ATTACHMENTS

FORM CLK350B26 DATE OF RUN: 03/04/13

AUXILIARY QUESTIONNAIRE

LICENSE NO. 2351

ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Name (last name, first, middle):

ASHLEY CORSON

The above named individual provides the following information as a person who is: SEE PERSONAL DATA SHEET

_____ Applying for an alcohol beverage license as an INDIVIDUAL.

_____ A member of a PARTNERSHIP which is making application for an alcohol beverage license.

_____ _____ of _____
(NAME OF CORPORATION, LIMITED LIABILITY COMPANY OR NONPROFIT ORGANIZATION)
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continously resided in Wisconsin prior to this date?_____

2. Have you ever been convicted of any felony or misdemeanor (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? _____Yes _____No
(If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.)
SEE PERSONAL DATA SHEET

3. Are there any charges presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? _____Yes _____No
(If yes, describe status of charges pending.) SEE PERSONAL DATA SHEET

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/non-profit organization or member/manager/agent of a limited liability company holding or applying for any other license for the sale of alcohol beverages at retail anywhere in the State of Wisconsin? _____Yes _____No
(If yes, identify.)_____
(NAME, LOCATION AND CLASS OF LICENSE)

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license or wholesale liquor permit to sell alcohol beverages at wholesale in the State of Wisconsin? _____Yes _____No
(If yes, identify.)_____ _____
(NAME OF WHOLESALE LICENSEE OR PERMITTEE) (ADDRESS BY CITY AND COUNTY)

6. Named individual must list in chronological order last two employers.

EMPLOYER'S NAME	EMPLOYER'S ADDRESS	EMPLOYED FROM	EMPLOYED TO

AT-103(R.12-95)

SHOWS, WILLIAM M.
3612 ERIE AVE
SHEBOYGAN WI 53081-3666

SHOPKO SPE REAL ESTATE,
LLC
700 PILGRIM WAY
GREEN BAY WI 54304-5263

GATEWAY MONROE INC
%CORELOGIC TAX SERV ATTN: M&T BANK
(NYC)
PO BOX 961009
FORT WORTH TX 76161-0009

GREAT STONES PROPERTIES,
INC A WI CORP
217 PHILLIP CT
KOHLER WI 53044-1358

BV SHEBOYGAN LLC
% BOULDER VENTURE LLC
311 E CHICAGO ST
MILWAUKEE WI 53202-5896

COMMUNITY BANK OF SHEB
604 N. 8TH ST.
PO BOX 1409
SHEBOYGAN WI 53082-1409

WERNER, ROBERT J.
4539 S TAYLOR DR
SHEBOYGAN WI 53081-8978

REALTY INCOME CORP
ATTN: PM #0984 EASTERN WISC SOCIETY
600 LA TERRAZA BLVD
ESCONDIDO CA 92025-3873

KOHLER CREDIT UNION
% ACCOUNTING DEPT.
850 WOODLAKE RD
KOHLER WI 53044-1323

COHEN, PAZ
%ASKENASZI, ABRAHAM
1436 MEDALLION DR
SAN JOSE CA 95120-3843

1020, LLC
909 N. 8TH ST.
SHEBOYGAN WI 53081-4056

MEALS ON WHEELS OF SHEBOYGAN COUNTY
INC
615 S. 8TH ST. STE 270
SHEBOYGAN WI 53081-4463

1018 TAYLOR INVESTMENTS LLC
%SCHAFER, TOM
2551 N WAHL AVE
MILWAUKEE WI 53211-3825

UNION PACIFIC RR COMPANY
PROPERTY TAX
1400 DOUGLAS ST
OMAHA NE 68179-1001

SHEBOYGAN COUNTY
'OLD' ESSLINGEN AREA
615 N. 6TH ST.
SHEBOYGAN WI 53081-4612

15

City of Sheboygan
spirit on the lake

ESTABLISHING ZONING CLASSIFICATION
PRE-PLANNED UNIT DEVELOPMENT
SECTIONS 21 & 28, T. 15 N., R. 23 E.



S.34°34'43"E. along said right of way 263.82', thence S.47°56'01"E. along said southwesterly right of way 129.27', to a point of non-tangent curve, thence southeasterly along said southwesterly line 385.17'along the arc of a curve to the right having a radius of 2078.59', a chord bearing of S.29°16'20.5"E. and a chord length of 384.62' to the east line of NW ¼ of the NE ¼ of said section 28, thence S.00°37'12"W. along said east line 1112.18' to the southerly line of the Union Pacific Railroad, thence N.76°17'45"W. along said southerly line 40.00', thence S.13°52'15"W. 215.00', thence S.22°18'15"W. 585.00 more or less to the centerline of the Sheboygan River, thence westerly along the centerline of said Sheboygan River to north line of Indiana Avenue, thence northwesterly along said north line of Indiana Avenue 442 feet more or less, thence N.83°12'46"W. along said north line 101.98', thence N.71°54'10"E. along said north line 510.01' to the point of curve of an arc with a radius of 2954.79' and a chord that bears N.80°03'53"W. 838.97', thence along the arc of said curve 841.82', thence N.33°41'32"W. along the north line of said Indiana Avenue 32.81', thence S.63°38'18"W. along said north line 58.46', thence S.47°59'20"W. along said north line 58.14' thence N.88°52'10"E. along said north line 61.80', thence S.81°28'57"W. along said north line 101.43', thence N.88°52'10"E. along said north line 85.84', thence N.01°07'50"E. 167.00', thence N.88°52'10"W. 280.00', thence S.01°07'50"W. 120.00' to the north right of way line for Indiana Avenue, thence N.88°52'42"W. along said north right of way line 184.15' to the southeast corner of a Certified Survey Map recorded in volume 15 page 330 of Certified Surveys, thence N.02°43'45"E. along the east line of said Certified Survey Map, 270.00', thence N.57°16'16"W. along the northeasterly line of said C.S.M. 544.05' extended to the north line of the Union Pacific Railroad, thence N.60°47'39"E. along said north line 52.91' to a point of curve to the right having a radius of 2365.02' and a chord bearing N.76°23'14"E. 1272.98', thence along the arc of said curve 1288.87', thence N.02°10'05"E. 734.36' to the north line of the NW ¼ of said section 28, thence S.87°50'19"W. along said north line 1095.50' to the point of beginning. except that portion taken for railroad right of way. Said tract contains 175.46 acres more or less.

_____

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

Res. No. 146 - 12 - 13. By Alderperson Kath. March 4, 2013.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for annexed lands located west of Taylor Drive and north of Indiana Ave.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., April 3, 2013, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to establish a Use District Classification of the following described annexed lands as Class PPUD Pre-Planned Unit Development Classification:

Schuchardt annexation description
Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE 1/4 , part of the SW 1/4 of the SE ¼, part of the NE ¼ of the SW 1/4 , part of the SE ¼ of the SW 1/4 , all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE 1/4 , and part of the NE ¼ of the NW ¼ , all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the southwest corner of said section 21, thence N.87°50'19"E. along the south line of the SW ¼ of said section 21, 564.90' to the east line of Greendale road, said point being the point of beginning, thence N.00°44'43"E. along said east line 217.70', thence S.89°30'03"E., 757.66' to the west line of the east ½ of the SW ¼ of section 21, thence N.00°31'13"E. along said west line 1712.90' to a point 10' south of the south line of Erie Avenue, thence easterly 294.94'along the arc of a curve 10 feet south of and parallel to said south right of way having a radius of 1940.65' and a chord bearing N.77°58'12"E. 294.62' to a point 10 feet west of the west line of a certified survey map recorded in volume 13 of page 258 of certified survey's, thence S.00°16'21"E. 10 feet west of and parallel to the west line of said C.S.M. 674.13', thence N.85°08'16"E. 10 feet south of and parallel to the south line of said C.S.M. 1210.79' to a point 10' west of the southwesterly right of way for South Taylor Drive, thence S.32°44'10"E. parallel to said southwesterly line 93.39', thence S. 78°05'25"E. parallel to said southwesterly line 80.02', thence S.34°33'07"E. parallel to said southwesterly line 492.85', thence S.00°26'28"W. parallel to said southwesterly right of way 186.09', thence S.62°37'27"E. parallel to said southwesterly right of way 14.52', thence S42°42'19"W. 481.55', thence S.01°16'53"W. 294.76 to the south line of the SE ¼ of said section 21, thence S.88°43'07"E. along said south line 310.00, thence N.01°16'53"E. 599.99', thence N.42°16'19E., 55.81' to a point 10' southwest of the southwesterly right of way for South Taylor Drive, thence S.62°37'27"E. 10 feet southwesterly of said southwesterly line 128.01', thence S.34°34'43"E. 10 feet southwesterly of said southwesterly right of way line 236.15', thence N.55°26'47"E. 10.00' to the southwesterly right of way for South Taylor Drive, thence

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SUSAN RICHARDS
City Clerk

Publish - March 15 & 22, 2013.

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., April 3, 2013, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to establish the Use District Classification of the following described annexed lands located west of Taylor Drive and north of Indiana Ave. as Class PPUD Pre-Planned Unit Development Classification:

Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE 1/4 , part of the SW 1/4 of the SE ¼, part of the NE ¼ of the SW 1/4 , part of the SE ¼ of the SW 1/4 , all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE 1/4 , and part of the NE ¼ of the NW ¼ , all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the southwest corner of said section 21, thence N.87°50'19"E. along the south line of the SW ¼ of said section 21, 564.90' to the east line of Greendale road, said point being the point of beginning, thence N.00°44'43"E. along said east line 217.70', thence S.89°30'03"E., 757.66' to the west line of the east ½ of the SW ¼ of section 21, thence N.00°31'13"E. along said west line 1712.90' to a point 10' south of the south line of Erie Avenue, thence easterly 294.94'along the arc of a curve 10 feet south of and parallel to said south right of way having a radius of 1940.65' and a chord bearing N.77°58'12"E. 294.62' to a point 10 feet west of the west line of a certified survey map recorded in volume 13 of page 258 of certified survey's, thence S.00°16'21"E. 10 feet west of and parallel to the west line of said C.S.M. 674.13', thence N.85°08'16"E. 10 feet south of and parallel to the south line of said C.S.M. 1210.79' to a point 10' west of the southwesterly right of way for South Taylor Drive, thence S.32°44'10"E. parallel to said southwesterly line 93.39', thence S. 78°05'25"E. parallel to said southwesterly line 80.02', thence S.34°33'07"E. parallel to said southwesterly line 492.85', thence S.00°26'28"W. parallel to said southwesterly right of way 186.09', thence S.62°37'27"E. parallel to said southwesterly right of way 14.52', thence S42°42'19"W. 481.55', thence S.01°16'53"W. 294.76 to the south line of the SE ¼ of said section 21, thence S.88°43'07"E. along said south line 310.00, thence N.01°16'53"E. 599.99', thence N.42°16'19E., 55.81' to a point 10' southwest of the southwesterly right of way for South Taylor Drive, thence S.62°37'27"E. 10 feet southwesterly of said southwesterly line 128.01', thence S.34°34'43"E. 10 feet southwesterly of said southwesterly right of way line 236.15', thence N.55°26'47"E. 10.00' to the southwesterly right of way for South Taylor Drive, thence S.34°34'43"E. along said right of way 263.82', thence S.47°56'01"E. along said southwesterly right of way 129.27', to a point of non-tangent curve, thence southeasterly along said southwesterly line 385.17'along the arc of a curve to the right having a radius of 2078.59', a chord bearing of S.29°16'20.5"E. and a

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All interested persons will now be heard.

I

Hearing No. - 12 - 13. April 3, 2013.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to establish the Use District Classification of the following described annexed lands located west of Taylor Drive and north of Indiana Ave. as Class PPUD Pre-Planned Unit Development Classification:

Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE 1/4 , part of the SW 1/4 of the SE ¼, part of the NE ¼ of the SW 1/4 , part of the SE ¼ of the SW 1/4 , all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE 1/4 , and part of the NE ¼ of the NW ¼ , all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:
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II

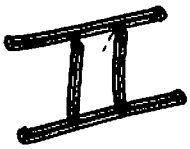
R. O. No. ____ - 12 - 13. By CHIEF OF POLICE. April 3, 2013.

I would like to acknowledge and thank the Sheboygan Sudzzers, a nonprofit club dedicated to the advancement of home brewing and the appreciation of great beer, for their generous donation of **$1,000** to support the Sheboygan Police Department's Teddy Bear Program.

The objective of the teddy bear program is to comfort at risk children in crisis situations in the hope of calming their fears and gaining their trust. Officers who come in contact with a child in crisis are able to provide them with a teddy bear or other stuffed animal in an attempt to soothe and comfort the fears and anxiety of the child.

I wish to personally thank the Sheboygan Sudzzers for supporting the Sheboygan Police Department in this effort. Their generosity is a great example of the strong and compassionate community that is Sheboygan.

Chief of Police Christopher D. Domagalski



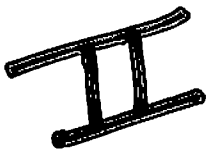
R. O. No. - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting various license applications.

City Clerk

TEMPORARY "CLASS B" LICENSE

No.	Name	Address
2184	Lutheran High Crusader	3323 University Dr. - two-day event to be Held 4/12/13 to 4/13/13 to include the School auditorium.



R. O. No. ____ - 12 - 13. By CITY ATTORNEY. April 3, 2013.

Submitting, as a matter of record, a copy of the fully executed Multipurpose Trail Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County regarding the multipurpose bicycle and pedestrian trail.

City Attorney

MULTIPURPOSE TRAIL
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to the Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** City and County have collaborated on applying for and receiving grant money for the purchase of the former Chicago & Northwestern (now Union Pacific) railroad corridor between Pennsylvania Avenue and Martin Avenue in the City to be converted into a multipurpose bicycle and pedestrian trail ("the Trail"). Upon County taking title to the corridor, this Agreement is intended to establish a division of responsibilities between the City and County in the operation and maintenance of the Trail.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Initial Term; Renewals.** The initial term of this Agreement shall extend through December 31, 2025. This Agreement shall automatically renew for additional ten- (10-) year terms unless either party provides the other with written notice of intent to non-renew at least twelve (12) months prior to the end of the initial term and at least twelve (12) months prior to the end of each renewal term thereafter.

C. **Termination – Cause Not Necessary.** During the initial term, this Agreement may not be terminated by either party except for cause. After the initial term, the Agreement may be terminated by either party for any reason by written notice of termination provided to the other party not later than two (2) years before the termination becomes effective.

D. **Termination for Cause.** Either party may terminate this Agreement at any time during the initial term or a renewal thereof in the event of a material default by the other party which default is not cured within two hundred forty (240) days after defaulting party's receipt of written notice of such default. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within two hundred forty (240) days, the cure period shall be extended as reasonably necessary.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall be responsible for designing the Trail and arranging for its initial construction, including paving, drainage, signage, and lighting.

B. County shall be responsible for long-term maintenance and repair of the Trail.

C. County shall give to City a permanent easement notwithstanding non-renewal of the Agreement under Paragraph 3 to use the Trail for such waterlines, storm sewer, and other utilities as City may need, provided such use does not interfere with Trail use.

D. County shall maintain liability and property insurance as it deems necessary and appropriate.

E. County shall be responsible for replacing old signs.

F. County shall be responsible for the cost of any replacement lighting.

6. RESPONSIBILITIES OF CITY.

A. Provided such use does not interfere with public street right-of-way usage by City, City shall give to County easement rights or right-of-way rights for trail purposes in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 at the following locations as shown generally on the Plat of Rights-of-Way required for Bikes/Pedestrian Facilities – Pennsylvania Avenue – Martin Avenue approved by Sheboygan County dates November 1, 2011 (the specific location paths to be as mutually agreed by the parties):

1. merging onto the intersection of Center Avenue and North Commerce Street;

2. traversing along North Commerce Street to Wisconsin Avenue;

3. traversing the Sheboygan River north of Erie Avenue;

4. traversing the right-of-way adjacent to North 13th Street from Erie Avenue to St. Clair Avenue;

5. traversing St. Clair Avenue;

6. traversing Michigan Avenue;

7. traversing Michigan Avenue;

8. traversing Huron Avenue;

9. traversing Superior Avenue and Calumet Drive;

10. traversing Saemann Avenue;

11. traversing Calumet Drive at Sibley Court; and

12. traversing Geele Avenue.

B. City shall transfer to County easement rights or rights-of-way as mutually agreed by the parties in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 over City-owned lands adjacent to County's acquisition as necessary to allow the paved portions of the Trail, together with its sides, to be at least eighteen (18) feet wide.

C. City shall provide such patrol of the Trail as the parties may agree to be necessary to identify hazards, impediments, damaged or removed signs, etc.

D. City shall provide such day-to-day maintenance and grooming, including snow removal and grass cutting, as may be necessary and appropriate.

E. City shall integrate the Trail into City's other park and trail facilities.

F. City shall adopt such ordinances as are necessary to regulate the Trail consistent with its ordinance regulating its other trails within the City.

G. City shall provide the labor for replacing any lights as provided by County.

H. City shall quit claim any right, title, or reversionary interest it may have in a manner which is permanent notwithstanding nonrenewal of the Agreement under Paragraph 3 in the Trail property being purchased by County from Union Pacific.

I. City shall amend its zoning code as may be necessary to allow the use of the Trail.

7. ALLOCATION OF COSTS.

A. Initial Purchase and Conversion. The costs for the initial purchase, construction, conversion, and signage of the Trail will be borne by County through the use of County property, tax revenues, and grant money, except that City shall contribute the sum of Two Hundred Thirty-one Thousand Nine Hundred Fifty Dollars ($231,950.00) to support local match grant requirements. City portion of the funding shall be from the Community Development Block Grant Program (CDGB). Of the above amount, One Hundred Fourteen Thousand Five Hundred Seventeen Dollars ($114,517.00) will help purchase the real property for the Trail. The remaining One Hundred

Seventeen Thousand Four Hundred Thirty-three Dollars ($117,433.00) will be allocated toward reconstructing the Trail's bridge across the Sheboygan River.

County shall act as a sub-grantee to City's CDBG program and both City and County agree to follow all CDBG federal requirements on this subject including environmental reviews and the Davis Bacon Act. City shall provide County with two payments—the first payment after the closing of the real estate in the amount of One Hundred Fourteen Thousand Five Hundred Seventeen Dollars ($114,517.00) and the second payment of One Hundred Seventeen Thousand Four Hundred Thirty-three ($117,433.00) after construction commences.

B. Annual Ongoing Maintenance Costs. County shall be financially responsible for the costs of all long-term maintenance and repair of the Trail.

C. Day-to-day Maintenance and Repairs. City shall be financially responsible for the patrol and maintenance as provided under Paragraph 6, above.

D. Utility Bills. City shall be financially responsible for any electric bills arising from the Trail lights.

E. Additional Service Costs. Both parties may enter into additional agreements for other services which are not a part of this Agreement. Each party shall individually be responsible for the costs associated with such additional agreements.

8. ADMINISTRATION. County shall be deemed the "lead agency" for purposes of administering this Agreement. County shall confer and consult with City on the protocols that it will be utilizing in administering the Trail.

9. TITLE TO PROPERTY. In the event that this Agreement expires or is otherwise terminated without cause after the initial term, any property rights related to tangible or intangible assets acquired by either party pursuant to this Agreement shall be retained by said party, and any ongoing maintenance shall accrue to County.

10. RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE. City and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the state Circuit Court does not have jurisdiction over a matter in dispute.

11. LIABILITY FOR CERTAIN DAMAGES. Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any

failure to perform its obligations where such failure results from cause beyond such party's reasonable control.

12. **HOLD HARMLESS; INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

13. **SEVERABILITY.** If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: _____ 2-13-13
Authorized Representative — Date Signed

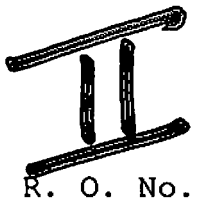
By: _____ 2/13/13
Authorized Representative — Date Signed

SHEBOYGAN COUNTY

By: _____ 2-8-13
Authorized Representative — Date Signed

By: _____ 2/8/13
Authorized Representative — Date Signed

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R. O. No. ____ - 12 - 13. By CITY ATTORNEY. April 3, 2013.

Submitting, as a matter of record, a copy of the fully executed Combined Dispatch Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County regarding dispatch services.

City Attorney

COMBINED DISPATCH
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to this Agreement are the **CITY OF SHEBOYGAN** (City), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** City and County have heretofore maintained and operated independent emergency communications dispatch centers with 911 public service answering points for public safety needs, located at the Sheboygan Police Department and the Sheboygan County Law Enforcement Center, respectively. This Agreement is intended to effectuate the transfer of dispatch services currently operated by the City to the County, such that the County will then maintain and operate dispatch services for the City, as well as for all other local units of government within Sheboygan County. This will enhance dispatch service throughout the County, increase the efficiency and effectiveness of the provision of emergency dispatch service throughout Sheboygan County and better integrate the CAD/RMS software system that City and County are using.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Term.** This Agreement shall remain in full force and effect until such time as City emergency dispatch responsibilities have been fully integrated by the County into the County-wide dispatch center and City has made its financial contribution to County pursuant to Paragraph **7.A** herein.

C. **Termination.** During the term, this Agreement may not be terminated by either party except for cause. Cause shall mean a material default by one party which default is not cured within ninety (90) days after defaulting party's receipt of written notice of such default by the other party. If the defaulting party is proceeding in good faith with due diligence to cure such default but is unable to do so within ninety (90) days, the cure period shall be extended as reasonably necessary but not more that ninety (90) additional days.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation. Both parties represent that their respective governing bodies have authorized the entry into this Agreement.

5. **SERVICES TO BE PROVIDED BY COUNTY.** County shall undertake such steps as are necessary to establish one integrated fire, police, and Emergency Medical Services (EMS) dispatch center to provide services to all units of government in Sheboygan County with a projected completion date by December 31, 2015. County shall engage an architect to design a dispatch center at the Sheboygan County Law Enforcement Center (LEC) suitable to support a fully-integrated system. County shall construct the dispatch center and purchase necessary equipment for the dispatch center. County shall identify and train up to four (4) supervisors. County shall merge City and County policies and protocols into a single comprehensive County-wide policy. County agrees that during the term of this Agreement it will give primary consideration in the hiring of its new employees for dispatch

operations from the pool of currently employed and qualified City dispatch personnel, so long as such personnel are willing to accept such positions.

6. **SERVICES TO BE PROVIDED BY CITY.** City shall cooperate with County in transitioning its system into the single integrated County system described in Paragraph 5, above.

City shall provide, at its police station or at such other location as the parties may agree, adequate space to house a back-up dispatch system that will be geographically separate from the dispatch center at the LEC. This requirement shall survive the expiration of this Agreement.

7. **ALLOCATION OF COSTS.**

A. Initial Costs. The estimated costs for the remodeling of the LEC and the purchase of associated equipment is Two Million Five Hundred Thousand Dollars ($2,500,000.00). City shall pay to County, as the City's sole capital costs contribution under this Agreement, the sum of Two Million Five Hundred Thousand Dollars ($2,500,000.00) by the later of March 31, 2015, or three (3) months after the date upon which County certifies to City that County has fully assumed dispatch responsibilities within the City. City shall obtain its contribution by whatever manner it deems appropriate.

B. Annual Ongoing Operational and Maintenance Costs. The annual ongoing operational and maintenance costs for the County's integrated County-wide dispatch center are estimated (in 2012 dollars) to be as follows:

1.	Dispatch salaries (24)	$1,649,989.00
2.	Center Manager (1)	99,028.00
3.	Center Supervisors (4)	311,612.00
4.	Maintenance costs	+ 90,000.00
5.	Total	$2,150,629.00

Upon becoming fully operational, all ongoing costs will be borne by County. County shall be fully responsible for the ongoing costs regardless of whether the costs end up being more or less than estimated. Until the services are fully integrated, each party will bear its own independent ongoing operational costs.

C. Additional Service Costs. Both parties may enter into additional agreements for other services which are not part of this Agreement. Each party shall individually be responsible for the costs associated with such additional agreements.

D. Tax Levy Rate and Tax Levy Limit Cooperation. Inasmuch as County is adding responsibilities for providing dispatch services transferred to it from City, City will cooperate as reasonably necessary with County in presenting to the Wisconsin Department of Revenue a formula to adjust County levy rate and tax levy limits as provided in Wis. Stat. §§ 59.605(3)(c) and 66.6602(3).

E. Other Revenue Transfer. To the extent that City is receiving hard-line 911 or other funding exclusively as a consequence of operating an emergency communications dispatch system, City shall cooperate in transferring such funding to County as County assumes the emergency communications dispatch functions from City.

F. **Existing Equipment.** City shall tender to County any City dispatch equipment that County and City mutually agree should be integrated into the County-wide dispatch system for use in the back-up system referred to in Paragraphs 6 and 7.H.

G. **License and Subscription Fees.** If the parties incur periodic subscription or license fees attributable to the Intergovernmental Agreement for CAD/CAM Spillman software, such fees shall continue to be borne pursuant to that Agreement.

H. **Miscellaneous Expenses Related to Back-up.** To the extent that there are heating, electrical, or similar costs associated with housing the back-up system provided in Paragraph 6, above, such costs shall be borne by City. All other costs of equipping, maintaining, manning and operating the back-up dispatch center will be borne by the County. This requirement shall survive the expiration of this Agreement.

8. **ADMINISTRATION.** County may at its discretion add or reduce the staffing level identified in Paragraph 7.B, above, as long as it believes that the level of services will be maintained. City and County shall establish a Combined Dispatch Communication Center Advisory Committee to be appointed by the Chief Administrative Officer and Chief of Police, as City representatives, and the County Administrator and Sheriff, as County representatives, to oversee the transition to the combined dispatch system and to provide guidance in the ongoing operations of the system. The Sheboygan County Board Law Committee shall serve as the liaison committee to the Advisory Committee, and the Sheboygan County Sheriff shall provide clerical services to the Advisory Committee.

9. **SECURITY.** County shall be responsible to assure that appropriate security protocols are developed and followed to protect the system from unauthorized access, data backup to protect from catastrophic loss, etc. The parties shall be responsible for strict compliance with these protocols.

10. **RESOLUTION OF DISPUTES; CHOICE OF LAW; VENUE.** City and County agree to act promptly and amicably to resolve any disputes that may arise. Each party agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work. The laws of the State of Wisconsin shall govern this Agreement. The parties may agree to submit unresolved disputes to arbitration. Any litigation between the parties shall be venued in the Circuit Court of Sheboygan County, except to the extent that the State Circuit Court does not have jurisdiction over a matter in dispute.

11. **LIABILITY FOR CERTAIN DAMAGES.** Neither party shall be liable to the other for any incidental, consequential, indirect, or special damages arising or resulting from any delay, omission, or error in the electronic transmission or receipt of any data pursuant to this Agreement. Neither party shall be liable to the other for any failure to perform its obligations where such failure results from any cause beyond such party's reasonable control, including, by way of illustration but no limitation, mechanical, electronic, or communications failure or degradation including fine noise interference.

12. **HOLD HARMLESS; INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense, including attorneys' fees imposed

upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

13. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

APPROVED by the parties by the following authorized representatives:

CITY OF SHEBOYGAN

By: Terry Van Rooyen — Authorized Representative — 1-29-13 — Date Signed

By: Susan Richards — Authorized Representative — 2-1-13 — Date Signed

SHEBOYGAN COUNTY

By: [signature] — Authorized Representative — 1/28/13 — Date Signed

By: [signature] — Authorized Representative — 1-28-2013 — Date Signed

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BE IT FURTHER RESOLVED: That the expenses so incurred in excess of $100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds $5,000.00 for a single parcel of property, under Section 2-874 of the Municipal Code with interest thereon as provided therein.

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

_____

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. ____ - 12 - 13. By Alderpersons Carlson, Versey, Donohue and Matichek. April 3, 2013.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the replacement of lead and/or galvanized iron water laterals in the following street(s) location(s):

Erie Ave., from N. 8th St. to N. 13th St.
Barrett St., from Lake Ct. to Lighthouse Ct.

RESOLVED: That the replacement of existing lead and/or galvanized iron water lateral(s) be replaced with copper of appropriate size, with the necessary fire hydrants in Erie Ave., from N. 8th St. to N. 13th St. and Barrett St., from Lake Ct. to Lighthouse Ct., is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0709(2), Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.0703(4) - (6), Stats., and that such report shall contain the following information:

a. Preliminary or final plans and specifications
b. An estimate of the entire cost of the proposed work or improvement
c. A schedule of the proposed assessments
d. A statement that the work or improvement constitutes an exercise of the municipality's police power
e. A statement that the property against which the assessments are proposed is benefited

II

4.7

R. O. No. 222 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank vs. Valerie Strickler et al.

Susan Richards
City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
SUCCESSOR BY MERGER TO
WELLS FARGO HOME MORTGAGE, INC.,
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

CASE NO. 12CV1078
FORECLOSURE CASE CODE - 30404

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

SUMMONS

VALERIE L. STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

JOHN DOE STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

C-CAP, LLC f/k/a C-CAP, INC.
c/o Scott C. Fergus
3031 Southwood Drive
Racine, Wisconsin 53406

CITY OF SHEBOYGAN
c/o Sue Richards
City Hall
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.
c/o Lucio Fuentez
1407 South 13th Street
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
c/o Jule Glancey
Adminstration Building
508 New York Avenue
1st Floor, Room 129
Sheboygan, Wisconsin 53081

Defendants.

CLERK CIRCUIT COURT
FILED
12 DEC -6 P12 22
SHEBOYGAN COUNTY
WISCONSIN

1:50 12/11/12
Sue Richards
828 Center Ave, Sheboygan
( ) PERSONAL ( ) SUBS
( ) POSTED X

THE AMOUNT CLAIMED EXCEEDS $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

cc:Attorney's Office, Planning, Jim Amodeo, Laurie Suhrke

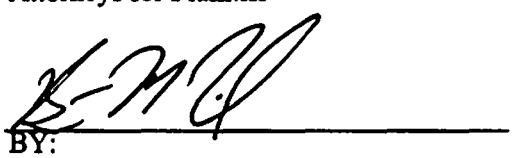
Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, 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.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 3rd day of December, 2012.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY:
Brian M. Quirk - 1052446
bquirk@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

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

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.

2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.

3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.

4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.

6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.

7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.

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

9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
SUCCESSOR BY MERGER TO
WELLS FARGO HOME MORTGAGE, INC.,
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

CASE NO. 12CV1078
FORECLOSURE CASE CODE - 30404

COMPLAINT

VALERIE L. STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

JOHN DOE STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

C-CAP, LLC f/k/a C-CAP, INC.
c/o Scott C. Fergus
3031 Southwood Drive
Racine, Wisconsin 53406

CITY OF SHEBOYGAN
c/o Sue Richards
City Hall
828 Center Avenue, Suite 100
Sheyboygan, Wisconsin 53081

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.
c/o Lucio Fuentez
1407 South 13th Street
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
c/o Jule Glancey
Adminstration Building
508 New York Avenue
1st Floor, Room 129
Sheboygan, Wisconsin 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS $10,000.00.

CLERK CIRCUIT COURT
FILED
12 DEC -6 P12:22
SHEBOYGAN COUNTY
WISCONSIN

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of

business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").

2. Defendant, VALERIE L. STRICKLER, is a competent adult who resides at 1842 Cambridge Avenue, Sheboygan, Wisconsin 53081-2339 (hereinafter Borrower).

3. Defendant, JOHN DOE STRICKLER, possible unknown spouse of Borrower, upon information and belief is a competent adult who resides at 1842 Cambridge Avenue, Sheboygan, Wisconsin 53081-2339.

4. Defendant, C-CAP, LLC f/k/a C-CAP, INC., is a legal entity organized and existing under the laws of the State of Wisconsin with its registered agent located at 3031 Southwood Drive, Racine, Wisconsin 53406.

5. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, and its agent for service of process is located at City Hall, 828 Center Avenue, Suite 100 Sheboygan, Wisconsin 53081.

6. Defendant, PARTNERS FOR COMMUNITY DEVELOPMENT, INC., Wisconsin non-stock corporation with its registered agent located at 1407 South 13th Street, Sheboygan, Wisconsin 53081.

7. Defendant, SHEBOYGAN COUNTY, is a governmental subdivision of the State of Wisconsin, a sovereign entity and body politic, and its agent for service of process is the County Clerk located at located at Administration Building, 508 New York Avenue 1st Floor, Room 129 Sheboygan, Wisconsin 53081.

8. Borrower(s) executed and delivered a Note and Purchase Money Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 1/18/2002 as Document No. 1625095. Plaintiff is the owner and holder of the Note and Mortgage.

9. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

10. The unpaid balance due under the Note and Purchase Money Mortgage is immediately due and payable.

11. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Purchase Money Mortgage.

12. As of 12/09/2012, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	$57,027.99
Accrued Interest	2,343.93
Pending Escrow Advance	1,997.66
Other Fees	160.00
Less Escrow Balance	(1,439.79)
Late Charges	459.23
Less Suspense Balance	(117.00)
Attorneys' Fees	1,100.00
Attorneys' Costs	710.00
TOTAL	$62,242.02

*Interest continues to accrue at the rate of 7.875% per year or $12.30 per diem after 12/09/2012.

13. The mortgaged property **is a one-to-four family,** owner occupied residence at the commencement of the foreclosure action, located at 1842 Cambridge Avenue, Sheboygan, Wisconsin 53081-2339. The Property cannot be sold in parcels without injury to the interests of the parties.

14. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

(a) Defendant John Doe Strickler, possible unknown spouse, by virtue of being the present spouse of Borrower, Valerie L. Strickler, and by virtue of any interest said Defendant may have in the property by reason of Chapter 766, Wis. Stats., or by virtue of any other interest in the property.

(b) Defendant C-CAP, LLC f/k/a C-CAP, Inc., by virtue of a mortgage from Valerie L. Strickler to Wells Fargo Home Mortgage, Inc. for $1,500.00 dated January 17, 2002 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on January 18, 2002 as Document No. 1625096.

The foregoing mortgage was assigned by Wells Fargo Home Mortgage, Inc. to C-Cap, Inc. by an assignment dated January 17, 2002 and recorded in said Register's Office on January 18, 2002 as Document No. 1625097.

(c) Defendant City of Sheboygan, by virtue of a mortgage from Valerie L. Strickler, a single person, to City of Sheboygan for $3,500.00 dated January 17, 2002 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on January 18, 2002 as Document No. 1625098.

(d) Defendant Partners For Community Development, Inc., by virtue of an Affidavit of Interest in Property from Valerie L. Strickler to Partners For Community Development, Inc. for $9,929.22 dated December 21, 2005 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on January 4, 2006 as Document No. 1787348.

(e) Defendant Sheboygan County, by virtue of a judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on June 6, 2007, Case No. 07SC444, in favor of Sheboygan County, 10911 N Eighth Street, Sheboygan, WI 53081, creditor, vs. Valerie Strickler, 1842 Cambridge Avenue, Sheboygan, WI 53081, debtor, in the sum of $469.00.

15. Pursuant to Section 846.101, Wis. Stats, and the provisions contained in the Mortgage, **Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property.** Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from entry date of judgment.

16. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

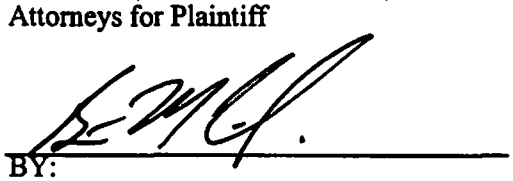
1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from the date of entry of judgment.

2. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

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

Dated this 3rd day of December, 2012.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY:
Brian M. Quirk - 1052446
bquirk@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

[redacted]

NOTE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

JANUARY 17, 2002	SHEBOYGAN	WISCONSIN
[Date]	[City]	[State]

1842 CAMBRIDGE AVENUE, SHEBOYGAN, WI 53081 [redacted]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ ******67,450.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WELLS FARGO HOME MORTGAGE, INC.

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 7.875 %.

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the FIRST day of each month beginning on MARCH 01, 2002 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on FEBRUARY 01, 2032 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 5137, DES MOINES, IA 503065137 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ **********489.06

4. BORROWER'S RIGHT TO PREPAY

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or $100.00, whichever is less. Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than an installment due date need not be credited until the next following installment due date or 30 days after such Prepayment, whichever is earlier.

[redacted]

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment. 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. ALLONGE TO THIS NOTE

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

☐ Graduated Payment Allonge ☐ Other [Specify] ☐ Other [Specify]

11. UNIFORM SECURED NOTE

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

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("VA") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

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

_____ (Seal)
VALERIE L. STRICKLER -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF
WELLS FARGO HOME MORTGAGE, INC.
By _____
Joan M. Mills
Vice President

[Sign Original Only]

[redacted]

VOL 1944 PAGE 208

MORTGAGE

DOCUMENT NUMBER

1625095

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

SHEBOYGAN COUNTY, WI
RECORDED ON
01-18-2002 4:26 PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 47.00
TRANSFER FEE:
073568 5
OF PAGES: 19

PARCEL IDENTIFIER NUMBER

[Space Above This Line For Recording Data]

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

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 JANUARY 17, 2002 together with all Riders to this document.
(B) "Borrower" is VALERIE L. STRICKLER , A SINGLE PERSON

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF CALIFORNIA

[redacted]

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Lender's address is P.O. BOX 5137, DES MOINES, IA 503065137

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated JANUARY 17, 2002 .
The Note states that Borrower owes Lender SIXTY SEVEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 Dollars
(U.S. $*****67,450.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2032 .
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) "Escrow Items" means those items that are described in Section 3.
(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Initials:

(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]

SEE ATTATCHED LEGAL

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

which currently has the address of 1842 CAMBRIDGE AVENUE [Street]

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

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

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

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

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

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

Initials:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials:

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)
VALERIE L. STRICKLER -Borrower

_____

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN, County ss:

The foregoing instrument was acknowledged before me this JANUARY 17, 2002
by VALERIE L. STRICKLER

My Commission Expires: June 27, 2004

ELLEN B. FRAMNESS NOTARY PUBLIC STATE OF WISCONSIN

Ellen B. Framness

Notary Public, State of Wisconsin Ellen B. Framness

This instrument was prepared by
WELLS FARGO HOME MORTGAGE, INC.

3003 W COLLEGE AVE,, APPLETON, WI
549140000

The South Seventy-six (76) feet of Lot Ten (10), and the South Seventy-six feet of the West Thirty (30) feet of Lot Eleven (11), of Block Two (2) of Driving Park Addition Number Two (2) to the City of Sheboygan, according to the recorded plat thereof.

Tax Key No. 59281607680

[redacted]

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 17TH day of JANUARY, 2002 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to WELLS FARGO HOME MORTGAGE, INC.

(herein "Lender") and covering the Property described in the Security Instrument and located at 1842 CAMBRIDGE AVENUE, SHEBOYGAN, WISCONSIN 53081

[Property Address]

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

[redacted]

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

Initials: _____

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

VALERIE L. STRICKLER -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

The South Seventy-six (76) feet of Lot Ten (10), and the South Seventy-six feet of the West Thirty (30) feet of Lot Eleven (11), of Block Two (2) of Driving Park Addition Number Two (2) to the City of Sheboygan, according to the recorded plat thereof.

Tax Key No. 59281607680

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.,
SUCCESSOR BY MERGER TO
WELLS FARGO HOME MORTGAGE, INC.,
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

CASE NO. 12CV1078
FORECLOSURE CASE CODE - 30404

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

SUMMONS

VALERIE L. STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

JOHN DOE STRICKLER
1842 Cambridge Avenue
Sheboygan, Wisconsin 53081-2339

C-CAP, LLC f/k/a C-CAP, INC.
c/o Scott C. Fergus
3031 Southwood Drive
Racine, Wisconsin 53406

CITY OF SHEBOYGAN
c/o Sue Richards
City Hall
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

PARTNERS FOR COMMUNITY DEVELOPMENT, INC.
c/o Lucio Fuentez
1407 South 13th Street
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
c/o Jule Glancey
Adminstration Building
508 New York Avenue
1st Floor, Room 129
Sheboygan, Wisconsin 53081

CLERK CIRCUIT COURT
FILED
12 DEC -6 P12 22
SHEBOYGAN COUNTY
WISCONSIN

PROCESS SERVER [signature]
TIME 1:50 A.M. P.M. DATE 12/11/12
SERVED UPON & ADDRESS Sue Richards
828 Center Ave, Sheboygan
( ) PERSONAL ( ) SUBSTITUTE
( ) POSTED (X) CORPORATE

Defendants. THE AMOUNT CLAIMED EXCEEDS $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

cc:Attorney's Office, Planning, Jim Amodeo, Laurie Suhrke

II

4.2

R. O. No. 285 - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a Summons and Complaint in the matter of The Bank of New York Mellon vs. Dawn J. Levanduski et al.

Inquire
File

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

The Bank of New York Mellon FKA The
Bank of New York as Trustee for the
Certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-BC3
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

CIRCUIT COURT BRANCH 3
ANGELA W SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS
Case No:
13CV0136

vs

Case Code: 30404

Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Unknown Spouse of Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Mortgage Electronic Registration Systems, Inc., acting
solely as nominee for Intervale Mortgage Corporation
1901 East Voorhees Street, Suite C
Danville, IL 61834

HSBC Mortgage Services, Inc.
636 Grand Regency Boulevard
Brandon, FL 33510

County of Sheboygan
1011 North Eighth Street
Sheboygan, WI 53081

Hawley, Kaufman & Kautzer, S.C.
400 First Street
P.O. Box 485
Random Lake, WI 53075

Sheboygan County Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081-4692

CLERK CIRCUIT COURT
FILED
13 FEB 14 P1:10
SHEBOYGAN COUNTY
WISCONSIN

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

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the statutes. The answer must be sent or delivered to the court, whose address is:

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

and to the plaintiff's attorney whose address is:

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

You may have an attorney help or represent you.

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

Dated this 5th day of February, 2013

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

S. St. George
Process Server:
Time: 4:56 pm Date: 2-20-13
Address of Serve:

Person Served:
Jack Van Der Weele
Person Served
Substitute
Corporate

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

The Bank of New York Mellon FKA The
Bank of New York as Trustee for the
Certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-BC3
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

COMPLAINT
Case No: 13CV0136

vs

Case Code: 30404

Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Unknown Spouse of Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Mortgage Electronic Registration Systems, Inc., acting
solely as nominee for Intervale Mortgage Corporation
1901 East Voorhees Street, Suite C
Danville, IL 61834

HSBC Mortgage Services, Inc.
636 Grand Regency Boulevard
Brandon, FL 33510

County of Sheboygan
1011 North Eighth Street
Sheboygan, WI 53081

Hawley, Kaufman & Kautzer, S.C.
400 First Street
P.O. Box 485
Random Lake, WI 53075

Sheboygan County Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081-4692

CLERK CIRCUIT COURT
FILED
13 FEB 14 P1:10
SHEBOYGAN COUNTY
WISCONSIN

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

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

1. That The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-BC3 is the plaintiff in this action and is a foreign corporation with offices located at 4161 Piedmont Parkway, NC4-105-03-04, Greensboro, NC 27416. The Bank of New York Mellon FKA The Bank of New York As Trustee for the Certificateholders of The CWABS, Inc., is the current mortgagee of record.
2. That Dawn J. Levanduski is an adult who, upon information and belief, resides at 1418 South 8th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
3. That Unknown Spouse of Dawn J. Levanduski, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
4. That Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Intervale Mortgage Corporation is a party to this action by virtue of a Junior Mortgage between Dawn J. Levanduski, mortgagor, and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Intervale Mortgage Corporation, mortgagee, dated October 29, 2004 and recorded November 4, 2004 as document number 1749605 in the amount of $15,740.00.
5. That HSBC Mortgage Services, Inc. is a party to this action by virtue of a Junior Mortgage between Dawn J. Levanduski, mortgagor, and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Intervale Mortgage Corporation, mortgagee, dated October 29, 2004 and recorded November 4, 2004 as document number 1749605 in the amount of $15,740.00. Said mortgage may now be held by HSBC Mortgage Services by virtue of MERS ServicerID Registry. Said printout of the ServicerID Registry is attached as Exhibit "A".
6. That County of Sheboygan is a party to this action by virtue of a judgment entered against Dawn J. Levanduski in case number 2007SC000540 docketed March 14, 2007 in the amount of $437.00.
7. That Hawley, Kaufman & Kautzer, S.C. is a party to this action by virtue of a judgment entered against Dawn J. Levanduski in case number 2007SC001416 docketed May 18, 2007 in the amount of $455.68.
8. That Sheboygan County Clerk of Circuit Court is a party to this action by virtue of a judgment entered against Dawn J. Levanduski docketed April 23, 2008 in the amount of $120.00.
9. That Sheboygan County Clerk of Circuit Court is a party to this action by virtue of a judgment entered against Dawn J. Levanduski docketed July 28, 2008 in the amount of $11.87.
10. That Sheboygan County Clerk of Circuit Court is a party to this action by virtue of a judgment entered against Dawn J. Levanduski docketed March 11, 2009 in the amount of $120.00.

11. That City of Sheboygan is a party to this action by virtue of a judgment entered against Dawn J. Levanduski in case number 2012TJ000123 docketed July 23, 2012 in the amount of $114.00.
12. On or about October 29, 2004 for value received, mortgagor executed and delivered to the original lender, Intervale Mortgage Corporation, a note in writing dated that date and thereby promised to pay interest on the principal balance of $62,960.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "B".
13. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Intervale Mortgage Corporation which mortgage was recorded November 4, 2004 as document number 1749604. A copy of said mortgage is attached to this complaint as Exhibit "C".
14. That mortgage was subsequently assigned to The Bank of New York Mellon FKA The Bank of New York As Trustee for the Certificateholders of The CWABS, Inc., Asset-Backed Certificates, Series 2005-BC3, by an assignment recorded on August 3, 2012 as document number 1949780. A copy of said assignment is attached to this complaint as Exhibit "D".
15. The mortgagor failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagor owes for the June, 2012 and subsequent payments and owes a principal balance of $109,290.93 accruing interest at the current rate of 4.75000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
16. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
17. The property consists of a Single Family Property known as 1418 South 8th Street, Sheboygan, WI 53081. The property does constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

    THE SOUTH 40 FEET OF LOTS ONE (1) AND TWO (2), BLOCK TWO HUNDRED NINETY-FOUR (294), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

18. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six (6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
19. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

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

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

That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;

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

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

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

Dated this 5th day of February, 2013

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

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

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

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

MERS ServicerID
www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000779-1000292733-9 Note Date: 10/29/2004 MIN Status: Inactive

Servicer: HSBC Mortgage Services Phone: (800) 333-7023
Brandon, FL

If you are a borrower on this loan, you can click here to enter additional information and display the Investor name.

Return to Search

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

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PLAINTIFF'S EXHIBIT A

Loan Number 2070041053990

ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

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

OCTOBER 29, 2004 [Date] SHEBOYGAN [City], WISCONSIN [State]

1418 S 8TH STREET, 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. $62,960.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Intervale Mortgage Corporation. 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 6.265%. The interest rate I will pay may change in accordance with Section 4 of this Note.

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the 1ST day of each month beginning on DECEMBER 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 NOVEMBER 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 815 Reservoir Avenue, Cranston, Rhode Island 02910 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $388.27. This amount may change.

(C) Monthly Payment Changes

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1ST day of NOVEMBER, 2006 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 2/100THS percentage points (6.02%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.265% or less than 6.265%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.265% or less than 6.265%.

(E) Effective Date of Changes

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

PLAINTIFF'S EXHIBIT B

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN 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 5.0 % 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 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 in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Transfer of the Property or [redacted]eneficial Interest in Borrower. If all o[redacted]y part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

Dawn J Levanduski (Seal)
DAWN J LEVANDUSKI -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Loan Number 2070041053990

PREPAYMENT RIDER TO NOTE

THIS PREPAYMENT RIDER is made this 29TH day of OCTOBER ,2004 , and is incorporated into and shall be deemed to amend and supplement the Note of the same date given by the undersigned (the "Borrower") in favor of Intervale Mortgage Corporation (the "Lender").

5. BORROWER'S RIGHT TO PREPAY

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

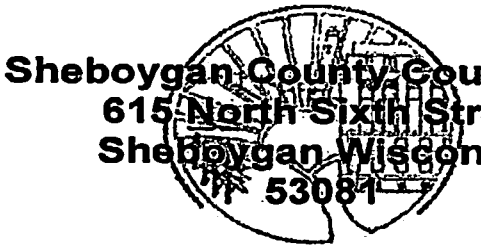
I may make a partial prepayment without paying any prepayment charge. If I make a full prepayment within one (1) year of the date of this Note, I agree to pay a prepayment charge of 5% of the original principal amount of the loan; if I make a full prepayment more than one (1) year but within two (2) years of the date of this Note, I agree to pay a prepayment charge of 5% of the original principal amount of the loan. 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. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

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

Dawn J Levanduski (Seal)
DAWN J LEVANDUSKI -Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower



Sheboygan County
Foreclosure Mediation Programs
Finding Solutions

Notice of Availability of Mediation

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

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

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

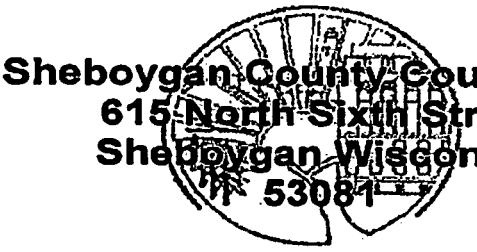
SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081

A Mediation Request is not a response to the Summons.

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

What happens after you apply for Mediation?

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



Sheboygan County
Foreclosure Mediation Programs
Request for Mediation
Finding Solutions

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

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

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender. Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 13 CV

Name of Homeowner(s): Dawn Levanduski

Property Address: 1418 South 8th Street, Sheboygan, WI 53081

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

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of the Lender/Plaintiff in your case: The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-BC3

Name of Lender/Plaintiff's attorney: Blommer Peterman, S.C.

1. Is the property being foreclosed on your primary residence? _____ Yes _____ No

2. Does the property consist of four or fewer dwelling units? _____ Yes _____ No

3. Have you started a Bankruptcy action that is still ongoing? _____ Yes _____ No

4. Have you met with a housing counselor? _____ Yes _____ No

   If yes, whom have you met with? _____

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

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

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:
   _____ Injury or illness _____ Adjustable interest Rate / Balloon

   _____ Loss of Employment _____ Expenses exceed income

   Other: _____

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

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? _____ Yes _____ No

   What language? _____

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

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

_____ _____

Property Owner's Signature Date

_____ _____

Property Owner's Signature Date

Mortgage

1749604
SHEBOYGAN COUNTY, WI
RECORDED ON
11/04/2004 02:09PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 37.00
TRANSFER FEE:
STAFF ID 10
TRANS # 52330
OF PAGES: 14

After Recording Return To:
GM-4518
Decision One Mortgage Company, LLC
Servicing Agent for Intervale Mortgage Corporation
6060 J.A. Jones Drive, Suite 800
Charlotte, North Carolina 28287

Parcel Identification Number

MORTGAGE

MIN: 100077910002923163

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 OCTOBER 29, 2004, together with all Riders to this document.
(B) "Borrower" is DAWN J LEVANDUSKI, A SINGLE WOMAN. Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is Intervale Mortgage Corporation. Lender is a CORPORATION organized and existing under the laws of RHODE ISLAND. Lender's address is 815 RESERVOIR AVENUE, CRANSTON, RHODE ISLAND 02910.
(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 29, 2004. The Note states that Borrower owes Lender SIXTY-TWO THOUSAND NINE HUNDRED SIXTY AND 00/100ths Dollars (U.S.$62,960.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2034.
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "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.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

PLAINTIFF'S EXHIBIT C

(I) "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.
(J) "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.
(K) "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.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "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.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "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.
(P) "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.
(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

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

The South 40 feet of Lots One (1) and Two (2), Block Two Hundred Ninety-four (294), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

which currently has the address of 1418 S 8TH STREET
[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until 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 RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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:

_____

Dawn Levanduski (Seal)
DAWN J LEVANDUSKI
-Borrower

_____

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

State of WISCONSIN)
County of)

This instrument was acknowledged before me on OCTOBER 29, 2004 by DAWN J LEVANDUSKI, A SINGLE WOMAN.

(Seal)

Notary Public JASON P. PLEUS

[My Commission Expires: 5/11/08]

This instrument was prepared by
FARRUGGIA,MARK

JASON P. PLEUS NOTARY PUBLIC STATE OF WISCONSIN

ADJUSTABLE RATE RIDER
(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29TH day of OCTOBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to INTERVALE MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1418 S 8TH STREET, SHEBOYGAN, WISCONSIN 53081
[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.265%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1ST day of NOVEMBER, 2006, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 2/100THS percentage points (6.02%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.265% or less than 6.265%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.265% or less than 6.265%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

Dawn J Levanduski (Seal)
DAWN J LEVANDUSKI -Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

ASSIGNMENT OF MORTGAGE

1949780
SHEBOYGAN COUNTY, WI
RECORDED ON
08/03/2012 2:20 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Recording Requested By:
Bank of America
Prepared By: Danilo Cuenca
800-444-4302
When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

DocID#
Tax ID: 59281-303570
Property Address:
1418 S 8th St
Sheboygan, WI 53081-5327
WI-ASM 19316176 E 7/24/2012

This space for Recorder's use

MIN #: 100077910002923163 MERS Phone #: 888-679-6377

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-BC3 whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:	INTERVALE MORTGAGE CORPORATION
Mortgagor(s):	DAWN J LEVANDUSKI, A SINGLE WOMAN
Date of Mortgage:	10/29/2004
Original Loan Amount:	$62,960.00

Recorded in Sheboygan County, WI on: 11/4/2004, book N/A, page N/A and instrument number 1749604

Property Legal Description:
THE SOUTH 40 FEET OF LOTS ONE (1) AND TWO (2), BLOCK TWO HUNDRED NINETY-FOUR (294), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
AUG 0 1 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Witness: Beverly Brooks

By: Rene Rosales Assistant Secretary

State of California
County of Ventura

On AUG 0 1 2012 before me, Roudabeh Beygzadeh-Elias, Notary Public, personally appeared Rene Rosales, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: Roudabeh Beygzadeh-Elias (Seal)
My Commission Expires: June 4, 2015

ROUDABEH BEYGZADEH-ELIAS
Commission # 1939621
Notary Public - California
Los Angeles County
My Comm. Expires Jun 4, 2015

PLAINTIFF'S EXHIBIT
D

VII.

R. C. No. ____ - 12 - 13. By FINANCE. April 3, 2013.

Your Committee met and discussed the following:

1. R. O. No. 58-12-13 by City Clerk submitting a Summons and Complaint in the matter of Karen Wilhelm vs. Sheboygan City Cab Company et al.

2. R. O. No. 75-12-13 by City Clerk submitting a Summons and Complaint in the matter of JFM1, LLC vs. City of Sheboygan.

3. R. O. No. 127-12-13 by City Clerk submitting an Amended Summons and Complaint in the matter of Wells Fargo Bank vs. Virginia L. Fischer et al.

4. R. O. No. 222-12-13 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank vs. Valerie Strickler et al.

5. R. O. No. 274-12-13 by City Clerk submitting a Dismissal Order dated January 31, 2013 in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke, et al., along with Affidavits of Service.

6. R. O. No. 275-12-13 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Bradley L. Eckwielen et al.

7. R. O. No. 285-12-13 by City Clerk submitting a Summons and Complaint in the matter of The Bank of New York Mellon vs. Dawn J. Levanduski et al.

8. R. C. No. 395 - 11 - 12 by Special Committee on Risk Management various documents.

recommends that the documents be placed on file.

_____	_____
_____	_____
_____	_____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.3

R. O. No. 274 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a Dismissal Order dated January 31, 2013 in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke, et al., along with Affidavits of Service.

Image

File

Susan Richards
City Clerk

Blommer Peterman
ILLINOIS INDIANA WISCONSIN
165 Bishops Way, Suite 100 Brookfield, Wisconsin 53005
262-790-5719 Fax 262-790-5721
www.blommerpeterman.com

February 6, 2013

Honorable Timothy M. Van Akkeren
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081-4692

RE: U.S. Bank National Association v. Estate of Barbara J. Janke, et al.
Case No. 12 CV 724

Dear Judge Van Akkeren:

Our office received a Dismissal Order dated January 31, 2013. Enclosed please find the Affidavits of Service that we request be filed in the above referenced action.

We are currently attempting to obtain the necessary documents from our client and intend to move for Summary Judgment once all the documents are received. We respectfully request that the dismissal order not take effect and that this case remain open.

If there are any questions or concerns, please do not hesitate to contact my office.

Thank you for your courtesies.

Very Truly Yours,

Alyssa Johnson

Alyssa A. Johnson
Enclosures
CC: All Named Defendants

Blommer Peterman S. C. is the creditor's attorney and is attempting to collect a debt on its behalf. Any information obtained will be used for that purpose.

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

Scanned on 2/8/13



Schumacher Attorney Services LLC
Brookfield, WI.

Affidavit of Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.

Authenticated Summons and Complaint and Mediation Request Form **served to:**
Estate of Barbara J. Janke
616 Bluff Avenue
Sheboygan, WI. 53083

State of Wisconsin
County of **Sheboygan** **Case No: 12CV 724**

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that on **August 28th, 2012, at 6:37 P.M., I served Penny L. Prue** with an Authenticated Summons and Complaint and Mediation Request Form, and endorsed my name, official title, date, and time on said copy. Roberta J. Stahl is a white female, approximate height, 5' 2", and she stated she is **not in the Military.**

Penny L. Prue answered the door at her home address of 616 Bluff Avenue, Sheboygan. The house is a two story with green siding and white trim. There was a Ford with a license number of E6318T on the street in front of the house. Penny L. Prue is a Personal Representative for the Estate of Barbara J. Janke.

Attempts:						
Date (s):	8/25/12	8/27/12	8/28/12	____	____	____
Time (s):	11:40 AM/PM	10:02 AM/PM	6:37 AM/PM	____ AM/PM	____ AM/PM	____ AM/PM

Scott St. George
(Process server name)

Scott St. George
(Process Server Signature)

8-29-12
(Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha

Notary Public, State of Wisconsin

My commission expires:
10/11/2015

Fee for service: $ 60.00
Schumacher Attorney Services LLC

Schumacher Attorney Services LLC
Brookfield, WI

Affidavit of Non-Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.

Authenticated Summons and Complaint and Mediation Request Form **not** served to:
Unknown Spouse of:
Barbara J. Janke
616 Bluff Avenue
Sheboygan, WI. 53083

State of Wisconsin
County of **Sheboygan** **Case No: 12CV 724**

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that **I attempted to serve the unknown spouse of Barbara J. Janke** with an Authenticated Summons and Complaint and Mediation Request Form.

While serving Penny L. Prue, she stated that Barbara J. Janke was not married at the time of her death.

Attempts:						
Date (s):	8/25/12	8/27/12	8/28/12	____	____	____
Time (s):	11:40 (AM)/PM	10:02 (AM)/PM	6:37 AM/(PM)	AM/PM	AM/PM	AM/PM

Scott St. George
(Process server name)

Scott St. George
(Process Server Signature)

8-29-12
(Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha

Notary Public, State of Wisconsin

My commission expires:
10/11/2015

Fee for service: $ 25.00
Schumacher Attorney Services LLC

Schumacher Attorney Services, LLC
Brookfield, WI.

Affidavit of Non-Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.

Authenticated Summons and Complaint and Mediation Request Form **not** served to:
Unknown Tenants at:
1922 North 22nd Street
Sheboygan, WI. 53081

State of Wisconsin
County of **Sheboygan** **Case No: 12CV 606**

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that I **attempted to serve the tenants at 1922 North 22nd Street, Sheboygan,** with an Authenticated Summons and Complaint and Mediation Request Form.

I visited the property at 1922 North 22nd Street, Sheboygan for the first time on August 25th, 2012. The house is a two story stone and beige and brown siding with brown trim. I made two more attempts without contacting the tenants.

Attempts:						
Date (s):	8/25/12	8/27/12	8/28/12	____	____	____
Time (s):	11:31 (AM)/PM	10:11 (AM)/PM	7:03 AM/(PM)	____ AM/PM	____ AM/PM	____ AM/PM

Scott St. George
(Process server name)

Scott St. George
(Process Server Signature)

8-29-12
(Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha

Notary Public, State of Wisconsin

My commission expires:
10/11/2015

Fee for service: $ 60.00
Schumacher Attorney Services LLC

Schumacher Attorney Services LLC
Brookfield, WI

Affidavit of Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.

Authenticated Summons and Complaint and Mediation Request Form **served** to:
City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081

State of Wisconsin
County of **Sheboygan** **Case No: 12CV 724**

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that on **August 27th, 2012, at 9:53 A.M., I served Susan Richards** with an Authenticated Summons and Complaint and Mediation Request Form. Susan Richards stated she is authorized to accept the Summons and Complaint.

Susan Richards stated she is the City Clerk for the City of Sheboygan.

Attempts: Date (s): 8/27/12	____	____	____	____	____
Time (s): 9:53 (AM)/PM	AM/PM	AM/PM	AM/PM	AM/PM	AM/PM

Scott St. George (Process server name) — (Process Server Signature) — 8-29-12 (Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha

Notary Public, State of Wisconsin

My commission expires:

10/11/2015

Fee for service: $ 60.00
Schumacher Attorney Services LLC

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

U.S. Bank National Association

Plaintiff

AFFIDAVIT OF MAILING
Case No: 12 CV 724
Case Code: 30404

Vs

Estate of Barbara J. Janke, et al.

Defendants

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

The undersigned being first duly sworn on oath states that on the 7 day of February, 2013 the affiant mailed properly enclosed in a postpaid envelope a true and correct copy of the Affidavits of Service to the persons stated below:

Penny L. Prue
(Personal Representative for Estate of Barbara J. Janke)
616 Bluff Avenue
Sheboygan, WI 53083

Unknown Spouse of Barbara J. Janke
1922 North 22nd Street
Sheboygan, WI 53081

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Unknown Tenants
1922 North 22nd Street
Sheboygan, WI 53081

Dated this 7 day of February, 2013.

Name:
6715

Subscribed and sworn to before me
This 7 day of February, 2013.

NOTARY PUBLIC JAKE J. KRAMER STATE OF WISCONSIN

Notary Public, State of Wisconsin
My commission expires:

II

4.2

R. O. No. 127 - 12 - 13. By CITY CLERK. September 4, 2012.

Submitting an Amended Summons and Complaint in the matter of Wells Fargo Bank vs. Virginia L. Fischer et al.

Susan Richards
City Clerk

Frazee

Ill

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Wells Fargo Bank, N.A. successor by merger to
Wells Fargo Home Mortgage, Inc.
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Virginia L. Fischer
1335 School Ave
Sheboygan, WI 53083-3922

Defendant,

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

Wells Fargo Bank NA
c/o Corporation Service Company, Registered Agent
285 Liberty St NE
Salem, OR 97301-3865

Added Defendants.

AMENDED SUMMONS

Case No. 12-CV-0208

The Honorable
Angela Sutkiewicz

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

MW 22Aug12

CLERK CIRCUIT COURT
FILED
2012 AUG -3 P 1:04

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.

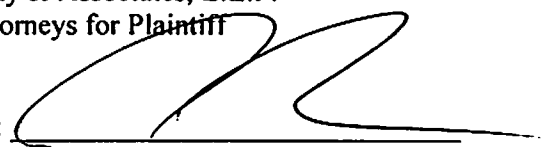
Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint. The court 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.

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

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 1st day of August, 2012

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

By: 

Robert M. Piette
State Bar No. 1018058
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
043002F01

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

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

STATE OF WISCONSIN | CIRCUIT COURT | SHEBOYGAN COUNTY

Wells Fargo Bank, N.A. successor by merger to
Wells Fargo Home Mortgage, Inc.
c/o Wells Fargo Bank, N.A.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

Virginia L. Fischer
1335 School Ave
Sheboygan, WI 53083-3922

Defendant,

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

Wells Fargo Bank NA
c/o Corporation Service Company, Registered Agent
285 Liberty St NE
Salem, OR 97301-3865

Added Defendants.

AMENDED COMPLAINT

Case No. 12-CV-0208

The Honorable
Angela Sutkiewicz

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds $5000.00

CLERK CIRCUIT COURT
FILED
2012 AUG -3 P 1:04
SHEBOYGAN COUNTY
WISCONSIN

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

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

2. The mortgaged real estate is owned of record by Virginia L. Fischer.

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 $59,889.95 together with interest from the 1st day of October, 2011.

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

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

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 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.

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 1st day of August, 2012.

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

By: _____

Robert M. Piette
State Bar No. 1018058
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.

Wisconsin

NOTE

FHA Case No.
581-2423485 703

OCTOBER 22, 2002
[Date]

COPY FOR YOUR INFORMATION

1335 SCHOOL AVENUE, SHEBOYGAN, WI 53083
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means WELLS FARGO HOME MORTGAGE, INC.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SIXTY EIGHT THOUSAND NINE HUNDRED EIGHTY THREE AND 00/100

Dollars (U.S. $ *********68,983.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND ONE-HALF percent (6.500 %) per year until the full amount of principal has been paid.

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

3. PROMISE TO PAY SECURED

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

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on DECEMBER 1ST , 2002 . Any principal and interest remaining on the first day of NOVEMBER , 2032 , will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA 503060304 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. $ **********436.02 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

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

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

5. BORROWER'S RIGHT TO PREPAY

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

EXHIBIT A

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Payment of Costs and Expenses

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

7. WAIVERS

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

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

_____ (Seal) -Borrower	Virginia L. Fischer (Seal) VIRGINIA L. FISCHER -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

EXHIBIT A

1654756

SHEBOYGAN COUNTY, WI
RECORDED ON
10/23/2002 02:06PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 25.00
TRANSFER FEE:
STAFF ID 6
TRANS 0 8224
0 OF PAGES: 8

MORTGAGE

DOCUMENT NUMBER:

NAME & RETURN ADDRESS:

WELLS FARGO HOME MORTGAGE, INC.
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

PARCEL IDENTIFIER NUMBER:

[Space Above This Line For Recording Data]

State of Wisconsin

FHA Case No.
581-2423485 703

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 22, 2002
The Mortgagor is VIRGINIA L. FISCHER, A SINGLE PERSON

("Borrower"). This Security Instrument is given to WELLS FARGO HOME MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF CALIFORNIA , and whose address is P.O. BOX 10304, DES MOINES, IA 503060304 ("Lender"). Borrower owes Lender the principal sum of SIXTY EIGHT THOUSAND NINE HUNDRED EIGHTY THREE AND 00/100 Dollars (U.S. $**********68,983.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2032 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

EXHIBIT B

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
SEE ATTACHED LEGAL

Lot 10, Block 2, Junior High Subdivision to the City of Sheboygan.

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.
TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA 503060304

which has the address of 1335 SCHOOL AVENUE, SHEBOYGAN [Street, City],
Wisconsin 53083 [Zip Code] ("Property Address");

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

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

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

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

EXHIBIT B

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

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

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

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

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

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

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

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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

EXHIBIT B

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

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

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

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

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

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

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

9. Grounds for Acceleration of Debt.

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

☐ Condominium Rider	☐ Growing Equity Rider	☐ Other [specify]
☐ Planned Unit Development Rider	☐ Graduated Payment Rider	ARM RIDER

EXHIBIT B

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

Virginia L. Fischer (Seal)
VIRGINIA L. FISCHER -Borrower

_____ (Seal)
-Borrower

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

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

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

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this OCTOBER 22, 2002
(date)

by VIRGINIA L. FISCHER, a single person

(person acknowledging)

My Commission Expires: 04/25/04

(Seal)

Notary Public, State of Wisconsin
EUGENE J. HICKEY

This instrument was prepared by
WELLS FARGO HOME MORTGAGE, INC.

LISA M VAN DEN HEUVEL

EUGENE J. HICKEY NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT B

SCHEDULE B

Commitment Number: SHE-78062

i. Federal Tax Liens, if any, against the spouse of Virginia L. Fischer, if married, and if the property is homestead or marital property.

j. 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.

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. Covenants, conditions and restrictions contained in an instrument, provisions, if any, based on race, color, religion, sex, handicap, familial status or national origin are omitted.
Volume: 249 of Deeds Page: 534/7
Document No: 409137

m. Six foot easement for public conveniences adjacent to the Southerly lot line as indicated on plat of subdivision.

n. A Mortgage from Virginia L. Fischer, a single person to Wells Fargo Home Mortgage, Inc. in the original amount of $68,983.00.
Dated: October 22, 2002 Recorded: October 23, 2002
Document No: 1654756

o. A Mortgage from Virginia L. Fischer to City of Sheboygan Department of City Development (no address listed) in the original amount of $5,659.00.
Dated: June 9, 2006 Recorded: July 19, 2006
Document No: 1803600

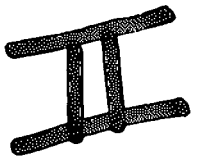
NOTE: Document returned to: Dept. of City Development, 807 Center Avenue, Sheboygan, WI 53081.

p. A Mortgage from Virginia L. Fischer, a single person to Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104 in the original amount of $10,000.00.
Dated: November 29, 2007 Recorded: December 20, 2007
Document No: 1842220

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.

LIEN REPORT

First American Title Insurance Company



4.4

R. O. No. 275 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Bradley L. Eckwielen et al.

Susan Richards

City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

U.S. BANK NATIONAL ASSOCIATION,
4801 Frederica Street
Owensboro, Kentucky 42301

CASE NO. 13CV0094
FORECLOSURE CASE CODE - 30404

Plaintiff,

vs.

SUMMONS

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

BRADLEY L. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

WENDY S. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

U.S. BANK NATIONAL ASSOCIATION, ND
c/o Officer and/or Agent
4325 17th Avenue, Southwest
Fargo, North Dakota 58103

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue, Suite 304
Sheboygan, Wisconsin 53081

PROCESS SERVER [illegible]
TIME 9:50 A.M. P.M. DATE 2/5/13
SERVED UPON & ADDRESS Linda Schroeder
828 Center Ave, Sheboygan
( ) PERSONAL ( ) SUBSTITUTE
( ) POSTED (X) CORPORATE

13 JAN 30 P1:15
CLERK CIRCUIT COURT
FILED

Defendants.

THE AMOUNT CLAIMED EXCEEDS $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, 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.

Scanned 2/7/13 Sent to- Atty's Office, Jim Arnoldy, Nancy Buss, Laurie Suhrke, Barb Olm

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 28th day of January, 2013.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff

BY:

Janine L. Collette – 1063934
jcollette@kmksc.com
Christopher C. Shattuck – 1078900
cshattuck@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT NO. 12402543Z ****REQUIREMENTS**** **Schedule B-I**

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.

2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

3. Payment in full of all premiums, charges and fees billed in connection with this commitment and all amendments and endorsements thereto, if any.

4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.

5. Instruments in insurable form which must be executed, delivered, and duly filed for record.

   A. Sheriff's Deed by the Sheriff of Sheboygan County to a Purchaser at Sheriff's Sale.

6. Mortgage from Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife, to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank N.A. for $135,000.00, executed on July 15, 2004 and recorded in the Register of Deeds Office for Sheboygan County, Wisconsin on July 15, 2004 as Document No. 1739571.

   An action to foreclose the above described mortgage shall be commenced and duly prosecuted to judgment, sheriff's sale and confirmation. All persons and entities having any interest subordinate to said mortgage and who are necessary parties shall be named as parties defendant. Although this commitment does not assure the validity, enforceability or priority of said mortgage, the following are the only liens and encumbrances against, and conveyances by the mortgagor which have become a matter of record since the date on which said mortgage was recorded:

   (a) Mortgage from Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife, to U.S. Bank, National Association N.D. for $17,514.57 dated August 10, 2006 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on September 1, 2006 as Document No. 1807373.

   (b) Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ114, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of $1,637.00

   (c) Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ113, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of $2,075.35.

7. The amount of insurance stated in Schedule "A" has been denominated $15,000.00 at the request of the applicant for this Commitment. Therefore, the liability of the Company by reason of this Commitment shall in no case exceed $15,000.00, and the Company is not obligated to increase said amount of insurance, except as agreed to in writing by endorsement to this Commitment.

NOTE: All documents to be recorded must conform with 1996 Wisconsin Act 110. This Act regulates, among other things, paper size, document margins, and INK COLOR. Only signatures may be in blue ink. All other printing must be black or red. Land Title Services, Inc. will NOT be responsible for losses which may occur if these requirements are not met.

Enclosed is an additional copy of the legal description. This is provided for your use as an addendum to documents, if needed.

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

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.

2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.

3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.

4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.

6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.

7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.

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

9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

U.S. BANK NATIONAL ASSOCIATION,
4801 Frederica Street
Owensboro, Kentucky 42301

Plaintiff,

vs.

CASE NO. 13CV0094
FORECLOSURE CASE CODE - 30404

COMPLAINT

BRADLEY L. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

WENDY S. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

U.S. BANK NATIONAL ASSOCIATION, ND
c/o Officer and/or Agent
4325 17th Avenue, Southwest
Fargo, North Dakota 58103

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue, Suite 304
Sheboygan, Wisconsin 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS $10,000.00.

CLERK CIRCUIT COURT
FILED
13 JAN 30 P1:15
SHEBOYGAN COUNTY
WISCONSIN

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, U.S. BANK NATIONAL ASSOCIATION, is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 4801 Frederica Street, Owensboro, Kentucky 42301, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").

2. Defendant, BRADLEY L. ECKWIELEN, is a competent adult who resides at 409 South 11th Street, Oostburg, Wisconsin 53070 (hereinafter Borrower).

3. Defendant, WENDY S. ECKWIELEN, is a competent adult who resides at 409 South 11th Street, Oostburg, Wisconsin 53070 (hereinafter Borrower).

4. Defendant, U.S. BANK NATIONAL ASSOCIATION, ND, is a national banking association with its principal place of business and agent for service of process located at 4325 17th Avenue Southwest, Fargo, North Dakota 58103.

5. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, and its agent for service of process is located at 828 Center Avenue, Suite 304, Sheboygan, Wisconsin 53081.

6. Borrower(s) executed and delivered a Note and Purchase Money Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 7/15/2004 as Document No. 1739571. Plaintiff is the owner and holder of the Note and Mortgage.

7. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank National Association assigned the Mortgage to Plaintiff by an assignment dated 12/11/2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on 12/14/2012 as Document No. 1958764. A copy of the assignment is attached as an Exhibit.

8. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

9. The unpaid balance due under the Note and Purchase Money Mortgage is immediately due and payable.

10. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Purchase Money Mortgage.

11. As of 1/24/2013, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	$114,787.43
Accrued Interest	2,408.03
Other Fees	405.00
Escrow Advance	3,675.77
Late Charges	654.59
Corporate Advance	30.00
Attorneys' Fees	1,150.00
Attorneys' Costs	710.00

TOTAL $123,820.82

*Interest varies and continues to accrue at the rate of $9.04 per diem after 1/24/2013.

12. The mortgaged property **is a one-to-four family,** owner occupied residence at the commencement of the foreclosure action, located at 409 S 11 Street, Oostburg, Wisconsin 53070. The Property cannot be sold in parcels without injury to the interests of the parties.

13. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

(a) Defendant U.S. Bank National Association, ND, by virtue of a mortgage from Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife, to U.S. Bank, National Association N.D. for $17,514.57 dated August 10, 2006 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on September 1, 2006 as Document No. 1807373.

(b) Defendant City of Sheboygan, by virtue of a judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ114, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of $1,637.00

(c) Defendant City of Sheboygan, by virtue of a judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ113, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of $2,075.35.

14. Pursuant to Section 846.101, Wis. Stats, and the provisions contained in the Mortgage, **Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property.** Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from entry date of judgment.

15. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

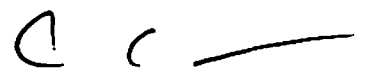
1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from the date of entry of judgment.

2. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

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

Dated this 28th day of January, 2013.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY:
Janine L. Collette – 1063934
jcollette@kmksc.com
Christopher C. Shattuck – 1078900
cshattuck@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

[redacted]

ADJUSTABLE RATE NOTE

(1 Year Treasury Index - Rate Caps)

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

JULY 15,2004	SHEBOYGAN	WISCONSIN
[Date]	[City]	[State]

409 S 11 STREET, OOSTBURG, WISCONSIN 53070
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 135,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is
U.S. BANK N.A.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.500 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on SEPTEMBER 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 AUGUST 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 4801 FREDERICA STREET
OWENSBORO, KY 42301
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 766.52 . This amount may change.

(C) Monthly Payment Changes

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

[redacted]

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST 2009, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.500 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from

me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

BRADLEY L ECKWIELEN _____ (Seal) -Borrower

_____ (Seal) -Borrower

WENDY S ECKWIELEN _____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

[Sign Original Only]

1739571

SHEBOYGAN COUNTY, WI
RECORDED ON
07/15/2004 04:24PM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 47.00
TRANSFER FEE:
STAFF ID 11
TRANS # 46447
OF PAGES: 19

MORTGAGE

DOCUMENT NUMBER

LOAN: # [redacted]

NAME & RETURN ADDRESS U.S. BANK N.A.
1550 AMERICAN BOULEVARD EAST
BLOOMINGTON MN 55425

PARCEL IDENTIFIER NUMBER 59165 716103

[Space Above This Line For Recording Data]

MIN [redacted]

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 JULY 15,2004 together with all Riders to this document.
(B) **"Borrower"** is
BRADLEY L ECKWIELEN AND WENDY S ECKWIELEN , HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.
(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is U.S. BANK N.A.

Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 4801 FREDERICA STREET, OWENSBORO, KY 42301

(E) "Note" means the promissory note signed by Borrower and dated JULY 15,2004
The Note states that Borrower owes Lender ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 Dollars
(U.S.$ 135,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1,2034
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "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.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(I) "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.
(J) "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.
(K) "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.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "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.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "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.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

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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.

(Q) "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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

PUBLIC RECORDS of SHEBOYGAN COUNTY :

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

LOT 3, IN MID-TOWNE SUBDIVISION, VILLAGE OF OOSTBURG, SHEBOYGAN COUNTY, WISCONSIN.

THIS IS A PURCHASE MONEY MORTGAGE

which currently has the address of 409 S 11 STREET

[Street]

OOSTBURG [City], Wisconsin 53070 [Zip Code]

("Property Address"):

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

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.

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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 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited

to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Initials:

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)
BRADLEY L ECKWIELEN -Borrower

_____

_____ (Seal)
WENDY S ECKWIELEN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

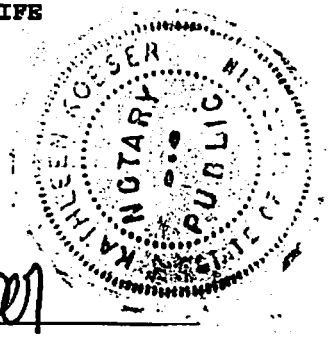
_____ (Seal)
-Borrower

STATE OF WISCONSIN, Sheboygan County ss:

The foregoing instrument was acknowledged before me this July 15, 2004

by

BRADLEY L ECKWIELEN AND WENDY S ECKWIELEN , HUSBAND AND WIFE



My Commission Expires:
June 15, 2008

Kathleen Koeser

Notary Public, State of Wisconsin

Kathleen Koeser

This instrument was prepared by

PATRICIA MELKA
U.S. BANK N.A.
16900 WEST CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53005

[redacted]

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 15TH day of JULY 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 Adjustable Rate Note (the "Note") to
U.S. BANK N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 409 S 11 STREET, OOSTBURG, WISCONSIN 53070

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.500 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST 2009, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

[redacted]

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.500 % or less than 3.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

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

Initials: 

(F) Notice of Changes

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

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

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

_____ (Seal) -Borrower	BRADLEY L ECKWIELEN (Seal) -Borrower
_____ (Seal) -Borrower	WENDY S ECKWIELEN (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

ASSIGNMENT OF MORTGAGE

Document Number | Document Name

1958764
SHEBOYGAN COUNTY, WI
RECORDED ON
12/14/2012 2:33 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Recording Area

The undersigned ("Assignor", whether one or more), for a valuable consideration, assigns to U.S. BANK NATIONAL ASSOCIATION the Mortgage dated 7/15/2004, executed by Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank N.A. on real estate in SHEBOYGAN, Wisconsin ("Property"), together with the note or other obligation it secures, which Mortgage was recorded in the Office of the Register of Deeds of said County, as Document No. 1739571.

The Property which is subject to this Assignment is described as:
Lot Three (3), in Mid-Towne Subdivision, Village of Oostburg, Sheboygan County, Wisconsin.

Name and Return Address
Atty. Janine L. Collette
Kohner, Mann & Kailas, S.C.
4650 North Port Washington Road
Milwaukee, WI 53212

59165716103
Parcel Identification Number (PIN):

This ____ is ____ homestead property.
(is) (is not)

CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE;
ONLY THOSE OPTIONS CHOSEN SHALL APPLY:

☑ A. This Assignment is made without recourse.

☑ B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than $114,787.43, and also interest 2.875% per annum and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated 12/11/12.

ASSIGNOR: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank N.A.

Jessica Lynn Roberts (SEAL) — Dana F. Bowman (SEAL)
* Jessica Lynn Roberts — * Dana F. Bowman

Erica Payne (SEAL) — (SEAL)
* Erica J. Payne — *Assistant Secretary

AUTHENTICATION

Signature(s) _____

_____

authenticated on _____.

_____

*_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
Authorized by Wis. Stat. §706.06)

THIS INSTRUMENT DRAFTED BY:

Janine L. Collette, Attorney

Kohner, Mann & Kailas, S.C.

ACKNOWLEDGMENT

STATE OF KENTUCKY

DAVIESS COUNTY

OFFICIAL SEAL
AMANDA G. RUXER
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE
My Comm. Expires April 1, 2013

Personally came before me on December 11, 2012
the above-named Dana F. Bowman, Jessica Lynn Roberts, Erica J. Payne
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Amanda G Ruxer
* KENTUCKY
Notary Public, State of Kentucky
My Commission (is permanent) (expires: April 1 2013

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

*Type name below signatures.

MANAC Reference Number: 3001.2805

II

3.5

R. O. No. 75 - 12 - 13. By CITY CLERK. July 2, 2012.

Submitting a Summons and Complaint in the matter of JFM1, LLC vs. City of Sheboygan.

Finance
File

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ___

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

JFM1, LLC
Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. 12CV0542
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

FILED
CLERK CIRCUIT COURT
12 JUN 20 P12:25
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

STATE OF WISCONSIN:

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

CC: ATTY'S OFFICE, JIM AMODEO, LEE GROSENICK: LAURIE SUHRKE

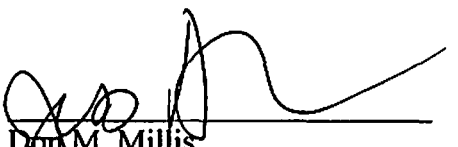
COPY

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

Dated this 19th day of June, 2012.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018



Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Attorneys for Plaintiff

Reinhart\8738996

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ___

JFM1, LLC
Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. 12CV0542
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

CLERK CIRCUIT COURT FILED
12 JUN 20 P12:55
SHEBOYGAN COUNTY WISCONSIN

COMPLAINT

Plaintiff JFM1, LLC ("JFM1"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the year 2011, plus statutory interest, with respect to the parcel of real property in the City (the "Property").

2. Plaintiff is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

COPY

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City's records as Tax Parcel No.:59281-215850.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2011 Assessment

7. For 2011, property in the City was assessed at 103.625% of its fair market value as of January 1, 2011.

8. For 2011, property tax was imposed on property in the City at the rate of $24.6610063 per $1,000 for of the assessed value for Property.

9. For 2011, the City's assessor set the assessment of the Property at $12,424,400.

10. Plaintiff appealed the 2011 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

11. The City's Board of Review heard the Plaintiff's objection and sustained the assessment on the merits at $12,424,400.

12. Based on the assessment, the assessment ratio and tax rate described in paragraphs 7, 8 and 9, the City imposed tax on the Property in the amount of $306,398.21.

13. Plaintiff timely paid the property taxes imposed by the City on the Property for 2011, or the required installment thereof.

14. On January 27, 2012, Plaintiff timely and personally served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "Claim"). A true and correct copy of the Claim is attached hereto as Exhibit A and is incorporated herein by reference.

15. On or about March 22, 2012, the City sent a letter to Plaintiff, stating that the City Board considered the Claim and disallowed the Claim in its entirety. A true and correct copy of the Notice of Disallowance is attached hereto as Exhibit B and is incorporated herein by reference.

CLAIM FOR RELIEF

2011 Assessment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. The fair market value of the Property as of January 1, 2011 was no higher than $2,876,300.

18. Based on the assessment ratio of 104.59%, the correct assessment of the Property for 2011 is no higher than $2,980,596.90.

19. Based on the tax rate of $20.47356 per $1,000 of assessed value, the correct amount of property tax on the Property for 2011 should be no higher than $73,504.50.

20. The 2011 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2011 was excessive in at least the amount of $233,485.

21. Plaintiff is entitled to a refund of 2011 tax in the amount of $233,485, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2011 should be no higher than $2,980,596.90.

B. A determination that the correct tax on the Property for 2011 should be no higher than $73,504.50.

C. Judgment in the amount of $233,485, or such greater amount as may be determined due to Plaintiff, plus statutory interest;

D. An award of all litigation costs incurred by Plaintiff in this action, including the reasonable fees of its attorneys; and

E. Such other and further relief as the Court deems appropriate and just.

Dated this 19th day of June, 2012.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Attorneys for Plaintiff

Reinhart\8738745

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703

Telephone: 608-229-2200
Facsimile: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 25, 2012

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

Dear Clerk: Re: Tax Parcel No. 59281-215850

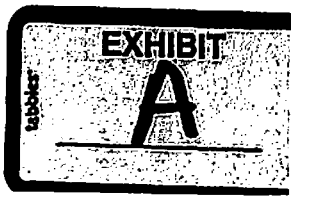
Now comes Claimant, JFM1, owner of parcel 59281-215850 (the "Property")in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2011, plus statutory interest, with respect to the Property.

2. Claimant is the owner on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No.: 59281-215850.



5. For 2011, property in the City was assessed at 103.625% of its fair market value as of January 1, 2011.

6. For 2011, property tax was imposed on property in the City at the rate of $24.6610063 per $1,000 for of the assessed value for Property.

7. For 2011, the City's assessor set the assessment of the Property at $12,424,400.

8. Claimant appealed the 2011 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at $12,424,400.

10. Based on the assessment, the assessment ratio and tax rate described in paragraphs 5, 6 and 7, the City imposed tax on the Property approximately in the amount of $306,398.21.

11. Claimant timely paid the property taxes imposed by the City on the Property for 2011, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2011 was no higher than $2,876,300.

13. Based on the assessment ratio of 104.59%, the correct assessment of the Property for 2011 is no higher than $2,980,596.90.

14. Based on the tax rate of $20.47356 per $1,000 of assessed value, the correct amount of property tax on the Property for 2011 should be no higher than $73,504.50.

15. The 2011 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2011 was excessive in at least the amount of $233,485.

16. Claimant is entitled to a refund of 2011 tax in the amount of $233,485, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is $233,485, plus interest thereon.

Dated at Madison, Wisconsin, this 25th day of January, 2011.

Sincerely yours,

Don M. Millis
Agent for Claimant

REINHART\8271838DMM:ESJ

City of
Sheboygan
spirit on the lake.

March 21, 2012

CERTIFIED MAIL

JFM1, LLC
c/o Mall Office, Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081-8305

Re: Claim for Excessive 2011 Assessment Against City of Sheboygan
Tax Parcel No. 59281-215850

Dear Sirs:

At its meeting on March 19, 2012, the Common Council of the City of Sheboygan considered the above-referenced claim of JFM1, LLC dated January 25, 2012 and filed on January 27, 2012. The Common Council denied the claim for excessive assessment in full. The claimant may commence an action in circuit court to recover the amount of the claim not allowed.

Please be advised that pursuant to sec. 74.37(3)(d), Wis. Stats., the action must be commenced within 90 days after the date of receipt of this letter.

If you have any further questions on this claim, you may contact the City Attorney's office at (920) 459-3917.

Very truly yours,

Stephen G. McLean
CITY ATTORNEY

SGM/gmp

cc: Attorney Don M. Millis
Ms. Susan Richards
Ms. Laurie Suhrke
Mr. Lee Grosenick

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

www.cityofsheboygan.info

RECEIVED
MAR 22 2012

EXHIBIT
tabbies B

SAN CITY ATTORNEY
ER AVENUE, SUITE 304
AN, WI 53081-4442

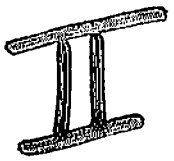
vice Requested

MILWAUKEE WI 530

21 MAR 2012 PM 1

ATTORNEY DON M MILLIS
REINHART BOERNER VAN DEUREN SC
PO BOX 2018
MADISON WI 53701-2018

53701201818



3.4

R. O. No. 58 - 12 - 13. By CITY CLERK. June 18, 2012.

Submitting a Summons and Complaint in the matter of Karen Wilhelm vs. Sheboygan City Cab Company et al.

Susan Richards
City Clerk

STATE OF WISCONISN CIRCUIT COURT SHEBOYGAN COUNTY

Case Code: 30101

KAREN WILHELM
1513 Michigan Avenue
Sheboygan, WI 53081
Plaintiff

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

SUMMONS

vs.

Case No. 12CV0486

SHEBOYGAN CITY CAB COMPANY
c/o Kim J. Vernick
1512 S. 21st Street
Sheboygan, WI 53081

and

GRANITE STATE INSURANCE COMPANY
c/o Its registered agent
CSC Lawyers Incorporating Service Co
8040 Excelsior Drive. Suite 400
Madison, WI 53717

and

THE CITY OF SHEBOYGAN, A MUNICIPAL CORPORATION
828 Center Avenue
Sheboygan, WI 53081
Defendants.

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

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

Within forty-five (45) days of receiving this summons, you must respond 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

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

requirements of the statutes. The answer must be sent or delivered to the court, whose address is:

Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081

and to plaintiff's attorney, whose address is:

William K. Sonnenburg
SONNENBURG & ZELPE
601 Center Avenue
Sheboygan, WI 53081

You may have an attorney help or represent you.

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

Dated this 4th day of June, 2012.

SONNENBURG & ZELPE
Attorneys for Plaintiff

By: W. K. Sonnenburg
William K. Sonnenburg
State Bar No. 1006902

P.O. Address:
601 Center Avenue
Sheboygan, WI 53081
Telephone (920) 458-6222
Facsimile (920) 458-3840

STATE OF WISCONISN CIRCUIT COURT SHEBOYGAN COUNTY

Case Code: 30101

KAREN WILHELM
Plaintiff

COMPLAINT

vs.

Case No. 12CV0486

SHEBOYGAN CITY CAB COMPANY

and

GRANITE STATE INSURANCE COMPANY

and

THE CITY OF SHEBOYGAN, A MUNICIPAL CORPORATION

Defendants.

CLERK CIRCUIT COURT
FILED
12 JUN -4 P 3:38
IN SHEBOYGAN COUNTY, WISCONSIN

The plaintiff, Karen Wilhelm, by her attorneys, Sonnenburg and Zelpe, by William K. Sonnenburg, as and for a complaint against the above named defendants, allege as follows:

GENERAL ALLEGATIONS

1. That the plaintiff, Karen Wilhelm, is an adult resident of Sheboygan County, State of Wisconsin.

2. That upon information and belief, the defendant, Sheboygan City Cab Company was a sole proprietorship owned and operated by Kim J. Vernick, and an adult person who resides in the City of Sheboygan, Sheboygan County, Wisconsin, whose address is 1512 South 21st Street.

3. That, upon information and belief, Granite State Insurance Company is a foreign insurance corporation whose registered agent is CSC Lawyers Incorporating Service Co., 8040 Excelsior Drive. Suite 400, Madison, WI 53717.

4. That upon information and belief, the City of Sheboygan, Wisconsin, is a municipal corporation located at 828 Center Avenue, Sheboygan, Wisconsin.

5. That, upon information and belief, the defendant, Granite Insurance Company, prior to June 16, 2009, did issue an automobile liability insurance policy to the Sheboygan City Cab Company, owned and operated by Kim J. Vernick; that said insurance policy among other things, for valuable consideration, agreed to pay for injuries to third person arising out of the negligence of the operator of vehicle owned by Kim J. Vernick as the Sheboygan City Cap Company; that by virtue of said insurance policy, Granite Insurance Company is a proper party to this action.

6. That, upon information and belief, said Sheboygan City Cab Company, driven by its authorized driver, Eric W. Vinson, was negligent as to lookout management, and control of said Sheboygan City Cab Company vehicle, a 1999 Buick LeSabre automobile resulting in a collision with a 2006 Chevrolet Colorado pick-up truck on June 16, 2009, at the intersection of Superior Avenue and North 14th Street in Sheboygan, Wisconsin, which further resulted in striking a stopped 1992 GMC van in which the plaintiff was a guest passenger.

7. That, upon information and belief, the 2006 Chevrolet Colorado truck, owned by the defendant, City of Sheboygan, and driven by Paul T. Meyer, a city employee, was contributorily negligent in the operation of said truck in that he failed to keep a proper lookout and management of said truck, on June 16, 2009 at the intersection of superior avenue and North 14th Street, in the City of Sheboygan, Wisconsin, resulting in his striking the 1992 GM Van in which plaintiff was a guest passenger.

8. That as the result of the negligence of the defendant set forth above, said negligence caused a number of injuries to the plaintiff, requiring medical treatment for

said injuries as well as pain, suffering, and is a disfigurement to her body all of which may be permanent.

WHEREFORE, the plaintiff demands judgment against the defendants, jointly or severally, as follows:

1. for injuries to her person in a sum in excess of Five Thousand and 00/100 dollars ($5,000.00).

2. for her costs disbursements and attorney fees.

3. For such other and further relief as may be just and equitable.

PLEASE TAKE NOTICE THAT PLAINTIFFS DEMAND THAT THIS ACTION BE TRIED BY A TWELVE PERSON JURY.

Dated this 4TH day of June, 2012.

SONNENBURG & ZELPE
Attorneys for Plaintiffs

By: Wm K. Sonnenburg
William K. Sonnenburg
State Bar No. 1016902

P.O. Address:
601 Center Avenue
Sheboygan, WI 53081
Telephone (920) 458-6222
Facsimile (920) 458-3840

VI

6.3

R. C. No. 395 - 11 - 12. By SPECIAL COMMITTEE ON RISK MANAGEMENT.
April 16, 2012.

Your Committee to whom was referred the following:

1. R. O. No. 183-11-12 by the City Clerk submitting a Summons and Complaint in the matter of JFM1, LLC vs. City of Sheboygan;

2. R. O. No. 184-11-12 by the City Clerk submitting a Summons and Complaint in the matter of Walgreen Co. vs. City of Sheboygan; and

1/21/13 acted upon → 3. R. O. No. 186-11-12 by the City Clerk submitting a Summons and Complaint in the matter of American Family Mutual Insurance Co. vs. City of Sheboygan et al.;

recommends that the documents be referred to the Special Committee on Risk Management of the new Common Council.

Risk mgmt C.C. file

Julie Kath
DHA

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

11-24

R. O. No. 183 - 11 - 12. By CITY CLERK. September 6, 2011.

Submitting a Summons and Complaint in the matter of JFM1, LLC vs. City of Sheboygan.

Rick
refer to Rick
new C.I.

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ___

JFM1, LLC
Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081,

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

Plaintiff,

v.

Case No. 11CV0818
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

CLERK CIRCUIT COURT
FILED
11 JUL 26 A11 :05
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

STATE OF WISCONSIN:

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22

CC: ATTY'S OFFICE, JIM AMODEO, LEE GROSENICK, LAURIE SUHR E

COPY

East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

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

Dated this 25th day of July, 2011.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY _____
Attorneys for Plaintiff

REINHART\6409502

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ___

JFM1, LLC
Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081,

Plaintiff,

v.

Case No. 11CV0818
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue, Second Floor
Sheboygan, WI 53081,

Defendant.

CLERK CIRCUIT COURT
FILED
11 JUL 26 A11:15
SHEBOYGAN COUNTY
WISCONSIN

COMPLAINT

Plaintiff JFM1, LLC ("JFM1"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on the property owned by JFM1 for the year 2010, plus statutory interest, with respect to a certain parcel of real property in the City (the "Property").

2. JFM1 is the owner of the Property located at 3347 Kohler Memorial Drive and identified on the City tax rolls as Tax Parcel No. 59281 215850. JFM1

COPY

is responsible for the payment of property taxes, and the prosecution of property tax disputes involving the Property.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Second Floor, in the City of Sheboygan.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

5. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2010 Assessment

6. For 2010, property in the City was assessed at 100.089% of its fair market value as of January 1, 2010.

7. For 2010, property tax was imposed on property in the City at the rate of $24.95 per $1,000 of the assessed value.

8. For 2010, the City's assessor set the assessment of the Property at $12,424,400.

9. JFM1 timely appealed the 2010 assessment of the Property to the City's Board of Review pursuant to Wis. Stat. § 70.47, and the City's Board of Review sustained the assessment at the value listed in paragraph 8 above.

10. Based on the assessment, the assessment ratio, and tax rate described in paragraphs 6, 7 and 8, the City imposed tax on the Property in the amount of $309,912.16.

11. JFM1 timely paid property taxes imposed by the City on the subject Property for 2010, or the required installment thereof.

12. On January 27, 2011 JFM1 timely served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "Claim"). A true and correct copy of the Claim is attached hereto as Exhibit A and is incorporated herein by reference.

13. On or about April 29, 2011, JFM1 received a letter from the City, stating that the City Board considered the Claim and disallowed the Claim in its entirety. A true and correct copy of the Notice of Disallowance is attached hereto as Exhibit B and is incorporated herein by reference.

CLAIM FOR RELIEF

2010 Assessment

14. The allegations of paragraphs 1-13 are incorporated as if fully re-alleged herein.

15. The fair market value of the Property as of January 1, 2010 was no higher than $6,539,300.

16. Based on the assessment ratio of 100.089% described in paragraph 6, the correct assessment of the Property for 2010 is no higher than $6,545,119.98.

17. Based on the tax rate of $24.95 per $1,000 of assessed value described in paragraph 7, the correct amount of property tax on the Property for 2010 is no higher than $163,300.74.

18. The 2010 assessment of the Property as set by the City's Board of Review was excessive and, upon information and belief, violated the Uniformity Clause of the Wisconsin Constitution. As a result, the property tax for 2010 imposed on the Property owned by the JFM1 was excessive in at least the amount of $146,611.42.

19. JFM1 is entitled to a refund of 2010 tax in the amount of $146,611.42, or such greater amount as may be determined to be due to JFM1, plus statutory interest.

WHEREFORE, JFM1 respectfully requests the following relief:

A. A determination that the assessment for 2010 of the Property should be no higher than $6,545,119.98;

B. A determination that the correct tax on the Property for 2010 should be no higher than $163,300.74;

C. Judgment in the amount of $146,611.42, or such greater amount as may be determined due to JFM1, plus statutory interest;

D. An award of all litigation costs incurred by JFM1 in this action, including the reasonable fees of its attorneys; and

E. Such other and further relief as the Court deems appropriate and just.

Dated this 25th day of July, 2011.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY _____
Attorneys for JFM1

REINHART\6408236

1/28

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703

Telephone: 608-229-2200
Facsimile: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 24, 2011

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

Deputy Clerk
Linda Long

CLAIM FOR EXCESSIVE ASSESSMENT

DELIVERED BY MESSENGER

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

1-27
11:30am

Dear Clerk: Re: Property No.: 59281 215850

Now comes Claimant, JFM1, LLC, owner of parcel 59281 215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37.

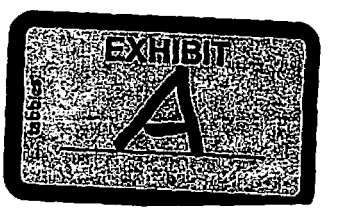
1. Claimant is owner of the Property located at 3347 Kohler Memorial Drive, in the City of Sheboygan, Wisconsin, is responsible for taxes on the Property, and is authorized to bring this claim in its own name.

2. For 2010, property in the City was assessed at 100.089% of its fair market value as of January 1, 2010, and was taxed at $24.95 per $1,000 of the assessed value.

3. The 2010 assessment of the Property was set by the City Assessor's office as $12,424,400.

4. Claimant has made a timely appeal to the Board of Review, which sustained the assessment as $12,424,400.

5. Based on the assessment, the City imposed tax on the Property in the amount of $309,912.16.



6. The fair market value of the Property for 2010 is no higher than $6,539,300.

7. In addition, the Property was not assessed uniformly in compliance with Article VIII, Section 1 of the Wisconsin Constitution.

8. Based on the assessment ratio set forth in paragraph 2, the correct assessment of the Property for 2010 should be no higher than $6,545,119.98.

9. Based on that assessment, the correct tax on the Property for 2010 should be no higher than $163,300.74.

10. The amount of this claim is $146,611.42, plus interest thereon.

Dated at Madison, Wisconsin, this 24th day of January, 2011.

Sincerely yours,

Don M. Millis

REINHART\5802740JT:JT

cc John Matheson (electronically w/ enc.)

City of Sheboygan
spirit on the lake.

RECEIVED
APR 29 2011

April 28, 2011

CERTIFIED MAIL

JFM1, LLC
c/o Mall Office, Suite 26
3347 Kohler Memorial Drive
Sheboygan, WI 53081-8305

Re: Claim for Excessive Assessment Against City of Sheboygan
Tax Parcel No. 59281-215850

Dear Sirs:

At its meeting on April 18, 2011, the Common Council of the City of Sheboygan considered the above-referenced claim of JFM1, LLC dated January 24, 2011 and filed on January 27, 2011. The Common Council denied the claim for excessive assessment in full. The claimant may commence an action in circuit court to recover the amount of the claim not allowed.

Please be advised that pursuant to sec. 74.37(3)(d), Wis. Stats., the action must be commenced within 90 days after the date of receipt of this letter.

If you have any further questions on this claim, you may contact the City Attorney's office at (920) 459-3917.

Very truly yours,

Stephen G. McLean
CITY ATTORNEY

SGM/gmp

cc: Attorney Don M. Millis
Ms. Susan Richards
Ms. Laurie Suhrke
Mr. Lee Grosenick

CITY ATTORNEY'S OFFICE
CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442
920/459-3917
FAX 920/459-3919

EXHIBIT B

II

11-25

R. O. No. 184- 11 - 12. By CITY CLERK. September 6, 2011.

Submitting a Summons and Complaint in the matter of Walgreen Co. vs. City of Sheboygan.

Risk
Refer to Risk
New CC.

Susan Richards
City Clerk

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ____

WALGREEN CO.
200 Wilmot Road
Deerfield, Illinois 60015,

CIRCUIT COURT BRANCH 3
ANGELA W SUTKIEWICZ
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

Plaintiff,

v.

Case No. 11CV0817
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

CLERK CIRCUIT COURT
FILED
11 JUL 26 A10:59
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

STATE OF WISCONSIN:

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22

CC: ATTY'S OFFICE, JIM AMODEO, LEE GROSENICK, LAURIE SUHRKE

COPY

East Mifflin Street, Suite 600, Madison, Wisconsin 53703. You may have an attorney help or represent you.

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

Dated this 25th day of July, 2011.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY _____
Attorneys for Plaintiff

REINHART\7506561

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
CIVIL DIVISION, BRANCH ____

WALGREEN CO.
200 Wilmot Road
Deerfield, Illinois 60015,

Plaintiff,

v.

Case No. 11CV0817
Money Judgment - 30301

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

FILED
11 JUL 26 A10:59
CLERK CIRCUIT COURT
SHEBOYGAN COUNTY, WISCONSIN

COMPLAINT

Plaintiff Walgreen Co. ("Walgreens"), by its undersigned counsel, Reinhart, Boerner, Van Deuren s.c., for its Complaint against the defendant City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. §74.37(3)(d), for a refund of excessive real estate taxes imposed on Walgreens by the City for the year 2010, plus statutory interest, with respect to three parcels of real property in the City ("the Properties").

2. Walgreens is an Illinois corporation duly registered to conduct business in Wisconsin. Walgreens is the tenant on the Properties and is

COPY

responsible for the payment of property taxes, and the prosecution of property tax disputes involving the Properties.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue in the City.

4. The Properties are located at 1029 N. 14th Street, 2702 Calumet Drive and 3320 South Business Drive in the City and are identified in the City's records as Tax Parcel Nos. 59281205930; 59281629780 and 59281431734.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2010 Assessment

7. For 2010, property in the City was assessed at 100.09% of its fair market value as of January 1, 2010.

8. For 2010, property tax was imposed on property in the City at the rate of $24.95 per $1,000 of assessed value.

9. For 2010, the City's assessor set the assessment on the Properties as follows:

1029 N. 14th Street (#59281205930)	$2,588,100

2702 Calumet Drive (#59281629780)	$2,485,500
3320 South Business Drive (#59281431734)	$2,400,000.

10. Walgreens timely appealed the 2010 assessment of the Properties to the City's Board of Review pursuant to Wis. Stat. § 70.47, and the City's Board of Review sustained the assessment at the value listed in paragraph 9 above.

11. Based on those assessments, the City imposed tax on the Properties as follows:

1029 N. 14th Street (#59281205930)	$64,494.80
2702 Calumet Drive (#59281629780)	$61,934.91
3320 South Business Drive (#59281431734)	$59,801.67.

12. Walgreens timely paid property taxes imposed by the City on the Properties for 2010, or the required installment thereof.

13. On January 27, 2011, Walgreens timely served on the City Clerk a Claim for Excessive Assessment pursuant to Wis. Stat. § 74.37(2) (the "Claim"). A true and correct copy of the claim is attached hereto as Exhibit A and is incorporated herein by reference.

14. On or about April 14, 2011, the City sent a letter to Walgreens stating that the Common Council considered the Claim and disallowed the Claim in its entirety. A true and correct copy of the Notice of Disallowance is attached hereto as Exhibit B and is incorporated herein by reference.

CLAIM FOR RELIEF

2010 Assessment

15. The allegations of paragraphs 1-14 are incorporated as if fully re-alleged herein.

16. The fair market value of the Properties as of January 1, 2010 were no higher than:

1029 N. 14th Street (#59281205930)	$1,528,000
2702 Calumet Drive (#59281629780)	$1,472,000
3320 South Business Drive (#59281431734)	$1,528,000.

17. Based on the assessment ratio of 100.09% described in paragraph 7, the correct assessments of the Properties for 2010 are no higher o higher than:

1029 N. 14th Street (#59281205930)	$1,529,375
2702 Calumet Drive (#59281629780)	$1,473,325
3320 South Business Drive (#59281431734)	$1,529,375.

18. Based on the tax rate of $24.95 per $1,000 of assessed value described in paragraph 8, the correct amount of property tax on the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	$38,157.91
2702 Calumet Drive (#629780)	$36,759.45
3320 South Business Drive (#431734)	$38,157.91.

19. The 2010 assessment of the Property as set by the City's Board of Review was excessive, and, upon information and belief, violated the uniformity clause of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2010 was excessive in at least the amount of $73,156.06.

20. Walgreens is entitled to a refund of 2010 tax in the amount of $73,156.06, or such greater amount as may be determined to be due to Walgreens, plus statutory interest.

WHEREFORE, Plaintiff Walgreen Co. demands the following:

A. A determination that the assessments of the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	$1,529,375
2702 Calumet Drive (#59281629780)	$1,473,325
3320 South Business Drive (#59281431734)	$1,529,375;

B. A determination that the correct taxes on the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	$38,157.91
2702 Calumet Drive (#629780)	$36,759.45
3320 South Business Drive (#431734)	$38,157.91; and

C. Judgment in the amount of $73,156.06, or such greater amount as may be determined due to Walgreens, plus statutory interest;

D. An award of all litigation costs incurred by Walgreens in this action, including the reasonable fees of its attorneys; and

E. Such other and further relief as the Court deems appropriate and just.

Dated this 25th day of July, 2011.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

REINHART\7501544

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368

BY _____
Attorneys for Plaintiff

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703

Telephone: 608-229-2200
Facsimile: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 25, 2011

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIMS FOR EXCESSIVE ASSESSMENT

DELIVERED BY MESSENGER

Sue Richards, Clerk
City of Sheboygan
828 Center Ave., 2nd Floor
Sheboygan, WI 53081

Dear Clerk:

Re: Tax Parcel Nos.: 59281205930; 59281629780 and 59281431734

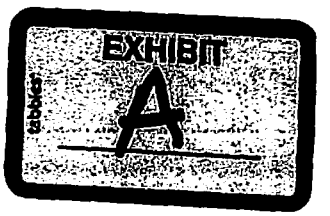
Now comes Claimant, Walgreen Co., tenant on parcels 59281205930; 629780 and 431734 (the "Properties") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files these Claims for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37.

1. Claimant is tenant on the Properties located at 1029 N. 14th Street, 2702 Calumet Drive and 3320 South Business Drive, Sheboygan, Wisconsin, is responsible for taxes on the Properties, and is authorized to bring these claims in its own name.

2. For 2010, properties in the City were assessed at 100.09% of its fair market value as of January 1, 2010, and was taxed at $24.95 per $1,000 of the assessed value.

3. The 2010 assessments of the Properties were set by the City Assessor's office as follows:

1029 N. 14th Street (#59281205930)	$2,588,100
2702 Calumet Drive (#59281629780)	$2,485,500
3320 South Business Drive (#59281431734)	$2,400,000



4. Claimant made timely appeals to the Board of Review, which sustained the assessments as follows:

1029 N. 14th Street (#59281205930)	$2,588,100
2702 Calumet Drive (#59281629780)	$2,485,500
3320 South Business Drive (#59281431734)	$2,400,000

5. Based on the assessments, the City imposed a tax on the Properties as follows:

1029 N. 14th Street (#59281205930)	$64,494.80
2702 Calumet Drive (#59281629780)	$61,934.91
3320 South Business Drive (#59281431734)	$59,801.67

6. The fair market value of the Properties for 2010 are no higher than:

1029 N. 14th Street (#59281205930)	$1,528,000
2702 Calumet Drive (#59281629780)	$1,472,000
3320 South Business Drive (#59281431734)	$1,528,000

7. In addition, the Properties were not assessed uniformly in compliance with Article VIII, Section 1 of the Wisconsin Constitution.

8. Based on the assessment ratio set forth in paragraph 2, the correct assessments of the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	$1,529,375
2702 Calumet Drive (#629780)	$1,473,324
3320 South Business Drive (#431734)	$1,529,375

9. Based on those assessments, the correct tax on the Properties for 2010 should be no higher than:

1029 N. 14th Street (#59281205930)	$38,157.91
2702 Calumet Drive (#59281629780)	$36,759.45
3320 South Business Drive (#59281431734)	$38,157.91

10. The amount of the claims is $73,156.06.

Dated at Madison, Wisconsin, this 25th day of January, 2011.

Sincerely yours,

Don M. Millis

REINHART\5843899JHK:JHK

City of Sheboygan
spirit on the lake.

RECEIVED
APR 14 2011

E-filed

April 13, 2011

CERTIFIED & RESTRICTED MAIL

Walgreen Co.
c/o Attorney Don M. Millis
Reinhart Boerner Van Deuren S.C.
22 East Mifflin Street
Suite 600
Madison, WI 53703

Re: Claim Against the City of Sheboygan
Date of Loss: 2010

Dear Mr. Millis:

At its meeting on April 6, 2011, the Common Council of the City of Sheboygan considered the claim filed on January 27, 2011 for damages allegedly received by Walgreen Co. The Common Council denied the claim in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

Charles C. Adams
ASSISTANT CITY ATTORNEY

CCA/gmp

cc: Ms. Susan Richards
Ms. Laurie Suhrke
Mr. Thomas E. Mann

CITY ATTORNEY'S OFFICE
CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442
920/459-3917
FAX 920/459-3919

EXHIBIT B

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name	Address
7320	Lahner, Ryan D.	1515 N. 8th St.
9882	Loya, Nancy T.	1535 John Ct.
9883	Mischler, Jessica L.	931 Clara Ave.
9884	Razo-Valle, Marilyn	1207 Kentucky Ave.
9886	Sonnemann, Scott A.	1226 S. 19th St.
4943	Stangel, Christine A.	1111 N. 12th St.
9876	Van Sluys, Darrell L.	1427 N. 10th St., #321

II

Other Matters

9.4

R. O. No. 277 - 12 - 13. By CITY CLERK. February 18, 2013.

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

Susan Richards
City Clerk

CHANGE OF AGENT

Daniel Holtz is being replaced by Kerry Martens as agent effective immediately at the Piggly Wiggly located at 3124 S. Business Dr.

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

No.	Name	Address
2966	Beyond Sunset	434 Pennsylvania Ave.
2967	Big Daddys Pub & Grill	2123 N. 15th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9874	Batt, Jody	722 Spring Ave.
9887	Daily, Matthew D.	1519 Eisner Ave.
7487	Hansen, Samantha K.	1018 Wisconsin Ave.
9875	Harrington, Jill A.	557 Upper Road, Kohler
9885	Kaat, Amber M.	1236 St. Clair Ave.
9878	McAlister, Michael JT	1009A Broadway
9879	Redlin, Tracy L.	1408 N. 17th St.
9881	Rose, Denise K.	520 Washington Ct.
9877	Schaap, Mary G.	2828 Rammer Ct.
7048	Stuedemann, Michael J.	13580 59th St. NW, Lot 6, Williston, ND
4943	Velez, Leon A.	1132 Lincoln Ave.
7341	Villa, Juana V.	1207 Kentucky Ave.



VI

R. C. No. ___ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred R. O. No. 277-12-13 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 contingent on correcting his application:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9887	Daily, Matthew D.	1519 Eisner Ave.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ____ - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred to whom was referred R. O. No. 300-12-13 by the City Clerk submitting a claim from Jerry L. Finger for alleged damages to the bottom of his vehicle caused by a pothole; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

_____ _____

_____ _____

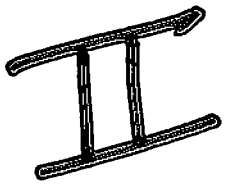
_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



4.3

R. O. No. 300 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a claim from Jerry L. Finger for alleged damages to the bottom of his vehicle caused by a pothole.

Susan Richard
City Clerk

DATE RECEIVED 3-11-13 RECEIVED BY LGSchneider

CLAIM NO. 33-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Jerry L Finger
2. Home address of Claimant: 1334 Geele Ave.
3. Home phone number: 920-287-7672
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 3/11/13 9:30 A.M.
6. Where did damage or injury occur? (give full description) North 15th pothole knock off exhaust tip.
7. How did damage or injury occur? (give full description) Car bottomed out in pothole.
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: City Hall
   (b) Claimant's statement of the basis of such liability: Pothole should have been fixed.
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: Not a degstr.
   (b) Claimant's statement of basis for such liability: Fix the road.

SCANNED TO: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, LAURIE SUHRKE

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

Right exhaust tip was lost because of pothole.

11. Name and address of any other person injured: ~~[illegible]~~ Patricia G. Baumbach / 1334 Geele Ave, Sheboygan, WI 53083

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

Auto: $ ~~24.99 + TAX~~ 16.79

Property: $

Personal injury: $ N/A

Other: (Specify below $ /

TOTAL 16.79

Damaged vehicle (if applicable)

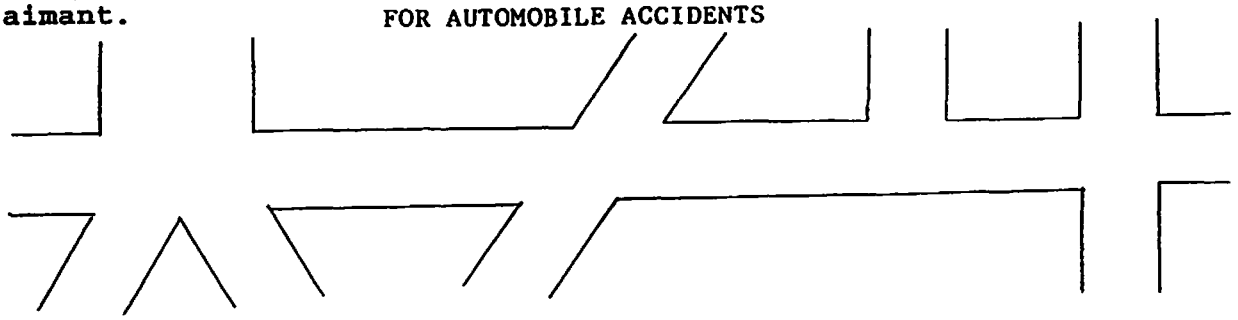
Make: LINCOL Model: TownCar Year: 1994 Mileage: 225000

Names and addresses of witnesses, doctors and hospitals: N/A

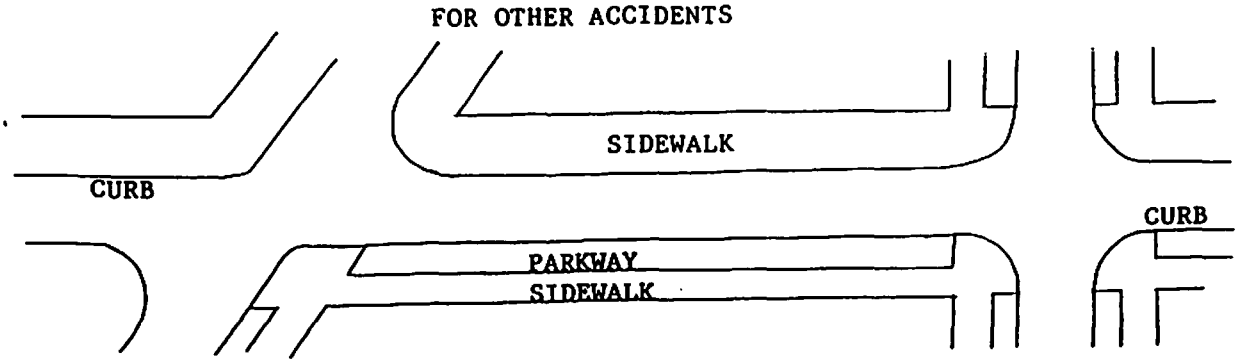
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Jerry L Lorman Date: 3/1/13

DATE RECEIVED 3-11-13 RECEIVED BY LS Schneider

CLAIM NO. 33-12

16.79

CLAIM

Claimant's Name: JERRY L Finger

Claimant's Address: 1334 Geele Ave, Sheboygan, WI 53083

Claimant's Phone No. 920-287-7672

Auto $ ~~15.99 tax~~

Property $

Personal Injury $

Other (Specify below) $

TOTAL 16.79

MAR 11 '13 AM11:57

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

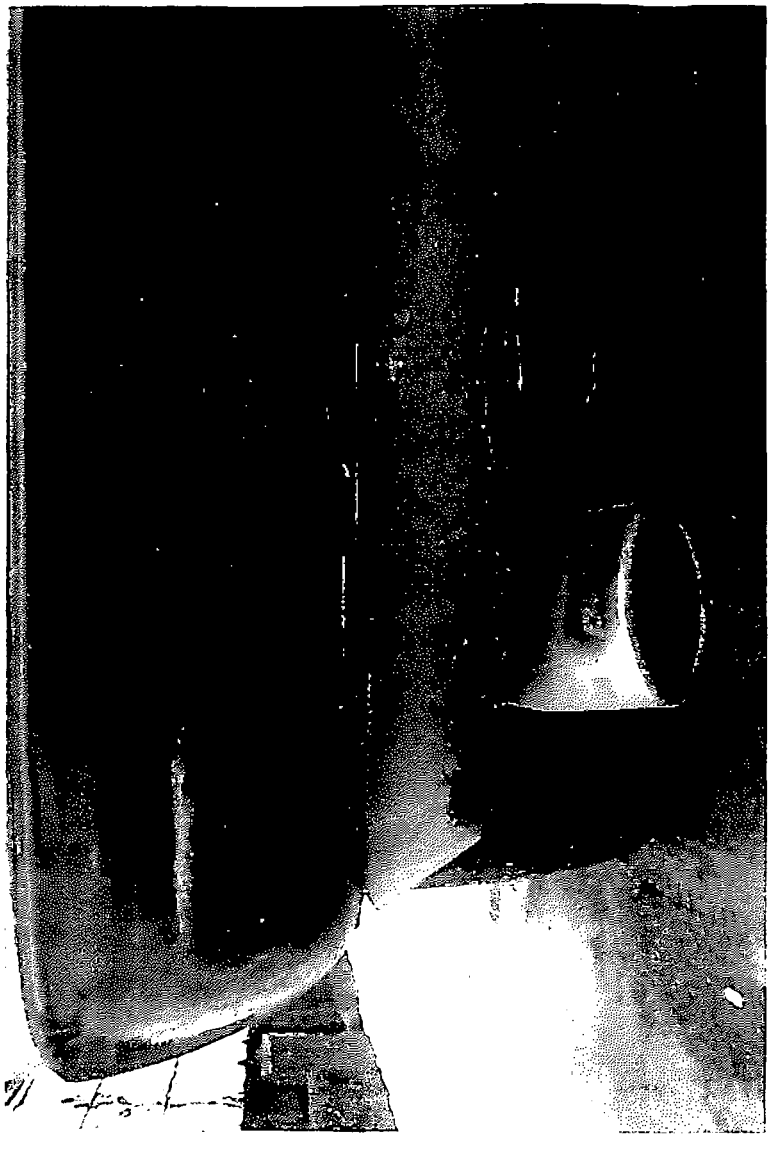
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM. (WISCONSIN STATUTES 943.395)

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 $ 16.79 **.**

SIGNED: Jerry L Finger **DATE:** 3 11 13

ADDRESS: 1334 Geele Ave.
Sheboygan, WI 53083





VII

R. C. No. ____ - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred to whom was referred R. O. No. 302-12-13 by the City Clerk submitting a claim from Coca Cola Refreshments for alleged damages to their vehicle when they were traveling on a City street and struck a loose manhole cover and lost control of the vehicle and ended up in someone's yard; recommends that the claim be paid in the amount of $2,644.79.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

10.3

R. O. No. 302 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a claim from Coca Cola Refreshments for alleged damages to their vehicle when they were traveling on a City street and struck a loose manhole cover and lost control of the vehicle and ended up in someone's yard.

Finance
pay claim
$2,644.79

Susan Richards
City Clerk

DATE RECEIVED 3-15-13 RECEIVED BY LS Schraeder

CLAIM NO. 35-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Coca Cola Refreshments
2. Home address of Claimant: PO Box 14670 Lexington, KY 40512
3. Home phone number: B- (515) 327-4846
4. Business address and phone number of Claimant: SAA
5. When did damage or injury occur? (date, time of day) 10/09/12 2:30 pm
6. Where did damage or injury occur? (give full description) Lake Shore Drive & Polk Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) Coca Cola Vehicle was traveling down street (Lakeshore) when he struck a loose manhole cover & lost control of the vehicle. Coke vehicle came to rest in residence yard.
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: Manhole Cover was loose causing accident - Dept of Public Works was working on it earlier that day.

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

RPW Owner - James Horschlch

SCANNED TO:ATTY"S OFFICE, JIM AMODEO, CHIEF DOMAGALSKI, JOE TRUBLOOD, LAURIE SUHRKE

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

Damages to Coca Cola Unit totaling $ 2644.79 - Supports included w/ claim form

11. Name and address of any other person injured: No injuries

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

Auto:	$ 2644.79
Property:	$ Resident
Personal injury:	$ None
Other: (Specify below	$
TOTAL	$ 2644.79

Damaged vehicle (if applicable)

Make: Chevy Model: Express Van Year: 2010 Mileage: unknown

Names and addresses of witnesses, doctors and hospitals: PR included

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

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

SIGNATURE OF CLAIMANT Angela Dale DATE 03/12/13

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

Sedgwick administers the claims on behalf of Coca Cola

DATE RECEIVED 3-15-13 RECEIVED BY LS Schneider

CLAIM NO. 35-12

CLAIM

Claimant's Name: Coca Cola Refreshments

Claimant's Address: P.O. Box 14670
Lexington, KY 40512

Claimant's Phone No. 515-327-4946

Auto	$ 2644.79
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ 2644.79

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 $ 2644.79 .

SIGNED Angela Dale DATE: 03/12/13

ADDRESS: SAA - PO Box 14670 Lexington, KY 40512

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

sedgwick

March 13, 2013

City of Sheboygan
City Clerk's Office
828 Center Avenue
Suite 100
Sheboygan, WI 53081

OUR CLAIM #:	30121009557-0001
OUR CLIENT:	Coca Cola Refreshments USA, Inc.
DATE OF LOSS:	10/09/2012
LOSS LOCATION:	Lake Shore Driver and Polk, Sheboygan, WI

Dear Linda Shroeder~

We are the third party administrators for Coca Cola Refreshments USA, Inc. Our investigation shows that the City of Sheboygan is at fault for our loss as the Department of Public Works employee failed to secure a manhole cover that was being worked on earlier in the day.

As such, this will serve as our subrogation notice for reimbursement of the expenses as a result of the above loss. Our total lien amount for repairs to our damaged fence totals $2644.79.

Please forward your check in the amount of **$2644.79** made PAYABLE TO:
Sedgwick CMS a/s/o Coca Cola Refreshments USA, Inc PO BOX 14670 LEXINGTON, KY 40512-4670. PLEASE BE SURE TO INCLUDE OUR CLAIM NUMBER 30121009557-0001 ON YOUR DRAFT.

If you have any questions or need additional information please contact me at 515-327-4846.

Sincerely,

Angie Dale

Angie Dale
Recovery Specialist
angela.dale@SedgwickCMS.com
(515)327-4846

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0QXXTM

946-0355

PK2011

POLICE # C12-20161

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: P0QXXTM	Document Override Number:
Agency Accident Number:		Police Number: C12-20161		

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
10/09/2012	1400	01	00	00

12 - County	13 - Municipality	14 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 81 CITY	INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Frnt/Rmp	15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
	LAKESHORE DR				

16 - Ft/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	POLK CT	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
			-

80 - First Harmful Event	93 - Manner of Collision
OTHER OBJECT-- NOT FIXED	NO COLLISION WITH MOTOR VEHICLE IN TRANSPORT

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
FULL CONTROL	STRAIGHT	LEVEL/FLAT	CONCRETE - 1

115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	DRY	CLEAR

9	9	9	9	9
☐ Hit and Run	☒ Government Property	☐ Fire	☒ Photos Taken	☐ Trailer or Towed

9	9	9	9
☐ Truck, Bus, or Hazardous Materials	☐ Load Spillage	☐ Construction Zone	☐ Names Exchanged

101	102	103	79 - E M S Number
☐ Supplemental Reports	☐ Witness Statements	☐ Measurements Taken	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	61 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	OTHER FIXED OBJECT	SOUTH	25

36 - Operating as Classified	37 - Endorsements	35
D CLASS		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	Qtr	State	Name	Middle	Suffix
F432281623790 4		WI	[illegible]	[illegible]	[illegible]

25 - Operator/Pedestrian Last Name	First Name	Middle	Suffix
FIELDS	GARY	A	

32 - Date Of Birth	33 - Sex
10/19/1962	MALE

26 - Address Street & Number	26 - PO Box
716 SPRING AVE	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
SHEBOYGAN	WI	530815838	(920) 458-7713 EXT.

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
GOING-STRAIGHT	NO-CONTROL	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported	
124 - Highway Factors	NOT-APPLICABLE

Vehicle

VEHICLE 01

21 - Unit Type: AUTOMOBILE			Vehicle Type: PASSENGER-CAR		22 - Total Occupants: 1
56 - License Plate Number: 1067367		57 - Plate Type: HTK	58 - State: KS	59 - Vehicle Identification Number: [illegible]	
50 - Year: 2010	51 - Make: CHEV	52 - Model:	53 - Body Style: VN	54 - Color: RED	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage: REAR DRIVER SIDE					
95 - Extent Of Damage: MODERATE	96: ☒ Vehicle Towed Due To Damage		97 - Vehicle Removed By: DEPOT TOWING		
123 - Vehicle Factors: OTHER-DISABLED					

Vehicle Owner

VEH OWNER 01

45: ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
48 - Company Name: COCA COLA ENTERPRISES INC				
47 - Address Street & Number: 9000 MARSHALL DR		47 - PO Box		
48 - City: LENEXA	48 - State: KS	48 - Zip Code: 66216	49 - Telephone Number: (920) 457-2231 EXT.	

Insurance

INS 01

63 - Liability Insurance Company: BEACON-MUTUAL-INDEMNITY-CO-(C/O-BEACON-INS-CO-OF-A	60: ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name
61 - Policy Holder Company: COCA COLA ENTERPRISES INC	

School Bus

BUS 01

Bus Travelling to/from: ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Property

Organization Type: GOVERNMENT	84 - Property Owner Last Name	84 - First Name	84 - Middle Initial	84 - Suffix

PK2011

PROPERTY OWNER 01

84 - Company Name			Government Property Type
CITY OF SHEBOYGAN			COUNTY/MUNICIPAL
85 - Address Street & Number		85 - PO Box	
828 CENTER AVE			
86 - City	88 - State	86 - Zip Code	87 - Telephone Number
SHEBOYGAN	WI	53081	
83 - Government Damage Tag Number			
N/A			

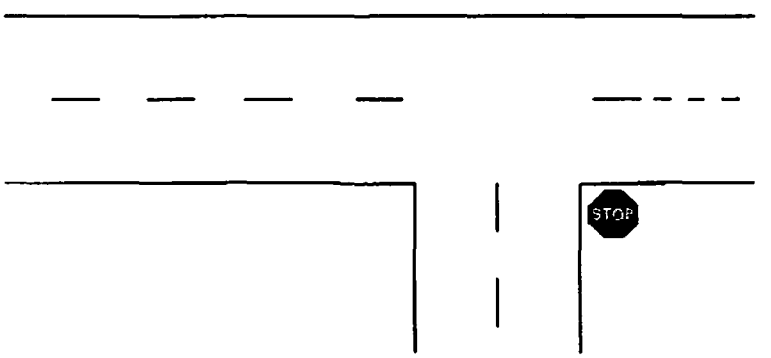
Fixed Objects Struck

82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck
1	OTHER-FIXED-OBJECT		
82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck
82 - Striking Unit	82 - Object Struck	82 - Striking Unit	82 - Object Struck

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY
FICKETT 434



OBJECT STRUCK = ACCESS WATER PIPE - DAMAGE REPORT CARD COMPLETED, DUE TO PD-INTRANET ACCESS NOT WORKING. DRIVER IDENTIFIED BY WI DRIVERS LICENSE. DRIVER STATED WHILE TRAVELING SOUTH BOUND ON LAKESHORE DR HE STRUCK SOMETHING, CAUSING HIM TO LOSE CONTROL OF HIS VEHICLE. IT APPEARS A MANHOLE COVER COMPLETELY DISLODGED ITSELF AFTER THE VEHICLE FRONT DRIVER SIDE TIRE WENT OVER THE COVER, CAUSING THE MANHOLE COVER TO COME OFF. THUS THE VEHICLE REAR RIM/TIRE WENT INTO THE MANHOLE, CAUSING THE TIRE TO DEFLATE, AND THEN THE VEHICLE TO LOSE CONTROL. VEHICLE STOPPED ON A FRONT LAWN OF 2808 LAKESHORE DR. BEFORE DOING SO, THE VEHICLE DROVE OVER AND DAMAGED A WATER UTILITY ACCESS WATER PIPE. SHEBOYGAN DPW WORKER JAMES W HERSCHLEB ARRIVE ON SCENE TO MAKE SURE COVER WAS PROPERLY RE-SECURED AFTER THE ACCIDENT. JAMES STATED HE WAS WORKING IN THE MANHOLE EARLY TODAY AND IS CERTAIN IT WAS PLACED BACK PROPERLY BEFORE HE LEFT. VEHICLE TOWED DUE TO DAMAGE, NO-ONE INJURED. I, OFFICER FICKETT, DROVE PAST THIS LOCATION 5 MINUTES PRIOR TO THE ACCIDENT, AND DID OBSERVE THE MANHOLE COVER IN PLACE AT THAT TIME. EOR-434

Officer Information

PK2011

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
FICKETT	DUSTIN		434

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

128 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3333 EXT.

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
10/09/2012	1400	1400	10/09/2012

Agency Accident Number	Police Number	19 - Special Study
	C12-20161	

18 - Agency Space
MAN-HOLE COVER DISLODGED

Yes, you already paid this one.

HERUY TRUCK & AUTO BODY, LLC

N7459 Hwy 42 • Sheboygan, WI 53083

RECEIVED NOV 0 6 2012

Service Invoice

Date	Invoice #
10/29/2012	7323

TRS ACC SHEB 11/2/12

RJ

Bill To

Coca-Cola Enterprises Midwest
Travis Steinert
1837 North Ave
Sheboygan, WI 53083

Unit Number	P.O. No.	Terms	Year	Model	Make	VIN Number
10M623668		Net 15	2010	Express Van	Chevrolet	1GC2GTBG1A1145902

WISC10771 Description	Qty	Rate	Amount
Repair and refinish outer wheelhouse panel left hand side Repair and refinish lower in front and behind rear wheel side panel left hand side Re-align rear body to frame			
Labor Body and Refinishing	27.9	56.00	1,562.40T
Paint & Materials		143.00	143.00T
Supplies		20.00	20.00T
Removal of waste		4.00	4.00T
RUST PROOFING PER OZ	12	0.75	9.00T
Mud Skirt Drive Reatiner GM	2	0.21	0.42T

Unit# 10M623668
Mileage
Rep Class 1
R.F.R. 32
Tag Size 4
In Date & Time 9/24/12
Out Date & Time
System Code 09
Work Acc 13

Finance charges are assessed at a rate of 1.5% per month (APR of 18%) on all balances over 30 days.

				Subtotal	$1,738.82
Sales Tax (5.0%)	$86.94	Payments	$0.00	Total $1,825.76	Balance Due $1,825.76

Fischer's Fleet Service, Inc.

2021 North 18th Street
Sheboygan, WI 53081
(920) 452-4550

Invoice

Date	Invoice #
10/18/2012	45361

Bill To

Coca Cola Bottling Co.
11800 West Bluemound Road
Milwaukee WI
ATTN: Travis Steinert
Fax: 1-262-236-8268

RECEIVED OCT 24 2012

WISC10794

P.O. No.	Terms	Unit #/Odometer	Service Date
	net 10 days	#10M623668	10/10/12

Item	Description	Qty	Rate	Amount
Labor	Labor Charges: Unit# 10M623668, 2010 Chevy Express 2 WD, Mileage: 92813, VIN# 1GCZGTBG1A1143982 Rear axle damage. Removed damaged tire & rim. Removed u-bolts. Removed brakin centre bolt. Installed new center bolt. Pulled axle forward. Installed new u-bolts.	5	60.00	300.00T
Tow Charge	Depot Tow Charge	1	34.00	34.00T
Bolt	11547 Center bolt	1	3.25	3.25T
Lockwasher	5962 Lockwasher	1	0.30	0.30T
Washer	4963 Washer	1	0.35	0.35T
Nuts	2016 Nuts	1	0.30	0.30T
Parts	360-05195 Wheel	1	75.00	75.00T
U-Bolts	58020 U-Bolts	4	13.76	55.04T
Nuts	58DN Nuts	8	0.77	6.16T
Washer	58TW Washer	8	0.39	3.12T
Parts	LT245-75R16 Tire, mount, balance & valve stem	1	260.00	260.00T
Alignment/Rear	Rear Alignment with labor	1	60.00	60.00T
Freight	Freight	1	13.00	13.00T
Supplies	Miscellaneous Job Supplies	1	8.51	8.51T

*Please pay from invoice. *All claims & returned goods Must be accompanied by this bill.

Subtotal	$819.03
Sales Tax (5.0%)	$40.95
Total	$859.98
Payments/Credits	$0.00
Balance Due	$859.98

UNIT# 10M623668
Mileage
Rep Class 1
RFR 32
Rep Site 4
In Date & Time 10/10/12 6AM
Out Date & Time
System Code 09
Work Acc 3

TRS ACCIDENT SHEB 10/23/12

PAID

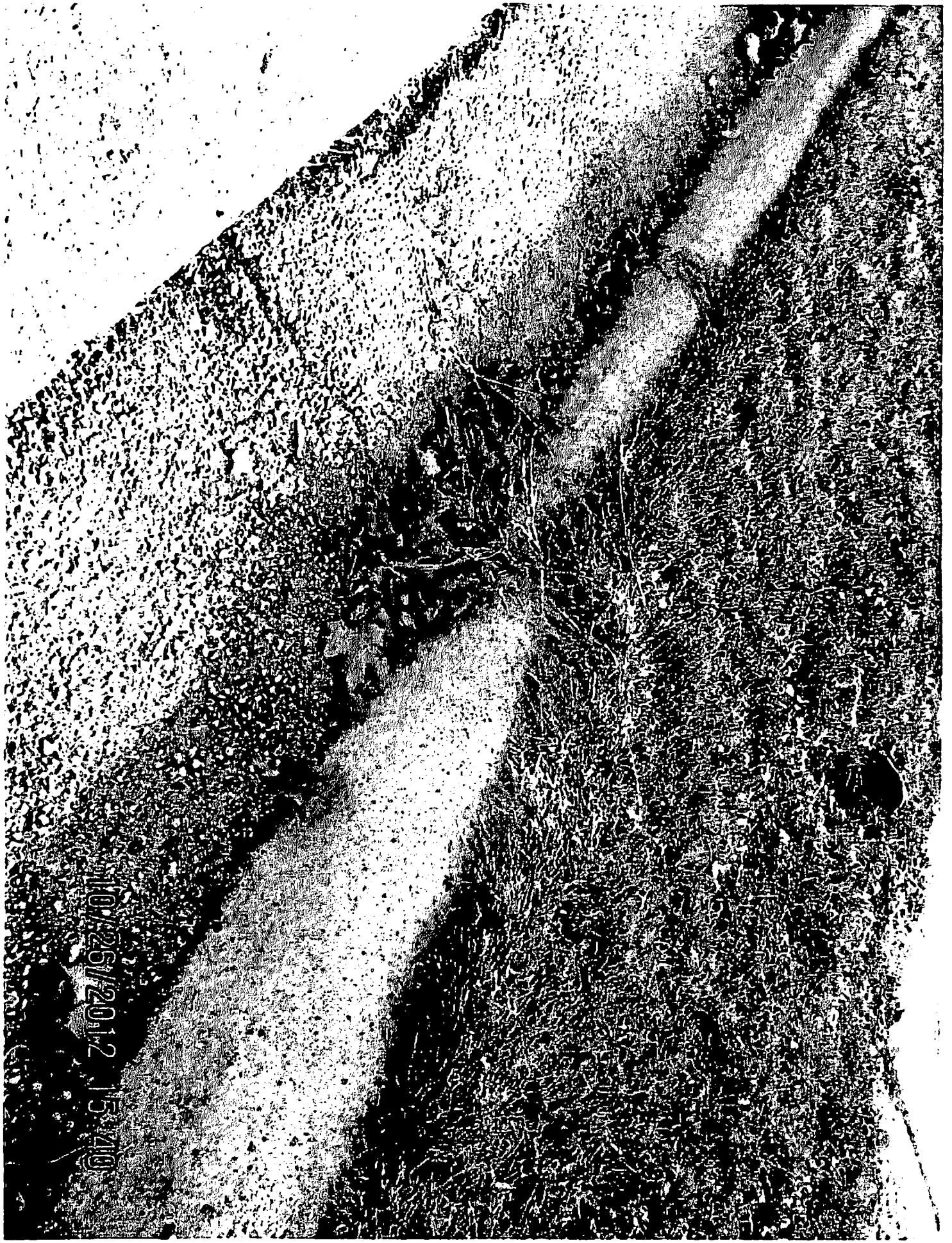
Coca-Cola




10/26/2012 15:39


10/26/2012 15:39


10/29/2012 15:39


10/25/2012 15:40



12/27/2012 301210095570001 6020121227003406 .



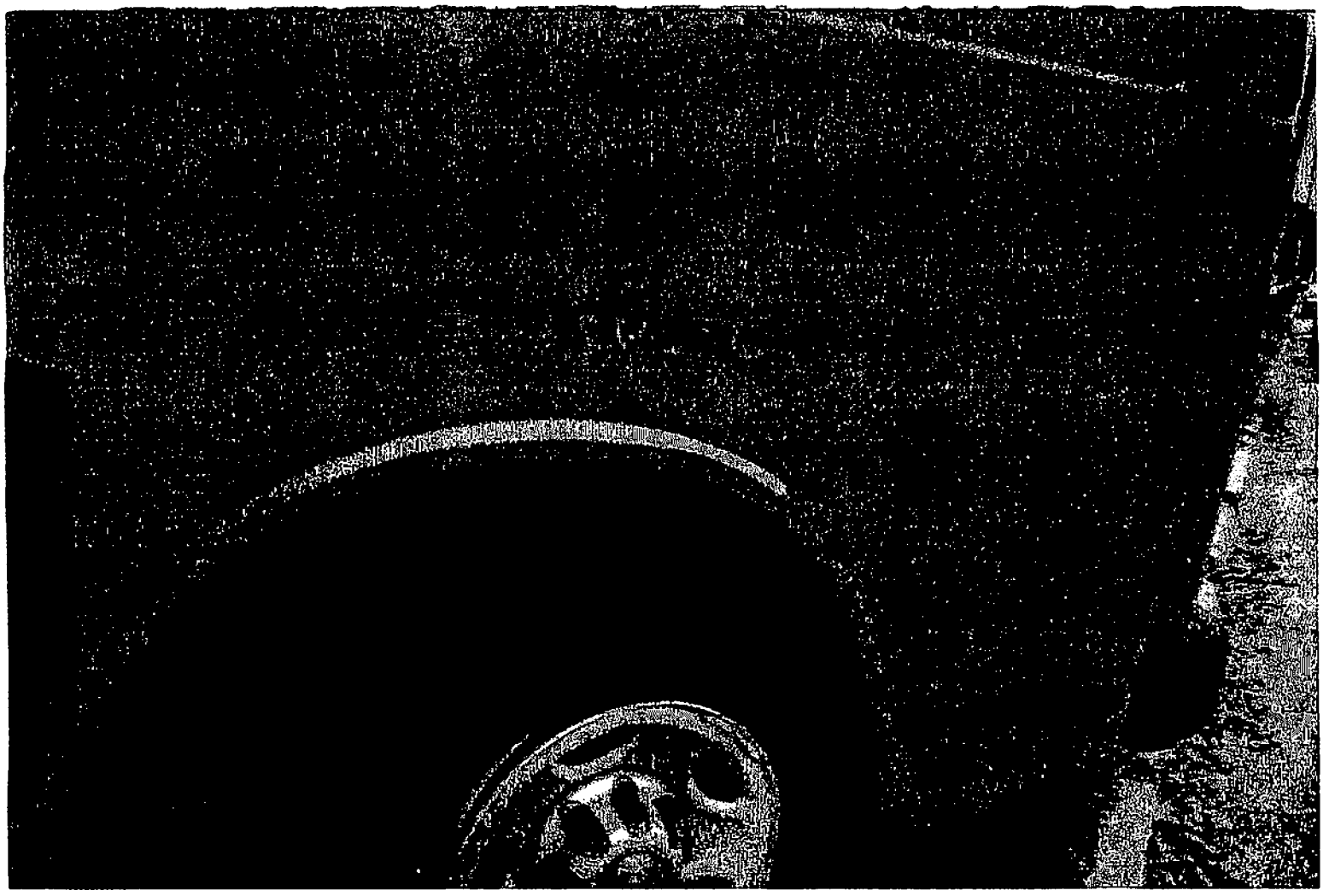
12/27/2012 301210095570001 6020121227003406 .



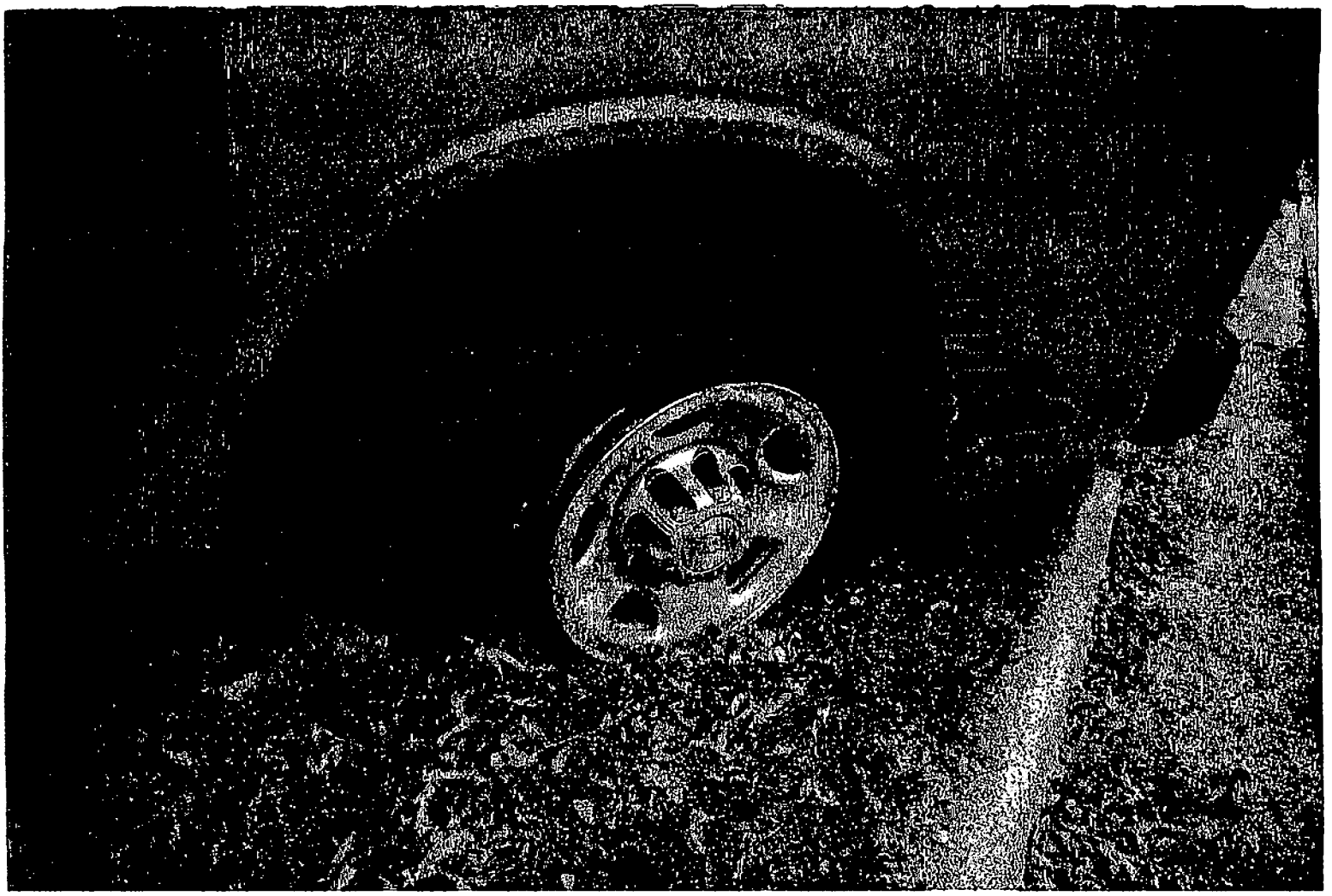
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12/27/2012 301210095570001 6020121227003406 .



12/27/2012 301210095570001 6020121227003406 .



12/27/2012 301210095570001 6020121227003406 .

(2) as well as private homes

Landlords should know that as part of their rental properties & enforce it! So it would not be an invasion of privacy it would just be a common courtesy of every citizen —

1517-1517A So. 14 to none just one doesn't shovel their walks & NEVER should count for car parking —

LAZY is the word!

Mary Bemke
1507 So 14

3/2/13

Mayor & Council -

One good ordinance to pass to clear our City streets for snow plowers & City strut markers in Sheboygan

All of the people who have an alley & room for 3 or 4 or even 1 or 2 cars should have to clean out these parking areas & get multiple of Cars off the streets

(934)
you have to be
afraid to report
them for fear of
retaliation of
some sort —

Mary Bemke

RECEIVED
MAR - 4 2013
MAYOR'S OFFICE
SHEBOYGAN, WISCONSIN

3/2/13



PJ3

Ms. Mary Bermke

Another thing
is a person who
revamps a whole
house inside on his
own only gets a
permit for the
roof — no permits
were ever pulled
except for roof

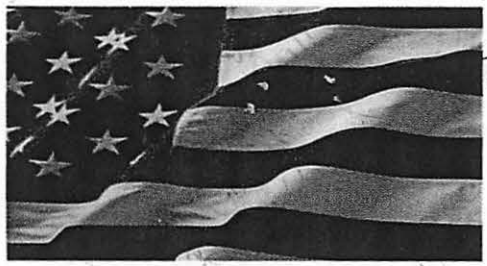
Support Our Troops
Remember Our Veterans

Y064726

2

This landlord
wont ~~pay~~ foot the
bill - he is
another Mallin
Gary/mike
school
landlords
& he gets by
with his so
called "rep airs"?
One nail or screw
& it passed as OK

C



3/4/13

Ms. Mary Bermke

an added note -
1517-1517A So 14
City hol to come
out & dump 2 or
3 "cat" tractor
loads of salt on
these walks - we
the taxpayers pay
for it - I'm sure

Support Our Troops
Remember Our Veterans

Y064726

(2) as well as private homes

Landlords should know that as part of their rental properties & enforce it! As it would not be an invasion of privacy it would just be a common courtesy of every Citizen —

1519 - 1517 A St. 14

to name just one

doesn't shovel their walks & NEVER should count for car Parking —

LAZY is the word!

Mary Bemke
1507 A St 14

3/2/13

Mayor & Council -

One good ordinance to pass to clear our streets for snow plowers & City street workers in Sheboygan

All of the people who have an alley & room for 3 or 4 or even 10 or 2 cars should have to clean out these parking areas & get multiples of cars off the streets



II

4.7

R. O. No. 306 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a communication from Mary Bermke addressing several concerns regarding getting cars off of the street during a snow storm to allow Public Works to plow and checking when people renovate the insides of their homes and don't get any permits.

PP+S
&
P.W.

Susan Richards
City Clerk

(2)

Could have these hydrants marked.

Keep our City Fireman, police & drug units - they are important - cut Council & mayor members if necessary!

We need our police, fire & drugs now more then ever due to the riff raff coming into Sheboygan & bringing their drugs with them. No, I'm not being racial or anything, it is just a fact!

I do = If your Council & mayor would walk more around the city streets & alleys they would really see our city is deteriating!!! Good exercise & its better then paying $ at the YMCA - just think of the fresh air you could benefit from & see our City as it is really deteriating!! yes, it does get reported but the landlords dont keep track of their ? tenants upkeep of property!! Maybe its time to start re-making landlords licenses for rentals? I out to 13-14 between Georgia ave. & Broadway

Bemke, Mary
1507 to 1414 4th St. & all the "surprises in the back yards & alleys

(2) 3-1-13

could have these hydrants marked.

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Bemke, Mary & see the "surprises in the back
1507 to 14 45 86 224 yards & alley

4586224

Mrs. Mary Bermke
1507 S 14th St.
Sheboygan, WI 53081-5255

3-1-2013

Common Council & Mayor of Sheboygan

First off = let me Commend the City of Sheboygans fire dept. I called at 5 PM on 2/28/13 & within a 1/2 hr they came & & located & dug out from the snowbanks a fire hydrant on So 14th & Clara. I had used an ice chopper & poked & poked in the snow but could not locate the hydrant. Because I would have shoveled it out as I have done many times before - the resident living there is 20 years younger then I [redacted] am! (83½) The fire inspector was a very nice gentleman & I did call this AM to thank him & his Crew.

2nd = Why can't Sheboygan do as a lot of other areas I have noticed who mark their hydrants with a red rod w flexible, with a hydrant logo or something to denote a hydrant

I was told #1 - insufficient funds & some people consider it an "eyesore"?! Yet these same people would be the first to complain if they had to wait a 1/2 hr or less for the firemen had to find & dig out the hydrant -

These are the same people who don't mind their yards, sidewalks & street are strewn with their trash & garbage - I know, I go out & pick it up by the bags! because I take pride in the neighborhood

If wasteful spending was discontinued we



II

4.6

R. O. No. 305 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a communication from Mary Bermke stating that the fire hydrants should be marked with a red, flexible flag and is concerned about the streets and alleys regarding how they are deteriorating.

PP+S
&
PW.
file

Susan Richards
City Clerk

What Is Narcotic Maintenance?

Narcotic maintenance is an accepted medical treatment for opiate dependence. It is regulated by State and Federal agencies.

Methadone is a synthetic opiate administered orally on a daily basis. Craving and withdrawal are suppressed for at least 24 hours. After stabilization on a fixed dose, methadone doesn't produce the rush or high associated with opiate abuse. The duration of action is much longer than other opiates.

Why is Narcotic Maintenance Such a Controversial Treatment?

Stigma. The truth is, decades of treatment experience and research have proven narcotic maintenance to be the safest and most effective treatment for opiate addiction. (Institute of Medicine [1990], Treating drug Problems, Vol. 1.)

There Are Minimal Side Effects

Methadone is generally well tolerated. Side effects are usually mild and easily managed.

Treatment Philosophy

Opiate dependence is a chronic progressive illness which affects an individual physically, emotionally, socially and psychologically. Goals of the qAM narcotic maintenance program are:

- Relieve craving and eliminate drug use;
- Improve life functioning - employment, family relationships, physical and emotional health;
- Recovery from all other substances of abuse.

We take pride in offering high quality narcotic maintenance within the confidential environment of a private medical practice.

Accredited and Licensed By:

Wisconsin Dept. of Health and Human Services

United States Drug Enforcement Administration/DEA

Center for Substance Abuse Treatment/CSAT

Substance Abuse and Mental Health Services Administration/ SAMHSA

Council On Accreditation/COA

qAM

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qAM

TREATMENT SERVICES

Medical

- Initial intake history and physical exam.
- Prescribe and dispense methadone.
- Treatment plan review.
- Appropriate health counseling.
- Yearly physical exam.
- Urine drug testing.
- Comfortable detox.

Counseling

- Psychosocial assessment.
- Treatment planning and review.
- Individual Counseling
- Family Education

MEDICAL STAFF:

Michael S. Goldstone, M.D.
Medical Director

Charles J. Engel, M.D.
Medical Director

Physicians Certified by American Society of Addiction Medicine -ASAM

Waukesha
(262) 549-6600

West Milwaukee
(414) 672-3801

Racine
(262) 598-1392

Green Bay
(920) 337-6740

Madison
(608) 250-2512

Beloit
(608) 361-7200

Sheboygan
(920) 458-6527

Quality Addiction Management

qAM

- Private - Low Cost
- Physician Directed
- Methadone
- Convenient
- Confidential

Website: qam-inc.com

Community/Professional Education Available Upon Request

qAM
QUALITY ADDICTION MANAGEMENT

METHADONE AND BREASTFEEDING

During your pregnancy, you will most likely consider the possibility of breastfeeding your newborn. Concerns about potential benefits and safety are common. You may receive differing advice about breastfeeding since the medical thinking on this topic has changed over time. This information sheet is intended to inform you of the current consensus of medical opinion on this subject as it relates to methadone.

To appreciate the impact of breastfeeding it is important to understand Neonatal Abstinence Syndrome (NAS). Neonatal Abstinence Syndrome is essentially opioid withdrawal in a newborn. If you have been maintained with methadone during your pregnancy, your physician and other medical staff will monitor your child for the possible development of NAS. Should NAS occur, the baby's physician will want to continue to observe, and may treat, the infant with medication. Studies have suggested that breastfed infants have lower NAS scores (less withdrawal) and are likely to be discharged earlier from the hospital than non-breastfed infants treated with medication.

From 1983 through 2001, the medical community believed that methadone-maintained mothers could only breastfeed if the mother was receiving no more than 20mg. of methadone per day. In September of 2001, the American Academy of Pediatrics removed the dose restriction.

The barrier for methadone-maintained mothers to breastfeed no longer exists; **It is a personal decision to be made by the mother.**

Reference: Philipp BL, Merewood A, O'Brian S. Methadone and Breastfeeding: New Horizons. Pediatrics 2003; 111; 1429-1430

© qAM

Revised 1/7/11

Experience indicates that the slower the rate of withdrawal, with periodic rest stops, the chances of a successful completion of withdrawal and maintaining a drug free life are increased. The entire process may take a year or more, depending on each individual's progress through the withdrawal process.

The decision to withdraw from methadone maintenance is highly individualized. Premature withdrawal is associated with a high rate of return to narcotic use. One should *never* withdraw solely because someone else is requesting that they do so. While withdrawing, close contact should be continued with your counselor and physician at the clinic. Fears, anxieties, as well as old and new feelings, will occur. Share these feelings and any concerns with the clinic staff. Once withdrawal is complete, stay in contact with the clinic, as the first few months after withdrawal completion can be the toughest with regards to resisting the temptation to use an illicit opiate once again.

Remember that withdrawal is part of the process of recovery and if you don't make it the first time, don't lose hope. Re-stabilize and try again at the appropriate time.

©qAM

Revised 1/7/11

qAM
QUALITY ADDICTION MANAGEMENT

METHADONE WITHDRAWAL

"Nobody ever gets off methadone." This is a familiar complaint, even though it is not true. At least 50% of all patients decrease their doses over the course of a year, and 10-20% withdraw completely from methadone each year.

The decision to withdraw from methadone is a very personal one and involves physical, psychological and social changes. It ***should not*** become an ordeal.

Detoxification or "detox" refers to the process of rapidly eliminating a drug or toxic substance from the body. In reference to methadone, detoxification is a 14-21 day process, wherein the physical and emotional discomfort is maximized. *"Cold turkey"* is the most rapid form of detoxification. An *"FDA detox"* is a 21-day withdrawal from opiates, using decreasing doses of methadone, which is required by law for those patients who have been addicted for less than 12 months (and probably to smaller amounts of opiates) from long-term exposure to methadone maintenance.

Withdrawal is the correct term for any other longer process of eliminating a drug from the body. If it takes a patient longer than 21 days to come off of an opiate, the process is withdrawal, not detoxification. Withdrawal is a general process of discontinuing the administration or use of a drug. It consists of gradual decreases in dose. The discomfort and physical and emotional symptoms can be *minimized* by making decreases in dose small and appropriately spaced. This is to help the body adjust to each change completely and adapt to the smaller amount of drug in the body.

The severity of withdrawal symptoms depends on the amount of drug to which an individual is tolerant or physically dependent, the length of time that the individual has been addicted and the rate of withdrawal.

During the process of withdrawal, the general rule of thumb is "the slower the better." The slower the process, the better chance the body has of adjusting to the lower dose and the idea is to make the process as comfortable and painless as possible. In general, your methadone dose should not be decreased by more than 3-5 percent of your dose per week. For most patients, this is a decrease of no more than 2-5 mgs per week. In may even be better to allow 10-14 days between decreases. Towards the end of the withdrawal period, the dose may be decreased by as little as 1-2mgs every two weeks. It is also a good idea to "stop and re-stabilize" each time you reach a halfway point for a period of two to four weeks (e.g. if the stabilization dose is initially 50 mgs, one should restabilize at 25 mgs, then at 13 mgs, then 7 mgs).

OVER

qAM
QUALITY ADDICTION MANAGEMENT

METHADONE INDUCTION FACT SHEET

The induction phase of methadone treatment consists of adjusting the initial dose to reach a level of tolerance. This therapeutic level results in elimination of cravings and withdrawal symptoms, as well as a blocking of the euphoric efforts of other opiates. Methadone does **not** block the intoxication effects of alcohol or other sedatives (Valium, Xanax, Klonopin, etc.) or stimulants (cocaine, methamphetamine, etc.). Alcohol and other sedatives must be avoided during methadone treatment unless medically necessary. The majority of deaths associated with methadone are the result of the use of sedatives, including alcohol, with methadone. These deaths typically occur in the first 3-10 days of treatment. The clinic must be aware of all medications being taken, including herbal supplements, as there can be dangerous interactions.

The pharmacological properties of methadone are similar to other opioids. When ingested orally, methadone is released slowly into the blood stream allowing for once daily dosing. The initial dose of methadone is based on state guidelines and clinical judgment. Even if the dose is held constant, blood levels of methadone increase over 5-7 days until a "steady state" is reached. Therefore, at times, the dose will be held constant until the blood level stabilizes and the patient can be reevaluated.

Dose increases are made or denied based on: 1) how the patient is feeling, 2) how the patient looks physically, 3) laboratory data (if necessary), and 4) clinical judgment. The physician then reviews this information. Necessary increases are made as rapidly as is safely possible. All patients should be aware of signs and symptoms of methadone toxicity (nodding, feeling intoxicated, double vision, slow/shallow breathing). If these symptoms are experienced, seek medical assistance immediately.

Each person is unique in the dosage that is required to achieve a level of tolerance. There is not a direct correlation with the severity of withdrawal symptoms and the amount of methadone that will be required. Open and honest lines of communication between the patient and staff will shorten the duration and ease the process.

Points to remember:

Initial dose starts low and is increased as rapidly as is safely possible.
Deaths are often attributed to the combination of methadone and sedatives.
Methadone dose increases take 5-7 days to reach stable level in the blood stream.

Waukesha ▪ West Milwaukee ▪ Racine ▪ Green Bay ▪ Madison ▪ Beloit ▪ Sheboygan

© qAM

Revised 1/6/11

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

The petition of the undersigned residents of the City of Sheboygan respectfully represents: That your petitioners are residents of said city, and that each of them resides at the address written below after their names.

AND they petition your honorable body to Remove the Q.A.M. (Quality Addiction Management) Clinic from the Greater Sheboygan Area.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
[signature]	1105 Bluff Ave 920-400-0443	3/13/13
Marc Ehler	2023 N 8th	3/15/15

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

The petition of the undersigned residents of the City of Sheboygan respectfully represents: That your petitioners are residents of said city, and that each of them resides at the address written below after their names.

AND they petition your honorable body to Remove the Q.A.M. (Quality Addiction Management) Clinic from the Greater Sheboygan Area.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
	324 Geele Ave	3/12/13
Dianna J. Balsteri	2234A S. 14th St.	3/12/13
	1905 N. 2ND ST.	3/12/13
	1633 Humboldt Ave	3/13/13
	2522 N 9th St	3/13/13
Donna Siebert	3423 Shiloh Rd	3/13/13
	3220 N 13th	3/13/13
	1358 West Washington	3/13/13
	NON Resident	3/13/13
	718 WILSON AVE.	3/13/13
	1429 N. 28th St.	3/13/13
	4315 Liberty Court	3/13/13
Charlotte Bauscan	2528 C Camelot Blvd	3/13/13
Jamie Dietrich	427 Bluff Ave	3/13/13

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

The petition of the undersigned residents of the City of Sheboygan respectfully represents: That your petitioners are residents of said city, and that each of them resides at the address written below after their names.

AND they petition your honorable body to Remove the Q.A.M. (Quality Addiction Management) Clinic from the Greater Sheboygan Area.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
	1722 N 11 St Sheboygan WI	03-8-13
	2832 Carmen Ave. Apt. 6H Sheboygan, WI	03-9-13
	428 Ontario Ave. Sheboygan, WI	3-9-13
	1225 Erie Ave Sheboygan	3-9-13
	1617A N11th St. Sheboygan WI 53081	3-9-13
Lee Powers	1014A Huron Ave 53081 Sheboygan WI	3-9-13
	2412 S7th St. Sheboygan WI 53081	3-11-13
	1020 Huron Ave Sheboygan, WI 53081	3-11-13
	1011 Bluff Ave Sheboygan WI	3/12/13
Anna Linse	1609 North Brd Street Sheboy.	3/12/13
	2831 S. 16TH ST 53081	3/12/13
Kim Moser	W2593 Woodland Rd.	3/12/13
	6278 Dogwood Lane	3/12/13

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

The petition of the undersigned residents of the City of Sheboygan respectfully represents: That your petitioners are residents of said city, and that each of them resides at the address written below after their names.

AND they petition your honorable body to Remove the Q.A.M. (Quality Addiction Management) Clinic from the Greater Sheboygan Area.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
	1540 N. 19th St.	3/6/13
Jessica Engstrom	1540 N. 19th Sheboygan	3/6/13
	2332 Carmen Ave Apt 6H	3/6/13
	111 Fratney Pl.	3/12/13
	724 N. Evans	3-12-13
	217 Monroe Falls	3-12-13
	Glenbeulah, WI	3-12-13
	1543 N 26, Sheboygan, WI	3.12.13
	640 Dartmouth Dr Shbo Falls	3-12-13
	2534 Lakeshore Dr	3-12-13
	1732 N. 13	3-17-13
	2434 Camelot Blvd.	3/12/13
	Allen 4th St	3/12/13

SIGN LEGIBLY IN INK, SIGNATURE, ADDRESS AND DATE OF SIGNING

PETITION

To the Mayor and Common Council of the City of Sheboygan:

The petition of the undersigned residents of the City of Sheboygan respectfully represents: That your petitioners are residents of said city, and that each of them resides at the address written below after their names.

AND they petition your honorable body to Remove the Q.A.M. (Quality Addiction Management) Clinic from the Greater Sheboygan Area.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Jennifer J. Popp	2040A N. 13th St.	3-6-13
Wendy Voeltz	546 Sunset Maple	3-6-13
Robin Roerdink	316 MICHIGAN AVE	3/6/13
Jan Schoening	316 Michigan Ave	3/6/13
KARL Kempainen	1909 Broadway Ave	3-8-13
Angela Herman	1909 Broadway Ave	3-8-13
Douglas Fauchald	1121A N. 10th St	3-11-13
Dan Meyer	1430 VIRGINIA AVE	3-11-13
Susan Wolfgram	2332 Carmen AVE	3-11-13
Jesse Wolfgram	2332 Carmen Ave	3-11-13
Tonya D. Reimer	2412 S 7th St	3-11-13
[illegible]	2123 S. 8th St	3-11-13
Alan Reimer	336 Superior Avenue, Sheboygan, WI	3-11-13

this clinic is bringing addicts from the surronding area to Sheboygan that would normaly go to Milwaukee or Green Bay, they dose [redacted] morphine, Oxycoton and Herion addicts from the hours of 5:30 Am to 9:00 Am, these are the hour my children are on the street waiting for thier bus to go to school, the biggest problem with people taking Methodone is they pass out at the wheel of thier car. The most recent accident happened in Madison. A person recieved thier ~~#~~ dose passed out while driving, drove down a bike path and hit a tree. I am not going to wait for a "smoking gun". I want to remove this clinic and get all the addicts from Sheboygan and the surrounding areas back to Milwaukee or Green Bay for treatment. Im not saying addicts cant or sould not be treated. Im simply asking no, begging please do not treat them in our city which I still have hope for, SHEBOYGAN. Dad S

MAR 14 '13 PM 4:22

David Sommer 452 2980

To City of Sheboygan

My name is David Sommer, I did not plan or writing a letter so excuse my grammer and spelling.

I personally gathered signatures on this petition; "Remove the Q.A.M. (Quality Addiction Management) Clinic from the Greater Sheboygan Area" from the dates 3-6-13 to 3-13-13 I got over 50 signatures, I work from 6 am to 2:30 so I did not have much time. The citizens are unaware that a Methadone clinic is in sheboygan, when they hear about it they are concerned, thier voice must be heard as well. There is a clinic in six other citys already Waukesha (262) 549-6600
West Milwaukee (414) 672-3801
Racine (262) 598-1392
Green Bay (920) 337-6740
Madison (608) 250-2512
Beloit (608) 361-7200
If there is one in Milwaukee and Green Bay why do we need one in Sheboygan? My reason [redacted] for being concerned is that

II

4.5

R. O. No. 304 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a communication and a petition from David Sommer et al., requesting that the Quality Addiction Management Clinic be removed from the Greater Sheboygan Area.

PPS
file

Susan Richards
City Clerk

VII

R. C. No. ____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. April 3, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 304-12-13 by the City Clerk submitting a communication and a petition from David Sommer et al., requesting that the Quality Addiction Management Clinic be removed from the Greater Sheboygan Area;

2. R. O. No. 305-12-13 by the City Clerk submitting a communication from Mary Bermke stating that the fire hydrants should be marked with a red, flexible flag and is concerned about the streets and alleys regarding how they are deteriorating; and

3. R. O. No. 306-12-13 by the City Clerk submitting a communication from Mary Bermke addressing several concerns regarding cars parking on streets during snow storms and people not getting permits to renovate the inside of their homes;

recommends that the documents be placed on file.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ___ - 12 - 13. By PUBLIC WORKS. April 3, 2013.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 305-12-13 by the City Clerk submitting a communication from Mary Bermke stating that fire hydrants should be marked with red flags and is concerned about the streets and alleys regarding how they are deteriorating; and

2. A copy of R. O. No. 306-12-13 by the City Clerk submitting a communication from Mary Bermke addressing several concerns regarding getting cars off the street during a snow storm to allow Public Works to plow and checking when people renovate the insides of their homes and don't get any permits;

recommends that the documents be placed on file.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.6

R. O. No. 305 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a communication from Mary Bermke stating that the fire hydrants should be marked with a red, flexible flag and is concerned about the streets and alleys regarding how they are deteriorating.

PP+S
*
PW.

Susan Richards
City Clerk

4586224

Mrs. Mary Bernke
1507 S 14th St.
Sheboygan, WI 53081-5255

3-1-2013

Common Council & Mayor of Sheboygan

First off = let me commend the City of Sheboygans fire dept. I called at 5 PM on 2/28/13 & within a 1/2 hr they came & located & dug out from the snowbanks a fire hydrant on So 14th & Clara. I had used an ice chopper & poked & poked in the snow but could not locate the hydrant. Because I would have shoveled it out as I have done many times before - the resident living there is 20 years young than I ~~am~~ am! (83½) The fire inspector was a very nice gentleman & I did call this AM to thank him & his Crew.

2nd = Why can't Sheboygan do as a lot of other areas I have noticed who mark their hydrants with a red rod or flexible, with a hydrant logo or something to denote a hydra I was told #1 - insufficient funds & some people consider it an "eyesore"?! yet these same people would be the first to complain if they had to wait a 1/2 hr or less for the firem had to find & dig out the hydrant -

These are the same people who don't mind their yards, sidewalks & street are strewn with their trash & garbage - I know, I go out & pick it up by the bags! Because I take pride in the neighborhood

If wasteful spending was discontinued &

Could have these hydrants marked.
Keep our City Fireman, police &
Civic workers they are important - cut
Council & mayor members if necessary!
We need our police, fire & drugs
more then ever due to the riff raff
coming into Sheboygan & bringing their drugs
with them. No, I'm not being racial
or anything, it is just a fact!

I Idea = If your Council & mayor would
walk more around the City streets +
alleys they would really see our City
is deteriating!!! Good exercise + its better
then paying $ at the YMCA - just
think of the fresh air you could benefit
from + see our City as it is really
deteriating!! yes, it does get reported
but the landlords don't keep track of
their ? Tenants upkeep of property!! Maybe its
time to start re-making land lords licenses
for rentals? Out to 13-14 between
Georgia ave. + Broadway
Bennett, Mary & see the "surprises in the dark
1507 Lo 14 4501 N 9th Ave alley

II

4.7

R. O. No. 306 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a communication from Mary Bermke addressing several concerns regarding getting cars off of the street during a snow storm to allow Public Works to plow and checking when people renovate the insides of their homes and don't get any permits.

PP+S
P.W.
file

Susan Richards
City Clerk

3/2/13

Mayor & Council -

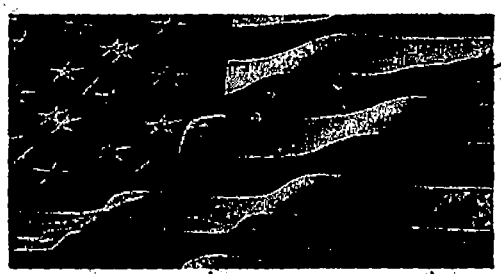
One good ordinance to pass to clear our City streets for snow planers & street cleaners in Sheboygan

All of the people who have an alley & room for 3 or 4 or even 10 or 2 Cars should have to clean out these parking areas & get multiples of Cars off the streets

(2) as well as private homes
Landlords should
know that as part of
their rental agreements
& enforce it! So it
would not be an
invasion of privacy it
would just be a
common courtesy of
every citizen —
1517-1517 A So. 14
to some just one
doesn't shovel their walks
& NEVER should count
for car parking —
LAZY is the word!

Mary Bemke
1507 So 14

C



3/4/13

Ms. Mary Bermke

an added note -
1517-1517A & 14
City hall to come
out & dump 2 or
3 "cat" tractor
loads of salt on
these walks - are
the taxpayers pay
for it - I'm sure

Support Our Troops
Remember Our Veterans

Y064726

2

This landlord
wont ~~fix~~ float the
bill - he is
another Malibu
Gary/Mike
School
landlords
& he gets by
with his so
called "egg airs"

One nail or screw
& it passed as OK

3/2/13



195

Ms. Mary Bermke

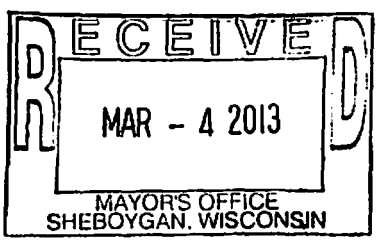
Another thing
is a person who
revamps a whole
house inside on his
but only gets a
permit for the
roof — no permits
were ever pulled
except [illegible] roof

Support Our Troops
Remember Our Veterans

Y064726

(24)
you have to be
afraid to report
them for fear of
retaliation of
some sort —

Mary Bemke



VI

R. C. No. ___ - 12 - 13. By PUBLIC WORKS. April 3, 2013.

Your Committee to whom was referred R. O. No. 307-12-13 by the City Clerk submitting a communication from Mike Miller of EOS Outdoor requesting permission to have rentals of stand-up paddleboards and kayaks at North Beach in Sheboygan; recommends that the Report of Officer be accepted and placed on file and to approve the request.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

10.2

R. O. No. 307 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a communication from Mike Miller of EOS Outdoor requesting permission to have rentals of stand up paddleboards and kayaks at North Beach in Sheboygan.

Pub Wks approve

Susan Richards
City Clerk

PADDLE
SURF
EXPLORE

EOS Outdoor
3347 Kohler Memorial Dr.
Sheboygan, WI 53081
920-208-7873

Greetings, my name is Mike Miller, the owner of EOS Outdoor. I'm writing you today to ask of the possibility of expanding our rentals of sup's (stand up paddleboards) and kayaks at North Beach in Sheboygan.

EOS has been located on South Pier for the past five years and consisted of a retail shop and a rental dock. After our lease was up in August, we decided to close our retail store due to lack of year round traffic. We will still maintain a seasonal dock on South Pier providing bike, kayak and sup rentals.

Since closing, our intention was to expand our rental sites to north beach. We would plan on having a mobile rental van and trailer to pull up to the beach and provide rentals. I was informed that someone has asked to do something similar right by the water.

(Six years ago when I approached the city to do our rental at EOS, it was not allowed on the It was my knowledge that when approaching the city to do our rentals at EOS over six years ago that this was not allowed on the beaches in Sheboygan. We then invested over four thousand dollars in a floating dock and had to rent space on the river for the past five seasons.
Our intentions are not to deter anyone else or corner the market in kayak and sup rentals, but have a fair chance to show how far we've come and where we plan on going with our newest venture.

- We are an established business with my two stores Revolution -1998 and Eos 2007 Employ locally eight employees with a love and understanding of the lake.
- EOS Sup n' Surf event June 22, 2013. This is a part of a midwest race series of nine throughout the midwest in which is our second year. EOS plans on having the race at North Beach this year, last year was at South Beach. This is a tourism draw bringing over 80 racers most from out of town and we plan on tripling the race and spectator draw this year.
- EOS is a sponsor of the Dairyland Surf Classic every year for the past ten years plus.

Our rental business.

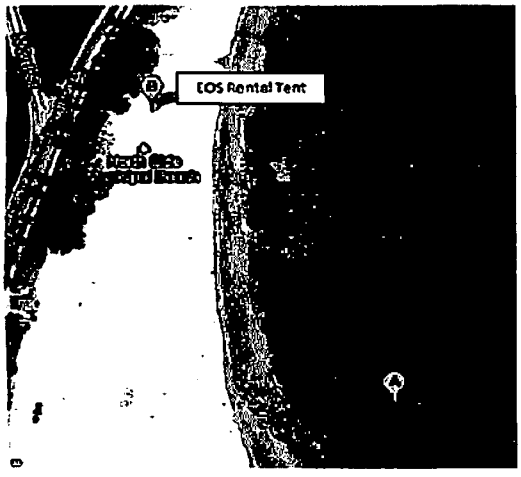
- We have carried the required insurance for the past five years, require all renters to be 18 or

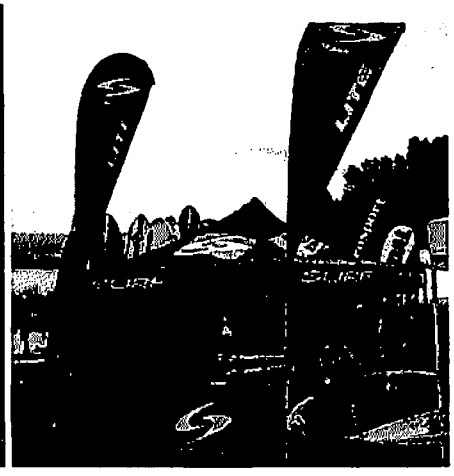
older or with an adult, and sign liability waivers with proper ID.

- We promote fun and healthy outdoor experience with the highest intent for safety going incident free since we opened.
- Eos' two of our three rental employees are former life gaurds, cpr trained and are avid Sup,kayak,surfers and all around waterman. They understand the lake and like myself, grew up here doing all of these sports that we do rentals in. We have have info for all emergency contacts Coast Guard, police, city and adhere to all their rules and regulations.
- All rentals are given a PFD and given instruction when requested.
- We make sure all renters are aware of lake conditions, wind and temperatures. We will restrict rentals to certain beginners, people under 18, and anyone unaware of hazards when the lake has adverse conditions.
- All information for renting, lake conditions, and tourism info will be on our revamped website by mid May.
- All Kayaks that will be allowed on Lake Michigan will be "sit on top", meaning they are closed, sealed bow constructions and are non sinkable. Sit in type will used for guided tours or more experienced boaters.
- All Sups and surfboards will sent out with leashes for extra security.
- We are offering advanced lessons in kayak, Sup, and surfing. We will be also offering guided tours this season.

Our mobile rentals will consist of two vehicles and two trailers with our markings and logo's with all of the required licenses. These will transport and store all of our rentals from the rental spot when not in use. We have a temporary easy up tent for our rental stand that will be put up and removed from operating hours of the beach. An employee will attend the stand always when rentals are out. Below are pics of our van, trailers and tent that we will be using.

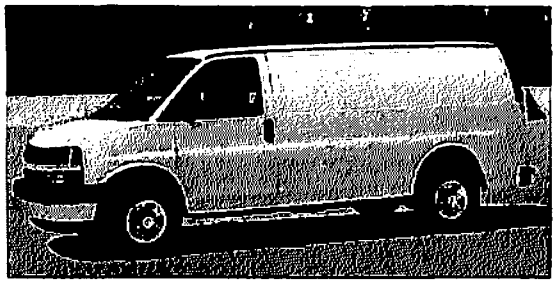
I thank you again for reviewing this and if have any questions please don't hesitate to call me 920-208-7873.
Thanks, Mike Miller

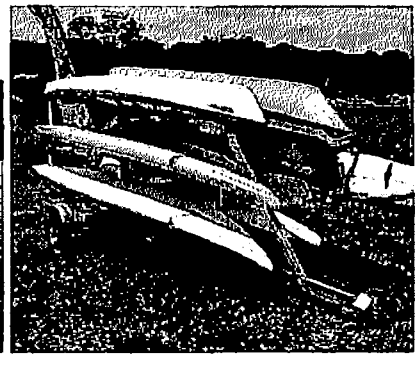




Location at North Beach
North of Beach house away from swimmers
and crowds. Van will temporary pull up on the road near there.

Easy up tent, will be removed at the end of every day.





Van will contain smaller boards and boats
Will have EOS logo and art depicting Sheboygan.

Trailer with kayaks, Sups and surfboards.

EOS Sup n' Surf Race 2012





VII

R. C. No. ___ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 287-12-13 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 contingent upon correcting his application and with a warning to include all violations on future applications:

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9890	Steward, Adam M.	N6971 Highview Dr.

_____ _____

_____ _____

_____ _____

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

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name	Address
9903	Charles, Steven A.	3509 Cimarron Ct., Manitowoc

_____ _____

_____ _____

_____ _____

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. ___ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

CHANGE OF PREMISE

No.	Name	Address
2584	Guadalajara	1129 S. 8th St. - two-day event to be held 5/4/13 to 5/5/13 to include Current premise and area north of building and the west parking lot.
2726	JMKAC be	608 New York Ave. - one-day events to held 5/18; 6/22; 6/29; 7/6; 7/13; 7/27; 7/28; 9/1; 10/25; 11/29 to include the current premise and all outdoor grounds and all lawn on N, E, S & W side of the building.
2943	Superior Bar & Grill be North	2607 Superior Ave. - one-day events to held 4/6/13 & 4/20/13 to include the current premise & the parking lot on side of Building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
8012	Aschenbach Jr., Mark L.	3308 Geele Ave.
9905	Bradford, Jessica D.	2103 S. 9th St.
9902	Brandl, Stephanie A.	1617 Mehrtens Ave.
9896	Brion, Ryan M.	542 Golden Oak, Sheboygan Falls
9899	Dowell, Patrick R.	620 S. 8th St.
6240	Fenn, Jerry F.	2310 Broadway
9901	Hartwig, Jonathan A.	W6679 Hwy 144, Random Lake
9904	Heitzmann, Mary A.	2206 Sunflower Ave.
9906	Kuester, Joshua C.	3515 N. 10th St.
9897	Lawrence, Timothy F.	1128 Indian Mound Rd.
9898	Seipel, Andrew W.	2412 Camelot Blvd.

VIII

R. C. No. ___ - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred Res. No. 163-12-13 by Alderperson Hammond authorizing the Chief Administrative Officer to enter into contract for data modeling of real property data in the Assessor's Office; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.4

Res. No. 163 12 - 13. By Alderperson Hammond. March 18, 2013.

A RESOLUTION authorizing the Chief Administrative Officer to enter into contract for data modeling of real property data in the Assessor's Office.

WHEREAS, the City has implemented Market Drive software in the Assessor's office, and

WHEREAS, the City is required by the Wisconsin Department of Revenue to complete a revaluation of properties, and

WHEREAS, Grota Appraisals LLC has agreed to perform everything required to be performed, and to complete in a professional manner everything required to be completed to comply with Wisconsin State Statutes regarding the Data Modeling of Real Property.

NOW THEREFORE BE IT RESOLVED: That the Chief Administrative Officer is hereby authorized to enter into contract with Grota Appraisals LLC for Data Modeling at a cost not to exceed $25,600.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from the City Assessor's professional services Account No. 10116100-521900 in payment thereof.

Juanita approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. ____ - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred Res. No. 165-12-13 by Alderperson Hammond authorizing the appropriate City Officials to terminate the license agreement with Morrelle Transfer, Inc.; recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

10.5

Res. No. 165 - 12 - 13. By Alderperson Hammond. March 18, 2013.

A RESOLUTION authorizing the appropriate City officials to terminate the license agreement with Morrelle Transfer, Inc.

RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to send a 30-Day Notice of Termination of the License Agreement with Morrelle Transfer, Inc. dated January 17, 1990 to revoke the license granted for loading of trucks from railroad cars upon the spur track located within the following premises: The north 100 feet of Lot 5, Sheboygan Industrial Park No. 1, City of Sheboygan, County of Sheboygan, State of Wisconsin.

Finance approved

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

15.* Coordinates the preparation of the City's annual budgets.

16.* Coordinates with Data Processing the computer applications as they apply to the accounting and financial requirements of the City.

17.* Maintains and controls the chart of accounts for the general ledger including all appropriations and revenues in all funds and cost centers.

*Essential Functions

Minimum Qualifications:

1. Considerable knowledge of modern municipal accounting principles and practice and financial management.

2. Considerable knowledge of interdepartmental activities, ordinances, and Council proceedings.

3. Considerable knowledge of budget preparation, control, and auditing.

4. Working knowledge of data processing systems.

5. Considerable ability to plan, organize, and supervise the work of staff employees in an efficient and economical manner.

6. Ability to establish and maintain effective working and public relationships.

7. Considerable ability to organize and conduct technical research work.

8. Graduation from an accredited college with a major in accounting.

9. Five years of progressively responsible experience in accounting, plus supervisory experience.

CITY OF SHEBOYGAN

Assistant Finance Manager/Treasurer **Code** B06031D
Grade 13

Reports to: Finance Manager/Treasurer | Department: Finance

Classification: Exempt | Division: Non-Represented

Date: March 4, 2013 to CC | Approved:

Under general direction of the Finance Manager/Treasurer, assists in supervising and participating in the maintaining of an effective central accounting system for the City, including pre-audit and other financial controls. Supervises accounting, taxrolls, payrolls, accounts payables and receivables, participates in the preparation of the City budget, and performs related work. Requires independent judgment, discretion, and initiative.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1.* Supervises and participates in maintaining the City's accounting and financial records, accounts payables and receivables, taxroll, payroll, fixed assets, etc.

2.* Authorized to perform all the duties of the Finance Manager/Treasurer when that official is not available.

3.* Plans, assigns, trains, and effectively supervises personnel including the Accountant, Bookkeeper, Account Clerks, and Cashiers.

4.* Develops new and revised office and accounting procedures to improve the efficiency and effectiveness of the department, subject to approval of the Finance Director/Treasurer.

5.* Assists in preparation and review of departmental budgets and oversees budget controls.

6.* Researches and implements changes as the result of State or Federal regulations pertaining to municipal finance, i.e., Federal Revenue Sharing, Levy Limits, Department of Revenue reports, indebtedness, taxation, etc.

7.* Prepares difficult financial and other reports for the City system and outside agencies as required.

8.* Prepares information requested by the Committee on Finance, Salaries and Grievances, and others as requested.

9.* Supervises the opening and closing procedures of the financial system, and is the internal auditor of journal entries, financial statements, treasury cash flow and cash management reports, payroll records, accounts payable, etc.

10.* Responsible for grant administration including file maintenance, pre-audit inspection and final audit.

11.* Administers wastewater accounting including cost allocation and development of sewer user charges.

12.* Assists in the collection of subrogation payments from third party workers compensation and liability costs.

13.* Coordinates the tax collection function including balancing special assessments, preparing the tax roll, preparing the tax bills and balancing the tax roll to settle with the County.

14.* Coordinates the annual audit of the City's financial statements.

- Ability to make recommendations and provide leadership, advice and counsel to the Mayor, the Common Council, administrative leadership, department heads/managers, staff and committees.
- Areas of Knowledge to include:
  - Strategic and financial planning
  - Team building
  - Information technology
  - Wisconsin Statutes
  - Thorough knowledge of generally accepted governmental accounting principles.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret complex documents. Ability to respond effectively to sensitive inquiries or complaints. Ability to write documents and presentations, using original or innovative techniques or style, to convey complex information in a format that can be easily understood. Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level.

MATHEMATICAL SKILLS:
Ability to prepare forecasts, calculate and understand various ratios, and perform analytical procedures.

REASONING ABILITY:
Ability to define problems, collect data, establish facts, analyze information, and draw valid conclusions or reasonable forecasts.

PRE-EMPLOYMENT:
Job offers for this position are contingent upon the individual passing a pre-employment drug screen.

WORK ENVIRONMENT/PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk. The employee must regularly lift and/or move up to 10 pounds.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

11.* Supervises the City's purchasing program which provides centralized services to most City departments.

12* Attend meetings, council sessions, and other public events/meetings as directed by the Chief Administrative Officer or requested by the Common Council.

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees; planning, assigning and directing work, appraising performance and rewarding and disciplining direct reports; addressing complaints and resolving problems.

Hiring/Promotion Clarification of Process: This individual recommends to the Chief Administrative Officer and Common Council, the appointment, promotion and termination of all employees in the Finance Department in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for implementing employee evaluations of all employees in the Finance Department. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Bachelor's Degree required in accounting and/or financial management from an accredited college or university. An advanced degree such as an MBA or Certified Public Accountant license is preferred. Position requires at least ten years of professional work experience with a minimum of five years functioning in a leadership position. Experience in both the public and private sector is preferred.
Required Knowledge, Skills and Abilities:

- Extensive ability in government budgeting and financial administration.
- Considerable ability to establish and maintain effective working relationship with various units and sub-units of government, municipal officials, municipal employees and the general public.
- Experience in strategic and financial planning.
- Comprehensive knowledge of general office management methods and use of standard and automated office equipment and software.
- Able to effectively interpret and administer laws and regulations affecting municipal government.

CITY OF SHEBOYGAN

Finance Manager/Treasurer **Code A06003D**
Grade 14

Reports to:	Chief Administrator Officer	Department:	Finance
Classification:	Exempt	Division:	Non-Represented
Date:	March 4, 2013 to CC	Passed:	

Nature of Work:

Reporting to and directed by the Chief Administrative Officer, this position is also subject to legislative direction by the Common Council. Directs all activities of the Finance and Treasury Department; is responsible for municipal fiscal planning and controls by providing financial statements, analytical reports, cost studies, budgetary controls, and related managerial information; invests City funds; and performs related work.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1.* Develops and executes policies, rules, and regulations to improve the efficiency and effectiveness of the department.

2.* Develops and recommends to the Chief Administrative Officer and the Finance Committee fiscal and accounting policies and practices that will ascertain, maintain, and continually improve the City's financial position.

3.* Plans, assigns, and supervises the work of departmental employees so as to maintain an effective and efficient department.

4.* Develops and manages the annual operating and capital budgets for submission to the Chief Administrative Officer and Common Council and develops budgetary controls.

5.* Directs the planning and maintenance of schedules for all accounting, investments, and related reports in accordance with municipal requirements.

6.* Supervises the opening and closing procedures of the financial system, audits and examines the financial operations of City departments, and coordinates the financial audits to be conducted through contract.

7.* Develops and recommends an insurance program for the adequate protection of the City's properties, funds, securities, and other municipal exposure to liability, and insures that the City is properly reimbursed when losses arise.

8.* Invests City funds at the most advantageous rates and conditions, and gives advice relating to municipal bond issues.

9.* Is responsible for training and development of departmental personnel, develops and prescribes work methods and procedures to be followed by employees of the department.

10.* Performs all duties of Finance Director/Treasurer Comptroller as prescribed by Wisconsin Statutes and City ordinances.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

Cory Roesler

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

7.2

Gen. Ord. No. 54 - 12 - 13. By Alderperson Roeseler. March 4, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add various positions to the Finance Department Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A.5. Department of Finance as follows:

Class Title	Job Code	Class Grade	NO. of Employees
A. CITY HALL DEPARTMENTS			
5. Department of Finance			
Add:			
Finance Manager/Treasurer	A06003D	14	1
a. Accounting Division			
Assistant Finance Manager/Treas.	B06031D	13	1

Section 2. The new job descriptions for the Finance Manager/Treasurer and Assistant Finance Manager/Treasurer is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance.

5+6

14.* May assist in the coordination of the annual audit of the City's financial statements.

15.* May assist in the coordination of the preparation of the City's annual budgets.

16.* Coordinates with Data Processing the computer applications as they apply to the accounting and financial requirements of the City.

17.* Maintains and participates in the control of the chart of accounts for the general ledger including all appropriations and revenues in all funds and cost centers.

*Essential Functions

Minimum Qualifications:

1. Considerable knowledge of modern municipal accounting principles and practice and financial management.

2. Considerable knowledge of interdepartmental activities, ordinances, and Council proceedings.

3. Considerable knowledge of budget preparation, control, and auditing.

4. Working knowledge of data processing systems.

5. Considerable ability to plan, organize, and supervise the work of staff employees in an efficient and economical manner.

6. Ability to establish and maintain effective working and public relationships.

7. Considerable ability to organize and conduct technical research work.

8. Graduation from an accredited college with a major in accounting.

9. Five years of progressively revsponsible experience in accounting, plus supervisory experience.

CITY OF SHEBOYGAN

Comptroller / Treasurer **Code**
Grade 13

Reports to: Finance Manager/Treasurer		Department:	Finance
Classification: Exempt		Division:	Non-Represented
Date:	March 25, 2013	Approved:	S & G

Under general direction of the Finance Manager/Treasurer, performs senior level accounting functions for multiple locations. As needed, assists in supervising and participating in the maintaining of an effective central accounting system for the City, including pre-audit and other financial controls. In the absence of the Finance manager / Treasurer, may supervise accounting, taxrolls, payrolls, accounts payables and receivables, participates in the preparation of the City budget, and performs related work. Requires independent judgment, discretion, and initiative.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1.* Supervises and participates in maintaining the City's accounting and financial records, accounts payables and receivables, taxroll, payroll, fixed assets, etc.

2.* Authorized to perform all the duties of the Finance Manager/Treasurer when that official is not available.

3.* Plans, assigns, trains, and effectively supervises personnel including the Accountant, Bookkeeper, Account Clerks, and Cashiers.

4.* Develops new and revised office and accounting procedures to improve the efficiency and effectiveness of the department, subject to approval of the Finance Director/Treasurer.

5.* Assists in preparation and review of departmental budgets and oversees budget controls.

6.* Researches and implements changes as the result of State or Federal regulations pertaining to municipal finance, i.e., Federal Revenue Sharing, Levy Limits, Department of Revenue reports, indebtedness, taxation, etc.

7.* Prepares difficult financial and other reports for the City system and outside agencies as required.

8.* Prepares information requested by the Committee on Finance, Salaries and Grievances, and others as requested.

9.* Supervises the opening and closing procedures of the financial system, and is the internal auditor of journal entries, financial statements, treasury cash flow and cash management reports, payroll records, accounts payable, etc.

10.* Responsible for grant administration including file maintenance, pre-audit inspection and final audit.

11.* Administers wastewater accounting including cost allocation and development of sewer user charges.

12.* Assists in the collection of subrogation payments from third party workers compensation and liability costs.

13.* May assist in the coordination of the tax collection function including balancing special assessments, preparing the tax roll, preparing the tax bills and balancing the tax roll to settle with the County.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

_____

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

Subs. Of Gen. Ord. No. 54 - 12 - 13. By Alderperson Roeseler.
April 3, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add various positions to the Finance Department Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A.5. Department of Finance as follows:

Class Title	Job Code	Class Grade	NO. of Employees
A. CITY HALL DEPARTMENTS			
5. Department of Finance			
Add:			
Finance Manager/Treasurer	A06003D	14	1
a. Accounting Division			
Comptroller/Treasurer		13	1

Section 2. The new job descriptions for the Finance Manager/Treasurer and Comptroller/Treasurer is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance .

IX

R. C. No. ____ - 12 - 13. By SALARIES AND GRIEVANCES. April 3, 2013.

Your Committee to whom was referred Gen. Ord. No. 54-12-13 by Alderperson Roeseler amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add various positions to the Finance Department Table of Organization; recommends that the attached Substitute Ordinance be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



Proposed PEACE GARDEN

A joint community initiative by
People of Peace & Veterans for Peace

We envision the project as one to be accomplished in stages. For Stage One we would ask your permission to take responsibility for a plot extending in an arch 100 feet from the corner of Third and Michigan. A rough diagram is enclosed. If possible, we would like to begin our work there this spring.

Please feel free to contact Barbara Hill with any questions.

Sincerely,

Barbara Hill

Rev. Barbara Ryon Hill
People of Peace
920-453-9525

Tom

Tom Contrestan
Veterans for Peace

People ☮f Peace

VETERANS FOR PEACE

March 27, 2013

Dear Mayor VanAkkeren and Members of the Common Council:

We represent two organizations dedicated to building a culture of peace in our community. We have conducted a number of peaceful projects here including yearly presence at Earth Fest, educational sessions, and the annual Peace Concert.

Last November we met at the Peace Pole in the grassy triangle bordered by Michigan Avenue, Broughton Drive, and Third Street for a beautiful Armistice Day Service. We realized at that time that few people in Sheboygan knew that the Peace Pole existed or paid any attention to it.

We would like to develop a Peace Garden in this area for the following reasons:

- To call attention to the Peace Pole and its presence in our community.
- To provide an attractive place for people to rest and reflect on the need for peace in our community and throughout the world.
- To enhance and reflect Sheboygan's value of peace.

The Peace Pole, which reads "May Peace Prevail on Earth " in 16 languages, was installed in 2005 at the urging of Sheboygan citizen Larry McDonald and with the approval of the Common Council. We would like to honor Larry and enhance our community by going the next step. We are prepared to:

- Develop a design for an attractive garden
- Provide and install the plantings
- Provide and place two or three garden benches in the area
- Maintain the area over the years

II

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

Submitting a communication from Rev. Barbara Ryon Hill, People of Peace, and Tom Contrestan, Veterans for Peace, requesting permission to develop a Peace Garden in the grassy triangle bordered by Michigan Avenue, Broughton Drive and 3rd St. that currently has the "Peace Pole".

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

II

R. O. No. ____ - 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.

Susan Richards

City Clerk

R. O. No. _____ - 11- 12. By BUILDING INSPECTION DEPARTMENT.
April 3, 2013

We hereby submit the report of the Building Inspection Department for the month of: FEBRUARY 2013.

Building/Heating Inspector

CASH RECEIPTS

	January 2013	*January 2012*
Contractors Licenses	4,400.00	*10,585.00*
Building Permits	6,035.80	*13,130.00*
Projecting Sign Fees	0.00	*0.00*
Electrical Permit Fees	8,355.00	*6,685.00*
Heating Permit Fees	2,480.00	*3,710.00*
Sales Tax	1.09	*.90*
Plumbing Permit Fees	1,288.00	*1,864.00*
Sewer Permit Fees	0.00	*.00*
Occupancy Permit Fees	750.00	*150.00*
Board of Appeals	0.00	*0.00*
Misc. General Revenue	24.41	*38.10*
Plan Examining Fees	700.00	*1,300.00*
Code Books	0.00	*0.00*
State Stamps	0.00	*0.00*
Rooming House Permit Fees	260.00	*0.00*
Erosion Control Fees	0.00	*0.00*
Penalty Fees	930.00	*41,175.00*
Cash Over, Short or Refund	7.00-	*45.00-*
Contractors Escrow	1,316.00-	*484.00-*
Weight & Measure license	6,925.00	5,393.00
Clearwater Inspection Fees	4,720.00	*960.00*
TOTAL:	**35,546.30**	***84,462.00***

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS **2013**	**2012**	COST OF CONSTRUCTION **2013**	**2012**	FEES **2013**	**2012**
ONE-FAMILY RESIDENCE						
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS						
NEW COMMERCIAL						
NEW MISC -NON RES.						
STORAGE BLDG -RES.		*1*		*1,600.00*		*50.00*
STORAGE BLDG - NON-RES						
ALT & ADD'NS -RES.	42	*54*	305,430.00	*492,099.00*	3,685.80	*5,550.00*
ALT & ADD'NS - NON-RES	9	*9*	93,469.00	*909,900.00*	1,070.00	*6,680.00*
WRECKING	1	*1*	1,000.00	*650.00*	50.00	*50.00*
MOVING						
SIGNS	11	7	54,774.00	*21,425.00*	980.00	*700.00*
FENCES/POOLS/DECKS/DRIVEWAYS		*1*		*4,100.00*		*50.00*
TANKS						
MISCELLANEOUS	4	*1*			250.00	*50.00*
TOTALS	67	*74*	454,673.00	*1,429,774.00*	6,035.80	*13,130.00*
PERMIT TYPES	***#OF PERMITS***					
ELECTRICAL	57	*32*	243,951.40	*244,275.00*	8,355.00	*6,685.00*
HEATING	46	*45*	150,103.00	*188,717.25*	2,480.00	*3,710.00*

PLUMBING	25	*26*			1,288.00	*1,864.00*
SEWER						
TOTALS	128	*103*	394,054.40	*432,992.25*	12,123.00	*12,259.00*
GRAND TOTALS OF THE ABOVE	**195**	***177***	**848,727.40**	***1,862,766.25***	**18,158.80**	***25,389.00***

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
FEBRUARY 2013

PREPARED BY: T. HERMANN

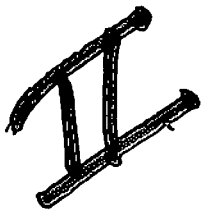
CASH RECEPITS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	$4,455.00	$2,920.00
Building Permits	$7,160.00	$8,587.60
Projecting Sign Fees		
Electrical Permit Fees	$2,230.00	$3,070.00
Heating Permit Fees	$2,695.00	$3,555.00
Sales Tax	$7.73	$35.65
Plumbing Permit Fees	$1,060.00	$2,086.00
Sewer Permit Fees		
Occupancy Permit Fees	$300.00	$300.00
Board of Appeals	$500.00	$150.00
Misc. General Revenue	$166.20	$728.22
Plan Examining Fees	$1,100.00	$1,300.00
Code Books		
State Stamps		
Rooming House Permits		
Erosion Control Fees		
Penalty Fees	$56.00	$2,968.00
Cash Over, Short or Refund	($690.00)	($50.00)
Contractors Escrow	($2,371.05)	($249.00)
Weights & Measure License	$1,952.00	$248.00
Clearwater Inspection Fees	$2,960.00	$1,440.00
GRAND TOTALS OF THE ABOVE:	**$21,580.88**	**$27,089.47**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial						
New Misc - Non Residential						
Storage Bldgs - Residential						
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	56	59	$ 379,701.35	$ 498,679.00	$ 4,930.00	$ 5,199.60
Alterations & Add'ns - Commercial	7	5	$ 138,600.00	$ 155,561.00	$ 1,480.00	$ 1,610.00
Wrecking		3		$ 37,750.00		$ 723.00
Moving						
Signs	6	7	$ 26,988.00	$ 38,843.00	$ 700.00	$ 700.00
Fences/Pools/Decks/Driveways		7		$ 19,160.00		$ 305.00
Tanks						
Miscellaneous	1	1			$ 50.00	$ 50.00
TOTALS	**70**	**82**	**$ 545,289.35**	**$ 749,993.00**	**$ 7,160.00**	**$ 8,587.60**
PERMIT TYPES						
Electrical	19	22	$ 54,175.00	$ 84,085.00	$ 2,230.00	$ 3,070.00
Heating	50	36	$ 170,414.00	$ 189,544.70	$ 2,695.00	$ 3,555.00
Plumbing	20	42			$ 1,060.00	$ 2,086.00
Sewer						
TOTALS	89	100	$ 224,589.00	$ 273,629.70	$ 5,985.00	$ 8,711.00
GRAND TOTALS OF THE ABOVE:	**159**	**182**	**$769,878.35**	**$1,023,622.70**	**$13,145.00**	**$17,298.60**

BUILDING INSPECTION DEPT

REPORT FOR FEBRUARY 2013

PREPARED BY : T. HERMANN.



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

Submitting a communication from Jason Rogge requesting a waiver to the Sex Offender Residency restrictions in order to live at 1021 N. 8th St.

City Clerk

MAR 22 '13 AM 8:29

3-20-13

To Whom This Concerns:

My name is Jason Rogge and I am requesting a waiver to the sexual offender residency restrictions. I would like to move into an apartment at 1021 North 8th Street. Sheboygan, Wi. 53081. Thank You for your time.

Jason Rogge

Jason Rogge
(920) 918-0819

II.

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

Submitting a communication from Linda Voight of Platinum Communities Golden Harbor regarding an ongoing parking issue in the city-owned alley which they are experiencing at their location at 505 S. Water St.

City Clerk

Platinum COMMUNITIES
Golden Harbor
www.pt-78.com

Dear Common Council Members,

We are writing this letter on the advisement of Mr. Chad Pelishek and the Sheboygan Police Department regarding an ongoing parking issue in the city-owned alley which we are experiencing at Platinum Communities-Golden Harbor, 505 S. Water Street. We are an assisted-living facility. The alley I am referring to abuts our property to the south and runs between S. 9th Street and S. Water Street.

This alley is a narrow thoroughfare as it stands by itself. It becomes nearly impassable when there are parked vehicles of any type. Our concern is obviously the well-being and safety of our residents. When there are vehicles parked in the alley; entry and/or exit by an ambulance, fire/emergency, private/public transport, or trash removal vehicles becomes virtually impossible. We have kindly spoken to or left request notes for vehicle owners asking that they understand our position to not park in the alley. For the most part this works as a temporary solution for a few days until our request is either ignored by some or a different set of vehicles starts parking.

I have spoken with the Police department and corresponded with Mr. Pelishek. Both have recommended starting with this letter and ask that it be passed on to the Public Safety and Protection Committee. Our request is to have "No Parking At Any Time" signage installed in this alley.

Please advise if there is anything additional we need to provide.

Thank you for your time, consideration, and attention to this request.

Sincerely,

Linda K. Voight-Administrator

Kevin J. Wyckoff-Facility Manager

Office (920) 451-6923 • Fax (920) 451-1140
505 S. Water Street • Sheboygan, WI 53081

I

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

Submitting a communication from Robert D. Nytes requesting a waiver from the Sex Offender Residency restrictions in order to live at 2117 N. 10th St.

City Clerk

MAR 20 '18 PM 2:04

This is an application for the porposal of Robert D. Nytes moving from current address to proposed address.

Current address;

1220 SOUTH 10TH st.
Sheboygan, WI 53081
(920) 946-3239 - my Cell #.

Proposed address;

2117 North 10tn st.
Sheboygan, WI 53081

II

R. O. No. ___ - 12 -13. By PURCHASING AGENT. April 3, 2013.

Submitting a cost breakdown for the purchase of one (1) 2013 StarCraft 12 plus 2 Para-transit vehicle.

State of WI Contract Base Bid $64,179.00

Options as required..... $ 4,094.00

License/Title..... $ 74.50

Total Purchase Price $ 68,347.50

Refund of 80% of the total vehicle Cost
After purchase (5309 Program)..... ($ 54,678.00)

Total Local Match (net cost) ..... $ 13,669.50

Respectfully submitted,

Bernard R. Rammer

II

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

Submitting a communication from James D. Turner requesting a waiver from the Sex Offender Residency restrictions in order to live at 1320 N. 16th St.

City Clerk

MAR 28 '13 AM 8:40

Date 3-26-2013

My name is James D Turner.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1320 N 16th St Sheboygan wi.

Signature James D Turner JR

Phone No 920 918-6179

III

5.1

Res. No. 167 - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 100-05-06; AWARDING THE SALE OF $3,000,000 WATER UTILITY REVENUE BONDS, SERIES 2013 AND PROVIDING FOR THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility which is operated for a public purpose as a public utility (within the meaning of Section 66.0621(1)(b) of the Wisconsin Statutes) by the Municipality (hereinafter, the Municipality's water utility shall be referred to as the "System");

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

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes (the "Act") any municipality may, by action of its governing body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving (including renewing and replacing), conducting, controlling, operating and managing a public utility ("Utility Projects") from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees (the "Revenue Bonds");

WHEREAS, the Municipality has heretofore authorized the issuance of up to $3,152,000 Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "Safe Drinking Water Bonds") pursuant to Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004 (the "Safe Drinking Water Bond Resolution");

WHEREAS, pursuant to Resolution No. 100-05-06 adopted by the Common Council of the Municipality (the "Governing Body") on August 15, 2005 (the "Bond Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds"), which 2005 Bonds are payable from revenues of the System on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, pursuant to Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007 (the "2007 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds") (the 2005 Bonds and the 2007 Bonds shall be collectively referred to herein as the "Prior Bonds"), which 2007 Bonds are payable from revenues of the System on a

Hammond/ Carlson Res pass

parity with the 2005 Bonds, and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, Section 11 of the Safe Drinking Water Bond Resolution and Section 9 of the Bond Resolution provide that additional bonds may be issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds upon compliance with certain conditions;

WHEREAS, to the best of the Governing Body's knowledge, information and belief, and in reliance upon the Certificate attached hereto as Exhibit A and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional bonds on a parity with the Safe Drinking Water Bonds and the Prior Bonds;

WHEREAS, pursuant to Resolutions adopted by the Governing Body on December 17, 2012 and March 4, 2013 (collectively, the "Authorizing Resolutions"), the Governing Body has authorized additional water utility revenue bonds designated "Water Utility Revenue Bonds, Series 2013" (the "Bonds") for the purpose of paying or reimbursing the costs of constructing, extending, adding to and improving the Water Utility, including financing wash tank and water main projects (the "Project");

WHEREAS, for the purpose of paying the cost of the Project (including paying legal, financing, engineering and other professional fees in connection therewith and adding funds to the Reserve Account created by the Bond Resolution), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell Revenue Bonds of the Municipality payable solely from the revenues of the System, which Revenue Bonds are to be authorized and issued pursuant to the provisions of the Act on a parity with the Prior Bonds, and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below), which Revenue Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and the Bond Resolution, as amended, and to supplement the Bond Resolution to provide for such issuance and sale of additional Revenue Bonds to pay the cost of the Project;

WHEREAS, other than the Safe Drinking Water Bonds and the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding;

WHEREAS, the Bonds herein authorized shall be Additional Parity Bonds and Parity Bonds within the meaning of the Safe Drinking Water Bond Resolution and the Bond Resolution, respectively;

WHEREAS, the Municipality has adopted the Authorizing Resolutions authorizing the issuance and sale of the Bonds and directing its financial advisor, Wisconsin Public Finance Professionals, LLC, Milwaukee, Wisconsin (the "Financial Advisor"), to prepare and circulate an Official Notice of

Sale (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference) to potential bidders offering the Bonds for public sale on April 3, 2013;

WHEREAS, the City Clerk (in consultation with its Financial Advisor) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 3, 2013;

WHEREAS, the Municipality has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit C and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Municipality. The Financial Advisor has recommended that the Municipality accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit D and incorporated herein by this reference.

NOW, THEREFORE, the Governing Body of the City of Sheboygan, Sheboygan County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Governing Body of the Municipality hereby ratifies and approves the details of the Bonds set forth in Exhibit B attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by the Financial Advisor are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and the Financial Advisor in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Definitions. The definitions in the Bond Resolution, as supplemented by the 2007 Resolution, apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the Bond Resolution, as supplemented by the 2007 Resolution, to "Bonds," "Parity Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein. All references to specific sections in the Bond Resolution, as supplemented by the 2007 Resolution, also apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein.

Section 1C. Restated, Additional and/or Amended Definitions. In addition to and/or in amendment of the terms defined above or in Section 1

above, the following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Bond Registrar" means the City Clerk of the Municipality or such other bond registrar appointed by the Governing Body of the Municipality;

"Bond Resolution" means Resolution No. 100-05-06 adopted by the Governing Body on August 15, 2005;

"Bonds" means the Water Utility Revenue Bonds, Series 2013 of the Municipality dated May 1, 2013, authorized to be issued by this Resolution;

"DTC" or "Depository" means The Depository Trust Company, New York, New York or its nominee or successor which shall act as securities depository for the Bonds;

"Paying Agent" means the City Clerk of the Municipality;

"Prior Bonds" means the 2005 Bonds and 2007 Bonds, collectively;

"Purchaser" means the financial institution listed first on the attached Bid Tabulation;

"Reserve Requirement" means an amount equal to the least of (a) the Reserve Requirement prior to the issuance of the Bonds, plus 10% of the principal amount of the Bonds, (b) the maximum amount of principal and interest due on the outstanding Prior Bonds and the Bonds in any Bond Year and (c) 100% of average annual debt service on the outstanding Prior Bonds and the Bonds. The Reserve Requirement shall be maintained in the Reserve Account of the Special Redemption Fund created by the Bond Resolution either in cash or legal investments or in a Revenue Support Facility or in a combination thereof. If Parity Bonds are issued, the Reserve Requirement shall be an amount equal to the least of (i) the amount required to be on deposit in the Reserve Account prior to issuance of said Parity Bonds, plus 10% of the principal amount of said Parity Bonds, (ii) the maximum amount of principal and interest due on the outstanding Prior Bonds, the Bonds and the Parity Bonds in any Bond Year or (iii) 100% of average annual debt service on the outstanding Prior Bonds, the Bonds and the Parity Bonds; provided, however, that for purposes of this definition, the maximum amount of principal and interest shall be computed with respect to any Variable Rate Bonds by using the Assumed Long-Term Fixed Rate applicable thereto and provided further that the calculations set forth above shall not take into consideration any Safe Drinking Water Bonds nor shall any amounts in the Reserve Account be pledged to any Safe Drinking Water Bonds;

"Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2004, dated March 10, 2004 issued to the State of Wisconsin Safe

Drinking Water Loan Program and any other Parity Bonds issued in the future to the State of Wisconsin Safe Drinking Water Loan Program;

"Safe Drinking Water Bond Resolution" means Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004;

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

"2007 Bonds" means the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007; and

"2007 Resolution" means Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007.

Section 2. Award of the Bonds. The Proposal of the Purchaser, offering to purchase the $3,000,000 City of Sheboygan Water Utility Revenue Bonds, Series 2013 (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2013"; shall be dated May 1, 2013; shall be in the denomination of $5,000 or any integral multiple thereof; and shall be numbered 1 and upward. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit E-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing May 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that the Schedule is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices.

Section 3A. Call Provisions. At the option of the Municipality, the Bonds maturing on May 1, 2024 and thereafter shall be subject to redemption prior to maturity on May 1, 2023 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Municipality and within each maturity, by lot,

at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Parity with the Prior Bonds and Safe Drinking Water Bonds. The Bonds shall be Additional Bonds within the meaning of Section 11 of the Safe Drinking Water Bond Resolution and Section 9 of the Bond Resolution; are issued on a parity with the Safe Drinking Water Bonds and Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the Bond Resolution, as supplemented by the 2007 Resolution and this Resolution, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 5A. Persons Treated as Owners; Transfer of Bonds; Record Date. The Municipality shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Municipality at the close of business on the corresponding record date.

Section 6. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund heretofore created and established and hereby continued and amended, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund on a parity with the Safe Drinking Water Bonds and the Prior Bonds, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund (defined below) and deposited in the Special Redemption Fund (defined below) shall be sufficient in any event to pay the interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same accrues and the principal amount thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account (defined below) to maintain the Reserve Requirement.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds, certain funds of the System which were created or continued pursuant to Section 6 of the Bond Resolution, as amended by the 2007 Resolution, are hereby continued and shall be used solely for the purposes set forth in the Bond Resolution, as amended by the 2007 Resolution and this Resolution:

Subparagraph (c) of Section 6 of the Bond Resolution is hereby amended and supplemented by this Resolution to read as follows:

"(c) Water Utility Special Redemption Fund (the "Special Redemption Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from proceeds of the Prior Bonds, the Bond Proceeds and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the Bond Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, investment earnings and any other source) to pay the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying

principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds in accordance with the provisions of the Bond Resolution, as amended by the 2007 Resolution and this Resolution.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit E-2 and incorporated herein by this reference.

(ii) There heretofore has been deposited into the Reserve Account an amount equal to the Reserve Requirement prior to the issuance of the Bonds. Upon the issuance of the Bonds, there shall be deposited into the Reserve Account an amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement or a surety bond equal to that amount. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Bonds, the Bonds or any other Parity Bonds other than the Safe Drinking Water Bonds at any time when there shall be insufficient money in the Interest and Principal Account. Amounts so applied shall be derived first from cash or legal investments on credit to the Reserve Account, and second from draws or demands on Revenue Support Facilities held as a part thereof, such draws or demands to be made *pro rata* among all such Revenue Support Facilities based on the respective available amounts thereunder and upon the terms and conditions set forth in such Revenue Support Facilities. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the Bond Resolution. At no time shall any amounts in the Reserve Account be pledged to or used for the payment of the Safe Drinking Water Bonds."

Section 8. Application of Revenues. After the delivery of the Prior Bonds, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the Bond Resolution, as amended and supplemented by the 2007 Resolution and this Resolution in the amounts, the order of priority and in the manner set forth in the Bond Resolution, as amended and supplemented by the 2007 Resolution and this Resolution.

Section 9. Service to the Municipality. Section 8 of the Bond Resolution is hereby amended to provide that the reasonable cost and value of the service to the Municipality in each year shall be in an amount which, together with the other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds, any other Parity Bonds, and any other Revenue Bonds payable from the revenues of the System then outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any Revenue Bonds payable from the revenues of

the System then outstanding. All other provisions of Section 8 of the Bond Resolution still apply and are incorporated into this Section 9.

Section 10. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the Municipality and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 11. Application of Bond Proceeds and Certain Funds of the Municipality. The Bond Proceeds (including any accrued interest from their date to the date of delivery) shall be deposited and applied as follows:

(a) to the Interest and Principal Account of the Special Redemption Fund, the amount of any accrued interest received from the sale of the Bonds;

(b) to the Reserve Account of the Special Redemption Fund, any amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement; and

(c) to the Water System Improvement Fund, a special borrowed money fund hereby created and established, the balance of the Bond Proceeds including any premium and any proceeds of Parity Bonds sufficient to provide for the cost of the Project. Said Improvement Fund shall be adequately secured and used solely to pay the cost of the Project. Any balance remaining in said Improvement Fund after paying the costs of the Project shall be transferred to the Special Redemption Fund and used to pay the principal and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds.

Section 12. Arbitrage Covenant. The Municipality shall not take any action with respect to proceeds of the Bonds or any Parity Bonds (the "Bond Proceeds") which, if said action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of delivery of said payment for the Bonds (the "Closing") would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the Municipality hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in

any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations. The Municipality covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The City Clerk, or other officer of the Municipality charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Municipality regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 13. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Municipality also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Municipality will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 14. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The Municipality hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Municipality to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Clerk, or other officer of the Municipality charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 16. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized

and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 18. Bond Insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Resolution a Contract. The provisions of this Resolution, together with the Safe Drinking Water Bond Resolution and the Bond Resolution, as previously amended by the 2007 Resolution, shall constitute a contract between the Municipality and the holder or holders of the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made, until all of the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof, including, but without limitation, the right to require the Municipality, its Governing Body and other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 20. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions, other than the Safe Drinking Water Bond Resolution, the Bond Resolution, and the 2007 Resolution, rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 3rd day of April, 2013.

Dated _____, 2013. _____, City Clerk

Approved _____, 2013. _____, Mayor

EXHIBIT A

Additional Bonds Certificate

(See Attached)

ADDITIONAL BONDS CERTIFICATE

The undersigned, an authorized officer of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and an authorized officer of the Water Utility of the City hereby certify as follows:

1. The City is issuing its $3,000,000 Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds").

2. We have reviewed and are familiar with the provisions of Resolution No. 262-03-04 adopted by the Common Council on February 16, 2004 (the "Safe Drinking Water Resolution") which authorized the issuance of Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "Safe Drinking Water Bonds").

3. We have also reviewed and are familiar with the provisions of Resolution No. 100-05-06 adopted by the Common Council on August 15, 2005 (the "Bond Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds").

4. We have also reviewed and are familiar with the provisions of Resolution No. 289-06-07 adopted by the Common Council on April 4, 2007 (the "2007 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds") (the 2005 Bonds and the 2007 Bonds shall be collectively referred to herein as the "Prior Bonds").

5. To the best of our knowledge, information and belief, the City meets the conditions set forth in Section 11 of the Safe Drinking Water Resolution and Section 9 of the Bond Resolution, necessary to issue the 2013 Bonds on a parity and equality of rank with the Safe Drinking Water Bonds and the Prior Bonds, to wit:

(i) Net Revenues. As set forth on the attached Schedule I, the Net Revenues of the System (as defined in the Safe Drinking Water Resolution and the Bond Resolution, as amended) for fiscal year 2012 were $4,444,775 which is at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the 2013 Bonds, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the 2013 Bonds or on any debt obligations payable from the revenues of the System then outstanding, which is 1.20;

(ii) No Default. The payments required to be made into the various funds and accounts provided in the Safe Drinking Water Resolution and the Bond Resolution, as amended (including the Reserve Account, but not the Surplus Fund) are current and the City is not in default under the Bond Resolution, as amended by the 2007 Resolution;

(iii) Payment Dates. The 2013 Bonds will be payable as to principal annually on May 1 and payable as to interest semi-annually on May 1 and November 1 of each year;

(iv) Purpose. The proceeds of the 2013 Bonds are being used solely for the purpose of paying or reimbursing the costs of providing additions, extensions and improvements to the Water System of the City; and

(v) Reserve Account. The Reserve Account will be funded to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as set forth in Section 1 of the Bond Resolution and in Schedule II attached hereto.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective this 3rd day of April, 2013.

_____

Nancy Buss
Deputy Finance Director/Treasurer
City of Sheboygan

_____

Joe R. Trueblood
Water Utility Superintendent
Water Utility of the
City of Sheboygan

Sheboygan Water Utility
$3 Million Revenue Bonds - 2013
Final Sale Results

Aggregate Debt Service

Part 1 of 2

DATE	$3 Million Revenue Bonds 2013 Final Sale	2005 Revenue Bonds	2007 Revenue Bonds	2004 Revenue Bonds	TOTAL	Fiscal Total
05/01/2013	-	276,218.75	277,821.88	187,608.74	741,649.37	-
11/01/2013	-	56,918.75	72,821.88	25,589.19	155,329.82	896,979.19
05/01/2014	162,025.00	281,918.75	272,821.88	189,806.19	906,571.82	-
11/01/2014	40,212.50	52,418.75	67,821.88	23,331.21	183,784.34	1,090,356.16
05/01/2015	160,212.50	277,418.75	267,821.88	192,064.21	897,517.34	-
11/01/2015	39,012.50	47,918.75	62,821.88	21,011.13	170,764.26	1,068,281.60
05/01/2016	164,012.50	272,918.75	262,821.88	194,384.13	894,137.26	-
11/01/2016	37,762.50	43,418.75	58,571.88	18,627.25	158,380.38	1,052,517.64
05/01/2017	162,762.50	268,418.75	258,571.88	196,768.25	886,521.38	-
11/01/2017	36,512.50	38,918.75	54,571.88	16,177.81	146,180.94	1,032,702.32
05/01/2018	166,512.50	263,918.75	254,571.88	199,217.81	884,220.94	-
11/01/2018	35,212.50	34,418.75	50,571.88	13,661.01	133,864.14	1,018,085.08
05/01/2019	165,212.50	259,418.75	275,571.88	201,734.01	901,937.14	-
11/01/2019	33,912.50	29,637.50	45,931.25	11,075.01	120,556.26	1,022,493.40
05/01/2020	168,912.50	254,637.50	270,931.25	204,320.01	898,801.26	-
11/01/2020	32,562.50	25,137.50	41,206.25	8,417.89	107,324.14	1,006,125.40
05/01/2021	172,562.50	260,137.50	266,206.25	206,977.89	905,884.14	-
11/01/2021	31,162.50	20,437.50	36,425.00	5,687.69	93,712.69	999,596.83
05/01/2022	171,162.50	270,437.50	261,425.00	209,707.69	912,732.69	-
11/01/2022	29,762.50	15,437.50	31,587.50	2,882.41	79,669.91	992,402.60
05/01/2023	174,762.50	265,437.50	281,587.50	212,512.41	934,299.91	-
11/01/2023	27,587.50	10,312.50	26,150.00	-	64,050.00	998,349.91
05/01/2024	177,587.50	260,312.50	301,150.00	-	739,050.00	-
11/01/2024	25,337.50	5,187.50	20,100.00	-	50,625.00	789,675.00
05/01/2025	180,337.50	255,187.50	320,100.00	-	755,625.00	-
11/01/2025	23,012.50	-	13,500.00	-	36,512.50	792,137.50
05/01/2026	183,012.50	-	313,500.00	-	496,512.50	-
11/01/2026	20,612.50	-	6,750.00	-	27,362.50	523,875.00
05/01/2027	185,612.50	-	306,750.00	-	492,362.50	-
11/01/2027	18,137.50	-	-	-	18,137.50	510,500.00
05/01/2028	188,137.50	-	-	-	188,137.50	-
11/01/2028	15,481.25	-	-	-	15,481.25	203,618.75
05/01/2029	190,481.25	-	-	-	190,481.25	-
11/01/2029	12,637.50	-	-	-	12,637.50	203,118.75
05/01/2030	192,637.50	-	-	-	192,637.50	-
11/01/2030	9,712.50	-	-	-	9,712.50	202,350.00
05/01/2031	194,712.50	-	-	-	194,712.50	-
11/01/2031	6,706.25	-	-	-	6,706.25	201,418.75
05/01/2032	196,706.25	-	-	-	196,706.25	-
11/01/2032	3,500.00	-	-	-	3,500.00	200,206.25
05/01/2033	203,500.00	-	-	-	203,500.00	-
11/01/2033	-	-	-	-	-	203,500.00
Total	**$4,039,700.00**	**$3,846,543.75**	**$4,780,484.44**	**$2,341,561.94**	**$15,008,290.13**	-

EXHIBIT B

Official Notice of Sale

To be provided by the Financial Advisor and incorporated into the Resolution.

OFFICIAL NOTICE OF SALE

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

$3,000,000 WATER UTILITY REVENUE BONDS, SERIES 2013
(NON-BANK QUALIFIED)

DATED MAY 1, 2013

Date and Time: SEALED BIDS will be received by the City of Sheboygan, Sheboygan County, Wisconsin for all but no part of its $3,000,000 Water Utility Revenue Bonds, Series 2013, in the office of the City's Financial Advisor, Wisconsin Public Finance Professionals, LLC ("WPFP"), 1020 North Broadway, Suite G-9, Milwaukee, Wisconsin 53202 until 10:30 A.M. (Central Time) on

April 3, 2013

at which time the bids will be publicly opened and read. The bids should be directed to WPFP and plainly marked "Bid for the 2013 Revenue Bonds". Bids may be mailed or delivered to WPFP at the address set forth above or faxed to (414) 226-2014 or submitted electronically via PARITY, as long as the good faith check, required below, has been received by the City or its Financial Advisor at or before the time of the opening of the bids or the bidder complies with the financial surety bond provisions discussed below. A meeting of the Common Council will be held on said date for the purpose of taking action on such bids as may be received.

Terms: The 2013 Revenue Bonds will be dated May 1, 2013 and will mature serially on May 1 of each year, in the years and principal amounts as follows:

Year	Principal Amount	Year	Principal Amount
2014	$ 80,000	2024	$150,000
2015	120,000	2025	155,000
2016	125,000	2026	160,000
2017	125,000	2027	165,000
2018	130,000	2028	170,000
2019	130,000	2029	175,000
2020	135,000	2030	180,000
2021	140,000	2031	185,000
2022	140,000	2032	190,000
2023	145,000	2033	200,000

Interest is payable commencing on May 1, 2014 and semi-annually thereafter on November 1 and May 1 of each year.

The 2013 Revenue Bonds maturing on May 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, beginning May 1, 2023, or on any date thereafter. Said 2013 Revenue Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Undertaking to Provide Continuing Disclosure: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the City will undertake, pursuant to the Award Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. In the previous five years, the City has never failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of material events.

Registration: The 2013 Revenue Bonds will be issued as fully-registered securities without coupons and, when issued, will be registered only in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the 2013 Revenue Bonds. A single bond certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry form only pursuant to the rules and procedures established between DTC and its participants, in the principal amount of $5,000 and integral multiples thereof. Individual purchasers will not receive certificates evidencing their ownership of the 2013 Revenue Bonds purchased. The successful bidder shall be required to deposit the bond certificates with DTC as a condition to delivery of the 2013 Revenue Bonds. The City will make payments of principal and interest on the 2013 Revenue Bonds on the dates set forth above, to DTC or its nominee as registered owner of the 2013 Revenue Bonds in same-day funds. Transfer of said payments to participants of DTC will be the responsibility of DTC; transfer of said payments to Beneficial Owners by DTC participants will be the responsibility of such participants and other nominees of Beneficial Owners all as required by DTC rules and procedures. No assurance can be given by the City that DTC, its participants and other nominees of Beneficial Owners will make prompt transfer of the payments as required by DTC rules and procedures. The City assumes no liability for failures of DTC, its participants or other nominees to promptly transfer said payments to Beneficial Owners of the 2013 Revenue Bonds.

In the event that the securities depository relationship with DTC for the 2013 Revenue Bonds is terminated and the Common Council does not appoint a successor depository, the Common Council will prepare, authenticate and deliver, at its expense, fully-registered certificate bonds in the denomination of $5,000 or any integral multiple thereof in the aggregate principal amount of the 2013 Revenue Bonds of the same interest rate or rates then outstanding to the Beneficial Owners of the 2013 Revenue Bonds.

Security and Purpose: The 2013 Revenue Bonds are not general obligations of the City and are payable only from the income and revenues derived from the operation of the Water System, which are pledged to the Special Redemption Fund on parity with the 2004 Revenue Bonds, the 2005 Revenue Bonds, and the 2007 Revenue Bonds. A separate Reserve Account will provide additional security for the 2013 Revenue Bonds, the 2007 Revenue Bonds, and the 2005 Revenue Bonds. The 2013 Revenue Bonds shall be issued for the purpose of paying or reimbursing the costs of constructing, extending, adding to and improving the Water Utility, including financing a wash tank and water main projects.

"Non-Bank Qualified" Status: The 2013 Revenue Bonds will **not** be designated "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bidding Specifications: Bids will be received on an interest rate basis in integral multiples of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid but the difference between the highest and lowest rate bid shall not exceed Two and One-Half Percent (2.5%). All 2013 Revenue Bonds of the same maturity shall bear the same interest rate. No bid for less than $3,000,000 nor more than $3,030,000 plus accrued interest to the date of delivery will be considered. The 2013 Revenue Bonds shall be awarded to a responsible bidder whose proposal results in the lowest true interest cost to the City (the "Purchaser").

Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Subscription to the Thomson Financial Municipal Group's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the 2013 Revenue Bonds on the terms provided in the Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of the Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, New York, New York 10018; (212) 849-5021.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the City, as described below. All electronic bids shall be deemed to incorporate the provisions of this Notice of Sale and the Official Bid Form.

Good Faith Deposit: A Good Faith Deposit ("Deposit") in the amount of SIXTY THOUSAND DOLLARS ($60,000) is required for each bid to be considered. The Deposit may be in the form of a cashier's or certified check, a wire transfer, or a financial surety bond, and must be submitted to the City of Sheboygan Board of Water Commissioners or its Financial Advisor prior to the time bids will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or financial surety bond. Neither the City nor Wisconsin Public Finance Professionals, LLC have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the City of Sheboygan Board of Water Commissioners and delivered to the office of the City's Financial Advisor, Wisconsin Public Finance Professionals, LLC, 1020 North Broadway, Suite G-9, Milwaukee, Wisconsin 53202.

Any Deposit sent via **wire transfer** should be sent to the City of Sheboygan Board of Water Commissioners according to the following instructions:

Associated Bank, N.A., Green Bay, WI, ABA #075900575 for credit to the
City of Sheboygan Board of Water Commissioners Account #2213230333

Simultaneously with such wire transfer, the bidder shall send an e-mail to Jane Werner at janewerner@sheboyganwater.org, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the 2013 Revenue Bonds.

Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following City action relative to an award of the 2013 Revenue Bonds.

If a **financial surety bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Wisconsin and such bond must be submitted to the City or its Financial Advisor prior to the opening of the Bids. The financial surety bond must identify each bidder whose Deposit is guaranteed by such financial surety bond. If the successful bidder utilizes a financial surety bond, then the successful bidder is required to submit its Deposit to the City or its Financial Advisor, in the form of a cashier's or certified check (or wire transfer such amount as instructed by the City or its

Financial Advisor) not later than 3:30 P.M. (Central Time) on the next business day following the award. If such Deposit is not received by that time, the financial surety bond may be drawn on by the City to satisfy the Deposit requirement.

No interest on the Deposit will accrue to the successful bidder. The Deposit will be applied to the purchase price of the 2013 Revenue Bonds. In the event the successful bidder fails to honor its accepted bid, the Deposit will be retained by the Issuer.

Delivery/Legality/CUSIP/Reoffering Price: The 2013 Revenue Bonds shall be delivered in typewritten form, one Bond per maturity, to the Depository Trust Company, securities depository of the 2013 Revenue Bonds for the establishment of book-entry accounts at the direction of the successful bidder, within approximately forty-five (45) days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within sixty (60) days after the date of the sale of the 2013 Revenue Bonds, the successful bidder may, prior to tender of the 2013 Revenue Bonds, at its option, be relieved of its obligation under the contract to purchase the 2013 Revenue Bonds and its Good Faith Deposit shall be returned, but no interest shall be allowed thereon.

The successful bidder will be furnished without cost, the unqualified approving legal opinion of Quarles & Brady, LLP of Milwaukee, Wisconsin. A transcript of the proceedings relative to the issuance of the 2013 Revenue Bonds (including a No-litigation Certificate and a Continuing Disclosure Certificate) shall be furnished to the successful bidder without cost. CUSIP numbers will appear on the typewritten 2013 Revenue Bonds. The successful bidder will be responsible for the cost of obtaining CUSIP numbers. Neither the failure to print such numbers on any 2013 Revenue Bonds or any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the 2013 Revenue Bonds.

Simultaneously with or before delivery of the 2013 Revenue Bonds, the successful bidder shall furnish to the City a certificate, made on the best knowledge, information and belief of the successful bidder, acceptable to bond counsel, stating the initial reoffering prices to the public of each maturity of the 2013 Revenue Bonds and further stating that a substantial amount of the 2013 Revenue Bonds was sold to the public or final purchasers thereof (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below such initial reoffering prices together with such other information as may be required by the City to enable it to determine the "issue price" of the 2013 Revenue Bonds awarded to such bidder as defined in Section 1274 of the Internal Revenue Code of 1986.

Official Statement: Upon the sale of the 2013 Revenue Bonds, the City will publish a Final Official Statement in substantially the same form as the Preliminary Official Statement prepared within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Promptly after the sale date, but in no event later than seven business days after such date, the City will provide the successful bidder (i.e., the sole underwriter or the senior managing underwriter of the syndicate to which the 2013 Revenue Bonds are awarded) 35 copies of the Final Official Statement without cost.

The City shall designate the successful bidder as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter, if any. Each underwriter executing and delivering an Official Bid Form with respect to the 2013 Revenue Bonds agrees thereby that if its bid is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the 2013 Revenue Bonds, if any, for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

The successful bidder agrees to supply to the City all necessary pricing information and any Participating Underwriter identification necessary to complete the Final Official Statement within 24 hours after the award of the 2013 Revenue Bonds. Additional copies of the Final Official Statement may be purchased from Wisconsin Public Finance Professionals, LLC up to three months following the sale of the 2013 Revenue Bonds.

Irregularities: The Common Council reserves the right to reject any and all bids and to waive any and all irregularities.

Information: Copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to: Wisconsin Public Finance Professionals, LLC, 1020 North Broadway, Suite G-9, Milwaukee, Wisconsin 53202; Attention: Carol A. Wirth, President, (414) 434-9644, FAX (414) 226-2014, email cawirth@wipublicfinance.com, or the undersigned.

James Amodeo, City Administrator
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Phone (920) 459-3315
james.amodeo@ci.sheboygan.wi.us - email

EXHIBIT C

Bid Tabulation

To be provided by the Financial Advisor and incorporated into the Resolution.

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1020 NORTH BROADWAY, SUITE G-9
MILWAUKEE, WI 53202
414-434-9644
FAX: 414-226-2014

SALE RESULTS - BID TABULATION FORM

CITY OF SHEBOYGAN, WISCONSIN

$3,000,000 WATER UTILITY REVENUE BONDS, SERIES 2013

Confirmed Rating: Moody's Investor Service – "Aa2"

Sale Date: April 3, 2013 **Delivery Date: May 1, 2013**

Bidder	Net Interest Cost	True Interest Rate
Morgan Stanley & Co, LLC, New York, NY	**$1,027,201.25**	**2.925507**
Hutchinson, Shockey, Erley & Co, Chicago, IL	1,064,759.35	3.053492
Robert W. Baird & Co., Milwaukee, WI	1,076,222.85	3.071002

EXHIBIT D

Winning Bid

To be provided by the Financial Advisor and incorporated into the Resolution.

BID FORM

City of Sheboygan Common Council
c/o Wisconsin Public Finance
Professionals, LLC, Financial Advisor
1020 North Broadway, Suite G-9
Milwaukee, WI 53202
(414) 434-9644 – Office
(414) 226-2014 – Fax

April 3, 2013

Re: $3,000,000 Water Utility Revenue Bonds, Series 2013
(Non-Bank Qualified)
Dated: May 1, 2013

For all or none of the above Revenue Bonds, in accordance with the Official Notice of Sale, we will pay you $ 3,012,498.75 no less than par nor more than $3,030,000, plus accrued interest to date of delivery, for the Revenue Bonds bearing interest rates and maturing on May 1, in the stated years as follows:

Maturity	Principal	Interest Rate	Maturity	Principal	Interest Rate
05/01/14	$ 80,000	2.00 %	05/01/24	$150,000	3.00 %
05/01/15	120,000	2.00 %	05/01/25	155,000	3.00 %
05/01/16	125,000	2.00 %	05/01/26	160,000	3.00 %
05/01/17	125,000	2.00 %	05/01/27	165,000	3.00 %
05/01/18	130,000	2.00 %	05/01/28	170,000	3.125 %
05/01/19	130,000	2.00 %	05/01/29	175,000	3.25 %
05/01/20	135,000	2.00 %	05/01/30	180,000	3.25 %
05/01/21	140,000	2.00 %	05/01/31	185,000	3.25 %
05/01/22	140,000	2.00 %	05/01/32	190,000	3.375 %
05/01/23	145,000	3.00 %	05/01/33	200,000	3.50 %

This bid is for prompt acceptance. Submitted herewith is our Good Faith Deposit in the amount of $60,000 in the form of certified or cashier's check (payable to City of Sheboygan Board of Water Commissioners), a wire transfer, or a financial surety bond which is to be held by you pending compliance with the terms of this bid. Said check or wire transfer is to be returned to us promptly if this bid is rejected.

Respectively submitted,

(Account members are listed on the reverse side of this bid)
COMANAGERS:
Raymond James
Jefferies & Comerica

Morgan Stanley & Co LLC
Account Manager
By

We, the duly authorized officials of the City of Sheboygan, do hereby accept and award the 2013 Revenue Bonds pursuant to the foregoing offer, in legal meeting this 3rd day of April, 2013 at _____ p.m. central time.

Mayor

Susan Richards.
City Clerk

NOT A PART OF BID Our calculation of total net interest cost using the above rates are:	☐ CERTIFIED (CASHIER'S) CHECK ☐ WIRE TRANSFER ☐ FINANCIAL SURETY BOND
Gross Interest Cost $ 1,039,700.00 Less Premium - 12,498.75 Net Interest Cost $ 1,027,201.25 True Interest Rate 2.925507%	Bank Name _____ City _____ State _____ Check No. _____ Amount _____ The above check was received for return to unsuccessful bidder for the above named Account Manager. By _____ Date _____

BID FORM

City of Sheboygan Common Council
c/o Wisconsin Public Finance
Professionals, LLC, Financial Advisor
1020 North Broadway, Suite G-9
Milwaukee, WI 53202
(414) 434-9644 – Office
(414) 226-2014 – Fax

April 3, 2013

Re: $3,000,000 Water Utility Revenue Bonds, Series 2013
(Non-Bank Qualified)
Dated: May 1, 2013

For all or none of the above Revenue Bonds, in accordance with the Official Notice of Sale, we will pay you $3,012,498.75 no less than par nor more than $3,030,000, plus accrued interest to date of delivery, for the Revenue Bonds bearing interest rates and maturing on May 1, in the stated years as follows:

Maturity	Principal	Interest Rate		Maturity	Principal	Interest Rate	
05/01/14	$ 80,000	2.00	%	05/01/24	$150,000	3.00	%
05/01/15	120,000	2.00	%	05/01/25	155,000	3.00	%
05/01/16	125,000	2.00	%	05/01/26	160,000	3.00	%
05/01/17	125,000	2.00	%	05/01/27	165,000	3.00	%
05/01/18	130,000	2.00	%	05/01/28	170,000	3.125	%
05/01/19	130,000	2.00	%	05/01/29	175,000	3.25	%
05/01/20	135,000	2.00	%	05/01/30	180,000	3.25	%
05/01/21	140,000	2.00	%	05/01/31	185,000	3.25	%
05/01/22	140,000	2.00	%	05/01/32	190,000	3.375	%
05/01/23	145,000	3.00	%	05/01/33	200,000	3.50	%

This bid is for prompt acceptance. Submitted herewith is our Good Faith Deposit in the amount of $60,000 in the form of certified or cashier's check (payable to City of Sheboygan Board of Water Commissioners), a wire transfer, or a financial surety bond which is to be held by you pending compliance with the terms of this bid. Said check or wire transfer is to be returned to us promptly if this bid is rejected.

(Account members are listed on the reverse side of this bid)
COMANAGERS:
Raymond James
Jeffries & Comerica

Respectively submitted,
Morgan Stanley & Co LLC
Account Manager
By [signature]

We, the duly authorized officials of the City of Sheboygan, do hereby accept and award the 2013 Revenue Bonds pursuant to the foregoing offer, in legal meeting this 3rd day of April, 2013 at _____ p.m. central time.

Mayor

City Clerk

NOT A PART OF BID Our calculation of total net interest cost using the above rates are:	☐ CERTIFIED (CASHIER'S) CHECK ☐ WIRE TRANSFER ☐ FINANCIAL SURETY BOND
Gross Interest Cost $ 1,039,700.00	Bank Name _____
Less Premium - 12,498.75	City _____ State _____
Net Interest Cost $ 1,027,201.25	Check No. _____ Amount _____
True Interest Rate 2.925507%	The above check was received for return to unsuccessful bidder for the above named Account Manager.
	By _____ Date _____

EXHIBIT E-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

Sheboygan Water Utility

$3 Million Revenue Bonds - 2013

Final Sale Results

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		Dollar Price
05/01/2014	Serial Coupon	2.000%	0.380%	80,000.00	101.615%		81,292.00
05/01/2015	Serial Coupon	2.000%	0.500%	120,000.00	102.981%		123,577.20
05/01/2016	Serial Coupon	2.000%	0.670%	125,000.00	103.943%		129,928.75
05/01/2017	Serial Coupon	2.000%	0.850%	125,000.00	104.513%		130,641.25
05/01/2018	Serial Coupon	2.000%	1.080%	130,000.00	104.466%		135,805.80
05/01/2019	Serial Coupon	2.000%	1.320%	130,000.00	103.910%		135,083.00
05/01/2020	Serial Coupon	2.000%	1.550%	135,000.00	102.974%		139,014.90
05/01/2021	Serial Coupon	2.000%	1.800%	140,000.00	101.483%		142,076.20
05/01/2022	Serial Coupon	2.000%	2.050%	140,000.00	99.590%		139,426.00
05/01/2023	Serial Coupon	3.000%	2.250%	145,000.00	106.682%		154,688.90
05/01/2024	Serial Coupon	3.000%	2.420%	150,000.00	105.124%	c	157,686.00
05/01/2025	Serial Coupon	3.000%	2.680%	155,000.00	102.790%	c	159,324.50
05/01/2026	Serial Coupon	3.000%	2.930%	160,000.00	100.602%	c	160,963.20
05/01/2027	Serial Coupon	3.000%	3.060%	165,000.00	99.320%		163,878.00
05/01/2028	Serial Coupon	3.125%	3.180%	170,000.00	99.347%		168,889.90
05/01/2029	Serial Coupon	3.250%	3.240%	175,000.00	100.084%	c	175,147.00
05/01/2030	Serial Coupon	3.250%	3.300%	180,000.00	99.353%		178,835.40
05/01/2031	Serial Coupon	3.250%	3.350%	185,000.00	98.656%		182,513.60
05/01/2032	Serial Coupon	3.375%	3.430%	190,000.00	99.236%		188,548.40
05/01/2033	Serial Coupon	3.500%	3.500%	200,000.00	100.000%		200,000.00
Total	-	-	-	**$3,000,000.00**	-	-	**$3,047,320.00**

Bid Information

Par Amount of Bonds	$3,000,000.00
Reoffering Premium or (Discount)	47,320.00
Gross Production	$3,047,320.00
Total Underwriter's Discount (1.161%)	$(34,821.25)
Bid (100.417%)	3,012,498.75
Total Purchase Price	$3,012,498.75
Bond Year Dollars	$34,650.00
Average Life	11.550 Years
Average Coupon	3.0005772%
Net Interest Cost (NIC)	2.9645058%
True Interest Cost (TIC)	2.9255073%

EXHIBIT E-2

Debt Service Schedule

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

Sheboygan Water Utility
$3 Million Revenue Bonds - 2013
Final Sale Results

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/01/2013	-	-	-	-	-
05/01/2014	80,000.00	2.000%	82,025.00	162,025.00	-
11/01/2014	-	-	40,212.50	40,212.50	202,237.50
05/01/2015	120,000.00	2.000%	40,212.50	160,212.50	-
11/01/2015	-	-	39,012.50	39,012.50	199,225.00
05/01/2016	125,000.00	2.000%	39,012.50	164,012.50	-
11/01/2016	-	-	37,762.50	37,762.50	201,775.00
05/01/2017	125,000.00	2.000%	37,762.50	162,762.50	-
11/01/2017	-	-	36,512.50	36,512.50	199,275.00
05/01/2018	130,000.00	2.000%	36,512.50	166,512.50	-
11/01/2018	-	-	35,212.50	35,212.50	201,725.00
05/01/2019	130,000.00	2.000%	35,212.50	165,212.50	-
11/01/2019	-	-	33,912.50	33,912.50	199,125.00
05/01/2020	135,000.00	2.000%	33,912.50	168,912.50	-
11/01/2020	-	-	32,562.50	32,562.50	201,475.00
05/01/2021	140,000.00	2.000%	32,562.50	172,562.50	-
11/01/2021	-	-	31,162.50	31,162.50	203,725.00
05/01/2022	140,000.00	2.000%	31,162.50	171,162.50	-
11/01/2022	-	-	29,762.50	29,762.50	200,925.00
05/01/2023	145,000.00	3.000%	29,762.50	174,762.50	-
11/01/2023	-	-	27,587.50	27,587.50	202,350.00
05/01/2024	150,000.00	3.000%	27,587.50	177,587.50	-
11/01/2024	-	-	25,337.50	25,337.50	202,925.00
05/01/2025	155,000.00	3.000%	25,337.50	180,337.50	-
11/01/2025	-	-	23,012.50	23,012.50	203,350.00
05/01/2026	160,000.00	3.000%	23,012.50	183,012.50	-
11/01/2026	-	-	20,612.50	20,612.50	203,625.00
05/01/2027	165,000.00	3.000%	20,612.50	185,612.50	-
11/01/2027	-	-	18,137.50	18,137.50	203,750.00
05/01/2028	170,000.00	3.125%	18,137.50	188,137.50	-
11/01/2028	-	-	15,481.25	15,481.25	203,618.75
05/01/2029	175,000.00	3.250%	15,481.25	190,481.25	-
11/01/2029	-	-	12,637.50	12,637.50	203,118.75
05/01/2030	180,000.00	3.250%	12,637.50	192,637.50	-
11/01/2030	-	-	9,712.50	9,712.50	202,350.00
05/01/2031	185,000.00	3.250%	9,712.50	194,712.50	-
11/01/2031	-	-	6,706.25	6,706.25	201,418.75
05/01/2032	190,000.00	3.375%	6,706.25	196,706.25	-
11/01/2032	-	-	3,500.00	3,500.00	200,206.25
05/01/2033	200,000.00	3.500%	3,500.00	203,500.00	-
11/01/2033	-	-	-	-	203,500.00
Total	**$3,000,000.00**	-	**$1,039,700.00**	**$4,039,700.00**	-

EXHIBIT F

(Form of Bond)

UNITED STATES OF AMERICA
REGISTERED STATE OF WISCONSIN DOLLARS
SHEBOYGAN COUNTY
NO. R-___ CITY OF SHEBOYGAN $_____
WATER UTILITY REVENUE BOND, SERIES 2013

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	May 1, 2013	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2014 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2023 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from

maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating $3,000,000, issued for the purpose of paying or reimbursing the cost of additions, improvements and extensions to the City's Water Utility, including financing a wash tank and water main projects, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto, resolutions adopted by the Common Council on December 17, 2012, March 4, 2013, a resolution adopted by the Common Council on April 3, 2013 (the "2013 Resolution") and the Bond Resolution, as supplemented by the 2007 Resolution (as those terms are defined in the 2013 Resolution), and is payable only from the income and revenues derived from the operation of said Water Utility. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by the Bond Resolution and continued by the 2007 Resolution and the 2013 Resolution. The City has heretofore issued and has outstanding certain Water Utility Revenue Bonds defined in the 2013 Resolution as the Safe Drinking Water Bonds and the Prior Bonds. The Bonds are issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds and are secured by an equal lien and claim to the revenues

and properties of the Water Utility and the monies on deposit in the Special Redemption Fund (referenced below), except that the Safe Drinking Water Bonds are not secured by a pledge of the Reserve Account. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

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

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Terry Van Akkeren
Mayor

(SEAL)

By: _____
Susan Richards
City Clerk

ASSIGNMENT

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

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____

(Authorized Officer)

III

Res. No. ____ - 12 - 13. By Alderperson Heidemann, Bohren, Wangemann and Belanger. April 3, 2013.

A RESOLUTION authorizing the Director of Public Works to sign the Federal Fish & Wildlife Permit Application Form for Migratory Bird Depredation Permit to control Canada Geese at Kiwanis Park, Wildwood Island Complex, Taylor Dr./Indiana Ave., Esslingen Park and also stormwater ponds adjacent to the Sheboygan River corridor. All properties are owned by the City of Sheboygan and County of Sheboygan.

WHEREAS, this abatement activity is necessary to protect the recently added habitat with the habitat restoration project along the Sheboygan River and the Wisconsin DNR & EPA are funding this activity.

RESOLVED: That the Common Council authorizes the Director of Public Works to sign the Federal Fish & Wildlife Permit Application Form for Migratory Bird Depredation Permit to control Canada Geese at Kiwanis Park, Wildwood Island Complex, Taylor Dr./Indiana Ave., Esslingen Park and also stormwater ponds adjacent to the Sheboygan River corridor.

_____

_____

_____

_____

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. ____ - 12 - 13. By Alderperson Kath. April 3, 2013.

A RESOLUTION authorizing the taking of 1132 Alabama Ave., a residential property, in lieu of satisfaction of two Community Development Block Grant Housing Rehabilitation loans totaling $18,455.

WHEREAS, the current owners of the property have asked the City to take title to the property to satisfied their existing housing rehabilitation loans on the property.

WHEREAS, the City of Sheboygan Building Inspection Division inspected the property and agrees with transaction; and

WHEREAS, once the City of Sheboygan has title to property, the Department of Planning and Development intends to locate an interested buyer for the property.

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to the transfer of the residential 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

III

Res. No. ____ - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the purchase of One (1) 12 + 2 Passenger Para-Transit Bus.

WHEREAS, Shoreline Metro Connection regularly upgrades its fleet of buses that are specifically tailored to the needs of the elderly and physically handicapped utilizing Federal funding to offset the majority of the cost and;

WHEREAS, Shoreline Metro Connection has included the funds sufficient for the 20% Local match for the purchase of a vehicle in its 2013 Budget and:

WHEREAS, The contract for the purchase of these vehicles is let by the State of Wisconsin, thereby eliminating the need for competitive bidding and allowing waiver of this provision under ordinance #2-338 "The purchasing agent may purchase from or in cooperation with other governmental agencies without competitive bids."

RESOLVED, that appropriate city officials are hereby authorized to enter into a contract with Atlas Bus Sales Inc. for the purchase of (1) Para-transit Bus in the amount of $68,347.50 including license and title, with the understanding that 80% ($54,678.00) will be refunded under the Section 5309 Transportation Grant program.

BE IT FURTHER RESOLVED, that the appropriate City officials are draw funding in the amount of $68,347.50 from Account No. 65193020-641100 as determined by the City Treasurer in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for grant from the Wisconsin Department of Transportation for Regional Transit Bus and establish City of Sheboygan match:

FROM	TO	AMOUNT
Transit Fund State Grant 65193020-431401	Transit Fund Bus 65193020-641100	$54,678
Capital Improvements Borrowing 47293020-641500		$13,670

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. _____ - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for software maintenance coverage.

WHEREAS, the Finance Department installed Tyler Technology software for all financial reporting of the City and the agreement requires an annual maintenance contract.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with Tyler Technologies Inc. for providing software maintenance in the amount of $40,000 for the period May 2, 2013 through May 1, 2014.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Information Systems Software Maintenance Account No. 70717100-523122 in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the State of Wisconsin Local Government Property Insurance Fund continues to provide insurance at reasonable rates.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Local Government Property Insurance Fund for providing building and property insurance coverage at a cost of $100,839 for the period June 1, 2013 through May 31, 2014.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

_____

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



XIII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7048 be denied based on his failure to cooperate with the Committee.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9884 be denied based on her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her 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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7341 be denied based on her failure to accurately reveal all relevant convictions on his Beverage Operator's license application, her 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



VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9880 be denied based on his failure to accurately reveal all relevant convictions on his Beverage Operator's license application and his record of violations related to the licensed activity.

_____ _____

_____ _____

_____ _____

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 287-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #8206 be denied based on her failure to accurately reveal all relevant convictions on her Beverage Operator's license application, her 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

X

7.1

Gen. Ord. No. 55 - 12 - 13. By Alderpersons Lessard and Carlson.
March 18, 2013.

AN ORDINANCE amending Section 26-1008 of the Municipal Code relating to certificates of compliance with clearwater requirements so as to exempt certain transactions.

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

Section 1. Section 26-1008 of the Sheboygan Municipal Code entitled "Certification of compliance with clearwater requirements" is hereby amended by adding new subsection (j) to read as follows:

"Sec. 26-1008. *Certification of compliance with clearwater requirements.*

. . .

PPS + PW
Atty C.A.'s draft

(j) The following transactions are exempt from the requirements of this section:

(1) Conveyances of residential real property between husband and wife or pursuant to divorce decree or by will, descent or survivorship, where the property was initially acquired after December 7, 1998 and the acquiring spouse or former spouse continues to reside in the residence."

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.

Daniel D. Cullen

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

PPS
+
P.W.

VII

R. C. No. ____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. April 3, 2013.

Your Committee to whom was referred Gen. Ord. No. 55-12-13 by Alderpersons Lessard and Carlson amending Section 26-1008 of the Municipal Code relating to certificates of compliance with Clearwater requirements so as to exempt certain transactions; recommends that the Ordinance be placed on file and to direct the City Attorney to draft a new Ordinance (with adjustments from Public Protection and Safety).

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ____ - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred Res. No. 164-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2013 Budget (establish revenue and appropriation for donation from Sheboygan Sudzzer's to the Sheboygan Police Department for their Teddy Bear Patrol Program and establish appropriation for 2013 Sidewalk Program); recommends that the Resolution be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.5

Res. No. 164 - 12 - 13. By Alderperson Hammond. March 18, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for donation from the Sheboygan Sudzzer's to the Sheboygan Police Department for use with the Police Department teddy bear Patrol Program:

FROM	TO	AMOUNT
General Fund Police Department Contribution 10121100-467101	General Fund Police Department Public Relations 10121100-530260-00035	$1,000

Establishing appropriation for 2013 Sidewalk Program:

FROM	TO	AMOUNT
Special Assessment Fund Interfund contribution 28581400-811401	Capital Fund Sidewalks 40033190-631300	$75,000

Finance approve

DMA

I HEREBY CERTIFY that the foregoing Resolution Neg **the Common Council of the City of Sheboygan, Wisconsin, on** **of** _____, **20**____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IX

R. C. No. ___ - 12 - 13. By PUBLIC WORKS. April 3, 2013.

Your Committee to whom was referred a copy of Gen. Ord. No. 55-12-13 by Alderpersons Lessard and Carlson amending Sec. 26-1008 of the Municipal Code relating to certificates of compliance with Clearwater requirements so as to exempt certain transactions; recommends that the Ordinance be passed.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.1

Gen. Ord. No. 55 - 12 - 13. By Alderpersons Lessard and Carlson.
March 18, 2013.

AN ORDINANCE amending Section 26-1008 of the Municipal Code relating to certificates of compliance with clearwater requirements so as to exempt certain transactions.

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

Section 1. Section 26-1008 of the Sheboygan Municipal Code entitled "Certification of compliance with clearwater requirements" is hereby amended by adding new subsection (j) to read as follows:

"Sec. 26-1008. *Certification of compliance with clearwater requirements.*

. . .

PPS + PW approve

(j) The following transactions are exempt from the requirements of this section:

(1) Conveyances of residential real property between husband and wife or pursuant to divorce decree or by will, descent or survivorship, where the property was initially acquired after December 7, 1998 and the acquiring spouse or former spouse continues to reside in the residence."

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.

Daniel P. Adler

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

PPS
+
P.W.

II

4.9

R. O. No. 224 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

Susan Richards
City Clerk

#2312

LS Schneider

NOTICE OF INJURY

To: Sue Richards, City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081-4442

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

SERVED Dec 7 20 12
3:30 ___AM X PM
L JOHNS SERVICE
PER

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081-4714

Ryan Zinkel, Registered Agent
Sheboygan Jaycees
607 8th Street, 7th Floor
Sheboygan, WI 53081-4556

TO THE ABOVE-NAMED PARTIES,

PLEASE TAKE NOTE:

1. Lorrie M. Kluck is an adult and resides at N1378 Highway 28, Adell, Wisconsin 53001.

2. Dennis Kluck is the husband of Lorrie M. Kluck and resides with her at the above address.

3. Lorrie M. Kluck and Dennis Kluck were injured due to the negligence of the above-named parties.

4. Drew Kluck and Devin Kluck are the minor children of Lori M. Kluck.

5. Drew Kluck and Devin Kluck were injured due to the negligence of the above-named parties.

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, DAVE KUCKUK, CHIEF HERMANN, LAURI SUHRKE

6. The circumstances of the injuries are as follows: On August 4, 2012, at approximately 4:00 p.m., at the Kiwanis Park located at 726 North 17th Street, Sheboygan, Wisconsin, Lorrie M. Kluck slipped on an artificial accumulation of water, causing her to fall backward, striking her head on a steel door.

7. The above-named parties were negligent in failing to maintain a safe place in violation of the Wisconsin Safe Place Statute; in failing to properly inspect, maintain and manage said premises; and in failing to warn of the dangerous condition of said premises.

8. As a direct and proximate result of the negligence of the above-named parties, Lorrie M. Kluck suffered a concussion and strain and sprain of the musculoligamentous structures about the entire body, mental anxiety and distress, and other personal injuries, including past and future pain and suffering and disability; incurred past and future medical expenses; and incurred wage loss and loss of earning capacity.

9. As a direct and proximate result of the negligence of the above-named parties, Dennis Kluck suffered the loss of the aid, society, comfort and companionship of his wife and will continue to do so as a result of the injuries.

10. As a direct and proximate result of the negligence of the above-named parties, Drew Kluck and Devin Kluck suffered the loss of the aid, society, comfort and companionship of their mother and will continue to do so as a result of the injuries.

11. At all times material, the above-named parties owned, controlled, inspected and maintained the aforesaid premises.

12. The above-named parties had actual notice of the aforesaid incident and injuries and thoroughly investigated same.

13. This document is a Notice of Injury served on the above-parties in compliance with Wisconsin law. This document is not a claim for damages. No claim for damages is made at this time.

Dated this 7th day of December, 2012.

THE PREVIANT LAW FIRM, S.C.
Attorneys for Plaintiff

By: DAVID J. McCormick
State Bar No.: 1008865
djm@previant.com

P.O. Address:
Post Office Box 12993
Milwaukee, WI 53212
(414) 271-4500

s:\docs\klucklor\85973\m0553101.docx

II

Other Matters

9.7

R. O. No. 169 - 12 - 13. By CITY CLERK. October 15, 2012.

Submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr.

Image

new C.C.

Susan Richards
City Clerk

Claim # 14-12

LS Schneider

735 W. Wisconsin Avenue
12th Floor
Milwaukee, WI 53233
P: 414-277-9696
F: 414-224-1411
lkaster@kaster-law.com

Kaster Law

October 10, 2012

Via Certified Mail
City of Sheboygan
c/o City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

Re: Notice of Claim Under Wisconsin Statute §§ 893.80 and 893.82

Dear Clerk:

Enclosed please find a Notice of Claim being filed on behalf of my client, Sandra Behr. I thank you for your consideration.

Sincere Regards,

Lucas Kaster
Attorney at Law

Enclosures

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

NOTICE OF CLAIM UNDER 893.80 AND 893.82, WIS. STATS.

TO: Attorney General J.B. Van Hollen
114 East State Capitol
Madison, WI 53702-7857

Sheboygan Police Department
1315 N 23rd St., # 101
Sheboygan, WI 53081

City of Sheboygan
c/o City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

Hang Lor
Sheboygan Police Department
1315 N 23rd St., # 101
Sheboygan, WI 53081

PLEASE TAKE NOTICE that, pursuant to §§ 893.80 and 893.82, Wis. Stats., Sandra Behr, by her attorneys, KASTER LAW, 735 W. Wisconsin Ave., Twelfth Floor, Milwaukee, WI 53233, (414) 326-3270, hereby assert claims against the City of Sheboygan, Sheboygan Police Department, and Sheboygan Police Officer Hang Lor, in his individual and official capacity (hereinafter "City of Sheboygan et al.") for excessive use of force, negligence and batter in violation of Wisconsin law and the rights guaranteed by the Fourth Amendment of the U.S. Constitution and 42 U.S.C. §1983.

On or around June 14, 2012, Officer Hang Lor responded to a call near 1101 Erie Ave, Sheboygan, Wisconsin, 53081. The alleged incident occurred between Sandra Behr, her husband Ronald Behr, and the Behr's neighbors. At the time, Mrs. Behr was 68 years old and Mr. Behr was 63 years old. Mr. Behr was also confined to a wheelchair.

When Officer Lor arrived at the scene, he first spoke to the neighbors. At that time, Mr. and Mrs. Behr were on the sidewalk in their front yard. After finishing the

discussion with the Behr's neighbors, Officer Lor walked directly toward Mrs. Behr, who was causing no disruption but instead remained waiting for Officer Lor on the sidewalk in the front of her house and in full public view, knocked the cup of soda out of her hand, grabbed her arm, and threw her to the ground. Officer Lor's excessive force left Mrs. Behr with injuries to her face, mouth, arms and legs. There was no reason for Officer to believe Mrs. Behr posed any danger.

As a result of the circumstances set forth above, Mrs. Behr asserts and, unless adequately compensated by the City and Officer Lor, intends to litigate the following claims, among others:

1. By throwing Mrs. Behr to the ground without justification, Officer Lor, and thereby the Sheboygan Police department and the City, are liable for Battery, Excessive Use of Force in Arrest and negligence under Wisconsin law.

2. Officer Lor denied Mrs. Behr's right to be free from unreasonable searches and seizures in violation of the Fourteenth Amendment of the United States Constitution and 42 U.S.C. § 1983.

As a result of the substantial damages and injury caused by the wrongful conduct set forth above, Mr. and Mrs. Behr seek the following relief:

1. For Mrs. Behr's physical injuries, emotional distress, adverse psychological effects, and humiliation and embarrassment, not less than $50,000;

2. For loss of society and companionship suffered by Mr. Behr, not less than $25,000;

3. For the intentional and malicious violation of Mrs. Behr's constitutional rights by Officer Lor or conduct by him that was wantonly committed in reckless or callous disregard of those rights, punitive damages in an amount not less than $100,000;

4. Reasonable attorney fees, as provided by law, in an amount to be determined at the time of compensation.

The City is liable for the unlawful conduct and relief set forth above, directly, vicariously, and/or as indemnitor under Wis. Stat. § 895.46, to the extent that Officer Lor acted within the scope of his employment while carrying out his duties as a police officer or employee of the City.

Dated at Milwauke, Wisconsin this 10th day of October 2012

KASTER LAW

Lucas Kaster
735 W. Wisconsin Ave.
Twelfth Floor
Milwaukee, WI 53233
414-326-3279

Subscribed and sworn to before me
this 10th day of October, 2012.

Notary Public/State of Wisconsin
My Commission Expires: 6/19/16

II

4.7

R. O. No. 130- 12 - 13. By CITY CLERK. September 4, 2012.

Submitting a Notice of Injury of Annalee Kruger, pursuant to Wis. Stats. Sec. 893.80(1) regarding alleged injuries when a School Bus failed to yield the right of way when making a left turn, striking Ms. Kruger.

Finance

Cmte C.C.

Susan Richards
City Clerk

Claim # 10-12
Rec'd 8/28/12
Linda Long

August 27, 2012

NOTICE OF PERSONAL INJURY

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

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

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

NOTICE OF INJURY OF ANNALEE KRUGER, PURSUANT TO WIS. STATS. SEC. 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.

THE ABOVE-NAMED PARTIES, PLEASE TAKE NOTICE:

1. Annalee Kruger is an adult and resides at 11211 W. Talon Circle, Greenfield, WI 53228.

2. Annalee Kruger was injured due to the negligence of the above-named parties.

3. Circumstances of the injuries are as follows:

   On May 3, 2012 at approximately 11:43 a.m. in the City of Sheboygan, Sheboygan County, at the intersection of North 8th Street and Pennsylvania Avenue, 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. At the time of the accident the bus was transporting children from the Early Learning Center.

4. At all times material, the school bus was owned, operated and maintained by the above-named parties through their employees.

5. The driver, May I. Becker, was at all times an employee of the School District of Sheboygan, the County and/or City of Sheboygan.

6. The City of Sheboygan and/or the County of Sheboygan and the Sheboygan School District were negligent as to the hiring, training and supervision of their driver.

7. The driver, May I. Becker, was negligent as to lookout and as to management and control of the vehicle and failed to yield the right of way to a pedestrian in a walkway. Ms. Becker failed to exercise ordinary care in the operation of her vehicle. There was an assistant driver present and the two may have been talking and/or otherwise inattentive.

8. The City of Sheboygan and/or the County of Sheboygan and 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.

9. 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 fracture in her face. She is scheduled for a third surgery, this one for her 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.

10. At all times material, the above-named parties had actual notice of the incident and thoroughly investigated it. It was also investigated by the Sheboygan Police Department (see attached report).

11. This document is a Notice of Injury served on the above-named parties in compliance with Wisconsin law. This document is not a claim for damages. No claim for damages is made at this time.

Dated this 28th day of August, 2012.

CENTOFANTI LAW, SC
Attorneys for Annalee Kruger

By: _____
Kelly L. Centofanti
State Bar No. 1001274
Dawn L. Drellos
State Bar No. 1026247

P.O. ADDRESS:
10144 N. Port Washington Rd.
Suite F
Mequon, WI 53092
Telephone: (262) 241-1900
Facsimile: (262) 241-1910
E-mail: klc@centofantilaw.com

II

3.4

R. O. No. 74 - 12 - 13. By CITY CLERK. July 2, 2012.

Submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

Ignacio
new C.C.

Susan Richard
City Clerk

DATE RECEIVED 6/20/2012 Llong RECEIVED BY ~~Deborah Tomaro~~

CLAIM NO. ~~14-00828480~~ 7-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: UNITED AUTO PARTS LLC
2. Home address of Claimant: N/A
3. Home phone number: N/A
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 3/15/2012 10:37AM
6. Where did damage or injury occur? (give full description)
   Hit While parked Accident
7. How did damage or injury occur? (give full description)
   our Insured Vehicle was parked and was hit by Sheyboygan city worker
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: C12-05065 (Sheyboygan Police)
   (b) Claimant's statement of the basis of such liability:
   N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A
   (b) Claimant's statement of basis for such liability: N/A

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, RYAN SAZAMA

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

NO Injuries

11. Name and address of any other person injured: NO

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

Auto: $ 204.13

Property: $

Personal injury: $

Other: (Specify below deductible) $ 500.00

TOTAL $ 704.13

Damaged vehicle (if applicable)

Make: CHEVY Model: SONIC Year: 2012 Mileage: N/A

Names and addresses of witnesses, doctors and hospitals:

NO

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

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

City of Sheybaygan
driver: Brian Sandberg
1609 Parknoll Ln
Port Washington
WI 53074

SIGNATURE OF CLAIMANT _____ DATE _____

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 6/20/2012 RECEIVED BY Rebeka Tavarez

CLAIM NO. 1400828480

CLAIM

Claimant's Name: United Auto Parts LLC

Claimant's Address: N/A

N/A

Claimant's Phone No. N/A

Auto	$ 204.13
Property	$
Personal Injury	$
Other (Specify below)	$ 500.00 deduct
TOTAL	$ 704.13

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 704.13 .

SIGNED Rebeka S Tavarez DATE: 6/20/2012

ADDRESS: The Hanover Insurance Claims Only

P.O. BOX 15149 Worcester MA 01615-0145

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

Hanover Insurance Group

proof of payments

Check Details(Up to Financials (Total Incurred: $204.13): Checks)
SummaryTransactionsChecksFinancial Audit

Void/Stop

Check		M:
Check Number	05490189	Re
Bank Code		M:
In Payment Of	Appraised damages, less $500 deductible	
		Pa
	Robert's Rusch Autobody	Ch
Pay To The Order Of	AND UNITED AUTO PARTS LLC	Tr:
	1129 Indiana Ave	H(
	Sheboygan,WI 53081	Re
Primary Payee Name	Robert's Rusch Autobody	Pr
Joint Payee Name	UNITED AUTO PARTS LLC	Pr
Primary Payee Type	Vendor	W
Joint Payee Type	Named Insured	Ch
Payee Tax ID	39-0829344	Cr
Address	1129 Indiana Ave	Po
City	Sheboygan	Vc
State	WI	Re
Zip	53081	De
Net Amount	$204.13	To

Deduction Details		Nc
Gross Amount	$204.13	
Deductions	Deduction TypeCommentsAmount Sum:	
Details		Ap
Claimant	UNITED AUTO PARTS LLC	Da
Invoice Number		
Date of Service		
Service Description		

Payments

Pmt Type	Check Amount	Request Date	Scheduled Send Date	Exposure	PMS F
Final	$204.13	04/16/2012	04/16/2012	1	01

The Hanover Insurance Group | The Hanover Insurance Company
Citizens Insurance Company of America

Subrogation Unit
PO Box 15149
Worcester MA 01615-0149
Telephone: 800-628-0250 Ext: 5817
Fax Number: 508-926-5660

May 11, 2012

CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN WI 53081

Re: Our Insured: UNITED AUTO PARTS LLC
Claim Number: 14-00828480 001
Date of Loss: 03/15/2012
Your Insured: City of Sheboygan
Your File Number: self insured

Dear Sir or Madam:

Our investigation indicated the above incident was caused by the negligence of your insured.

Enclosed are subrogation papers documenting our request for reimbursement of the following outlined payments:

Mar 15, 2012

Our Payment:	204.13
Deductible:	500.00
Total Claim:	704.13

Please forward your payment in the amount of $704.13. RSTANACEA @ Hanover Com

Thank you for your cooperation in this matter.

Sincerely,
Rebeka Tanacea
Rebeka Tanacea
Recovery Specialist
Allmerica Financial Benefit Insurance Company
5817

RSTANACEA@hanover.com

Enclosures: **Appraisal/Estimate**

RECEIVED MAY 24 2012

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, ~~DAVE BIEBEL~~ Ryan Lazarz

04/16/2012 AT 01:51 PM 14-00-828480-1-1
103229 27NH4190

THE HANOVER INSURANCE GROUP
CENTRAL CLAIM CENTER
808 HIGHLANDER WAY
HOWELL, MI 48843
(800)628-0250X3287

ESTIMATE OF RECORD

WRITTEN BY: JENNIFER ROBERTSON 04/16/2012 01:51 PM
ADJUSTER: HILARY COPELAND (800)628-0250X6731

INSURED: UNITED AUTO PARTS LLC, CLAIM #14-00-828480-1-1
OWNER: UNITED AUTO PARTS LLC, POLICY #AW13168958
ADDRESS: 36 THIRD STREET DATE OF LOSS: 03/15/2012 AT 10:37 AM
FOND DU LAC, WI 54935 TYPE OF LOSS: COLLISION
BUSINESS: (920)923-7111 POINT OF IMPACT: 7. LEFT REAR

INSPECT PR NON_DRIVE_IN
LOCATION:

REPAIR ROBERT RUSCH BUSINESS: (920)452-8681
FACILITY: 1129 INDIANA AVE DAYS TO REPAIR
SHEBOYGAN, WI 53081 LICENSE #

2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:
VIN: 1G1JA6SH8C4113935 LIC: UNK WI PROD DATE: ODOMETER: UNK

AIR CONDITIONING	REAR DEFOGGER	TILT WHEEL
TELESCOPIC WHEEL	INTERMITTENT WIPERS	KEYLESS ENTRY
REAR WINDOW WIPER	ALARM	MESSAGE CENTER
TINTED GLASS	DUAL MIRRORS	TRACTION CONTROL
STABILITY CONTROL	REAR SPOILER	CLEAR COAT PAINT
POWER STEERING	POWER BRAKES	POWER LOCKS
AM RADIO	FM RADIO	STEREO
SEARCH/SEEK	EQUALIZER	AUXILIARY AUDIO CONNECTIO
ANTI-LOCK BRAKES (4)	DRIVER AIR BAG	PASSENGER AIR BAG
HEAD/CURTAIN AIR BAGS	FRONT SIDE IMPACT AIR BAG	REAR SIDE IMPACT AIR BAGS
COMMUNICATIONS SYSTEM	CLOTH SEATS	BUCKET SEATS
AUTOMATIC TRANSMISSION	ALUMINUM/ALLOY WHEELS	

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#		NO SUPPLEMENTS WITHOUT PRIOR APPROVAL FROM JEN ROBERTSON	1			
2#						
3		PILLARS, ROCKER & FLOOR				
4*	BLND	LT UNISIDE ASSY (STL) (SAIL PANEL)	* *		S	0.8*
5		REAR DOOR				
6	BLND	LT OUTER PANEL (STL)				1.1
7	R&I	LT BELT W'STRIP W/O CHROME			0.2	
8	R&I	LT RUN W'STRIP			0.2	
9	R&I	LT HANDLE, OUTSIDE			0.4	
10		QUARTER PANEL				

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
11	R&I	LT UPPER QTR TRIM			0.2	
12*	RPR	LT QUARTER PANEL			3.0*	2.6*
13		REAR LAMPS				
14	R&I	LT TAIL LAMP ASSY			0.4	
15		REAR BUMPER				
16*	R&I	R&I BUMPER COVER (DROP LEFT SIDE) * *			0.5*	
17#		CORROSION PROTECTION	1	10.00		
		SUBTOTALS ==>		10.00	4.9	4.5

ESTIMATE NOTES:
FOR PAYMENT INQUIRIES PLEASE CONTACT ADJUSTER HILARY COPELAND X 6731

PARTS			10.00
BODY LABOR	4.9 HRS	@$ 54.00/HR	264.60
PAINT LABOR	4.5 HRS	@$ 54.00/HR	243.00
PAINT SUPPLIES	4.5 HRS	@$ 34.00/HR	153.00
SUBTOTAL			$ 670.60
SALES TAX	$ 670.60	@ 5.0000%	33.53
TOTAL COST OF REPAIRS			$ 704.13
ADJUSTMENTS:			
DEDUCTIBLE			500.00
TOTAL ADJUSTMENTS			$ 500.00
NET COST OF REPAIRS			$ 204.13

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR1CJ12, CCC DATA DATE 04/02/2012, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. THE SYMBOL (<>) INDICATES THE REFINISH OPERATION WILL NOT BE PERFORMED AS A SEPARATE PROCEDURE FROM THE OTHER PANELS IN THE ESTIMATE. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORED PARTS ARE DESCRIBED AS RECOR. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2012 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PART NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP. THE FOLLOWING IS A LIST OF ADDITIONAL ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED. SYMBOLS FOLLOWING PART PRICE: M=MOTOR MECHANICAL COMPONENT. S=MOTOR STRUCTURAL COMPONENT. T=MISCELLANEOUS TAXED CHARGE CATEGORY. X=MISCELLANEOUS NON-TAXED CHARGE CATEGORY. SYMBOLS FOLLOWING LABOR: D=DIAGNOSTIC LABOR CATEGORY. E=ELECTRICAL LABOR CATEGORY. F=FRAME LABOR CATEGORY. G=GLASS LABOR CATEGORY. M=MECHANICAL LABOR CATEGORY. S=STRUCTURAL LABOR CATEGORY. (NUMBERS) 1 THROUGH 4=USER DEFINED LABOR CATEGORIES. OTHER SYMBOLS AND ABBREVIATIONS: ADJ.=ADJACENT. ALGN.=ALIGN. ALU=ALUMINUM. A/M=AFTERMARKET PART. BLND=BLEND. BOR=BORON STEEL. CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION. COMP REPL=COMPETITIVE REPLACEMENT (PART). D&R=DISCONNECT AND RECONNECT. HSS=HIGH STRENGTH STEEL. HYD=HYDROFORMED STEEL. INCL.=INCLUDED. LKQ=LIKE KIND AND QUALITY. LT=LEFT. MAG=MAGNESIUM. NON-ADJ.=NON ADJACENT. NSF=NSF INTERNATIONAL CERTIFIED PART. O/H=OVERHAUL. QTY=QUANTITY. QUAL RECY=QUALITY RECYCLED (PART). QUAL REPL=QUALITY REPLACEMENT(PART). REFN=REFINISH. REPL=REPLACE. R&I=REMOVE AND INSTALL. R&R=REMOVE AND REPLACE. RPR=REPAIR. RT=RIGHT. SAS=SANDWICHED STEEL. SECT=SECTION. SUBL=SUBLET. UHS=ULTRA HIGH STRENGTH STEEL. N=NOTE(S) ASSOCIATED WITH THE ESTIMATE LINE.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE USED IN CCC PATHWAYS THAT ARE NOT PART OF THE MOTOR CRASH ESTIMATING GUIDE: BAR=BUREAU OF AUTOMOTIVE REPAIR. EPA=ENVIRONMENTAL PROTECTION AGENCY. NHTSA=NATIONAL HIGHWAY TRANSPORTATION AND SAFETY ADMINISTRATION. PDR=PAINTLESS DENT REPAIR. VIN=VEHICLE IDENTIFICATION NUMBER.

ESTIMATE OF RECORD
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD:	AUTOMATICALLY LIST
NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE:	0
NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE:	0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD:	AUTOMATICALLY LIST
NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE:	0
NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE:	0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD:	AUTOMATICALLY LIST
NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE:	0
NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE:	0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE:	0
NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE:	0

VI

6.1

R. C. No. 393 - 11 - 12. By SPECIAL COMMITTEE ON RISK MANAGEMENT. April 16, 2012.

Your Committee to whom was referred the following:

accd on 5/21/12

1. R. C. No. 444-10-11 by Special Committee on Risk Management submitting various claims;

2. R. O. No. 273-11-12 by the City Clerk submitting a claim from Elaine Arpke for alleged injuries when she fell at the Sheboygan Senior Activity Center;

3. R. O. No. 379-11-12 by the City Clerk submitting a communication from Atty. William S. Cole being a Notice of Claim in the matter of the Sheboygan River Dredging Project; and

4. R. O. No. 334-11-12 by the City Clerk submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Sect. 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works;

recommends that the documents be referred to the Special Committee on Risk Management of the new Common Council.

Risk Mgmt Cte new CC

Julie Kath DH

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

15-30

R. O. No. 273 - 11 - 12. By CITY CLERK. November 7, 2011.

Submitting a claim from Elaine Arpke for alleged injuries when she fell at the Sheboygan Senior Activity Center.

Rick
refer to
new C.C

Susan Richards
City Clerk

DATE RECEIVED 10-21-4 RECEIVED BY L Long

CLAIM NO. 22-10

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: ELAINE M ARPKE
2. Home address of Claimant: 915 BROADWAY ST APT 23 SHEBOYGAN FALLS
3. Home phone number: 467-2085
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) AUG 8th 1:00 PM
6. Where did damage or injury occur? (give full description) SHEBOYGAN Senior Center Fell Bruises inside Right Knee
7. How did damage or injury occur? (give full description) WALKED UP TO DOOR TO PARKING LOT AS I OPENED DOOR I FOUND MYSELF FLAT ON MY BACK
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: _____

CC: ATTY'S OFFICE, JIM AMODEO, WENDY SCHMITZ, LAURIE SUHRKE, WM. BITTNER, DAVE BIEBEL

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").

Right side of my Body didn't go To Doctor Right AWAY But its STILL hurting And went To DR

11. Name and address of any other person injured: GAESTNer AT SHEBOYGAN ORTHOPEDICS AND Therapy

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

Auto: $_____

Property: $_____

Personal injury: $_____

Other: (Specify below $_____

TOTAL pending

Damaged vehicle (if applicable)

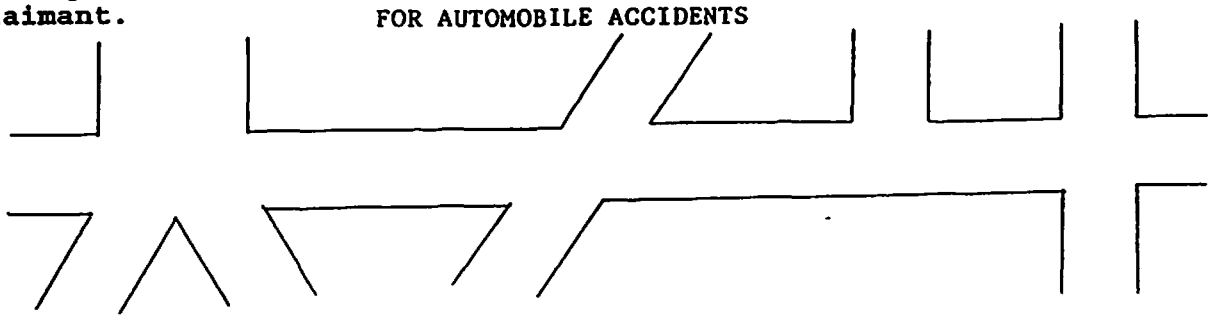
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

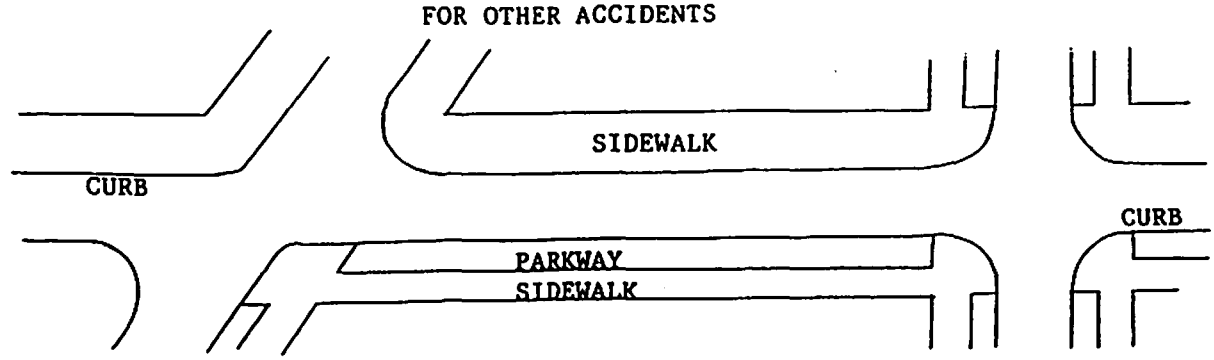
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Elaine Cripke Date: 10/27/2011

DATE RECEIVED 10-27-11 RECEIVED BY Klang

CLAIM NO. 22-11

CLAIM

Claimant's Name: ELAINE M ARPKE

Claimant's Address: 915 BROAD WAY ST
SHEBOYGAN FALLS

Claimant's Phone No. 467-2085

Auto $

Property $

Personal Injury $

Other (Specify below) $

TOTAL Pending

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

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

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

SIGNED: Elaine M Arpke DATE: 10/27/2011

ADDRESS: 915 BROAD WAY APT 33
SHEBOYGAN FALLS

II

3.3

R. O. No. 379 - 11 - 12. By CITY CLERK. March 5, 2012.

Submitting a communication from Atty. William S. Cole being a Notice of Claim in the matter of the Sheboygan River Dredging Project.

Rule to refer to new C.C.

Susan Richards
City Clerk

Claim # 30-11
Louis S Long
FEB 23 '12 AM 11:42

WILLIAM S. COLE
Attorney at Law
2945 Triverton Pike Drive, Suite 101
Fitchburg, WI 53711-7508

Phone: (608) 221-0079 wcole@execpc.com Fax: (608) 221-7335

February 27, 2012

Ms. Julie Glancey
County Clerk
Sheboygan County
Administration Bldg.
1st Floor - Rm. 129
508 New York Ave.
Sheboygan, WI 53081

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE

Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
& PERSONAL SERVICE

RE: Notice of Claim – Sheboygan River Dredging Project

Dear Ms. Glancey and Ms. Richards:

On behalf of the identified claimant, enclosed please find a notice of claim pursuant sec. 893.80 of the Wisconsin Statutes.

Very truly yours,

William S. Cole

WSC:oc
Enclosure

cc: Mr. Charles Grosskreutz (w/ encl.)

CC: ATTY'S OFFICE, JIM AMODEO, CHAD PELISHEK, LAURIE SUHRKE

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO SECTION 893.80, WIS. STATS.

TO: Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

&

Ms. Julie Glancey
County Clerk
Sheboygan County
Administration Building
1st Floor – Room 129
508 New York Avenue
Sheboygan, WI 53081

CLAIMANTS: Charles Grosskreutz
W33320 Twinkle Lane
Sheboygan Falls, WI 53085

PLEASE TAKE NOTICE that the above referenced claimant, by their attorney, William S. Cole, states the following circumstances giving rise to a claim against the City of Sheboygan, Wisconsin; Sheboygan County; and certain of their officials to be later identified through discovery:

1. Recent media sources have reported the City of Sheboygan and Sheboygan County will undertake a public construction project whereby contaminated sediment will be removed from the Sheboygan River and trucked to a landfill.

2. Upon information and belief, the project will be funded by funds provided by the Environmental Protection Agency, the Wisconsin Department of Natural Resources, Sheboygan County, the City of Sheboygan, and private entities, including the Wisconsin Public Service Corporation.

3. Upon information and belief, Sheboygan County intends to contract out its highway department to construct the landfill, grade the landfill to cover the dredged material and perform other work pertaining to the dredged material.

4. Upon information and belief, the above described work to be performed by the Sheboygan County highway department was not put out for public bid.

5. The work described in paragraphs 1 and 3 above constitutes a public construction project within the meaning of section 62.15 of the Wisconsin Statutes and, therefore, all contracts for any work performed on said project must be let to the lowest responsible bidder by the City of Sheboygan.

6. The work described in paragraphs 1 and 3 above constitutes a public work within the meaning of section 59.52(29) of the Wisconsin Statutes and, therefore, all contracts for any work must be let to the lowest responsible bidder by Sheboygan County.

7. The work described in paragraph 3 above is beyond the legal authority granted to Sheboygan County under Chapter 59 of the Wisconsin Statutes to undertake.

8. The work described in paragraph 3 above is beyond the legal authority granted to the Sheboygan County highway department under Chapter 83 of the Wisconsin Statutes to perform.

9. Sheboygan County and the Sheboygan County highway department are specifically prohibited from performing the work described in paragraph 3 above by section 66.0901(11) of the Wisconsin Statutes because a private party is financing the work, or a portion thereof.

10. Upon information and belief, the employees performing the work to be performed by the Sheboygan County highway department will not be paid wages as required by the State of Wisconsin Prevailing Wage Law (sections 66.0903 and 103.49) and the federal Davis-Bacon Act.

11. For the above reasons, the work described in paragraphs 1 and 3 above may not be performed by Sheboygan County or the Sheboygan County highway department and must be let by contract to the lowest responsible bidder. Further any individuals performing such work must be paid wages in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

WHEREFORE, the above claimants request the contract for the work described in paragraph 3 above be let by contract to the lowest responsible bidder and all individuals performing such work be paid in compliance with the State of Wisconsin Prevailing Wage Law and the federal Davis-Bacon Act.

Dated: February 27, 2012

LAW OFFICE OF WILLIAM S. COLE LLC

By: _____
William S. Cole
State Bar No. 1011623
Attorney for the Claimant

2945 Triverton Pike Dr., Ste. 101
Fitchburg, WI 53711
(608) 221-0079
(608) 221-7335 FAX
wcole@execpc.com

II

19-10

R. O. No. 334 - 11 - 12. By CITY CLERK. January 3, 2012.

Submitting a Written Notice of Circumstances giving rise to Claim and Claim pursuant to Section 893.80(1)(a), Wis. Stats. (1995-96) in the matter of Mr. Gary Niemann of the City of Sheboygan Department of Public Works.

Date

refer to new C.C.

Susan Richards
City Clerk

Claim # 26-11

WRITTEN NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM AND CLAIM PURSUANT TO SECTION 893.80(1)(a), WIS. STATS. (1995-96)

TO: Ms. Sue Richards
City Clerk
City of Sheboygan
828 Center Avenue
Suite 304
Sheboygan, WI 53081

Process Server: Bruce Lemmer
Time: 12:40 pm Date 12/27/11
Address of serve 828 Center Avenue Suite 304 Sheboygan, WI 53081
Person Served: Linda Lang Deputy Clerk

Mr. Gary Niemann
c/o City of Sheboygan Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

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

NOTICE OF CIRCUMSTANCES OF CLAIM as required by Sec. 893.80(1)(a), Wis. Stats. (1995-96), is hereby given to the City of Sheboygan that Jaime Olivas suffered personal injuries and wrongful death and has a claim therefore under the following circumstances:

1. That Jaime Olivas was an adult residing at 2216A Kroos Court, Sheboygan, Wisconsin 53081.

2. That on the 29th day of November, 2011, at approximately 8:50 a.m. Mr. Olivas was crossing North 6th Street in the City of Sheboygan, Wisconsin when he was struck and killed by a leaf collector truck operated by Gary Niemann.

3. That the City of Sheboygan was negligent for wrongful death of Jaime Olivas.

PLEASE TAKE NOTICE that this is a **Notice of Circumstances of Claim**, Sec. 893.80(1)(a), Wis. Stats. (1993-94). It is not a claim under Sec. 893.80(1)(b), Wis. Stats. (1995-96). Therefore, there is nothing for the City of Sheboygan to allow or disallow with respect to this document. There is no requirement that the Estate of Jaime Olivas file a claim, as opposed to a **Notice of Circumstances of Claim**, within 120 days of November 29, 2011. See Figgs v. City of Milwaukee, 121 Wis.2d 44, 357 N.W.2d 548 at 552 (1984).

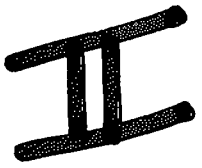
Dated this 21 day of December, 2011.

MAILING ADDRESS:
The Law Offices of David J. Lisko, S.C.
14170 W. Greenfield Avenue
Brookfield, WI 53005
(262) 785-9400

LAW OFFICES OF DAVID J. LISKO S.C
Attorneys for Jaime Olivas (Deceased)
Estate of Jaime Olivas

David J. Lisko
State Bar No. 1005056

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, DAVID BIEBEL



3.6

R. O. No. 245- 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

From new C.C

Susan Richards
City Clerk

DATE RECEIVED 1-14-13 RECEIVED BY LS Schaefer

CLAIM NO. 26-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

P.3

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: CLIFFORD D. EHRENREICH
2. Home address of Claimant: P.O. BOX 731, SHEBOYGAN, WI 53082
3. Home phone number: 920.452.2504
4. Business address and phone number of Claimant: (SEE ABOVE)
5. When did damage or injury occur? (date, time of day) 9.15.12 / 9.16.12 (10P.M. TO 2A.M.)
6. Where did damage or injury occur? (give full description) AT THE ENDZONE, (SIDEWALK AREA) 904 INDIANA AVE., SHEBOYGAN, WI
7. How did damage or injury occur? (give full description) DUE TO EXCESSIVE FORCE RESULTING FROM MISUNDERSTANDING WITH POLICE/ENDZONE PERSONNEL, [PLEASE SEE ATTACHED SHEETS P.1 & P.2]
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: SHEBOYGAN POLICE OFFICER(S) / OTHERS
   (b) Claimant's statement of the basis of such liability: DUE TO PHOTOGRAPHIC MEDICAL EVIDENCE / INJURIES. [PLEASE SEE ATTACHED SHEETS]
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: THE ENDZONE / SIDEWALK AREA.
   (b) Claimant's statement of basis for such liability: PLEASE SEE ATTACHED SHEETS, [P.1, P.2, MORE]

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES"). P.4

HEAD, ARMS, LEG (BACK, SHOULDER) INJURIES, CONTUSIONS, HEMOTOMA, BROKEN WRIST (SCAPHOID) AND STITCHES. [PLEASE SEE ATTACHED SHEETS, P.1, P.2, MORE.]

11. Name and address of any other person injured: N.A.

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

Auto: $_____

Property: $_____ (AMOUNTS ACCRUING)

Personal injury: $_____ x - PENDING

Other: (Specify below $_____

Total x

Damaged vehicle (if applicable)

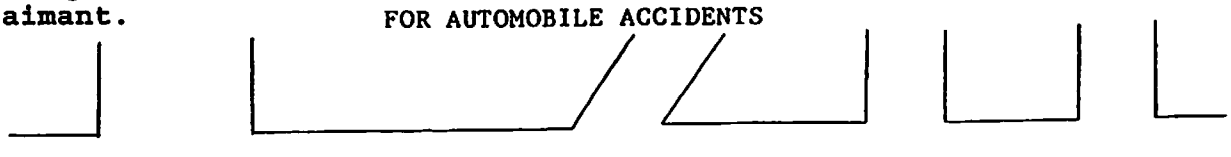
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

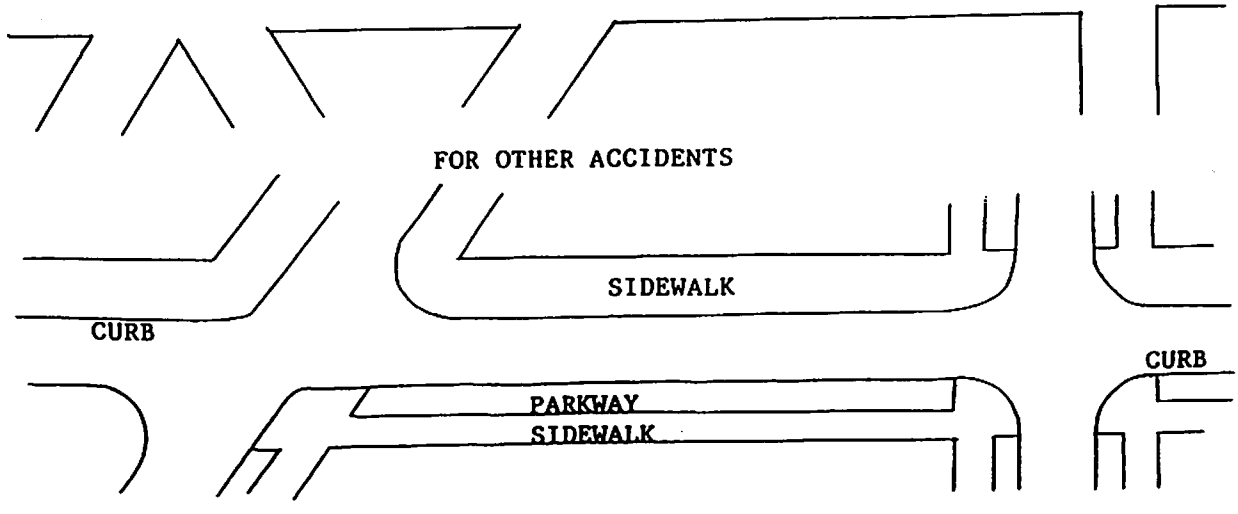
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Clifford Clemmer Date: 1.10.13

DATE RECEIVED 1-14-13 RECEIVED BY L S Schroeder

CLAIM NO. 26-12 P.5

CLAIM

Claimant's Name: Cliff D. Ehrenreich

Claimant's Address: P.O. Box 731
Sheboygan, WI 53082

Claimant's Phone No. 920·452·2504 <OR> 920·698·1381

Auto $

Property $

Personal Injury $ [PENDING]

Other (Specify below) $

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

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

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

*=ALL DAMAGES ASSOCIATED WITH THE INJURIES WHICH ALSO INCLUDE THOSE ASSOCIATED WITH THE GATHERING OF EVIDENCE, COPIES, EXCULPATORY, MEDICAL, LEGAL, OTHER. CLAIM FOR RELIEF IS STILL ACCRUING, PENDING,

SIGNED: Cliff Ehrenreich DATE: 1.10.13

ADDRESS: P.O. Box 731, Sheboygan, WI 53082

Wisconsin Department of Justice
DJ-LS-25 (Rev. 2/11)

TO: CITY CLERK SHEBOYGAN (P.2)

STATE OF WISCONSIN
NOTICE OF INJURY AND CLAIM
Pursuant to Wis. Stat. Section 893.82

This notice must be served upon the Attorney General by certified mail within 120 days of the event giving rise to the claim for such injury, damage or death at 114 East, State Capitol, Madison, Wisconsin 53707-7857.

Claimant's Name	
CLIFF D. EHRENREICH	
Address	**Phone**
P.O. BOX 731, SHEBOYGAN, WI 53082	920·452·2504
Time and Date of Occurrence	**Location**
9·15·12 / 9·16·12 [BETWEEN 10P.M, TO 2A.M.]	IN FRONT OF ENDZONE [SIDEWALK AREA] 904 INDIANA AVE., SHEBOYGAN, WI

Statement of Circumstances Giving Rise to the Claim for Such Injury, Damage or Death and Names of Persons Involved, Including Name(s) of State Officer(s), Agent(s) or Employee(s).

ON THE ABOVE INDICATED TIME, DATE, AND PLACE, I WAS PUSHED & ASSAULTED SEVERAL TIMES. THIS OCCURED AS A RESULT OF A MISUNDERSTANDING AND RESULTING ACTION ON THE PART OF THE BAR OWNER OF THE ESTABLISHMENT AND THE SHEBOYGAN POLICE DEPARTMENT. (PAT) (OTHERS) THE OFFICERS, MENTIONED IN THE POLICE REPORT, PRESENT AT THE TIME OF INCIDENT WERE BRANDON KEHOE, M. STELTER, AND RYAN WALLOCH. AS A RESULT OF THIS, I HAD SUSTAINED A BROKEN WRIST (SCAPHOID), SEVERE HEAD LACERATIONS (AT LEAST 7 STITCHES REQ'D. DOWN TO SKULL), HEMOTOMA (BRAIN CLOT, BLOOD), AND MULTIPLE CONTUSIONS OVER ARMS, LEGS, AND HEAD. THESE INJURIES RESULTED IN SURGERY. AT THE TIME OF THIS, THERE IS (BACK, SHOULDER, OTHERS ALSO)

(If additional space is needed, continue on backside of this notice form.) * [OVER - P.2] →

* NOTE: → [ALSO SEE ATTACHED SHEETS.]

I certify that the above-described injury, damage or death actually occurred, that I have read the above foregoing notice of injury and claim, and that the same is true to my own knowledge except as to those matters stated upon information and belief and as to those matters, I believe the same to be true.

Date: 1·10·13

Signature of Claimant

Subscribed and sworn to before me

this _____ day of _____, 20____.

_____
Notary Public, State of Wisconsin

My Commission: _____

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDEN

AT THE TIME OF THIS WRITING I STILL HAVE NOT ATTAINED FULL USE OF THE HAND. I HAVE INCURRED HUGE EXPENSES AND TOTALLY LOST MY INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY. UNDER ACTION 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK
ROOM 100
828 CENTER AVE,
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

SINCERELY,

CLIFF D. ERTENREICH

6497

APS Cassette No. / Twin Check

Sign up at Walgreens.com/email for special photo deals and coupons!

1000

Ehrenreich, Carol 514285
(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 24 exp
1HR

09/17/12 02:26 PM Store #6570
ARDITH

PICKUP TIME: 09/17/12 03:44 PM

4 90015142850

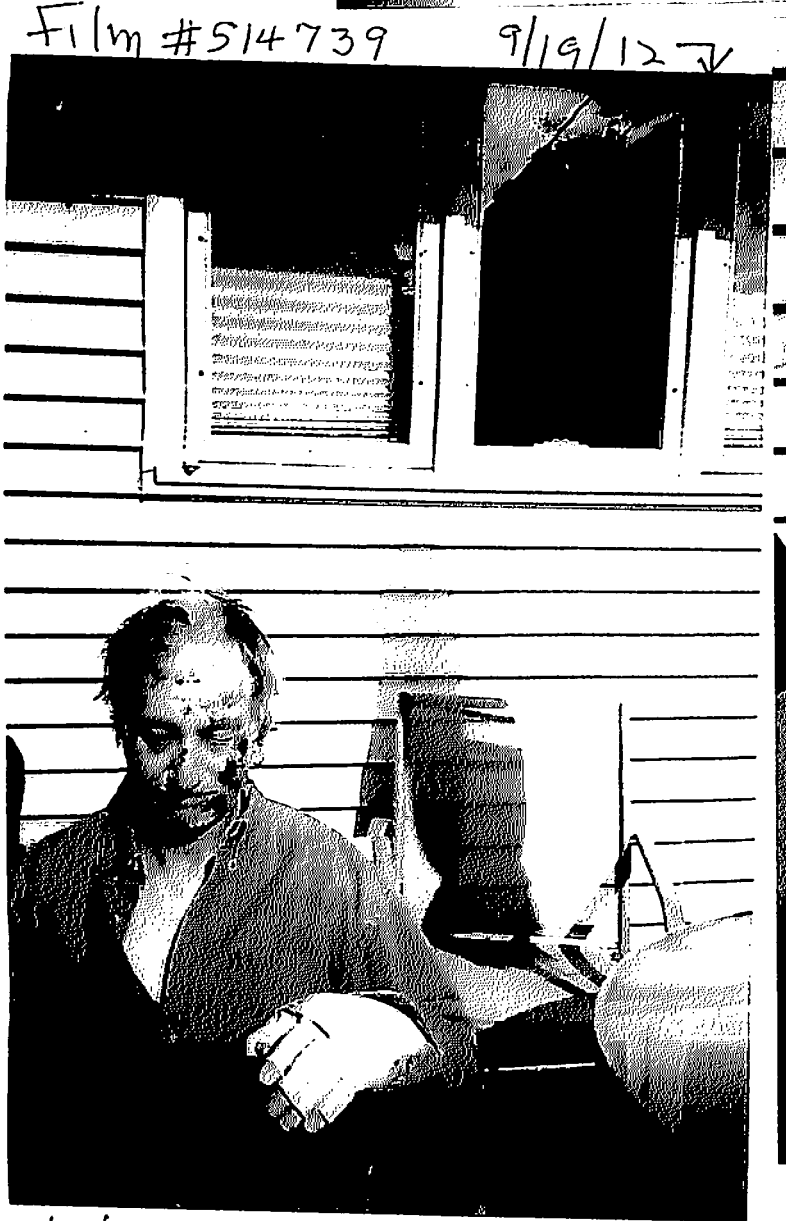
$13.98

ONE HOUR



Photo date: 9/17/12 Monday

Film #514739 9/19/12





Wednesday 9/19/12

Photo 9/19/12 After appointment with Dr. DeRoos, Orthodontics. New soft tissue blood matted hair,

Photo Date:
9/16/12 Sunday
8:30 am

Leg abrasions.



forehead- stitched laceration, abrasions, contusions, left scaphoid wrist fracture in soft cast, blood soaked shirt, bloodmatted hair, egg bump, etc
~~left~~ brain hematoma

pg #1

9/16/12 Sunday 8:30 am
blood soaked shirt, blood matted hair, 7 stitches to forehead laceration, scaphoid left wrist fracture, etc.





cliff's blood
exterior
Sidewalk at
The End Zone
Sports Bar

Incidenton
9/15/12 arou
11 pm - 11:30p
assault by
Sheboygan
Police Offic

Film
#514244

9/16/12 9am Photo of Cliff's parallel parked car.

#2



Photo date 9/16/12 9am Sunday / Cliff's blood on sidewalk next to exterior wall of End Zone where incident occurred on 9/15/12 (Saturday) about midnight or 11:30pm approximately.



Pg #6

same day pickup Create assorted ... and pick them up – all in the same day.*

• Collage Prints • Ph... • Posters • Photo Cards

Sign up at Walgreens.com/email for special photo deals and coupons!

1109

Ehrenreich, Carol 514739
(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 27 exp
1HR

09/29/12 06:53 PM Store #6570
AMANDA

PICKUP TIME: 09/29/12 02:24 PM

4 90015147390 0

48

ONE HOUR

$13.99

Photo date: 9/16/12 9am Sunday

The End Zone Sports Bar Entrance, site of Cliffs' assault by officer 9/15/12.

(pg#3)



(Cliff's Blood)

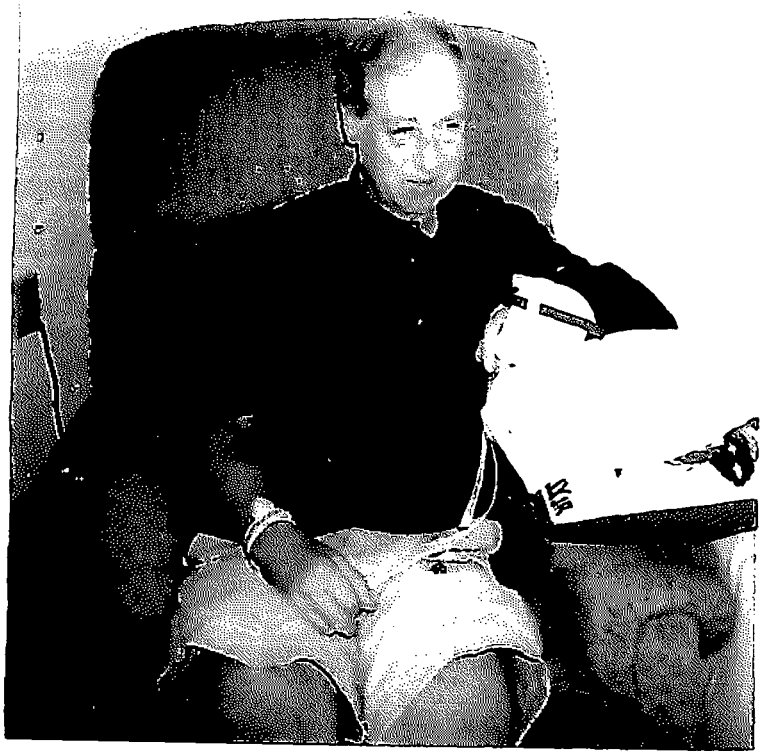


Photo date 9/16/12 Sunday

Entrance to The End Zone Sports Bar

904 Indiana Ave.

stitches removed 9/21/12
left forehand laceration
none from hospital
3rd soft cast
photo date: 9/25/12
surgery 9/25/12





9/25/12 After Surgery at Plymouth Aurora Surgical center- Pin Screw to hold broken bones

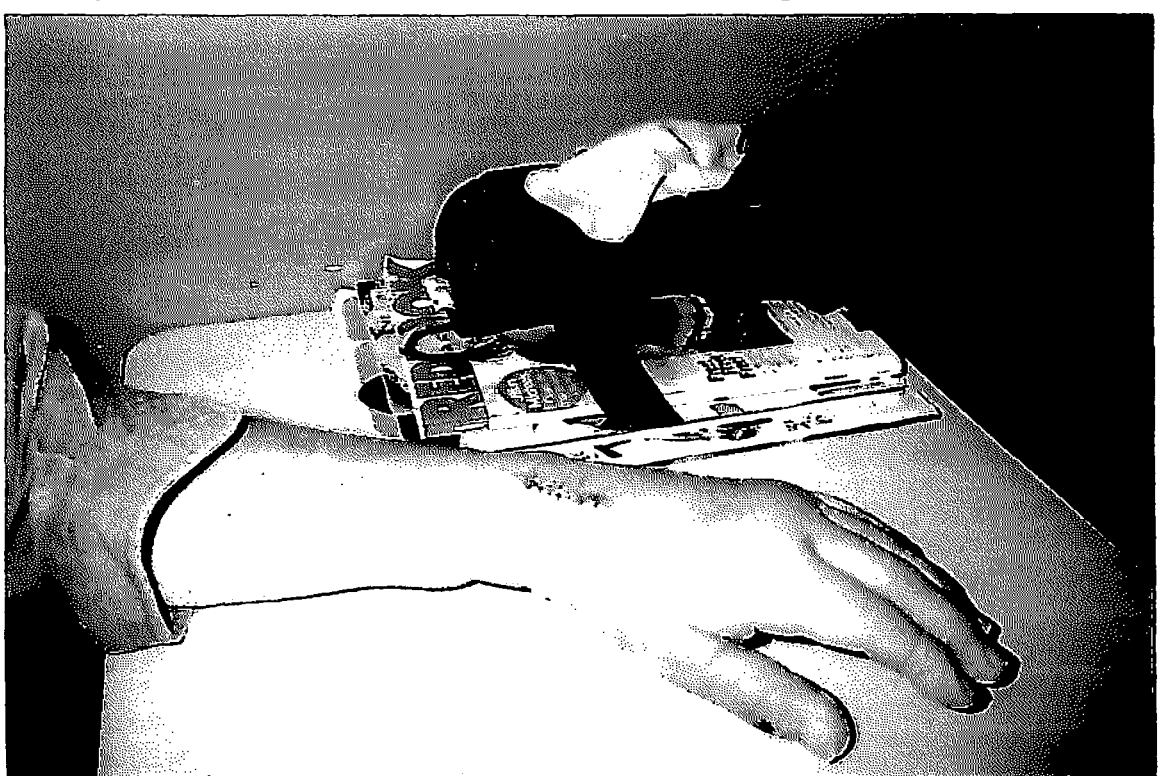


Leg abrasions

Film 516526 Photo date 10/23/12
Sports Medicine - occupational therapy
Aurora Sheboygan Memorial Hospital
on 10/15/12 wrist stitches removed at Dr. DeRoos appointment.



10/15/12 occupational therapy after stitches removed.

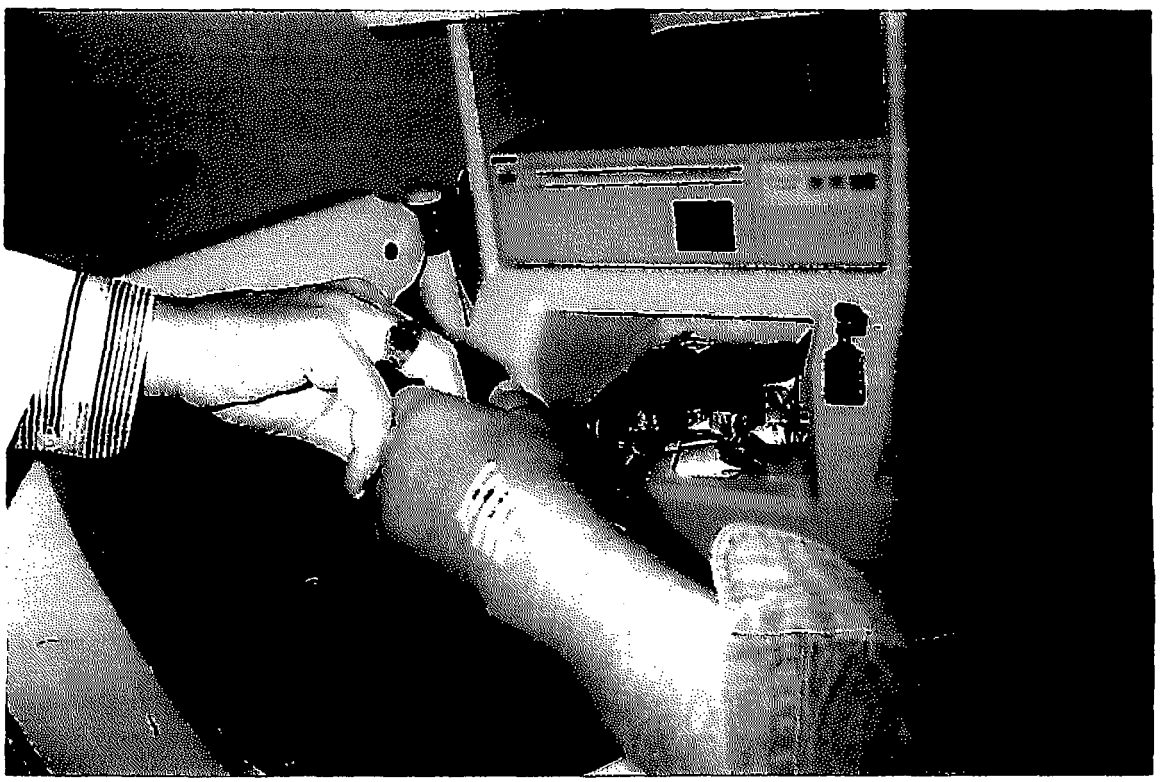


10/25/12 occupational therapy - 2 times a week.
continued through December -
end of year (pending Dr. appointment.

film 216-16
Photos Follow up Nov. 5 with Dr. DeRoos
xrays, new glove, swollen hand



Dr DeRoos Xraying Cliffs hand; check pin and bones.



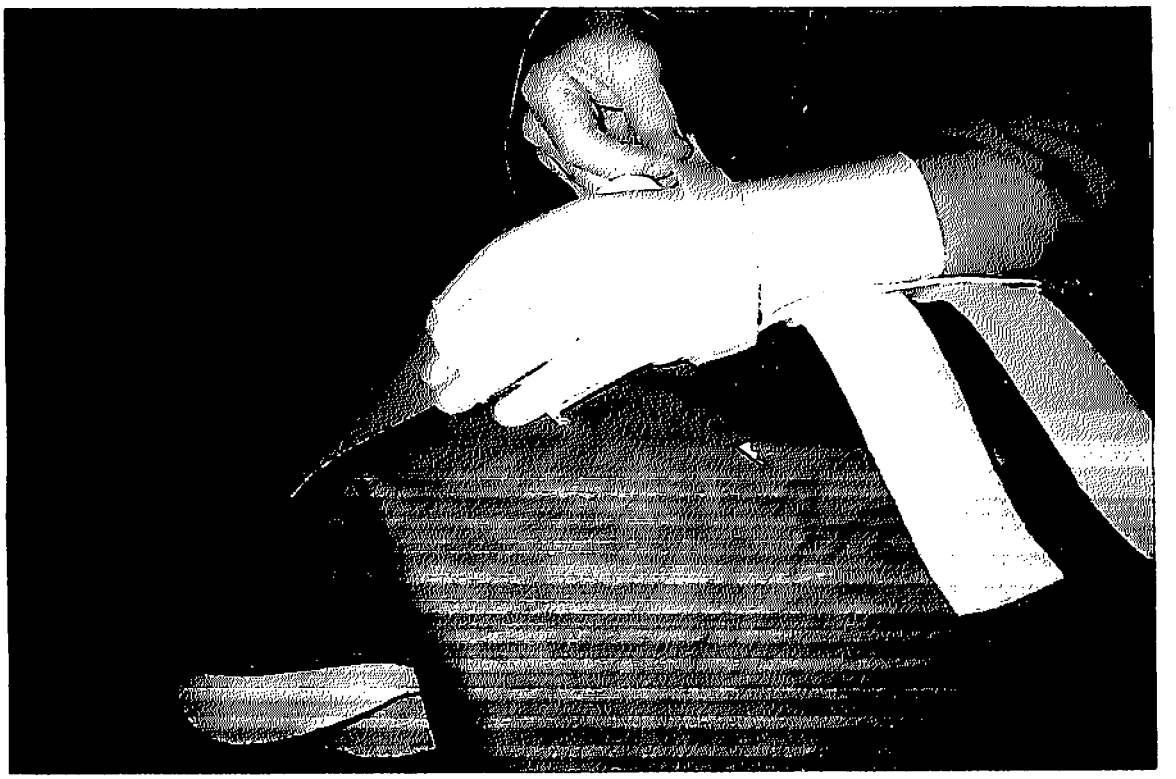
Film 5126526 New Glove
Nov. 2012

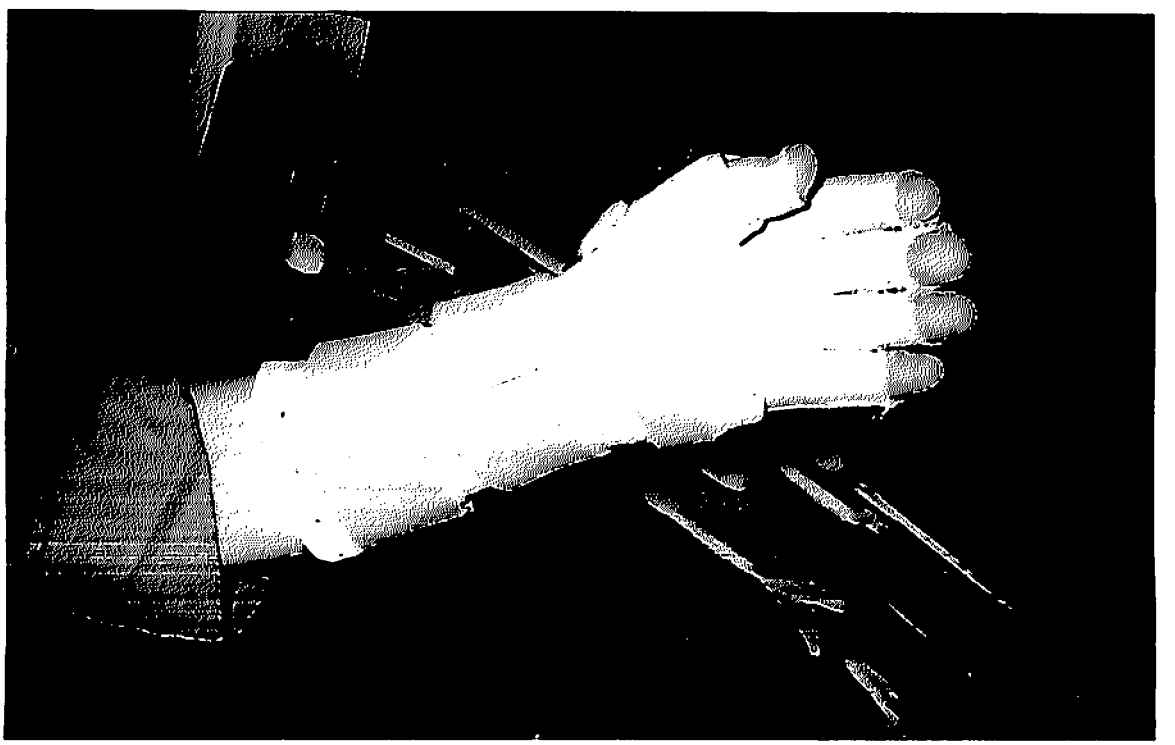




Left hand swollen.

Photo date Nov. 2012
New soft cast

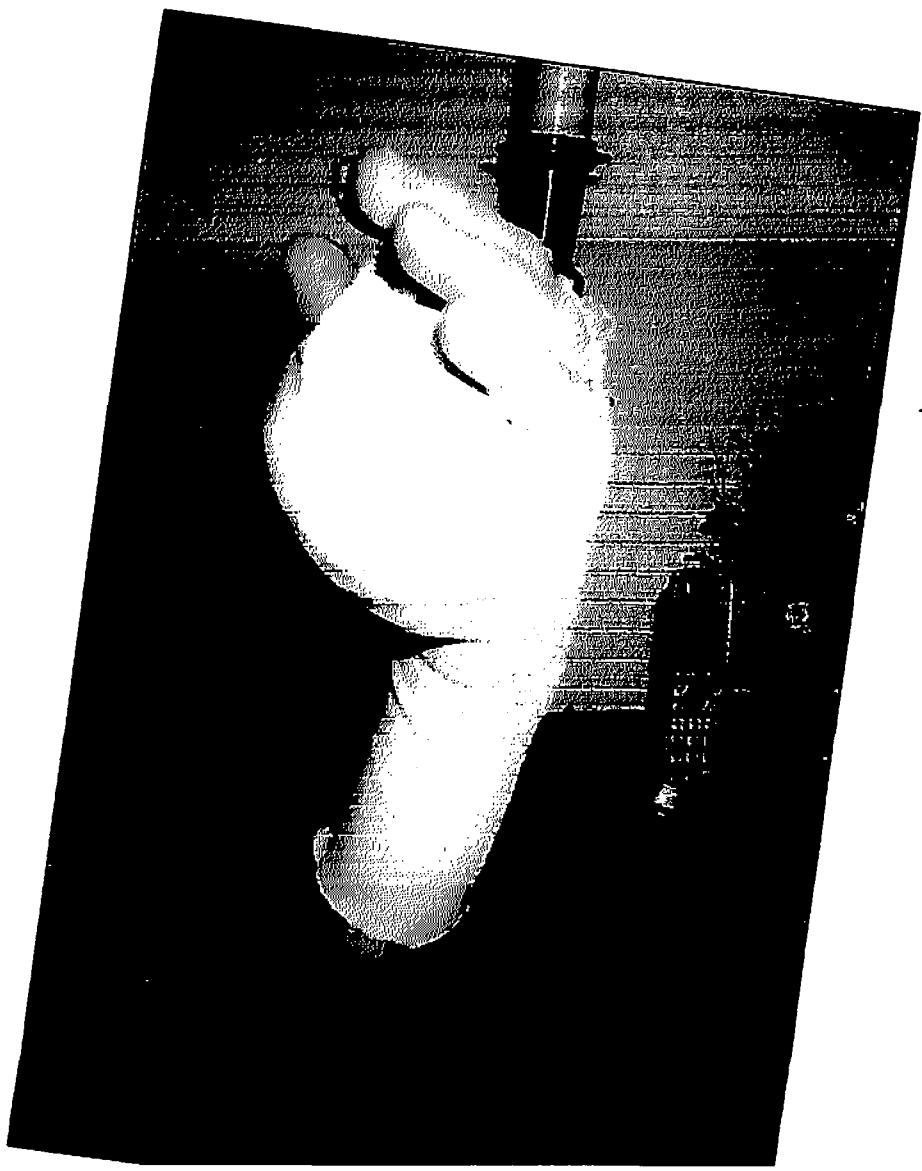




Nov. 2012

Swollen left hand





Home Therapy

Photo date: 9/19/12 Wednesday film 514739

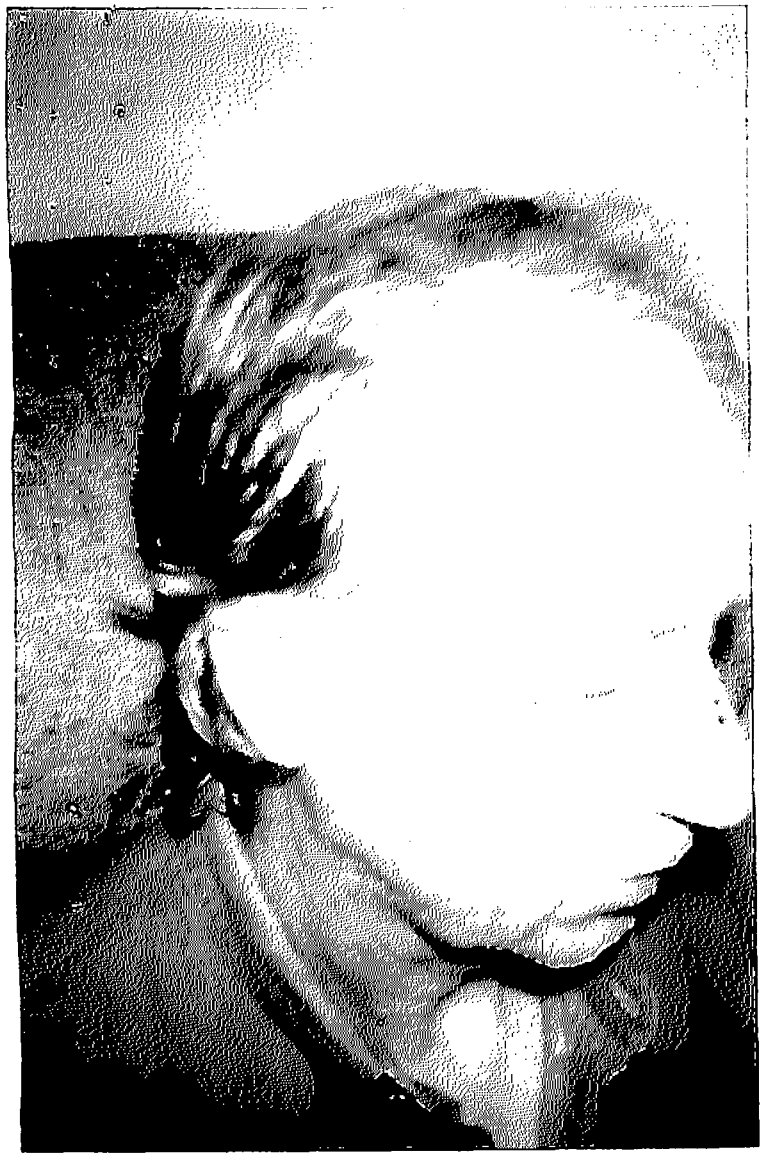






Photo date 11/5/12





II

4.4

R. O. No. 286 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a claim from Denise K. Roberts for alleged injuries sustained when she slipped on ice in front of the Police Department

Finance
pw CC

Susan Richards
City Clerk

DATE RECEIVED 2-28-13 RECEIVED BY Schneider

CLAIM NO. 32-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Denise K. Roberts
2. Home address of Claimant: 1374 Thurah St.
3. Home phone number: (920) 445-1745
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 12-29-12
6. Where did damage or injury occur? (give full description) Police Dept. in Sheboygan
7. How did damage or injury occur? (give full description) I hurt my leg + back + were a Cast for almost 2 mo.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: NA

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

Scanned 3/28/13

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMAGALSKI, LAURAESUHRKE

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").

I got in my accident at the Shelbyville Police dept. + When I was at the hospital they took records

11. Name and address of any other person injured: my Sister Lisa Gall helping up. But No Pain

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

Auto:	$ NA
Property:	$ NA
Personal injury:	$ My leg
Other: (Specify below	$ for 2 mo, I Can't do my housework
TOTAL	$

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

My left leg is Still in Pain

SIGNATURE OF CLAIMANT Denise K. Roberts DATE 2-25-13

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 2-28-13 RECEIVED BY L Schrader

CLAIM NO. 32-12

CLAIM

FEB 28 '13 PM 1:42

Claimant's Name: Denise K. Roberts

Claimant's Address: 1374 Thrush St.
Green Bay WI. 54303

Claimant's Phone No. 920-445-1445

Auto	$ NA
Property	$
Personal Injury	$
Other (Specify below)	$ ✓
TOTAL	$

I just want my Bills to be Paid + me to

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 $_____.

All I want is some money for [redacted] me, when I cant do Nothing !!

When I refuse to get my Therapy bill I refuse to pay, I cant afford nothing

SIGNED Denise K. Roberts DATE: 2-25-13

ADDRESS: 1374 Thrush St.
Green Bay, WI. 54303

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

over

* bills, I Can't afford NO other bills

Denise Roberts
1374 Thunder St.
Green Bay, WI
54303

(920) 445-1745

2/15

Credit Management Control
RECOVERY SERVICES SINCE 1980

I Already paid Bellin hosp. 70.23 Can I have my money Back? My Accident was Dec. 29th, I Barely did any house work, I THINK I deserve money Back for Almost 2 MO.

I haven't got my Therapy bill yet! When I get it, Im gonna send it to you., I live on Social Security, After my house Pmt +

www.creditmgt.com
Waukesha • 866.891.7579 • Fax: 262.542.6601
Green Bay • 866.844.2387 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

12/29 Had to sleep on my Sofa Cause My Knee Couldn't handle the bed.

12-30 my left foot is in so much Pain

12-29 to 31 I slept on Sofa Cause

1-1-13 When I bell down my Nerves on my left thigh are in Pain

1-1-13 Ever since my Fall, my knee Snaps Almost 20 times a day

1-1-13 Housework

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Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

1-3-13 I came home on Tues., I can not do any house Work, It hurts my knee

1/3 I had to sleep on the couch

1/4 Im going to see my Dr.

1/3 My hole left leg is in Pain + fell asleep

1/3 4PM I have to keep my Left knee bent I Can Not go Strait

1/5 4pm, I slept most of the day A Nurse said - My legs healing

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Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/5 I lost my housework work
I've been a week already
doing my Chore
M- Dishes, water a flower
T Two a Dishes
W Laundry, water a flower, Dishes
Th Sweep, wash 3 floors, Dishes +3
F water a flower
Sa. Dishes
Sun. Dishes

1/5 I slept on the couch
because a week already
I have to sleep on my back

1/6 My left leg my hole Thigh
is Shaking (inside, you can't see)
1/6 I have been taking Tylenol
every 4 hours - Its 4 times
It's gone - I had to by another Day

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Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/8 Went to
~~Went~~ get an MRI
had to Pay $40 for my ba
(Red Cross)

1/8 My house looks like
~~Shit~~ because I can't
no house work. My husband
hard at work - So I do Not Expect
him to Come home + work AGAIN
1/8 My thigh + Groin have been
in pain for 5 days
1/8 I forgot to write this - I ha
2 days, when My husband is gone
Work I have to take them out, w
they want to go out -
1/9 I have a regular Check up
on 1/15 So I Called and have m
Dr. Check ~~Thigh~~ thigh + groin

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Waukesha • 866.891.7579 • Fax: 262.542.6601
Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/9 I forgot to write this. Made supper for my husband since my Accident. I have Not

1/9 I forgot to write - Every Thursday I Vacume

1/10 I DID NOT Notice till this morning - I never looked before - My Right Elbow is Black & Blue,

1/10 I have Not slept in My bedroom for over 2 weeks because my Thigh & Groin Hurts

1/10 I have been taking Sleep-Aid pills every night since 1/13. I have about 50 left - when I Pay my on Social Security, I will

1/12 1st time to cut my hair + get Dressed

10/14 10:30 PM when can I sleep in my own Bed & Couch

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/15 I am almost Empty on my Tylenol AGain!! 24 tylenol 4 times a day.

1/16 My left thigh hurts SOOOOOO Bad.

1/16 I have 4 Tylenol left my Husband went to get me Nother tylenol.. This is my 3rd Tylenol. They are $3.99 each I live on Social Security & I'm BROKE.

1/17 3:38 AM I took a Sleep Aid pill at 1:30 AM when my husband came home and I'm Still sleeping on my Couch Yet - I am in PAIN!!

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Waukesha • 866.891.7579 • Fax: 262.542.6601
Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/19 I forgot to write this down, I Bought Tension Headache Pills on Wednesday I only used it 3 times already $4.99 - my leg hurts when I'm in pain. I get a headache.

1/20 Today I got dressed, and It took me 20-30 minutes, Every time I moved - It Hurted - I curled my hair in 3wks.

My sons Birthday is in 9 days. I can't go No where to give a present BECAUSE I'm in PAIN!!

1/21 I took Tension Pills 3 times already because I DON'T

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Waukesha • 866.891.7579 • Fax: 262.542.6601
Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/21 My knee Snapped & my left leg bell Down

1/22 I opend Another Tylenol I am going to Therapy Tomarrow-

1/24 I went to see a orthopediast and recommendered Therapy.

1/25 I went to a T herapist and he told me have to go 2 times a Week.

1/26 I have 4 Exercise to do 2 times a wk. and it hurts like HELL.....

I have to go to therapy 2 times a week and my Bus (Red Cross) Cost $3 a way, Im Broke. Its Expensive, but Social Security.

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Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/29 I Always forget to write this
I take a nap almost Everyday
BECause Imstill sleeping on the
Couch Im in Pain yet

1/28 Im taking another Sleeping
pill - I only have 4 left but
2 more day. They were $4.99 +
all I have left in my checking
to Social Security
US $8.46 until the 3rd. I Spent
Next mo, on the way to much of My Money
Because NO one Felt like Pulling
Some Salt onthe Ice.

1/30 Thanks to my Therapy, My
leg feels somewhat Better

Credit Management Control
RECOVERY SERVICES SINCE 1980

1/30 It's been over a month
Since I did Housework. I
CAN NOT afford a maid
and House looks like Shit!!

I have to keep going to
therapy, My Therapist
told me But I cant afford
it.

1/31 My Left leg hurts So bad!!
I'm My thigh!!

2/2 The hospital Came me a Brace
I wear it Almost Everyday But
today Till Day!!

www.creditmgt.com
Waukesha • 866.891.7579 • Fax: 262.542.6601
Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control
RECOVERY SERVICES SINCE 1980

2/3 I got a check for the hospital at Sheboygan and I REFUSE to pay for this. I got the bill from Green Bay & Medicare Payed 80% & I Payed the rest. I would Love to get Paid Back for the 70, that I didnt have to Pay. When I get the Bills from Therapy, I would Love to be Payed back, BECause if the Police would have Put Salt on the Ice, NO one would have had this [redacted] Problems

2/5 I opened another Sleeping Pills + Tylenol. when I got Therapy. And it to

Credit Management Con.
RECOVERY SERVICES SINCE 1980

you. I would NOT
come to Therapy, so this
Did Not happen.
11:30 PM
2/5 - My Back has been hurtin
So bad for the last 3 days
I to been over a month + why is
I so in pain NOW??

2/6 Any Questions - My Therapists is Nathan at Bellin
1630 Commandy Ave - Green Bay, WI.
54303 (920) 430-4700
2/6 I am in so much pain
Because I made Supper for 3
days. I wanna get back like
I used too.
2/10 Im taking Sleeping Pills
again. I had to buy another

Credit Management Control

RECOVERY SERVICES SINCE 1980

13

2/12 - My Left Thigh
muscle So Bad. If it
doesn't this bad next wk - I
am ~~Accessing~~ seeing my Dr - so he can
give me a Prescription Pill.

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Green Bay • 866.844.2357 • Fax: 920.435.6191

2

from when I fell down
I refuse to pay BECAUSE
I can't afford to.
2/23 I have not got my Therapy
bill yet. Medicare Pays 80%
and I am Not gonna pay
the rest. My brother works
for a Company that he went
to 8 states already. They
have awsome Lawyers and
he told me, If there is any
problems let him Know.
I have done a
little house Work for 2
months.

Denise

Credit Management Control

2/18 Out of Sleep-Aid 5.99+
tylenol (I can't remember) 3.99
ex 4.99

2/20 at 4:30 in this morning
when my husband left for Work
I took Sleep Aid Pills, Im
Still In pain So I took extra
Pills at 6Am.

2/21 The Same thing as yesterday
But today is Worse! Yesterday
I ran Errans with my husband
Not Now! Im still In my robe.

2/22 got a bill from Belin

www.creditmgt.com
Waukesha • 866.891.7579 • Fax: 262.542.6601
Green Bay • 866.844.2357 • Fax: 920.435.6191

SHEBOYGAN COUNTY VICTIM INFORMATION

Agency No: 12-29396 Date of Offense: 12/29/12

Name of Offender(s): _____

☐ UNKNOWN/NO ARREST (Contact law enforcement agency for follow-up arrest information)

☐ JUVENILE OFFENDER: First Name: _____ Last Initial: ___ DOB: _____
*(For further information on juvenile offenders, contact the Juvenile Intake Office listed below)

☐ Sheboygan Police Department
(920) 459-3333
1315 N. 23rd Street Suite 101
Sheboygan, WI 53081

☐ Sheboygan Falls Police Department
(920) 467-7902
375 Buffalo St. / P.O. Box 186
Sheboygan Falls, WI 53085

☐ Sheboygan County Sheriff's Department
(920) 459-3111
525 North 6th Street
Sheboygan, WI 53081

☐ Kohler Police Department
(920) 459-3877
319 Highland Drive
Kohler, WI 53044

828 Center Ave

Valiant B. Dark Corp 5/1 2012-2014

☐ Plymouth Police Department
(920) 893-6541
128 Smith St. / P.O. Box 218
Plymouth, WI 53073

☐ Elkhart Lake Police Department
(920) 876-2244
51 North East St. / P.O. Box 578
Elkhart Lake, WI 53020

☐ Cascade Police Department
(920) 528-8642
301 First Street
Cascade, WI 53011

*Sheboygan County Health & Human Services
Juvenile Court Intake
(920) 459-6418
1011 North 8th Street
Sheboygan, WI 53081
Weekdays: 8:00 a.m.-12:00 p.m. & 1:00-5:00 p.m.

☐ WI State Patrol
(920) 929-3700
P.O. Box 984
Fond du Lac, WI 54936-0984

- To receive information on release of offender from jail: Sheboygan County Jail (920) 459-1300
- To receive information on release of juvenile offender: Sheboygan County Juvenile Detention Center (920) 459-6457

If you receive threats or intimidation from anyone after reporting a crime, you should make contact with the law enforcement agency that took the initial report.

IF YOU FEEL YOU ARE IN IMMEDIATE DANGER
USE THE EMERGENCY 9-1-1 NUMBER FOR ASSISTANCE

- If your case has been referred to the District Attorney's Office, you will be contacted when a charging decision is made. For information about your rights as a crime victim, to request information or notices about court proceeding, or to request an opportunity to speak with the prosecutor of the case, after a charging decision has been made, **contact the Victim/Witness Coordinator**, at 615 North 6th Street, Sheboygan, WI 53081, (920) 459-3099.

Sheboygan County District Attorney's Office
615 North 6th Street
Sheboygan, WI 53081
(920) 459-3040

NOTIFY THE DISTRICT ATTORNEY'S OFFICE
IF YOU HAVE A CHANGE OF ADDRESS OR PHONE NUMBER

St. Nicholas Emergency Department
Phone: 920-459-4760
Fax: 920-451-7285

Roberts, Denise K
MRN: 36137249

Department: **St. Nicholas Emergency Department**
Date of Visit: **12/29/12**

Your diagnoses were Blunt head injury and Knee sprain.

Tests performed during your visit today Expand | Hide

Start		Ordered
12/29/12 2147	**XR KNEE+SUNRISE LT 3V** 1 time imaging, STAT	12/29/12 2146

You were seen by Robert G Zick, MD.

Follow-up Information

Follow up with SCOTT T GLAESER. (wear knee immobilizer rtn if worse symptoms don't mix tylenol and norco)
Contact information:
2920 North Superior Avenue
Sheboygan Wisconsin 53081-1944
920-458-3791

Allergies as of 12/29/2012

No Known Allergies

Your Medications

Continue These Medications Which Have Not Changed

AMITRIPTYLINE (ELAVIL) 10 MG TABLET	**Take 10 mg by mouth nightly.**	Start Date: -- End Date: --
MELOXICAM (MOBIC) 7.5 MG TABLET	**Take 7.5 mg by mouth daily.**	Start Date: -- End Date: --
NEURONTIN 300 MG OR CAPS	**1 CAPSULE 4 TIMES DAILY**	Start Date: 08/09/07 End Date: --
VITAMIN B COMPLEX OR TABS	**None Entered**	Start Date: -- End Date: --

Facility Administered Medications

12/29/2012 2303	**hydrocodone-acetaminophen (NORCO) 5-325 MG tablet 1 tablet**	1 tablet	Oral	Given

Discharge Instructions

Cognitive Disorders following Traumatic Brain Injury

WHAT YOU SHOULD KNOW:

- A traumatic brain injury (TBI) can be caused by a fall or accident, or by being hit on the head by a hard object. When a person's head is moved forcefully, the brain can hit against the inside of the skull and be damaged. The skull is made up of the bones of the head, which enclose and protect the brain. Falls and other accidents can cause skull bones to break. If the brain hits against broken pieces of the skull, it can be damaged. Signs and symptoms may include headaches, dizziness, and loss of consciousness (being unable to be woken up). A TBI may be mild, moderate, or severe (very bad). This rating depends on if and how long you were unconscious, and the problems that you have after the TBI.

- A TBI can damage the parts of the brain that help a person think and remember, causing a cognitive

Roberts,Denise K
CSN: 25474246
MRN:36137249 Female
DOB: 04/29/1965 Adm:12/29/2012

ROBERTS,DENISE KAY 4/29/1965 (47 yrs)
MRN: E11843968 CSN: 69520160 Female
Admit: 1/7/2013
Att. Prov.: GAST, JAMES W
Unit:

bellinhealth

PO BOX 22487
Green Bay, WI 54305-2487
920-445-7210

Responsible Party: Denise Kay Roberts **Statement Date: 02/14/13**

Date of Service	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Patient Balance
2200958499 ROBERTS,DENISE KAY OUTPATIENT BELLIN HOSPITAL AND CLINICS					
01/08/13	MAGNETIC RESONANCE IMAGING, GENERAL	2,552.00			
	MEDICARE Adjustments		-2,222.06		
	MEDICARE Payments		-153.41		
	Deductible: 76.77				
	Coinsurance: 99.76				
	Totals	**2,552.00**	**-2,375.47**	**0.00**	**176.53**
	Patient Balance				**176.53**
			Balance Due		**176.53**

Total Amount Due on 03/07/13: $176.53

Your insurance has finished processing claim(s) - please send payment by 03/07/13

I didn't Pay This!

I can't afford
Denise

bellinhealth
PO BOX 22487
Green Bay, WI 54305-2487
920-445-7210

Pay Your Bill Online:

Pay your bill online. Go to www.bellin.org/quickpay.

Account ID	Due Date	Amount Due	Amount Paid
1584762	03/07/13	$176.53	

DENISE KAY ROBERTS
1374 THRUSH ST
GREEN BAY, WI 54303

Bellin Health
PO Box 22487
Green Bay, WI 54305-2487

St. Mary's
St. Vincent
St. Nicholas

AFFILIATES OF HOSPITAL SISTERS HEALTH SYSTEM

PO Box 13508 Green Bay, WI 54307

If you have questions on your statement please call:
Green Bay Local: (920) 433-8122 Toll Free: (800) 211-2209

HOSPITAL STATEMENT

If Paying By Credit Card, Fill Out Below		
Statement Date 01/31/2013	Check credit card using for payment ☐ MC ☐ DISC VER ☐ VISA	
Card Number		Security Code
Signature		Exp. Date

Due Date	Guarantor Number	Pay This Amount
02/25/2013	592275	$ $133.26

Pay Your Bill Online:
Coming Soon

Show Amount Paid Here
$.

Addressee: Page 1

DENISE K ROBERTS
1374 THRUSH ST
GREEN BAY WI 54303-3721

1410282 - 00201

Please make checks payable and remit to:

HSHS DIVISION EASTERN WISCONSIN
25870 NETWORK PLACE
CHICAGO, IL 60673-1258

9200059227500000000133261

☐ Check box if address or insurance has changed and update on back

myEasyMatch Code: P-CQWSX-17122-VHTQDI

Please detach and return top portion with payment.

Guarantor Number	Account Name	Statement Date	Due Date
592275	ROBERTS,DENISE K	01/31/2013	02/25/2013

DATE	DESCRIPTION	CHARGES	PAYMENTS	ADJUSTMENTS	PATIENT BALANCE
12/29/12	Visit #1231560 - ROBERTS,DENISE K *St. Nicholas Hospital*	$2,734.10	$312.91	-$2,287.93	$133.26

BPD101 - 1410282-00201-11-0-0

MESSAGE:

BALANCE DUE $133.26

SVH-192

St. Mary's
St. Vincent
St. Nicholas

AFFILIATES OF HOSPITAL SISTERS HEALTH SYSTEM

bellinhealth

PO BOX 22487
Green Bay, WI 54305-2487
920-445-7210

Responsible Party: Denise Kay Roberts **Statement Date: 01/14/13**

Date of Service	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Patient Balance
2200951863 ROBERTS,DENISE KAY OUTPATIENT FMC ASHWAUBENON					
01/04/13	OFFICE/OUTPT VISIT,EST,LEVL III	144.00			
	MEDICARE Adjustments		-73.77		
	Totals	**144.00**	**-73.77**	**0.00**	**70.23**
	Patient Balance				**70.23**
			Balance Due		**70.23**

Total Amount Due on 02/04/13: $70.23

Your insurance has finished processing claim(s) - please send payment by 02/04/13

Copy

bellinhealth

PO BOX 22487
Green Bay, WI 54305-2487
920-445-7210

Pay Your Bill Online:

Pay your bill online. Go to www.bellin.org/quickpay.

They needed it to be payed so I payed it off. Can I have my money payed back to me? Copy

Account ID	Due Date	Amount Due	Amount Paid
1584762	02/04/13	$70.23	

0147 DENISE KAY ROBERTS
1374 THRUSH ST
GREEN BAY, WI 54303

Bellin Health
PO Box 22487
Green Bay, WI 54305-2487

BPD101 - 01380771-000147-01/01-0-0

2/28

The most resent bills
I refuse to pay.

Denise Roberts

Scanned 3/4/13 Atty & office, Jim Amsden, Chief Domagalski, Laurie Suhrke

MAKE CHECKS PAYABLE TO:

RADIOLOGY CHARTERED

P.O. BOX 3006
GREEN BAY, WI 54303
OFFICE (920) 499-1428

2 2

IF PAYING BY CREDIT CARD, FILL OUT BELOW
CHECK CARD USING FOR PAYMENT

☐ MASTERCARD ☐ VISA ☐ DISCOVER

CARD NUMBER	SECURITY CODE
SIGNATURE	EXP. DATE

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT #
February 22, 2013	$12.89	11843968

Payment Due:	March 22, 2013	SHOW AMOUNT PAID HERE $

ADDRESSEE:

Ms. Denise K. Roberts
1374 THRUSH ST
GREEN BAY, WI 54303-3721

REMIT TO:

RADIOLOGY CHARTERED
PO BOX 3006
GREEN BAY WI 54303-0006

Patient Name: Roberts, Denise K

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

Date	Description	Charges	Deductible	Payments	Adjustments	Patient Balance
Account Activity:						
01/08/13	MRI lower extrem jnt w/o	364.00				12.89 *
02/21/13	Insurance Payment			51.56		
02/21/13	Medicare allowance			0.00	299.55	

ACCOUNT # 11843968	STATEMENT DATE February 22, 2013	INSURANCE PENDING: $160.01
		PAY THIS AMOUNT $12.89
		PAYMENT DUE BY: March 22, 2013

BILLING QUESTIONS: (920) 499-1428

RADIOLOGY CHARTERED
P.O. BOX 3006
GREEN BAY, WI 54303

PATRICK M. CARRIGAN, M.D.
DOUGLAS J. COYLE, M.D.
JOHN R. GASSNER, M.D.
GREGORY M. GREWE, M.D.
WILLIAM L. HINGTGEN, M.D.
ROBERT J. MONETTE, M.D.
MICHAEL A. ROSS, M.D.
JEFFREY C. ARNHOLT, M.D. PhD.

If you have questions regarding how your insurance company handled reimbursement for the services, please call your insurance company directly. For other billing inquiries, please call (920) 499-1428

Green Bay Radiology, SC
GBR Sheboygan, LLC
2941 S. Ridge Road
Green Bay WI 54304

ADDRESS SERVICE REQUESTED

STATEMENT

PROVIDING RADIOLOGY SERVICES TO PATIENTS IN THE GREEN BAY & SHEBOYGAN AREA

8750
5372M
FR22

Please Include Security Code From Back Of Card	
CHECK CARD USING FOR PAYMENT	
☐ MASTERCARD ☐ VISA	
CARD NUMBER	EXP. DATE
CARDHOLDER NAME	SECURITY CODE
SIGNATURE	AMOUNT

REMIT TO:
GREEN BAY RADIOLOGY, SC
GBR SHEBOYGAN, LLC
2941 S RIDGE RD
GREEN BAY WI 54304-5517

>04621 2341526 001 092096
DENISE K ROBERTS
1374 THRUSH ST
GREEN BAY WI 54303-3721

PLEASE RETURN THIS PORTION WITH PAYMENT

Office Phone Number	Statement Date	Your Account Number	Page No.	Patient Balance	SHOW AMOUNT PAID HERE
(920) 336-4096	02/22/13	246952	01	9.89	$_____

CHARGES APPEARING ON THIS STATEMENT ARE NOT INCLUDED ON ANY HOSPITAL BILL OR STATEMENT

DATE	PROVIDER / REFERRING PROVIDER EXPLANATION OF ACTIVITY	PATIENT NAME	CHARGES AND DEBITS	INSURANCE PENDING	PAYMENTS AND CREDITS	PATIENT BALANCE
2912	CAT SCAN, HEAD/BRAIN, W/O CONTRAST	DENISE	281.00			
1413	MEDICARE # 1448483 Filed			0.00		
1413	WRITE-OFF MEDICARE c# 14484831				-240.87	
0113	*PAYMENT MEDICARE c# 14484831				-32.10	
0113	* Co-ins 8.03					
****	Visit Totals:		281.00	0.00	-272.97	8.03
2912	X-RAY EXAM, KNEE, 3+ VIEWS	DENISE	61.00			
1413	MEDICARE # 1448484 Filed			0.00		
1413	WRITE-OFF MEDICARE c# 14484841				-51.70	
0113	*PAYMENT MEDICARE c# 14484841				-7.44	
0113	* Co-ins 1.86					
****	Visit Totals:		61.00	0.00	-59.14	1.86

TOLLFREE BILLING OFFICE
PHONE# : 877-727-2228

ıment
: 02/22/13

PLEASE INDICATE YOUR ACCOUNT NUMBER WHEN CALLING OUR OFFICE: 246952

CURRENT	30-60 DAYS	60-90 DAYS	> 90 DAYS	TOTAL	INS PENDING	PATIENT BALANCE PAY THIS AMOUNT
	9.89			9.89	0.00	9.89

) INQUIRIES / PAYMENTS TO:
Green Bay Radiology, SC
GBR Sheboygan, LLC
2941 S. Ridge Road
Green Bay WI 54304-5517

(920) 336-4096
"PATIENT BALANCE" IS DUE IN 30 DAYS- PLEASE SEND YOUR PAYMENT TODAY!

1 2341526 004622 004622 00001/00001
66912

NOTE: Charges and payments not appearing on this statement will appear on next month's statement.

92096S11022

St. Mary's
St. Vincent
St. Nicholas

AFFILIATES OF HOSPITAL SISTERS HEALTH SYSTEM
PO Box 13508 Green Bay, WI 54307

claim 32-12
Rcvd 3-18-13
L Schneider

Statement Date	Check credit card using for payment			
03/04/2013	☐ MasterCard	☐ DISC_VER	☐ VISA	
Card Number			Security Code	
Signature			Exp. Date	
Due Date	Guarantor Number	Pay This Amount		
03/29/2013	592275	$ $133.26		

If you have questions on your statement please call:
Green Bay Local: (920) 433-8122 Toll Free: (800) 211-2209

HOSPITAL STATEMENT

Pay Your Bill Online:
Coming Soon

Show Amount Paid Here
$.

Page 1

Addressee:

DENISE K ROBERTS
1374 THRUSH ST
GREEN BAY WI 54303-3721

1470148 - 00487

Please make checks payable and remit to:

HSHS DIVISION EASTERN WISCONSIN
25870 NETWORK PLACE
CHICAGO, IL 60673-1258

☐ Check box if address or insurance has changed and update on back

9200059227500000000133261

myEasyMatch Code: P-CMRFQ-31852-VVQPXD

Please detach and return top portion with payment.

Guarantor Number	Account Name	Statement Date	Due Date
592275	ROBERTS,DENISE K	03/04/2013	03/29/2013

DATE	DESCRIPTION	CHARGES	PAYMENTS	ADJUSTMENTS	PATIENT BALANCE
12/29/12	Visit #1231560 - ROBERTS,DENISE K *St. Nicholas Hospital*	$2,734.10	$312.91	-$2,287.93	$133.26

It is NOT my fault for falling down in the Was Salt - Parking Lot.

MESSAGE:

Denise

BALANCE DUE $133.26

St. Mary's
St. Vincent
St. Nicholas

AFFILIATES OF HOSPITAL SISTERS HEALTH SYSTEM

II

4.4

R. O. No. 301 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting a Notice of Circumstances giving rise to claim for damages pursuant to Sec. 893.80, Wis. Stats. to the Redevelopment Authority and the City of Sheboygan.

Finance & RDA. Mw C.C.

Susan Richards
City Clerk

Claim # 3412

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM FOR DAMAGES PURSUANT TO § 893.80, WIS. STATS.

To: The Redevelopment Authority of the City of Sheboygan
Attn: Chairperson Roberta Filicky-Peneski
828 Center Avenue, Suite 203, City Hall
Sheboygan, Wisconsin 53081

3/11/13 11:18 AM PM
Unclaimed
828 Center Ave Sheboygan
Personal Substitute Corporate

And

City of Sheboygan
Attn: Mayor Terry Van Akkeren
828 Center Avenue, Suite 301, City Hall
Sheboygan, Wisconsin 53081

PLEASE TAKE NOTICE that The Bon-Ton Department Stores, Inc (hereinafter "Bon-Ton"), by its attorneys, claims the circumstances giving rise to a claim are as follows:

On or about October 18, 1983, The Redevelopment Authority of the City of Sheboygan (hereinafter "Municipality") entered into a Parking Agreement (hereinafter "Agreement") with H.C. Prange Company. The provisions of the Agreement are binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns. Bon-Ton is a successor and assign of H.C. Prange Company.

The Agreement imposed certain obligations on the Municipality in the operation, maintenance and repair of certain parking lots (hereinafter "Parking Lots") referenced in the Agreement. These obligations have at all relevant times included, but not limited to, the following:

> Municipality covenants and agrees that, at all times during the term of this agreement, it shall operate and maintain the "Parking Lots" as follows:
>
> (1) in accordance with the terms and provisions of this agreement and in a clean, safe and sightly manner, properly drained and reasonably free from snow and ice, consistent with the standards of other first-class shopping center parking lots in the State of Wisconsin;
>
> ****
>
> (4) provide that the "Parking Lots" (including, without limitation, all other equipment in the "Parking Lots") shall be kept and maintained in good and safe condition, repair and appearance.
>
> (5) with reasonable promptness cause to be made all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the "Parking Lots" or any part thereof, in order to keep and maintain the "Parking Lots" in good, safe, slightly and sanitary condition and appearance . . . .

Bon-Ton has notified the Municipality that the Parking Lots have been improperly draining, resulting in water and moisture reaching a structure occupied by Bon-Ton. The occurrence of such improper drainage caused damages to components of the structure occupied by Bon-Ton. Such damage will require significant repairs. In addition, the water and moisture that has reached the structure occupied by Bon-Ton has also caused damage to its contents. Bon-Ton notified the Municipality that the Municipality had failed to fulfill its maintenance and repair obligations pursuant to the Agreement. Bon-Ton also notified the Municipality that it was responsible for the aforesaid damages pursuant to the Agreement. Bon-Ton and the Municipality subsequently engaged in discussions and investigation regarding the aforesaid improper drainage and damage.

By a letter dated January 4, 2013, the Municipality informed Bon-Ton that it would not undertake or pay its proportionate share of the necessary repairs associated with the aforesaid improper drainage and related damage. Consequently, the Municipality has committed a breach and default of the provisions of the Agreement.

As relief, Claimant seeks payment of damages resulting from the aforesaid breach and default by the Municipality of its obligations pursuant to the Agreement. Those damages will be detailed separately in a claim document containing an itemized statement of the relief sought. This Notice should be construed as a notice of injury only and not as a notice of claim.

Dated this 8th day of March, 2013.

MURPHY DESMOND S.C.
Attorneys for Claimant The Bon-Ton Department Stores, Inc.

By: 

Lawrence E. Bechler
State Bar No. 1016711
Mario D. Mendoza
State Bar Number: 1023879
33 East Main Street, Suite 500
P.O. Box 2038
Madison, WI 53701-2038
(608) 257-7181

cc: City Attorney Stephen G. McLean
City Clerk Sue Richards

4824-1823-4131, v. 1

II

4.6

R. O. No. 199 - 12 - 13. By CITY CLERK. November 19, 2012.

Submitting a communication from American Family Insurance regarding their insured Cheryl Escher and alleged damages done to her parked vehicle when it was struck by a City vehicle.

Finance
new CC

Susan Richards
City Clerk

L. Schroeder
11-8-12
11-19-12

AMERICAN FAMILY INSURANCE

Scanning Center | 6000 American Pkwy | Madison WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

November 06, 2012

47-JAC013

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

RE: Our Claim Number: 00-445-008978-0529
Our Insured Name: Cheryl Escher
Date of Loss: October 25, 2012
Our Company Name: American Family Mutual Insurance Company

Dear City Of Sheboygan:

A 2010 Ford Focus owned by our insured Cheryl Escher was legally parked when struck by a vehicle operated by city employee Scott Tetschlag. A copy of the police report is attached.

We anticipate making payment(s) to our insured. Once payment is made, our Subrogation Department will send supporting documentation to you for reimbursement of our claim payment(s) and our insured's deductible, if applicable.

Please contact me with any questions.

Sincerely,

Jerald A Carpenter

Jerald Carpenter
Casualty Claim Senior Adjuster
American Family Mutual Insurance Company
800-692-6326 x 44551
Jerald.Carpenter@AmFam.com
Fax: (866) 364-0985

Cc: CHERYL ESCHER
2642 N 30TH ST
SHEBOYGAN WI 53083-3621

Enc: Sheboygan Police Department Motor Vehicle Accident report # C12-21311

ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, LAURIE SUHRKE, CHIEF DOMAGALSKI

CCD1211027921451201.01D

12-445-008978-0529

SHEBOYGAN POLICE DEPARTMENT
DRIVER INFORMATION EXCHANGE NON-REPORTABLE ACCIDENT

SPD #249 10/06

DATE: 10 25.12 | TIME: 1400 | LOCATION: 1900 SAEMANN AVE | CASE #: 12-21311

UNIT #1

DRIVER #1 NAME: TET SCHLAG SCOTT H. | DOB: 3.27.66

ADDRESS: 4050 S 14TH ST SHEBOYGAN, WI

DL#: T324 7886 1407 06 | STATE: WI | EXP: 17

OWNER: CITY OF SHEBOYGAN

ADDRESS: 828 CENTER AVE SHEBOYGAN, WI

PHONE: 924 459 3440 | INSURANCE CO.: SELF INSURED

YEAR: 95 | MAKE: FORD | MODEL: 9000 | COLOR: BLUE

VIN: 1FDZ498LXSVA39193

PLATE #: 58564 | TYPE: MUN | STATE: WI | EXP: NON EXP

DAMAGE: 0

CIT. STATUTE & CHARGE: 0

UNIT #2

DRIVER #2 NAME: | DOB:

ADDRESS:

DL#: | STATE: | EXP:

OWNER: ESCHER, CHERYL A.

ADDRESS: 2642 N 30TH ST SHEBOYGAN WI

PHONE: 926 459 8848 | INSURANCE CO.: AMERICAN FAMILY

YEAR: 2010 | MAKE: FORD | MODEL: FOCUS | COLOR: SIL

VIN: 1FAHP3HN7AW211281

PLATE #: 793AFT | TYPE: AUT | STATE: WI | EXP: 13

DAMAGE: (L) DRIVER FRONT FENDER & DOOR

CIT. STATUTE & CHARGE: 0

OTHER PROPERTY DAMAGED:

OWNER:	ADDRESS:	PHONE:
WITNESS NAME:	ADDRESS:	PHONE:

MANNER OF COLLISION: 1 Head on | 2 Rear End | 3 Side Swipe | 4 Side Swipe | 5 Off Rd Left | 6 Off Rd Right | 7 Angle | 8 Left Turn | 9 Other

9

Direction of Travel Before Accident: Unit 1 E | Unit 2 E

WHAT DRIVERS WERE DOING: 1. Going straight ahead 2. Making left turn 3. Making right turn 4. Slowing or stopping 5. Stopped in traffic 6. Legally parked 7. Illegally parked 8. Passing maneuver 9. Backing in roadway 10. Changing lanes 11. Overtaking on left 12. Overtaking on right 13. Making U turn 14. Turning on red 15. Merging 16. Other

Unit 1: 1 | Unit 2: 6

ROAD CONDITION: 1. Dry 2. Snow or ice 3. Wet 4. Gravel 5. Slush 6. Muddy 7. Oily 8. Other

1

SHORT NARRATIVE: UNIT 1 WAS EASTON SAEMANN AVE WHEN THE HITCH ON THE TRAILER BEING TOWED CAME UNHOOKED AND STRUCK THE DRIVERS FRONT DOOR & FENDER OF UNIT 2. AS IT WAS LEGALLY PARKED FACING EAST. DAMAGE WAS VERY MINOR. NO INJURIES.

LOCATION 1900 SAEMANN AVE

KNE2 | 436 | 9440

OFFICER NAME (PRINT) | UNIT # | UOCL

DATE 10.25.12

WISCONSIN STATUTES 345.70(1) REQUIRES THE OPERATOR OF ANY VEHICLE INVOLVED IN AN ACCIDENT RESULTING IN INJURY OR DEATH TO ANY PERSON OR TOTAL DAMAGE TO PROPERTY OWNED BY ANY ONE PERSON TO AN APPARENT EXTENT OF $1000.00 OR MORE ($200.00 IF STATE OR GOVERNMENT OWNED PROPERTY IS INVOLVED) TO IMMEDIATELY REPORT THE ACCIDENT TO A LAW ENFORCEMENT AGENCY

THE APPARENT EXTENT OF DAMAGE INVOLVED IN THIS ACCIDENT APPEARS TO BE LESS THAN $1000.00 TO EACH PROPERTY OWNER, AND THERE IS NO CLAIM OF PERSONAL INJURY. THEREFORE, A STATE ACCIDENT REPORT IS NOT REQUIRED AND NONE WILL BE FILED.

SHOULD IT LATER BE DETERMINED THAT THE DAMAGE TO YOUR VEHICLE OR PROPERTY EXCEEDS $1000.00, GO TO THE SHEBOYGAN POLICE DEPARTMENT AND AN ACCIDENT REPORT WILL BE PROVIDED.

DISTRIBUTION: WHITE – TRAFFIC SECTION YELLOW – DRIVER PINK - DRIVER

Claim #14-12

Amer. Family - Escher

CLAIM FOR DAMAGE, INJURY, OR DEATH	INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of the form. Use additional sheet(s) if necessary. See reverse side for additional instructions.	FORM APPROVED OMB NO. 1105-0008

1. Submit To Appropriate Federal Agency:	2. Name, Address of claimant and claimant's personal representative, if any. *(See instructions on reverse.) (Number, street, city, State and Zip Code)*
City of Sheboygan 828 Center Ave Sheboygan, WI 53081	Cheryl Escher 2642 N 30th St Sheboygan, WI 53083 American Family Insurance 6000 American Parkway Madison, WI 53791 Claim: 00-445-008978

3. TYPE OF EMPLOYMENT	4. DATE OF BIRTH	5. MARITAL STATUS	6. DATE AND DAY OF ACCIDENT	7. TIME *(A.M. or P.M.)*
☐ MILITARY ☒ CIVILIAN			10/25/2012	2:00 P.M.

8. Basis of Claim *(State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof) (Use additional pages if necessary.)*

A City of Sheboygan owned utility truck was cleaning leaves near 19000 Saemann Ave in Sheboygan. American Family's vehicle was legally parked and unoccupied. A hose fell off of the leaf trailer and struck our insured's vehicle causing damage. The City vehicles was being driven by Scott Tetschlag.

9. PROPERTY DAMAGE

NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT *(Number, street, city, State, and Zip Code)*

BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. *(See instructions on reverse side.)*

2010 Ford Focus
Dent on rear passenger side quarter panel

10. PERSONAL INJURY/WRONGFUL DEATH

STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT.

11. WITNESSES

NAME	ADDRESS *(Number, street, city, State, and Zip Code)*

12. *(See instructions on reverse)* AMOUNT OF CLAIM *(In dollars)*

12a. PROPERTY DAMAGE	12b. PERSONAL INJURY	12c. WRONGFUL DEATH	12d. TOTAL *(Failure to specify may cause forfeiture of your rights.)*
1,320.67			1,320.67

I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE ACCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM.

13a. SIGNATURE OF CLAIMANT *(See instructions on reverse side.)*	13b. Phone number of signatory	14. DATE OF CLAIM
	800-692-6326 x44438	12/05/2012

CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM	CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS
The claimant shall forfeit and pay to the United States the sum of $2,000 plus double the amount of damages sustained by the United States. *(See 31 U.S.C. 3729.)*	Fine of not more than $10,000 or imprisonment for not more than 5 years or both. *(See 18 U.S.C. 287, 1001.)*

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 38 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R.

B. *Principal Purpose:* The information requested is to be used in evaluating claims.

C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.

D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim

INSTRUCTIONS

Complete all items - insert the word NONE where applicable

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY DAMAGES IN A **SUM CERTAIN** FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN **TWO YEARS** AFTER THE CLAIM ACCRUES.

Any instructions or information necessary in the preparation of your claim will be furnished, upon request, by the office indicated in Item #1 on the reverse side. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplemental regulations also. If more than one agency is involved, please state each agency.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with said claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

If claimant intends to file claim for both personal injury and property damage, claim for both must be shown in Item 12 of this form.

The amount claimed should be substantiated by competent evidence as follows:

(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

(b) In support of claims for damage to property which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to completely execute this form or to supply the requested material within two years from the date the allegations accrued may render your claim "invalid". A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

Failure to specify a sum certain will result in invalid presentation of your claim and may result in forfeiture of your rights.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden,

to Director, Torts Branch
Civil Division
U.S. Department of Justice
Washington, DC 20530

and to the
Office of Management and Budget
Paperwork Reduction Project (1105-0008)
Washington, DC 20503

INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.

15. Do you carry accident insurance? [X] Yes, If yes, give name and address of insurance company *(Number, street, city, State, and Zip Code)* and policy number. [ ] No

American Family Insurance
6000 American Parkway
Madison, WI 53791

16. Have you filed claim on your insurance carrier in this instance, and if so, is it full coverage or deductible?

Yes. American Family's claim number is 00-445-008978

17. If deductible, state amount

$500.00

18. If claim has been filed with your carrier, what action has your insurer taken or proposes to take with reference to your claim? *(It is necessary that you ascertain these facts)*

A claim has been filed. This notice and the attached supporting documents are American Family's notice of subrogation to the City of Sheboygan.

19. Do you carry public liability and property damage insurance? [ ] Yes, If yes, give name and address of insurance company *(Number, street, city, State, and Zip Code)* [ ] No

12:44:29 Mon Dec 03, 2012

CLAIM RECORD OF PAYMENT DISPLAY

CLAIM: 00-445-008978 ST: 48 POLICY: 48-744436-01 INCURRED: 10/25/2012
INSURED: ESCHER, CHERYL **BENEFITS/LOSSES PAID TO DATE:** 700.68
LEGAL EXPENSE: 0.00
MEDICAL EXPENSE: 0.00
OTHER EXPENSE: 9.50

NO	DATE	PAYMT#	TYPE	ID	PER	LOSS PAYMENTS AMOUNT	CREDITS AMOUNT	EXPENSE PAYMENTS AMOUNT
01	11/29/2012	0000047827	01	00	025	700.68		

IN PAYMENT OF: SEE ICS FOR PAYMENT DETAILS
PAYEE/PAYOR: MIKE BURKART FORD
RECONCILED: ISSUED TIN: 391027312-1 WITH TAKEN: N

- - - -

12:44:51 Mon Dec 03, 2012

CLAIM RECORD OF PAYMENT DISPLAY

CLAIM: 00-445-008978 ST: 48 POLICY: 48-744436-01 INCURRED: 10/25/2012
INSURED: ESCHER, CHERYL **BENEFITS/LOSSES PAID TO DATE:** 119.99
LEGAL EXPENSE: 0.00
MEDICAL EXPENSE: 0.00
OTHER EXPENSE: 0.00

NO	DATE	PAYMT#	TYPE	ID	PER	LOSS PAYMENTS AMOUNT	CREDITS AMOUNT	EXPENSE PAYMENTS AMOUNT
01	11/05/2012	0094011345	01	00	022	119.99		

IN PAYMENT OF: GROUP PAYMENT FOR PAYEE CODE C38
PAYEE/PAYOR: ENTERPRISE RENT A CAR COMPANY
RECONCILED: 00 11132012 TIN: 430724835-1 WITH TAKEN: N

NEXT --
OPT -- POL -- ------ -- CLM -- --- ------ DRFT ----------
ALL PAYMENTS FOR THIS CLAIM HAVE BEEN DISPLAYED. PF3=COPS MENU PA2=COMPANY

MIKE BURKART FORD
3110 COUNTY RD PP PO BOX 318
PLYMOUTH, WI 53073
920-893-6961 OR 920-458-9611 FAX: 920-892-6761
QUALITY COLLISION REPAIRS AND MORE

***** SUPPLEMENT 1 *****

10/30/2012 10:28 AM
S1 11/26/2012 10:00 AM

Owner

Owner: CHERYL ESCHER
Address: 2642 N 30TH ST
City State Zip: SHEBOYGAN, WI 53083-3621
(920)459-8848
FAX:

Control Information

Claim #: 00445008978-0C
Loss Date/Time: 10/25/2012 07:00 AM
Deductible: $500.00
Insured Policy #: 4874443601
Loss Type: Collision

Ins. Company: American Family Insurance
Address: 6000 AMERICAN PARKWAY
City State Zip: Madison, WI 53783
Work/Day: (800)692-6326
FAX:

Insured: CHERYL ESCHER
Address:
(920)459-8848

Inspection

Inspection Date: 10/30/2012 10:23 AM
Inspection Location: residence
Address: 2642 N 30TH ST
City State Zip: GARY, WI 53083-3621
Primary Impact: Left Front Side
Driveable: Yes
Inspection Type: Direct Repair Program
Contact:
(920)459-8848
Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:
Received Date/Time: 10/26/2012 02:44 PM
Appointment Date/Time: 10/29/2012 07:00 AM

Appraiser Name: GARY RUFFERT
Appraiser License #:

Orig Appraiser Name: GARY RUFFERT
Appraiser License #:

Repairer

Repairer: MIKE BURKART FORD MERCURY
Address: 3110 COUNTY RD PP
City State Zip: Plymouth, WI 53073
Contact: GARY RUFFERT
Work/Day: (920)893-6961
Work/Day: (920)458-9611
FAX: (920)892-6761

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2010 Ford Focus SEL 4 DR Sedan
4cyl Gasoline 2.0 Dohc
4 Speed Automatic

Lic.Plate:	733-AFT	**Lic State:**	WI
Lic Expire:		**VIN:**	1FAHP3HN7AW211281
Prod Date:		**Mileage:**	17,769
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	P1593E
Ext. Color:	VAPOR SILVER	**Int. Color:**	
Ext. Refinish:	Two-Stage	**Int. Refinish:**	
Ext. Paint Code:	UX	**Int. Trim Code:**	

Options

AM/FM CD Player	Air Conditioning	Aluminum/Alloy Wheels
Anti-Lock Brakes	Automatic Dimming Mirror	Bucket Seats
Center Console	Chrome Grille	Cruise Control
Daytime Running Lights	Dual Airbags	Floor Mats
Fog Lights	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
MP3 Player	Power Brakes	Power Door Locks
Power Steering	Power Windows	Rear Window Defroster
Rem Trunk-L/Gate Release	Side Airbags	Sirius Satellite Radio
Split Folding Rear Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Traction Control System	Trip Computer
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	N	86		Front Bumper Cover R&I	Additional Labor				1.3	SM
				>> DROP LT CORNER TO REFINISH FENDER						
2	RI	41		Headlamp Assy,Halogen LT	R & I Assembly				INC	SM
3	N	973		Headlamps Aim	Additional Labor				0.4	SM
4	EP	103		Fender,Front LT	Replace PXN	$173.00			1.3	SM
				>> FONDY BUMPER CAPA JESSICA						
5	L	103	13	Fender,Front LT	Refinish				4.0	RF
6	I	207		Door Shell,Front LT	Repair				1.0*	SM
7	L	207		Door Shell,Front LT	Refinish				2.4	RF
8	RI	25		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
9	RI	239		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
10	RI	243		Mirror,Outer R/C LT	R & I Assembly				0.3	SM
11	RI	213		Glass,Front Door T LT	R & I Assembly				1.2	SM
12	RI	518		Channel,Front Glass Ru LT	R & I Assembly				0.2	SM
13	RI	1176		Handle,Front Door Otr LT	R & I Assembly				0.3	SM
14	EC	M07		Pinstripes-Tape	Replace Economy	$12.00*			0.3*	SM
				>> DOUBLE STRIPE BLACK						
15	L	M08		Stoneguard	Refinish				0.3*	RF
16	L	M14		Corrosion Protection	Refinish	$3.50*			0.1*	SM*
17	L	M17		Cover Car Exterior	Refinish	$6.00*				RF
18	L	M60		Hazardous Waste Removal	Refinish	$3.00*				SM
18	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts					$197.50		
Paint Materials					$227.80		
Parts & Material Total						$425.30	
Tax on Parts & Material			@ 5.000%			$21.27	

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**			
Sheet Metal (SM)	$54.00	3.9	2.7	6.6	$356.40		
Mech/Elec (ME)	$54.00						
Frame (FR)	$56.00						
Refinish (RF)	$54.00	6.7		6.7	$361.80		
Paint Materials	$34.00						

Labor Total		13.3 Hours		$718.20
Tax on Labor	@ 5.000%		$35.91	
Gross Total				**$1,200.68**
Less: Deductible				$500.00-
Net Total				**$700.68**
Less: Previous Net Total				$700.68-
Net Supplement Total (Final Bill)				**$0.00**

Alternate Parts Y/00/00/00/00/00 CUM 01/01/00/00/00 Zip Code: 53073 AM FAM CAPA
Recycled Parts Y/1/0 Zip Code: 53073 INV DATE: 10/30/2012
Requested Review On: 11/26/2012 10:05 AM

Audatex Estimating 6.0.843 S1 11/26/2012 10:05 AM REL 6.0.843 DT 11/01/2012 DB 11/08/2012
Copyright (C) 2011 Audatex North America, Inc.

1.5 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = RECYCLED PART
TE = Partial Replace Price	PM = Replace PXN Reman/Rebit	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

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ARMS AMERICAN FAMILY CRD

Rental Company: Enterprise Rent-A-Car
Invoice: 4481 D038492

Bill To: AMF44RU
AMERICAN FAMILY CRD
ATTN:MATTHEW MAD 2-A-ADAMS
302 N. WALBRIDGE
MADISON, WI 53783

RENTER INFORMATION:

Renter:	ESCHER,CHEYRL
Address:	2642 N 30TH ST
	SHEBOYGAN, WI 53083
Home Phone:	(920) 459-8848
Office Phone:	

RENTAL INFORMATION:

Rental Branch Location:
ENTERPRISE RENT-A-CAR(4481)
3060 S BUSINESS DR
SHEBOYGAN, WI 530816521

ADDITIONAL CLAIM INFORMATION:
Claim Number: 00445008 978
Claim Type: Insured
Vehicle Condition: Driveable
Date Of Loss: 10/25/2012
Insured Name:
Owner's Vehicle: 2008 FORD FOCUS
Policy Limit Reached Date:
Shop Contact Phone Number:
Is this a CRP shop?: Unknown
Theft Waiver Verified (ERAC Use Only): No
Split Claim?:
Theft - Date Reported:
Is this a CAT claim ?:
Total amount as of date above: 0.00
Shop contact name:

Repair Facility:
BURKART FORD

(222) 222-2222

RENTAL DETAIL:

Rental Period: 10/30/2012 to 11/02/2012 (4 days)
Billed Period: 10/30/2012 to 11/02/2012 (4 days)

Description	Rate	Amount
4 DAYS @	$27.93	$111.72
4 TRRF	$0.64	$2.56
1 SALES TAX	$5.00	$5.71
Total Charges:		$119.99
Less Amount Received:		$0.00
Total Amount Due:		**$119.99**

VEHICLES RENTED:

Effective Date	Time	Year	Make	Model	VIN	Mileage
10/30/2012	8:49 AM	2012	CHEV	MALI	1G1ZG5E72CF302292	35

Rental Invoice

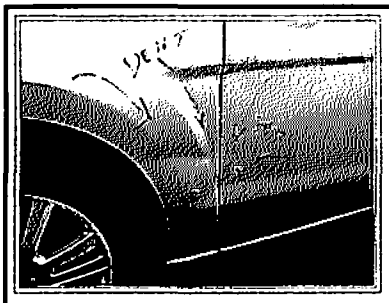
Please Return This Portion with Remittance

Make Payment To:
ENTERPRISE RENT-A-CAR
P.O. BOX 840086
KANSAS CITY, MO 641840086
Federal ID: 43-0724835

Total Charges:	$119.99
Less Amount Received:	$0.00
Total Amount Due.....	**$119.99**

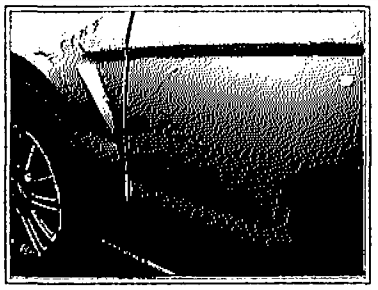
Please Include on your Check:
Invoice:4481 D038492

Janice Ellis



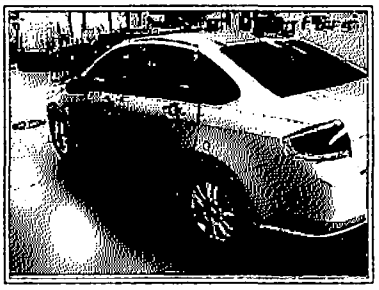
Attached: 10/30/12 10:03am

LEFT FRONT FENDER AND DOOR DAMAGE



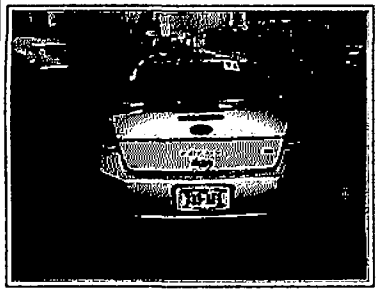
Attached: 10/30/12 10:03am

ANOTHER LOOK AT THE DAMAGE PLEASE NOTE WE HAVE THREE



Attached: 10/30/12 10:03am

LEFT SIDE VIEW



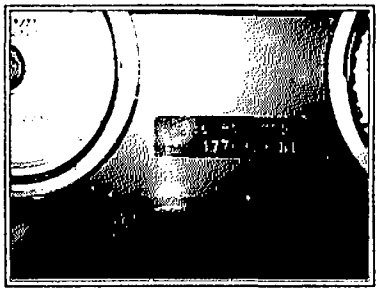
Attached: 10/30/12 10:03am

REAR VIEW



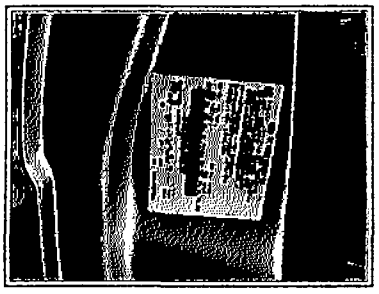
Attached: 10/30/12 10:03am

RIGHT SIDE REAR VIEW



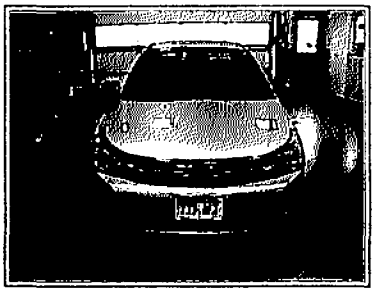
Attached: 10/30/12 10:03am

MILEAGE READING



Attached: 10/30/12 10:03am

INFO DECAL



Attached: 10/30/12 10:04am

FRONT VIEW



Attached: 10/30/12 10:04am

RIGHT FRONT SIDE VIEW

12-445-008978-0529

SHEBOYGAN POLICE DEPARTMENT
DRIVER INFORMATION EXCHANGE NON-REPORTABLE ACCIDENT

SPD #249 10/06

CCD121102792145120101D

DATE: 10 25.12 | TIME: 1404 | LOCATION: 1900 SAEMANN AVE | CASE #: C12-21311

UNIT #1	UNIT #2
DRIVER #1 NAME: TET SCHLAG SCOTT H.	DOB: 3-27-66
DRIVER #2 NAME:	DOB:
ADDRESS: 4065 S 14TH ST SHEBOYGAN, WI	ADDRESS:
DL#: T324 7886 1407 06	STATE: WI EXP: 17
DL#:	STATE: EXP:
OWNER: CITY OF SHEBOYGAN	OWNER: ESCHER, CHERYL A.
ADDRESS: 828 CENTER AVE SHEBOYGAN, WI	ADDRESS: 2642 N 30TH ST SHEBOYGAN WI
PHONE: 459 3440	INSURANCE CO.: SELF INSURED
PHONE: 459 8848	INSURANCE CO.: AMERICAN FAMILY
YEAR: 95 MAKE: FORD MODEL: 9000 COLOR: BLUE	YEAR: 2010 MAKE: FORD MODEL: FOCUS COLOR: SIL
VIN: 1FDZ49DLXSVA39193	VIN: 1FAHP3HN7AW211281
PLATE #: 58564 TYPE: MUN STATE: WI EXP: NON EXP	PLATE #: 793AFT TYPE: AUT STATE: WI EXP: 13
DAMAGE: Ø	DAMAGE: (L) DRIVER FRONT FENDER & DOOR
CIT. STATUTE & CHARGE: Ø	CIT. STATUTE & CHARGE: Ø

OTHER PROPERTY DAMAGED:

OWNER:	ADDRESS:	PHONE:
WITNESS NAME:	ADDRESS:	PHONE:

MANNER OF COLLISION: 9
(1 Head on, 2 Rear End, 3 Side Swipe, 4 Side Swipe, 5 Off Rd Left, 6 Off-Rd Right, 7 Angle, 8 Left Turn, 9 Other)

Direction of Travel Before Accident: Unit 1: E, Unit 2: E

WHAT DRIVERS WERE DOING: Unit 1: 1, Unit 2: 6
1. Going straight ahead 2. Making left turn 3. Making right turn 4. Slowing or stopping 5. Stopped in traffic 6. Legally parked 7. Illegally parked 8. Parking maneuver 9. Backing in roadway 10. Changing lanes 11. Overtaking on left 12. Overtaking on right 13. Making U turn 14. Turning on red 15. Merging 16. Other

ROAD CONDITION: 1
1. Dry 2. Snow or Ice 3. Wet 4. Gravel 5. Slush 6. Muddy 7. Oily 8. Other

SHORT NARRATIVE:
UNIT 1 WAS EASTON SAEMANN AVE WHEN THE HSE ON THE TRAILER BEING TOWED CAME UNHOOKED AND STRUCK THE DRIVERS FRONT DOOR & FENDER OF UNIT 2 AS IT WAS LEGALLY PARKED FACING EAST. DAMAGE WAS VERY MINOR. NO INJURIES.

LOCATION: 1900 SAEMANN AVE

KNEZ | 436 | 9440
OFFICER NAME (PRINT) | UNIT # | UOCL

DATE: 10.25.12

WISCONSIN STATUTES 345.70(1) REQUIRES THE OPERATOR OF ANY VEHICLE INVOLVED IN AN ACCIDENT RESULTING IN INJURY OR DEATH TO ANY PERSON OR TOTAL DAMAGE TO PROPERTY OWNED BY ANY ONE PERSON TO AN APPARENT EXTENT OF $1000.00 OR MORE ($200.00 IF STATE OR GOVERNMENT OWNED PROPERTY IS INVOLVED) TO IMMEDIATELY REPORT THE ACCIDENT TO A LAW ENFORCEMENT AGENCY

THE APPARENT EXTENT OF DAMAGE INVOLVED IN THIS ACCIDENT APPEARS TO BE LESS THAN $1000.00 TO EACH PROPERTY OWNER, AND THERE IS NO CLAIM OF PERSONAL INJURY. THEREFORE, A STATE ACCIDENT REPORT IS NOT REQUIRED AND NONE WILL BE FILED.

SHOULD IT LATER BE DETERMINED THAT THE DAMAGE TO YOUR VEHICLE OR PROPERTY EXCEEDS $1000.00, GO TO THE SHEBOYGAN POLICE DEPARTMENT AND AN ACCIDENT REPORT WILL BE PROVIDED.

DISTRIBUTION: WHITE – TRAFFIC SECTION YELLOW – DRIVER PINK - DRIVER

VII

R. C. No. ___ - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred to whom was referred the following:

1. R. C. No. 404-12-13 by Public Works and R. O. No. 270-12-13 by the City Clerk submitting a communication from Alderperson Lewandoske stating concerns regarding the fact that the handicapped elevator lift on the north side of City Hall has been removed due to the lack of availability of parts to repair the lift and states that it is dangerous to have to park on the street, especially in the snow and ice in order to get to the handicapped ramp located on the south side of City Hall; recommends that the document be referred to Finance Committee to see if funding is available for the project; and

2. R. C. No. 416-12-13 by Public Works met and discussed the request to install a new handicapped elevator lift on the north side of City hall, whereas the previous lift was not fixable due to lack of availability of parts (see attached cost estimate for new lift and related construction).

   This lift project was not planned in the 2013 operating or capital budget and has no funding allocated at this time. As a result, the Public Works Committee has decided to refer this to the Finance Committee to see if funding is available;

Recommends that the documents be referred to the Capital Improvements Committee of the new Common Council.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.7

R. C. No. 404- 12 - 13. By PUBLIC WORKS. March 18, 2013.

Your Committee to whom was referred R. O. No. 270-12-13 by the City Clerk submitting a communication from Alderperson Lewandoske stating concerns regarding the fact that the handicapped elevator lift on the north side of City Hall has been removed due to the lack of availability of parts to repair the lift and states that it is dangerous to have to park on the street, especially in the snow and ice in order to get to the handicapped ramp located on the south side of City Hall; recommends that the document be referred to Finance Committee to see if funding is available for the project.

Finance refer to new C.C. Cap Improv.

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

7.3

R. O. No. 270 - 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a communication from Alderperson Lewandoske stating concerns regarding the fact that the handicapped elevator lift on the north side of City Hall has been removed due to the lack of availability of parts to repair the lift and states that it is dangerous to have to park on the street, especially in the snow and ice in order to get to the handicapped ramp located on the south side of City Hall.

Pub Works
prefer to finance
to see if funding
is available for projects
in next CIP

Susan Richards
City Clerk

Richards, Sue

From: Scott Lewandoske [sheboygan@bytehead.com]
Sent: Sunday, February 03, 2013 10:27 PM
To: Richards, Sue; Pawasarat, Mark; Biebel, David; Mayor Van Akkeren; Alderperson Jim Bohren
Subject: City Hall and Handicapped people
Attachments: RE City Hall Handicap Ramp - Outlook Web Access Light.htm

Sue,

Would it be possible to add this to tonight's common council agenda under "other items to be referred?"

Last week Tuesday, while I was at a Law & Licensing committee meeting, an email was received by myself and Alderman Bohren which stated, "The handicapped elevator lift at City Hall is in need of repairs. However, the parts are NOT available anymore. Please use the ramp located at the south side (east end) of City Hall.

I sent an email back regarding this and the difficulty I would have for the following reasons:
1. I started parking in back of city hall because it was shorter to walk and less slippery.
2. I have trouble walking any distance, for now.
3. I would now need to park on the street in the handicapped spots which are ice and snow covered and slippery.
4. I am under doctor's orders to avoid going out in slippery conditions.
5. The only area to get up onto the sidewalk is the driveway which is also ice covered and slippery because there are snow banks between the street and curbing, plus I would need to go over these snow banks with a walker.
6. There are also snow banks on the city hall side of the parking meters in the bank parking lot. Again snowbanks are a problem.
7. To get out of my vehicle, I would need to open my door and get my walker out with oncoming traffic. I would then need to walk in traffic to get to the driveway to get up on the sidewalk. This is dangerous doing it in the dark when I could also slip and fall in traffic and get hit by a car.

In addition, I have other concerns. The handicapped parking spots in back of city hall were also eliminated. Why? This means that there are two handicapped parking spots on the street (and two alderman that use
them) so there are no other handicapped parking spaces for people to use. People that also need handicapped spaces, but still could go up steps (such as with a cane, like I am practicing in rehab), should still be able to use the parking spaces in back of city hall.

My email and response I received are attached. Notice, in the response I received, shoveling a path between the parking lot and city hall was not possible. Why?

Having salt and/or sand spread in the parking spaces and driveway was not addressed Why?

Shoveling paths through the snow banks along the curbing was not addressed. Why?

I know the ramp was put in to help people and at the time I would have agreed with this solving the problem. But, needing to use a walker or wheelchair makes a person see things much different, compared to someone with two good legs cannot see.

I would like to have this referred to committee with things that can be done to help the handicapped before someone is injured, instead of just saying nothing can be done.

Scott Lewandoske
5th District Alderperson

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Content Area

RE: City Hall Handicap Ramp
Pawasarat, Mark
Sent: Wednesday, January 30, 2013 9:59 AM
To: Alderperson Scott Lewandoske
Cc: Biebel, David; Gorges, Wendy

Good morning Ald. Lewandoske,

Unfortunately the 30 plus year old handicapped lift at the rear entrance to City finally broken to the point that it is not repairable. We had decided to leave it in pla the new ADA ramp was built in the front of the building as long as it worked. As you kn Council voted in September of 2010 to build the new ramp and add parking stalls to meet requirements of citizens for City Hall because it was the most reasonable long term pro replace this unit with something that would be legal today could cost in excess of $75,(

The parking spots behind City Hall will no longer exist and the lift will be rer early as today, weather permitting.

As for your concerns with the parking lot East of City Hall, this lot belongs t and any snow along their property line would be their responsibility. Our building maint staff has been starting at 6:00 AM when weather conditions demand to clear the walks, r steps around the building. This is done throughout the day until 8:00PM, later if meeti still ongoing.

Sorry for the bad news,
Mark Pawasarat
Building and Grounds Superintendent

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Content Area Control
Deleted Items (6)
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Sent Items
Click to view all folders
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-----Original Message-----
From: Gorges, Wendy
Sent: Wednesday, January 30, 2013 8:26 AM
To: Pawasarat, Mark; Biebel, David
Subject: FW: City Hall Handicap Ramp

....see message from Ald. Lewandoske....

-----Original Message-----
From: Alderperson Scott Lewandoske
Sent: Tuesday, January 29, 2013 9:35 PM
To: Gorges, Wendy
Cc: Mayor Van Akkeren
Subject: RE: City Hall Handicap Ramp

I can't walk that far yet, plus there are snowbanks and ice covered areas to walk on BE getting to the ramp. As an example, before I started parking in the back of City Hall, to park in the parking lot on the east side of city hall, but there were snowbanks betw parking lot and the ramp and it was to far for me to walk the far way to the side walk. park on the street, again there were snowbanks in the way and the driveway area was ice I am under doctors orders to avoid slippery areas.

Scott Lewandoske

From: Gorges, Wendy
Sent: Tuesday, January 29, 2013 3:13 PM
To: Alderperson Jim Bohren; Alderperson Scott Lewandoske
Cc: Pawasarat, Mark; Biebel, David
Subject: City Hall Handicap Ramp

Good Afternoon,

The handicap elevator lift at City Hall is in need of repairs. However, the parts are N available anymore. Please use the ramp located at the south side (east end) of City Hall

Thanks,

Wendy J. Gorges
Confidential Admin. Asst.
City of Sheboygan-Dept. of Public Works
2026 New Jersey Ave.
p (920)-459-3366
f (920)-459-3443
WGorges@ci.sheboygan.wi.us<mailto:WGorges@ci.sheboygan.wi.us>

[cid:image001.jpg@01CDFE31.9BAFBA50]

VII

6.8

R. C. No. 416 - 12 - 13. By PUBLIC WORKS COMMITTEE. March 18, 2013.

The Public Works Committee met and discussed the request to install a new handicapped elevator lift on the north side of City hall, whereas the previous lift was not fixable due to lack of availability of parts (see attached cost estimate for new lift and related construction).

This lift project was not planned in the 2013 operating or capital budget and has no funding allocated at this time. As a result, the Public Works Committee has decided to refer this to the Finance Committee to see if funding is available.

Finance refer to new CC. Cap. Improv.

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

City Hall ADA Lift Research

Plan review	$300	
Building permit	$250	
LJM architectural fees	$3,500	
Lift will need bids	$22,000	(three quotes range from $20,995 to $21,995)
Manufacture shop drawings	included	
State permit application	$100	
State annual inspection	$160	(will have an annual cost)
J&H building controls relocated	$10,770	
Electrical work	$2,000	
ADA phone line and service	$200	(will have an annual cost)
Continuing maintenance service	$550	(annual cost in 2009)
Shaftway lighting	$350	
Existing floor and wall relocation	$19,000	(range from $18,000 to $20,000)
Total Estimated Cost:	$59,180	

Gen. Ord. No. - 12 - 13. By Alderpersons Roeseler, Kath and VanderWeele.

AN ORDINANCE repealing and recreating Subsection 29-3(a) of the 1975 Municipal Code relating to residency for appointed department heads and members of boards or commissions.

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

Section 1. Subsection (a) of 29-3 of the 1975 Sheboygan Municipal Code entitled, "Residency Requirement", is hereby repealed and recreated to read as follows:

"Sec. 29-3. Residency Requirement.

(a) All appointed department heads and members of boards or commissions shall be residents of the City of Sheboygan and maintain residency in the City of Sheboygan while under the employment or service of the City. Appointed department heads shall be residents of the City of Sheboygan within six (6) months of the date of their hiring. For purpose of this Section, the term appointed department head shall be defined to mean those department heads, appointed by the Common Council based on the recommendation of the Mayor and Chief Administrative Officer, as well as the Police Chief and Fire Chief appointed by the Police and Fire Commission. In the event that any such department head and member of a board or commission does not meet the foregoing requirement, his/her office or position shall be automatically forthwith vacated and such vacancy shall be filled in the manner prescribed by law or ordinance; provided, however that the common council, in its discretion, may authorize by resolution ninety (90) day extensions of said requirement for an individual upon a showing of hardship."

Section 2. All ordinances, or parts thereof, in conflict with the provision 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

Gen. Ord. No. - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/change/delete various positions of the Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A. 3, 4, 5, 6, 6a, 8, 11, City Development, City Clerk's Office, Department of Finance, Information Technology, WSCS, Human Resources, and in Section B. 6, Department of Public Works, Engineering Division as follows:

A. CITY HALL DEPARTMENTS

3. CITY DEVELOPMENT

Add:	Job Code	Grade	NO. of Employees
TITLE			
Part-Time City Planning Extra Help (Landscape)	D07320X	04	1

4. CITY CLERK'S OFFICE

Change Title from Elections Clerk P. T. to Election Specialist		04	2

5. DEPARTMENT OF FINANCE

Change Title from Confidential Secretary to the Finance Director to Confidential Secretary to the CAO		04	1

6. INFORMATION TECHNOLOGY DEPARTMENT

Change Title from Programmer Analyst I to Systems Analyst		09	2
Change Title from Programmer/Micro Specialist to PC Specialist		08	1
Change Title from Programmer to Help Desk Specialist		05	1

6. a. WSCS

Change Title from Cable TV Director to TV Program Director		05	1
Change Title from Cable TV PC to TV Production Coordinator		05	1

8. HUMAN RESOURCES DEPARTMENT

Change title from Compensation Administrator to Payroll Coordinator	06		1

11. PARKING AND TRANSIT UTILITY

Change title from Operations Supvr to Operations Supvr/Parking Supv	08	1
Change title from Scheduler Dispatch to MC Scheduler/Dispatch	03	1
Change title from Lead RTC Dispatch/Scheduler to Lead Support	03	1

Delete:

TITLE	Job Code	NO. of Employees
7. MAYOR/COMMON COUNCIL		
Mayoral Administrative Officer	A01102X	1
Administrative Temp, PT Extra Help	A01120X	1
B. DEPARTMENT OF PUBLIC WORKS		
6. Engineering Division		
Engineering Secretary	J08590L	1

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

_____

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

CITY OF SHEBOYGAN

Lead Support – Metro Connections
Grade 03

Reports to:	Metro Connections Supervisor	Department:	Sheboygan Transit Metro Connections
Classification: Non-exempt		Division:	Non-Represented
Date:		Approved:	Transit Commission November 23, 2011

Basic Purpose and Objective of the Job

1) Oversee ADA Certification with professionalism resulting in positive results for Metro Connection/Sheboygan Transit.
2) Maintain driver's schedules to comply with Metro Connection Services.
3) Compile necessary reports to Director monthly

Principal Accountabilities

1. Function: Responsible for ADA Paratransit certification Process
    a. Comply with ADA certification regulations
    b. Complete certification process in a timely manner
    c. Schedule Home assessments as needed
    d. Monitor re certifications as needed
    e. Maintain proper records
    f. Prepare and submit periodic reports to supervisor in a timely manner.

2. Function: Responsible for creating drivers schedules
    a. Prepare weekly drivers schedules
    b. Maintain driver hours accordingly
    c. Post weekly driver schedule in a timely manner
    d. Submit driver schedule to supervisor weekly

3. Function: Conduct business in a professional manner
    a. Establish and maintain an effective working relationship with Sheboygan County, community organizations and other professionals in this field.
    b. Attend committee meetings as directed by supervisor
    c. Other duties as assigned

CITY OF SHEBOYGAN

HELP DESK SPECIALIST **CODE D06465A**
Class Grade 5

Reports to: Information Systems Manager Department: IT

Classification: Non-Exempt Division: Non-Rep

Date: April 3, 2013

POSITION SUMMARY

Under general supervision, codes computer programs involving conversion of statistical and other data for processing on an electronic data processing system and operates computer.

Typical Duties: (these examples do not list all the duties which may be assigned.)

1.* Develops logic block diagrams of programs considering economical and full utilization of equipment, creates program sheets from information on logic block diagram.

2.* Codes, prepares test data and tests, and debugs programs, making necessary adjustment, following department coding standards.

3.* Prepares operations, instructions and programs documentation according to established standards.

4.* Consults with Programmer-Analyst and others regarding necessary input and output formats, structured code and reviews program logic with Programmer-Analyst.

5.* Operates computer, writes letters, prepares reports, maintains records, types documentation, and performs related work.

6. Performs related work as required.

*Essential functions.

Minimum Qualifications:

1. Considerable knowledge of COBOL, accounting, statistical procedures, and modern office methods.

2. Aptitude for programming and analyzing and solving complex problems.

3. Proficiency in operating electronic data processing equipment.

4. Ability to work effectively with employees and departmental representatives.

5. High level of accuracy and proficiency in interpreting and compiling records and data, ability to collate and summarize data, prepare reports, and communicate effectively in written and verbal from.

6. Working knowledge of PCs and networks, including hardware and software.

7. Bachelors degree from an accredited college or institution of higher learning. COBOL training and experience required.

CITY OF SHEBOYGAN

Elections Specialist **Code A05105A**
Grade 04

Reports to:	City Clerk	Department:	City Clerk's
Classification:	Non-Exempt	Division:	Non - Represented
Date:		Approved:	

Nature of Work:

Under general supervision, performs diverse and responsible typing and clerical duties requiring individual judgment, initiative and specialized knowledge in carrying out procedures and applying laws and regulations.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1. Develops and implements procedures for expediting the flow of clerical work.

2.* Maintains and prepares voting statistics and voting records.

3.* Prepares ballots, lists and envelopes for absentee voters.

4.* Records absentee ballots voted in office and through the mail.

5.* Maintains all new voter registrations, cancellations, changes of names and/or addresses, and mails voter verification cards. Checks the Press for deceased voters and maintains file for all deceased or canceled voters.

6.* Maintains and prepares lists of absentee voters for nursing homes. Prepares labels and envelopes for nursing home voters.

7.* Maintains correspondence with nursing home Registration Clerks.

8.* Maintains updated voter history file.

9.* Supplies information involving state statutes, local ordinances and departmental procedures, making decisions based upon laws and regulations.

10. Maintains responsibility for and recommends needed improvements on an efficient filing system.

11.* Receives and screens telephone calls and visitors and acts as an intermediary for the department head.

12.* Receives, routes and maintains records regarding claims against the City.

13.* Prepares, mails and files oaths of office for various appointed positions.

14.* Supplies information involving State statutes, local ordinances and departmental procedures, making decisions based upon laws and regulations.

15.* Answers routine correspondence and routes technical inquires to the proper person.

16.* Maintains current list of Events/walks/runs in the City. Keeps information on Hold Harmless & Insurance up to date for walks/runs.

17.* Maintains current list of Transient Merchants in the City.

18.* Assists Council/Licensing Clerk in issuing permits and licenses.

19.* Prepares Common Council Synopsis and transfers to the Sheboygan Press.

20.* Photocopies agenda for Common Council meetings.

21. Posts all agenda on the City Bulletin Board.

22. Works with Common Council documents in various areas.

23.* Keeps accurate record of legal and display ads in the Press.

24. Responsible for City-wide distribution of Municipal Code Supplements.

25.* Operates special office equipment such as the photocopier, computer, postage machine and meter, document reader/printer and license camera.

26.* Maintains the City Clerk's/Council (agendas/minutes/calendar) portion of the City's website.

*Essential functions.

Minimum Qualifications:

1. Considerable knowledge of office methods, practices and equipment.

2. Ability to learn the laws, ordinances and regulations with respect to functions performed within three months.

3. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, clerical accuracy, etc.

4. High level of proficiency in typing accurately at a prescribed rate of speed as determined by the Civil Service Commission.

5. Skill in handling difficult and complex office situations.

6. Ability to exercise good judgment, courtesy and tact in receiving office callers and making proper disposition of problems.

7. Ability to keep accurate statistical records and make reports.

8. High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction.

9. Three years of progressively responsible typing and clerical experience and knowledge of Microsoft Word.

DRFT 05 2008

CITY OF SHEBOYGAN

CONFIDENTIAL SECRETARY TO THE CHIEF ADMINISTRATIVE OFFICER CODE A06010N
Grade 4

Reports to: Chief Administrative Officer	Department: Finance
Classification: Non-exempt	Division: Non-Represented
Date:	Approved:

Nature of Work:

Under general supervision, performs administrative and complex secretarial work for the COA Director. Utilizes independent judgment, confidentiality and initiative in daily work.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1.* Reports to the COA and completes assignments as directed.

2.* Maintains confidentiality in all aspects of work.

3. * Researches, organizes, and prepares correspondence and complex statistical or financial reports and performs data entry for stockroom, timecards, and other sources.

4.* As directed by the COA, processes purchase requisitions, purchase orders, accounts payable invoices, DEV's and bid documents.

5.* Maintains departmental files and releases custody to the succeeding COA or confidential secretary.

6.* Receives and screens telephone calls and visitors, and maintains a department calendar; coordinating meetings agendas and appointments.

7.* Receives citizen concerns, adjusts or refers as appropriate, answers inquiries, and supplies information to interested parties. Decisions are based on adopted Council ordinances and resolutions, departmental regulations, procedures and policies.

8.* Opens incoming mail, answers routine correspondence, and routes technical inquiries to the proper person.

9.* Receives payments; issues permits, licenses, and receipts.

10.* Operates and handles the routine upkeep of special office equipment such as calculators,

photocopy machines, typewriters, fax machines, and computers.

11. Performs related work as assigned.

*Essential Functions

Minimum Qualifications:

1. Considerable knowledge of office methods, practices, and equipment.

2. by the end of the probationary period, knowledge of the laws, ordinances, policies and regulations and their impact to the finance department.

3. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, keyboarding, etc.

4. Proficiency in typing accurately and word processing at a prescribed rate of speed as determined by the Civil Service Commission.

5. Ability to use Microsoft Word, Excel, Access and Outlook.

6. Skill in handling difficult and complex office situations.

7. Ability to train new employees regarding City and departmental policies and procedures.

9. Ability to maintain good public relationships and to exercise good judgment, courtesy, and tact in receiving office callers and making proper disposition of problems.

10. High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction.

11. Four (4) years of progressively responsible secretarial and/or accounts payable experience.

Approved S/G 9/4/08

CITY OF SHEBOYGAN

MC Scheduler Dispatch
Grade 03

Reports to: Operations Supervisor	Department: Sheboygan Transit – Metro Connections
Classification: Non-exempt	Division: Non-Represented
Date:	Approved: Transit Commission January 25, 2012

Basic Purpose and Objective of the Job

Responsible for daily money counting, data entry, dispatching, overseeing the daily activities of drivers.

Principal Accountabilities

1. Ensure drivers adhere to all organizational and program policies and procedures.
2. Assure accuracy in daily money counting
3. Maintain records of all money
4. Maintain token supply
5. Coordinate schedule for vehicle usage and availablity
6. Coordinate with local agencies to schedule routine rides.
7. Route and prepare daily passenger trip schedules.
8. Performs other related duties as assigned.

Decision-Making Authority

Vehicle scheduling for operations and maintenance
Driver and client concerns/questions
Daily driver schedules/routing
Accident procedure/policy to follow
Client scheduling
Area of service questions

Knowledge and Skills Required

Education-High School Diploma or equivalent

Experience-

-Experience working within a specialized transportation service.
-Computer skills
- Accounting skills
-Phone skills
-Communication skills
-Ability to work with a diverse population
-Well organized and able to perform multiple tasks
-Valid WI drivers license

CITY OF SHEBOYGAN

Metro Connection/Parking Utility
Grade 08

Reports to: Transit Director	Department: Sheboygan Transit – Metro Connections
Classification: Exempt	Division: Non-Represented
Date:	Approved: Transit Commission January 24, 2012

Basic Purpose and Objective of the Job

1) Supervise the Elderly & Disabled Transportation Services with leadership resulting in positive results for Metro Connection and Sheboygan Transit (Shoreline Metro)

2) Supervise the Parking Utility with leadership resulting in positive results for the Sheboygan Parking Utility.

Principal Accountabilities

1. **Function**: Responsible for supervision, evaluation and development of staff.

   a) Create a positive team atmosphere for maximum staff productivity.

   b) Maintain employment procedures that are consistent with Sheboygan Transit/ Parking Utility protocols and procedures.

   c) Provide each staff member with a clear understanding of their responsibilities and provide support and guidance as needed.

   d) Adhere to disciplinary action that is consistent with Sheboygan Transit/ Parking Utility policies and practices.

   e) Comply with labor laws and Sheboygan Transit/Parking Utility personnel policies and practices.

   f) Prepare and submit employee illness/injury reports as required.

   g) Other duties as assigned

2. **Function**: Responsible for supervision of Metro Connection/Parking Utility.

   a) Day-to-day supervision of E & D transportation operations and Parking Utility operations.

   b) Have complete knowledge and understanding of departmental contract(s).

   c) Maintain familiarity with federal, state, and local regulations relating to assigned programs and implement procedural changes as necessary to assure continued compliance.

   d) Participate in planning and goal setting.

e) Prepare and submit periodic and special reports in a timely manner to Transit Director. Prepare written materials including reports, correspondence and procedures.

f) Determine acceptable service and equipment in cooperation with the Transit Director.

g) Coordinate with Sheboygan County regarding Metro Connection.

h) Establish and maintain effective working relationships with Sheboygan Transit staff, City staff, Sheboygan County Health & Human Services staff, elected officials, community organizations and others in contact with Sheboygan Transit/ Sheboygan Parking Utility.

i) Review program operations and procedures for cost effectiveness, efficiency, service quality and goal achievement. Plan and implement improvements as required.

j) Monitor programs to assure compliance with service contracts.

k) Document and follow-up with complaints in a timely and appropriate manner.

3. **Function**: Accountability for program funds.

a) Assist Transit Director with the preparation of program budget. Monitor and evaluate budget compliance on an ongoing basis. Recommend and take appropriate action as needed for budget compliance.

b) Carry out financial transactions in strict compliance with prescribed accounting policies. Review and update records regularly. Submit required reports when due.

c) Coordinate schedule to maintain parking meter money collection.

d) Coordinate vehicle replacement plan with Transit Director.

4. **Function**: Conduct business in a professional and appropriate manner that minimizes risk to Sheboygan Transit/ Sheboygan Parking Utility.

a) Identify possible risks to Sheboygan Transit/Sheboygan Parking Utility, take reasonable immediate action to remedy the situation and report to the Transit Director.

b) Ensure that confidentially is respected within the work unit including information pertaining to personnel matters, compensation and personal client data.

5. **Function**: Provide support of Sheboygan Transit/Sheboygan Parking Utility development, public information and marketing efforts.

a) Identify potential areas for funding. Recommend action to maximize revenue generation.

b) Prepare grant application(s) in coordination with Transit Director.

c) May be required to serve in the absence of the Transit Director in coordination with current and potential transportation funding sources, governmental bodies, other human service agencies, community organizations and the public.

6. **Function**: Performs other related duties as may be assigned.

a) Seek information to clearly identify and define task(s).

b) Identify and obtain special resources needed to perform task(s).

c) Familiarization and understanding of all divisions within Sheboygan Transit/Parking Utility will be maintained.

d) Any other duties as determined by the Transit Director.

Dimensions

Metro Connection Drivers:	22
Metro Connection Fleet:	12
Sheboygan Parking Utility Staff	4
Sheboygan Parking Utility Fleet	5

Decision-Making Authority

Supervise Metro Connection/Parking Utility staff
Make decisions about day to day operations of the service
Disciplinary action of staff as warranted
Client complaints and concerns
Assist Director with preparation and submission of grant proposals
Assist Director with preparation and submission of budget for 85.21 funds
Supervisor other Sheboygan Transit staff as appropriate

Knowledge and Skills Required

Education-

- A college degree or equivalent combination of education and experience may be substituted.

Experience-

- Experience working in Public Transit
- Experience working in Human Service Transportation
- Experience in Supervisor responsibilities
- Management of equipment usage.
- Proven experience with contract management, capital and operating budget preparation.
- Knowledge of risk management
- Thorough knowledge and understanding of Humans Services/Fixed Route transportation regulations and the Americans with Disabilities Act (ADA).
- Ability to analyze federal/state and local transportation regulations.
- Valid WI Commercial Drivers License, class B, with passenger "P" endorsement and without air brake restriction. (Must have or able to obtain.)
- Must submit to FTA required drug and alcohol testing requirements including, but not limited too, pre-employment, post-accident, random and reasonable suspension as a condition of employment.

CITY OF SHEBOYGAN

City Planning Extra Help (Landscape) **Code D07320X**
Grade 04

Reports to:	Manager of Planning and Zoning	Department:	City Planning and Development
Classification:	Non-Exempt	Division:	Non-Rep
Date:		Approved:	

Position Summary:

The purpose of this position is to provide design expertise to review planning and development activities within the Department of City Development and to assist in the administration of the Community Development Block Grant Program.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1.* Prepares site and landscape plans for City projects such as parks, parking facilities, urban design and streetscapes. Coordinates projects with the Park Superintendent, Park Board, City Engineer, Parking Utility Manager, Harbor Centre BID and affected businesses.

2.* Prepares grant applications to State and Federal agencies for park, urban design and open space facilities.

3.* Administers Federal and State open space grants in coordination with the Dept. of Public Works and City Finance Dept.

4.* Reviews and prepares reports regarding site design aspects of zoning, planning and development proposals for Dept. of City Development and prepares reports to the Zoning Board of Appeals, Plan Commission, Industrial Development Commission, Redevelopment Authority and Architectural Review Board. Coordinates site design with City Engineer, Police and Fire Departments and Water Utility.

5.* Prepares neighborhood development plans for the revitalization of older neighborhoods and the development of new subdivisions to ensure proper consideration of open space and drainage requirements, preservation of natural features and improvements to the visual quality of development and redevelopment. Coordinate this task with the Parks and Forestry Superintendent, City Engineer, Wisconsin DNR neighborhood groups and developers.

6.* Supervises City projects designed and bid through the Dept. of City Development. This includes coordination with inspections services, City Engineer and Parks Dept. Manages and processes pay requests from contractors.

7.* Manages the historic preservation program for the Department. Works with developers and consultants to determine suitability of structures for historic restoration; reviews architectural plans and budgets to ensure compliance with National Park Service restoration standards and administers City's historic grant program.

8.* Develops implementation strategies for the open space aspects of the City's Comprehensive Development Plan. This task will prioritize open space and amenity projects, develop detailed plans and budgets for projects and make presentations to the Park Board, Public Works Committee and Capital Improvements Commission.

9.* Keeps records, data and reports necessary for management of State and Federal grants.

10.* Enforces Federal Labor Standards for Federally funded development projects.

11.* Maintains land use and zoning maps and coordinates map updates with Engineering Department.

12. Performs other duties as assigned.

Minimum Qualifications:

1. Thorough knowledge of the development laws, codes, principles, practices, modern methods, and techniques as applied to and pertaining to municipal development work.

2. Considerable knowledge of office and field work required to prepare plans, charts, and reports for projects related to city development.

3. Ability to make investigations and a high level of accuracy and proficiency in interpreting and compiling legible records and data. Ability to summarize data and prepare reports.

4. Ability to prepare maps, drawings and illustrative material for technical studies.

5. Ability to communicate effectively in written and verbal instructions.

6. Ability to exercise good judgment, courtesy, and tact in maintaining effective public relations.

7. Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing and an insured automobile for use on the job.

8. Graduation from a college or university of recognized standing with a degree in landscape architecture, urban design, architecture or a related field.

CITY OF SHEBOYGAN

Job Title: Payroll Coordinator **Code: A02041A**
Grade: 6

Reports To: Human Resources Manager **Department: Human Resources**

Classification: non-exempt **Division: Non-Rep**

Date: **Approved: S & G 3/25/13**

POSITION SUMMARY:
This position is responsible for managing the payroll/human resources system for approximately 600 employees. Assists in the development and administration of employee salary administration programs by performing the following duties:

***ESSENTIAL DUTIES AND RESPONSIBILITIES:**
*Reviews proposed salary actions to ensure conformance with established guidelines and policies.

*Participates in salary surveys and analyzes results to determine organization's market relationship.

*Develops recommendations to adjust salary structure in response to changing organizational needs and market values.

*Assists in the development of human resources information systems, forms, procedures and methods of recordkeeping.

*Analyzes current organizational pay practices and makes recommendations for salary changes to ensure equity.

*Conducts job analysis to determine appropriate salary level according to compensation guidelines and policy formulated by human resources executive.

*Reviews proposals for new or revised classifications to determine appropriate salary grade assignment.

*Develops and implements salary administration guidelines.

*Participates in development and administration of performance review system to ensure compliance with salary administration guidelines.

*Conducts position/wage evaluation and job classification studies and other studies, as directed.

*Implements contractual and governmental changes into PR/HR system.

*Computes and prepares all payroll-related monthly, quarterly and annual reports.

*Computes and compiles retirement/severance pay estimates and meets with retirees to discuss benefit options.

*Assists auditors with payroll information at year-end processing time.

*Examine and review Unemployment Insurance claims and investigate and report issues to the Department of Workforce Development.

*Functional team lead for PR/HR system.

*Interprets ordinances, policies and regulations to employees and governmental agencies, adjusts complaints and prepares information involving procedures and regulations.

Assists in the administration of the City's health, dental and life insurance plans and other employee benefit programs.

Researches special compensation programs or incentive systems to support the organizations' objectives.

Writes new job descriptions and revises current ones.

Advises management on compensation actions for employees.

Ensures compliance with State & Federal laws, regarding payroll.

QUALIFICATION REQUIREMENTS:
Considerable knowledge of accounting principles, payroll regulations and specialized knowledge of State and Federal laws relating to payroll administration. Proficiency in Microsoft Word, Excel and HRIS systems.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:
A Bachelor's Degree in Accounting or Business Administration from an accredited institute of higher learning or equivalent, along with a minimum of five years of progressively responsible experience in payroll accounting or benefits administration, preferably in a government setting.

PRE-EMPLOYMENT:
Job offers for this position are contingent on the individual passing a pre-employment drug screen.

LANGUAGE SKILLS:
Ability to read, analyze and interpret general goverment periodicals, technical procedures and government regulations. Ability to write documents, correspondence and procedure manuals. Ability to effectively present information and respond to questions from employees and the general public.

MATHEMATICAL SKILLS:
Ability to calculate figures and amounts, to apply concepts such as fractions, percentages, ratios, proportions and perform analytical procedures.

REASONING ABILITY:
Ability to exercise good judgement, investigate, define problems and offer solutions, research and collect data, analyze information and establish facts and draw valid conclusions.

TECHNOLOGY SKILLS:
Ability to create documents in MS Word and spreadsheets in MS Excel, ability to use and maintain e-mail and calendars, ability to develop and maintain customized reports in MUNIS PR/HR system. Conduct end-user training in MUNIS PR/HR system.

OTHER SKILLS:
Ability to take initiative, interpret and apply policies and procedures, be organized, be detail-oriented, be prioritized, meet time-lines, set goals, implement changes, handle sensitive and confidential situations/information in a positive and proactive manner, work in a fast-paced environment, ask questions, give feedback and work independently, as well as within a team structure environment. Ability to interpret extensive variety of contractual language.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk.

The employee must regularly lift and/or move up to 10 pounds.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF SHEBOYGAN

TV PROGRAM DIRECTOR **CODE A01880D**
Class Grade 5

Reports to: Information Systems Manager Department: IT

Classification: **Exempt** Division: Non-Rep

Date:

Nature of Work:

Under general direction of the Information Systems Manager, plans, develops, coordinates, and oversees all on-air operations and programming which will be telecast on WSCS-TV; supervises volunteer and part-time employees who will assist in programming activities; maintains sole responsibility for the maintenance of video production studio and equipment; insures that City announcements are broadcast on Cable TV as requested; devises advertising programs which will generate income to subsidize City budget allocations for local programming; and performs related work as required. Requires independent judgment, discretion, and initiative.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1. * Provides management, leadership, and direction for matters concerning the Community Cable TV Channel.

2. * Solicits, reviews, produces, and schedules local programming and maintains administrative contacts with programming providers. Work outside regular office hours may be required.

3. * Supervises, recruits, trains, and works with volunteer and paid production staff.

4. * Maintains equipment inventory and develops forms, contracts, and documents necessary to insure the smooth operation of the Community Cable TV Channel.

5. * Prepares yearly budget and equipment recommendations.

6. * Suggests revisions to Community Cable T.V. Policies and Procedures Manual as needed.

7. * Insures proper maintenance, operation, and security of equipment.

8. * Solicits program advertising and sponsorships to subsidize City budget allocations.

9. * Produces and edits materials for commercials.

10. * Coordinates local programming public relations activities.

11. Prepares miscellaneous reports as requested by City officials.

12. Performs related work as required.

* Essential Functions

Minimum Qualifications:

1. Five years of responsible professional experience in the production and direction of television programs.

2. Considerable knowledge of television production practices and techniques including studio and portable production methods.

3. Extensive knowledge of video equipment systems and of the methods, tools, and materials used in television production.

4. Basic knowledge of program planning techniques and methods.

5. Strong organizational and teaching skills and the ability to develop positive relationships with City staff, community organizations, and volunteers.

6. Knowledgeable in the regulations which apply to local Cable TV operations.

7. Must have ability to lift 50 pounds.

8. Must possess valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

CITY OF SHEBOYGAN

TV Production Coordinator

Code A01090N

Class Grade 5

Reports to: TV Program Director

Department: IT

Classification: Non-exempt

Division: Non-Represented

Date Approved:

POSITION SUMMARY

Under the direction of the TV Program Director, assists in the design and implementation of on-air programming and procedures to ensure the successful operation of WSCS TV. Supervises part-time employees and volunteers who assist in programming activities. Directs WSCS TV productions and assumes duties of TV Program Director in his/her absence.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1. *Assists the TV Program Director in the general operation of and use of the WSCS TV 8 studio and production facilities.

2. *Recruits, trains, and supervises paid and volunteer production staff.

3. *Produces, tapes, and schedules community programming. Work outside regular office hours will be required.

4. *Directs programming at WSCS studio and at remote locations. Work outside regular office hours will be required.

5. *Develops WSCS budgets and the revision of production policies.

6. *Produces and edits material for commercials and may solicit program advertising.

7. Assumes responsibilities of TV Program Director in his/her absence.

8. Performs related work as required.

*Essential Functions

Minimum Qualifications:

1. Bachelor's Degree in Broadcast/Communications with experience in video productions, preferable in a local access television environment or any combination of education and experience that provides a high level of knowledge, skills, and abilities.

2. Extensive knowledge of video equipment systems and of the methods, tools, and materials used in television production.

3. Basic knowledge of program planning techniques and methods.

4. Experience in script writing.

5. Strong organizational skills and ability to develop positive relationships with City staff, community organizations, and volunteers.

6. Excellent verbal and written communication skills.

7. Experience in linear and non-linear editing.

8. Must have ability to lift 50 pounds.

9. Must possess valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

Job Code changed from A01090B to A01090N 12/99 to reflect non-represented, non-exempt status.

CITY OF SHEBOYGAN

Systems Analyst **CODE D06440D**
Class Grade 09

Reports to:	Information Systems Manager	Department:	IT
Classification:	Exempt	Division:	Non-Represented
Date:	April 3, 2013		

POSITION SUMMARY

Under general direction, is responsible for the analysis, development, coding, testing, and debugging of computer programs and systems from user interview through implementation. Defines system specifications and develops all levels of required documentation along with related work as required.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1.* Confers with user department representatives when necessary to improve, implement, or analyze requested changes to existing programs and/or systems.

2.* Confers and recommends alternative solutions regarding length of program runs (timing) problems and/or abolishing obsolete programs and non-essential data files.

3.* Conducts feasibility studies to determine if given systems or procedures may economically and efficiently be considered for EDP adoption.

4.* Conducts detailed research on record keeping systems and procedures including the collection, transfer, processing, utilization, and storage of information.

5.* Prepares cost comparisons for various approaches to problem solution considering time, equipment, material, and personnel.

6.* Designs forms for use in modified or new systems.

7.* Designs detailed flow charts and fully documents entire procedures and writes complex programs.

8.* Aids in solving problems relating to existing or proposed equipment configurations.

9.* Prepares operating and restart procedures for computer operators and assigns distribution of reports.

10. Participates in the operating of data processing equipment when necessary.

*Essential Functions

Minimum Qualifications:

1. Thorough knowledge of system operation and technique of programming to code data flow.
2. Thorough level of proficiency in complex program design, coding, testing, and implementing operational procedures.
3. Considerable knowledge of systems and procedures to increase efficiency.
4. Thorough knowledge of the operation of a computer and program methods for conversion from mechanical and clerical processes to the computer.
5. Considerable knowledge of accounting, finance, and business methods.
6. Ability to express oneself clearly and concisely both orally and in writing.
7. Ability to work effectively and portray a professional attitude while dealing with co-workers and user representatives.
8. Graduation from an accredited college or institution of higher learning with the emphasis on business and COBOL, plus experience in data processing (or the equivalent training and experience which provides the required knowledge, skills, and ability.)

CITY OF SHEBOYGAN

PERSONAL COMPUTER SPECIALIST **CODE D06450A**
Class Grade 8

Reports to: Information Systems Manager Department: IT

Classification: Non-Exempt Division: Non-Rep

Date: April 3, 2013

Nature of Work:

Under general supervision, codes computer programs including testing and debugging. Develops and assists on personal computers, operates main computer, and performs related work as required.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1.* Develops logic block diagrams of programs considering economical and full utilization of equipment, creates program sheets from information on logic block diagram.

2.* Codes, prepares test data and tests, and debugs programs, making necessary adjustments.

3.* Prepares operations, instructions and program documentation according to established standards.

4.* Works with Programmer/Analyst on developing code from specifications through implementation.

5.* Operates computer, writes letters, prepares reports, maintains records, types documentation, and performs related work.

6.* Develops codes on personal computers and assists users with installation and set-up of hardware and software.

7.* Performs other related duties as assigned.

*Essential Functions

Minimum Qualifications:

1. Working knowledge of COBOL, RPG III, statistical procedures, and modern office methods.

2. Aptitude for programming and analyzing and solving complex problems.

3. Proficiency in operating electronic data processing equipment.

4. Ability to work effectively with employees and departmental representatives.

5. High level of accuracy and proficiency in interpreting and compiling records and data, ability to collate and summarize data, prepare reports, and communicate effectively in written
and verbal forms.

6. Experience on personal computers including set-up, networking, and coding.

7. Graduation from an accredited college or institution of higher learning with the emphasis on business and COBOL (or equivalent training and experience which provides the required knowledge, skills, and ability).

8. Must be Novell certified within twelve (12) months of date of hire.

Gen Ord 18-10-11
9/2010

X

Gen. Ord. No. _____ - 12 - 13. By Alderperson Heidemann. April 3, 2013.

AN ORDINANCE repealing and recreating Section 2-730 of the Municipal Code relating to the functions and duties of the senior activity center commission.

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

Section 1. Section 2-730 of the Sheboygan Municipal Code entitled "Functions and duties" is hereby repealed and recreated to read as follows:

"Sec. 2-730. *Functions and duties.*

(a) The chief administrative officer in consultation with the senior activity center commission shall establish and direct policy of the multipurpose senior activity center, shall develop a mission statement, shall establish goals, shall be involved in the selection and appointment of a full-time supervisor, shall establish bylaws, subject to common council approval, and shall govern the facilities and activities.

(b) The hours of operation of the senior activity center of Sheboygan shall be from 8:00 a.m. to 4:00 p.m. Monday through Thursday, and on varied evenings, Fridays and weekends as established by the chief administrative officer in consultation with the senior activity center commission, except for city-observed holidays.

(c) The chief administrative officer with input from the senior activity center commission shall direct and supervise the management and operation of the senior activity center in accordance with appropriate city policies and procedures.

(d) The chief administrative officer in consultation with the senior activity center commission shall oversee the budget and financial activities of the senior activity center, subject to common council approval.

(e) The chief administrative officer in consultation with the senior activity center commission shall report to the common council on the status of the management and operation of the senior activity center annually.

(f) To encourage and promote gifts, grants and donations of money and property from all available resources for senior activity center purposes."

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

Gen. Ord. No. ____ - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE repealing Article III of Chapter 29 of the 1975 Municipal Code and creating Section 82-2 of the Municipal Code relating to the position of director of human resources and labor relations.

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

Section 1. Article III of Chapter 29 of the 1975 Sheboygan Municipal Code is hereby repealed in its entirety.

Section 2. Section 82-2 of the Sheboygan Municipal Code is hereby created to read as follows:

"Sec. 82-2. *Director of human resources and labor relations.*

(a) The position of director of human resources and labor relations is hereby established for the city service.

(b) Appointment. The director of human resources and labor relations shall be appointed by the common council based on the recommendation of the chief administrative officer and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure. Effective for appointments made on and after August 1, 2013, the common council shall appoint based on the recommendation of the chief administrative officer and the mayor from a list of qualified candidates provided by the civil service commission.

(c) Duties and powers.

(1) The director shall be responsible for labor contract negotiations, administration of the employee benefit and salary plans, and related work. The director shall make recommendations regarding reorganization and personnel policies to the salaries and grievances committee.

(2) The director shall be the official upon or with whom all personnel-related notices, requests for hearings, complaints, or other official documents shall be served or filed, except those complaints, notices or other official documents which are prescribed by law to be served upon other city officials.

(3) The director shall have access to all necessary records and papers, the examination of which will aid in the disposition

of said complaints and notices and in the discharge of the director's duties.

(4) The director shall be responsible for such other policies, rules and regulations not inconsistent with this chapter and other personnel-related ordinances as the director deems necessary for its enforcement and administration.

(5) The director shall be the administrative officer of the civil service system. The director shall render such additional services in connection with the civil service system or may be requested by the chief administrative officer and common council.

(6) The director shall have charge of recruitment, applications for employment, and the examination of applicants for positions, and shall be the custodian of the personnel records."

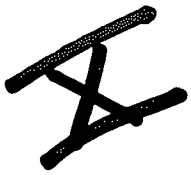
Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



Gen. Ord. No. _____ - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE repealing and recreating Subsection 2-224(d) of the Municipal Code relating to the terms of appointive officials.

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

Section 1. Subsection 2-224(d) of the Sheboygan Municipal Code entitled "Appointive officials" is hereby repealed and recreated to read as follows:

"Sec. 2-224. *Terms.*

. . .

(d) Appointive officials. All appointive officials, except as otherwise provided, shall be appointed at-will, removable by the appointing authority at pleasure."

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



Charter Ord. No. _____ - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the Finance Director/Treasurer.

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

Section 1. Subsection 2-937(a) of the Sheboygan Municipal Code entitled "Appointment and term" is hereby repealed and recreated to read as follows:

"Sec. 2-937. *Finance director/treasurer.*

(a) Appointment. The finance director/treasurer shall be appointed by the common council based on the recommendation of the chief administrative officer and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure. Effective for appointments made on and after September 1, 2013, the common council shall appoint based on the recommendation of the chief administrative officer and the mayor from a list of qualified candidates provided by the civil service commission."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

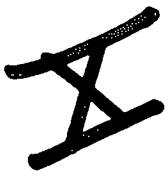
Section 3. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



Charter Ord. No. ____ - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) repealing Charter Ord. No. 1-97-98 and creating Chapter 2, Article IV, Division 4 of the Municipal Code providing for the appointment of the city assessor.

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

Section 1. Charter Ordinance No. 1-97-98, providing for the appointment of the city assessor under secs. 62.09(3)(b)2 and 5 of the Wisconsin Statutes, is hereby repealed.

Section 2. Division 4 of Article IV of Chapter 2 of the Sheboygan Municipal Code is hereby created to read as follows:

"**Chapter 2 - ADMINISTRATION**

. . .

ARTICLE IV. DEPARTMENTS

. . .

DIVISION 4. CITY ASSESSOR

Sec. 2-415. City assessor.

(a) Appointment. The City assessor shall be appointed by the common council based on the recommendation of the chief administrative officer and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure. Effective for appointments made on and after September 1, 2013, the common council shall appoint based on the recommendation of the chief administrative officer and the mayor from a list of qualified candidates provided by the civil service commission.

(b) Qualifications. No person may assume the office of City assessor unless certified by the State of Wisconsin department of revenue pursuant to sec. 73.09 of the Wisconsin Statutes as qualified to perform the functions of the office of assessor."

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as

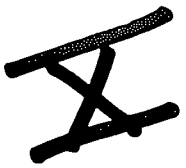
provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



Gen. Ord. No. ___ - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE repealing and recreating Section 86-92 of the Municipal Code relating to the appointment of the director of planning and development.

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

Section 1. Section 86-92 of the Sheboygan Municipal Code entitled "Appointment and term" is hereby repealed and recreated to read as follows:

> "Sec. 86-92. *Appointment.*
>
> The director of planning and development shall be appointed by the common council based on the recommendation of the chief administrative officer and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure. Effective for appointments made on and after August 1, 2013, the common council shall appoint based on the recommendation of the chief administrative officer and the mayor from a list of qualified candidates provided by the civil service commission."

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

II

Other Matters

9.1

R. O. No. ____ - 12 - 13. By CITY CLERK. April 3, 2012.

Submitting a communication from Stephanie Sebor of Winston & Strawn LLP informing the City that effective December 5, 2012, Veolia ES Solid Waste Midwest, LLC changed its name to Advanced Disposal Services Solid Waste Midwest LLC.

P.W.

Susan Richards

City Clerk

WINSTON
& STRAWN
LLP

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March 29, 2013

VIA CERTIFIED MAIL

City of Sheboygan
Attn: Sue Richards, City Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

Re: Name Change for Surety Bond

Dear Ms. Richards:

This is to inform you that effective December 5, 2012, Veolia ES Solid Waste Midwest, LLC changed its name to **Advanced Disposal Services Solid Waste Midwest, LLC** ("Midwest"). I have enclosed a copy of the corporate name change amendment from the Wisconsin Department of Financial Institutions. The name change occurred following the sale of all of the issued and outstanding stock of Veolia ES Solid Waste, Inc. ("Solid Waste"), a remote parent company of Midwest, to ADS Waste Holdings, Inc. on November 20, 2012. The sale of Solid Waste's stock has not resulted in a change in ownership of Midwest, which continues to be a remote subsidiary of Solid Waste. Further, Midwest continues to own and operate the Sheboygan Transfer Station, only under a new name.

Surety Bond # 300866 issued to Midwest in favor of the City of Sheboygan has been modified to reflect the name change. Specifically, the Surety has issued a Name Change Rider modifying the bond to change the Principal Name from Veolia ES Solid Waste Midwest, LLC to **Advanced Disposal Services Solid Waste Midwest, LLC.** I have enclosed two original signed copies of the Name Change Rider for your records.

Please call me with any questions regarding the name change for Midwest or the Name Change Rider for Surety Bond # 300866.

Sincerely,

Stephanie Sebor

Stephanie Sebor

CHI:2732145.1

Sec. 183.0203
Wis. Stats.

12 DEC -4 P 3:34

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

ARTICLES OF AMENDMENT - LIMITED LIABILITY COMPANY

Note: Articles of Amendment cannot be filed to add or remove members, managers or owners of the limited liability company. Member and manager information should be listed in the company's operating agreement. The operating agreement is not filed with the Department of Financial Institutions.

A. The present limited liability company name (prior to any change effected by this amendment) is:

Veolia ES Solid Waste Midwest, LLC

(Enter Limited Liability Company Name)

Text of Amendment (*Refer to the existing articles of organization and the instructions on the reverse of this form. Determine those items to be changed and enter the number identifying the paragraph in the articles of organization being changed and how the amended paragraph is to read.*)

RESOLVED, THAT the articles of organization be amended as follows:

Article 1.

Name of the limited liability company: Advanced Disposal Services Solid Waste Midwest, LLC

STATE OF WISCONSIN
FILED
DEC - 5 2012
DEPARTMENT OF
FINANCIAL INSTITUTIONS

B. Amendment(s) to the articles of organization was adopted by the vote required by sec. 183.0404(2), Wis. Stats.

Sole Member:
Veolia ES Solid Waste of North America, LLC

C. Executed on November29, 2012
(Date)

(Signature)

Title: ☑ Member **OR** ☐ Manager

(Select and mark (X) the appropriate title) Christian B. Mills, Assistant Secretary
(Printed name)

This document was drafted by Cameron Brown
(Name the individual who drafted the document)

FILING FEE - $40.00

DFI/CORP/504(R09-05)

1

ARTICLES OF AMENDMENT – Limited Liability Company

CAMERON BROWN
WINSTON AND STRAWN LLP
200 PARK AVENUE
NEW YORK, NY 10166

▲ **Enter your return address within the bracket above.**

Phone number during the day: (212) 294 - 5306

INSTRUCTIONS (Ref. sec. 183.0203 Wis. Stats. for document content)

Submit one original and one exact copy along with the required filing fee of $40.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under sec. 183.0107(1g)(c).		
Mailing Address: Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	**Physical Address for Express Mail:** Department of Financial Institutions Division of Corporate & Consumer Services 345 W. Washington Ave – 3rd Fl. Madison WI 53703	Phone: 608-261-7577 FAX: 608-267-6813 TTY: 608-266-8818

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

A. State the name of the limited liability company (before any change effected by this amendment) and the text of the amendment(s). The text should recite the resolution adopted (e.g., "Resolved, that Article 1 of the articles of organization be amended to read: . . . . . (enter the amended article).

An amendment may change or add only those provisions that are required under sec. 183.0202, Wis. Stats., to be included in articles of organization. If the amendment changes the name of the limited liability company, the new name must contain the words "limited liability company", or "limited liability co." or end with the abbreviation "L.L.C." or "LLC".

B. This statement is required by sec. 183.0203(2)(c).

C. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: A member of the limited liability company, if management is vested in the members, or a manager if management is vested in one or more managers. Select and mark (X) the appropriate choice in item C.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

RIDER TO SURETY BOND

PURPOSE: NAME CHANGE

To be attached to Bond Number 300866, issued by Ohio Indemnity Company, as Surety in the amount of Five Hundred Eleven Thousand Nine Hundred Fifty and 00/100 Dollars ($511,950.00), on behalf of Veolia ES Solid Waste Midwest, LLC, in favor of the City of Sheboygan.

In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that the bond shall be modified to read as follows: The above said Principal Name shall be changed to Advanced Disposal Services Solid Waste Midwest, LLC.

All other items limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed and sealed this 19th day of March 2013.

Principal: **Advanced Disposal Services Solid Waste Midwest, LLC**

By: Marti Dickman, VP Fin
(Title)

Surety: **Ohio Indemnity Company**

By: _____
Cheryl C. May, Attorney-In-Fact

OHIO INDEMNITY COMPANY
COLUMBUS, OHIO
POWER OF ATTORNEY

DOCUMENT NO. A 4077 POWER NO. **300866**

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint: **CHERYL C. MAY**

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars ($5,000,000).

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 21st day of April, 2010.

OHIO INDEMNITY COMPANY

BY: _____
John S. Sokol, President

BY: _____
Stephen J. Toth, Vice President

Notary Public)
State of Ohio) SS:

On this 21st day of April, 2010, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.

OFFICIAL SEAL
SHERRY E. BIXLER
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN PICKAWAY COUNTY
MY COMMISSION EXPIRES
01/06/2015

Sherry E. Bixler, Notary Public
My Commission Expires 01/06/2015

State of Ohio) SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 19th day of March 2013 .

BY: _____
Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.

UNI-POA-V6

RIDER TO SURETY BOND

PURPOSE: NAME CHANGE

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All other items limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed and sealed this 19th day of March 2013.

Principal: **Advanced Disposal Services Solid Waste Midwest, LLC**

By: Marti DiCerman, VPRM
(Title)

Surety: **Ohio Indemnity Company**

By: _____
Cheryl C. May, Attorney-In-Fact

OHIO INDEMNITY COMPANY
COLUMBUS, OHIO
POWER OF ATTORNEY

DOCUMENT NO. A 4078 POWER NO. **300866**

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint: **CHERYL C. MAY**

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars ($5,000,000).

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 21st day of April, 2010.

OHIO INDEMNITY COMPANY

OHIO INDEMNITY COMPANY CORPORATE SEAL COLUMBUS, OHIO

BY: _____
John S. Sokol, President

BY: _____
Stephen J. Toth, Vice President

Notary Public)
State of Ohio) SS:

On this 21st day of April, 2010, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.

NOTARIAL SEAL STATE OF OHIO

OFFICIAL SEAL
SHERRY E. BIXLER
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN PICKAWAY COUNTY
MY COMMISSION EXPIRES
01/06/2015

_____
Sherry E. Bixler, Notary Public
My Commission Expires 01/06/2015

State of Ohio) SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 19th day of March 2013.

OHIO INDEMNITY COMPANY CORPORATE SEAL COLUMBUS, OHIO

BY: _____
Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.

UNI-POA-V6

II

Other Matters

9.2

R. O. No. ____ - 12 - 13. By INTERIM LIBRARY DIRECTOR. April 3, 2013.

The Mead Public Library Board President has reviewed and signed the 2012 Annual Report for submission to the Division for Libraries & Technology (DLT) of the Department of Public Instruction. It is hereby transmitted to the Common Council of the City of Sheboygan for its information. Please direct questions or comments about the report to Karin Menzer, Interim Library Director (459-3400 x3414; Karin.Menzer@meadpubliclibrary.org).

This report will be followed by a local annual report scheduled for review and approval for further distribution by the Library Board at its meeting in April 2013. The Mead Public Library Board annual report will include comparative service data, narrative reports, and detailed financial information.

France

Interim Library Director

R.O. No._____ By Interim Library Director Dated April 1, 2013.

The Mead Public Library Board President has reviewed and signed the 2012 Annual Report for submission to the Division for Libraries & Technology (DLT) of the Department of Public Instruction. It is hereby transmitted to the Common Council of the City of Sheboygan for its information. Please direct questions or comments about the report to Karin Menzer, Interim Library Director (459-3400 x3414; Karin.Menzer@meadpubliclibrary.org).

This report will be followed by a local annual report scheduled for review and approval for further distribution by the Library Board at its meeting in April 2013. The Mead Public Library Board annual report will include comparative service data, narrative reports, and detailed financial information.

Wisconsin Department of Public Instruction
PUBLIC LIBRARY ANNUAL REPORT
PI-2401 (Rev. 01-13)
S. 43.05(4) & 43.58(6)
FOR THE YEAR 2012

INSTRUCTIONS: Complete and return two (2) original signed copies of the form and attachments to your system headquarters:

I. GENERAL INFORMATION

1. Name of Library	2. Public Library System
Mead Public Library	Eastern Shores Library System

3a. Head Librarian First Name	3b. Head Librarian Last Name	4a. Certificate Grade	4b. Certificate Type	5. Certificate Exp. Date
Sharon	Winkle	Gr 1	Regular	03/31/2016

6a. Street Address	6b. Mailing Address or PO Box	7. City / Village / Town	8a. ZIP	8b. ZIP4	9. County
710 N. 8th St.	710 N. 8th St.	Sheboygan	53081	4563	Sheboygan

10. Library Phone Number	11. Fax Number	12. Library E-mail Address of Director
(920)459-3400	(920)459-0204	sharon.winkle@meadpubliclibrary.org

13. Library Website URL	14. No. of Branches	15. No. of Bookmobiles Owned	16. No. of Other Public Service Outlets
www.meadpubliclibrary.org	0	0	0

17. Does your library operate a books-by-mail program?	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and a municipality joining to operate a library. Is your library such a joint library legally established under Wis. Stats. 43.53?
No	No

19a. Winter Hours Open per Week	19b. Number of Winter Weeks	19c. Summer Hours Open per Week	19d. Number of Summer Weeks
64	38	50	14

20. Annual Public Service Hours for the Main Library and Any Branches and Bookmobiles	21. Square Footage of Public Library	22. Did your library move to a new facility or branch or expand an existing facility during the fiscal year?
3,132	88,000	No

II. LIBRARY COLLECTION

	Number Owned / Leased	Number Added
1. Books in Print	307,875	20,481
2. Electronic Books *E-books*	65,732	
3. Audio Materials	16,217	1,750
4. Electronic Audio Materials *Downloadable*	9,650	
5. Video Materials	23,471	2,726
6. Electronic Video Materials *Downloadable*	319	
7. Other Materials Owned *Describe* Kindles 7; Pamphlets 9140, Maps 1451, Toys 46, Energy Meters 2	10,646	
8. Databases Locally Owned or Leased	9	
9. Total Databases *Local, regional, and state*	56	
10. Subscriptions *Include periodicals and newspapers, exclude those in electronic format*	419	

III. LIBRARY SERVICES

1. Circulation Transactions		2. Interlibrary Loans	
a. Total Circulation	b. Children's Materials	a. Items Loaned *Provided to*	b. Items Received *Received from*
757,380	224,290	107,260	61,125

3. Number of Registered Borrowers			4. Reference Transactions		5. Library Visits	
a. Resident	b. Nonresident	c. TOTAL	a. Method	b. Annual Count	a. Method	b. Annual Count
38,471	12,759	51,230	Actual Count	34,334	Actual Count	338,399

6. Uses of Public Internet Computers		7a. Number of Licensed Database Sessions	7b. Number of Locally-Created, Non-commercial Database Sessions
a. Method	b. Annual Count		
Actual Count	93,793	102,404	-1

7c. Uses of E-Books by Users of Your Library	7d. Uses of E-Audio by Users of Your Library	7e. Uses of E-Video by Users of Your Library
14,895	3,270	15

8. Programs and Program Attendance Annual Count					9. Number of Public Use Computers	
	a. Children (0-11)	b. Young Adult (12-18)	c. Other Programs	d. TOTAL	a. Total	b. Internet Access
Number of Programs	720	48	204	972	97	93
Attendance	15,633	1,275	1,754	18,662		

IV. LIBRARY GOVERNANCE

1. Library Board Members. List the members of the library board as of the date of this report. List the president first. Indicate vacancies. Report changes to the Division for Libraries and Technology as they occur (when reporting such changes, indicate the departing board members).

	First Name	Last Name	Street Address	City	ZIP+4	Email Address
a.	PRESIDENT Maeve	Quinn	310 St. Clair Avenue	Sheboygan	53081	maeve.quinn@meadpubliclibrary.org
b.	Dolcye	Johnson	1306 North 3rd ST	Sheboygan	53081	dolcyerod@earthlink.net
c.	Darryl	Carlson	917 Bluff Avenue	Sheboygan	53083	darryl.carlson@ci.sheboygan.wi.us
d.	Henry	Nelson	1926 Settlement Trail	Shebogyan	53081	henry.nelson@meadpubliclibrary.org
e.	Kevin	Sampson	1416 N. 10th ST	Sheboygan	53081	kevin.sampson@ci.sheboygan.wi.us
f.	Marge	Segalle	4605 Amanda Lane Apt. A	Sheboygan	53081	maandpaflock@yahoo.com
g.	Chad	Stauber Soik	1024 Main Ave	Sheboygan	53083	chad.staubersoik@meadpubliclibrary.org
h.	Martha	Wortche	2016 N 5th ST	Sheboygan	53081	none
i.	Dirk	Zylman	W910 Garton Rd	Sheboygan	53083	zylmandj@hotmail.com
j.	Kathie	Norman	3217 North Sixth Street	Sheboygan	53083	knorman@charter.net
k.						
l.						

2. Number of Library Board Members *Include vacancies in this count*

V. LIBRARY OPERATING REVENUE

Report operating revenue only. Do not report capital receipts here.

1. Local Municipal Appropriations for Library Service. *Only Joint libraries will report more than one municipality here.*

Municipal Type	Name	Amount
City	Sheboygan	$2,377,053
	Subtotal 1	$2,377,053

2. County

a. Home County Appropriation for Library Service — Subtotal 2a: $577,167

b. Other County Payments for Library Services

Name	Amount	Name	Amount
Calumet	$970		
Fond du Lac	$979		
Manitowoc	$46,515		
Ozaukee	$11,010		
Washington	$267		
	Subtotal 2b		$59,741

3. State Funds

a. Public Library System State Funds

Description	Amount	Description	Amount
Resource Library Contract	$50,297		
b. Funds Carried Forward from Previous Year		c. Other State Funded Program	
	Subtotal 3		$50,297

4. Federal Funds *Name of program and, if LSTA, show project number*

Project Name and Number	Amount
12-123 LSTA	$715
12-203 LSTA	$1,450
Subtotal 4	$2,165

5. Contract Income from Other Governmental Units, Libraries, Agencies, Library Systems, etc.

Name	Amount	Name	Amount
Kohler Foundation Digitization Grant	$4,000		
		Subtotal 5	$4,000

6. Funds Carried Forward *Do not include state aid. Report state funds in 3b above.*	7. All Other Operating Income	8. Total Operating Income *Add 1 through 7*	9. What is the 2013 annual appropriation provided by your governing body/bodies for your public library?	10. Was your library's municipality exempt from the county library tax for 2012? *Wis. Stats. s.43.64(2)*
$701,488	$158,528	$3,930,439	$2,377,053	Yes

VI. LIBRARY OPERATING EXPENDITURES

Report operating expenditures from all sources. Do not report capital expenditures here.

1. Salaries and Wages *Include maintenance, security, plant operations*	2. Employee Benefits *Include maintenance, security, plant operations*
$1,765,650	$638,372

3. Library Collection Expenditures

a. Print Materials	b. Electronic Materials	c. Audiovisual Materials	d. All Other Library Materials	e. Subtotal 3
$261,140	$32,875	$68,752	$17,993	$380,760

4. Contracts for Services from Other Libraries *Include contracts with other libraries, municipalities, and systems here. Include service provider.*

Provider	Amount	Provider	Amount
		Subtotal 4	

5. Other Operating Expenditures	$471,409
6. Total Operating Expenditures *Add 1 through 5*	$3,256,191
7. Of the expenditures reported on line 6, what were operating expenditures from federal program sources?	$2,165

VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT

Report capital income and expenditures by source of income. Do not report any expenditures reported above. Provide a brief description of any expenditures.

Source	Brief Description of Expenditure	Revenue	Expenditure
Federal			
State			
Municipal			
County			
Other			

2. Debt Retirement	3. Rent Paid to Municipality / County	TOTAL		

VIII. OTHER FUNDS HELD BY THE LIBRARY BOARD

All funds under the library board's control must be reported. Report in this section any funds held by the library board (except Trust Funds) that have not been reported in a previous section.

Total Amount of Other Funds at End of Year

IX. TRUST FUNDS

Report the total amount of other funds and trust funds held at end of year.

Total Amount of Trust Funds Held by the Library Board

$986,388

X. STAFF

1. Personnel Listing. Libraries with 15 or fewer employees report all employees under 1a and 1b below. Libraries with more than 15 employees list head librarian, chief assistants, branch librarians, division heads, and other supervisory personnel only.

a. Employees Holding the Title of Librarian. Indicate advanced degrees with a check or an X.

Position	Type of Staff	Annual Salary	Hours Worked per Week	Position	Type of Staff	Annual Salary	Hours Worked per Week
Director / Head Librarian	MLS (ALA)	$106,636	40.00				
Deputy Director	MLS (ALA)	$76,716	40.00				
Adult Services Manager	MLS (ALA)	$72,139	40.00				
Youth Services Manager	MLS (ALA)	$73,153	40.00				
IT Specialist	MLS (ALA)	$64,792	40.00				
Circ/TS Manager	Libm. no-MLS	$72,083	40.00				
PR Specialist	Other	$58,881	40.00				

b. Other Paid Staff *See instructions*

	Type of Staff	Total Annual Wages	Hours Worked per Week	Position	Type of Staff	Total Annual Wages	Hours Worked per Week
Librarian	MLS (ALA)	$200,387	145.00				
Library Assistant or Library Specialist	Libm. no-MLS	$679,423	640.00				
Library Page	Other	$203,587	503.00				
Custodian	Other	$160,833	160.00				

2. Library Staff Full-Time Equivalents (FTEs). Divide the total hours worked per week for each category by 40 to determine full-time equivalents.

a. Persons Holding the Title of Librarian			b. All Other Paid Staff	c. Total Library Staff
Master's Degree from an ALA Accredited Program (FTE)	Other Persons Holding the Title of Librarian (FTE)	Subtotal 2a		
8.63	1.00	9.63	33.57	43.20

XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

1. Of the total circulation reported for your library from Section III, Line 1, what was the total circulation to nonresidents *See instructions for definition of nonresident*

201,600

Divide nonresident circulation among the following categories. The total for 2 through 6 below should equal the number reported in question 1 above.	a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in Your County	41,451	131,964	173,415
3. Circulation to Nonresidents Living in Another County in Your System	3,439	2,420	5,859
4. Circulation to Nonresidents Living in an Adjacent County Not in Your System	4,804	15,481	20,285

5. Circulation to All Other Wisconsin Residents	6. Circulation to Persons from Out of the State
1,577	464

XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS (cont'd.)

7. Are the answers to questions 1 through 6 based on actual count or survey/sample?	8a. Does your library deny access to any residents of adjacent public library systems on the basis of Wis. Stats. s. 43.17(11)(b)?	8b. If yes, do you allow residents in adjacent systems to purchase library cards?
Actual	No	No

9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library

Name of County	Circulation	Name of County	Circulation
a. Calumet	147	f.	
b. Fond du Lac	179	g.	
c. Manitowoc	15,481	h.	
d. Washington	18	i.	
e.		j.	

XII. TECHNOLOGY

1. What type of Internet connection do you have?	2. Is the speed of your Internet connection sufficient to meet patron and staff needs?	3. Does your library use any type of Internet filtering software or service?
☐ a. Only a dedicated or leased line *Often provided by TEACH program* ☐ b. Only a broadband cable or DSL line ☒ c. Both a and b	☐ a. Our speed is sufficient almost all the time (at least 95% of the time). ☒ b. Our speed is sufficient most of the time (at least 80%). ☐ c. Our speed is NOT sufficient most of the time or is not sufficient at critical daily periods.	☐ a. Yes, on all Internet workstations ☒ b. Yes, on some Internet workstations ☐ c. No filtering on any Internet workstations

4. Does your library provide wireless Internet access for patrons' mobile devices?	5a. Method of Counting Wireless Internet Uses *New for 2012—Optional*	5b. Number of Wireless Internet Uses *New for 2012—Optional*
Yes	Not Counted	

XIII. YOUTH SERVICES

1. Summer Library Programming *Estimate if the library does not have this number*

a. How many children and young adults registered or participated in the summer library program?	b. How many children who participated in the summer library program were five or younger?	c. How many of those who participated in the summer library program were age 12-18?	d. What was the total attendance at children's programs at the library this summer? *Children and adults*
2,409	621	620	3,497

2. Drop-in Activities *New for 2012—Optional* *Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants; for example, DIY station, 1000 Books Before Kindergarten, and Online Teen Book Club.*

	a. Children (0-11)	b. Young Adult (12-18)	c. TOTAL
Number of Activities	62		62
Participation	1,393		1,393

3. Name and email address of primary staff person who serves as the children, youth, or teen librarian.

a. First Name	b. Last Name	c. Email Address
Karin	Menzer	karin.menzer@meadpubliclibrary.org

XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS

We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in *Wis. Stats. A check (X) or a mark in the checkbox indicates compliance with the requirement.*

☒ The library is established under s. 43.52 (municipalities), s. 43.53 (joint libraries), or s. 43.57 (consolidated county libraries and county library services) of the Wisconsin Statutes [s. 43.15(4)(c)1].

☒ The library is free for the use of the inhabitants of the municipality by which it is established and maintained [s. 43.52(2), 73 Op. Atty. Gen. 86(1984), and OAG 30-89].

☒ The library's board membership complies with statutory requirements regarding appointment, length of term, number of members and composition. [s. 43.54 (municipal and joint libraries), s. 43.57(4) & (5) (consolidated and country library services), and s. 43.60(3) (library extension and interchange)].

☒ The library board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund [s. 43.58(1)].

☒ The library director is present in the library at least 10 hours a week while library is open to the public, less leave time [s. 43.15(4)(c)6]

☒ The library board supervises the administration of the library, appoints the librarian, who appoints such other assistants and employees as the library board deems necessary, and prescribes their duties and compensation [s. 43.58(4)].

☒ The library is authorized by the municipal governing board to participate in your public library system [s. 43.15(4)(c)3].

☒ The library has entered into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries, and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This shall not prohibit a municipal, county, or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program, or from providing remote access to a library's electronic database only to its residents. [s.43.15(4)(c)4].

☒ The library's head librarian holds the appropriate grade level of public librarian certification from the Department of Public Instruction [s.43.15(4)(c)6 and Administrative Code Rules PI 6.03].

☒ The library annually is open to the public an average of at least 20 hours each week except that for a library in existence on June 3, 2006, annually is open to the public an average of at least 20 hours or the number of hours each week that the library was open to the public in 2005, whichever is fewer [s. 43.15(4)(c)7].

☒ The library annually spends at least $2,500 on library materials. [s. 43.15(4)(c)8].

XV. CERTIFICATION

I CERTIFY THAT, to the best of my knowledge, the information provided in this annual report and any attachments are true and accurate and the library board has reviewed and approved this report.

President, Library Board of Trustees Signature	Name of President	Date Signed
Maeve Quinn	Maeve Quinn	2/28/13
Library Director / Head Librarian Signature	**Name of Director / Head Librarian**	**Date Signed**
Karin G. Menzer	Karin G. Menzer	2/28/13

STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

As required by Wis. Stat. s. 43.58(6)(c), the following statement with the appropriate wording indicated (that the library system either did or did not provide effective leadership and adequately meet the needs of the library) must be approved by the library board. The decision about whether the library system did or did not provide effective leadership and adequately meet the needs of the library should be made in the context of the public library system's statutory responsibilities and the funding which it has available to meet those responsibilities.*

The Mead Public Library Board of Trustees hereby states that in 2012, the Eastern Shores Library System

Name of Public Library *Name of Your Public Library System/Service*

Indicate with an X one of the following two statements.

☒ Did provide effective leadership and adequately meet the needs of the library.

☐ Did not provide effective leadership and adequately meet the needs of the library.

Explanation of library board's response. *Attach additional sheets if necessary.*

* The statement *may* be sent directly to the Division for Libraries and Technology (DLT), c/o John DeBacher, P.O. Box 7841, Madison, WI 53707-7841. This page need not be forwarded to your library system.

CERTIFICATION

The preceding statement was approved by the Public Library Board of Trustees.

Division staff will compile the statements received for each library system and, as required by *Wis. Stat. s. 43.05(14)*, conduct a review of a public library system if at least 30 percent of the libraries in participating municipalities that include at least 30 percent of the population of all participating municipalities report that the public library system did not adequately meet the needs of the library. This statement may be provided to your public library system.

President, Library Board of Trustees Signature	Name of President	Date Signed
Maeve Quinn	Maeve Quinn	2/28/13

COMMENTS

Number of Drop-in Activities for Young Adults 12-18
No data available--2013-02-15
Participation in Drop-in Activities for Young Adults 12-18
No data available--2013-02-15

II

Other Matters

9.3

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

Submitting a communication from Alderperson Matichek providing information with regards to a "four-day work week."

Ald. a Grieve

Susan Richards
City Clerk

EfficientGov
For forward thinking municipal officials.

Online tools to serve your community with efficient, sustainable buildings.

FACILITY DUDE

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Towns Save, Improve Services With Four-Day Work Week

On October 23, 2012 / Finance, Innovation

What Happened
To save money, the town of Gilbert, Arizona, moved most employees from a five-day work week to a four-day week. One year later, the response has been favorable.

Who Cares?
Cities are constantly seeking creative ways to cut costs without impacting services. The Gilbert work-week experiment provides insight into a creative solution that was also intended to boost morale.

The Plan
Back in early 2011, the town council of Gilbert—which is part of the Phoenix metropolitan area—unanimously decided to compress the work week to four days. The plan would close most government offices on Friday, but would extend office hours Monday through Thursday.

According to reports, several other Arizona cities had already compressed their work week to what has become known as a "4-10" schedule: open four days per week, for 10 hours per day. The largest experiment with compressed schedules was in Utah, where a mandatory four-day work week was instituted back in 2008.

Early Results
Before the decision became effective last year, several departments piloted 4-10 schedules to test the impact. The fire and public works departments quickly realized a 39 percent reduction in overtime, and a 21 percent drop in fuel costs, according to reports. In the nearby town of Mesa, annual overtime savings from a 4-10 work week totaled more than $1.5 million.

Later Results
One year later, town officials say the results are positive. Nearly 70 percent of town employees strongly supported the change, and only 6 percent disliked it, according to reports. More importantly, 87 percent of "walk-in customers"—meaning residents or businesses visiting town hall to conduct business—expressed either positive or neutral reactions to the compressed service hours.

Savings have been less impressive, however. According to reports, fuel consumption is down only 1 percent, and electricity costs are also down only nominally—in Public Works, the electricity savings were 6 percent, and two other down buildings saw savings of 3 percent and 10 percent.

Resources
There are some great resources available that could be helpful if you're considering a four-day work week:

- Fact Sheet—The city of Derby, Kansas, published a very nice "fact sheet" that provides details for town employees, including answers to frequently asked questions, and results of a survey on the topic. Could be a nice template for your municipality. Another fact sheet was made available to employees in Alberta, Canada.
- Application—The city of Federal Way, Washington, published an "Alternative Work Schedule Application Form" (see page seven) that might be a nice template for your city or town.
- Side Agreement—A sample agreement between the City of Boston and the local union outlines the possibilities of a four-day workweek, "At the discretion of a Department Head on a case-by-case basis and subject to the operational needs of the Department…"
- Research—A very detailed presentation on Utah's "Working 4 Utah" initiative looks at both citizen and municipal employee attitudes toward a 4-10 schedule. Also provided results, which showed $500,000 in energy savings, and overtime savings of $4.1 million. Interesting, it also showed greater success serving customers during work hours—wait times at the Department of Motor Vehicles, for example, dropped from 11.4 minutes to 7.3 minutes.
- Arguments, Case Study—This three-page brief includes some of the basic arguments for moving to a four-day week, and might be helpful in outlining the arguments for making the change.

If you have experience with a compressed 10-4 schedule, we want to hear from you; contact us via email.

You might also be interested in...

- **City Sees Revenue in Taking Inmates**
- **Combining LE Should Save $900k**
- **Towns Unite to Consolidate the Buying Process and Save**
- **Outsourcing, Consolidation Update From Around the U.S.**

Download Article

Comments are closed.

TRENDING ARTICLES

Towns Save, Improve Services With Four-Day Work Week 1,286 v
Social Networking Transforms City Staff Collaboration 1,017 views
Fire Department Consolidation – County Sees $1M Saving 696 views
Sequestration: Local governments brace for cuts, broader implications 599 views
Personnel Sharing Among Fire Departments 444 views



TRENDING GRANTS

- Early Childhood Comprehensive Systems
  Health & Human Services Dept.
  April 26, 2013

- Community-Based Violence Prevention Demonstration Program
  U.S. Department of Justice
  April 22, 2013

- Farm to School Grants
  U.S. Department of Agriculture
  April 24, 2013

- Challenge Grants
  National Endowment for Arts

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About EfficientGov

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FOCUSED 4-DAY WORKWEEK

FACT SHEET

Primary Schedule

M-Th 7:00 a.m.– 6:00 p.m., with some variations among certain departments.

Purpose of a 4-Day Workweek

- Improve Customer Service– Better meet the needs of residents who work in other communities.
- Become an Employer of Choice– Majority of employees in other communities which implemented a 4-day workweek see it as a benefit.
- Deal with Budget Pressures– Estimated savings between $16,400 and $23,200 annually are expected (utilities and custodial), and additional savings are possible due to alternative work requests that may reduce payroll expenses.

Vacation, Holiday, and Sick Leave Accrual

No changes will occur with vacation or sick leave accrual. Employees will still have 10 holidays that accrue at 8 hours per holiday. President's Day and the day after Thanksgiving would become floating holidays with one accruing on February 1 and the other on July 1. Holidays that fall on Fridays will be banked for future use. For examples of holiday banking and vacation usage comparisons for a 5-day workweek compared to a 4-day workweek, refer to www.derbyweb.com under the 4-day workweek section.

Wellness and Safety

The City remains committed to encouraging wellness and safety and will actively encourage both regardless of the work schedule of employees.

Summary of Employee Survey Results *(95 Surveys Completed, 92% Participation Rate)*

Response to: "I would prefer to move to a 4-day workweek."

55% Strongly Agree or Agree 30% Strongly Disagree or Disagree 15% Neutral

Response to: "I believe that residents of Derby would benefit if the majority of non-emergency City operations were open one hour earlier and one hour later on Monday-Thursday."

55% Strongly Agree or Agree 28% Strongly Disagree or Disagree 17% Don't Know

Response to: "Which of the following flex-time options would you be interested in participating in, if they were made available as part of the 4-day workweek?" *(Responses* exceed 100%, as participants could select multiple options.)

44% Leave Early 34% None 19% Other 14% Late Start 12% Working four 9-hour days

Response to effect on daycare: *13% indicated it would be more difficult*

Response to: "I believe a 4-day workweek would improve my work-life balance."

48% Strongly Agree or Agree 29% Strongly Disagree or Disagree 23% Neutral

QUESTIONS FROM CITY EMPLOYEES

Why is the City looking at moving to a 4-day workweek when it would only be beneficial to a few areas?

Moving to a 4-day workweek is a way to provide a no-cost benefit to many employees. Employees surveyed in other cities and counties that have implemented 4-day workweeks have overwhelmingly expressed a preference for the 4-day workweek and have indicated that it has improved their work-life balance. In other cities and counties where employees were surveyed after implementation of a 4-day workweek, between 69% and 90% of employees favored keeping the 4-day workweek.

Would hourly employees receive overtime or comp time if called into work on Fridays?

Yes, any work performed in excess of 40 hours would be subject to overtime or comp time.

If we move to a 4-day workweek, will employees have to schedule their doctor visits and other appointments on Fridays?

No. Employees can certainly schedule appointments on Fridays if they desire and will still have sick leave to use for doctor appointments on Monday through Thursday.

How does an employee find out which alternative work arrangements or flexible work arrangements are available to assist with daycare or other concerns?

Employees interested in any type of flexible work arrangement are encouraged to speak with their supervisor or fill out an alternative work schedule request (this form is currently being developed). Options may include a 30 minute lunch, allowing the employee to either arrive at work later than 7 a.m. or leave earlier than 6 p.m. Other options may include working four 9-hour days, which some employees have indicated interest in (even though it would reduce their compensation by approximately 10%), or some other schedule that works to the mutual benefit of the employee and the City. The definition of a full-time employee would be adjusted to ensure that employees working at least 36 hours per week are eligible for full benefits.

How will needs at various locations (including parks, wastewater, and water) be handled, if employees are off three days each week instead of two?

Such needs will be handled in much the same way that other days off are handled. For those items that need regular attention, such as park bathrooms, and water and wastewater issues, a plan for dealing with these needs and reducing overtime is currently being developed.

Will employees lose two days of holiday as a result of moving to four 10-hour days?

No. The Focused 4-Day Workweek Committee recommended that 10 holidays remain and that they continue to accrue as 8-hour days to avoid increasing the cost of holiday leave. To ensure that employees have enough holiday leave time to cover the two-hour difference between a 10-hour day and an 8-hour holiday, two holidays would become floating holidays with time that could be used as needed. One of the floating days would be the day after Thanksgiving (which employees will have off anyway) and the other would be President's Day. Employees would also bank other holidays that will from time to time fall on a Friday (New Year's Day, 4th of July, Veteran's Day, Christmas Day, and the Day before or after Christmas Day).

If you have additional questions, please contact Kenny Thrush by e-mail at kennythrush@[illegible].com or by phone at 738-[illegible].

FOUR- DAY WORKWEEKS:

Current Research and Practice

Working 4 Utah

Rex L. Facer II, Ph.D.
Lori L. Wadsworth, Ph.D.

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AGENDA

Current Research: Lori Wadsworth
- Four Major Research Projects
- Overview of Findings

Practice: Rex Facer
- Implementation Framework
- State of Utah

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FACER & WADSWORTH: Current Research

1. **Initial Research**
   - Employee Survey
   - Citizen Survey
2. **Municipal HR Directors**
   - Random sample of **151** cities with populations over **25,000**
3. **Extended Employee Survey**
   - Over **1,300** municipal employees in **5** states
4. **State of Utah**
   - **3** rounds of surveys

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INITIAL RESEARCH: Employee Survey

79% reported a positive experience with **4/10.**
63% reported increased productivity.
64% stated that citizen access had improved.
3% felt that childcare arrangements were more difficult.

Employees working **4/10** schedule report lower levels of work-family conflict and higher levels of job satisfaction. Work-family conflict is related to decreased productivity, and increased absenteeism and turnover.

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INITIAL RESEARCH: Citizen Survey

Chyleen A. Arbon, Rex L. Facer II & Lori L. Wadsworth Of Citizen Preferences and Alternative Work Schedules: The Tale of One Western City, Working Paper.

When asked if it was easier to access city services with the **4/10** schedule:
- **33%** agreed/strongly agreed
- **33.5%** neutral
- **33.5%** disagreed/strongly disagreed

35% prefer **4/10** schedule
44% prefer traditional schedule
44% like extended hours of service

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HUMAN RESOURCE DIRECTORS

Rex L. Facer II, Lori L. Wadsworth, and Chyleen A. Arbon. (2008). Glen leading the way: The use of alternative work schedules. Municipal Year Book 2008, 29-33.

151 HR Directors at cities across the U.S.
53% of cities report using some type of AWS
- Compressed workweek: **46%**

Flextime: **34%**
Telecommuting: **10%**
Job sharing: **9%**
Other: **8%**

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HUMAN RESOURCE DIRECTORS

Reasons Influencing the Adoption of AWS

	Number	Percent
Improve employee morale	41	48%
Support employee work-life balance	39	46%
Increase productivity	37	44%
Extend business hours	34	40%
Reduce costs	26	31%
Decrease absenteeism	25	29%
Increase ability to attract talented employees	24	28%

HUMAN RESOURCE DIRECTORS

Perceptions of Organizational Benefits From AWS

	Number	Percent
Improved employee morale	54	64%
Improved employee work-life balance	46	54%
Improved customer service	39	46%
Increased productivity	35	41%
Increased ability to attract talented employees	27	32%
Decreased absenteeism	24	28%
Reduced costs	22	26%
Other	11	13%

HUMAN RESOURCE DIRECTORS

Perceptions of Organizational Drawbacks From AWS

	Number	Percent
Increased scheduling difficulty	33	39%
Decreased face-time with employees	20	24%
Decreased productivity	8	9%
Decreased employee morale	7	8%
Increased absenteeism	5	6%
Increased customer service complaints	5	6%
Increased overhead costs	3	4%
Other	21	25%

HUMAN RESOURCE DIRECTORS

Perceptions of Employee Benefits From AWS

	Number	Percent
Improved work-life balance	63	74%
Decreased stress	33	39%
Reduced personal costs (commuting, dry cleaning, etc.)	33	39%
Increased job autonomy	28	33%
Reduced daycare costs	27	32%
Other	16	19%

HUMAN RESOURCE DIRECTORS

Perceptions of Employee Drawbacks From AWS

	Number	Percent
Longer work days	32	38%
Increased isolation from colleagues	9	11%
Decreased face-time with employer	6	7%
Increased daycare costs	6	7%
Increased limitation on career advancement	1	1%
Other	19	22%

EXTENDED EMPLOYEE SURVEY

Five cities in five states

More cities have agreed to participate

1,301 Completed surveys

46% Traditional work schedule

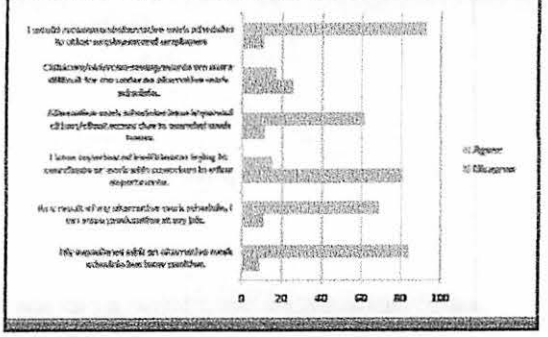
54% Alternative work schedule

43% on **4/10** work schedule

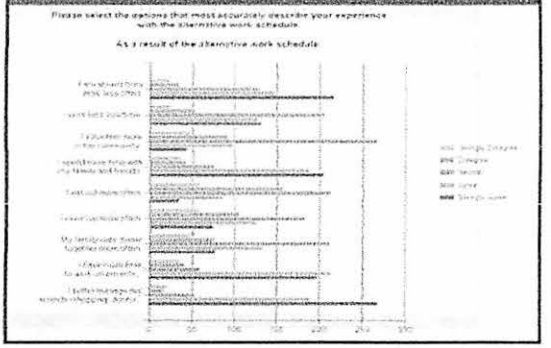
Preliminary results

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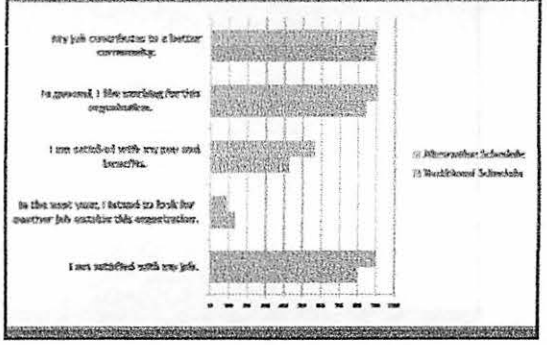
EES: Satisfaction with AWS



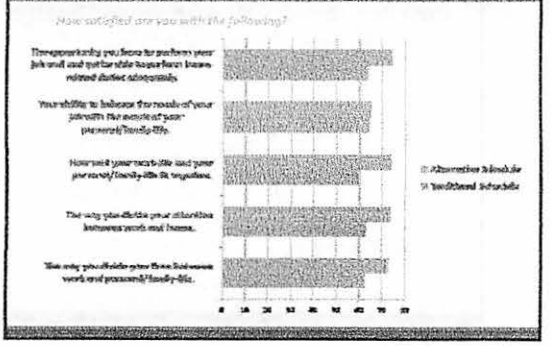
EES: Impact of AWS



EES: Job Satisfaction



EES: Work-Family Balance



PRACTICE: Implementation Framework

Dipboye, Allen, Fox, Facer II & Lord, Wadsworth, Forthcoming. Compressed work weeks: Strategies for successful implementation. Accepted for publication at Public Personnel Management.

1) People
2) Purpose
3) Process
4) Perceptions
5) Performance

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PRACTICE: State of Utah

1) In late June **2008** Governor John Huntsman announced that Utah would start a mandatory **4** day workweek for state employees.

2) About **18,000** of Utah's **25,000** employees are affected by the schedule change.

3) The program officially started August 4, 2008 and was scheduled to last for a year.

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PRACTICE: Implementation

Following the announcement in late June, departments only had one month to prepare for the shift.

"We can study this for another 6 months or we can do it, and figure it out as we go," Gov. Jon M. Huntsman Jr., July 2008

PRACTICE: Implementation

Challenges Facing Utah



PRACTICE: Implementation

Governor directed all agencies to identify:

- exemptions for essential services and locations
- specific strategies that ensure maximum benefit
- efforts they will make to mitigate the impact on their employees
- how they will communicate and monitor impact on customers
- efforts to ensure agency productivity

PRACTICE: Implementation



PRACTICE: Implementation

Assess Concerns: In order to understand employee attitudes and concerns the state conducted a survey in July.

Provide Exemptions: recognizing that the **4/10** schedule might provide some undue hardships the state provided a process for exemptions. Individuals granted exemptions were provided an off-site work location for their Friday work.

PRACTICE: Implementation

One Year Pilot Program: buildings shut down on Fridays for most state agencies (excluding essential services)

- Corrections and Public Safety not affected
- Adjustments to holiday & leave policy

PRACTICE: Evaluation

State Committed to evaluating the program

- Energy consumption & expenditures
- Leave usage
- Employee attitudes
- Use of public transportation
- Commuting change

Evaluation Surveys

- 3 months
- 9 months

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PRACTICE: Results of the Experiment

Experiment was extended, final decision is still pending



Energy, Extended Service, Employees, and Environment

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RESULTS: Energy

Overall energy use reduction is **10.5 %** in **125** larger state owned buildings that implemented the **4/10** schedule.

- Based on August 15, 2008 through August 15, 2009 utility bill data (with weather normalization adjustment)
- Full year to year comparison using utility bill data (without weather normalization adjustment) showed a **12 %** energy use reduction (down from 9-month interim report of **13 %**)

- Electric energy use reduction **6 %** (with weather normalized adjustment)
- Natural gas energy use reduction **16.5 %** (with weather normalized adjustment)

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RESULTS: Energy

Overall energy cost avoidance savings is **$502,000**

Target: **$3 million** in energy cost avoidance savings

- Target was to close **1,000** buildings and reach a **20%** savings in each building.
- **125** buildings are only partially closed. **4/10** and **5/8** employees share office space.
  - Lab areas and sensitive equipment areas with associated critical **24/7** temperature requirements
- People left lights & computers on over the long weekend.
- Energy prices fell, while the target estimates assumed steady and rising energy costs.

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RESULTS: Extended Service

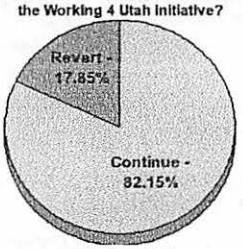
State recently commissioned a public opinion survey: there is some data available

- Wait times at the Department of Motor Vehicles is down from **11.4** minutes to **7.3** minutes with maintained customer satisfaction
- Workforce Services (Central Region) reported **826** people/week served in extended hours
  - **10%** increase in UI filings

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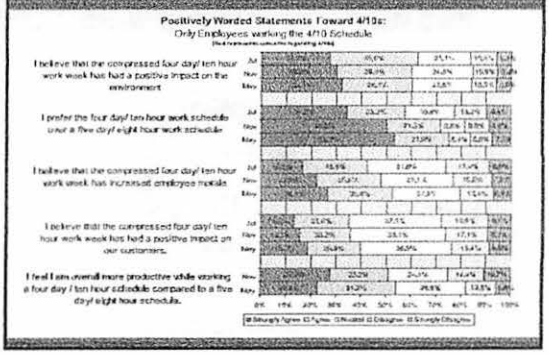
RESULTS: Employees

Do you want to continue with the four day/ ten hour work schedule or go back to your schedule prior to the Working 4 Utah initiative?

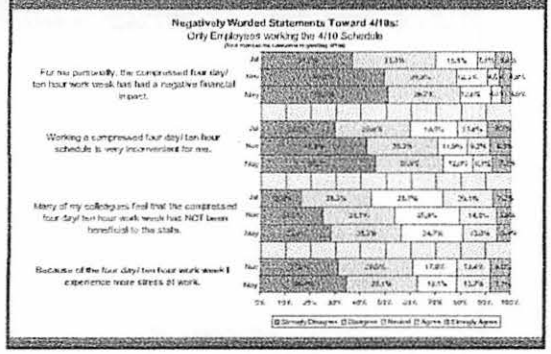


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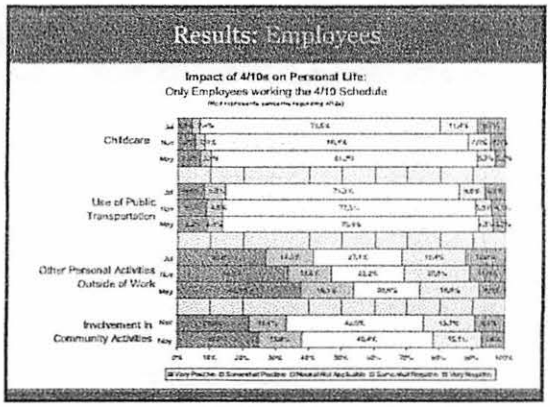
RESULTS: Employees



RESULTS: Employees



Results: Employees



RESULTS: Employees

Absenteeism and Overtime

- Leave usage down **3.60%**
- Paid overtime down **161,000** hours
- Comp time & Excess time down **7.3%**

Overtime reduction is a savings of about **$4.1 million**

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RESULTS: Environment

- The **4/10** work week energy reductions helped avoid the release of **4,546** metric tons of carbon emissions into the air.
- Estimate reduction an additional **8,000** metric tons of greenhouse emissions annually
- Estimated reduction of **744,000** gallons of gasoline consumed annually
- The miles traveled in state vehicles dropped by **3** million miles in the past year, a savings of **$1.4 million.**

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WHAT NEXT?

- **Continuing with the experiment.**
- **Waiting for a final decision from the Governor.**

Working 4 Utah

romney institute

II

Other Matters

9.4

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

Submitting a communication from Alex Kaufman requesting a waiver from the Sex Offender Residency restrictions in order to live at 1921 N. 11th St.

pp+s.

Susan Richards
City Clerk

MAR 28 '13 PM 3:27

Date 3-28-13

My name is Alex Kaufman.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1921 N. 11 Sheboygan, WI 53081.

Signature Alex Kaufman

Phone No (414) 405-7296

II

Other Matters

9.5

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

Submitting a communication from Don Diener stating his concerns the intersection of N. 9th St. and Center Ave. stating that people do not stop at the northbound and southbound stop signs and is requesting the installation of traffic signals.

pp+s

Susan Richards

City Clerk

MAR 29 '13 PM10:17

To whom it may concern:

I visit the post office virtually six days a week. On numerous occasions I have noticed drivers proceeding north and south on 9th street fail to stop at the Center Avenue stop signs. It is becoming extremely dangerous and, quite frankly, I'm surprised that there has not been a major accident at this intersection.

Our city fathers at one time felt it necessary to install traffic signals at this location. However, for some reason it was decided that the stop and go lights were no longer needed.

I suggest that this matter be re-visited. Perhaps higher, larger stop signs with flashing red light would help make this intersection safer. There is a lot of activity on this corner and I feel it is just a matter of time before there are dire consequences.

Sincerely,
Don Diener

3808 S. 17TH PL
SHEBOYGAN, WI
53081

457-0800
CELL # 946-4085

II

Other Matters 9.6

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

Submitting a communication from Kenneth Hemenway, President of The Lutheran Church of Our Redeemer, stating his concerns about the condition of Wilgus Ave. in the 3000 block due to the large potholes.

Pub. Wks.

Susan Richards
City Clerk

April 1, 2013

APR 1'13 AM10:39

To whom it may concern;

My name is Kenneth Hemenway and currently I am President of The Lutheran Church of Our Redeemer, we are quite concerned about the condition of Wilgus Ave. in the 3000 block. There are large pot holes and they seem to be growing in size.

Also this street is used by others that go to the Veterans Memorial site as well, and for those tourists it would be a lot nicer and easyer for them if the street was to be repaired.

Thank you very much for your time in this matter.

Kenneth Hemenway
1408 N. 28th St.
Sheboygan, WI 53081
920-458-6037
920-918-2437

II

Other Matters

9.7

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

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

Law + Lic

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day events to Be held 4/27/13 & 5/4/13 to include current premise and include the parking lot north & east of current building & shed.
1411	Tommy's Bar	2335 N. 15th St. - one-day event to be held 4/27/13 & 5/5/13 to include the north parking lot and fenced in area north of building.

"CLASS B" LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
2977	Geno Nottolini's Pizza	933 Indianan Ave.
2976	My Place Bar & Grill	1515 New Jersey Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9909	Beaster, Crystallena M.	3605 Sheridan Ave., H6
7183	Bower, Ashley A.	426 Washington Ct.
9018	Broussard, Adrianna D.	929 Erie Ave.
9918	Greuel, Nicole M.	943 Fond Du Lac Ave., Sheb. Falls
9915	Riemer, Donald G.	2741 N. 27th St.
2063	Rupple, David M.	N4442 Van Treeck Tr., Sheb. Falls
8224	Salazar, Amanda Y.	1210 Carmen Ave.
9919	Schodron, Adam J.	920 Michigan Ave.
7934	Schroeter, Eric S.	5430 Moenning Rd.
4461	Segalle, Jason	2015 Folger Ct.
9908	Seger, Mychal A.	2926 Lisa Ave.
9913	Steinberg, Rebecca M.	2130A S. 15th St.

9912	Thompson, Jacob R.	419 Stafford St., Plymouth
5802	Wolfgram, Angela M.	1610 N. 19th St.
9917	Wright, Jonathan D.	718 W 3rd St., Waldo
9914	Wunder, Alyssa K.	511 S. 26th St.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name	Address
9903	Charles, Steven A.	3509 Cimarron Ct., Manitowoc
9910	Kairys, Brian E.	1229 Trimberger Ct.
9907	Matichek, Katie S.	1403 Bluff Ave.
8522	Pantel, Paul D.	1008 Kentucky Ave.
9916	Wagner, Brenda L.	2207 N. 8th St.

II Other Matters 9.8

R. O. No. ____ - 12 -13. By PURCHASING AGENT. March 27, 2013.

Submitting a tabulation of the bids for the 2013 Sidewalk Replacement program as received in response to Bid #2358-13.

The Request for bids solicitation was published in accordance with City of Sheboygan Ordinances as well as published electronically nationwide on QuestCDN.

One bid was received for the removal and replacement of 12.750 Sq. Ft of sidewalk throughout the City of Sheboygan.

Klunck Masonry, Inc. Sheboygan.....$ 63,112.50

Upon review, the recommendation is to award the bid to Klunck Masonry Inc. of Sheboygan.

Pub Wks

Respectfully submitted,

Bernard R. Rammer

II

Other Matters

9.9

R. O. No. ____ - 12 -13. By PURCHASING AGENT. April 1, 2013.

Submitting a cost breakdown for the purchase of equipment necessary to significantly improve live or "real time broadcasting of public informational programming by WSCS TV.

TelVue Inc. encoder, professional services.....$ 6,680.00

LiveU Solutions Hardware and software.....$ 14,000.00

MarkerTek Inc. misc. connection hardware.....$ 1,168.36

$ 21,848.36

Associated annual maintenance and airtime costs totaling approximately $6,300 per year will be funded out of the existing WSCS/IT budget accounts

Respectfully submitted,

Bernard R. Rammer

III Other Matters 9.10

Res. No. ____ - 12 - 13. By Alderperson Hammond. April 1, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of components required to significantly improve upon the ability of WSCS to broadcast community programming in real time.

WHEREAS: WSCS currently broadcasts programming in both live (real time) formats and taped re-broadcasts and;

WHEREAS: The current infrastructure in place to allow WSCS to professionally broadcast live events of community interest is quite old and is no longer reliable or effective in broadcasting over emerging mediums such as the internet and;

WHEREAS: The City of Sheboygan wishes to keep its citizens informed on local events, make local interest programming available to all and continue to foster transparency in government and;

WHEREAS: WSCS maintains a reserve fund for the purchase of equipment that is needed but not included in the current fiscal budget , and said fund is adequate to cover the anticipated cost of the improvements:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with the appropriate vendors for the purchase of the equipment at a total cost of $21,848.36 utilizing WSCS TV Fund Balance Reserves;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw on the proper account as determined by the City Treasurer, in payment of same.

Finance

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III Other Matters 9.11

Res. No. _____ - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing appropriation for purchase of equipment necessary to significantly improve live or "real time" broadcasting of public informational programming by WSCS TV:

FROM	TO	AMOUNT
Cable TV Fund Unreserved Fund Balance 270-253000	Cable TV Fund Audio Visual Equipment 27058110-642400	$21,850

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III Other Matters 9.12

Res. No. ___ - 12 - 13. By Alderperson Heidemann. April 3, 2013.

A RESOLUTION authorizing the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

RESOLVED: That the Department of Public Works is hereby directed to proceed with the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.

P. Works

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III Other Matters 9.13

Res. No. ____ - 12 - 13. By Alderperson Van Akkeren. April 3, 2013.

A RESOLUTION authorizing the Department of Public Works to temporarily make the intersection of N. 10th St. and Erie Ave. a two-way stop with traffic stopping on N. 10th St. for approximately six weeks after which time the Department of Public Works will recommend either making this intersection a permanent two-way stop or have the intersection remain signalized.

RESOLVED: That the Department of Public Works is hereby authorized and directed to temporarily make the intersection of N. 10th St. and Erie Ave. a two-way stop with traffic stopping on N. 10th St.

pp+s

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

9.14

Res. No. _____ - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for purchase of helmets with donation received from Georgia Pacific Foundation, Inc., and Georgia Pacific Financials:

FROM	TO	AMOUNT
General Fund Donations 10122100-467101	General Fund Other Equipment 10122100-649100	$4,000

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Other Matters

9.15

III

Res. No. ____ - 12 - 13. By Alderperson Heidemann. April 3, 2013.

A RESOLUTION authorizing entering into a contract for the 2013 Concrete Sidewalk Program, Bud #2358-13.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into contract with Klunck Masonry Inc for the 2013 Concrete Sidewalk Program for the proposed sum of $63,112.50 per their proposal.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized and directed to draw orders on the Capital Projects Fund Account No. 40033190-631300 in payment of same.

Pub Wks.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

9.16

Res. No. 12 - 13. By Alderperson Heidemann. April 3, 2013.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for dock repairs at the Harbor Centre Marina.

WHEREAS, extension damage has occurred to the docks at the Marina, and

WHEREAS, Flotation Docking Systems Inc installed the docks and has satisfactorily performed the maintenance on the docks.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Flotation Docking Systems Inc to replace two dock sections and related winter damage repairs at a cost not to exceed $60,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Harbor Centre Marina Winterization Account No. 29037500-543999 in payment of same.

Pub WICS.

_____

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

COMMON COUNCIL

Official Proceedings of the 2012 - 2013 Common Council of the City of Sheboygan.

TWENTY- FIFTH REGULAR MEETING

The Council met: Wednesday, April 3, 2013.
Mayor Terry Van Akkeren in the Chair:

On call of the roll, the following Alderpersons were present:
Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.
Absent and Excused: Dekker, Roeseler, Van Akkeren - 3.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Twenty-Fourth Regular Meeting held March 18, 2013, was approved as entered on the record, all Alderpersons present voting "Aye".

PUBLIC FORUM

Mary Schueller, 1089 Cross Creek, Kohler spoke.

PRESENTATION TO THE POLICE DEPARTMENT BY SHEBOYGAN SUDZZERS

MAYOR'S ANNOUNCEMENTS

HEARINGS

Hearing No. 13 - 12 – 13. April 3, 2013.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to establish the Use District Classification of the following described annexed lands located west of Taylor Drive and north of Indiana Ave. as Class PPUD Pre-Planned Unit Development Classification:

Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE 1/4 , part of the SW 1/4 of the SE ¼, part of the NE ¼ of the SW 1/4 , part of the SE ¼ of the SW 1/4 , all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE 1/4 , and part of the NE ¼ of the NW ¼ , all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the southwest corner of said section 21, thence N.87^{0}50'19"E. along the south line of the SW ¼ of said section 21, 564.90' to the east line of Greendale road, said point being the point of beginning, thence N.00^{0}44'43"E. along said east line 217.70', thence S.89^{0}30'03"E., 757.66' to the west line of the east ½ of the SW ¼ of section 21, thence N.00^{0}31'13"E. along said west line 1712.90' to a point 10' south of the south line of Erie Avenue, thence easterly 294.94'along the arc of a curve 10 feet south of and parallel to said south right of way having a radius of 1940.65' and a chord bearing N.77^{0}58'12"E. 294.62' to a point 10 feet west of the west line of a certified survey map recorded in volume 13 of page 258 of certified survey's, thence S.00^{0}16'21"E. 10 feet west of and parallel to the west line of said C.S.M. 674.13', thence N.85^{0}08'16"E. 10 feet south of and parallel to the south line of said C.S.M. 1210.79' to a point 10' west of the southwesterly right of way for South Taylor Drive, thence S.32^{0}44'10"E. parallel to said southwesterly line 93.39', thence S. 78^{0}05'25"E. parallel to said southwesterly line 80.02', thence S.34^{0}33'07"E. parallel to said southwesterly line 492.85', thence S.00^{0}26'28"W. parallel to said southwesterly right of way 186.09', thence S.62^{0}37'27"E. parallel to said southwesterly right of way 14.52', thence S42^{0}42'19"W. 481.55', thence S.01^{0}16'53"W. 294.76 to the south line of the SE ¼ of said section 21, thence S.88^{0}43'07"E. along said south line 310.00, thence N.01^{0}16'53"E. 599.99', thence N.42^{0}16'19E., 55.81' to a point 10' southwest of the southwesterly right of way for South Taylor Drive, thence S.62^{0}37'27"E. 10 feet southwesterly of said southwesterly line 128.01', thence S.34^{0}34'43"E. 10 feet southwesterly of said southwesterly right of way line 236.15', thence N.55^{0}26'47"E. 10.00' to the southwesterly right of way for South Taylor Drive, thence S.34^{0}34'43"E. along said right of way 263.82', thence S.47^{0}56'01"E. along said southwesterly right of way 129.27', to a point of non-tangent curve, thence southeasterly along said southwesterly line 385.17'along the arc of a curve to the right having a radius of 2078.59', a chord bearing of S.29^{0}16'20.5"E. and a chord length of 384.62' to the east line of NW ¼ of the NE ¼ of said section 28, thence S.00^{0}37'12"W. along said east line 1112.18' to the southerly line of the Union Pacific Railroad, thence N.76^{0}17'45"W. along said southerly line 40.00', thence S.13^{0}52'15"W. 215.00', thence S.22^{0}18'15"W. 585.00 more or less to the centerline of the Sheboygan River, thence westerly along the centerline of said Sheboygan River to north line of Indiana Avenue, thence northwesterly along said north line of Indiana Avenue 442 feet more

or less, thence N.83^{0}12'46"W. along said north line 101.98', thence N.71^{0}54'10"E. along said north line 510.01' to the point of curve of an arc with a radius of 2954.79' and a chord that bears N.80^{0}03'53"W. 838.97', thence along the arc of said curve 841.82', thence N.33^{0}41'32"W. along the north line of said Indiana Avenue 32.81', thence S.63^{0}38'18"W. along said north line 58.46', thence S.47^{0}59'20"W. along said north line 58.14' thence N.88^{0}52'10"E. along said north line 61.80', thence S.81^{0}28'57"W. along said north line 101.43', thence N.88^{0}52'10"E. along said north line 85.84', thence N.01^{0}07'50"E. 167.00', thence N.88^{0}52'10"W. 280.00', thence S.01^{0}07'50"W. 120.00' to the north right of way line for Indiana Avenue, thence N.88^{0}52'42"W. along said north right of way line 184.15' to the southeast corner of a Certified Survey Map recorded in volume 15 page 330 of Certified Surveys, thence N.02^{0}43'45"E. along the east line of said Certified Survey Map, 270.00', thence N.57^{0}16'16"W. along the northeasterly line of said C.S.M. 544.05' extended to the north line of the Union Pacific Railroad, thence N.60^{0}47'39"E. along said north line 52.91' to a point of curve to the right having a radius of 2365.02' and a chord bearing N.76^{0}23'14"E. 1272.98', thence along the arc of said curve 1288.87', thence N.02^{0}10'05"E. 734.36' to the north line of the NW ¼ of said section 28, thence S.87^{0}50'19"W. along said north line 1095.50' to the point of beginning except that portion taken for railroad right of way. Said tract contains 175.46 acres more or less.

All interested persons will now be heard.

No persons appeared regarding this 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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.
Nays: None.

REPORTS OF OFFICERS

***R. O. No. 308 - 12 - 13. By CHIEF OF POLICE. April 3, 2013.**

I would like to acknowledge and thank the Sheboygan Sudzzers, a nonprofit club dedicated to the advancement of home brewing and the appreciation of great beer, for their generous donation of **$1,000** to support the Sheboygan Police Department's Teddy Bear Program.

The objective of the teddy bear program is to comfort at risk children in crisis situations in the hope of calming their fears and gaining their trust. Officers who come in contact with a child in crisis are able to provide them with a teddy bear or other stuffed animal in an attempt to soothe and comfort the fears and anxiety of the child.

I wish to personally thank the Sheboygan Sudzzers for supporting the Sheboygan Police Department in this effort. Their generosity is a great example of the strong and compassionate community that is Sheboygan.

***R. O. No. 309 - 12 - 13. By CITY CLERK. April 3, 2013.**

Submitting various license applications.

TEMPORARY "CLASS B" LICENSE

No.	Name	Address
2184	Lutheran High Crusader	3323 University Dr. – two-day event to be Held 4/12/13 to 4/13/13 to include the School auditorium.

***R. O. No. 310 - 12 - 13. By CITY ATTORNEY. April 3, 2013.**

Submitting, as a matter of record, a copy of the fully executed Multipurpose Trail Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County regarding the multipurpose bicycle and pedestrian trail.

***R. O. No. 311 - 12 - 13. By CITY ATTORNEY. April 3, 2013.**

Submitting, as a matter of record, a copy of the fully executed Combined Dispatch Intergovernmental Cooperative Agreement between the City of Sheboygan and Sheboygan County regarding dispatch services.

R. O. No. 312 - 12 -13. By PURCHASING AGENT. April 3, 2013.

Submitting a cost breakdown for the purchase of one (1) 2013 StarCraft 12 plus 2 Para-transit vehicle.

Was referred to the Committee on Finance.

R. O. No. 313 – 12 – 13. By INTERIM LIBRARY DIRECTOR. April 3, 2013.

The Mead Public Library Board President has reviewed and signed the 2012 Annual Report for submission to the Division for Libraries & Technology (DLT) of the Department of Public Instruction. It is hereby transmitted to the Common Council of the City of Sheboygan for its information. Please direct questions or comments about the report to Karin Menzer, Interim Library Director (459-3400 x3414; Karin.Menzer@meadpubliclibrary.org).

Was referred to the Committee on Finance.

R. O. No. 314 - 12 - 13. By CITY CLERK. April 3, 2013.

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

Was referred to the Committee on Law and Licensing.

R. O. No. 315 - 12 - 13. By BUILDING INSPECTION DEPARTMENT. April 3, 2013.

We hereby submit the report of the Building Inspection Department for the month of: FEBRUARY 2013.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 316 - 12 - 13. By CITY CLERK. April 4, 2012.

Submitting a communication from Jason Rogge requesting a waiver to the Sex Offender Residency restrictions in order to live at 1021 N. 8th St.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 317 - 12 - 13. By CITY CLERK. April 4, 2012.

Submitting a communication from Linda Voight of Platinum Communities Golden Harbor regarding an ongoing parking issue in the city-owned alley which they are experiencing at their location at 505 S. Water St.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 318 - 12 - 13. By CITY CLERK. April 4, 2012.

Submitting a communication from Robert D. Nytes requesting a waiver from the Sex Offender Residency restrictions in order to live at 2117 N. 10th St.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 319 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting a communication from James D. Turner requesting a waiver from the Sex Offender Residency restrictions in order to live at 1320 N. 16th St.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 320 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting a communication from Alex Kaufman requesting a waiver from the Sex Offender Residency restrictions in order to live at 1921 N. 11th St.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 321 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting a communication from Don Diener stating his concerns the intersection of N. 9th St. and Center Ave. stating that people do not stop at the northbound and southbound stop signs and is requesting the installation of traffic signals.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 322 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting a communication from Rev. Barbara Ryon Hill, People of Peace, and Tom Contrestan, Veterans for Peace, requesting permission to develop a Peace Garden in the grassy triangle bordered by Michigan Avenue, Broughton Drive and 3rd St. that currently has the “Peace Pole”.

Was referred to the Committee on Public Works.

R. O. No. 323 - 12 - 13. By CITY CLERK. April 3, 2012.

Submitting a communication from Stephanie Sebor of Winston & Strawn LLP informing the City that effective December 5, 2012, Veolia ES Solid Waste Midwest, LLC changed its name to Advanced Disposal Services Solid Waste Midwest LLC.

Was referred to the Committee on Public Works.

R. O. No. 324 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting a communication from Kenneth Hemenway, President of The Lutheran Church of Our Redeemer, stating his concerns about the condition of Wilgus Ave. in the 3000 block due to the large potholes.

Was referred to the Committee on Public Works.

R. O. No. 325 - 12 -13. By PURCHASING AGENT. March 27, 2013.

Submitting a tabulation of the bids for the 2013 Sidewalk Replacement program as received in response to Bid #2358-13.

Was referred to the Committee on Public Works.

R. O. No. 326 - 12 -13. By PURCHASING AGENT. April 1, 2013.

Submitting a cost breakdown for the purchase of equipment necessary to significantly improve live or "real time broadcasting of public informational programming by WSCS TV.

Was referred to the Committee on Finance.

R. O. No. 327 - 12 - 13. By CITY CLERK. April 3, 2013.

Submitting a communication from Alderperson Matichek providing information with regards to a "four-day work week."

Was referred to the Committee on Salaries and Grievances.

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.

Was referred to the Sheboygan Transit Commission.

RESOLUTIONS INTRODUCED

***Res. No. 166 - 12 - 13. By Alderpersons Carlson, Versey, Donohue and Matichek. April 3, 2013.**

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the replacement of lead and/or galvanized iron water laterals in the following street(s) location(s):

Erie Ave., from N. 8th St. to N. 13th St.

Barrett St., from Lake Ct. to Lighthouse Ct.

RESOLVED: That the replacement of existing lead and/or galvanized iron water lateral(s) be replaced with copper of appropriate size, with the necessary fire hydrants in Erie Ave., from N. 8th St. to N. 13th St. and Barrett St., from Lake Ct. to Lighthouse Ct., is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0709(2), Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.0703(4) – (6), Stats., and that such report shall contain the following information:

a. Preliminary or final plans and specifications
b. An estimate of the entire cost of the proposed work or improvement
c. A schedule of the proposed assessments
d. A statement that the work or improvement constitutes an exercise of the municipality's police power
e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of $100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds $5,000.00 for a single parcel of property, under Section 2-874 of the Municipal Code with interest thereon as provided therein.

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

Res. No. 167 - 12 – 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 100-05-06; AWARDING THE SALE OF $3,000,000 WATER UTILITY REVENUE BONDS, SERIES 2013 AND PROVIDING FOR THE PAYMENT OF SAID BONDS AND OTHER DETAILS AND COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a municipal water utility which is operated for a public purpose as a public utility (within the meaning of Section

66.0621(1)(b) of the Wisconsin Statutes) by the Municipality (hereinafter, the Municipality's water utility shall be referred to as the "System");

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

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes (the "Act") any municipality may, by action of its governing body, provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving (including renewing and replacing), conducting, controlling, operating and managing a public utility ("Utility Projects") from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees (the "Revenue Bonds");

WHEREAS, the Municipality has heretofore authorized the issuance of up to $3,152,000 Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "Safe Drinking Water Bonds") pursuant to Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004 (the "Safe Drinking Water Bond Resolution");

WHEREAS, pursuant to Resolution No. 100-05-06 adopted by the Common Council of the Municipality (the "Governing Body") on August 15, 2005 (the "Bond Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds"), which 2005 Bonds are payable from revenues of the System on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, pursuant to Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007 (the "2007 Resolution"), the Municipality has heretofore issued and has outstanding its Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds") (the 2005 Bonds and the 2007 Bonds shall be collectively referred to herein as the "Prior Bonds"), which 2007 Bonds are payable from revenues of the System on a parity with the 2005 Bonds, and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below);

WHEREAS, Section 11 of the Safe Drinking Water Bond Resolution and Section 9 of the Bond Resolution provide that additional bonds may be issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds upon compliance with certain conditions;

WHEREAS, to the best of the Governing Body's knowledge, information and belief, and in reliance upon the Certificate attached hereto as Exhibit A and incorporated herein by this reference, the Municipality complies with the conditions precedent to the issuance of additional bonds on a parity with the Safe Drinking Water Bonds and the Prior Bonds;

WHEREAS, pursuant to Resolutions adopted by the Governing Body on December 17, 2012 and March 4, 2013 (collectively, the "Authorizing Resolutions"), the Governing Body has authorized additional water utility revenue bonds designated "Water Utility Revenue Bonds, Series 2013" (the "Bonds") for the purpose of paying or reimbursing the costs of constructing, extending, adding to and improving the Water Utility, including financing wash tank and water main projects (the "Project");

WHEREAS, for the purpose of paying the cost of the Project (including paying legal, financing, engineering and other professional fees in connection therewith and adding funds to the Reserve Account created by the Bond Resolution), the Governing Body deems it to be necessary, desirable and in the best interest of the Municipality to authorize and sell Revenue Bonds of the Municipality payable solely from the revenues of the System, which Revenue Bonds are to be authorized and issued pursuant to the provisions of the Act on a parity with the Prior Bonds, and on a parity with the Safe Drinking Water Bonds (except as to the pledge of the Reserve Account, defined below), which Revenue Bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes and the Bond Resolution, as amended, and to supplement the Bond Resolution to provide for such issuance and sale of additional Revenue Bonds to pay the cost of the Project;

WHEREAS, other than the Safe Drinking Water Bonds and the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding;

WHEREAS, the Bonds herein authorized shall be Additional Parity Bonds and Parity Bonds within the meaning of the Safe Drinking Water Bond Resolution and the Bond Resolution, respectively;

WHEREAS, the Municipality has adopted the Authorizing Resolutions authorizing the issuance and sale of the Bonds and directing its financial advisor, Wisconsin Public Finance Professionals, LLC, Milwaukee, Wisconsin (the "Financial Advisor"), to prepare and circulate an Official Notice of Sale (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference) to potential bidders offering the Bonds for public sale on April 3, 2013;

WHEREAS, the City Clerk (in consultation with its Financial Advisor) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on April 3, 2013;

WHEREAS, the Municipality has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit C and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Municipality. The Financial Advisor has recommended that the Municipality

accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit D and incorporated herein by this reference.

NOW, THEREFORE, the Governing Body of the City of Sheboygan, Sheboygan County, Wisconsin, do resolve that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Governing Body of the Municipality hereby ratifies and approves the details of the Bonds set forth in Exhibit B attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by the Financial Advisor are hereby ratified and approved in all respects. All actions taken by officers of the Municipality and the Financial Advisor in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Definitions. The definitions in the Bond Resolution, as supplemented by the 2007 Resolution, apply to and are incorporated into this Resolution except as expressly amended below or unless the context expressly or by necessary implication requires otherwise. References in the Bond Resolution, as supplemented by the 2007 Resolution, to "Bonds," "Parity Bonds" and "Additional Bonds" shall apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein. All references to specific sections in the Bond Resolution, as supplemented by the 2007 Resolution, also apply to the Bonds being issued pursuant to this Resolution unless otherwise provided herein.

Section 1C. Restated, Additional and/or Amended Definitions. In addition to and/or in amendment of the terms defined above or in Section 1 above, the following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Bond Registrar" means the City Clerk of the Municipality or such other bond registrar appointed by the Governing Body of the Municipality;

"Bond Resolution" means Resolution No. 100-05-06 adopted by the Governing Body on August 15, 2005;

"Bonds" means the Water Utility Revenue Bonds, Series 2013 of the Municipality dated May 1, 2013, authorized to be issued by this Resolution;

"DTC" or "Depository" means The Depository Trust Company, New York, New York or its nominee or successor which shall act as securities depository for the Bonds;

"Paying Agent" means the City Clerk of the Municipality;

"Prior Bonds" means the 2005 Bonds and 2007 Bonds, collectively;

"Purchaser" means the financial institution listed first on the attached Bid Tabulation;

"Reserve Requirement" means an amount equal to the least of (a) the Reserve Requirement prior to the issuance of the Bonds, plus 10% of the principal amount of the Bonds, (b) the maximum amount of principal and interest due on the outstanding Prior Bonds and the Bonds in any Bond Year and (c) 100% of average annual debt service on the outstanding Prior Bonds and the Bonds. The Reserve Requirement shall be maintained in the Reserve Account of the Special Redemption Fund created by the Bond Resolution either in cash or legal investments or in a Revenue Support Facility or in a combination thereof. If Parity Bonds are issued, the Reserve Requirement shall be an amount equal to the least of (i) the amount required to be on deposit in the Reserve Account prior to issuance of said Parity Bonds, plus 10% of the principal amount of said Parity Bonds, (ii) the maximum amount of principal and interest due on the outstanding Prior Bonds, the Bonds and the Parity Bonds in any Bond Year or (iii) 100% of average annual debt service on the outstanding Prior Bonds, the Bonds and the Parity Bonds; provided, however, that for purposes of this definition, the maximum amount of principal and interest shall be computed with respect to any Variable Rate Bonds by using the Assumed Long-Term Fixed Rate applicable thereto and provided further that the calculations set forth above shall not take into consideration any Safe Drinking Water Bonds nor shall any amounts in the Reserve Account be pledged to any Safe Drinking Water Bonds;

"Safe Drinking Water Bonds" means the Water System Revenue Bonds, Series 2004, dated March 10, 2004 issued to the State of Wisconsin Safe Drinking Water Loan Program and any other Parity Bonds issued in the future to the State of Wisconsin Safe Drinking Water Loan Program;

"Safe Drinking Water Bond Resolution" means Resolution No. 262-03-04 adopted by the Governing Body of the Municipality on February 16, 2004;

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

"2007 Bonds" means the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007; and

"2007 Resolution" means Resolution No. 289-06-07 adopted by the Governing Body on April 4, 2007.

Section 2. Award of the Bonds. The Proposal of the Purchaser, offering to purchase the $3,000,000 City of Sheboygan Water Utility Revenue Bonds, Series 2013 (the "Bonds") for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water Utility Revenue Bonds, Series 2013"; shall be dated May 1, 2013; shall be in the denomination of $5,000 or any integral multiple thereof; and shall be numbered 1 and upward. The Bonds shall bear interest at the rates per annum set forth in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit E-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing May 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E-2 and incorporated herein by this reference (the "Schedule").

It is hereby determined and declared that the Schedule is such that the requirement each year to pay both the principal of and interest on the Bonds is reasonable in accordance with prudent municipal utility management practices.

Section 3A. Call Provisions. At the option of the Municipality, the Bonds maturing on May 1, 2024 and thereafter shall be subject to redemption prior to maturity on May 1, 2023 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Municipality and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Parity with the Prior Bonds and Safe Drinking Water Bonds. The Bonds shall be Additional Bonds within the meaning of Section 11 of the Safe Drinking Water Bond Resolution and Section 9 of the Bond Resolution; are issued on a parity with the Safe Drinking Water Bonds and Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the System and the monies on deposit in the Special Redemption Fund as set forth in the Bond Resolution, as supplemented by the 2007 Resolution and this Resolution, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds.

Section 5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 5A. Persons Treated as Owners; Transfer of Bonds; Record Date. The Municipality shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Bond surrendered for transfer.

The Municipality shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Municipality at the close of business on the corresponding record date.

Section 6. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund heretofore created and established and hereby continued and amended, and shall be a valid claim of any holder thereof only against said Special Redemption Fund and the revenues of the System pledged to such fund on a parity with the Safe Drinking Water Bonds and the Prior Bonds, except that no amount in the Reserve Account shall be pledged to the Safe Drinking Water Bonds. Sufficient revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund (defined below) and deposited in the Special Redemption Fund (defined below) shall be sufficient in any event to pay the interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same accrues and the principal amount thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account (defined below) to maintain the Reserve Requirement.

Section 7. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds, certain funds of the System which were created or continued pursuant to Section 6 of the Bond Resolution, as amended by the 2007 Resolution, are hereby continued and shall be used solely for the purposes set forth in the Bond Resolution, as amended by the 2007 Resolution and this Resolution:

Subparagraph (c) of Section 6 of the Bond Resolution is hereby amended and supplemented by this Resolution to read as follows:

"(c) Water Utility Special Redemption Fund (the "Special Redemption Fund"), which shall be divided into two separate accounts to be known as the "Interest and Principal Account" and the "Reserve Account".

(i) There shall be deposited in the Interest and Principal Account from proceeds of the Prior Bonds, the Bond Proceeds and any Parity Bond proceeds all accrued interest. In addition, there shall be deposited in said account in the manner specified in Section 7 of the Bond Resolution, an amount sufficient (after giving effect to available amounts in said account from accrued interest, investment earnings and any other source) to pay the principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying principal of and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any other Parity Bonds in accordance with the provisions of the Bond Resolution, as amended by the 2007 Resolution and this Resolution.

The minimum amounts to be so deposited in the Interest and Principal Account for debt service on the Bonds are set forth on Exhibit E-2 and incorporated herein by this reference.

(ii) There heretofore has been deposited into the Reserve Account an amount equal to the Reserve Requirement prior to the issuance of the Bonds. Upon the issuance of the Bonds, there shall be deposited into the Reserve Account an amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement or a surety bond equal to that amount. The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Bonds, the Bonds or any other Parity Bonds other than the Safe Drinking Water Bonds at any time when there shall be insufficient money in the Interest and Principal Account. Amounts so applied shall be derived first from cash or legal investments on credit to the Reserve Account, and second from draws or demands on Revenue Support Facilities held as a part thereof, such draws or demands to be made *pro rata* among all such Revenue Support Facilities based on the respective available amounts thereunder and upon the terms and conditions set forth in such Revenue Support Facilities. The Reserve Account shall be funded and replenished in the manner specified in Section 7 of the Bond Resolution. At no time shall any amounts in the Reserve Account be pledged to or used for the payment of the Safe Drinking Water Bonds."

Section 8. Application of Revenues. After the delivery of the Prior Bonds, the entire gross earnings of the System have been and will continue to be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed in the Bond Resolution, as amended and supplemented by the 2007 Resolution and this Resolution in the amounts, the order of priority and in the manner set forth in the Bond Resolution, as amended and supplemented by the 2007 Resolution and this Resolution.

Section 9. Service to the Municipality. Section 8 of the Bond Resolution is hereby amended to provide that the reasonable cost and value of the service to the Municipality in each year shall be in an amount which, together with the other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds, any other Parity Bonds, and any other Revenue Bonds payable from the revenues of the System then outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any Revenue Bonds payable from the revenues of the System then outstanding. All other provisions of Section 8 of the Bond Resolution still apply and are incorporated into this Section 9.

Section 10. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the Municipality. The good faith deposit of the Purchaser shall be retained by the Municipality and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the Municipality are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 11. Application of Bond Proceeds and Certain Funds of the Municipality. The Bond Proceeds (including any accrued interest from their date to the date of delivery) shall be deposited and applied as follows:

(a) to the Interest and Principal Account of the Special Redemption Fund, the amount of any accrued interest received from the sale of the Bonds;

(b) to the Reserve Account of the Special Redemption Fund, any amount necessary to make the amount on deposit in the Reserve Account equal to the Reserve Requirement; and

(c) to the Water System Improvement Fund, a special borrowed money fund hereby created and established, the balance of the Bond Proceeds including any premium and any proceeds of Parity Bonds sufficient to provide for the cost of the Project. Said Improvement Fund shall be adequately secured and used solely to pay the cost of the Project. Any balance remaining in said Improvement Fund after paying the costs of the Project shall be transferred to the Special Redemption Fund and used to pay the principal and interest on the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds.

Section 12. Arbitrage Covenant. The Municipality shall not take any action with respect to proceeds of the Bonds or any Parity Bonds (the "Bond Proceeds") which, if said action had been reasonably expected to have been taken, or had

been deliberately and intentionally taken on the date of delivery of said payment for the Bonds (the "Closing") would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the Municipality hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code or Regulations. The Municipality covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The City Clerk, or other officer of the Municipality charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the Municipality, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Municipality regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 13. Compliance with Federal Tax Laws. (a) The Municipality represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The Municipality further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Municipality further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the Municipality charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Municipality certifying that the Municipality can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Municipality also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Municipality will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 14. Official Statement. The Governing Body hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Municipality in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Municipality official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The Municipality hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Municipality to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Clerk, or other officer of the Municipality charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Municipality's Undertaking.

Section 16. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Municipality by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Municipality of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Municipality has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The

Municipality hereby authorizes the officers and agents of the Municipality to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 17. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Municipality agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the Municipality and on file in the City Clerk's office.

Section 18. Bond Insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the Municipality to insure the Bonds may reasonably request and which are acceptable to the Mayor and City Clerk, including provisions regarding restrictions on investment of Bond Proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Resolution a Contract. The provisions of this Resolution, together with the Safe Drinking Water Bond Resolution and the Bond Resolution, as previously amended by the 2007 Resolution, shall constitute a contract between the Municipality and the holder or holders of the Bonds and any Parity Bonds, and after issuance of any Bond or any Parity Bond no change or alteration of any kind in the provisions of this Resolution may be made, until all of the Safe Drinking Water Bonds, the Prior Bonds, the Bonds and any Parity Bonds have been paid in full as to both principal and interest. The holder or holders of any Bond or any Parity Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof, including, but without limitation, the right to require the Municipality, its Governing Body and other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 20. Conflicting Resolutions, Ordinances, Severability, Closing and Effective Date. All prior ordinances, resolutions, other than the Safe Drinking Water Bond Resolution, the Bond Resolution, and the 2007 Resolution, rules or other actions of the Governing Body or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The appropriate officers and agents of the Municipality are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing of this transaction. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

ADDITIONAL BONDS CERTIFICATE

The undersigned, an authorized officer of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") and an authorized officer of the Water Utility of the City hereby certify as follows:

1. The City is issuing its $3,000,000 Water Utility Revenue Bonds, Series 2013, dated May 1, 2013 (the "2013 Bonds").

2. We have reviewed and are familiar with the provisions of Resolution No. 262-03-04 adopted by the Common Council on February 16, 2004 (the "Safe Drinking Water Resolution") which authorized the issuance of Water System Revenue Bonds, Series 2004, dated March 10, 2004 (the "Safe Drinking Water Bonds").

3. We have also reviewed and are familiar with the provisions of Resolution No. 100-05-06 adopted by the Common Council on August 15, 2005 (the "Bond Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "2005 Bonds").

4. We have also reviewed and are familiar with the provisions of Resolution No. 289-06-07 adopted by the Common Council on April 4, 2007 (the "2007 Resolution") which authorized the issuance of Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "2007 Bonds") (the 2005 Bonds and the 2007 Bonds shall be collectively referred to herein as the "Prior Bonds").

5. To the best of our knowledge, information and belief, the City meets the conditions set forth in Section 11 of the Safe Drinking Water Resolution and Section 9 of the Bond Resolution, necessary to issue the 2013 Bonds on a parity and equality of rank with the Safe Drinking Water Bonds and the Prior Bonds, to wit:

(i) Net Revenues. As set forth on the attached Schedule I, the Net Revenues of the System (as defined in the Safe Drinking Water Resolution and the Bond Resolution, as amended) for fiscal year 2012 were $4,444,775 which is at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the 2013 Bonds, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the 2013 Bonds or on any debt obligations payable from the revenues of the System then outstanding, which is 1.20;

(ii) No Default. The payments required to be made into the various funds and accounts provided in the Safe Drinking Water Resolution and the Bond Resolution, as amended (including the Reserve Account, but not the Surplus Fund) are current and the City is not in default under the Bond Resolution, as amended by the 2007 Resolution;

(iii) Payment Dates. The 2013 Bonds will be payable as to principal annually on May 1 and payable as to interest semi-annually on May 1 and November 1 of each year;

(iv) Purpose. The proceeds of the 2013 Bonds are being used solely for the purpose of paying or reimbursing the costs of providing additions, extensions and improvements to the Water System of the City; and

(v) Reserve Account. The Reserve Account will be funded to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as set forth in Section 1 of the Bond Resolution and in Schedule II attached hereto.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective this 3rd day of April, 2013.

EXHIBIT F
(Form of Bond)

UNITED STATES OF AMERICA
REGISTERED STATE OF WISCONSIN DOLLARS
SHEBOYGAN COUNTY
NO. R- Aa2 CITY OF SHEBOYGAN $ 4,039,700
WATER UTILITY REVENUE BOND, SERIES 2013

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, 2033	May 1, 2013	2.9255%	821037

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.
PRINCIPAL AMOUNT: THREE MILLION DOLLARS ($ 3,000,000)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2014 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on May 1, 2023 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating $3,000,000, issued for the purpose of paying or reimbursing the cost of additions, improvements and extensions to the City's Water Utility, including financing a wash tank and water main projects, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto, resolutions adopted by the Common Council on December 17, 2012, March 4, 2013, a resolution adopted by the Common Council on April 3, 2013 (the "2013 Resolution") and the Bond Resolution, as supplemented by the 2007 Resolution (as those terms are defined in the 2013 Resolution), and is payable only from the income and revenues derived from the operation of said Water Utility. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by the Bond Resolution and continued by the 2007 Resolution and the 2013 Resolution. The City has heretofore issued and has outstanding certain Water Utility Revenue Bonds defined in the 2013 Resolution as the Safe Drinking Water Bonds and the Prior Bonds. The Bonds are issued on a parity with the Safe Drinking Water Bonds and the Prior Bonds and are secured by an equal lien and claim to the revenues and properties of the Water Utility and the monies on deposit in the Special Redemption Fund (referenced

below), except that the Safe Drinking Water Bonds are not secured by a pledge of the Reserve Account. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

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

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

Res. No. 168 - 12 - 13. By Alderperson Heidemann, Bohren, Wangemann and Belanger. April 3, 2013.

A RESOLUTION authorizing the Director of Public Works to sign the Federal Fish & Wildlife Permit Application Form for Migratory Bird Depredation Permit to control Canada Geese at Kiwanis Park, Wildwood Island Complex, Taylor Dr./Indiana Ave., Esslingen Park and also stormwater ponds adjacent to the Sheboygan River corridor. All properties are owned by the City of Sheboygan and County of Sheboygan.

WHEREAS, this abatement activity is necessary to protect the recently added habitat with the habitat restoration project along the Sheboygan River and the Wisconsin DNR & EPA are funding this activity.

RESOLVED: That the Common Council authorizes the Director of Public Works to sign the Federal Fish & Wildlife Permit Application Form for Migratory Bird Depredation Permit to control Canada Geese at Kiwanis Park, Wildwood Island Complex, Taylor Dr./Indiana Ave., Esslingen Park and also stormwater ponds adjacent to the Sheboygan River corridor.

On motion by Alderperson Heidemann and second by Alderperson Versey, the Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

Res. No. 169 - 12 - 13. By Alderperson Kath. April 4, 2012.

A RESOLUTION authorizing the taking of 1132 Alabama Ave., a residential property, in lieu of satisfaction of two Community Development Block Grant Housing Rehabilitation loans totaling $18,455.

Was referred to the City Plan Commission.

Res. No. 170 – 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the purchase of One (1) 12 + 2 Passenger Para-Transit Bus.

Was referred to the Finance.

Res. No. 171 - 12 - 13. By Alderperson Hammond. April 3, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

Was referred to the Committee on Finance.

Res. No. 172 - 12 - 13. By Alderperson Hammond. April 3, 2013.
A RESOLUTION authorizing the City of Sheboygan to enter into a contract for software maintenance coverage.
Was referred to the Committee on Finance.

Res. No. 173 - 12 - 13. By Alderperson Hammond. April 3, 2013.
A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.
Was referred to the Committee on Finance.

Res. No. 174 - 12 - 13. By Alderperson Hammond. April 1, 2013.
A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of components required to significantly improve upon the ability of WSCS to broadcast community programming in real time.
Was referred to the Committee on Finance.

Res. No. 175 - 12 - 13. By Alderperson Hammond. April 3, 2013.
A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.
Was referred to the Committee on Finance.

Res. No. 176 - 12 - 13. By Alderperson Hammond. April 3, 2013.
A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.
Was referred to the Committee on Finance.

Res. No. 177 - 12 - 13. By Alderperson Van Akkeren April 3, 2013.
A RESOLUTION authorizing to temporarily make the intersection of N. 10th St. and Erie Ave. a two-way stop with traffic stopping on N. 10th St. for approximately six weeks after which time the Department of Public Works will recommend either making this intersection a permanent two-way stop or have the intersection remain signalized.
Was referred to the Committee on Public Protection and Safety.

Res. No. 178 - 12 - 13. By Alderperson Heidemann. April 3, 2013.
A RESOLUTION authorizing the construction of the federally funded non-motorized traffic calming projects at various locations throughout the City.
Was referred to the Committee on Public Works.

Res. No. 179 - 12 - 13. By Alderperson Heidemann. April 3, 2013.
A RESOLUTION authorizing entering into a contract for the 2013 Concrete Sidewalk Program, Bud #2358-13.
Was referred to the Committee on Public Works.

Res. No. 180 - 12 - 13. By Alderperson Heidemann. April 3, 2013.
A RESOLUTION authorizing the City of Sheboygan to enter into a contract for dock repairs at the Harbor Centre Marina.
Was referred to the Committee on Public Works.

REPORTS OF COMMITTEES

***R. C. No. 426 - 12 - 13. By FINANCE. April 3, 2013.**
Your Committee met and discussed the following:

1. R. O. No. 58-12-13 by City Clerk submitting a Summons and Complaint in the matter of Karen Wilhelm vs. Sheboygan City Cab Company et al.
   R. O. No. 75-12-13 by City Clerk submitting a Summons and Complaint in the matter of JFM1, LLC vs. City of Sheboygan.
2. R. O. No. 127-12–13 by City Clerk submitting an Amended Summons and Complaint in the matter of Wells Fargo Bank vs. Virginia L. Fischer et al.
3. R. O. No. 222-12–13 by City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank vs. Valerie Strickler et al.
4. R. O. No. 274-12–13 by City Clerk submitting a Dismissal Order dated January 31, 2013 in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke, et al., along with Affidavits of Service.
5. R. O. No. 275-12–13 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Bradley L. Eckwielen et al.

6. R. O. No. 285-12-13 by City Clerk submitting a Summons and Complaint in the matter of The Bank of New York Mellon vs. Dawn J. Levanduski et al.
7. R. C. No. 395 - 11 – 12 by Special Committee on Risk Management various documents.

recommends that the documents be placed on file.

***R. C. No. 427 - 12 - 13. By LAW AND LICENSING. April 3, 2013.**

Your Committee to whom was referred, R. O. No. 277-12-13 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 contingent on correcting his application:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9887	Daily, Matthew D.	1519 Eisner Ave.

***R. C. No. 428 - 12 - 13. By FINANCE. April 2, 2013.**

Your Committee to whom was referred to whom was referred R. O. No. 300-12-13 by the City Clerk submitting a claim from Jerry L. Finger for alleged damages to the bottom of his vehicle caused by a pothole; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 429 - 12 - 13. By FINANCE. April 2, 2013.**

Your Committee to whom was referred to whom was referred R. O. No. 302-12-13 by the City Clerk submitting a claim from Coca Cola Refreshments for alleged damages to their vehicle when they were traveling on a City street and struck a loose manhole cover and lost control of the vehicle and ended up in someone's yard; recommends that the claim be paid in the amount of $2,644.79.

***R. C. No. 430 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. April 3, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 304-12-13 by the City Clerk submitting a communication and a petition from David Sommer et al., requesting that the Quality Addiction Management Clinic be removed from the Greater Sheboygan Area;
2. R. O. No. 305-12-13 by the City Clerk submitting a communication from Mary Bermke stating that the fire hydrants should be marked with a red, flexible flag and is concerned about the streets and alleys regarding how they are deteriorating; and
3. R. O. No. 306-12-13 by the City Clerk submitting a communication from Mary Bermke addressing several concerns regarding cars parking on streets during snow storms and people not getting permits to renovate the inside of their homes;

recommends that the documents be placed on file.

***R. C. No. 431 - 12 - 13. By PUBLIC WORKS. April 3, 2013.**

Your Committee to whom was referred the following:

1. A copy of R. O. No. 305-12-13 by the City Clerk submitting a communication from Mary Bermke stating that fire hydrants should be marked with red flags and is concerned about the streets and alleys regarding how they are deteriorating; and
2. A copy of R. O. No. 306-12-13 by the City Clerk submitting a communication from Mary Bermke addressing several concerns regarding getting cars off the street during a snow storm to allow Public Works to plow and checking when people renovate the insides of their homes and don't get any permits;

recommends that the documents be placed on file.

***R. C. No. 432 - 12 - 13. By PUBLIC WORKS. April 3, 2013.**

Your Committee to whom was referred R. O. No. 307-12-13 by the City Clerk submitting a communication from Mike Miller of EOS Outdoor requesting permission to have rentals of stand-up paddleboards and kayaks at North Beach in Sheboygan; recommends that the Report of Officer be accepted and placed on file and to approve the request.

***R. C. No. 433 - 12 - 13. By LAW AND LICENSING. April 3, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 287-12-13 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 contingent upon correcting his application and with a warning to include all violations on future applications:

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

No.	Name
9890	Steward, Adam M.

***R. C. No. 434 - 12 - 13. By LAW AND LICENSING. April 3, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

CHANGE OF PREMISE

No.	Name	Address
2584	Guadalajara	1129 S. 8th St. – two-day event to be held 5/4/13 to 5/5/13 to include current premise and area north of building and the west parking lot.
2726	JMKAC	608 New York Ave. – one-day events to be held 5/18; 6/22; 6/29; 7/6; 7/13; 7/27; 7/28; 9/1; 10/25; 11/29 to include the current premise and all outdoor grounds and all lawn on N, E, S & W side of the building.
2943	Superior Bar & Grill	2607 Superior Ave. – one-day events to be held 4/6/13 & 4/20/13 to include the current premise & the parking lot on North side of Building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name
8012	Aschenbach Jr., Mark L.
9905	Bradford, Jessica D.
9902	Brandl, Stephanie A.
9896	Brion, Ryan M.
9899	Dowell, Patrick R.
6240	Fenn, Jerry F.
9901	Hartwig, Jonathan A.
9904	Heitzmann, Mary A.
9906	Kuester, Joshua C.
9897	Lawrence, Timothy F.
9898	Seipel, Andrew W.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No.	Name
9903	Charles, Steven A.

R. C. No. 435 - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7048 be denied based on his failure to cooperate with the Committee.

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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

R. C. No. 436 - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Operator's License #9884 be denied based on her failure to accurately reveal all relevant convictions on her Taxicab Operator's license application, her record of violations related to the licensed activity, and a negative recommendation from the Sheboygan Police Department.

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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

R. C. No. 437 - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7341 be denied based on her failure to accurately reveal all relevant convictions on his Beverage Operator's license

application, her record of violations related to the licensed activity, and a negative recommendation from the Sheboygan Police Department.

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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.
Nays: None.

R. C. No. 438 - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9880 be denied based on his failure to accurately reveal all relevant convictions on his Beverage Operator's license application and his record of violations related to the licensed activity.

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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.
Nays: None.

R. C. No. 439 - 12 - 13. By LAW AND LICENSING. April 3, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 287-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #8206 be denied based on her failure to accurately reveal all relevant convictions on her Beverage Operator's license application, her record of violations related to the licensed activity, and a negative recommendation from the Sheboygan Police Department. Stacy Mertzig spoke.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted, on call of the roll:
Ayes: Bohren, Carlson, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 10.
Nays: Belanger, Donohue, Hammond • 3.

R. C. No. 440 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. April 3, 2013.

Your Committee to whom was referred Gen. Ord. No. 55-12-13 by Alderpersons Lessard and Carlson amending Section 26-1008 of the Municipal Code relating to certificates of compliance with Clearwater requirements so as to exempt certain transactions; recommends that the Ordinance be placed on file and to direct the City Attorney to draft a new Ordinance (with adjustments from Public Protection and Safety).

On motion by Alderperson Heidemann and second by Alderperson Carlson, the Report of Committee was accepted and adopted and the Ordinance was placed on file, on call of the roll:
Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.
Nays: None.

***R. C. No. 441 - 12 - 13. By FINANCE. April 2, 2013.**

Your Committee to whom was referred Res. No. 163-12-13 by Alderperson Hammond authorizing the Chief Administrative Officer to enter into contract for data modeling of real property data in the Assessor's Office; recommends that the Resolution be passed.

***R. C. No. 442 - 12 - 13. By FINANCE. April 2, 2013.**

Your Committee to whom was referred Res. No. 165-12-13 by Alderperson Hammond authorizing the appropriate City Officials to terminate the license agreement with Morrelle Transfer, Inc.; recommends that the Resolution be passed.

R. C. No. 443 - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred Res. No. 164-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2013 Budget (establish revenue and appropriation for donation from Sheboygan Sudzzer's to the Sheboygan Police Department for their Teddy Bear Patrol Program and establish appropriation for 2013 Sidewalk Program); recommends that the Resolution be passed.

Was accepted and adopted.

***R. C. No. 444 - 12 - 13. By SALARIES AND GRIEVANCES. April 3, 2013.**

Your Committee to whom was referred Gen. Ord. No. 54-12-13 by Alderperson Roeseler amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add various positions to the Finance Department Table of Organization; recommends that the attached Substitute Ordinance be passed.

R. C. No. 445 - 12 - 13. By PUBLIC WORKS. April 3, 2013.

Your Committee to whom was referred a copy of Gen. Ord. No. 55-12-13 by Alderpersons Lessard and Carlson amending Sec. 26-1008 of the Municipal Code relating to certificates of compliance with Clearwater requirements so as to exempt certain transactions; recommends that the Ordinance be passed.

On motion by Alderperson Heidemann and second by Alderperson Carlson, the documents were placed on file on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

R. C. No. 446 - 12 - 13. By FINANCE. April 2, 2013.

Your Committee to whom was referred various documents recommends referral to Capital Improvements of the new Council.

Was referred to the Capital Improvements Commission of the New Common Council.

R. C. No. 447 - 12 - 13. By FINANCE. April 3, 2013.

Your Committee met and discussed various documents and recommends referral to Finance of the new Council.

Was referred to the Committee on Finance of the New Common Council.

RESOLUTIONS ON SECOND READING

***Res. No. 163 - 12 - 13. By Alderperson Hammond. March 18, 2013.**

A RESOLUTION authorizing the Chief Administrative Officer to enter into contract for data modeling of real property data in the Assessor's Office.

WHEREAS, the City has implemented Market Drive software in the Assessor's office, and

WHEREAS, the City is required by the Wisconsin Department of Revenue to complete a revaluation of properties, and

WHEREAS, Grota Appraisals LLC has agreed to perform everything required to be performed, and to complete in a professional manner everything required to be completed to comply with Wisconsin State Statutes regarding the Data Modeling of Real Property.

NOW THEREFORE BE IT RESOLVED: That the Chief Administrative Officer is hereby authorized to enter into contract with Grota Appraisals LLC for Data Modeling at a cost not to exceed $25,600.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from the City Assessor's professional services Account No. 10116100-521900 in payment thereof.

***Res. No. 165 - 12 - 13. By Alderperson Hammond. March 18, 2013.**

A RESOLUTION authorizing the sale of City-owned property in Sheboygan Industrial Park No. 1 (Parcel No. 59281-423780).

WHEREAS, the property is a remnant piece of the original Industrial Park development and is landlocked as a developable site except for the adjacent property owners;

WHEREAS, Office Service Company, LLP has submitted an offer to purchase the property "As-Is, Where-Is".

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to act on behalf of the City in accepting the Offer to Purchase and in signing all appropriate documents related to the transfer of parcel no. 59281-423780.

***Res. No. 164 - 12 - 13. By Alderperson Hammond. March 18, 2013.**

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing estimated revenue and appropriation for donation from the Sheboygan Sudzzer's to the Sheboygan Police Department for use with the Police Department teddy bear Patrol Program:

FROM	TO	AMOUNT
General Fund Police Department Contribution 10121100-467101	General Fund Police Department Public Relations 10121100-530260-00035	$1,000

Establishing appropriation for 2013 Sidewalk Program:

FROM	TO	AMOUNT
Special Assessment Fund	Capital Fund	
Interfund contribution	Sidewalks	
28581400-811401	40033190-631300	$75,000

ORDINANCES ON SECOND READING

***Subs. Of Gen. Ord. No. _54 – 12 – 13. By Alderperson Roeseler. April 3, 2013.**

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add various positions to the Finance Department Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section A.5. Department of Finance as follows:

Class Title	Job Code	Class Grade	NO. of Employees
A. CITY HALL DEPARTMENTS			
5. Department of Finance			
Add:			
Finance Manager/Treasurer	A06003D	14	1
a. Accounting Division			
Comptroller/Treasurer		13	1

Section 2. The new job descriptions for the Finance Manager/Treasurer and Comptroller/Treasurer is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance .

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

ORDINANCES INTRODUCED

Gen. Ord. No. 56 – 12 – 13. By Alderpersons Roeseler, Kath and VanderWeele. April 3, 2013.

AN ORDINANCE repealing and recreating Subsection 29-3(a) of the 1975 Municipal Code relating to residency for appointed department heads and members of boards or commissions.

Lies over under the rules.

Gen. Ord. No. 57 - 12 – 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add/change/delete various positions of the Table of Organization.

Was referred to the Committee on Salaries and Grievances.

Gen. Ord. No. 58 - 12 - 13. By Alderperson Heidemann. April 3, 2013.

AN ORDINANCE repealing and recreating Section 2-730 of the Municipal Code relating to the functions and duties of the senior activity center commission.

Was referred to the Committee on Salaries and Grievances.

Gen. Ord. No. 59 - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE repealing Article III of Chapter 29 of the 1975 Municipal Code and creating Section 82-2 of the Municipal Code relating to the position of director of human resources and labor relations.

Was referred to the Committee on Salaries and Grievances.

Gen. Ord. No. 60 - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE repealing and recreating Subsection 2-224(d) of the Municipal Code relating to the terms of appointive officials.

Was referred to the Committee on Salaries and Grievances.

Charter Ord. No. 61 - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) providing for the appointment of the Finance Director/Treasurer.

Was referred to the Committee on Salaries and Grievances.

Charter Ord. No. 62 - 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) repealing Charter Ord. No. 1-97-98 and creating Chapter 2, Article IV, Division 4 of the Municipal Code providing for the appointment of the city assessor.

Was referred to the Committee on Salaries and Grievances.

Gen. Ord. No. 63 – 12 - 13. By Alderperson Roeseler. April 3, 2013.

AN ORDINANCE repealing and recreating Section 86-92 of the Municipal Code relating to the appointment of the director of planning and development.

Was referred to the Committee on Salaries and Grievances.

MATTERS LAID OVER

R. O. No. 297 – 12 - 13. By CITY PLAN COMMISSION. March 18, 2013.

Your Commission to whom was referred Gen. Ord. No. 51-12-13 amending the City's zoning map to establish the Use District Classification of recently annexed property located west of Taylor Drive and north of Indiana Avenue to PPUD Pre-Planned Unit Development.; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 12 2012, and after due consideration, recommends approval of the General Ordinance.

Gen. Ord. No. 51 - 12 - 13. By Alderperson Kath. March 4, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located west of Taylor Drive and north of Indiana Avenue.

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

Section 1. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of the following described annexed lands as Class PPUD Pre-Planned Unit Development Classification.

That plat of Schuchardt Area annexation parcel located in Sections 21 and 28, T15N, R23E

Schuchardt annexation description:

Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE 1/4 , part of the SW 1/4 of the SE ¼, part of the NE ¼ of the SW 1/4 , part of the SE ¼ of the SW 1/4 , all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE 1/4 , and part of the NE ¼ of the NW ¼ , all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the southwest corner of said section 21, thence N.87º50'19"E. along the south line of the SW ¼ of said section 21, 564.90' to the east line of Greendale road, said point being the point of beginning, thence N.00º44'43"E. along said east line 217.70', thence S.89º30'03"E., 757.66' to the west line of the east ½ of the SW ¼ of section 21, thence N.00º31'13"E. along said west line 1712.90' to a point 10' south of the south line of Erie Avenue, thence easterly 294.94'along the arc of a curve 10 feet south of and parallel to said south right of way having a radius of 1940.65' and a chord bearing N.77º58'12"E. 294.62' to a point 10 feet west of the west line of a certified survey map recorded in volume 13 of page 258 of certified survey's, thence S.00º16'21"E. 10 feet west of and parallel to the west line of said C.S.M. 674.13', thence N.85º08'16"E. 10 feet south of and parallel to the south line of said C.S.M. 1210.79' to a point 10' west of the southwesterly right of way for South Taylor Drive, thence S.32º44'10"E. parallel to said southwesterly line 93.39', thence S. 78º05'25"E. parallel to said southwesterly line 80.02', thence S.34º33'07"E. parallel to said southwesterly line 492.85', thence S.00º26'28"W. parallel to said southwesterly right of way 186.09', thence S.62º37'27"E. parallel to said southwesterly right of way 14.52', thence S42º42'19"W. 481.55', thence S.01º16'53"W. 294.76 to the south line of the SE ¼ of said section 21, thence S.88º43'07"E. along said south line 310.00, thence N.01º16'53"E. 599.99', thence N.42º16'19E., 55.81' to a point 10' southwest of the southwesterly right of way for South Taylor Drive, thence S.62º37'27"E. 10 feet southwesterly of said southwesterly line 128.01', thence S.34º34'43"E. 10 feet southwesterly of said southwesterly right of way line 236.15', thence N.55º26'47"E. 10.00' to the southwesterly right of way for South Taylor Drive, thence S.34º34'43"E. along said right of way 263.82', thence S.47º56'01"E. along said southwesterly right of way 129.27', to a point of non-tangent curve, thence southeasterly along said southwesterly line 385.17'along the arc of a curve to the right having a radius of 2078.59', a chord bearing of S.29º16'20.5"E. and a chord length of 384.62' to the east line of NW ¼ of the NE ¼ of said section 28, thence S.00º37'12"W. along said east line 1112.18' to the southerly line of the Union Pacific Railroad, thence N.76º17'45"W. along said southerly line 40.00', thence S.13º52'15"W. 215.00', thence S.22º18'15"W. 585.00 more or less to the centerline of the Sheboygan River, thence westerly along the centerline of said Sheboygan River to north line of Indiana Avenue, thence northwesterly along said north line of Indiana Avenue 442 feet more or less, thence N.83º12'46"W. along said north line 101.98', thence

N.71º54'10"E. along said north line 510.01' to the point of curve of an arc with a radius of 2954.79' and a chord that bears N.80º03'53"W. 838.97', thence along the arc of said curve 841.82', thence N.33º41'32"W. along the north line of said Indiana Avenue 32.81', thence S.63º38'18"W. along said north line 58.46', thence S.47º59'20"W. along said north line 58.14' thence N.88º52'10"E. along said north line 61.80', thence S.81º28'57"W. along said north line 101.43', thence N.88º52'10"E. along said north line 85.84', thence N.01º07'50"E. 167.00', thence N.88º52'10"W. 280.00', thence S.01º07'50"W. 120.00' to the north right of way line for Indiana Avenue, thence N.88º52'42"W. along said north right of way line 184.15' to the southeast corner of a Certified Survey Map recorded in volume 15 page 330 of Certified Surveys, thence N.02º43'45"E. along the east line of said Certified Survey Map, 270.00', thence N.57º16'16"W. along the northeasterly line of said C.S.M. 544.05' extended to the north line of the Union Pacific Railroad, thence N.60º47'39"E. along said north line 52.91' to a point of curve to the right having a radius of 2365.02' and a chord bearing N.76º23'14"E. 1272.98', thence along the arc of said curve 1288.87', thence N.02º10'05"E. 734.36' to the north line of the NW ¼ of said section 28, thence S.87º50'19"W. along said north line 1095.50' to the point of beginning. except that portion taken for railroad right of way. Said tract contains 175.46 acres more or less.

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.

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

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

Res. No. 162 - 12 - 13. By Alderpersons Hammond, Dekker, Carlson, Donohue and Roeseler. March 18, 2013.

A RESOLUTION authorizing a contribution to the Sheboygan County Economic Development Corporation for business development.

RESOLVED: That the Common Council hereby authorizes the contribution of $100,000 to the Sheboygan County Economic Development Corporation for business development:

BE IT FURTHER RESOLVED: That the Sheboygan County Economic Development Corporation will report on their activities, pertaining to the City of Sheboygan, to the Finance Committee once per quarter. This meeting can/may be done via closed session where appropriate. Any member of the Sheboygan County Economic Development Corporation Executive Committee is welcome to make this quarterly presentation to the Finance Committee.

BE IT FURTHER RESOLVED: That the payment is authorized to be drawn on Account No. 10112100-521900 in payment of said contribution.

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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

A MOTION BY ALDERPERSON HAMMOND AND SECOND BY ALDERPERSON CARLSON **TO CONVENE IN CLOSED SESSION** under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating the possible sale of public property where competitive and bargaining reasons require a closed session, passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

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, Kath, Lessard, Lewandoske, Matichek, VanderWeele, Versey, Wangemann - 13.

Nays: None.

Mayor

City Clerk