Technology Committee, and the Building Committee, and

WHEREAS, he participated in the work of other Library Board committees including Human Resources, and Finance, while serving as a model for Trustee conduct of and participation in Board and Committee meetings, and

WHEREAS, Chad Stauber Soik served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and

WHEREAS, Chad Stauber Soik fully supported the vision of Mead Public Library to provide collections and services designed to meet the educational and recreational needs of the City of Sheboygan residents regardless of their age by advocating for such services as the online tutoring service Brainfuse and the Children's Book Festival.

WHEREAS, Chad Stauber Soik worked diligently with the Librarians of Mead Public Library to ensure that the library services offered to the students of Sheboygan were relevant and attainable which led to an increase in teens utilizing library services.

III

NOW, THEREFORE BE IT RESOLVED: That the Mead Public Library Board does hereby publicly commend Chad Stauber Soik for the time and attention he so generously devoted to his responsibilities as a Trustee. The Board thanks him for his commitment and recognizes his service through designation of appropriate book titles for purchase in his honor. The Mead Public Library wishes him all the best as he retires from three years of service to Sheboygan residents as a Library Trustee.

_____

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 Heidemann. June 3, 2013.

A RESOLUTION accepting a guardrail easement.

RESOLVED: That the Common Council hereby accepts the Permanent Guardrail Easement from 4706 Taylor, LLC, a copy of which is attached hereto.

_____

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

PERMANENT GUARDRAIL EASEMENT

The undersigned Grantor, 4706 Taylor, LLC (the "Grantor"), in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the Grantee, City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, repair, inspect, replace, and remove a guardrail upon, in, over and across the lands owned by Grantor within the Easement Area legally described as follows:

RETURN TO:

City Attorney Stephen G. McLean
828 Center Avenue, Suite 304
Sheboygan, WI 53081-4442

Part of 59281470921
Parcel Ident. No.

That part of the vacated Racetrack Road located in Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 1 of a Certified Survey Map recorded in Volume 14 of Certified Survey Maps at pages 61 and 62, thence N. 01°55'50" W. along the West line of said Lot 1 50.10 feet to the Point of Beginning, thence N. 87°50'32" W. 93.28 feet to the East Right of Way for U.S. Highway 43, thence N. 01°08'03" W. along said right of way 10.02 feet, thence S. 87°50'32" E. 93.07 feet to the west line of said Lot 1, thence S. 01°55'50" E. along the West line of said Lot 1 10.02 feet to the Point of Beginning, said tract contains 9,300 square feet more or less.

Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.

The right is hereby expressly reserved to the Grantor, its successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with the rights herein granted.

This agreement is binding upon the successors and assigns of the parties hereto, and shall run with the lands described herein.

IN WITNESS WHEREOF, Grantor has caused the execution of this instrument on the 15 day of May, 2013.

GRANTOR:

4706 TAYLOR, LLC

BY: _____
Thomas Schafer, Member

STATE OF WISCONSIN)
)SS.
COUNTY OF Milwaukee)

Personally came before me, this 23rd day of May, 2013, the above-named Thomas Schafer, Member of 4706 Taylor, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

_____
Notary Public, State of Wisconsin
My commission (is) (expires) March 24, 2014

JHOUSY LEON
Notary Public
State of Wisconsin
Comm# DD303483 Exp. 3-24-14

This document drafted by:
Stephen G. McLean
City Attorney
Sheboygan, WI 53081-4442
WI State Bar No. 01011662

VI

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. June 3, 2013.

Your Committee to whom was referred R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9929	Cullen, Alexandria R.	1114 S. 16th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

Other Matters

9.3

R. O. No. 336 - 12 - 13. By CITY CLERK. April 15, 2013.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

Law + Lic
New Council
5/6/13 - grant all lic. except hold Cullen, Mertzig, Orville, Ramirez, Rost, Vrecke, Tyler
5/20/13 - deny Orville, hold Cullen, grant Ramirez, Rost, Vrecke, Tyler
6/3/13 - grant Cullen, deny Orville

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
1005	Al & Al's	1502 S. 12th St. - two-day event to be held 10/4/13 to 10/5/13 to include Clara Ave. from 12th St. intersection, West 90' and South 75' to include intersection.
1040	Brennan's	1101 Michigan Ave. - a two-day event to be Held 5/11/13 - 5/12/13 to include current Premise description and also parking lot west and south of the building.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event to be held 6/8/13 & 7/13/13 to include current premise and to add the parking lot on the north & east side of the building.
1420	VFW Post #9156	552 S. Evans St. - one-day event to be held 6/22/13 to include current premise description and also the north, east & south side of building.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

No.	Name	Address
2487	Frankies Pub & Grill	2218 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
7446	Anderson, Peggy J.	708 S. 22nd St.
9931	Baines, Aaron B.	404 N. Highland Ave., Plymouth
7221	Bremer, Brittany A.	721 Zimbal Ave.
9920	Brickson, Stephan J.	3232 S. 11th St.

9929	Cullen, Alexandria R.	1114 S. 16th St.
9923	Guild, Tyler S.	428 Pennsylvania Ave.
9873	Gutke, Madeleine E.	4323 Morning View Ct., K105
1497	Heucke, Gary	W2295 Star Ct., Sheboygan Falls
9928	Meinnert, Nathan J.	4521 Moenning Rd.
8206	Mertzig, Stacy L.	546 Sunset Maple, Sheboygan Falls
9873	Orville, Joshua C.	4302 Elmwood Ct.
7754	Pfeifer, Nicole L.	434 Bell Ave.
9927	Ramirez, Maria I.	1411 N. 4th St.
9921	Rhodes, Nicole A.	2258A Calumet Dr.
2045	Roe, Wendy C.	2032 Tivoli Ln.
9924	Rost, Joseph W.	1316 Center Ave.
8714	Sneen, Jasmine S.	639 Monroe St., Sheboygan Falls
8945	Vreeke, Erin M.	531 S. 8th St., #206

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name	Address
9934	Reindl, Marlene I.	1030 S. 9th St.
9925	Tyler, Susan K.	1338 Lenz Ct.

VI

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. June 3, 2013.

Your Committee to whom was referred R. O. No. 28-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014; recommends that the following license be granted:

CHANGE OF PREMISE

No.	Name	Address
2840	4TH Street Tap	520 N. 4th St. - one-day event to be held 7/4/13 to include east side of tavern & grassy area surrounding the building.
2985	Filibusters Pub	434 Pennsylvania Ave. - four-day event to be held 7/4/13 to 7/7/13 to include fenced in yard on NW corner of bldg. & grassy areas.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

No.	Name	Address
1005	Al & Al's Bar & Grill	1502 S. 12th St.

"CLASS A" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
1257	Piggly Wiggly #015	3124 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8th St.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

CLASS "A" FERMENTED MALT BEVERAGE (NEW)(June 30, 2014)

No.	Name	Address
2984	Everest Enterprises	1710 Indiana Ave.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

No.	Name	Address
2711	Anglers Avenue Bait & Tackle	510 South Pier Dr.
2606	Citgo	610 S. 14th St.
2503	Mad Max Convenience Store	1003 S. 14th St.
1253	Petro Center #1	1208 Union Ave.
1254	Petro Center #4	2113 S. Business Dr.

2374	Save-A-Lot	1817 N. 8th St.
2710	The Pig Stop II	2917 N. 15th St.

"CLASS B" LIQUOR LICENSE (NEW)(June 30, 2014)

No.	Name	Address
2985	Filibusters Pub	434 Pennsylvania Ave.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddys Pub & Grill	2123 N. 15th St.
1771	Bumps	1902 S. 12th St.
2123	CJ's Shipwrecked	902 Indiana Ave.
2772	Club Michigan I	908 Michigan Ave.
1101	Dougs Skiper Inn	808 Broadway
1516	Emmers	906 S. 15th St.
2977	Geno Nottolini's Pizza	933 Indiana Ave.
1892	Gosse's at Northwestern	1909 Union Ave.
2969	Hacienda Vieja	1423 Union Ave.
2386	Harmony Bar I	1336 Niagara Ave.
2849	Hops Haven	1327 N. 14th St.
1810	Jakums	2601 N. 15th St.
2726	John Michael Kohler Arts	608 New York Ave.
1199	Lakeshore Lanes	2519 S. Business Dr.
2085	Legend Larrys Wings & Things	733 Pennsylvania Ave
2685	Lino Ristorante Italiano	422 South Pier Dr.
1795	Luigis Italian Restaurant	2910 Kohler Memorial Dr.
1217	Maples Lanes	3107 S. Business Dr.
1226	Meyers Lakeview Pub	550 Wilson Ave.
1233	Mucky Duck Shanty	701 Riverfront Dr.
1680	Scenic Bar LLC	1635 Indiana Ave.
1337	Sheboygan Elks Lodge #299	1943 Erie Ave.
1353	Sheboygan Yacht Club	214 Pennsylvania Ave.
2207	Silver Fern, The	2538 N. 15th St.
1890	Suscha Super Bar	1054 Pennsylvania Ave.
2376	Swovys LLC	1645 S. 12th St.
2914	T & L's Northstar LLC	3004 N. 8th St.
2142	Talk of the Town	3023 N. 15th St.
2020	Terry's	1028 Lincoln Ave.
1411	Tommys Bar	2335 N. 15th St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

No.	Name	Address
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
1371	Sheboygan Softball Assoc.	2213 New Jersey Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

No.	Name	Address
2696	Sheboygan Family Restaurant	2704 S. Business Dr.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____ _____

_____ _____

_____ _____

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

9.1

R. O. No. 28 - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Law + Lic 6/3/13 - grant all lic!

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
2840	4TH Street Tap	520 N. 4th St. - one-day event to be held 7/4/13 to include east side of tavern & grassy area surrounding the building.
2985	Filibusters Pub	434 Pennsylvania Ave. - four-day event to be held 7/4/13 to 7/7/13 to include fenced in yard on NW corner of bldg. & grassy areas.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

No.	Name	Address
1005	Al & Al's Bar & Grill	1502 S. 12th St.

"CLASS A" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
1257	Piggly Wiggly #015	3124 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8th St.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

CLASS "A" FERMENTED MALT BEVERAGE (NEW)(June 30, 2014)

No.	Name	Address

2984	Everest Enterprises	1710 Indiana Ave.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

No.	Name	Address
2711	Anglers Avenue Bait & Tackle	510 South Pier Dr.
2606	Citgo	610 S. 14th St.
2503	Mad Max Convenience Store	1003 S. 14th St.
1253	Petro Center #1	1208 Union Ave.
1254	Petro Center #4	2113 S. Business Dr.
2374	Save-A-Lot	1817 N. 8th St.
2710	The Pig Stop II	2917 N. 15th St.

"CLASS B" LIQUOR LICENSE (NEW)(June 30, 2014)

No.	Name	Address
2985	Filibusters Pub	434 Pennsylvania Ave.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddys Pub & Grill	2123 N. 15th St.
1771	Bumps	1902 S. 12th St.
2123	CJ's Shipwrecked	902 Indiana Ave.
2772	Club Michigan I	908 Michigan Ave.
1101	Dougs Skiper Inn	808 Broadway
1516	Emmers	906 S. 15th St.
2977	Geno Nottolini's Pizza	933 Indiana Ave.
1892	Gosse's at Northwestern	1909 Union Ave.
2969	Hacienda Vieja	1423 Union Ave.
2386	Harmony Bar I	1336 Niagara Ave.
2849	Hops Haven	1327 N. 14th St.
1810	Jakums	2601 N. 15th St.
2726	John Michael Kohler Arts	608 New York Ave.
1199	Lakeshore Lanes	2519 S. Business Dr.
2085	Legend Larrys Wings & Things	733 Pennsylvania Ave
2685	Lino Ristorante Italiano	422 South Pier Dr.
1795	Luigis Italian Restaurant	2910 Kohler Memorial Dr.
1217	Maples Lanes	3107 S. Business Dr.
1226	Meyers Lakeview Pub	550 Wilson Ave.
1233	Mucky Duck Shanty	701 Riverfront Dr.
1680	Scenic Bar LLC	1635 Indiana Ave.
1337	Sheboygan Elks Lodge #299	1943 Erie Ave.
1353	Sheboygan Yacht Club	214 Pennsylvania Ave.
2207	Silver Fern, The	2538 N. 15th St.
1890	Suscha Super Bar	1054 Pennsylvania Ave.
2376	Swovys LLC	1645 S. 12th St.

2914	T & L's Northstar LLC	3004 N. 8th St.
2142	Talk of the Town	3023 N. 15th St.
2020	Terry's	1028 Lincoln Ave.
1411	Tommys Bar	2335 N. 15th St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

No.	Name	Address
2696	Sheboygan Family Restaurant	2704 S. Business Dr.
1371	Sheboygan Softball Assoc.	2213 New Jersey Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

No.	Name	Address
2696	Sheboygan Family Restaurant	2704 S. Business Dr.

VI

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. June 3, 2013.

Your Committee to whom was referred R. O. No. 10-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014; recommends that the following licenses be granted:

"CLASS A" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2532	Fischer's Food & Liquor	4554 S. 12th St.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2193	Kaddyshack LLC, The	1502 S. 13th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

Other Matters

8.3

II

R. O. No. 10 - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

5/20/13 - Grant all licenses except hold Fischer's & Kaddyshack.

6/3/13 - Grant Fischer's & The Kaddyshack.

Susan Richards
City Clerk

"CLASS A" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2929	Aldi #94	919 S. Taylor Dr.
2821	Festival Foods	595 S. Taylor Dr.
2532	Fischer's Food & Liquor	4554 S. 12th St.
2518	Pick N Save #6432	1317 N. 25th St.
2825	Pick N Save #6433	2625 S. Business Dr.
2702	Tietzs Piggly Wiggly	2905 N. 15th St.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

No.	Name	Address
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 s. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
2519	Northside Clark	2709 N. 15th St.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2742	8th Street Ale Haus	1132 N. 8th St.
1040	Brennans On Michigan	1101 Michigan Ave.
1511	Dennys Bar	2140 Calumet Dr.
1525	Fountain Park Lounge	922 N. 8th St.
1119	Four Of A Kind	811 Indiana Ave.
2192	Harrys Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2193	Kaddyshack LLC, The	1502 S. 13th St.
2962	Night Moves II	1210 Michigan Ave.
2272	PJ's Party Zone	910 N. 18th St.

Law & Lic

1229	Sheboygan Moose Lodge #438	1811 Georgia Ave.
2717	Shevegas Nightclub	1133 Michigan Ave.
2899	Zodiak	2518 N. 15th St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

No.	Name	Address
1986	Pizza Hut #13440	1107 N. 14th St.
1987	Pizza Hut #13462	2727 S. Business Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

No.	Name	Address
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

VII

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. June 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 11-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9940	Lopez, Cynthia	620 S. 8th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____ _____

_____ _____

_____ _____

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. June 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 27-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (**NEW**) (June 30, 2015)

No.	Name	Address
6623	Beniger, Andrew L.	2626 N. 8th St.
7290	Bruinooge, Tarri L.	1832 N. 20th St.
5463	Clark, Deborah L.	2626 Georgia Ave.
6655	Donohue, Dawn M.	1704 N. 29th St.
9963	Ertel, Samantha M.	418 New York Ave.
9961	Freis, Clarissa A.	2216 S. 7th St.
9965	Hartmann, Pamela L.	520 Airpark Rd., Plymouth
9966	Holtz, Kayla M.	1834A Saemann Ave.
9964	Laska, Christopher A.	929 Bluff Ave.
9962	McGrew, Steven T.	812 Humboldt Ave.
9967	Meyer, Elizabeth A.	729 St. Clair Ave., #3
1876	Miller, Mark J.	3712 Lime Stone Ct.
9954	Motalvo, Stacey	1310A N. 9th St.
9958	Rice, Justin J.	1338 School Ave.
4246	Roerdink, Orlean	2431 N. 9th St.
2680	Schubert, Robin L.	2037 Wiemann Ave.
9949	Schueller, Heather M.	N1838 Cty Rd. KW, Oostburg
8880	Schulz, Curtiss J.	411 James St.
9947	Sears, Michael D.	712 Broughton Dr., #22
9952	Tellez, Cecilia Y.	920 S. 16th St.
7454	Wery, Corbin J.	625A Superior Ave.
7402	Wriedt, Jeff S.	2006 N. 18th St.

BEVERAGE OPERATOR'S LICENSE (**RENEWAL**) (June 30, 2015)

No.	Name	Address
1004	Adamavich, William	3823 S. 11th St.
3923	Altmeyer, Melissa J.	1645 S. 25th St.
6932	Aschenbach, Kimberly A.	728 State Rd. 57 lot 63, Plymouth
1200	Beenen, Donna J.	3103 Calumet Dr.
9099	Bennett, Nicole J.	3504 Eisner Ct. #A
9442	Bockin, Mary R.	3111 E. Mark Dr.
6818	Boldt, Candice	2214 Superior Ave.
9516	Boss, Destiny L.	2523 N. 8th St.
1186	Boyle, Linda S.	1608 Kentucky Ave.
2676	Brand, Peg A.	1902 S. 12th St.
4515	Bukovic, Nadine A.	W1760 Riverwoods Ct.
3350	Burhop, Robin A.	3602 N. 21st St., #101
8556	Deamico, Debra L.	918 Humboldt Ave.
7672	Decker, Dennis E. (Club)	N7122 Riverwoods Dr.

9342	Dekker, Zachary G.	1441	Parkview Ter., #48
3600	Dolgner, Randall	2611	Pine Grove Ave.
3659	Emmer, Patrick J.	606	St. Clair Ave., #103
1605	Emmer, Tami Ann	906	S. 15th St.
8379	Falle, Michelle M.	3908	S. 10th St.
2968	Feudner, Kenneth R.	3303	Hickory Cir.
9409	Franco, Marc A.	1914	Cooper Ave.
9327	Gruenke, Elizabeth A.	2745	N. 8th St.
4936	Hartman, Gary C. (Club)	79	Oak St., Sheb. Falls
1505	Hinz, Laurie J.	3616	S. 17th St.
8427	Hoeppner, Jerome W.	N6319	Woodland Meadows Dr.
3004	Jeanty, Bruce D. (Club)	13926	Meggers Rd., Kiel
9128	Jelinek-Zittel, Scott J.	4600	Nicole LN.
1568	Jetzer, Julian E. (Club)	9421	S Shore Dr., Valders
3998	King Jr., Robert W. (Club)	3227	N. 28th St.
1628	Klabechek, James R.	504	Washington St., Sheboygan Falls
5346	Kreutz, Michael S. (Club)	5315	Lakeshore Rd.
6340	Kruse, Richard J. (Club)	5334	Hidden Creek Dr.
4972	Lawrence, Susan M.	1028	Lincoln Ave.
3607	Lloyd, Thomas H.	430	Spruce St., Sheboygan Falls
9091	Lomibao, Shakari L.	2007	N. 15th St.
3291	Mallmann, Louis L.	2631	N. 29th St.
5596	McGlade, Leah Marie	3620	Larkspur Way
9311	Meerdink, Abigail L.	1415	N. 4th St.
9248	Mehlberg, Vicki L.	1224	Ashland Ave.
9087	Mersberger, Melissa M.	2010	S. 13th St.
9149	Muecke, Nicole M.	640	Mark Ave., Sheboygan Falls
1889	Mueller, Jeffery C.	1734	S. 15th St.
6011	Nennig, David M.	1559	N. 15th St.
4927	Oehldrich, Richard M.	830	N. 36th St.
4956	Opgenorth, Andrew L.	2713	Wedemeyer St.
1956	Peloquin, William D. (Club)	68	Lighthouse Ct.
4890	Peterson, Leslie M.	1614	S. 25th St.
9453	Pilgrim, Marion M.	1042A	Willow Ln, Kohler
1992	Procek, Edward J.	1215	S. 13th St.
1993	Procek, Susan L.	1215	S. 13th St.
2038	Richter, Joseph M.	1822	N. 1st St.
2083	Scheunert, James S.	1618	S. 8th St.
1925	Schmidt, Rebecca L.	1211	Washington Ave.
2098	Schmitt, Donald L. (Club)	4130	Elmwood Ct.
2135	Sessler, Steven J.(Club)	1019	Indiana Ave.
2528	Sheraski, Pamela M.	1410	N. 27th St.
7621	Skrube, Lisa L.	1844	N. 20th St.
2944	Smith, Donna Marguerite	1422	Logan Ave.
2174	Spira, Romaine G. (Club)	2011	N. 19th St.
2177	Stangel Eugene J. (Club)	3226	S. 18th St.
6782	Tadych, Joanne M.	1323	Superior Ave.
8229	Ubbelohde, Lisa	720	Whitcomb Ave.
2257	Van Veghel Jr., John	3801	N 45th St.
9435	Vandeloo, Jennifer R.	3513	Main Ave. #204
8331	Vitale, Umberto	1128	N. 29th St.
7639	Vreeke, Bruce L.	5574	Indian Mound Circle
2970	Vreeke, Marianne	1929	N. 28th St.

7603	Wagner, Michael C.	933A Michigan Ave., #4
7652	Weckwerth, Leah N.	310 Dicke Ave., Sheboygan Falls
7064	Wright, Crystal M.	825 N. 28th St.

TAXICAB OPERATOR'S LICENSE(**NEW**) (June 30, 2014)

No.	Name	Address
9956	Clayborn, Elvira C.	2226 Kroos Ct., #A
9950	Daehnert, Todd J.	1203 S. 15th St.
9955	Dippel, Robert B.	115 Red Tail Dr., Sheb. Falls
9948	Hernickle, Pamela A.	1534 Illinois Ave.
9882	Loya, Nancy T.	1535 John Ct.
7143	Shelton, Mellissa L.	603 S. 14th St.

TAXICAB OPERATOR'S LICENSE(**RENEWAL**) (June 30, 2014)

No.	Name	Address
5356	Balassi, Christos G.	508 N. 13th St.
7348	Castro Jr., Mauro	611 S. 15th St.
9313	Demeuse, Robert J.	4336 Lavalle Dr.
9386	Hermann, Ryan M.	1036 Ontario Ave.
8522	Pantel, Paul D.	1008 Kentucky Ave.
6913	Rios, Ricardo	1731A Calumet Dr.
9341	Weber, Jeffrey D.	2313 Hillshire Dr., 3A
9351	Yera, Javier F.	1127 N. 8th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

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

Submitting a claim from John E. Resch for alleged damages to his basement when there was cold mix damage done by DPW crew during maintenance work on a man hole.

Susan Richards

City Clerk

DATE RECEIVED 5-21-13 RECEIVED BY L S Schraeder

CLAIM NO. 2-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

MAY 21 '13 PM 2:31

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: JOHN E PESCH
2. Home address of Claimant: 1646 SO. 24th STR., SHEBOYGAN, WI.
3. Home phone number: 920 458 3237
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) UNKOWN PERIOD OF TIME
6. Where did damage or injury occur? (give full description) SEWAGE DRAIN PIPE AT ABOVE ADDRESS
7. How did damage or injury occur? (give full description) COLD MIX DAMAGE WHEN DPW CREW DID MAINTENANCE WORK ON MAN-HOLE AT SOME TIME.
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:

SCANNED: D.Biebel, ATTY'S OFFICE, J,AMODEO, J.HERMANN, L. 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") COLD-MIX DAMAGE FROM DPW CLOGGING BASEMENT DRAIN CAUSEING FLOODING IN BASEMENT. FOR MORE INFO. SEE JOEL KOLSTE - SUPT. OF STR. DPW

11. ~~Name and address of any other person injured:~~ _____

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

Auto:	$ ~~655.63~~
Property:	$ 655.63
Personal injury:	$
Other: (Specify below	$
TOTAL	655.63

Damaged vehicle (if applicable)

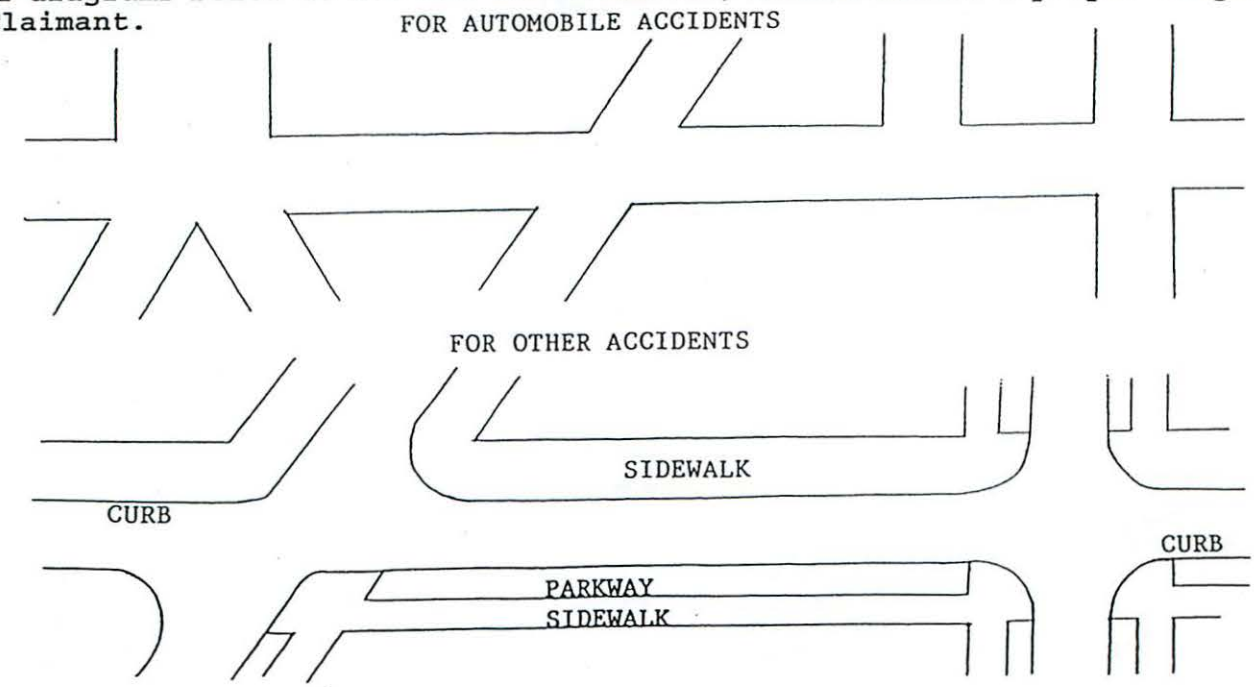
Make: _____ Model: _____ Year: _____ Mileage: _____

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



SIGNATURE OF CLAIMANT: _____ Date: 5/21/13

DATE RECEIVED 5-21-13

RECEIVED BY L S Schneider

CLAIM NO. 2-13

CLAIM

MAY 21 '13 PM 2:31

Claimant's Name: JOHN E DESCH

Claimant's Address: 1646 So. 24th STR.
SHEB. WI. 53081

Claimant's Phone No.

Auto	$
Property	$ 655.63
Personal Injury	$
Other (Specify below)	$
TOTAL	$655.63

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 $ 655.63.

SIGNED: [signature] DATE: 5/21/13

ADDRESS: 1646 So. 24th STR.,
SHEBOYGAN, WI. 53081

ALDAG HONALD

Cardmember Service

April 2013 Statement
Open Date: 03/06/2013 Closing Date: 04/03/2013

Visa® Platinum Card
JOHN E RESCH
SANDRA R RESCH

New Balance	**$1,047.91**
Minimum Payment Due	**$30.00**
Payment Due Date	**05/01/2013**

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a $35.00 Late Fee.

Acti
Prev
Payr
Othe
Purc
Bala
Adva
Othe
Fees
Interest Charged

Payments and Other Credits

Post Date	Trans Date	Ref #	Transaction Description	Amount
03/18	03/15	9536	WALGREENS #6097 SHEBOYGAN WI MERCHANDISE/SERVICE RETURN	$8.39CR
03/25	03/22	0290	PAYMENT THANK YOU	$562.60CR
			TOTAL THIS PERIOD	**$570.99CR**

Purchases and Other Debits

Post Date	Trans Date	Ref #	Transaction Description	Amount
03/08	03/06	6853	GLANDER PRESCRIPTIONS SHEBOYGAN WI	$12.00
03/08	03/07	6884	FESTIVAL FOODS SHEBOYGAN WI	$16.64
03/11	03/10	2374	PIGGLY WIGGLY #015 SHEBOYGAN WI	$11.52
03/11	03/08	4851	WAL-MART #1276 SHEBOYGAN WI	$16.02
03/12	03/08	0082	CAAN FLORAL COMPANY IN SHEBOYGAN WI	$14.36
03/12	03/11	6863	FOOTSMART 800-230-4077 GA	$91.24
03/13	03/12	9302	PIGGLY WIGGLY #015 SHEBOYGAN WI	$11.33
03/14	03/13	5307	FESTIVAL FOODS SHEBOYGAN WI	$12.83
03/14	03/13	2667	WAL-MART #1276 SHEBOYGAN WI	$11.84
03/14	03/13	7075	POTPOURRI COLLECTION 800-688-8051 MA	$49.45
03/14	03/13	0456	MARY MAXIM *CRAFTS 800-962-9504 MI	$33.40
03/14	03/13	3663	PGI*THE STITCHERY 877-758-6946 MA	$22.94
03/18	03/16	9653	HOBBY LOBBY #277 SHEBOYGAN WI	$4.70
03/18	03/16	6841	PET SUPPLY OUTLET SHEBOYGAN WI	$29.39
03/18	03/14	4368	WALGREENS #6097 SHEBOYGAN WI	$8.39
03/18	03/14	4442	WALGREENS #6097 SHEBOYGAN WI	$87.99
03/20	03/19	0607	WAL-MART #1276 SHEBOYGAN WI	$19.16
03/20	03/19	0349	MIESFELD'S TRIANGLE MA SHEBOYGAN WI	$5.98
03/20	03/19	9305	WALGREENS #6097 SHEBOYGAN WI	$15.20
03/21	03/19	2105	BADGER HATCHERY IN HOWARDS GROVE WI	$62.95
03/22	03/21	0090	BRET'S BP SHEBOYGAN WI	$37.43
03/25	03/23	1956	WAL-MART #1276 SHEBOYGAN WI	$23.94
03/25	03/21	1712	MARTEN'S TRILLING TRUE SHEBOYGAN WI	$8.17
03/25	03/22	0012	ALDAG HONOLD 9204585558 WI	$169.97
03/27	03/25	8042	GLANDER PRESCRIPTIONS SHEBOYGAN WI	$6.00
03/27	03/26	9429	WAL-MART #1276 SHEBOYGAN WI	$12.57
03/27	03/26	4827	WALGREENS #6097 SHEBOYGAN WI	$12.57
03/28	03/27	0017	SPG - SIMA 9204535432 WI	$10.00
04/01	03/30	6824	WALGREENS #6097 SHEBOYGAN WI	$87.99
04/01	03/31	6868	WALGREENS #6097 SHEBOYGAN WI	$26.95

Continued on Next Page

4-8-13

GLENN POWERS
2023 N. 9th Street
Sheboygan, WI 53081
(920) 457-5394

GLENN'S DRAIN AND SEWER CLEANING SERVICE

Name: John Resch

Address: 1646 S 24th

Phone: 458-3237

Rental:

Kitchen:

~~Bathroom~~: Camera 150.00

Basement: Clear Sewer line 125.00

Parts:

Service Call: 275.00

Tax:

Total:

Payment in full upon completion.

Thank You

COLD MIX

SLOP SINK

Aldag/Honold Mechanical, Inc.

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

Invoice

Invoice Number: 178157
Invoice Date: 2/18/2013
Page: 1 of 1

Bill To: 583237
JOHN RESCH
1646 S 24TH ST
SHEBOYGAN, WI 53081

Service 011891
Location: JOHN RESCH
1646 S 24TH ST
SHEBOYGAN, WI 53081

Work Order ID	Complete Date	PO Number	Terms	Called in By
178157	01 /21/2013		NET 30-1.5%/MONTH	JOHN

Description of Work

Unclog basement drain

Cleaned sewer

Qty	Item ID	Description		Unit Price	Amount
Equipment					
1		SEWER MACHINE		25.00	25.00
				SubTotal	25.00
Labor					
1:15	PFJO	8236S	Labor	140.50	175.63
				SubTotal	175.63

Ck# 2010
2/21/13 210.66

Invoice Subtotal	200.63
Sales Tax	10.03
Invoice Total	210.66
Payment Received	0.00
Balance Due	$210.66

2/21/13
#2010

II

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

Submitting a communication from Johnathon J. Pirwitz requesting a waiver from the Sex Offender Residency restrictions in order to live at 1108 Broadway.

Susan Richards

City Clerk

MAY 22 '13 PM 2:15

Date 5-15-13

My name is JONATHON J. PIRWITZ.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1108 BROADWAY AVE WITH MY WIFE & TWO SONS.

Signature

Phone No 920-627-9566

II

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

Submitting a petition for direct annexation by unanimous approval signed by the Town of Wilson regarding 4108 South 18th Street.

Susan Richards

City Clerk

MAY 30 '13 PM 4:58

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL
PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES

We, the undersigned, constituting all of the electors and all of the owners of real property in the following territory of the Town of Wilson, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Common Council of said City to annex the territory described below and shown on the attached scale map to the City of Sheboygan, Sheboygan County, Wisconsin:

PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, T. 14 N., R. 23 E., SHEBOYGAN COUNTY, STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S. 18TH ST., ALSO KNOWN AS THE NORTH/SOUTH 1/4 LINE, AND THE EAST/WEST 1/4 LINE OF SECTION 3, T. 14 N., R. 23 E., THENCE WEST ALONG SAID EAST/WEST 1/4 LINE 340' TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 340' TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 630', TO A POINT 970' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE SOUTH, PARALLEL TO SAID NORTH/SOUTH 1/4 LINE 673', THENCE EAST 630', 673' SOUTH OF AND PARALLEL TO THE EAST/WEST 1/4 LINE TO A POINT 340' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE NORTH 673' PARALLEL TO SAID NORTH/SOUTH 1/4 LINE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 423,987.85 SQ. FT. OR 9.73 ACRES. (Part of Tax Parcel No. 59030451620)

We, the undersigned, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

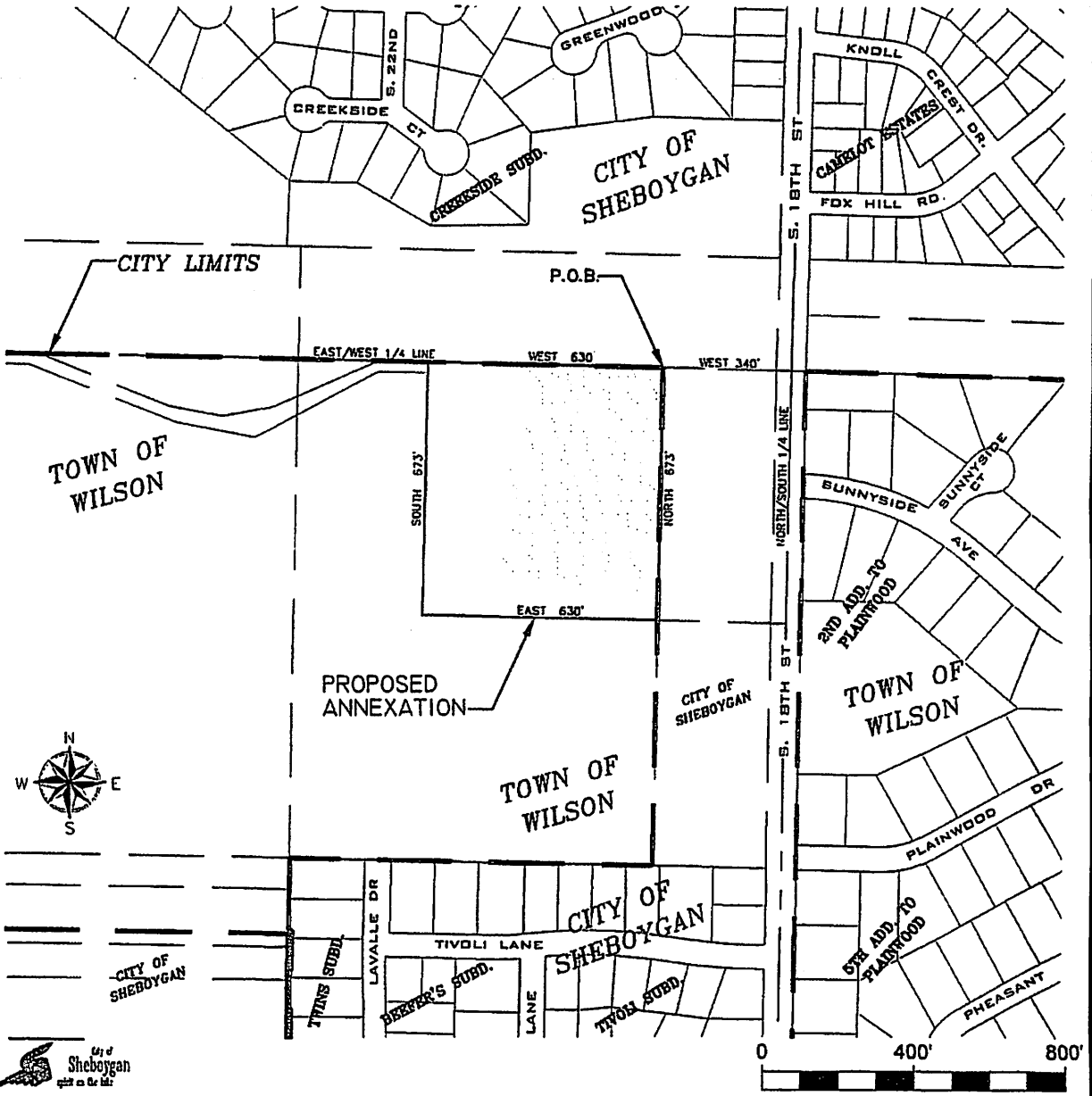
The above described territory contains a population of 0 .

Signature of Petitioner	Date	Mark X if owner	Mark X if an elector	Description of Property or Address
TOWN OF WILSON By: David L. Gartman David Gartman Chairperson	5/28/13	X		4108 S. 18th Street Sheboygan, WI
Attest: Georgene Lubach Georgene Lubach Interim Clerk	5/28/13			

PROPOSED ANNEXATION
FOR CITY / TOWN DOG PARK
SECTION 3, T. 14 N., R. 23 E.

PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, T. 14 N., R. 23 E., SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S. 18TH ST., ALSO KNOWN AS THE NORTH/SOUTH 1/4 LINE, AND THE EAST/WEST 1/4 LINE OF SECTION 3, T. 14 N., R. 23 E., THENCE WEST ALONG SAID EAST/WEST 1/4 LINE 340' TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 630', TO A POINT 970' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE SOUTH, PARALLEL TO SAID NORTH/SOUTH 1/4 LINE 673', THENCE EAST 630', 673' SOUTH OF AND PARALLEL TO THE EAST/WEST 1/4 LINE TO A POINT 340' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE NORTH 673' PARALLEL TO SAID NORTH/SOUTH 1/4 LINE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 423,987.85 SQ. FT. OR 9.73 ACRES.



II

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

Submitting a Notice of Claim in the matter of Annalee Kruger, pursuant to Wis. Stats. Sec. 345.05 and 893.80(1).

Susan Richards

City Clerk

Claim # ~~[illegible]~~ 10-12
Linda S. Schroeder
MAY 23 '13 PM 5:06

MAY I. BECKER
518 A South 14th
Sheboygan, WI 53080

This is the NOTICE OF CLAIM OF Annalee Kruger. The following claim is made pursuant to WIS. STATS. SEC. 345.05 and 893.80(1).

Please be advised that this office has been retained by Annalee Kruger. Annalee Kruger is an adult and resides at 11211 W. Talon Circle Greenfield, WI 53228.

Annalee Kruger hereby gives notice of claim in all matters pertaining to the care and treatment of Annalee Kruger, as hereinafter described:

DATE AND TIME of INCIDENT: On or about May 3, 2012 at approximately 11:43am.

LOCATION: in the city of Sheboygan at the intersection of North 8th Street and Pennsylvania Avenue.

CIRCUMSTANCES: Annalee Kruger was crossing the street, using the crosswalk. She had the right of way. A school bus driven by May Becker failed to yield the right of way when making a left turn, striking Annalee Kruger. She was thrown several feet. A copy of the accident report is attached.

Annalee sustained several facial and head injuries, and bruising about her entire body, mental anxiety and distress, and other personal injuries. She sustained past and future pain, suffering and disability. She incurred past medical expenses and will have future medical expenses. She has incurred wage loss and loss of both past and future earning capacity. As a direct and proximate result of the negligence of the above-named parties, Annalee Kruger suffered facial lacerations to the left cheek, fractured bones to the left facial area, damage to her left eye, loosened teeth and impairment of jaw function, and injury to her hip, ribs and left side. She subsequently underwent two surgeries to repair the fractures in her face as well as a surgery to repair the left eye. Her left eye does not close fully and she must administer eye drops every hour. At night she must sleep with an eye patch. Her driving has been impaired by the injury, due to her lack of peripheral vision and depth perception.

PERSONS INVOLVED: The following persons and/or entities were negligent:

1. The driver, May Becker

2. The City of Sheboygan and/or the County of Sheboygan and/or the Sheboygan School District are negligent for the acts of their employee, May Becker, through the doctrine of respondeat superior and the law of agency. In addition, the City and/or County and/or Sheboygan Area School District had control of hiring and training. One or all of these entities liable for negligent hiring and/or negligent entrustment of the bus to Ms. Becker, and negligent in the training of Ms. Becker.

SCANNED: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, CHIEF DOMAGALSKI, TRACY ROBINSON

INVESTIGATION: At all times material, all parties named at the beginning of this document, but particularly the City of Sheboygan and/or the County of Sheboygan and/or the Sheboygan School District had actual notice of the claimant's injuries and damages and of the above-described incident and thoroughly investigated same.

ITEMIZED STATEMENT OF RELIEF SOUGHT:

Past Hospital and Medical Expenses: *(itemization attached)*	$ 53,175.16
Future Hospital and Medical Expenses:	$ 35,000.00
Past and Future Pain, Suffering and Disability:	$400,000.00
Past and Future loss of earning capacity:	$250,000.00

WHEREFORE, Annalee Kruger demands satisfaction in the amount of $738,175.16 against the City of Sheboygan/County of Sheboygan/School District of Sheboygan and all others named above.

CENTOFANTI LAW, SC

By: _____
Kelly L. Centofanti
State Bar No. 1001

Dawn L. Drellos-Thompson
State Bar No. 1026247

Subscribed and sworn to before me
this 8th day of May, 2013.

_____
Notary Public, State of Wisconsin
My Commission expires: 5/25/14.

Annalee Kruger Medical and Hospital Bills to Date

Sheboygan Fire Department 5/3/12	$ 818.00
Aurora Sheboygan Medical Center 5/3/12	$ 7,195.50
Mayo Clinic 5/10/12, 5/11/12, 5/12/12, 56/25/12, 6/25/12, 6/26/12, 8/15/12, 8/24/12, 9/17/12	$41,444.74
WalMart Pharmacy	$ 92.24
WI Radiology Specialists 5/8/12	$ 64.00
Arrowhead Medical Clinic 5/24/12	$ 287.00
Mayo Clinic Pharmacy 5/12/12	$ 224.74
Walgreens	$ 134.58
Sam's Club Pharmacy	$ 112.45
Medical College Physicians 9/4/12	$ 189.00
Columbia St. Mary's 5/8/12	$ 1,198.91
Dr. Brackett, CSM 5/8/12	$ 518.00
Michael Martin, DDS 5/7/12, 12/5/12	$ 526.00
Optix 5/5/12, 12/4/12	$ 170.00
Wheaton Franciscan Medical Group	$ 200.00
Total medical/hospital bills to date:	$53,175.16

May 8, 2013

NOTICE OF CLAIM

To: DAVID GALLIANETTI, Board President
Sheboygan Area School District
730 Broughton Drive
Sheboygan, WI 53081

JOSEPH SHEEHAN, Ph.D.
Superintendent of Schools
Sheboygan Area School District
830 Virginia Avenue
Sheboygan, WI 53081

JOHN HILL, Clerk
Sheboygan Area School District
830 Virginia Avenue
Sheboygan, WI 53081

TERRY VAN AKKEREN, Mayor
City of Sheboygan
828 Center Avenue, #301
Sheboygan, WI 53081

SUE RICHARDS, City Clerk
City of Sheboygan
828 Center Avenue, #100
Sheboygan, WI 53081

ROGER L. TE STROETE, County Board Chairman
Administration Building, Third Floor, #311
508 New York Avenue
Sheboygan, WI 53081

JULIE GLANCEY, County Clerk
Administration Building, First Floor, #129
508 New York Avenue
Sheboygan, WI 53081

II

R. O. No. ____ - 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.

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

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.

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

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.

[redacted]

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.

Borrower Initials:

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

Borrower Initials: _____

EXHIBIT A

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

_____ (Seal)
-Borrower

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

[Sign Original Only]

EXHIBIT A

WF

[redacted]

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

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

Borrower Initials: Rita A. S

[redacted]

15

Wi30501.mtg

EXHIBIT B

(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

Legibility Impaired

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: _____ _____ _____ _____ _____ _____

EXHIBIT B

Legibility Impaired

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: _____ _____ _____ _____ _____ _____

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.

Borrower Initials: _____ _____ _____ _____ _____ _____

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.

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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.

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EXHIBIT B

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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EXHIBIT B

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

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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

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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)
RITA A. SMITH -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 Schreiner
DEBORAH E. MIKUSH Notary Public

My commission expires: 08/05/06

This instrument was drafted by:
HOLLY KRECKLE

EXHIBIT B

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.

(Seal) RITA A. SMITH -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

Us3170 rd.3 tam

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

FIRST AMERICAN

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

II

R. O. No. ____ - 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.

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

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

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

Plaintiff,

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

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.

CLERK CIRCUIT COURT
FILED
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

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

X 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.

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.

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

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

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'SFAILURETO 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. OBLIGATIONSOF 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.

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

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

[Sign Original Only]

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

COMMUNITY BANK AND TRUST
BY: _____
DEBERAH L FILIPIAK
MORTGAGE PROCESSING OFFICER

PAY TO THE ORDER OF:

WITHOUT RECOURSE
Washington Mutual Bank F.A.

_____
Assistant Vice President
Gail E. Wassel

kuhlman

[redacted]

1675863

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

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

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

EXHIBIT A

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(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]

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

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

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

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

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

Lender as payment under the Note or this 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'sLoan 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

(Seal)

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

W.B.A. 3425 (6/99) F11113

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

LYNN A. GERONDALE NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:

LYNN GERONDALE
(Type or Print)

*Type or print name signed above.

EXHIBIT 3

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

HELEN P TABBS NOTARY PUBLIC

This document was drafted by E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
JPCAS [redacted] [C] FRMWI1_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:

Cassandra Veasley
Witness
Name: Cassandra Veasley

Angela L. Minor
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

Regina M Richardson
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

Regina M Richardson
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

III

Res. No. ____ - 13 - 14. By Alderperson Carlson. June 3, 2013.

A RESOLUTION providing a list of approved evidence-based alcohol education programs pursuant to §70-154(c)(2), Sheboygan Municipal Code.

WHEREAS, §70-154(c)(2) of the Municipal Code provides that any person who has no prior convictions pursuant to that ordinance and who has never been given the opportunity for the alternative penalty in this subsection, may, as an alternative sentence, have all forfeitures and costs waived, conditioned upon such person attending and successfully completing an approved evidence-based alcohol education program; and,

WHEREAS, §70-154(c)(2) of the Municipal Code further provides that the common council may, by resolution, provide a list of such alcohol education programs;

WHEREAS, in the absence of such programs offered by local mental health providers, schools, and colleges, the Police Department has created and developed a department-run alcohol education program that will cost the department and other city agencies approximately $100.00 per person to maintain and operate;

NOW, THEREFORE BE IT RESOLVED: That the alcohol education program created and developed by the Sheboygan Police Department is an approved evidence-based alcohol education program.

BE IT FURTHER RESOLVED: That said the cost to an individual for attending said program shall be set at $100.00.

BE IT FURTHER RESOLVED: That the Common Council encourages local mental health providers, schools, and colleges to consider developing evidence-based alcohol education programs and obtaining approval for such programs.

_____

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. June 3, 2013.

A RESOLUTION authorizing executing a one-year lease for the agricultural property known as the Schuchardt Property.

De Master Farms has leased this property for approximately 40 years from the prior owners for farming practices and wishes to continue to farm the property. The City reserves the exclusive right to terminate in full or in part the lease with 20 days written notice for purposes of facilitating development needs and the Tenant understands that they need to remove the crops at their expense should the City exercise the 20-day termination notice.

The Tenant agrees to pay the City the equivalent of $60/acre based on the farmable acreage and no more than $3,600 per year. The Tenant will also reimburse the City for lease during the 2012 season.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with De Master Farms for the 2013 agricultural use of approximately 60 acres of the former Schuchardt property.

_____

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

AGRICULTURAL LAND LEASE

This lease entered into as of the 1st day of April, 2013, between CITY OF SHEBOYGAN, State of Wisconsin, hereinafter referred to as "LANDLORD", and DAVID and ELEANOR DEMASTER d/b/a DEMASTER FARMS of Cedar Grove, Wisconsin, hereinafter referred to as "TENANT":

W I T N E S S E T H :

1. **LEASE OF PREMISES:** LANDLORD for and in consideration of the rents, covenants, agreements and conditions hereinafter set out to be kept and performed by TENANT, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD on the same terms and conditions the following described premises:

various irregular parcels totaling approximately 60 acres as depicted on the attached maps.

2. **TERM:**: This lease shall commence on April 1, 2013 and shall terminate on November 30, 2013. However, LANDLORD reserves the exclusive right to terminate in full or in part this lease with 20 days written notice for purposes of facilitating development needs.

3. **RENTAL:** The rental shall be $3,600.00 per year, payable on or before December 31, 2013. However, in the event of an early termination, rent will be prorated based on 60 acres and based on the term of the tenancy.

4. **STIPULATED USAGE:** The leased premises are to be used for agricultural purposes only. The TENANT covenants to farm said premises consistent with good management practices, having due regard for the maintenance of soil fertility and the proper rotation of crops, among other practices.

5. **LIABILITY INSURANCE:** It is the responsibility of TENANT to provide liability insurance coverage for his employees, customers and invitees and submit proof thereof to LANDLORD upon request.

6. **ASSIGNMENT AND SUBLETTING:** TENANT may not assign this lease or sublet the premises or any part thereof without first obtaining the written consent of LANDLORD, which consent shall

be conditioned upon the financial responsibility and character of the party to whom the premises are to be assigned or sublet, but that such consent shall not be unreasonably withheld.

7. **COMPLIANCE WITH LAW:** TENANT shall not commit any undue waste on the leased premises and shall conform with all applicable laws and ordinances respecting the use and occupancy thereof relating to matters not covered elsewhere herein.

8. **LANDLORD'S ENTRY FOR INSPECTION:** LANDLORD and his legal representatives shall have the right, at all reasonable times, to enter into and upon the leased premises for the purpose of examining, inspecting, viewing, maintaining, and repairing the same and of showing said premises to prospective purchasers and tenants, said inspections, however, not to unreasonably interfere with the business of TENANT.

9. **RIGHT OF FIRST REFUSAL FOR FUTURE RENTAL:** TENANT shall have a right of first refusal for the continued rental of the above-described premises after termination of lease such that in the event LANDLORD shall receive from a third party a bona fide offer to rent the above-described premises for agricultural purposes, TENANT shall have the right to meet the price and terms of said offer to rent within fifteen (15) days after a copy of said offer to rent is personally delivered to TENANT. If TENANT fails to exercise his right of first refusal within the time period herein specified, said right of first refusal shall be deemed waived and this right of first refusal shall be of no further force and effect with respect to the said premises. If, however, for any reason, LANDLORD shall fail to consummate the lease of the subject premises to said third party, the rights herein mentioned shall be deemed revived and be of the same force and effect as if no bona fide offer was ever received.

10. **EXPENSES REGARDING ENFORCEMENT OF COVENANTS AND AGREEMENTS:** Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this lease.

11. **SUCCESSORS, ETC.:** The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

12. This lease shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above set forth.

CITY OF SHEBOYGAN, LANDLORD

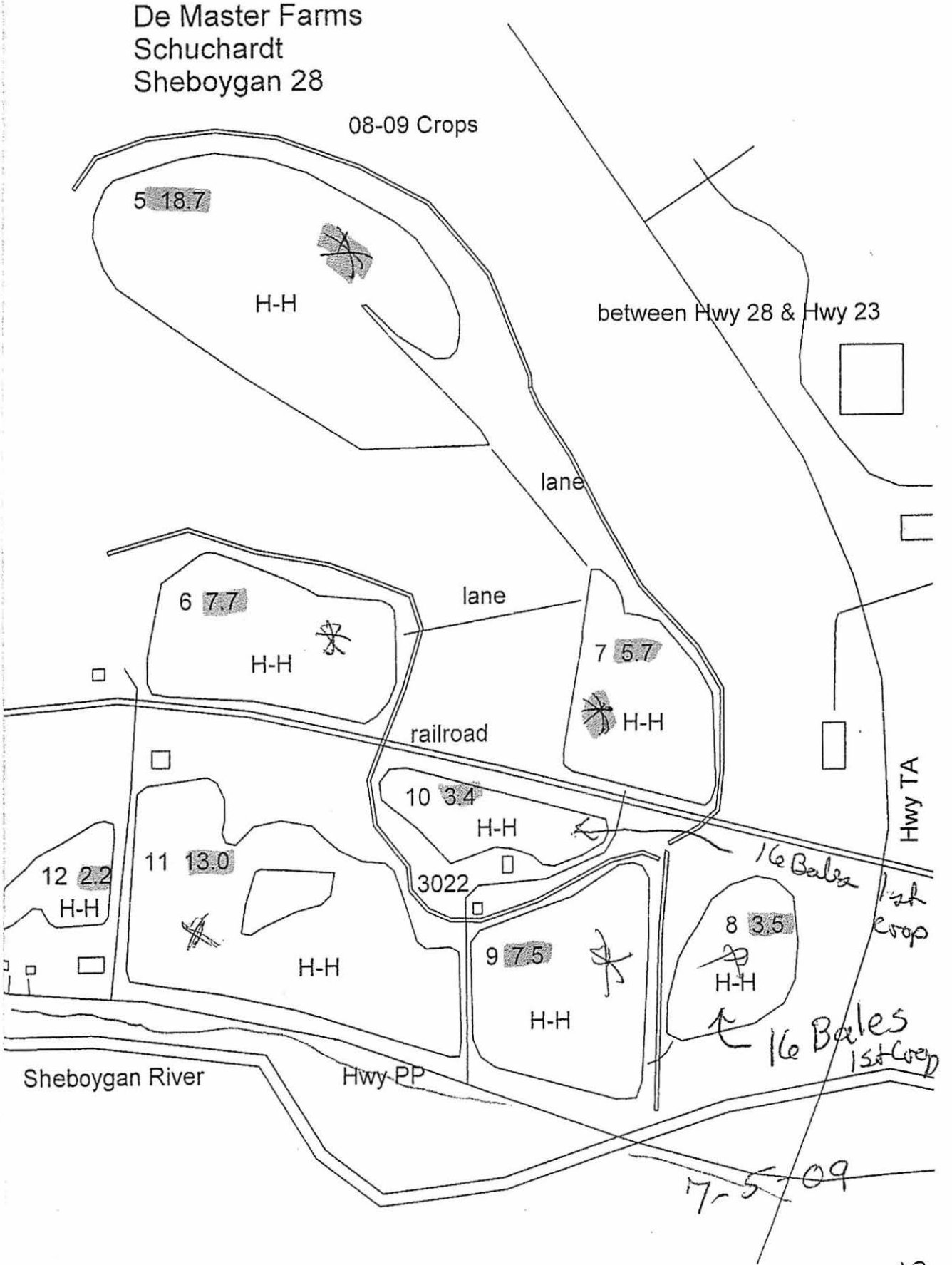
_____(SEAL)
Authorized Register Agent

DEMASTER FARMS, TENANT

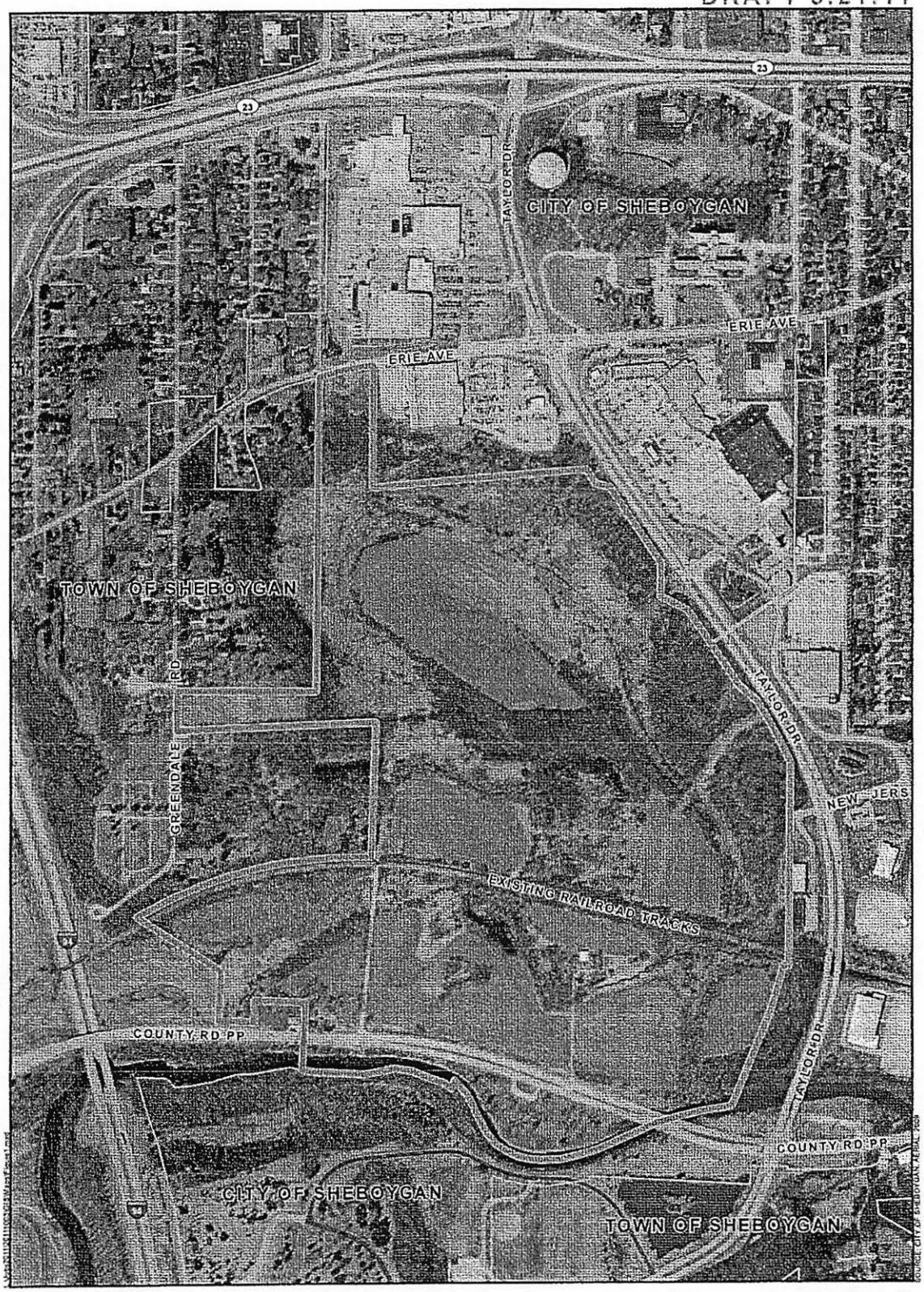
_____(SEAL)
David DeMaster

_____(SEAL)
Eleanor DeMaster

De Master Farms
Schuchardt
Sheboygan 28



DRAFT 3.21.11



Legend

- Property Boundary
- City Limits

0 125 250 500 Feet

1 inch = 500 feet

N

FIGURE 1

PROPERTY LOCATION MAP

SCHUCHARDT PROPERTY
TOWN OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

City of Sheboygan

GREF

III

Res. No. ____ - 13 - 14. By Alderperson Heidemann. June 3, 2013.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) of that the 2012 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2012 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Bio-solids Quality and Management section of the 2012 CMAR having received a Grade of "B" does not require a response at this time; let it be known that the City has made changes to the Solids Management Practices at the Wastewater Treatment Plant to become compliant with WDNR regulations. The City has purchased a Medium Temperature Biosolids Dryer and hired a contractor to install the biosolids dryer. Upon completion of the Biosolids Dryer Project in September 2014 the Wastewater Treatment Plant will be in compliance the required 180 days of bio-solids storage capacity;

BE IT FURTHER RESOLVED: That the other sections of the 2012 CMAR having received a Grade of "A" require no further action by council; and

BE IT FURTHER RESOLVED: That the 2012 CMAR be accepted and placed on file.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Memorandum

To: Dave Biebel, Director of Public Works

CC: Sharon Thieszen, Industrial Waste Supervisor/Chemist

From: Dale L. Doerr, Wastewater Superintendent

Date: 5/29/2013

Re: 2012 Compliance Maintenance Annual Report (CMAR)

Attached is the 2012 CMAR for the wastewater plant for your review. The CMAR is required by the DNR and it must be reviewed by Common Council and requires a resolution documenting that the Common Council has reviewed the document. The CMAR is filed electronically and is due June 30, 2013.

This year we received a grade of "A" on 8 of 9 of the evaluation criteria. We received a grade of "B" on Bio-solids Quality and Management. As you are aware, The grade of "B" is a result of in-sufficient bio-solids storage, (i.e. not meeting the WDNR, 180 day storage capacity requirement). Bio-solids storage is being addressed with the Bio-solids Drying Project currently in construction.

Draft wording for this resolution is attached to this memo. When the Common Council reviews the document and passes the resolution I will complete the electronic submittal process before the June 30, 2013 due date. If you have any questions, I am available upon request.

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/13/2013	Reporting Year: 2012

Influent Flow and Loading

Questions

1. Monthly average flows and (C)BOD loadings.

InFluent No.701	Influent Monthly Average Flow, MGD	X	Influent Monthly Average (C)BOD Concentration mg.l	X	8.34	=	Influent Monthly Average(C) BOD Loading, pounds/day
January	8.584	X	225	X	8.34	=	16117
February	8.742	X	238	X	8.34	=	17344
March	12.25	X	166	X	8.34	=	17006
April	11.83	X	172	X	8.34	=	16950
May	12.07	X	161	X	8.34	=	16228
June	9.129	X	239	X	8.34	=	18171
July	8.351	X	258	X	8.34	=	17951
August	8.943	X	243	X	8.34	=	18125
September	7.667	X	267	X	8.34	=	17086
October	10.20	X	233	X	8.34	=	19808
November	8.419	X	247	X	8.34	=	17350
December	10.05	X	215	X	8.34	=	17977

2. Maximum month design flow and design (C)BOD loading.

	Design	X	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design (C)BOD, lbs./day	27940	x	90	=	25146
		x	100	=	27940

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant | **Last Updated: 5/13/2013** | **Reporting Year: 2012**

Influent Flow and Loading (Continued)

3. Number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent Flow	Number of times flow was greater than 90% of design	Number of times flow was greater than 100% of design	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each exceedance		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

4. Was the influent flow meter calibrated in the last year?

● Yes Enter last calibration date, MM/DD/YYYY 12/17/2012

○ No -explain

5. Sewer Use Ordinance

5.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

● Yes

○ No

If No, please describe:

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/13/2013	Reporting Year: 2012

Influent Flow and Loading (Continued)

5.2 Was it necessary to enforce?

○ Yes
● No

If Yes, please describe:

6. Septage Receiving

6.1 Did you have requests to receive septage at your facility?

Septic Tanks	Holding Tanks	Grease Traps
● Yes ○ No	● Yes ○ No	● Yes ○ No

6.2 Did you receive septage at your facility? If yes, indicate volume in gallons

Septic Tanks	Holding Tanks	Grease Traps
● Yes ○ No	● Yes ○ No	● Yes ○ No
596799 gal	4303850 gal	87700 gal

6.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes

Plant performance was not affected by receiving hauled-in-wastes.

7. Pretreatment

7.1 Did your facility experience operational problems, permit violations, biosolids quality concerns or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

○ Yes
● No

If Yes, describe the situationand your community's response:

7.2 Did your facility accept hauled industrial wastes, landfill leachate, etc?

● Yes
○ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the plant from the discharge of hauled industrial wastes.

Food processing wastes from cheese production, whey processing, off-spec (or expired) beverage. Coal Combustions Residual contact water was also accepted for disposal. Samples are collected from each load discharged to the POTW. Random samples are then analyzed as needed to determine waste load allocations and strenght of waste.

Influent Flow and Loading (Continued)

Influent Flow and Loading (Continued)

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Effluent Quality and Plant Performance ((C)BOD)

Questions

1. Monthly average effluent values, exceedances, and points for (C)BOD:

Outfall No.001	Monthly Average C(BOD) Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average C(BOD) (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	1	1	0	0
May	25	22.5	1	1	0	0
June	25	22.5	1	1	0	0
July	25	22.5	1	1	0	0
August	25	22.5	1	1	0	0
September	25	22.5	2	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	2	1	0	0
December	25	22.5	3	1	0	0
* Equals limit if limit is <=10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

2. If any violations occurred, what action was taken to regain compliance?

3. Was the effluent flow meter calibrated in the last year?

○ Yes - enter last calibration date, MM/DD/YYYY:

● No - explain:

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Effluent Quality and Plant Performance ((C)BOD) (Continued)

There is no effluent flow meter

4. What problems, if any, were experienced over the last year that threatened treatment?

None

5. Other Monitoring and Limits

5.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants suchas metals, pH, residual chlorine, or fecal coliform?

- ● Yes
- ○ No

If Yes, please describe:

The final effluent exceeded the total residual chlorine limit on May 14th & 16th. In both instances the bisulfite pump (for de-chlorination) was down for maintenance. A second sample was collected shortly after each violation. In both instances compliance was demonstrated with e subsequent sample collected.

5.2 At any time in the past year was there an effluent acute or chronic whole effluent toxicity (WET) test?

- ● Yes
- ○ No

If Yes, please describe:

Wet testing was completed in February 2012, we passed both the acute and chronic wet testing

5.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- ○ Yes
- ○ No
- ● NA

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/1/2013	Reporting Year: 2012

Effluent Quality and Plant Performance (Total Suspended Solids)

Questions	
1.	Monthly average effluent values, exceedances, and points for TSS:

Outfall No.001	Monthly Average TSS Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average TSS (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	5	1	0	0
March	30	27	5	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	3	1	0	0
July	30	27	3	1	0	0
August	30	27	4	1	0	0
September	30	27	3	1	0	0
October	30	27	5	1	0	0
November	30	27	4	1	0	0
December	30	27	6	1	0	0
* Equals limit if limit is <=10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

2.	If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/1/2013	Reporting Year: 2012

Effluent Quality and Plant Performance (Phosphorus)

	Questions
1.	Monthly average effluent values, exceedances, and points for Phosphorus:

Outfall No.001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.5	1	0
February	1	0.4	1	0
March	1	0.3	1	0
April	1	0.3	1	0
May	1	0.4	1	0
June	1	0.3	1	0
July	1	0.4	1	0
August	1	0.5	1	0
September	1	0.3	1	0
October	1	0.5	1	0
November	1	0.4	1	0
December	1	0.6	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

2. If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Biosolids Quality and Management

	Questions	Points
1	Biosolids Use/Disposal:	
	1.1 How did you use or dispose of your biosolids?(Check all that apply) ☒ Land Applied Under Your Permit ☐ Publicly Distributed Exceptional Quality Biosolids ☐ Hauled to Another Permitted Facility ☐ Landfilled ☐ Incinerated ☐ Other NOTE:If you do not remove biosolids from your system annually, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc, and if biosolids were land applied last year, please also check top box above. **1.1.1** If you checked Other, Please describe:	
2	Land Application Site:	
	Last Year's Approved and Active Land Application Sites 2.1.1 How many acres did you have? — 9112.60 acres 2.1.2 How many acres did you use? — 1346.3 acres **2.2** If you did not have enough acres for your land application needs, what action was taken?	
	2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?	0
	○ Yes(30 points) ● No	
	2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?	0
	● Yes ○ No (10 points) ○ N/A	
3	Biosolids Metals	
	Number of biosolids outfalls in your WPDES permit = **1**	
	3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year	

BIOSOLIDS METALS CHARACTERISTICS

Outfall:002 - LIQUID ANAEROBIC SLUDGE

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant | **Last Updated: 5/24/2013** | **Reporting Year: 2012**

Biosolids Quality and Management (Continued)

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	mg/kg on a dry weight basis												Times Exceeded		
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
arsenic		41	75	<25.9		<28.9		<5.8		<26		<18.9		<19.8			0	0
cadmium		39	85	<25.9		<28.9		1.8		<3.5		<3.8		<4			0	0
copper		1500	4300	242		308		226		278		313		356			0	0
lead		300	840	<25.9		<28.9		23.1		<26		<18.9		<29.7			0	0
mercury		17	57	<2.6		<2.9		.58		<.35		<.38		<.4			0	0
molybdenum	60		75	<25.9		<28.9		<12.6		<26		<28.4		<29.7		0		0
nickel	336		420	<13.3		<14.8		24.9		<13.4		47.3		<15.2		0		0
selenium	80		100	<25.9		28.9		7.1		<26		<28.4		<29.7		0		0
zinc		2800	7500	363		539		409		400		511		515			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel or selenium = 0 — 0

Exceedance Points		
●	0	0 Points
○	1-2	10 Points
○	> 2	15 Points

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loadings at each land application site? (check applicable box) — 0

- ○ Yes
- ○ No (10 points)
- ● NA. Did not exceed limits or no HQ limit applies (0 points)
- ○ NA. Did not land apply biosolids until limit was met(0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0 — 0

Exceedance Points		
●	0	0 Points
○	1	10 Points
○	> 1	15 Points

3.1.4 Were biosolids land applied which exceeded the ceiling limit? — 0

- ○ Yes(20 points)
- ● No (0 points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identifed?

COMPLIANCE MAINTENANCE ANNUAL REPORT

Biosolids Quality and Management (Continued)

Pathogen Control(per outfall):

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	1/1/2012 12:00:00 AM - 2/29/2012 12:00:00 AM
Density:	24700
Sample Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	1/1/2012 12:00:00 AM - 12/31/2012 12:00:00 AM
Density:	470000
Sample Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	3/1/2012 12:00:00 AM - 4/30/2012 12:00:00 AM
Density:	470000
Sample Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Biosolids Quality and Management (Continued)

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	5/1/2012 12:00:00 AM - 6/30/2012 12:00:00 AM
Density:	19700
Sample Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	7/1/2012 12:00:00 AM - 8/31/2012 12:00:00 AM
Density:	80600
Sample Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	9/1/2012 12:00:00 AM - 10/31/2012 12:00:00 AM
Density:	19700
Sample Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

Biosolids Quality and Management (Continued)

Outfall Number:	002
Biosolids Class:	B
Bacteria Type and Limit	F
Sample Dates:	11/1/2012 12:00:00 AM - 12/31/2012 12:00:00 AM
Density:	3650
Sample Concentratinor Amount:	CFU/G TS
Process:	
Process Description:	

4.1 If exceeded Class B limit or did not meet the process criteria at the time of land application(40 Points)

4.1.1 Was the limit exceeded or the process criteria not met at any time?

- ○ Yes
- ● No

If yes, what action was taken?

5 Vector Attraction Reduction(per outfall):0

Outfall Number:	002
Method Date:	2/29/2012 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	12/31/2012 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	4/30/2012 12:00:00 AM
Option Used To Satisfy Requirement:	INJ

Biosolids Quality and Management (Continued)

Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	6/30/2012 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	8/31/2012 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	10/31/2012 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	002
Method Date:	12/31/2012 12:00:00 AM
Option Used To Satisfy Requirement:	INJ
Limit (if applicable):	
Results (if applicable):	

5.1 If the limit or criteria was exceeded at the time of land application, 40 point — 0

5.1.1 Was the limit exceeded or the process criteria not met at any time?

○ Yes

● No

If yes, what action was taken?

Biosolids Storage:10

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Biosolids Quality and Management (Continued)

	6.1 How many days of actual,current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?	10
	○ >+ 180 days (0 points) ● 150 - 179 days (10 points) ○ 120 - 149 days (20 points) ○ 90 - 119 days (30 points) ○ < 90 days (40 points) ○ Not Applicable (0 points)	
	6.2 If you check Not Applicable above, explain why.	
7.	Issues:	
	7.1 Describe any outstanding biosolids issues with treatment, use or overall mgt? We are in the process of installing a biosolids dryer, that will be capable of drying 50 percent of our bisolids. This will bring us into compliance with the 180 day storage rule.	

Total Points Generated	10
Score (100 - Total Points Generated)	90
Section Grade	B

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/1/2013	Reporting Year: 2012

Staffing and Preventative Maintenance (All Treatment Plants)

	Questions	Points
1.	Was your wastewater treatment plant adequately staffed last year?	
	● Yes ○ No If No, please describe: Could use more help/staff for:	
2.	Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?	
	● Yes ○ No. Explain	
3.	Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?	0
	● Yes (Continue with questions below) ○ No (40 points and go to question 6) If No, explain:	
4.	Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?	0
	● Yes ○ No (10 points)	
5.	Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?	0
	● Yes ○ (Paper file system) ○ (Computer program) ● (Both Paper and Computer) ○ No (10 points)	
6.	Did your plant have a detailed O&M Manual that was used as a reference when needed?	
	● Yes ○ No	
7.	Rate the overall maintenance of your wastewater plant.	
	● Excellent	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/1/2013	Reporting Year: 2012

Staffing and Preventative Maintenance (All Treatment Plants) (Continued)

- ○ Very Good
- ○ Good
- ○ Fair
- ○ Poor

Describe your rating:

We have a well documaneted maintenance program with extremely qualified maintenance staff. We stay on top of preventive maintenance and take corrective action immediantly to reduce equipment downtime.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/1/2013	Reporting Year: 2012

Operator Certification and Education

	Questions	Points
1.	Did you have a designated operator-in-charge during the report year?	0
	● Yes (0 point) ○ No (20 points) Name: DALE L DOERR Certification No: 32409	
2.	In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?	
	Required: 4 - ACEFGIJ; A - PRIMARY SETTLING; C - ACTIVATED SLUDGE; E - DISINFECTION; F - ANAEROBIC DIGESTION; G - MECHANICAL SLUDGE; I - PHOSPHORUS REMOVAL; J - LABORATORY Held: 4 - ACEFGHIJ; 2 - BD; 4 - A=PRIMARY SETTLING GRADE 4; C=ACTIVATED SLUDGE GRADE 4; E=DISINFECTION GRADE 4; F=ANAEROBIC DIGESTION GRADE 4; G=MECHANICAL SLUDGE GRADE 4; H=FILTRATION GRADE 4; I=PHOSPHORUS REMOVAL GRADE 4; J=LABORATORY GRADE 4; 2 - B=TRICKLING FILTER/RBC GRADE 2; D=PONDS/AEREATED LAGOONS GRADE 2	
3.	Was the operator-in-charge certified at the appropriate level to operate this plant?	0
	● Yes (0 point) ○ No (20 points)	
4.	In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation & maintenance of the plant that includes one or more of the following options (check all that apply):	0
	4.1 ☒ one or more additional certified operators on staff 4.2 ☐ an arrangement with another certified operator 4.3 ☐ an arrangement with another community with a certified operator 4.4 ☐ an operator on staff who has an operator-in-training certificate for your plant and is expected be certified within one year 4.5 ☐ a consultant to serve as your certified operator 4.6 ☐ None of the above (20 points) Explain:	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/1/2013	Reporting Year: 2012

Operator Certification and Education (Continued)

5.	If you had a designated operator-in-charge, was the operator-in-charge earning continuing education credits at the following rates?	
	Grades T, 1, and 2: ● Averaging 6 or more CEUs per year ○ Averaging less than 6 CEUs per year Grades 3 and 4: ● Averaging 8 or more CEUs per year ○ Averaging less than 8 CEUs per year Not applicable: ○ See Question 1.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Financial Management

	Questions	Points
1.	Person Providing This Financial Information	
	Name: Nancy Buss Telephone: (920) 459-3304 E-Mail Address(optional): nbuss@ci.sheboygan.wi.us	
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0
	● Yes (0 points) ○ No (40 points) If No, please explain:	
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2012	0
	● 0-2 years ago (0 points) ○ 3 or more years ago (20 points) ○ Not Applicable (Private Facility)	
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0
	● Yes ○ No (40 points)	
	REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)	
5.	Equipment Replacement Funds	
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2012	0
	● 1-2 years ago (0 points) ○ 3 or more years ago (20 points) ○ Not Applicable Explain:	
	5.2 What amount is in your Replacement Fund?	
	Equipment Replacement Fund Activity	
	5.2.1 Ending Balance Reported on Last Year's CMAR: $5055968.61 **5.2.2** *Adjustments* + $0.00 if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.) **5.2.3 Adjusted January 1st Beginning Balance** $5,055,968.61	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Financial Management (Continued)

5.2.4 *Additions* to Fund (e.g., portion of User Fee, earned interest, etc.)	+	$267,541.91	
5.2.5 *Subtractions* from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*.)	-	$0.00	
5.2.6 Ending Balance as of December 31st for CMAR Reporting Year		$5,323,510.52	

(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.)

*5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above

5.3 What amount should be in your replacement fund? $1,919,124.00

(If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)

5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)?

- ● Yes
- ○ No Explain:

6. Future Planning

6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system?

- ● Yes (If yes, please provide major project information, if not already listed below)
- ○ No

Project Description	Estimated Cost	Approximate Construction Year
Bio-solids Drying that will create a Class A Biosolids product. The City has purchased a Medium Temperature Belt Dryer from Huber Technology USA. An installation construction contract was awarded in May 2013, with substantial completion of the project expected in September 2014.	$8,000,000.00	2013

7. Financial Management General Comments:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Sanitary Sewer Collection Systems

	Questions	Points
1	Do you have a Capacity, Management, Operation & Maintenance(CMOM) requirement in your WPDES permit?	
	○ Yes ● No	
2	Did you have a documented (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
	● Yes (go to question 3) ○ No (30 points) (go to question 4)	
3	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	☒ **Goals:** Describe the specific goals you have for your collection system: The Department of Public Works' mission is to improve the quality of life within the City of Sheboygan, by effectively developing, maintaining, and improving infrastructure, natural resources, and community services. The Department's Capacity Management, Operation, and Maintenance CMOM) program is designed to contribute to this overall mission though the following Goals: Provide adequate sanitary sewer drainage without disruption of service. Provide proper resources for effective system management, operations, and maintenance. Provide adequate capacity to convey average and peak weather flows. Provide available resources to eliminate and mitigate all sanitary sewer overflows (SSOs). Provide proper notification to all parties with a reasonable potential for exposure. Provide proper training and education for personnel. ☒ **Organization:** Do you have the following written organizational elements (check only those that you have): ☒ Ownership and governing body description ☒ Organizational chart ☒ Personnel and position descriptions ☐ Internal communication procedures ☐ Public information and education program ☒ **Legal Authority:** Do you have the legal authority for the following (check only those that apply): ☒ Sewer use ordinance Last Revised MM/DD/YYYY 12/3/2012 ☒ Pretreatment/Industrial control Programs ☒ Fat, Oil and Grease control ☒ Illicit discharges (commercial, industrial) ☒ Private property clear water (sump pumps, roof or foundation drains, etc) ☐ Private lateral inspections/repairs ☒ Service and management agreements ☒ **Maintenance Activities: details in Question 4** ☒ **Design and Performance Provisions:** How do you ensure that your sewer system is designed and constructed properly? ☒ State plumbing code ☒ DNR NR 110 standards ☒ Local municipal code requirements ☒	

Sanitary Sewer Collection Systems (Continued)

Construction, inspection and testing

☐ Others:

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

- [x] **Overflow Emergency Response Plan:** Does your emergency response capability include (check only those that you have):
  - [ ] Alarm system and routine testing
  - [x] Emergency equipment
  - [x] Emergency procedures
  - [x] Communications/Notifications (DNR, Internal, Public, Media etc)
- [x] **Capacity Assurance:** How well do you know your sewer system? Do you have the following?
  - [x] Current and up-to-date sewer map
  - [x] Sewer system plans and specifications
  - [x] Manhole location map
  - [x] Lift station pump and wet well capacity information
  - [x] Lift station O&M manuals

  Within your sewer system have you identified the following?
  - [x] Areas with flat sewers
  - [x] Areas with surcharging
  - [x] Areas with bottlenecks or constrictions
  - [x] Areas with chronic basement backups or SSO's
  - [x] Areas with excess debris, solids or grease accumulation
  - [x] Areas with heavy root growth
  - [x] Areas with excessive infiltration/inflow (I/I)
  - [x] Sewers with severe defects that affect flow capacity
  - [x] Adequacy of capacity for new connections
  - [ ] Lift station capacity and/or pumping problems
- [x] **Annual Self-Auditing of your O&M/CMOM Program** to ensure above components are being implemented, evaluated, and re-prioritized as needed.
- [ ] **Special Studies Last Year(check only if applicable):**
  - [ ] Infiltration/Inflow (I/I) Analysis
  - [ ] Sewer System Evaluation Survey (SSES)
  - [ ] Sewer Evaluation and Capacity Managment Plan (SECAP)
  - [ ] Lift Station Evaluation Report
  - [ ] Others:

4. Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:

Cleaning	49.6	% of system/year
Root Removal	2.58	% of system/year
Flow Monitoring	0	% of system/year
Smoke Testing	0	% of system/year
Sewer Line Televising	6.1	% of system/year

COMPLIANCE MAINTENANCE ANNUAL REPORT

Sanitary Sewer Collection Systems (Continued)

Manhole Inspections	8.0	% of system/year
Lift Station O&M	50	# per L.S/year
Manhole Rehabilitation	1.28	% of manholes rehabed
Mainline Rehabilitation	0.78	% of sewer lines rehabed
Private Sewer Inspections	4.5	% of system/year
Private Sewer I/I Removal	0.03	% of private services

Please include additional comments about your sanitary sewer collection system below:

Provide the following collection system and flow information for the past year:

32.32	Total Actual Amount of Precipitation Last Year
36.0	Annual Average Precipitation (for your location)
170	Miles of Sanitary Sewer
5	Number of Lift Stations
0	Number of Lift Station Failure
0	Number of Sewer Pipe Failures
9	Number of Basement Backup Occurrences
116	Number of Complaints
9.687	Average Daily Flow in MGD
12.284	Peak Monthly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

36.000	Peak Hourly Flow in MGD(if available)	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE) — 0

	Date	Location	Cause	Estimated Volume (MG)
NONE REPORTED				

Were there SSOs that occurred last year that are not listed above?

- ○ Yes
- ● No

If Yes, list the SSOs that occurred:

PERFORMANCE INDICATORS

0.00	Lift Station Failures(failures/ps/year)
0.00	Sewer Pipe Failures(pipe failures/sewer mile/yr)
0.00	Sanitary Sewer Overflows (number/sewer mile/yr)
0.05	Basement Backups(number/sewer mile)
0.68	Complaints (number/sewer mile)
1.3	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)
3.7	Peaking Factor Ratio(Peak Hourly:Annual daily Average)

6. Was infiltration/inflow(I/I) significant in your community last year?

- ○ Yes
- ● No

If Yes, please describe:

7. Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ○ Yes
- ● No

If Yes, please describe:

8. Explain any infiltration/inflow(I/I) changes this year from previous years?

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant	Last Updated: 5/24/2013	Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	None, 2012 was dryer than average year	
9.	What is being done to address infiltration/inflow in your collection system?	
	Ongoing Sanitary sewer rehabilitation and manhole repairs. We continue to inspect private properties for illegal clear water connections. The Clear Water Inspector found 73 illegal connections to the sanitary sewer system in 2013.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant | Last Updated: | Reporting Year: 2012

WPDES No.0025411

GRADING SUMMARY

SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent Loadings	A	4.0	3	12
Effluent Quality:BOD	A	4.0	10	40
Effluent Quality:TSS	A	4.0	5	20
Effluent Quality:P	A	4.0	3	12
Biosolids Mgt.	B	3.0	5	15
Prev.Maintenance.Staffing	A	4.0	1	4
Operator Certification	A	4.0	1	4
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			32	123
GRADE POINT AVERAGE(GPA)=3.84		3.84		

Notes:

A = Voluntary Range
B = Voluntary Range
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Sheboygan Wastewater Treatment Plant | Last Updated: | Reporting Year: 2012

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
City of Sheboygan	06/17/2013
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Influent Flow and Loadings: Grade=A	
Effluent Quality: BOD: Grade=A	
Effluent Quality: TSS: Grade=A	
Effluent Quality: Phosphorus: Grade=A	
Biosolids Quality and Management: Grade=B	
Bio-solids Quality and Management section of the 2012 CMAR received a Grade of "B" and while the Grade 'B' does not require further action by the City at this time; the City has made changes to its Solids Management Practices at the WWTP	
Staffing: Grade=A	
Operator Certification: Grade=A	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) **G.P.A. = 3.84**	

III

Res. No. ____ - 13 - 14. By Alderperson Heidemann. June 3, 2013.

A RESOLUTION authorizing signing easement(s) for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easement(s) for a mini-storm sewer for the following properties:

1. Roy M. Mueller, 1925 Iowa Ave.
2. Michael T. Daniels and Diane M. Daniels, 3122 S. 17th St.
3. Jerome K. Timm and Sharon D. Timm, 1919 Iowa Ave.

_____

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

EASEMENT

THIS INDENTURE, made this 20 day of May, 2013, by Roy M. Mueller, residing at 1925 Iowa Avenue, Sheboygan, Wisconsin, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
807 Center Avenue
Sheboygan WI 53081

59281-442130
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east four feet (4') and the south eight feet (8') of the following described property:

WILSON WEST, W 3' OF LOT 2 & E 58' OF LOT 3, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN.

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 20 day of May, 2013.

Roy M. Mueller

Roy M. Mueller
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 20 day of May, 2013, Roy M. Mueller, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Wendy J Gorges
Wendy J Gorges
Notary Public-Sheboygan County
My commission expires 12-20-2015

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2013, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

MAY 28 '13 AM 8:13

EASEMENT

THIS INDENTURE, made this ____day of _____, 2013, by and between Michael T. Daniels and Diane M. Daniels, husband and wife, and as joint tenants, residing at 3122 S. 17th Street, Sheboygan, Wisconsin, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
807 Center Avenue
Sheboygan WI 53081

59281-405140
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north four feet (4') and the west thirty feet (30') of the following described property:

BELL AIRE SUBD, S 55' OF LOT 11, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 20th day of MAY, 2013.

Michael T. Daniels
(Sign in the presence of a Notary Public)

Diane M. Daniels
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 28 day of May, 2013, Michael T. Daniels and Diane M. Daniels, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

For Michael Daniels

FOR DIANE DANIELS
Michael Daniels
MY COMMISSION EXPIRES
9/14/2014
MICHAEL T. DANIELS

Linda S Long
LINDA S LONG
Notary Public-Sheboygan County
My commission expires June 16, 2013
City: Sheboygan

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2013, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

MAY 23 '13 PM 3:05

EASEMENT

THIS INDENTURE, made this 20 day of May, 2013, by and between Jerome K. Timm and Sharon D. Timm, husband and wife, and as joint tenants, residing at 1919 Iowa Avenue, Sheboygan, Wisconsin, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
807 Center Avenue
Sheboygan WI 53081

59281-442120
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the west four feet (4') of the following described property:

WILSON WEST, E 62' OF LOT 2, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 20 day of May, 2013.

Jerome K. Timm
(Sign in the presence of a Notary Public)

Sharon D. Timm
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 20 day of May, 2013, Jerome K. Timm and Sharon D. Timm, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Wendy J Gorges
Wendy J Gorges
Notary Public-Sheboygan County
My commission expires 12-20-2015

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2013, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Stephen G. McLean
Wisconsin State Bar No. 01011662

III

Res. No. - 13 - 14. By Alderperson Heidemann. June 3, 2013.

A RESOLUTION requesting the use of Evergreen and Quarryview Parks for the Making Spirits Bright Drive-Through Holiday Lights Show on an annual basis starting mid-October thru mid-January at Evergreen Park and Nov. 10 thru January 5 at the Quarryview Center starting with the year 2014 and continue annually for a 10-year period and to be revisited in the year 2024.

WHEREAS, for almost 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, the organizations who address those concerns. The motto of *Service Above Self* is exemplified annually by the projects Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.

WHEREAS, the primary goal of Making Spirits Bright is to provide a family fun event during the holiday season. They are partnering with the Sheboygan County Food Bank by asking all who attend this event to bring pantry items as their admission to the park.

WHEREAS, each year the goal is to increase the number of lights, displays, and enjoyment.

WHEREAS, the Sheboygan County Rotary Clubs are requesting the parks be closed to vehicular traffic (unless patrons to the light show) to ensure safety for this event.

WHEREAS, the Sheboygan County Rotary Clubs are looking for a long range plan for this event along with looking to invest into electrical upgrades for Evergreen Park in two phases with an approximate cost of $60,000 for both with additional upgrades by the City at an approximate cost of $25,000.

WHEREAS, the park system is intended for the benefit of the general public, authorization is limited to services consistent with this intent and the Sheboygan County Rotary Clubs are required to strictly adhere to the rules set up by the Department of Public Works.

RESOLVED: That the Sheboygan County Rotary Clubs are authorized to utilize Evergreen Park and the Quarryview Center for said dates above.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ____ - 13 - 14. By LAW AND LICENSING. June 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9873 denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, and a negative recommendation from the Sheboygan Police Department.

_____ _____

_____ _____

_____ _____

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. ____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. June 3, 2013.

Your Committee to whom was referred R. O. No. 29-13-14 by the City Clerk submitting a communication from Shane Hall stating that he wishes to report a noise disturbance from Rehab Bar & Grill located at 1450 S. 8th St.; recommends that the document be referred to Law and Licensing.

_____ _____

_____ _____

_____ _____

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. 29 - 13 - 14. By CITY CLERK. May 20, 2013.

Submitting a communication from Shane Hall stating that he wishes to report a noise disturbance from Rehab Bar & Grill located at 1450 S. 8th St.

Pub Prot & Safety

refer to Law & Lic.

Susan Richards
City Clerk

MAY 13'13 PM12:32

May 13, 2013

Shane Hall stopped at the City Clerk's counter to report a noise disturbance from Rehab Bar & Grill located at 1450 S 8th St. He has reported this problem to the police department at least 5 times. Shane lives four doors south of Rehab.

Friday & Saturday, May 10th & 11th, the music was extremely loud until closing time.

Shane is unable to spell and read. Linda Schroeder, Deputy Clerk, typed this letter for him.

Shane Hall

Shane Hall

VII

R. C. No. _____ - 13 - 14. By PUBLIC WORKS. June 3, 2013.

The Public Works Committee met and discussed the additional street improvement proposals for the Department of Public Works in 2013 in response to the severely deteriorated streets as a result of the winter season and supports a budget transfer of $250,000 from the 2012 budget reserve fund.

These additional projects (above and beyond normal operating budgeted projects) include, but not limited to, sanitary sewer repairs, Barrett Street Sanitary sewer replacement project, storm sewer repairs, pavement repairs, asphalt overlay projects.

In addition, these projects are considered maintenance level type repairs and are expected to extend the life for additional 5-7 years, depending upon the condition of the infrastructure and the costs will not be assessed.

For a detailed listing, refer to the attached proposal as submitted by the Department of 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

Gen. Ord. No. ____ - 13 - 14. By Alderperson Carlson. June 3, 2013.

AN ORDINANCE creating section 70-154 of the Municipal Code, entitled "Public Intoxication," so as to prohibit intoxication in public places, provide a penalty, and provide an alternative to said penalty in certain situations.

WHEREAS, it is the policy of the City of Sheboygan to comply with Chapter 51, Wis. Stats., the State Alcohol, Drug Abuse, Developmental Disabilities and Mental Health Act;

WHEREAS, it is also the policy of the City of Sheboygan to provide for the safety, welfare and health of the public while prohibiting certain harmful conduct of intoxicated persons;

WHEREAS, being publicly intoxicated makes a person vulnerable to injury, robbery, assault, and a number of other difficulties;

WHEREAS, this ordinance addresses the behavior of the individual, rather than his or her blood alcohol content level, thus encouraging responsible behavior while consuming alcohol and providing benefit to both the individual and the public;

WHEREAS, this section is intended to provide for the safety, welfare and health of the public as is allowed under §62.11(5), Wis. Stats., and is intended to comply with ch. 51, Wis. Stats.

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

Section 1. Section 70-154 of the Sheboygan Municipal Code is hereby created to read as follows:

"Section 70-154 Public Intoxication.

(a) Definitions:

The following words and phrases are defined as follows for the purpose of this section:

1. INCAPACITATED PERSON: A person, that as the result of the use of alcohol, drugs and/or another controlled substance, is unconscious or whose judgment is so impaired that he or she is incapable of making rational decisions, as evidenced objectively by indicators such as extreme physical debilitation, physical harm, or threats of harm to himself or herself or to any other person or to property.

2. IMPAIRED PERSON: A person who is under the influence of alcohol or whose mental or physical functioning is impaired as a result of the use of alcohol, drugs and/or another controlled substance. The fact

A

that a test of the person's breath, blood, or urine (including a preliminary breath test) shows that the person had an alcohol concentration of 0.08 or more is prima facie evidence that he or she is an impaired person.

3. PUBLIC NUISANCE: Conduct by an individual that is a disturbance of the peace, including, but not limited to, endangering himself or herself or other persons or property, acting in an unruly or combative manner, creating loud noises to the disturbance of other persons, refusing to follow the instructions of a police officer, refusing to follow the instructions to leave a place of business by the owner, employee or other person in charge thereof, or otherwise disturbing the peace in any public place.

4. PUBLIC PLACE: A place to which the public has access, and includes, but is not limited to, places owned or controlled by the city, county or state, any public street, highway, sidewalk, parking lot, alley, parks, schools, places of worship and private places open to the general public.

(b) Impairment in Public Places Prohibited

No person shall, in a public place, conduct himself or herself in such a manner as to be any of the following:

(1) a danger to himself/herself or to others as a result of the use of alcohol, drugs, or other substances;

(2) an incapacitated person as a result of the use of alcohol, drugs, or other substances;

(3) unable to care for his or her own safety or the safety of others by reason of impairment due to the use of alcohol, drugs, or other substances;

(4) an impaired person who

a. engages in disorderly conduct; or,

b. creates a public nuisance; or,

c. violates any ordinance or state statute.

(c) Penalty:

(1) In general

Any person violating the provisions of this section is subject to a forfeiture of not less than one hundred and fifty dollars ($150.00) together with statutory costs, and a forfeiture of not less than

three hundred dollars ($300.00) together with statutory costs for each subsequent violation within one year.

(2) Alternative penalty

Any person who has no prior convictions pursuant to this ordinance and who has never been given the opportunity for the alternative penalty in this subsection, may, as an alternative to the sentence in (1) above, have all forfeitures and costs waived, conditioned upon such person attending and successfully completing an approved evidence-based alcohol education program. The common council may, by resolution, provide a list of such alcohol education programs. Successful and timely completion of the alcohol education program shall result in the dismissal of the citation. However, failure to timely complete the alcohol education program shall result in the imposition of the original forfeiture.

(d) Exception.

No individual actively seeking medical treatment for an alcohol or other drug-related overdose will be subject to this ordinance for the sole violation of using or possessing alcohol. This exception shall extend to another individual seeking help for an intoxicated individual."

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

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. ____ - 13 - 14. By Alderpersons Hammond and Lessard.
June 3, 2013.

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

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 30th day of May, 2013, signed by all the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, T. 14 N., R. 23 E., SHEBOYGAN COUNTY, STATE OF WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S. 18TH ST., ALSO KNOWN AS THE NORTH/SOUTH 1/4 LINE, AND THE EAST/WEST 1/4 LINE OF SECTION 3, T. 14 N., R. 23 E., THENCE WEST ALONG SAID EAST/WEST 1/4 LINE 340′ TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 340′ TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 630′, TO A POINT 970′ WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE SOUTH, PARALLEL TO SAID NORTH/SOUTH 1/4 LINE 673′, THENCE EAST 630′, 673′ SOUTH OF AND PARALLEL TO THE EAST/WEST 1/4 LINE TO A POINT 340′ WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE NORTH 673′ PARALLEL TO SAID NORTH/SOUTH 1/4 LINE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 423,987.85 SQ. FT. OR 9.73 ACRES. (Part of Tax Parcel No. 59030451620)

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. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Wilson, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax

A

roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. 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 5. The territory described in Section 1 of this ordinance is hereby made a part of the 23rd Ward and 7th Aldermanic District.

Section 6. This ordinance shall take effect upon passage and publication as provided by law.

_____

_____

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

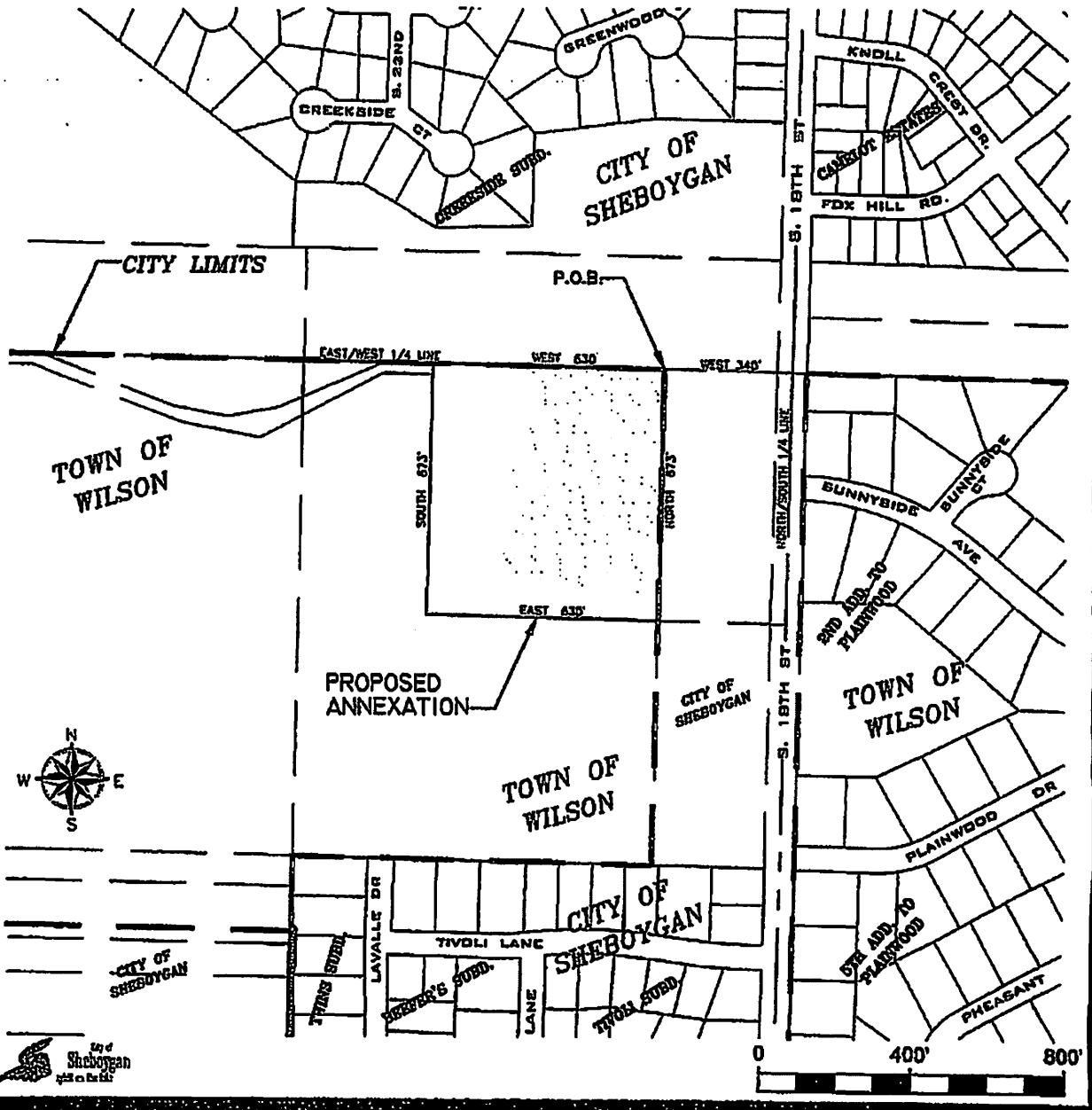
Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

PROPOSED ANNEXATION
FOR CITY / TOWN DOG PARK
SECTION 3, T. 14 N., R. 23 E.

PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, T. 14 N., R. 23 E., SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF S. 18TH ST., ALSO KNOWN AS THE NORTH/SOUTH 1/4 LINE, AND THE EAST/WEST 1/4 LINE OF SECTION 3, T. 14 N., R. 23 E., THENCE WEST ALONG SAID EAST/WEST 1/4 LINE 340' TO THE POINT OF BEGINNING, THENCE CONTINUING WEST ALONG SAID EAST/WEST 1/4 LINE 630', TO A POINT 970' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE SOUTH, PARALLEL TO SAID NORTH/SOUTH 1/4 LINE 673', THENCE EAST 630', 673' SOUTH OF AND PARALLEL TO THE EAST/WEST 1/4 LINE TO A POINT 340' WEST OF THE NORTH/SOUTH 1/4 LINE, THENCE NORTH 673' PARALLEL TO SAID NORTH/SOUTH 1/4 LINE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 423,987.85 SQ. FT. OR 9.73 ACRES.



XI

3.3

R. O. No. 20 - 13 - 14. By CITY PLAN COMMISSION. May 20, 2013.

Your Commission to whom was referred Gen. Ord. No. 1-13-14 by Alderperson Versey amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 15, 2013, and after due consideration, recommends approval of the General Ordinance.

Lies over to June 3.
Hammond/Carlson
Acc file
Ord. pass.

Director of Planning and Development

X

7.3

Gen. Ord. No. 1 - 13 - 14. By Alderperson Versey. May 6, 2013.

AN ORDINANCE amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes.

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

Section 1. Appendix A, Chapter 15, Section 15.105 of the Sheboygan Zoning Ordinance is amended to add "Donation Drop-off Boxes" as Land Uses Permitted as Temporary Uses in all Districts, i.e., Sections 15.105(1)(a)2.e., 15.105(2)(a)2.e., 15.105(2)(b)2.e., 15.105(2)(c)2.f., 15.105(2)(d)2.e., 15.105(2)(e)2.e., 15.105(2)(f)2.e., 15.105(3)(a)2.e., 15.105(3)(b)2.e., 15.105(3)(c)2.e., 15.105(3)(d)2.e., 15.105(3)(e)2.e., 15.105(3)(f)2.e., 15.105(3)(g)2.e., 15.105(3)(h)2.e., and 15.105(3)(i)2.e.

Section 2. Appendix A, Chapter 15, Table 15.203(9) of the City of Sheboygan Zoning Ordinance, Land Uses is hereby amended to add Subsection (i) as follows:

(i) Donation Drop-off Boxes which shall be permitted as a temporary use in all zoning districts.

Section 3. Appendix A, Chapter 15, Section 15.206 of the City of Sheboygan Zoning Ordinance is hereby amended to add Subsection 15.206(9)(i) "Donation Drop-off Boxes" as temporary land uses and shall read as follows:

(i) Donation Drop-off Boxes {All Districts}

Description: Any enclosed receptacle or container made of metal, steel or other noncombustible material having an opening through which clothing or other articles to be donated can be deposited and stored temporarily for pickup.

1. Temporary Use Regulations:

a. Donation Drop-off Boxes are prohibited on all public and private property in the City except under the following conditions:

1. The applicant shall provide written permission from the owner of the property consenting to the placement and maintenance of the donation box. The permission shall include a statement indicating that the property owner is aware of the property owner's responsibility to maintain the current operator

City Plan approve

contact information and if necessary, to maintain and remove the donation box if the operator fails to follow the provisions of this ordinance.

2. No more than two (2) donation boxes shall be allowed at each property.

3. A donation drop-off box shall not cover a ground surface area in excess of five feet by five feet, nor be more than six feet in height.

4. Donation boxes shall be placed on a hard surface such as asphalt or concrete, and fastened or mounted securely.

5. The drop-off box shall be placed no closer than twenty (20) feet to any public street right of way and shall not be located in such a manner as to impede vision clearance.

6. All donations must be fully enclosed in a donation drop-off box. Donation drop-off boxes must be regularly emptied and shall not be permitted to overflow with donations or accumulate junk, debris, or other materials. Donations that are not fully enclosed in a drop-off box are considered a public nuisance and subject to removal by the City of Sheboygan at the property owner's expense.

7. Signage will be allowed on three (3) sides of a donation box, but the combined area of all signage on the box shall not be greater than three (3) square feet. At least one (1) sign shall include the name and contact information for the owner of each donation box.

8. All donation boxes shall be maintained in good condition and appearance with no structural damage, holes, visible rust, graffiti, etc. All donation boxes shall be free of debris.

b. Donation drop-off-boxes are prohibited on all residential properties including but not limited to single-family, two-family and multi-family properties.

c. Shall comply with Section 15.906, standards and procedures applicable to all temporary uses.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

COMMON COUNCIL

Official Proceedings of the 2013 - 2014 Common Council of the City of Sheboygan.

FIFTH REGULAR MEETING

The Council met: Monday, June 3, 2013.
Mayor Mike Vandersteen in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Van Akkeren, Versey • 14.

Absent and Excused: None.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Fourth Regular Meeting held May 20, 2013, was approved as entered on the record, all Alderpersons present voting "Aye".

CONFIRMATION OF MAYOR'S APPOINTMENTS

May 20, 2013
HONORABLE MEMBERS OF THE COMMON COUNCIL:
I hereby submit the following appointments for your consideration:
Michael Helmke to be considered for appointment to the Sheboygan Transit Commission to fill the unexpired term of Lee Montemayor whose term expires 4/30/15.
Jose Araujo to be considered for appointment to the City Plan Commission to fill the unexpired term of Todd Wolf whose term expires 4/28/14.
MAYOR MIKE VANDERSTEEN

May 29, 2013
Michael J. Vandersteen
Mayor of Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081
Re: Board of Marina, Park and Forestry Commissioners Appointment
Dear Mayor Vandersteen,
Pursuant to the City of Sheboygan's Ordinance #92-04-05, I am pleased to appoint **Supervisor Mark Winkel** to serve as Sheboygan County's representative on the Board of Marina, Park and Forestry Commissioners for a one-year term which expires April 2014.
Supervisor Winkel can be reached via his cell phone at 920-980-9028, and correspondence should be mailed to 512 Ontario Avenue, Sheboygan, WI 53081. His email address is MSWUSN@yahoo.com.
Sincerely,
Roger L. Te Stroete
Chairman of the Board

May 29, 2013
Michael J. Vandersteen
Mayor of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081
Re: City-County Shared Services Committee Appointment
Dear Mayor Vandersteen,
In concurrence with Sheboygan County Resolution No. 20(1993/94) and City of Sheboygan Resolution Number 161-93-94, I am pleased to advise that I have appointed the following County Board Supervisor to serve on the City-County Shared Services Committee for the remainder of the 20122-2014 Board term:

Supervisor Edward Procek
1215 South 13th Street, Sheboygan, WI 53081
Telephone: 920-458-7074
Edward.Procek@SheboyganCounty.com
(Chairman – Property Committee)

If any additional information is needed, please contact my office.
Sincerely,
Roger L. TeStroete

Chairman of the Board

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing appointments were approved, all Alderpersons present voting "Aye".

COMMENTS FROM CANDIDATES FOR THE VACANT ALDERMANIC SEAT IN DISTRICT #1

ELECTION OF FIRST DISTRICT ALDERPERSON

A motion by Ald. Hammond/Carlson that nominations be received from the floor, voting to be done by open ballot and if more than two candidates are nominated, the candidate with the lowest number of votes be dropped from the list and balloting to continue until one candidate received a majority was passed, all Alderpersons present voting "Aye". The Mayor will announce the winner.

A motion by Ald. Hammond that the names of Ty Dassler, Nicholas Dussault, William Rigsby,Jr., Seth Fuller and Daniel Hill be placed in nomination for the position of First District Alderperson was passed, all Alderpersons present voting "Aye".

A motion by Hammond/Carlson to close nominations was passed, all Alderpersons present voting "Aye".

The five candidates spoke.

The ballot taken then resulted in the following vote: Dassler-4, Dussault-3, Fuller-3, Hill-2, Rigsby-2; eliminating Daniel Hill and William Rigsby. A second ballot was taken resulting in the following vote: Dassler-7, Dussault-4, Fuller-3; eliminating Seth Fuller. The final ballot resulted in the following vote: Dassler-9, Dussault-5; Ty Dassler being the new Alderperson for District #1.

COMMENTS FROM CANDIDATES FOR THE VACANT ALDERMANIC SEAT IN DISTRICT #6

ELECTION OF SIXTH DISTRICT ALDERPERSON

A motion by Ald. Hammond/Carlson that nominations be received from the floor, voting to be done by open ballot and if more than two candidates are nominated, the candidate with the lowest number of votes be dropped from the list and balloting to continue until one candidate received a majority was passed, all Alderpersons present voting "Aye". The Mayor will announce the winner.

A motion by Ald. Hammond that the names of Bryan Bitters, Joe Pentico and William Wangemann be placed in nomination for the position of Sixth District Alderperson was passed, all Alderpersons present voting "Aye".

A motion by Hammond/Carlson to close nominations was passed, all Alderpersons present voting "Aye."

The three candidates spoke.

The ballot taken then resulted in the following vote: Bitters-2, Joe Pentico-6 and William Wangemann-6; eliminating Bryan Bitters. A second ballot was taken resulting in the following vote: Pentico-8, Wangemann-6; Pentico being the new Alderperson for District #6.

Ty Dassler and Joel Pentico will be sworn in on Monday, June 17 at 7 PM.

PUBLIC FORUM

Joanne Scribner, 3 Seneca Trail and United Council - UW Students, Amanda Tucker & Doug Meyer, 425 Michigan Ave. spoke.

MAYOR'S COMMENTS

HEARINGS

Hearing No. 1 - 13 - 14. June 3, 2013.

Pursuant to notices published by the City Clerk, there will be a hearing this evening in connection with changes in the text of the City's Official Zoning Ordinance to change various sections so as provide for regulation of Donation Drop-Off boxes.

All interested persons will be heard.

Renee Bauermann from the Good Will offices in Milwaukee spoke on the foregoing Hearing and on motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing hearing was closed, all Alderpersons present voting "Aye".

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Van Akkeren, Versey • 14.

Nays: None.

COMMUNICATIONS AND PETITIONS

Com. No. 3 - 13 - 14. June 3, 2013.

Submitting a communication from Thomas and Christina Blindauer regarding parking concerns involving a boat and an RV.

Was referred to the Committee on Public Protection and Safety.

Com. No. 4 - 12 – 13. June 3, 2013.

Submitting a communication from Pam Schneekloth stating that garbage is still a problem at Wildwood Cemetery.

Was referred to the Committee on Public Works.

REPORTS OF OFFICERS

***R. O. No. 33 - 13 - 14. By BOARD OF CONTRACTORS EXAMINERS. June 3, 2013.**

Attached hereto we are submitting applications for Building Contractor Licenses already GRANTED:

2398	Jayme Lippe 6039 N Lydell Ave Whitefish Bay, WI 53217	General Contractor
2159	Don Stenz 757 Westview St. Cleveland, WI 53015	General Contractor
2420	Mike Miller 1018 Krebsch Ct Kiel, WI 53042	Carpenter Contractor
2421	Tomchek, James 715 Bond St Green Bay, WI 54303	Carpenter Contractor

***R. O. No. 34 – 13 - 14. By BOARD OF WATER COMMISSIONERS. June 3, 2013.**

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2013. The water pumpage was up 3.11% from the same period in 2012. 983,564,000 gallons were pumped in the first quarter, compared to 953,936,000 in 2012.

Year to date Operating Revenue at the end of the 1st quarter decreased by $127,508 compared to year to date 2012. The net income for the Utility, as of the end of March 31, 2013 is ($13,033). Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the first quarter of 2013:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	5.74
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	150.20
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	30.87
Number of feet of 16 inch water main installed	4.05
Number of feet of 20 inch water main installed	1110.24
Number of feet of 24 inch water main installed	26.23
Number of feet of water main abandoned or removed.....	0
Number of water main breaks repaired	12
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	10
Number of water main valves installed, repaired, removed, or replaced	7
Number of water service connections installed	1

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility completed a lighting upgrade in the office and garage, resulting in a reduction in total wattage by switching to t8 fluorescents. Focus on Energy provided rebate incentives.

The Utility received bids on replacement of the 1929 wash tank. The low qualified bid was from DN Tanks for $1.3M.

***R. O. No. 35 - 13 - 14. By CITY CLERK. June 3, 2013.**

Submitting various license applications.

MOBILE HOME PARK LICENSE (June 30, 2014)

No.	Name	Address
1170	Indian Meadows	3636 S. Business Dr.

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1077	Gesangverein Concordia	2722 Henry St. – one-day event to be held 10/19/2013 to include the activity center of Immaculate Conception.
2633	Sheboygan Blue Line Assoc.	1202 Wildwood Dr. – 0ne-day event to be held 6/15/2013 to include all of the building.
1794	Sheboygan Jaycee's	PO Box 561 – one-day event to be held 7/4/13 to include all of Deland Park.

TEMPORARY BEVERGE OPERATOR'S LICENSE

No.	Name
9978	Gensch, Brian K.
9989	Stone, Frederick L.

***R. O. No. 36 – 13 - 14. By CITY PLAN COMMISSION. June 3, 2013.**

Your Commission to whom was referred Gen. Ord. No. 6-13-14 by Alderperson Thiel and Lewandoske and R. O. No. 25-13-14 by City Clerk relative to granting Nemschoff Chairs, Inc., the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Court for the purpose of improving and maintaining the property as a parking lot; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 28, 2013, and after due consideration, recommends approval of the General Ordinance and the Report of Officer.

***R. O. No. 37 - 13 - 14. By SHEBOYGAN TRANSIT COMMISSION. June 3, 2013.**

Your Commission to whom was referred R. O. No. 328-12-13 by the City Clerk submitting a communication from Doug Byerly requesting that the number of handicapped parking spots at the Library be increased as about 50% of the time, the existing handicapped parking spots are full; recommends that the request be denied and to forward a letter of explanation to Mr. Byerly.

R. O. No. 38 - 13 - 14. By CITY CLERK. June 3, 2013.

Submitting a petition for direct annexation by unanimous approval signed by the Town of Wilson regarding 4108 South 18th Street.

Was referred to the City Plan Commission.

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.

Was referred to the Committee on Finance.

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.

Was referred to the Committee on Finance.

R. O. No. 41 - 13 - 14. By CITY CLERK. June 3, 2013.

Submitting a Notice of Claim in the matter of Annalee Kruger, pursuant to Wis. Stats. Sec. 345.05 and 893.80(1).

Was referred to the Committee on Finance.

R. O. No. 42 - 13 - 14. By CITY CLERK. June 3, 2013.

Submitting a claim from John E. Resch for alleged damages to his basement when there was cold mix damage done by DPW crew during maintenance work on a man hole.

Was referred to the Committee on Finance.

R. O. No. 43 - 13 - 14. By CITY CLERK. June 3, 2013.
Submitting a tabulation of bids for the Erie Avenue Resurfacing Project from N. 14th St. to N. 8th St.
Was referred to the Committee on Finance and Public Works.

R. O. No. 44 - 13 - 14. By CITY CLERK. June 3, 2013.
Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.
Was referred to the Committee on Law and Licensing.

R. O. No. 45 - 13 - 14. By CITY CLERK. June 3, 2013.
Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.
Was referred to the Committee on Law and Licensing.

R. O. No. 46 - 13 - 14. By CITY CLERK. June 3, 2013.
Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.
Was referred to the Committee on Law and Licensing.

R. O. No. 47 - 13 - 14. By CITY CLERK. June 3, 2013.
Submitting a communication from Johnathon J. Pirwitz requesting a waiver from the Sex Offender Residency restrictions in order to live at 1108 Broadway.
Was referred to the Committee on Public Protection and Safety.

R. O. No. 48 - 13 - 14. By CITY CLERK. June 3, 2013.
Submitting a communication from Kristopher Bernier requesting a waiver from the Sex Offender Residency restrictions in order to live at 2102 Superior Ave.
Was referred to the Committee on Public Protection and Safety.

RESOLUTIONS INTRODUCED

***Res. No. 10 - 13 - 14. By Alderperson Carlson. June 3, 2013.**
A RESOLUTION in recognition of the service of Chad Stauber Soik to Mead Public Library.
WHEREAS, Chad Stauber Soik was appointed to the Library Board of Trustees for a term starting in May 2010, and
WHEREAS, Chad Stauber Soik has represented the Sheboygan Area School District as the Superintendent of Schools representative, and
WHEREAS, Chad Stauber Soik served on the Information Technology Committee, and the Building Committee, and
WHEREAS, he participated in the work of other Library Board committees including Human Resources, and Finance, while serving as a model for Trustee conduct of and participation in Board and Committee meetings, and
WHEREAS, Chad Stauber Soik served as a model for the conduct of the responsibilities of a Library Trustee in a well-informed and reasoned manner, and
WHEREAS, Chad Stauber Soik fully supported the vision of Mead Public Library to provide collections and services designed to meet the educational and recreational needs of the City of Sheboygan residents regardless of their age by advocating for such services as the online tutoring service Brainfuse and the Children's Book Festival.
WHEREAS, Chad Stauber Soik worked diligently with the Librarians of Mead Public Library to ensure that the library services offered to the students of Sheboygan were relevant and attainable which led to an increase in teens utilizing library services.
NOW, THEREFORE BE IT RESOLVED: That the Mead Public Library Board does hereby publicly commend Chad Stauber Soik for the time and attention he so generously devoted to his responsibilities as a Trustee. The Board thanks him for his commitment and recognizes his service through designation of appropriate book titles for purchase in his honor. The Mead Public Library wishes him all the best as he retires from three years of service to Sheboygan residents as a Library Trustee.

Res. No. 11 - 13 - 14. By Alderperson Heidemann. June 3, 2013.
A RESOLUTION accepting a guardrail easement.
RESOLVED: That the Common Council hereby accepts the Permanent Guardrail Easement from 4706 Taylor, LLC, a copy of which is attached hereto.
On motion by Alderperson Hammond and second by Alderperson Carlson, the Resolution was passed on call of the roll:
Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Van Akkeren, Versey • 14.

Nays: None.

Res. No. 12 - 13 - 14. By Alderperson Hammond. June 3, 2013.

A RESOLUTION authorizing executing a one-year lease for the agricultural property known as the Schuchardt Property.

Was referred to the Committee on Finance.

Res. No. 13 - 13 - 14. By Alderperson Carlson. June 3, 2013.

A RESOLUTION amending the city's bond schedule.

Was referred to the Committee on Finance.

Res. No. 14 - 13 - 14. By Alderperson Carlson. June 3, 2013.

A RESOLUTION providing a list of approved evidence-based alcohol education programs pursuant to §70-154(c)(2), Sheboygan Municipal Code.

Was referred to the Committee on Public Protection and Safety.

Res. No. 15 - 13 - 14. By Alderperson Heidemann. June 3, 2013.

A **RESOLUTION requesting the use of Evergreen and Quarryview Parks for the Making Spirits Bright Drive-Through** Holiday Lights Show on an annual basis starting mid-October thru mid-January at Evergreen Park and Nov. 10 thru January 5 at the Quarryview Center starting with the year 2014 and continue annually for a 10-year period and to be revisited in the year 2024.

Was referred to the Committee on Public Works.

Res. No. 16 – 13 - 14. By Alderperson Heidemann. June 3, 2013.

A RESOLUTION authorizing signing easement(s) for a mini-storm sewer to be constructed in portions of their property.

Was referred to the Committee on Public Works.

Res. No. 17 - 13 - 14. By Alderperson Heidemann. June 3, 2013.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) of that the 2012 Compliance Maintenance Annual Report (CMAR) has been reviewed.

Was referred to the Committee on Public Works.

REPORTS OF COMMITTEES

***R. C. No. 37 - 13 - 14. By LAW AND LICENSING. June 3, 2013.**

Your Committee to whom was referred R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9929	Cullen, Alexandria R.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 38 - 13 - 14. By LAW AND LICENSING. June 3, 2013.**

Your Committee to whom was referred R. O. No. 28-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014; recommends that the following license be granted:

CHANGE OF PREMISE

No.	Name	Address
2840	4TH Street Tap	520 N. 4th St. – one-day event to be held 7/4/13 to include east side of tavern & grassy area surrounding the building.
2985	Filibusters Pub	434 Pennsylvania Ave. – four-day event to be held 7/4/13 to 7/7/13 to include fenced in yard on NW corner of bldg. & grassy areas.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

No.	Name	Address
1005	Al & Al's Bar & Grill	1502 S. 12th St.

"CLASS A" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
1257	Piggly Wiggly #015	3124 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8th St.
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Dr.

CLASS "A" FERMENTED MALT BEVERAGE (NEW)(June 30, 2014)

No.	Name	Address
2984	Everest Enterprises	1710 Indiana Ave.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

No.	Name	Address
2711	Anglers Avenue Bait & Tackle	510 South Pier Dr.
2606	Citgo	610 S. 14th St.
2503	Mad Max Convenience Store	1003 S. 14th St.
1253	Petro Center #1	1208 Union Ave.
1254	Petro Center #4	2113 S. Business Dr.
2374	Save-A-Lot	1817 N. 8th St.
2710	The Pig Stop II	2917 N. 15th St.

"CLASS B" LIQUOR LICENSE (NEW)(June 30, 2014)

No.	Name	Address
2985	Filibusters Pub	434 Pennsylvania Ave.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2880	Anglers Avenue Pub & Grill	518 South Pier Dr.
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddys Pub & Grill	2123 N. 15th St.
1771	Bumps	1902 S. 12th St.
2123	CJ's Shipwrecked	902 Indiana Ave.
2772	Club Michigan I	908 Michigan Ave.
1101	Dougs Skiper Inn	808 Broadway
1516	Emmers	906 S. 15th St.
2977	Geno Nottolini's Pizza	933 Indiana Ave.
1892	Gosse's at Northwestern	1909 Union Ave.
2969	Hacienda Vieja	1423 Union Ave.
2386	Harmony Bar I	1336 Niagara Ave.
2849	Hops Haven	1327 N. 14th St.
1810	Jakums	2601 N. 15th St.
2726	John Michael Kohler Arts	608 New York Ave.
1199	Lakeshore Lanes	2519 S. Business Dr.
2085	Legend Larrys Wings & Things	733 Pennsylvania Ave
2685	Lino Ristorante Italiano	422 South Pier Dr.
1795	Luigis Italian Restaurant	2910 Kohler Memorial Dr.
1217	Maples Lanes	3107 S. Business Dr.
1226	Meyers Lakeview Pub	550 Wilson Ave.
1233	Mucky Duck Shanty	701 Riverfront Dr.
1680	Scenic Bar LLC	1635 Indiana Ave.
1337	Sheboygan Elks Lodge #299	1943 Erie Ave.
1353	Sheboygan Yacht Club	214 Pennsylvania Ave.
2207	Silver Fern, The	2538 N. 15th St.
1890	Suscha Super Bar	1054 Pennsylvania Ave.
2376	Swovys LLC	1645 S. 12th St.
2914	T & L's Northstar LLC	3004 N. 8th St.
2142	Talk of the Town	3023 N. 15th St.
2020	Terry's	1028 Lincoln Ave.
1411	Tommys Bar	2335 N. 15th St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

No.	Name	Address

2696	Sheboygan Family Restaurant	2704 S. Business Dr.
1371	Sheboygan Softball Assoc.	2213 New Jersey Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

No.	Name	Address
2696	Sheboygan Family Restaurant	2704 S. Business Dr.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 39 - 13 - 14. By LAW AND LICENSING. June 3, 2013.**

Your Committee to whom was referred R. O. No. 10-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014; recommends that the following licenses be granted:

"CLASS A" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2532	Fischer's Food & Liquor	4554 S. 12th St.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

No.	Name	Address
2193	Kaddyshack LLC, The	1502 S. 13th St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

R. C. No. 40 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. June 3, 2013.

Your Committee to whom was referred R. O. No. 29-13-14 by the City Clerk submitting a communication from Shane Hall stating that he wishes to report a noise disturbance from Rehab Bar & Grill located at 1450 S. 8th St.; recommends that the document be referred to Law and Licensing.

Was referred to the Committee on Law and Licensing.

***R. C. No. 41 - 13 - 14. By LAW AND LICENSING. June 3, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 11-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9940	Lopez, Cynthia

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

***R. C. No. 42 - 13 - 14. By LAW AND LICENSING. June 3, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 27-13-14 by the City Clerk, submitting license applications for the period ending June 30, 2014 and June 30, 2015; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (**NEW)**(June 30, 2015)

No.	Name
6623	Beniger, Andrew L.
7290	Bruinooge, Tarri L.
5463	Clark, Deborah L.
6655	Donohue, Dawn M.
9963	Ertel, Samantha M.
9961	Freis, Clarissa A.
9965	Hartmann, Pamela L.
9966	Holtz, Kayla M.
9964	Laska, Christopher A.
9962	McGrew, Steven T.
9967	Meyer, Elizabeth A.
1876	Miller, Mark J.
9954	Motalvo, Stacey
9958	Rice, Justin J.
4246	Roerdink, Orlean
2680	Schubert, Robin L.
9949	Schueller, Heather M.
8880	Schulz, Curtiss J.
9947	Sears, Michael D.

9952 Tellez, Cecilia Y.
7454 Wery, Corbin J.
7402 Wriedt, Jeff S.

BEVERAGE OPERATOR'S LICENSE (**RENEWAL)**(June 30, 2015)

No.	Name
1004	Adamavich, William
3923	Altmeyer, Melissa J.
6932	Aschenbach, Kimberly A.
1200	Beenen, Donna J.
9099	Bennett, Nicole J.
9442	Bockin, Mary R.
6818	Boldt, Candice
9516	Boss, Destiny L.
1186	Boyle, Linda S.
2676	Brand, Peg A.
4515	Bukovic, Nadine A.
3350	Burhop, Robin A.
8556	Deamico, Debra L.
7672	Decker, Dennis E. (Club)
9342	Dekker, Zachary G.
3600	Dolgner, Randall
3659	Emmer, Patrick J.
1605	Emmer, Tami Ann
8379	Falle, Michelle M.
2968	Feudner, Kenneth R.
9409	Franco, Marc A.
9327	Gruenke, Elizabeth A.
4936	Hartman, Gary C. (Club)
1505	Hinz, Laurie J.
8427	Hoeppner, Jerome W.
3004	Jeanty, Bruce D. (Club)
9128	Jelinek-Zittel, Scott J.
1568	Jetzer, Julian E. (Club)
3998	King Jr., Robert W. (Club)
1628	Klabechek, James R.
5346	Kreutz, Michael S. (Club)
6340	Kruse, Richard J. (Club)
4972	Lawrence, Susan M.
3607	Lloyd, Thomas H.
9091	Lomibao, Shakari L.
3291	Mallmann, Louis L.
5596	McGlade, Leah Marie
9311	Meerdink, Abigail L.
9248	Mehlberg, Vicki L.
9087	Mersberger, Melissa M.
9149	Muecke, Nicole M.
1889	Mueller, Jeffery C.
6011	Nennig, David M.
4927	Oehldrich, Richard M.
4956	Opgenorth, Andrew L.
1956	Peloquin, William D. (Club)
4890	Peterson, Leslie M.
9453	Pilgrim, Marion M.
1992	Procek, Edward J.
1993	Procek, Susan L.
2038	Richter, Joseph M.
2083	Scheunert, James S.
1925	Schmidt, Rebecca L.
2098	Schmitt, Donald L. (Club)

2135 Sessler, Steven J.(Club)
2528 Sheraski, Pamela M.
7621 Skrube, Lisa L.
2944 Smith, Donna Marguerite
2174 Spira, Romaine G. (Club)
2177 Stangel Eugene J. (Club)
6782 Tadych, Joanne M.
8229 Ubbelohde, Lisa
2257 Van Veghel Jr., John
9435 Vandeloo, Jennifer R.
8331 Vitale, Umberto
7639 Vreeke, Bruce L.
2970 Vreeke, Marianne
7603 Wagner, Michael C.
7652 Weckwerth, Leah N.
7064 Wright, Crystal M.

TAXICAB OPERATOR'S LICENSE(**NEW)** (June 30, 2014)

No.	Name
9956	Clayborn, Elvira C.
9950	Daehnert, Todd J.
9955	Dippel, Robert B.
9948	Hernickle, Pamela A.
9882	Loya, Nancy T.
7143	Shelton, Mellissa L.

TAXICAB OPERATOR'S LICENSE(**RENEWAL)** (June 30, 2014)

No.	Name
5356	Balassi, Christos G.
7348	Castro Jr., Mauro
9313	Demeuse, Robert J.
9386	Hermann, Ryan M.
8522	Pantel, Paul D.
6913	Rios, Ricardo
9341	Weber, Jeffrey D.
9351	Yera, Javier F.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

R. C. No. 43 - 13 - 14. By LAW AND LICENSING. June 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9873 denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, and a negative recommendation from the Sheboygan Police Department.

Joshua Orville spoke and on motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Thiel, VanderWeele, Van Akkeren, Versey • 13.

Nays: Matichek • 1.

R. C. No. 44 - 13 – 14. By PUBLIC WORKS. June 3, 2013.

The Public Works Committee met and discussed the additional street improvement proposals for the Department of Public Works in 2013 in response to the severely deteriorated streets as a result of the winter season and supports a budget transfer of $250,000 from the 2012 budget reserve fund.

Was referred to the Committee on Finance.

ORDINANCES ON SECOND READING

***Gen. Ord. No. 6 – 13 - 14. By Alderpersons Thiel and Lewandoske. May 20, 2013.**

AN ORDINANCE granting Nemschoff Chairs, Inc., its successors and assigns, the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Ct. in the City of Sheboygan for the purpose of improving and maintaining the property as a parking lot.

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

Section 1. Subject to the terms and conditions contained herein, Nemschoff Chairs, Inc., its successors and assigns, is hereby granted the privilege of encroaching upon described portions of the dead end road right-of-way located at 2218 Julson Ct., being adjacent to Lot 1, Blk. 25 in Lyman's Addition, City of Sheboygan, Sheboygan County, Wisconsin, described as:

That part of the road right-of-way for S. 22nd St., adjacent to Lot 1 in Blk. 25 in Lyman's Addition to the City of Sheboygan, Sheboygan County, Wisconsin described as:

Commencing at the northeast corner of said Lot 1, also being the point of beginning, thence N.64°20'42" W. along the extension of the north line of said Lot 1 15.57 feet, thence S. 00°00'00"W. 264.58 feet, thence S.88°03'14"W 14.00 feet to the east line of said Lot 1, thence N.00°00'00"E. 258.29 feet along the east line of said Lot 1 to the point of beginning. Said described parcel contains 3,646 square feet or 0.08 acres

for the purpose of improving and maintaining the property as a parking lot, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Nemschoff Chairs, Inc., its successors and assigns:

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

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Nemschoff Chairs, Inc., its successors and assigns,: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Nemschoff Chairs, Inc., its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

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

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

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

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

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

ORDINANCES INTRODUCED

Gen. Ord. No. 7 – 13 - 14. By Alderpersons Hammond and Lessard. June 3, 2013.

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

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

Was referred to the City Plan Commission.

Gen. Ord. No. 8 - 13 - 14. By Alderperson Carlson. June 3, 2013.

AN ORDINANCE creating section 70-154 of the Municipal Code, entitled "Public Intoxication," so as to prohibit intoxication in public places, provide a penalty, and provide an alternative to said penalty in certain situations.

Was referred to the Committee on Public Protection and Safety.

MATTERS LAID OVER

R. O. No. 20 – 13 - 14. By CITY PLAN COMMISSION. May 20, 2013.

Your Commission to whom was referred Gen. Ord. No. 80-11-12 by Alderperson Sampson amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, May 15, 2013, and after due consideration, recommends this General Ordinance be filed.

Gen. Ord. No. 1 – 13 – 14. By Alderperson Versey. May 6, 2013.

AN ORDINANCE amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes.

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

Section 1. Appendix A, Chapter 15, Section 15.105 of the Sheboygan Zoning Ordinance is amended to add "Donation Drop-off Boxes" as Land Uses Permitted as Temporary Uses in all Districts, i.e., Sections 15.105(1)(a)2.e., 15.105(2)(a)2.e., 15.105(2)(b)2.e., 15.105(2)(c)2.f., 15.105(2)(d)2.e., 15.105(2)(e)2.e., 15.105(2)(f)2.e., 15.105(3)(a)2.e., 15.105(3)(b)2.e., 15.105(3)(c)2.e., 15.105(3)(d)2.e., 15.105(3)(e)2.e., 15.105(3)(f)2.e., 15.105(3)(g)2.e., 15.105(3)(h)2.e., and 15.105(3)(i)2.e.

Section 2. Appendix A, Chapter 15, Table 15.203(9) of the City of Sheboygan Zoning Ordinance, Land Uses is hereby amended to add Subsection (i) as follows:

(i) Donation Drop-off Boxes which shall be permitted as a temporary use in all zoning districts.

Section 3. Appendix A, Chapter 15, Section 15.206 of the City of Sheboygan Zoning Ordinance is hereby amended to add Subsection 15.206(9)(i) "Donation Drop-off Boxes" as temporary land uses and shall read as follows:

(i) Donation Drop-off Boxes {All Districts}

Description: Any enclosed receptacle or container made of metal, steel or other noncombustible material having an opening through which clothing or other articles to be donated can be deposited and stored temporarily for pickup.

1. Temporary Use Regulations:
   a. Donation Drop-off Boxes are prohibited on all public and private property in the City except under the following conditions:
      1. The applicant shall provide written permission from the owner of the property consenting to the placement and maintenance of the donation box. The permission shall include a statement indicating that the property owner is aware of the property owner's responsibility to maintain the current operator contact information and if necessary, to maintain and remove the donation box if the operator fails to follow the provisions of this ordinance.
      2. No more than two (2) donation boxes shall be allowed at each property.
      3. A donation drop-off box shall not cover a ground surface area in excess of five feet by five feet, nor be more than six feet in height.
      4. Donation boxes shall be placed on a hard surface such as asphalt or concrete, and fastened or mounted securely.
      5. The drop-off box shall be placed no closer than twenty (20) feet to any public street right of way and shall not be located in such a manner as to impede vision clearance.
      6. All donations must be fully enclosed in a donation drop-off box. Donation drop-off boxes must be regularly emptied and shall not be permitted to overflow with donations or accumulate junk, debris, or other materials. Donations that are not fully enclosed in a drop-off box are considered a public nuisance and subject to removal by the City of Sheboygan at the property owner's expense.
      7. Signage will be allowed on three (3) sides of a donation box, but the combined area of all signage on the box shall not be greater than three (3) square feet. At least one (1) sign shall include the name and contact information for the owner of each donation box.
      8. All donation boxes shall be maintained in good condition and appearance with no structural damage, holes, visible rust, graffiti, etc. All donation boxes shall be free of debris.
   b. Donation drop-off-boxes are prohibited on all residential properties including but not limited to single-family, two-family and multi-family properties.
   c. Shall comply with Section 15.906, standards and procedures applicable to all temporary uses.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

On motion by Alderperson Versey and second by Alderperson Hammond the Report of Officer was accepted and placed on file and the Ordinance was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey • 12.

Nays: None.

Abstain: Donohue • 1.

Alderperson Van Akkeren left @ 8:15 PM before closed session.

A motion to **CONVENE IN CLOSED SESSION** by Alderperson Hammond and second by Alderperson Carlson was made under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating the possible grant of an access easement, and the terms thereof, over a portion of the former Schuchardt property where bargaining reasons require a closed session.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned on call of the roll:
Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey • 13.
Nays: None.

Mayor

City Clerk